



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, DECEMBER 13, 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 January 6th as “Protect Democracy in America Day,”** 5 Minutes
[January 6th Proclamation.pdf](#)
- 3.B (6:15 PM) Receive Presentation on Bainbridge Prepares Emergency Management Voluntary Organization of the Year Award at the International Association of Emergency Management (IAEM) Conference,** 5 Minutes
[Emergency Management Voluntary Organization of the Year Award.pdf](#)
- 3.C (6:20 PM) Review 2022 City Council Accomplishments - Executive,** 15 Minutes

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 City Council Meeting Minutes**
[November 8, 2022 Special City Council Meeting Minutes - Executive Session.pdf](#)
[November 8, 2022 Regular City Council Business Meeting Minutes.pdf](#)
[November 15, 2022 City Council Study Session Minutes.pdf](#)
- 5.C Approve Accounts Payable and Payroll**
[AP Report to Council of Cash Disbursements 11-23-22.pdf](#)
[Council Report PR 112022.pdf](#)
[AP Report to Council of Cash Disbursements 12-14-22.pdf](#)
[CR 12-5-22.pdf](#)
- 5.D Set a Public Hearing on January 24, 2023 for Ordinance No. 2022-24 Relating to Island-Wide Speed Limits**
[Ordinance No. 2022-24 Relating to Island-Wide Speed Limits.docx](#)
[Exhibit A Island-wide Secondary Arterials and Collectors.pdf](#)
[Exhibit B Island-wide Local Access Streets.pdf](#)
[Speed Limit Memo to CW 11-21-2022.docx](#)
[Speed Limit Change Direct Mailer DRAFT 3.pdf](#)
[Memorandum - Speed Limit Enforcement Plan.pdf](#)
[Installation_Schedule.pdf](#)
- 5.E Approve Ordinance No. 2022-22 Relating to 2022 3rd Budget Amendment and Updated Capital Improvement Plan Amendment - Finance, 5 Minutes**
[Staff Memo re 2022 Third and Final Budget Amendment.docx](#)
[Ordinance No. 2022-22 - 3rd Budget Amendment and CIP Amendments.docx](#)
[Exhibit A to Ordinance No. 2022-22 - Total Expenditures by Fund](#)
[Exhibit B to Ordinance No. 2022-22](#)
- 5.F Increase the City Manager's Purchase Authority up to \$990,000 to Support the Purchase of Budgeted Fleet Vehicles - Public Works**
- 5.G Authorize the City Manager to Execute the Construction Contract with Pape & Sons Construction, Inc., for the 2022 Annual Drainage Contract Award (\$70,372.79 SSWM) - Public Works**
[2022 Annual Drainage Contract - Pape and Sons .docx](#)
[Bid Form_2022 Annual Drainage.docx](#)
[Location Map.pdf](#)

- 5.H Authorize the City Manager to Execute a Software as a Service Agreement with Tyler Technologies, Inc. for a MUNIS Financial System Upgrade in the Amount of \$384,947 over the Next 3 Years**
 2022 Oct - MUNIS Contract.pdf
- 5.I Authorize Amendment No. 2 to the Professional Services Agreement with Toole Design Group LLC for the Bundled Madison Avenue Sidewalk Improvements Final Design (Increase in Contract Amount of \$89,450.13 - General) – Public Works**
 Supplemental Agreement No. 2.pdf
- 5.J Authorize the City Manager to Execute the Fifth Contract Amendment of the Agreement with Kitsap County for the Incarceration of City Prisoners - Police, 5 Minutes**
 KC-233-17-E City of Bainbridge Island 2023 (5th Amendment).pdf
- 5.K Authorize the City Manager to Execute the Fourth Contract Amendment to the Agreement for the Provision of Juvenile Detention Facilities - Police, 5 Minutes**
 2023 Fourth Amendment Juvenile Detention Facilities KC-076-19-D.pdf
- 5.L Authorize the City Manager to Execute Consent Provision of Leasehold Deed of Trust Related to Grant from the Washington State Department of Commerce to Bainbridge Performing Arts Regarding the Buxton Center Building - Executive, 5 Minutes**
 Leasehold Deed of Trust - Bainbridge Island Performing Arts
- 5.M Authorize Amendment No. 2 to the Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation (\$48,000 Annually for Years 2023 and 2024 – General Fund/Surface and Stormwater Management (SSWM) - Public Works**
 Amendment No. 2 to ILA with Kitsap Conservation District for 2023-24.docx
 Kitsap Conservation District Interlocal Agreement.pdf
 Kitsap Conservation District ILA Amendment No. 1.pdf
- 5.N Consider Approval of 2023 Lodging Tax Funding Recommendations Totaling \$350,000, 5 Minutes**
 2023 LTAC Funding Recommendations - Final
- 5.O Consider Approval of 2023-24 Human Services Funding Recommendations Totaling \$660,000, 5 Minutes**
 Human Services Funding Recommendation 2023-2024 - Final
- 5.P Authorize the City Manager to Execute Change Order No. 1 with Bainbridge Island Electric and Approve an Associated Budget Amendment for the Supervisory Control and Data Acquisition (SCADA) Water & Sewer Telemetry Upgrades Project (\$43,267.46 - including \$19,000 budget amendment; Water & Sewer Funds) – Public Works**
 SCADA Change Order No. 1.pdf
- 5.Q Authorize the City Manager to Execute a Professional Services Agreement with Accessology Too, LLC, for the Americans with Disabilities Act Transition Plan and Approve a Related Budget Amendment (\$109,033 Tax-Supported; including a \$47,148 Tax Supported Budget Amendment) – Public Works**

ADA Transition Plan PSA - Accessology Too LLC.docx

- 5.R Authorize the City Manager to Publish a Request for Qualifications (RFQ) for the 2024 Comprehensive Plan Periodic Update**
RFQ - 2024 Comprehensive Plan Periodic Update
- 5.S Authorize the City Manager to Execute a Grant Agreement with Washington State Department of Commerce relating to the 2024 Comprehensive Plan Periodic Update in the amount of \$62,500 for 2023**
Grant Agreement
- 5.T Authorize the City Manager to Execute a Contract Amendment for City Video and Photography Services to Increase the Existing Contract to \$145,000 (Tax Supported) – Executive Seidl - Amendment No. 1 to PSA - For 2022 and 2023.pdf**
- 5.U Authorize the City Manager to Execute a Contract Amendment with the Kitsap County Prosecuting Attorney's Office to Continue Services for 2023 in the Amount of \$131,505.15 - Executive KC-535-19-C City of Bainbridge Island 2023.docx**
- 5.V Authorize the City Manager to Execute a Contract Amendment with Thomas Alpaugh for Indigent Defense Services to Continue Such Services for 2023 in the Amount of \$58,117.50 - Executive Amendment No. 4 to Contract for Indigent Defense Services.docx**
- 5.W Cancel the December 20, 2022, December 27, 2022, and January 3, 2023 City Council Meetings**
- 5.X Authorize the City Manager to Execute the Intergovernmental Agreement with the Washington State Parks and Recreation Commission Relating to the Recreational Boating Safety Program and Accept a Related Grant Award in the Amount of \$8,998.84 - Police, 5 Minutes**
2023 ILA MLE1251 WITH WA ST PARKS.pdf
2023 MLE 123-442 Bainbridge Island PD-FFA Subrecipient Grant Agreement.pdf

6.COUNCIL ANNOUNCEMENTS - 6:55 PM

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

- 7.A 2022 Annual Progress Report for the Climate Action Plan**
2022 Annual CAP Progress Report.pdf
- 7.B Update on \$0.25 Disposable Cup Fee Effective January 1, 2023**
2023 Waste Reduction - 0.25 Disposable Cup Fee Flyer - English.pdf
2023-Waste-Reduction-0.25 Disposable Cup Fee Flyer-Spanish.pdf
0.25 Disposable Cup Fee Point of Sale Display.pdf
0.25 Disposable Cup Fee Staff Flyer.pdf

8.REGULAR BUSINESS

- 8.A (7:10 PM) Conduct Closed Record Proceeding and Consider Adoption of Resolution No. 2022-24 Relating to Approval of Wintergreen Townhomes Phase I Final Subdivision - Planning, 10 Minutes**

Resolution No. 2022-24 Wintergreen Townhomes Phase I Final Subdivision Approval.docx
Compliance Notation Report.docx
Wintergreen Townhomes Phase I Final Plat 07DEC2022.pdf
Performance Bond Phase I 29NOV2022.pdf

- 8.B **(7:20 PM) Consider Adopting Ordinance No. 2022-25 Relating to a Moratorium on the Development of New Inns in the Neighborhood Center Zoning District - Planning,** 10 Minutes
Ordinance_No._2022-25_Adopting_a_Moratorium_on_New_Inns_in_Neighborhood_Centers__12.13.2022.docx
- 8.C **(7:30 PM) Consider Request from Helpline House for \$80,000 from the Housing Trust Fund for Rent and Mortgage Assistance- Executive,** 10 Minutes
Helpline House (Affordable Housing) - 11.10.22
- 8.D **(7:40 PM) Endorse the Use of Monetary Citations as the Primary Parking Enforcement Strategy - Executive,** 15 Minutes
Parking Infraction Forgiveness & Waivers
- 8.E **(7:55 PM) Discuss Changes to Charge and Composition of the Climate Change Advisory Committee to Encompass Implementation of the Sustainable Transportation Plan - Executive,** 15 Minutes
- 8.F **(8:10 PM) Consider Work Plan for Environmental Technical Advisory Committee - Environmental Technical Advisory Committee and Executive,** 20 Minutes
ETAC presentation to CC 121322b.
2022 ETAC Workplan - approved by ETAC 05-2022
ETAC 2020 to 22 Workplan rev052922
- 8.G **(8:30 PM) Authorize the City Manager to Execute a Contract Amendment with EcoAdapt for Staff Training on the Climate Change Adaptation Certification Tool to Increase the Contract Amount to \$13,900,** 20 Minutes
Amendment No 1 to PSA EcoAdapt.docx
- 8.H **(8:50 PM) Authorize City Manager to Amend 2023 Unrepresented Pay Plan by 6% Cost of Living Adjustment,** 10 Minutes
Unrep Pay Scale 2023_proposed.pdf

9.COMMUNICATIONS

- 9.A **(9:00 PM) Consider Request for Council Discussion on Hiring of Consultant vs. In-house Staff to Complete Groundwater Management Plan - Councilmember Hytopoulos,** 5 Minutes
Revised Request for Council Discussion on Hiring of Consultant to Complete Groundwater Mgmt Plan HYTOPOULOS.docx

10.ADJOURNMENT - 9:05 PM



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:10 PM) Approve Proclamation Declaring January 6th as “Protect Democracy in America Day,”

SUMMARY: The attached proclamation declares January 6th as “Protect Democracy in America Day.” Accepting the Proclamation will be Ms. Katy Crabtree, Deputy District Director for Congressman Derek Kilmer.

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to authorize the Mayor to sign the proclamation declaring January 6th as “Protect Democracy in America Day.”

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[January 6th Proclamation.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

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

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

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

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

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

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

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

DATED this ____ day of _____, 2022

Joe Deets, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:15 PM) Receive Presentation on Bainbridge Prepares Emergency Management Voluntary Organization of the Year Award at the International Association of Emergency Management (IAEM) Conference,

SUMMARY: The International Association of Emergency Management (IAEM) Awards & Recognition Committee of the IAEM Association selected Bainbridge Prepares as the IAEM-USA 2022 Emergency Management Voluntary Organization of the Year. The award was presented at the 70th IAEM Annual Conference in Savannah, Georgia on Monday, November 14th. Bainbridge Prepares Founder and Board Chair, Scott James, Bainbridge Island Fire Department Deputy Chief Jared Moravec, and City of Bainbridge Island Emergency Management Coordinator, Anne LeSage, were in attendance to receive the award.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Presentation only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Emergency Management Voluntary Organization of the Year Award.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Contact: Dawn M. Shiley, MA, CAE
IAEM Communications & Marketing Director
703-538-3542

IAEM Headquarters
201 Park Washington Court
Falls Church, VA
22046-4527 USA
www.iaem.org

News Release

IAEM-USA Announces the 2022 IAEM-USA Emergency Management Voluntary Organization of the Year Award

Oct. 11, 2022 (Falls Church, Va.) – The IAEM-USA Awards & Recognition Committee of the International Association of Emergency Managers (IAEM) has selected Bainbridge Prepares as the IAEM-USA 2022 Emergency Management Voluntary Organization of the Year. The award will be presented at the Monday Networking Luncheon and Awards Ceremony on Nov. 14 at the 70th IAEM Annual Conference & EMEX, in Savannah, Georgia.

Bainbridge Prepares

Winner of the IAEM-USA Emergency Management Voluntary Organization of the Year Award

During COVID, Bainbridge Prepares, in partnership with the City of Bainbridge Island (BI), the BI Fire Department, and the BI Community Pharmacy, helped facilitate and operate over 88 vaccination clinics administering more than 38,000 vaccines. People came from all over the county and beyond to get vaccinated at the Bainbridge Island High throughput clinics because they were well organized and more easily accessible than some of the clinics in other neighboring communities. Bainbridge Prepares was a local recipient of the [Bainbridge Community Foundation Humanitarian Award](#) for their work during COVID. More than 500 of Bainbridge Prepares' 650 volunteers participated in 2021, helping out with vaccine clinics and operating a community-based test site. Vaccine clinics were held almost weekly from January to June in 2021, and then booster clinics were held in the fall of 2021.

The Voluntary Organization of the Year Award is presented to one U.S. voluntary organization that made extraordinary emergency management contributions within the United States.

IAEM-USA, the nation's largest emergency management professional association, is a non-profit professional organization representing more than 5,000 emergency management and homeland security professionals for local communities, state and federal disaster officials, private sector, non-governmental organizations, and others involved in preparing for, responding to, and recovering from all types of disasters including acts of terrorism. IAEM provides access to the largest network of emergency management experts who can provide advice and assistance; the Certified Emergency Manager program; annual scholarships; a comprehensive monthly newsletter; and more.

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:20 PM) Review 2022 City Council Accomplishments - Executive,

SUMMARY: The City Manager will present a summary of significant City Council accomplishments in 2022.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 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.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:



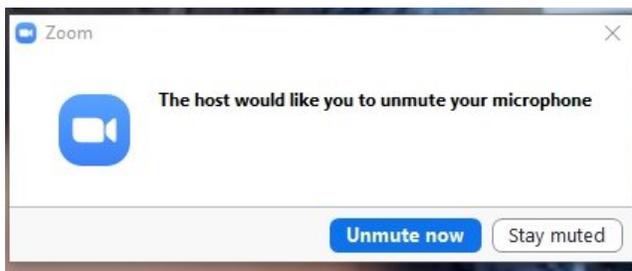
CITY OF
BAINBRIDGE ISLAND

CITY CLERK'S OFFICE

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

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT REMOTELY

1. Join the Zoom webinar by following the link posted on the agenda and on the City calendar.
2. Sign in to Zoom with your full name.
3. The Mayor will indicate when it is time for public comment.
4. Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen.
5. Attendee clicks button "Unmute now" after they are called to speak by the Mayor.



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

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

7. Attendee provides their comment.

8. A timer on the screen will track your time.
9. Stop speaking when the timer reaches the 3-minute mark.
10. Attendee is returned to attendee group, and microphone is muted.
11. Public comment is simply received by the Council, with no response.

Excerpt from the Governance Manual regarding public comment:

5.6 Respect and Decorum

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

5.6.1 Orderly Behavior and Civility in Remarks

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

- (a) Speaking without being recognized by the Presiding Officer.
- (b) Continuing to speak after the allotted time has expired.
- (c) Speaking on an item at a time not designated for discussion by the public of that item, such as speaking on a quasi-judicial item at a time other than during a public hearing or closed record proceeding on the matter.
- (d) Throwing objects.
- (e) Speaking on an issue that is not within the jurisdiction of the City Council or is otherwise irrelevant to Council business.
- (f) Speaking in favor of or in opposition to a ballot proposition or a candidate for public office, provided, that public comment is allowed when the City Council is considering taking a collective position in favor of or in opposition to a ballot proposition as authorized in RCW 42.17A.555.

- (g) Impersonating a City Councilmember or a member of the City staff.
- (h) Shouting or otherwise engaging in loud or boisterous behavior.
- (i) Continuing to make repetitive remarks after being requested not to do so by the Presiding Officer or a majority of the City Council.
- (j) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.
- (k) Booing, hissing, or otherwise disrupting the comments of another speaker.
- (l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, or any other words considered "fighting words" under constitutional law.
- (m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2 Permission Required to Address the Council

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 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.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 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

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[November 8, 2022 Special City Council Meeting Minutes - Executive Session.pdf](#)

[November 8, 2022 Regular City Council Business Meeting Minutes.pdf](#)

[November 15, 2022 City Council Study Session Minutes.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING – EXECUTIVE SESSION
TUESDAY, NOVEMBER 9, 2022**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL

Mayor Deets called the meeting to order at 5:30 p.m. in Council Chambers and on the Zoom webinar platform.

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

2) EXECUTIVE SESSION

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

Mayor Deets adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 5:30 p.m.

Council returned from executive session at 5:58 p.m.

3) ADJOURNMENT

Mayor Deets adjourned the meeting at 5:59 p.m.

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

**REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, NOVEMBER 8, 2022**

Meeting Minutes

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

Mayor Deets called the meeting to order at 6:02 p.m. in Council Chambers and on the Zoom webinar platform.

Mayor Deets, Deputy Mayor Moriwaki, and Councilmembers Schneider, Hytopoulos, Fantroy-Johnson, and Quitslund were present. Councilmember Pollock arrived at 6:33 p.m.

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

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Deputy Mayor Moriwaki moved and Councilmember Fantroy-Johnson seconded to approve the agenda with agenda item 9.A removed. The motion carried, 6-0.

There were no conflicts of interest disclosed.

3) PRESENTATION(S)

3.A Approve Proclamation Declaring November 26, 2022, as "Small Business Saturday"
Cover Page
[Proclamation - Small Business Saturday 2022.docx](#)

Mayor Deets read the proclamation.

MOTION: I move to authorize the Mayor to sign the proclamation declaring November 26, 2022, as "Small Business Saturday" and to add this proclamation to the list of annual proclamations that may be signed by the Mayor without further Council action.

Moriwaki/Schneider: The motion carried 6 – 0.

AYES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Brenda Fantroy-Johnson, Jon Quitslund, Clarence Moriwaki

NOES: None

ABSENT: Michael Pollock

ABSTAIN: None

Stefan Goldby from the Bainbridge Island Chamber of Commerce and Natalie Rodriguez from the Bainbridge Island Downtown Association accepted the proclamation.

3.B Present Proclamation Honoring Veterans Day on November 11, 2022

[Cover Page](#)

[Veterans Day Proclamation 2022.pdf](#)

Deputy Mayor Moriwaki read the proclamation.

Commander Gary Sakuma from American Legion Colin Hyde Post #172 accepted the proclamation.

3.C Present Proclamation Declaring the Week of November 13 - 19 as "Transgender Awareness Week" and November 20, 2022, as "Transgender Day of Remembrance"

[Cover Page](#)

[Transgender Week and Transgender Day of Remembrance Proclamation 2022.docx](#)

Councilmember Fantroy-Johnson read the proclamation.

Eve Palay from Rainbow Crew NW accepted the proclamation.

4) PUBLIC COMMENT

4.A Instructions for Providing Public Comment

[Cover Page](#)

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

Chuck Spann expressed concerns about a property on Manor Lane.

Carol Reitz, President of Bainbridge Island Japanese American Committee, spoke about the Suyematsu/Bentryn property.

Megan Luce spoke about the Suyematsu/Bentryn property.

Katy Curtis expressed concerns with the Friends of the Farms management of the Suyematsu Farm.

Councilmember Pollock arrived at 6:33 p.m.

Betsy Wittick expressed concerns with the Friends of the Farms management of the Suyematsu Farm.

Jon Garfunkel expressed concerns with the Friends of the Farms management of the Suyematsu Farm.

Mike Lempriere expressed concerns with the Farm Trail and the Friends of the Farms management of the Suyematsu Farm.

Cub Scout Troop 456 provided information on their upcoming activities.

Bill Adams expressed concerns with City's action on a code compliance issue in his neighborhood.

Lief Dalan expressed concerns with the Manor Lane property.

Cullen Brady, Bainbridge Island Land Trust Executive Director, thanked Council for funding the design of the Springbrook Creek project.

Deanna Martinez expressed concerns with the treatment of women of color by the Bainbridge Conservation Coalition.

Vern Nakata read a poem and expressed concerns with the Friends of the Farms management of Suyematsu Farm.

Daniela Camarata thanked Council for their support of the Springbrook Creek project.

Ariel Schultz spoke about housing needs.

Henry, member of Cub Scot Troop 456, expressed concerns with a bike path near Wilkes.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda
[Cover Page](#)

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

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

5.B Approve Accounts Payable and Payroll

[Cover Page](#)

[AP Report to Council of Cash Disbursements 11-09-22.pdf](#)

[Council Report PR 11-5-22.pdf](#)

5.C Approve City Council Meeting Minutes

[Cover Page](#)

[City Council Study Session Minutes, October 18, 2022.pdf](#)

[Special City Council Meeting - Executive Session Minutes, October 25, 2022.pdf](#)

[Regular City Council Business Meeting Minutes, October 25, 2022.pdf](#)

5.D Award the Pritchard Park Stormwater Outfall Project to the Apparent Low Bidder, Seton Construction Inc., and Authorize the City Manager to Execute an Associated Construction Contract in the Amount of \$167,349 (SSWM), and Authorize an Associated Budget Amendment (\$60,000 - SSWM) - Public Works

[Cover Page](#)

[Pritchard Park Contract.docx](#)

[Pritchard Park Bid Form.docx](#)

[Vicinity Map.pdf](#)

5.E Authorize the City Manager to Execute a Professional Services Agreement with Otak, Inc. for the Country Club Road Reconstruction Project Design (\$132,460 Tax Supported) – Public Works

[Cover Page](#)

[Country Club Road Reconst PSA.docx](#)

[Country Club Road Budget.pdf](#)

[Otak Fee Schedule.pdf](#)

[Country Club Road Map.pdf](#)

- 5.F Authorize the City Manager to Execute a Purchased Services Agreement with NWESTCO, LLC, for the Fuel Software Upgrade Project (\$74,980.41 - Tax Supported) – Public Works**
[Cover Page](#)
[Agreement for Purchased Services - NWESTCO - Fuel Software.docx](#)
[PROPOSAL.pdf](#)
[Vicinity Map \(2\).pdf](#)
- 5.G Authorize Service Contract with Bremerton Kitsap Access Television for 2023-2025 at a Cost of \$38,295, Increased Annually by June CPI-U - Executive**
[Cover Page](#)
[BKAT Services Agreement for Bainbridge Island 2023-2025 - Final](#)
- 5.H Adopt Ordinance No. 2022-14 Amending BIMC 18.15.020 and BIMC 18.36.030 and Associated Tables Related to Electric Vehicle Charging Requirements for New Construction and Expansion Projects**
[Cover Page](#)
[Ordinance No. 2022-14 Regarding EV Parking.docx](#)
- 5.I Adopt Ordinance No. 2022-21 Amending Chapter 8.24 of the Bainbridge Island Municipal Code to Add Definitions for Condiment and Personal Care Product and to Correct a Misspelling**
[Cover Page](#)
[Ordinance No. 2022-21 Amending Chapter 8.24 BIMC Waste Reduction.docx](#)
- 5.J Cancel the November 22, 2022, City Council Business Meeting and the December 6, 2022 City Council Study Session**
[Cover Page](#)

6) COUNCIL ANNOUNCEMENTS

Deputy Mayor Moriwaki mentioned attending an e-bike tour arranged by Squeaky Wheels.

Councilmember Schneider provided additional information on the e-bike tour and the B.I. Reads for Justice community read event.

Deputy Mayor Moriwaki mentioned that he attended Public Art Commission, Race Equity Advisory Committee, Design Review Board and Historic Preservation Commission meetings.

Councilmember Fantroy-Johnson mentioned that she attended the e-bike tour, a Kitsap Economic Development Alliance Executive Board meeting, a Creative District board meeting, a Race Equity Advisory Committee meeting, a Housing Kitsap Executive Committee meeting, a Lodging Tax Advisory Committee meeting. She added that she will be attending a Human Services Advisory Committee meeting.

Councilmember Quitslund mentioned that he attended a Planning Commission meeting, a Puget Sound Regional Council workshop on equity, and the e-bike tour.

Mayor Deets mentioned the Lodging Tax Advisory Committee funding recommendations, the e-bike tour, updates to the energy code, and his absence at next week’s meeting.

Mayor Deets also reported that he met with Councilmember Pollock and Deputy Mayor Moriwaki to discuss next steps on EV charging requirements with Climate Adaptation Officer Salamack.

7) CITY MANAGER'S REPORT

City Manager King provided information on Friends of the Farms and Suyematsu Farm.

8) PUBLIC HEARING(S)

8.A Hold the Final Public Hearing for Ordinance No. 2022-19 Relating to the 2023-2024 Biennial Budget and Receive Council Direction; Adopt Resolution No. 2022-28 Relating to Replenishing General Fund Financial Reserves; Adopt Ordinance No. 2022-23 Revising the 2023-28 Capital Improvement Plan Update; Adopt Ordinance No. 2022-19 Relating to the 2023-2024 Biennial Budget

Cover Page

Resolution No. 2022-28 Replenishing Financial Reserves - Final.docx

Ordinance No. 2022-23 Adopting Revisions to the 2023-2028 Update of the Six-Year CIP - Final.docx

Ordinance No. 2022-23 Exhibit A 2023-2028 CIP (Revised).pdf

Ordinance No. 2022-19 Adopting Biennial Budget for FY 2023-2024.docx

Exhibit A to Ordinance No. 2022-19

Exhibit B to Ordinance No. 2022-19

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

Mayor Deets opened the public hearing at 7:30 p.m. There was no public comment. Mayor Deets closed the public hearing at 7:30 pm.

MOTION: I move to adopt Resolution No. 2022-28 relating to replenishing General Fund financial reserves.

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

MOTION: I move to adopt Ordinance No. 2022-23 relating to the Revised 2023-2028 Capital Improvement Plan Update.

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

MOTION: I move to adopt Ordinance No. 2022-19 relating to the 2023-2024 Biennial Budget.

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

MOTION: I move that we put \$100,000 into the Housing Sub Fund.

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

8.B Hold a Public Hearing and Consider Adoption of Resolution No. 2022-29 Related to Adopting a Redistricting Plan Based on the 2020 Census - Planning

Cover Page

11.08.2022_Draft_Redistricting_Public_Hearing_plc_rev.pptx

Resolution No. 2022-29 to Adopt Decennial Redistricting Plan.docx

City Manager King introduced the agenda item. Planning Director Charnas provided additional information.

Mayor Deets opened the public hearing at 7:47 p.m.

Public Comment

Ariel Shultz asked a question about the wards.

Mayor Deets closed the public hearing at 7:49 pm.

MOTION: I move to adopt Resolution No. 2022-29 relating to adopting a Redistricting Plan based on the 2020 Census.

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

9) REGULAR BUSINESS

- 9.A Receive Presentation and Results of National Community Survey – Polco Staff, 30 minutes**
[The NCS Report - Bainbridge Island, WA 2022](#)
[The NCS Presentation Bainbridge Island, WA 2022 - 11-03-22.pdf](#)

This item was removed from the agenda due to unavailability of Polco staff.

- 9.B Receive Update for the Legislative Policy Guidelines - Executive**
[Cover Page](#)
[2023_Legislative_Policy_Guidelines_for_CC_11082022](#)

City Manager King introduced the agenda item. Urban Fellow Francisco provided information on the revisions to the guidelines, and Council discussed the topic.

MOTION: I move that the Council endorse the legislative policies as presented and authorize the City Manager to provide comment to State or Federal legislative bodies consistent with this direction as appropriate and when timely.

Quitslund/Moriwaki: The motion carried 6 – 1.

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

Council adjourned for a 5-minute break at 8:30 p.m. Council returned at 8:35 p.m., and Mayor Deets reconvened the meeting.

- 9.C Discuss Alternatives for the Farm Trail Project Scope - Public Works**
[Cover Page](#)
[City Farm Trail Presentation_Pt 2.pptx](#)

Public Works Director Wierzbicki provided information on the farm trail, and Council discussed the project.

MOTION: I move to authorize the City Manager to complete the trail with the current surface of woodchips.

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

9.D Discuss and Provide Direction for Redevelopment of Police Station Site at 625 Winslow Way East

Cover Page

Bainbridge Island Site Analysis Report 110222

Exhibit 1 - Parcel Map of Current Property and Proposed Potential Acquisition

Table 4 - 100% Affordable Scenario.docx

Table 5 - Mixed Income Development Scenario.docx

City Manager King introduced the agenda item. Morgan Shook and Erik Bagwell from ECONorthwest joined the meeting and provided additional information. Council provided feedback on the redevelopment.

MOTION: I move to redevelop the site at 635 Winslow Way East subject to the direction of the City Council.

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

10) COMMUNICATIONS

10.A Consider Request for Agenda Item to Discuss Moratorium on Inns as a Permitted Use Pending Review of Council Intent and Historical Application of Ordinance No. 2011-17 - Councilmember Hytopoulos

Cover Page

Request for Council Discussion on Enforcement of Room Limit for Inns HYTOPOULOS.pdf

Mayor Deets introduced the agenda item. Councilmember Hytopoulos provided additional information.

MOTION: I move to place this item on a future Council agenda.

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

10.B Consider Request from the Historic Preservation Commission for the City to Issue a Letter of Concern Regarding Bainbridge Island Metropolitan Park & Recreation District's Fort Ward Projects

Cover Page

Letter to City Manager.pdf

City Manager King introduced the agenda item and Council discussed the request.

Councilmember Pollock moved and Councilmember Quitslund seconded to authorize the issuance of a letter of concern regarding pending Bainbridge Island Metropolitan Park & Recreation District projects in Fort Ward. Following discussion, Councilmember Pollock withdrew his motion.

Public Comment

John Lay spoke against the Park District's proposal.

Council discussed next steps and asked for additional information.

11) ADJOURNMENT

Mayor Deets adjourned the meeting at 9:58 p.m.

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, NOVEMBER 15, 2022**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL

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

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

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

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

There were no conflicts of interest disclosed.

3) PRESENTATION(S)

**3.A Receive Presentation on Housing Action Plan Community Engagement Efforts and Results
2022 Council High Priority Project - Planning**

[Cover Page](#)

[HAP Engagement Presentation Nov 2022.pdf](#)

[Bainbridge Island HAP Community Engagement Report and Appendix.pdf](#)

City Manager King introduced the agenda item. Planning Director Charnas provided additional information. Sophie Glass of Triangle Associates provided a presentation. Council discussed the topic, and Jennifer Cannon from ECONorthwest joined discussion.

4) REGULAR BUSINESS

**4.A Receive an Update on the Wastewater Beneficial Re-use Project **2022 Council High
Priority Project** - Public Works**

[Cover Page](#)

[WWTP Beneficial Re-Use Presentation.pptx](#)

[Bainbridge Island WW Beneficial Reuse TM 1 2022-11-01.pdf](#)

City Manager King introduced the agenda item. Public Works Director Wierzbicki provided a presentation and addressed Council's questions.

4.B Discuss Public Engagement - Executive
Cover Page
Community Engagement Discussion for CC 11152022

City Manager King provided a presentation, and Council discussed the topic.

MOTION: I move to direct the City Manager to perform a further analysis of City Advisory Boards, Committees, and Commissions, and to provide a report and further recommendations related to committees and other forms of public engagement to the City Council by March 30, 2023.

Pollock/Schneider: The motion carried 5 – 1.

AYES: Leslie Schneider, Kirsten Hytopoulos, Michael Pollock, Brenda Fantroy-Johnson, Clarence Moriwaki

NOES: Jon Quitslund

ABSENT: Joe Deets

ABSTAIN: None

5) COMMITTEE REPORTS

Councilmember Quitslund reported on a meeting of the Utility Advisory Commission and a Partners in Health benefit at the Bainbridge Island Museum of Art.

Councilmember Hytopoulos mentioned a request from the Climate Change Advisory Committee (CCAC) to invite Puget Sound Energy for a conversation about the Climate Action Plan and have the CCAC prepare questions.

Councilmember Schneider mentioned attending the Partners in Health panel discussion, a Puget Sound Regional Council Transportation Policy Board meeting, and a Kitsap Transit Board meeting. She also mentioned a concern from a resident about wait times at St. Michael's Emergency Room and asked to provide a letter in support.

Councilmember Hytopoulos provided an update on the Kitsap Health District Board.

Councilmember Fantroy-Johnson provided an update on the Senior Center, the situation at St. Michael's Hospital, and the Kitsap Economic Development Alliance.

Deputy Mayor Moriwaki provided an update on the Human Services Funding Task Force.

6) ADJOURNMENT

Deputy Mayor Moriwaki adjourned the meeting at 8:25 p.m.

Joe Deets, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Approve Accounts Payable and Payroll

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve accounts payable and payroll.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[AP Report to Council of Cash Disbursements 11-23-22.pdf](#)

[Council Report PR 112022.pdf](#)

[AP Report to Council of Cash Disbursements 12-14-22.pdf](#)

[CR 12-5-22.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: November 07, 2022 - November 21, 2022

CITY COUNCIL: November 08, 2022 - November 22, 2022

Last check from previous run: 359449 dated 11/09/2022 issued to Wood Environmental Infrastructure for \$2,430.00

Last ACH from previous run: 1525 dated 11/09/2022 issued to Winery Alliance of BI for \$7,835.04

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	09/28/2022	359224	Alonso, Joseph/Check was accidentally destroyed by the vendor	N/A
ACH/EFT	11/10/2022	1526	FIN/Allstream/Citywide phone services	793.11
Manual	11/09/2022	359450	Alonso, Joseph/Utility Billing refunds, Reissue check 359224	83.63
Manual	11/09/2022	359451	POL,PCD/AT&T/Fax long distance	19.69
Manual	11/09/2022	359452	CenturyLink/Citywide telemetry - Nov. 2022	3,122.10
Manual	11/09/2022	359453	PW/City of BI/Retainage for annual road striping	7,846.26
Manual	11/09/2022	359454	Kitsap County Treasurer/Oct. 2022 court fines & fees collected for the county	27.38
Manual	11/09/2022	359455	CC,EX/Legislative Reception attendance Blair King & council members	150.00
Manual	11/09/2022	359456	Puget Sound Energy/194 Winslow Way W. energy bill	10.86
Manual	11/09/2022	359457	PW/Stripe Rite/2022 annual striping project	149,079.01
Manual	11/09/2022	359458	Fin/WA ST Patrol/Background checks	92.75
Manual	11/09/2022	359459	WA ST Treasurer/Oct. 2022 court fines collected for the State	2,702.02
Manual	11/15/2022	359460	CenturyLink/Citywide telemetry - Nov. 2022	1,756.53
Manual	11/15/2022	359461	HR/Ray Corpuz/City manager evaluation services	4,800.00
Manual	11/15/2022	359462	EX/Katherine Jennings/Sustainable transportation plan video	3,300.00
Manual	11/15/2022	359463	Puget Sound Energy/Citywide energy services	37,375.67
Manual	11/15/2022	359464	ENG/Staples/Label tape, pens, post-its, batteries	100.89
Manual	11/15/2022	359465	ENG/John Green/APWA stickers for fleet & hard hats	905.13
Manual	11/15/2022	359466	Verizon/Citywide wireless charges - Nov. 2022	5,855.91

Total Manual Checks and Electronic Disbursements	218,020.94
--	------------

Regular Run Checks	11/23/2022	359467-359528	Total Regular Check Run	145,087.69	
Regular Run ACH	11/23/2022	1527-1582	Total Regular ACH Run	347,488.48	
				Total Disbursements	710,597.11

Retainage Release	11/07/2022	208	Liden Land Development/Sound to Olympic Trail - Visconsi Segment	8,713.39
Retainage Release	11/09/2022	209	Bainbridge Island Electric/Head of the Bay Variable Frequency Drive	378.70
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by _____ Jacob Kines, Senior Accounting Technician

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

Karl R. Shaw

Karl R. Shaw, Accounting Manager

11/15/2022

Date

11/07/2022 09:36
jkin

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

Paul R. Shaw
11/7/2022

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN		NET
INVOICE DTL DESC										
359224	09/28/2022	VOID	10090 ALONSO, JOSEPH	258081	103672	09/14/2022				-83.63
	Invoice: 103672									
				-83.63	411	122100	UB 10744 710 DEERCLIFF ROAD NE			
							WATER ACCOUNTS RECEIVABLE			
							CHECK	359224 TOTAL:		-83.63
							NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	-83.63
							COUNT	AMOUNT		
							TOTAL VOIDED CHECKS	1	83.63	
									*** GRAND TOTAL ***	-83.63

Check was accidentally put in the wash by the recipient. The affidavit of lost check and the email requesting a new check has been attached below.

11/07/2022 09:36
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 11	58								
APP 401-213000	11/07/2022	359224	VOID			ACCOUNTS PAYABLE			83.63
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	11/07/2022	359224	VOID			CASH		83.63	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								83.63	83.63
APP 631-130000	11/07/2022	09/25/22	VOID			DUE TO/FROM CLEARING			83.63
APP 401-130000	11/07/2022	09/25/22	VOID			DUE TO/FROM CLEARING		83.63	
SYSTEM GENERATED ENTRIES TOTAL								83.63	83.63
JOURNAL 2022/11/58 TOTAL								167.26	167.26

11/07/2022 09:36
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
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	58	11/07/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	83.63	83.63
				FUND TOTAL	83.63	83.63
631 CLEARING FUND 631-130000 635-111100	2022 11	58	11/07/2022	DUE TO/FROM CLEARING CASH	83.63	83.63
				FUND TOTAL	83.63	83.63

11/07/2022 09:36
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
401	WATER OPERATING FUND		83.63
631	CLEARING FUND	83.63	
TOTAL		83.63	83.63

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



CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

Affidavit Lost, Missing, or Destroyed Check

I, Joseph Alonso being first duly sworn upon oath, depose and say that I/we are the proper owner, payee, or legal representative of such owner or payee of The City of Bainbridge Island (COBI) original check number 00359229 dated 11/4/22 made out to Joseph Alonso in the amount of \$ 83.63 and that same has been lost, never received, or destroyed and has not been paid.

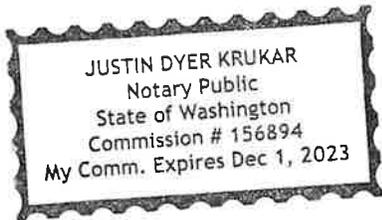
Signature [Handwritten Signature]
Printed Name Joseph D. Alonso

Subscribed and sworn before me this 4th day of November, 2022.

Notary Public in and for the State of: WA

Residing in the City of: Bainbridge Island, WA.

[Handwritten Signature]



Jacob Kines

From: Joe <joealonso@gmail.com>
Sent: Thursday, October 20, 2022 8:49 AM
To: Jacob Kines
Subject: Re: 710 DEERCLIFF

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.

Thanks so much Jacob!

On Thu, Oct 20, 2022 at 8:25 AM Jacob Kines <jkines@bainbridgewa.gov> wrote:

Joe,

We will need to wait until the check has become stale dated, which will be on 10/28/2022, in order to void the check and issue a new one. I have attached the Affidavit of Lost Check form for you to fill out, get it notarized, and send it back to me after the stale date. I have also attached a copy of check voucher 359224 to help you fill out the affidavit. When the check has become stale dated and I receive the affidavit I will void the original check and issue a new one. Please let me know if you have any questions/concerns about this process.

Thanks,

JACOB KINES

Senior Accounting Technician – Accounts Payable



www.bainbridgewa.gov

facebook.com/citybainbridgeisland/

206.780.8612 (office)

From: Christy Shipman <cshipman@bainbridgewa.gov>
Sent: Thursday, October 20, 2022 8:09 AM
To: Joe <joealonso@gmail.com>

Cc: Jacob Kines <jkines@bainbridgewa.gov>

Subject: RE: 710 DEERCLIFF

Joe,

I'm not sure how that works. Our payables Dept may have to wait for a stale date on the check. But I have included him on the email. I know you will have to sign an affidavit of a lost check.

Jacob,

Joe said he washed his refund check.

Joseph Alonso owner of:

710 Deercliff Rd NE

Account # 10744

Can you look into this and tell him the options?

Thanks!

Christy

From: Joe <joealonso@gmail.com>

Sent: Thursday, October 20, 2022 7:51 AM

To: Christy Shipman <cshipman@bainbridgewa.gov>

Subject: Re: 710 DEERCLIFF

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.

Hi Christy,

The check accidentally went through the wash. Would it be possible to cancel that check and send a new one?

Thanks,

Joe

On Tue, Oct 11, 2022 at 10:48 AM Joe <joelonso@gmail.com> wrote:

Great, Thank you Christy

On Tue, Oct 11, 2022 at 10:15 AM Christy Shipman <cshipman@bainbridgewa.gov> wrote:

Joe,

I show that a refund check went to you for an overpayment on Deercliff, I have attached the billing history. Future bills are going to the tenant.



CHRISTY SHIPMAN

Senior Accounting Technician

Utility Billing and Accounts Receivable

206.780.8603 (office)

www.bainbridgewa.gov



JK



11/07/2022 13:10
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 628 111100 CASH-RETAINAGE
CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

208 11/07/2022 PRTD 5262 LIDEN LAND DEV & EXC 259315 RETREL-00841 11/02/2022 RT110722 8,713.39
Invoice: RETREL-00841 8,713.39 41628860 586000 RET REL SOUND TO OLYMPIC TRAIL - VISCONSI SEGMENT
RETAINAGE RELEASE

CHECK 208 TOTAL: 8,713.39

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 8,713.39

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	8,713.39

*** GRAND TOTAL *** 8,713.39

11/07/2022 13:10
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 11	60									
APP 622-213000	11/07/2022	RT110722	110722			ACCOUNTS PAYABLE		8,713.39		
						AP CASH DISBURSEMENTS JOURNAL				
APP 628-111100	11/07/2022	RT110722	110722			CASH-RETAINAGE			8,713.39	
						AP CASH DISBURSEMENTS JOURNAL				
							JOURNAL 2022/11/60	TOTAL	8,713.39	8,713.39

11/07/2022 13:10
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
622 EXPENDABLE TRUST FUND 622-213000 628-111100	2022 11	60	11/07/2022	ACCOUNTS PAYABLE CASH-RETAINAGE	8,713.39	8,713.39
				FUND TOTAL	8,713.39	8,713.39

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

JK



11/09/2022 10:24
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 628	111100	CASH-RETAINAGE	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
209	11/09/2022	PRTD	50 BAINBRIDGE ISLAND EL	259387	RETREL-01190	11/08/2022	RT110922	378.70
	Invoice: RETREL-01190			378.70	41628860 586000	RET REL HEAD OF BAY VARIABLE FREQUENCY DRIVE	RETAINAGE RELEASE	
						CHECK	209 TOTAL:	378.70
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		378.70
						COUNT	AMOUNT	
				TOTAL PRINTED CHECKS		1	378.70	
						*** GRAND TOTAL ***		378.70

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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 11	93								
APP 622-213000	11/09/2022	RT110922	110922			ACCOUNTS PAYABLE		378.70	
						AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100	11/09/2022	RT110922	110922			CASH-RETAINAGE			378.70
						AP CASH DISBURSEMENTS JOURNAL			
						JOURNAL 2022/11/93	TOTAL	378.70	378.70

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622 EXPENDABLE TRUST FUND 622-213000 628-111100	2022 11	93	11/09/2022	ACCOUNTS PAYABLE CASH-RETAINAGE	378.70	378.70
				FUND TOTAL	378.70	378.70

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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									
1526	11/10/2022	EFT	8672 ALLSTREAM	259243	18923896	11/01/2022		M110822	793.11
	Invoice: 18923896								
				793.11	71637891 542100				
								FIN/CITY WIDE PHONE SERVICES	
								PW - ALLOC COMMUNICATION	
								CHECK 1526 TOTAL:	793.11
								NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL *** 793.11
								COUNT	AMOUNT
								TOTAL EFT'S 1	793.11
								*** GRAND TOTAL ***	793.11

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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 11	95								
APP 631-213000	11/10/2022	M110822	110922			ACCOUNTS PAYABLE		793.11	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	11/10/2022	M110822	110922			CASH			793.11
						AP CASH DISBURSEMENTS JOURNAL			
						JOURNAL 2022/11/95	TOTAL	793.11	793.11

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND 631-213000 635-111100	2022 11	95	11/10/2022	ACCOUNTS PAYABLE CASH	793.11	793.11
				FUND TOTAL	793.11	793.11

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN		NET
1527	11/23/2022	EFT	9249 911 SUPPLY INC	259479	INV-2-23667	11/09/2022		11/20/22		51.33
			Invoice: INV-2-23667							
				51.33	53011212 520000					
			Invoice: INV-2-23668	259480	INV-2-23668	11/09/2022		11/20/22		39.31
				39.31	53011212 520000					
								CHECK	1527 TOTAL:	90.64
1528	11/23/2022	EFT	5 ACE HARDWARE	259248	520981	10/31/2022		11/20/22		37.12
			Invoice: 520981							
				37.12	73011189 531100					
			Invoice: 521011	259249	521011	10/31/2022		11/20/22		51.29
				51.29	73431835 531100					
			Invoice: 521061	259250	521061	10/31/2022		11/20/22		43.63
				43.63	73431835 531100					
			Invoice: 521071	259251	521071	10/31/2022		11/20/22		51.18
				51.18	73411345 531100					
			Invoice: 521291	259486	521291	11/07/2022		11/20/22		28.36
				28.36	73011215 531100					
			Invoice: 521411	259487	521411	11/08/2022		11/20/22		10.90
				10.90	73011897 531100					
			Invoice: 521491	259488	521491	11/09/2022		11/20/22		78.55
				78.55	73011755 531100					
			Invoice: 521531	259489	521531	11/09/2022		11/20/22		92.81
				92.81	73411345 531100					
			Invoice: 521221	259520	521221	11/03/2022		11/20/22		129.89
				129.89	73425358 531100					
								CHECK	1528 TOTAL:	523.73

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CITY OF BAINBRIDGE ISLAND
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CASH ACCOUNT: 635		111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
1532	11/23/2022	EFT	55 SOUND PUBLISHING, IN	259299	8083806	10/31/2022		11/20/22	399.75
	Invoice: 8083806							PCD/JENNIFER SUTTON'S CPA DISPLAY AD	
				399.75	63470586 544000			CUR-DEV-ZONING-ADV	
	Invoice: 8080239							09/30/2022	1,098.00
				259478	8080239			PCD,CC/GREEN ADDITION ADS SEPTEMBER 2022	
				274.50	63470586 544000			CUR-DEV-ZONING-ADV	
				823.50	11011113 544000			COUNCIL - LEGAL NOTICES	
								CHECK 1532 TOTAL:	1,497.75
1533	11/23/2022	EFT	55 SOUND PUBLISHING, IN	259253	BIR965488	10/28/2022		11/20/22	92.08
	Invoice: BIR965488							PCD/PLN51269 TOLO ROAD LLC	
				92.08	63470586 544000			CUR-DEV-ZONING-ADV	
	Invoice: BIR965506							10/28/2022	82.17
				259254	BIR965506			PCD/PLN52165 KOJIMA SPT	
				82.17	63470586 544000			CUR-DEV-ZONING-ADV	
	Invoice: BIR965518							10/28/2022	160.08
				259255	BIR965518			PCD/PLN52152HAGGAR SCRIBER CPA	
				160.08	63470586 544000			CUR-DEV-ZONING-ADV	
	Invoice: BIR965520							10/28/2022	158.67
				259256	BIR965520			PCD/PLN52180 LYNWOOD CENTER CPA	
				158.67	63470586 544000			CUR-DEV-ZONING-ADV	
	Invoice: BIR965515							10/28/2022	84.78
				259301	BIR965515			CC/LEGAL NOTICE ORDINANCE 2022-19	
				84.78	11011113 544000			COUNCIL - LEGAL NOTICES	
	Invoice: BIR965516							10/28/2022	82.17
				259302	BIR965516			CC/LEGAL NOTICE RESOLUTION 2022-29	
				82.17	11011113 544000			COUNCIL - LEGAL NOTICES	
								CHECK 1533 TOTAL:	659.95
1534	11/23/2022	EFT	55 SOUND PUBLISHING, IN	259317	8083832	10/31/2022		11/20/22	56.45
	Invoice: 8083832							POL/CLASSIFIEDS/PROPERTY	
				56.45	51011191 544000			PD-C/E-PROP RM-ADVERTISING	
								CHECK 1534 TOTAL:	56.45
1535	11/23/2022	EFT	9856 BARR-TECH LLC	259521	8505	10/31/2022		11/20/22	5,896.31
	Invoice: 8505							PW/BIOSOLIDS PROCESSED OCT 2022 83.07 TONS	
				5,896.31	73425358 54790100551			BIOSOLIDS WASTE DISPOSAL	

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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: 90525922									
				-41.16	73425358	531100			
								PW/1/4" 4X8 A3 MAH RETURN O&M-WWTP-SUPPLIES	
								CHECK	782.69
								1538 TOTAL:	
1539	11/23/2022	EFT	2495 CH2O INTERNATIONAL	259508	327327			11/07/2022	390.39
								11/20/22	
								PW/CITY HALL SERVICE VISIT	
								CH HVAC-REPAIRS	
								PWY HVAC-REPAIRS	
								CHECK	390.39
								1539 TOTAL:	
1540	11/23/2022	EFT	7509 CONSTRUCTION PARTS L	259261	37393			10/31/2022	1,177.91
								11/20/22	
								PW/GRADER BLADE, JD RIPPER SHANK, PLOW BOLT	
								O&M-STD ALLOCATION-SUPPLIES	
								CHECK	1,177.91
								1540 TOTAL:	
1541	11/23/2022	EFT	142 COPIERS NORTHWEST IN	259499	INV2549172			10/27/2022	289.01
								11/20/22	
								EX,FIN/COPIER LEASE	
								EX-GF-RENTS & LEASES	
								FIN - C/E ADMIN RENTS & LEASES	
								CHECK	289.01
								1541 TOTAL:	
1542	11/23/2022	EFT	10002 CI SECURITY	259305	2022-12499			09/08/2022	5,772.50
								11/20/22	
								IT/NETWORK PENETRATION, VULNERABILITY TESTS	
								IT - C/E PROF SERVICES	
								CHECK	5,772.50
								1542 TOTAL:	
1543	11/23/2022	EFT	6363 LN CURTIS & SONS	259319	INV644177			10/25/2022	113.15
								11/20/22	
								POL/UNIFORM SHIRT/SHIELDS	
								POLICE - C/E PATROL BENEFITS	
								CHECK	113.15
								1543 TOTAL:	
1544	11/23/2022	EFT	8691 ROBERT DAVY	259386	11/08/2022			11/08/2022	60.00
								11/20/22	
								CRT/JUDGE PRO TEMPORE SERVICES	
								COURT-JUDGE PRO TEMPORE SVCS	
								CHECK	60.00
								1544 TOTAL:	

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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									
1545	11/23/2022	EFT	10036 DKS ASSOCIATES	259306	0083222	11/02/2022		11/20/22	170.00
	Invoice: 0083222								
				170.00	31011492 54110001195	EX/EV FLEET CHARGING EVALUATION PROJECT CAP-TRANSP & FUELS-PROF SVCA			
							CHECK	1545 TOTAL:	170.00
1546	11/23/2022	EFT	8975 ECONORTHWEST	259262	26223R	09/30/2022		11/20/22	22,280.79
	Invoice: 26223R								
				22,280.79	64011586 54110001186	PCD/HOUSING ACTION PLAN HOUSING ACTION PLAN-PROF SVCS			
							CHECK	1546 TOTAL:	22,280.79
1547	11/23/2022	EFT	4639 ENNIS-FLINT, INC.	259376	270700	10/28/2022		11/20/22	15,845.02
	Invoice: 270700								
				15,845.02	73111264 53110000908	PW/LFT BIKE RIDER, STR ARROW, RGT TURN ARW SIGNS 2018 PAVEMENT MARKINGS-SUPPLY			
							CHECK	1547 TOTAL:	15,845.02
1548	11/23/2022	EFT	5781 EXTERMINATION SERVIC	259263	43094	10/26/2022		11/20/22	364.73
	Invoice: 43094								
				364.73	73425358 541100	PW/WWTP EXTERMINATION SERVICES OCT 22 O&M-WWTP-PROF SVCS			
				259264	43101	10/30/2022		11/20/22	229.32
	Invoice: 43101								
				229.32	73011897 541100	PW/REMOVE YELLOW JACKET NEST MAINT. YARD O&M-C/E-PWY FAC-PROF SVCS			
							CHECK	1548 TOTAL:	594.05
1549	11/23/2022	EFT	6940 FREMONT ANALYTICAL	259551	2211101	11/11/2022		11/20/22	150.00
	Invoice: 2211101								
				75.00	72011322 54110000485	ENG/00485 & 00809 SURFACE & GROUND GROUNDWTR MNGT PRGM-PROF SVCS			
				75.00	72411342 54110000485	GROUNDWTR MNGT PRGM-PRO SVCS			
							CHECK	1549 TOTAL:	150.00
1550	11/23/2022	EFT	1517 GUARDIAN SECURITY SY	259320	1298699	11/01/2022		11/20/22	57.66
	Invoice: 1298699								
				57.66	51011215 541100	POL/ALARM MONITORING POLICE - C/E FACIL PROF SVCS			
							CHECK	1550 TOTAL:	57.66
1551	11/23/2022	EFT	253 HACH COMPANY	259268	13313437	10/31/2022		11/20/22	204.75
	Invoice: 13313437								
				102.38	72011319 53110000809	ENG/SUPPLIES TO CLIBRATE WQ SENSORS WTR QUAL & FLOW MONIT-SUPPLIES			
				81.90	72431832 53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

				20.47	72411342	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
Invoice: 13321094				259380	13321094		11/03/2022	11/20/22		287.17
							ENG/MULTI-PARAMETER SONDE CALIBRATION			
				143.57	72011319	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
				114.88	72431832	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
				28.72	72411342	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
Invoice: 13337982				259552	13337982		11/14/2022	11/20/22		710.41
							ENG/ANNUAL MULTI PARAMTER SONDE MAINTENANCE			
				355.21	72011319	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
				284.16	72431832	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
				71.04	72411342	53110000809	WTR QUAL & FLOW MONIT-SUPPLIES			
							CHECK	1551 TOTAL:		1,202.33
1552 11/23/2022 EFT		6155	HDR ENGINEERING INC	259269	1200474207		11/02/2022	11/20/22		2,279.44
Invoice: 1200474207							PW/WASTEWATER BENEFICIAL REUSE AN			
				2,279.44	71425352	54110001192	WW BEN REUSE-PROF SVCS			
							CHECK	1552 TOTAL:		2,279.44
1553 11/23/2022 EFT		268	HOUSING RESOURCES BO	259270	11755		11/01/2022	11/20/22		700.00
Invoice: 11755							EX/2022 IRA ASSESSMENT 301 MADRONA WAY NE			
				700.00	31180592	54130400297	IMHP SPACE RENT DEFAULT			
							CHECK	1553 TOTAL:		700.00
1554 11/23/2022 EFT		1496	KITSAP COUNTY SEWER	259274	KCSD7-COBI-2022-OCT		11/02/2022	11/20/22		22,563.70
Invoice: KCSD7-COBI-2022-OCT							PW/OCTOBER 2022 SEWER UTILITY CHARGE			
				22,563.70	73426356	551000	SIS-SD#7 PROCESSING CHGS			
							CHECK	1554 TOTAL:		22,563.70
1555 11/23/2022 EFT		199	KITSAP ECONOMIC DEVE	259275	CBI-3Q-22		09/30/2022	11/20/22		2,500.00
Invoice: CBI-3Q-22							EX/ECONOMIC DEVELOPMENT SRVC 3Q-2022			
				2,500.00	31011586	54110000297	EX-GF-ECON DEV PLANNING			
							CHECK	1555 TOTAL:		2,500.00
1556 11/23/2022 EFT		8549	KINGWEST, LLC	259510	835831		11/01/2022	11/20/22		6,158.88
Invoice: 835831							PW/REMOVED 2 FIR TREES TAYLOR AVE NE			
				6,158.88	73011183	54110000354	TREE PRES/REMOVAL-CH-PROF SVCS			
							CHECK	1556 TOTAL:		6,158.88

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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									
1557	11/23/2022	EFT	9852 KISSLER ENTERPRISES	259378	10318	07/31/2022		11/20/22	7,059.80
	Invoice: 10318			7,059.80	73425358	54790100551	PW/BIOSOLIDS HAULING TO BARR-TECH BIOSOLIDS WASTE DISPOSAL		
	Invoice: 10444			259398	10444	10/31/2022		11/20/22	9,137.70
				9,137.70	73425358	54790100551	PW/WWTP BIOSOLIDS HAULING BIOSOLIDS WASTE DISPOSAL		
							CHECK	1557 TOTAL:	16,197.50
1558	11/23/2022	EFT	315 KITSAP HUMANE SOCIET	259276	2161	11/01/2022		11/20/22	6,420.33
	Invoice: 2161			6,420.33	91011393	541100	ANIMAL CONTROL (2021-2023) FIN - C/E ANIMAL CONTROL FEES		
							CHECK	1558 TOTAL:	6,420.33
1559	11/23/2022	EFT	309 KITSAP TIRE CENTER I	259277	INV058540	10/24/2022		11/20/22	774.97
	Invoice: INV058540			774.97	73637960	53110000905	PW/E WRANGLER ALL TERRAIN TIRES X4 2018 P/U-50%ST/50% GF-SUPPLIES		
	Invoice: INV058719			259532	INV058719	11/09/2022		11/20/22	2,159.15
				2,159.15	73431835	531100	PW/GOODYEAR TIRES X4 OFFICE SUPPLIES		
							CHECK	1559 TOTAL:	2,934.12
1560	11/23/2022	EFT	5011 LEXISNEXIS RISK SOLU	259323	1272084-20221031	10/31/2022		11/20/22	163.80
	Invoice: 1272084-20221031			163.80	52011212	548500	POL/MONTHLY SUBSCRIPTION PD-C/E-INV-COMPUTER SUPT MAINT		
							CHECK	1560 TOTAL:	163.80
1561	11/23/2022	EFT	9943 THE NEXT DAY DRY CLE	259484	10/31/2022	10/31/2022		11/20/22	210.20
	Invoice: 10/31/2022			171.03	51011211	520000	POL/LAUNDRY SERVICE PD-C/E ADMIN-BENEFITS		
				39.17	53011212	520000	POLICE - C/E PATROL BENEFITS		
							CHECK	1561 TOTAL:	210.20
1562	11/23/2022	EFT	2430 OGDEN MURPHY WALLACE	259474	868750	11/07/2022		11/20/22	23,854.88
	Invoice: 868750			2,337.35	32011152	54111101156	LEGAL/PROFESSIONAL SERVICES OCT 2022 LIT-NEAL PRA SUIT		
				63.00	32471152	54111401217	HEX-GERLACH BLD PRMT (OMW-HEX)		
				2,009.23	32470152	54111101240	LIT-RICH (SUP. CT.)		
				3,267.00	32011152	54111101250	LIT-WOOD VS COBI (PCHB)		
				73.00	32011152	54111001046	LGL-PSE FRANCHISE		

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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										
				1,646.80	32011152	54111001131				ETHICS BOARD LEGAL ADVISOR
				2,268.00	32011152	541110				LGL-GF-LEGAL ADVICE
				94.50	91011211	541110				GG-C/E-CIVIL SVC-LEGAL ADVICE
				5,638.50	32470152	54111100897				PRES RESP SHORE(CT OF APPEALS)
				1,575.00	32470152	54111401211				JONES EM BULKHEAD (HEX-OMW)
				4,882.50	32470152	54111401220				HEX-WHITE RUE (OMW)
							CHECK	1562 TOTAL:	23,854.88	
1563	11/23/2022 EFT		4111 OLYMPIC SPRINGS INC	259279	352473	10/31/2022		11/20/22	39.10	
	Invoice: 352473			39.10	73425358	531100	PW/5 GAL PURIFIED WATER X4			O&M-WWTP-SUPPLIES
	Invoice: 352584			259326	352584		10/17/2022	11/20/22	48.87	
				48.87	51011215	531100	POL/PURIFIED WATER			POLICE - C/E FACIL SUPPLIES
	Invoice: 352925			259327	352925		10/31/2022	11/20/22	10.87	
				10.87	51011215	531100	POL/HOT & COLD RENT			POLICE - C/E FACIL SUPPLIES
							CHECK	1563 TOTAL:	98.84	
1564	11/23/2022 EFT		7925 OMNIPARK, INC	259328	INV924574	11/01/2022		11/20/22	336.34	
	Invoice: INV924574			336.34	51011217	548500	POL/PARKING SYSTEM SUPPORT			PD-C/E-PARKING ENF-COMP SUPPOR
							CHECK	1564 TOTAL:	336.34	
1565	11/23/2022 EFT		4129 OWEN EQUIPMENT COMPA	258217	00107620	08/30/2022		11/20/22	61.42	
	Invoice: 00107620			61.42	73637941	531100	PW/HANDLE FOR ANCH			VACTOR R&M-SUPPLIES
	Invoice: 00107656			258218	00107656		09/01/2022	11/20/22	418.85	
				418.85	73637941	531100	PW/VALVE, BUTTERFLY			VACTOR R&M-SUPPLIES
	Invoice: 00106839-CM			258220	00106839-CM		09/01/2022	11/20/22	-222.51	
				-222.51	73637941	531100	PW/CREDIT FOR DAMAGED PARTS IN SHIPPING			VACTOR R&M-SUPPLIES
	Invoice: 00107112-CM			258221	00107112-CM		09/01/2022	11/20/22	-1,076.53	
				-1,076.53	73637941	531100	PW/CREDIT DAMAGED PARTS IN SHIPPING			VACTOR R&M-SUPPLIES
	Invoice: 00107714			258575	00107714		09/07/2022	11/20/22	654.71	
				654.71	73431835	531100	PW/HOSE ASSY, HYD 2 X2			OFFICE SUPPLIES

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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
Invoice: 00108262				259382	00108262	10/26/2022	20220032	11/20/22	10,048.48	
				10,048.48	73111433 53110001248	PW/SONETICS COMMUNICATION SYSTEM				
										SONETICS COMM SYSTEM-SUPPLIES
								CHECK	1565	TOTAL: 9,884.42
1566	11/23/2022	EFT	10011 PACIFICA LAW GROUP L	259399	78994	11/07/2022		11/20/22	15,481.50	
Invoice: 78994				15,481.50	32311942 64111100724	LEGAL/PROFESSIONAL SERVICES OCTOBER 2022				
										LIT-BAINBRIDGE TAXPAYERS UNITE
								CHECK	1566	TOTAL: 15,481.50
1567	11/23/2022	EFT	9650 PAPE MACHINERY INC	259513	13912325	11/10/2022		11/20/22	6.54	
Invoice: 13912325				6.54	73111264 531100	PW/STOP SLEEVES				
										O&M-STREET-TRAF CONTROL-SUPPLY
								CHECK	1567	TOTAL: 6.54
1568	11/23/2022	EFT	448 PARAMETRIX INC	259334	36991	07/15/2022		11/20/22	37,218.84	
Invoice: 36991				37,218.84	72311942 64110000724	ENG/POLICE AND MUNICIPAL COURT PSA				
										PD/COURT BLDG-PROF SVCS/DESIGN
Invoice: 38485				15,571.20	72311942 64110000724	ENG/POLICE AND MUNICIPAL COURT PSA				
										PD/COURT BLDG-PROF SVCS/DESIGN
Invoice: 39331				15,839.29	72311942 64110000724	ENG/POLICE AND MUNICIPAL COURT PSA				
										PD/COURT BLDG-PROF SVCS/DESIGN
Invoice: 39870				11,335.43	72311942 64110000724	ENG/POLICE AND MUNICIPAL COURT PSA				
										PD/COURT BLDG-PROF SVCS/DESIGN
								CHECK	1568	TOTAL: 79,964.76
1569	11/23/2022	EFT	7435 RANDY KAN PORTABLE R	259518	1953245	11/03/2022		11/20/22	108.00	
Invoice: 1953245				108.00	73435838 545000	PW/RESTROOMS NE VICNENT RD				
										O&M-DECANT-RENTS
Invoice: 1953246				108.00	73011897 545000	PW/RESTROOMS HIDDEN COVE RD				
										O&M-C/E-PWYD FAC-RENTS
								CHECK	1569	TOTAL: 216.00

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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

1570	11/23/2022	EFT	617 S & B INC	259284	25249P	10/31/2022		11/20/22	3,203.50
	Invoice: 25249P								
				2,038.58	72423434	64110000821	ENG/WATER/SEWER TELEMETRY SCADA UP		
				1,164.92	72413434	64110000818	SWR-SCADA UPGRADES-PROF SVCS		
							SCADA UPGRADES WTR PRF SVC		
	Invoice: 26208A			259345	26208A	10/28/2022		11/20/22	28,976.22
				12,858.30	72413434	64110000818	ENG/WATER/SEWER TELEMETRY SCADA UP		
				16,117.92	72423434	64110000821	SCADA UPGRADES WTR PRF SVC		
							SWR-SCADA UPGRADES-PROF SVCS		
	Invoice: 26291A			259533	26291A	10/19/2022		11/20/22	1,856.40
				1,856.40	73425358	531100	PW/REPLACEMENT PARTS		
							O&M-WWTP-SUPPLIES		
	Invoice: 26310A			259537	26310A	10/27/2022		11/20/22	1,849.92
				1,849.92	73425358	541100	PW/KPSI SUBMERSIBLE LEVEL TRANSMITTER		
							O&M-WWTP-PROF SVCS		
	Invoice: 26314A			259538	26314A	10/25/2022		11/20/22	1,641.17
				1,641.17	73425358	541100	PW/FIELD ENGINEER REPORT OCTOBER 2022		
							O&M-WWTP-PROF SVCS		
							CHECK	1570 TOTAL:	37,527.21
1571	11/23/2022	EFT	9910 SEIDL, MICHAEL TIMOT	259285	2097	11/01/2022		11/20/22	4,977.50
	Invoice: 2097								
				4,977.50	31011572	54110001184	EX/COBI VIDEO PRODUCTION SERVICES OCT 2022		
							CITY MNGR VIDEO UPDATE-PROF SV		
							CHECK	1571 TOTAL:	4,977.50
1572	11/23/2022	EFT	8132 SPECTRA LABORATORIES	259539	22-05597	08/31/2022		11/20/22	69.00
	Invoice: 22-05597								
				69.00	73411345	54110000391	PW/FLUORIDE TESTING		
							LAB SVCS-WATER		
	Invoice: 22-07278			259540	22-07278	11/08/2022		11/20/22	69.00
				69.00	73411345	54110000391	PW/TOTAL COLIFORM, E COLI TESTING		
							LAB SVCS-WATER		
	Invoice: 22-07279			259541	22-07279	11/08/2022		11/20/22	23.00
				23.00	73011897	54110000391	PW/TOTAL COLIFORM, E COLI TESTING		
							LAB SVCS-PWY FAC		
	Invoice: 22-07333			259542	22-07333	11/10/2022		11/20/22	69.00
				69.00	73411345	54110000391	PW/FLUORIDE TESTING		
							LAB SVCS-WATER		
	Invoice: 22-07358			259543	22-07358	11/14/2022		11/20/22	320.00
				320.00	73425358	54110000391	PW/AMMONIA, NITRATE, NITROGEN TESTING		
							LAB & TESTING SVCS-WWTP		

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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		
				259544	22-07370	11/14/2022	11/20/22	320.00
Invoice: 22-07370				320.00	73425358	54110000391	PW/NITRATE, AMMONIA, NITROGEN TESTING LAB & TESTING SVCS-WWTP	
							CHECK 1572 TOTAL:	870.00
1573	11/23/2022	EFT	2122 STERICYCLE INC	259347	3006231072	10/31/2022	11/20/22	10.36
Invoice: 3006231072				10.36	51011215	547900	POL/BIOHAZARD DISPOSAL PD ADM-GARBAGE/DISPOSAL	
							CHECK 1573 TOTAL:	10.36
1574	11/23/2022	EFT	565 TACOMA SCREW PRODUCT	259547	140060331-00	11/02/2022	11/20/22	271.55
Invoice: 140060331-00				271.55	73638935	531100	PW/BOLT-BREAKER PENETRATING OIL, RUBBER STRAP O&M-STD ALLOCATION-SUPPLIES	
							CHECK 1574 TOTAL:	271.55
1575	11/23/2022	EFT	10124 THUILLIER, JENNIFER	259293	202263	10/31/2022	11/20/22	400.00
Invoice: 202263				400.00	31011492	54110001194	EX/2023 WASTE REDUCTION GRAPHIC DESIGN CAP-WASTE RED-PROF SVCS	
Invoice: 202264				259401	202264		10/31/2022	748.00
				748.00	31011492	54110001194	EX/GRAPHIC DESIGN SERVICES (CLIMA CAP-WASTE RED-PROF SVCS	
							CHECK 1575 TOTAL:	1,148.00
1576	11/23/2022	EFT	9295 TOOLE DESIGN GROUP,	259349	0SEA70178_10	10/21/2022	11/20/22	38,038.29
Invoice: 0SEA70178_10				31,183.92	72334561	64110001088	ENG/CORRIDOR IMPRVMENTS DESIGN & FI MAD AVE NM IMPR-PROF SVCS	
				6,854.37	72423434	64110001100	VILLIAGE BASIN IMPR-PROF SVCS	
							CHECK 1576 TOTAL:	38,038.29
1577	11/23/2022	EFT	1152 USA BLUE BOOK	259385	167047	11/04/2022	11/20/22	1,634.33
Invoice: 167047				1,634.33	73425358	531100	PW/CAP KIT HACH LDO MODEL 2, PE TUBING O&M-WWTP-SUPPLIES	
Invoice: 150001				259402	150001		10/20/2022	1,058.55
				1,058.55	73425358	531100	PW/CAP KIT FOR HACH LDO MODEL 2 O&M-WWTP-SUPPLIES	
Invoice: 168446				259555	168446		11/07/2022	2,799.69
				2,799.69	73425358	531100	PW/GENERAL PROTOCL INCUBATOR O&M-WWTP-SUPPLIES	

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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
								CHECK 1577 TOTAL:	5,492.57	
1578	11/23/2022 EFT		553 UTILITIES UNDERGROUN	259294	2100122	10/31/2022		11/20/22	154.80	
	Invoice: 2100122							PW/EXCAVATION NOTIFICATIONS X120 OCT 2022		
				154.80	73637893 54110000393			O&M ALLOC-LOCATING SVCS		
								CHECK 1578 TOTAL:	154.80	
1579	11/23/2022 EFT		1162 WASHINGTON AUDIOLOGY	259557	61088	10/31/2022		11/20/22	105.00	
	Invoice: 61088							POL,PW/OCCUPATIONAL HEARING EXAMS		
				42.00	53011212 541100			POLICE - C/E PATROL PROF SVCS		
				63.00	73637891 541100			PROFESSIONAL SERVICES		
								CHECK 1579 TOTAL:	105.00	
1580	11/23/2022 EFT		4104 WA ST FERRIES	259313	RK399067	10/31/2022		11/20/22	894.55	
	Invoice: RK399067							OCT22 WAVE2GO FERRY CHARGES		
				810.55	53011212 543100			PATROL-TRAVEL/MEALS/LODGING		
				84.00	72011321 543100			ENG - C/E ADMIN TRAVEL EXPENSE		
								CHECK 1580 TOTAL:	894.55	
1581	11/23/2022 EFT		5709 WEBCHECK INC	259297	INV-7393	10/31/2022		11/20/22	114.66	
	Invoice: INV-7393							FIN/WEBCHECK SERVICES OCT 2022		
				57.33	43411341 541100			FIN - WATER ADMIN PROF SERVICE		
				57.33	43421351 541100			FIN - SEWER ADMIN PROF SERVICE		
								CHECK 1581 TOTAL:	114.66	
1582	11/23/2022 EFT		499 WESTBAY AUTO PARTS I	259298	750781	10/13/2022		11/20/22	407.38	
	Invoice: 750781							PW/NAPA COOLANT, OIL, AIR, FUEL FILTERS		
				242.16	990 141100			MERCHANDISE		
				165.22	73638935 531100			O&M-STD ALLOCATION-SUPPLIES		
				259405	748704	10/04/2022		11/20/22	23.83	
	Invoice: 748704							PW/V-BELT		
				23.83	73638935 531100			O&M-STD ALLOCATION-SUPPLIES		
				259406	749267	10/06/2022		11/20/22	53.01	
	Invoice: 749267							PW/BEARING		
				53.01	73638935 531100			O&M-STD ALLOCATION-SUPPLIES		
				259407	754737	10/31/2022		11/20/22	285.12	
	Invoice: 754737							PW/NAPA COOLANT FILTER		
				285.12	73638935 531100			O&M-STD ALLOCATION-SUPPLIES		

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CASH ACCOUNT: 635		111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL	DESC		
Invoice: 755214				259408	755214	11/03/2022		11/20/22	60.89
				30.45	73111423 531100	PW/AIR BRAKE CHAMBER			
				30.44	73111427 531100	OFFICE SUPPLIES			
						OFFICE SUPPLIES			
Invoice: 755223				259409	755223	11/03/2022		11/20/22	101.01
				101.01	73638935 531100	PW/22IN EXACTFITBLADE			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 755227				259410	755227	11/03/2022		11/20/22	-80.54
				-80.54	73638935 531100	PW/DISC BRAKE PAD RETURN			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 755235				259411	755235	11/03/2022		11/20/22	11.37
				11.37	73638935 531100	PW/HALOGEN SEALED BEAMS			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 755581				259412	755581	11/04/2022		11/20/22	80.27
				80.27	73638935 531100	PW/HALOGEN SEALED BEAMS, LAMP			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 756116				259413	756116	11/07/2022		11/20/22	11.37
				11.37	73638935 531100	PW/HALOGEN SEALED BEAMS			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 756206				259560	756206	11/08/2022		11/20/22	159.15
				159.15	53011212 531100	POL/2016 CHEVY COLORADO BATTERY			
						PD-C/E-PATROL SUPPLIES			
Invoice: 756211				259561	756211	11/08/2022		11/20/22	56.71
				56.71	73431835 531100	PW/2015 FORD F350 SENSOR - EGR TEMP			
						OFFICE SUPPLIES			
Invoice: 756369				259562	756369	11/08/2022		11/20/22	185.09
				185.09	73638935 531100	PW/8MXTXREEL X30			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 756751				259563	756751	11/10/2022		11/20/22	43.33
				43.33	73638935 531100	PW/HYD HOSE FITTINGS X4			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 756764				259564	756764	11/10/2022		11/20/22	24.55
				24.55	73638935 531100	PW/HYD HOSE FITTING X1			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 756792				259565	756792	11/10/2022		11/20/22	158.43
				158.43	73111256 53110001054	PW/SOLVENT, WIND DE-ICER			
						2020 STORM PREP-STRT-SUPPLIES			
Invoice: 756794				259566	756794	11/10/2022		11/20/22	125.68
				125.68	73638935 531100	PW/HYD HOSE FITTINGS X7			
						O&M-STD ALLOCATION-SUPPLIES			

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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	11	166									
APP	001-213000		11/23/2022	11/20/22	111522			GENERAL - ACCOUNTS PAYABLE		66,548.42	
APP	635-111100		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL CASH			347,488.48
APP	403-213000		11/23/2022	11/20/22	111522			ACCOUNTS PAYABLE		3,659.46	
APP	401-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		16,924.41	
APP	402-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		84,533.80	
APP	631-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		2,906.21	
APP	301-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		130,519.18	
APP	407-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		15,335.48	
APP	101-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL STREETS - ACCOUNTS PAYABLE		26,119.36	
APP	108-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL AFFORD HSG - ACCOUNTS PAYABLE		700.00	
APP	901-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		242.16	
GENERAL LEDGER TOTAL										347,488.48	347,488.48
APP	631-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		344,582.27	
APP	001-130000		11/23/2022	11/20/22	111522			GENERAL - DUE TO/FROM CLEARING			66,548.42
APP	403-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		3,659.46	
APP	401-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		16,924.41	
APP	402-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		84,533.80	
APP	301-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		130,519.18	
APP	407-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		15,335.48	
APP	101-130000		11/23/2022	11/20/22	111522			STREETS - DUE TO/FROM CLEARING		26,119.36	
APP	108-130000		11/23/2022	11/20/22	111522			AFFORD HSG DUE TO/FROM CLEAR'G		700.00	
APP	901-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		242.16	

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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			
						SYSTEM GENERATED ENTRIES TOTAL		344,582.27	344,582.27
						JOURNAL 2022/11/166 TOTAL		692,070.75	692,070.75

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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 11	166	11/23/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	66,548.42	66,548.42
				FUND TOTAL	66,548.42	66,548.42
101 STREET FUND 101-130000 101-213000	2022 11	166	11/23/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	26,119.36	26,119.36
				FUND TOTAL	26,119.36	26,119.36
108 AFFORDABLE HOUSING FUND 108-130000 108-213000	2022 11	166	11/23/2022	AFFORD HSG DUE TO/FROM CLEAR'G AFFORD HSG - ACCOUNTS PAYABLE	700.00	700.00
				FUND TOTAL	700.00	700.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 11	166	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	130,519.18	130,519.18
				FUND TOTAL	130,519.18	130,519.18
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	166	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16,924.41	16,924.41
				FUND TOTAL	16,924.41	16,924.41
402 SEWER OPERATING FUND 402-130000 402-213000	2022 11	166	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	84,533.80	84,533.80
				FUND TOTAL	84,533.80	84,533.80
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 11	166	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,659.46	3,659.46
				FUND TOTAL	3,659.46	3,659.46
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 11	166	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	15,335.48	15,335.48
				FUND TOTAL	15,335.48	15,335.48
631 CLEARING FUND	2022 11	166	11/23/2022			

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	344,582.27	
631-213000				ACCOUNTS PAYABLE	2,906.21	
635-111100				CASH		347,488.48
				FUND TOTAL	347,488.48	347,488.48
901 CITY-WIDE REPORTING FUND	2022 11	166	11/23/2022			
901-130000				DUE TO/FROM CLEARING		242.16
901-213000				ACCOUNTS PAYABLE	242.16	
				FUND TOTAL	242.16	242.16

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		66,548.42
101	STREET FUND		26,119.36
108	AFFORDABLE HOUSING FUND		700.00
301	CAPITAL CONSTRUCTION FUND		130,519.18
401	WATER OPERATING FUND		16,924.41
402	SEWER OPERATING FUND		84,533.80
403	STORM & SURFACE WATER FUND		3,659.46
407	BUILDING & DEVELOPMENT FUND		15,335.48
631	CLEARING FUND	344,582.27	
901	CITY-WIDE REPORTING FUND		242.16
	TOTAL	344,582.27	344,582.27

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
						CHECK	359455	TOTAL:	150.00	
359456	11/09/2022	PRTD	1205 PUGET SOUND ENERGY	259338	0727OCT22	10/31/2022		M110822	10.86	
	Invoice: 0727OCT22					194 WINSLOW WAY W				
				10.86	91011739 547100	COMM EVENTS-ELECTRICITY				
						CHECK	359456	TOTAL:	10.86	
359457	11/09/2022	PRTD	585 STRIPE RITE	259266	PAYREQ1-FINAL-00235	10/21/2022		M110822	149,079.01	
	Invoice: PAYREQ1-FINAL-00235					PW/2022 ANNUAL STRIPING				
				149,079.01	73111264 54810000235	ROAD STRIPING-CONTRACT WORK				
						CHECK	359457	TOTAL:	149,079.01	
359458	11/09/2022	PRTD	952 WASHINGTON STATE PAT	259339	I23001055	09/07/2022		M110822	92.75	
	Invoice: I23001055					FIN/BACKGROUND CHECKS				
				92.75	41654861 586100	AGENCY DISBURSEMENTS				
						CHECK	359458	TOTAL:	92.75	
359459	11/09/2022	PRTD	2251 WA ST TREASURER	259246	OCT22 SBCC	11/01/2022		M110822	316.50	
	Invoice: OCT22 SBCC					OUT COURT REMIT SSBC OCTOBER 2022				
				316.50	41652860 586000	SBCC BLDG.-OUT				
						11/01/2022		M110822	2,385.52	
	Invoice: OCT22					OUT COURT REMIT OCTOBER 2022				
				871.42	41611860 586000	PSEA 60% OUT				
				451.31	41610860 586000	PSEA 30% OUT				
				5.46	41619860 586000	PSEA 3 - STATE DISB OUT				
				159.81	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT				
				79.36	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT				
				408.99	41614860 586000	JUDICIAL INFO SYST.-OUT				
				167.41	41617860 586000	SCHOOL SAFETY ZONE-OUT				
				79.79	41618860 586000	TRAUMA CARE-OUT				
				54.39	41618860 586000	TRAUMA CARE-OUT				
				11.40	41618860 586000	TRAUMA CARE-OUT				
				64.86	41618860 586000	TRAUMA CARE-OUT				
				31.32	41615860 586961	STATE CRIME LAB				
						CHECK	359459	TOTAL:	2,702.02	

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CITY OF BAINBRIDGE ISLAND
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NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 163,133.70

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	10	163,133.70

*** GRAND TOTAL *** 163,133.70

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CITY OF BAINBRIDGE ISLAND
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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	11	94									
APP	401-213000		11/09/2022	M110822	110922			ACCOUNTS PAYABLE		951.01	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		11/09/2022	M110822	110922			CASH			163,133.70
								AP CASH DISBURSEMENTS JOURNAL			
APP	001-213000		11/09/2022	M110822	110922			GENERAL - ACCOUNTS PAYABLE		814.76	
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		11/09/2022	M110822	110922			ACCOUNTS PAYABLE		1,620.51	
								AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000		11/09/2022	M110822	110922			STREETS - ACCOUNTS PAYABLE		156,925.27	
								AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000		11/09/2022	M110822	110922			ACCOUNTS PAYABLE		2,822.15	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		163,133.70	163,133.70
APP	631-130000		11/09/2022	M110822	110922			DUE TO/FROM CLEARING		163,133.70	
APP	401-130000		11/09/2022	M110822	110922			DUE TO/FROM CLEARING			951.01
APP	001-130000		11/09/2022	M110822	110922			GENERAL - DUE TO/FROM CLEARING			814.76
APP	402-130000		11/09/2022	M110822	110922			DUE TO/FROM CLEARING			1,620.51
APP	101-130000		11/09/2022	M110822	110922			STREETS - DUE TO/FROM CLEARING			156,925.27
APP	650-130000		11/09/2022	M110822	110922			DUE TO/FROM CLEARING			2,822.15
								SYSTEM GENERATED ENTRIES TOTAL		163,133.70	163,133.70
								JOURNAL 2022/11/94 TOTAL		326,267.40	326,267.40

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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 11	94	11/09/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	814.76	814.76
				FUND TOTAL	814.76	814.76
101 STREET FUND 101-130000 101-213000	2022 11	94	11/09/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	156,925.27	156,925.27
				FUND TOTAL	156,925.27	156,925.27
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	94	11/09/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	951.01	951.01
				FUND TOTAL	951.01	951.01
402 SEWER OPERATING FUND 402-130000 402-213000	2022 11	94	11/09/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,620.51	1,620.51
				FUND TOTAL	1,620.51	1,620.51
631 CLEARING FUND 631-130000 635-111100	2022 11	94	11/09/2022	DUE TO/FROM CLEARING CASH	163,133.70	163,133.70
				FUND TOTAL	163,133.70	163,133.70
650 AGENCY FUND 650-130000 650-213000	2022 11	94	11/09/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,822.15	2,822.15
				FUND TOTAL	2,822.15	2,822.15

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		814.76
101	STREET FUND		156,925.27
401	WATER OPERATING FUND		951.01
402	SEWER OPERATING FUND		1,620.51
631	CLEARING FUND	163,133.70	
650	AGENCY FUND		2,822.15
	TOTAL	163,133.70	163,133.70

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
359460	11/15/2022	PRTD	551 CENTURYLINK	259414	0225NOV22	11/02/2022		M111522	133.08		
	Invoice: 0225NOV22										
				133.08	91011897 542100	O&M FIRE ALARM MONIT GG-C/E-O&M YARD FAC-PHONE					
				259415	0456NOV22	11/02/2022		M111522	84.99		
	Invoice: 0456NOV22										
				84.99	91421891 542100	VILLAGE SEWER PUMP GG-SWR-FAC-PHONE					
				259416	0754NOV22	11/02/2022		M111522	65.94		
	Invoice: 0754NOV22										
				65.94	91411891 542100	FLETCHER BAY WELL TELEM GG-WTR-FAC-PHONE					
				259417	1745NOV22	11/02/2022		M111522	62.92		
	Invoice: 1745NOV22										
				62.92	91011189 542100	CH ELEVATOR SVC LINE GG-C/E-CITY HALL-PHONE					
				259418	3736NOV22	11/02/2022		M111522	133.08		
	Invoice: 3736NOV22										
				133.08	91011189 542100	CH FIRE ALARM MONIT GG-C/E-CITY HALL-PHONE					
				259419	5211NOV22	11/02/2022		M111522	222.20		
	Invoice: 5211NOV22										
				222.20	91011215 542100	POL PHONE SERVICES GG-C/E-PD-PHONE					
				259420	8731NOV22	11/02/2022		M111522	69.22		
	Invoice: 8731NOV22										
				69.22	91011755 542100	COMMONS FIRE ALARM MONIT GG-C/E-COMMONS-PHONE					
				259421	9136NOV22	11/02/2022		M111522	170.05		
	Invoice: 9136NOV22										
				170.05	91011189 542100	CH SECURITY ALARM MONIT GG-C/E-CITY HALL-PHONE					
				259422	9791NOV22	11/02/2022		M111522	138.05		
	Invoice: 9791NOV22										
				138.05	91011215 542100	POL TI MANDUS GG-C/E-PD-PHONE					
				259423	9840NOV22	11/02/2022		M111522	65.94		
	Invoice: 9840NOV22										
				65.94	91411891 542100	HEAD OF BAY WELL TELEM GG-WTR-FAC-PHONE					
				259424	9858NOV22	11/02/2022		M111522	50.35		
	Invoice: 9858NOV22										
				50.35	91411891 542100	SANDS AVE WELL TELEM GG-WTR-FAC-PHONE					
				259425	9869NOV22	11/02/2022		M111522	84.99		
	Invoice: 9869NOV22										
				84.99	91415345 542100	ROCKAWAY BEACH PRV TELEMETRY GG-WTR ROCKAWAY-PHONES					
				259522	4953NOV22	11/07/2022		M111522	84.99		
	Invoice: 4953NOV22										
				84.99	91421891 542100	210 MADISON AVE SLS TELEM GG-SWR-FAC-PHONE					

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME						
INVOICE DTL DESC								
Invoice: 5127NOV22			259523	5127NOV22	11/07/2022		M111522	199.33
			199.33	71311942 64210000724	8804 MADISON AVE PD/COURT BLDG-PHONES/POSTAGE			
Invoice: 5996NOV22			259524	5996NOV22	11/07/2022		M111522	106.41
			106.41	91011757 542100	E-PHONE @ WFP DOCK GG-GF-WFP DOCK-PHONE			
Invoice: 8834NOV22			259525	8834NOV22	11/04/2022		M111522	84.99
			84.99	91411891 542100	259 FERNCLIFF PRV TELEM GG-WTR-FAC-PHONE			
					CHECK	359460	TOTAL:	1,756.53
359461	11/15/2022	PRTD 10150 CORPUZ, RAY	259426	100	10/03/2022		M111522	4,800.00
		Invoice: 100	4,800.00	33011161 541100	HR/CITY MANAGER EVALUATION HR-C/E-PROF SVCS			
					CHECK	359461	TOTAL:	4,800.00
359462	11/15/2022	PRTD 9455 KATHERINE D. JENNING	259493	1201	11/08/2022		M111522	3,300.00
		Invoice: 1201	3,300.00	31111444 54245001018	EX/SUSTAINABLE TRANSPORTATION PLAN VIDEO SUSTAINABLE TRANS-OUTREACH			
					CHECK	359462	TOTAL:	3,300.00
359463	11/15/2022	PRTD 1205 PUGET SOUND ENERGY	259505	9047OCT22	11/04/2022		M111522	37,345.96
		Invoice: 9047OCT22	99.65	71311942 64710000724	CITY WIDE ENERGY SERVICES PD/COURT BLDG-ELECTRIC			
			29.95	73416345 547100	CASEY STREET WTR-ELECTRICITY			
			5,364.10	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
			565.11	91011215 547100	GG-C/E-PD-ELECTRIC			
			181.26	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
			14.20	91011557 547100	FARMS-ELECTRIC			
			10.86	91011739 547100	COMM EVENTS-ELECTRICITY			
			298.96	91011755 547100	GG-C/E-COMMONS-ELECTRIC			
			536.70	91011768 547100	GG-C/E-PARKS-ELECTRIC			
			1,734.97	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
			11.54	91021182 547100	GG-OS-PROP MNGT-ELECTRIC			
			4,753.09	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
			441.80	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
			12,098.82	91411345 547100	GG-WTR-ELECTRIC			
			432.34	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
			2,341.61	91421355 547100	GG-SWR-ELECTRIC			
			8,418.19	91425358 547100	GG-WWTP-ELECTRIC			
			12.81	91435838 547100	GG-DECANT-ELECTRIC			
Invoice: 1716NOV22			259526	1716NOV22	11/09/2022		M111522	16.50
					ROCKAWAY INTERITE PRV			

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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								
			16.50	91415345 547100				
			259527	8206OCT22	11/08/2022		M111522	13.21
Invoice: 8206OCT22			13.21	91411345 547100	515 FERNCLIFF AVE PRV			
					GG-WTR-ELECTRIC			
					CHECK	359463	TOTAL:	37,375.67
359464	11/15/2022	PRTD 2467 STAPLES	259427	8068094410	10/29/2022		M111522	100.89
Invoice: 8068094410			100.89	72011321 531100	ENG/LABEL TAPE, PENS, POST-IT, BATTERIES			
					ENG - C/E ADMIN SUPPLIES			
					CHECK	359464	TOTAL:	100.89
359465	11/15/2022	PRTD 8183 JOHN A. GREEN	259485	16065	10/31/2022		M111522	905.13
Invoice: 16065			905.13	72011321 531100	ENG/APWA STICKERS FOR FLEET & HARD HATS			
					ENG - C/E ADMIN SUPPLIES			
					CHECK	359465	TOTAL:	905.13
359466	11/15/2022	PRTD 1485 VERIZON WIRELESS	259476	9919570970	11/01/2022		M111522	5,855.91
Invoice: 9919570970			120.03	73411345 542100	CITY WIDE WIRELESS SERVICES			
			90.11	72637319 54210000809	O&M-WTR MAINT-PHONE/POSTAGE			
			5,645.77	91011189 542100	WATER QUAL FLOW MONIT-MODEM			
					GG-C/E-CITY HALL-PHONE			
					CHECK	359466	TOTAL:	5,855.91
					NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***	54,094.13
					COUNT		AMOUNT	
					TOTAL PRINTED CHECKS	7	54,094.13	
							*** GRAND TOTAL ***	54,094.13

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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	11	130									
APP	001-213000		11/15/2022	M111522	111522			GENERAL - ACCOUNTS PAYABLE		21,204.50	
APP	635-111100		11/15/2022	M111522	111522			AP CASH DISBURSEMENTS JOURNAL			54,094.13
APP	402-213000		11/15/2022	M111522	111522			CASH			
APP	401-213000		11/15/2022	M111522	111522			AP CASH DISBURSEMENTS JOURNAL		10,929.78	
APP	301-213000		11/15/2022	M111522	111522			ACCOUNTS PAYABLE			
APP	101-213000		11/15/2022	M111522	111522			AP CASH DISBURSEMENTS JOURNAL		13,063.06	
APP	403-213000		11/15/2022	M111522	111522			ACCOUNTS PAYABLE			
APP	631-213000		11/15/2022	M111522	111522			AP CASH DISBURSEMENTS JOURNAL		298.98	
APP	631-130000		11/15/2022	M111522	111522			STREETS - ACCOUNTS PAYABLE		8,494.89	
APP	403-130000		11/15/2022	M111522	111522			AP CASH DISBURSEMENTS JOURNAL			
APP	631-130000		11/15/2022	M111522	111522			ACCOUNTS PAYABLE		12.81	
APP	631-130000		11/15/2022	M111522	111522			AP CASH DISBURSEMENTS JOURNAL		90.11	
GENERAL LEDGER TOTAL										54,094.13	54,094.13
APP	631-130000		11/15/2022	M111522	111522			DUE TO/FROM CLEARING		54,004.02	
APP	001-130000		11/15/2022	M111522	111522			GENERAL - DUE TO/FROM CLEARING			21,204.50
APP	402-130000		11/15/2022	M111522	111522			DUE TO/FROM CLEARING			10,929.78
APP	401-130000		11/15/2022	M111522	111522			DUE TO/FROM CLEARING			13,063.06
APP	301-130000		11/15/2022	M111522	111522			DUE TO/FROM CLEARING			298.98
APP	101-130000		11/15/2022	M111522	111522			STREETS - DUE TO/FROM CLEARING			8,494.89
APP	403-130000		11/15/2022	M111522	111522			DUE TO/FROM CLEARING			12.81
SYSTEM GENERATED ENTRIES TOTAL										54,004.02	54,004.02
JOURNAL 2022/11/130 TOTAL										108,098.15	108,098.15

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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 11	130	11/15/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	21,204.50	21,204.50
				FUND TOTAL	21,204.50	21,204.50
101 STREET FUND 101-130000 101-213000	2022 11	130	11/15/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	8,494.89	8,494.89
				FUND TOTAL	8,494.89	8,494.89
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 11	130	11/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	298.98	298.98
				FUND TOTAL	298.98	298.98
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	130	11/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	13,063.06	13,063.06
				FUND TOTAL	13,063.06	13,063.06
402 SEWER OPERATING FUND 402-130000 402-213000	2022 11	130	11/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	10,929.78	10,929.78
				FUND TOTAL	10,929.78	10,929.78
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 11	130	11/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	12.81	12.81
				FUND TOTAL	12.81	12.81
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 11	130	11/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	54,004.02 90.11	54,094.13
				FUND TOTAL	54,094.13	54,094.13

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		21,204.50
101	STREET FUND		8,494.89
301	CAPITAL CONSTRUCTION FUND		298.98
401	WATER OPERATING FUND		13,063.06
402	SEWER OPERATING FUND		10,929.78
403	STORM & SURFACE WATER FUND		12.81
631	CLEARING FUND	54,004.02	
	TOTAL	54,004.02	54,004.02

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME						
					INVOICE DTL	DESC		
Invoice: 1785956					27.29	73431835 531100	PW/PROPANE TANK EXCHANGE OFFICE SUPPLIES	
							CHECK 359472 TOTAL:	806.59
359473	11/23/2022	PRTD 9414 CADD MICROSYSTEMS	259548	Q156767	11/11/2022		11/20/22	7,905.00
Invoice: Q156767					7,905.00	81011881 548500	IT/BYEBEAM ANNUAL SW MAINTENANCE IT - C/E COMPUTER SUPPORT	
							CHECK 359473 TOTAL:	7,905.00
359474	11/23/2022	PRTD 8253 CHS NORTHWEST	259396	46746H	11/02/2022		11/20/22	913.92
Invoice: 46746H					913.92	73411345 531100	PW/SALT BAG EX COARSE 50# X98 OFFICE SUPPLIES	
							CHECK 359474 TOTAL:	913.92
359475	11/23/2022	PRTD 460 PETTY CASH	259303	POL-2022-10	10/31/2022		11/20/22	4.80
Invoice: POL-2022-10					4.80	91011215 542500	POL/PETTY CASH GG-C/E-PD-POSTAGE	
							CHECK 359475 TOTAL:	4.80
359476	11/23/2022	PRTD 104 CITY OF BREMERTON	259340	BKAT000709	11/01/2022		11/20/22	3,093.50
Invoice: BKAT000709					3,093.50	81011881 542500	IT/BROADCAST SERVICES FOR PUBLIC MEETINGS IT-C/E-ADM-POSTAGE	
							CHECK 359476 TOTAL:	3,093.50
359477	11/23/2022	PRTD 112 CODE PUBLISHING COMP	259304	GC0009064	10/31/2022		11/20/22	201.99
Invoice: GC0009064					201.99	36011143 541100	EXCC/MUNICIPAL CODE WEB UPDATE CLERK-C/E-PROF SVCS	
							CHECK 359477 TOTAL:	201.99
359478	11/23/2022	PRTD 6920 COMCAST	259318	NOV22	10/20/2022		11/20/22	11.27
Invoice: NOV22					11.27	51011211 545000	POL/HD CONVERTER BOX PD-C/E-ADMIN RENTS/LEASE	
							CHECK 359478 TOTAL:	11.27
359479	11/23/2022	PRTD 4950 CORRECT EQUIPMENT IN	259550	48102	11/11/2022		11/20/22	1,848.76
Invoice: 48102					1,848.76	73426355 54810000562	PW/STATION PUMP, CAPACITOR REPAIRS GRINDER PUMP MAINT CONTRACT	

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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	359479	TOTAL:		1,848.76
359480	11/23/2022	PRTD	152 DAILY JOURNAL OF COM	259549	3383448	11/09/2022		11/20/22		276.00
	Invoice: 3383448					PW/CITY HALL SECURITY UPGRADE				
				276.00	73311418 64400001092	CH SECURITY UPGRADE-ADV				
						CHECK	359480	TOTAL:		276.00
359481	11/23/2022	PRTD	4174 ENVIRO-CLEAN EQUIPME	259509	22-58814	11/02/2022		11/20/22		651.18
	Invoice: 22-58814					PW/MAINTENANCE KIT, SPRAY NOZZLE				
				651.18	73637945 531100	O&M ALLOC-SWEEPER-SUPPLIES				
						CHECK	359481	TOTAL:		651.18
359482	11/23/2022	PRTD	10151 FASTENAL COMPANY	259529	WABR162138	11/02/2022		11/20/22		656.10
	Invoice: WABR162138					PW/PPE - RAIN GEAR				
				656.10	73637891 531100	OFFICE SUPPLIES				
						CHECK	359482	TOTAL:		656.10
359483	11/23/2022	PRTD	1953 FERGUSON ENTERPRISES	259500	1146700-1	11/08/2022		11/20/22		48.39
	Invoice: 1146700-1					PW/WATER SUPPLIES				
				48.39	73411345 531100	OFFICE SUPPLIES				
						CHECK	359483	TOTAL:		48.39
359484	11/23/2022	PRTD	6765 GILCHRIST CHEVROLET	259267	15087	10/21/2022		11/20/22		925.57
	Invoice: 15087					PW/CHEVROLET COLORADO OIL CHANGE, WINDSHIELD				
				925.57	73011321 548100	O&M-C/E-ENG VEH WORK-R&M				
						CHECK	359484	TOTAL:		925.57
359485	11/23/2022	PRTD	513 GRAINGER	259501	9499452713	11/02/2022		11/20/22		19.00
	Invoice: 9499452713					PW/BARBED HOSE FITTING				
				19.00	73411345 531100	OFFICE SUPPLIES				
						CHECK	359485	TOTAL:		19.00
359486	11/23/2022	PRTD	863 INTERSTATE BATTERIES	258103	22072852	09/01/2022		11/20/22		-48.05
	Invoice: 22072852					PW/CREDIT RETURNED BATTERIES				
				-48.05	73638935 531100	O&M-STD ALLOCATION-SUPPLIES				
				259271	22073501	10/27/2022		11/20/22		601.47
	Invoice: 22073501					PW/BATTERIES				
				601.47	73638935 531100	O&M-STD ALLOCATION-SUPPLIES				

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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN			NET
						INVOICE DTL DESC					
Invoice: 22073704				259530	22073704	11/10/2022		11/20/22			140.81
				140.81	73111427 531100	PW/BATTERIES OFFICE SUPPLIES					
						CHECK	359486	TOTAL:			694.23
359487	11/23/2022	PRTD	9883 INVOICE CLOUD INC	259272	2698-2022_10	10/31/2022		11/20/22			1,606.29
Invoice: 2698-2022_10				803.14	43411341 541100	FIN/INVOICE CLOUD SERVICES OCT 2022					
				803.15	43421351 541100	FIN - WATER ADMIN PROF SERVICE					
						FIN - SEWER ADMIN PROF SERVICE					
						CHECK	359487	TOTAL:			1,606.29
359488	11/23/2022	PRTD	10146 JOSEPH, FLETCHER	259273	BLD22478	10/31/2022		11/20/22			1,444.00
Invoice: BLD22478				1,444.00	65538 38600000644	PERMIT BLD22478 REFUND FEE					
						EXPEDITED BLDG PERMITS-3PARTY					
						CHECK	359488	TOTAL:			1,444.00
359489	11/23/2022	PRTD	9080 JP MORGAN SECURITIES	259477	10/28/2022	10/28/2022		11/20/22			435.54
Invoice: 10/28/2022				435.54	01131 316100	2021 AMENDED B&O TAX RETURNS					
						B&O TAX					
						CHECK	359489	TOTAL:			435.54
359490	11/23/2022	PRTD	9582 KASEYA US LLC	259321	INV2464545116439	09/29/2022		11/20/22			15,294.99
Invoice: INV2464545116439				15,294.99	81011881 548500	IT/OFF-SITE BACK-UP SERVICES					
						IT - C/E COMPUTER SUPPORT					
						CHECK	359490	TOTAL:			15,294.99
359491	11/23/2022	PRTD	2306 KITSAP COUNTY PROSEC	259307	NOV22	11/03/2022		11/20/22			10,234.30
Invoice: NOV22				10,234.30	32011521 541112	LEGAL/PROSECUTION SERVICES NOV 2022					
						LGL-OUTSIDE PROSECUTOR					
						CHECK	359491	TOTAL:			10,234.30
359492	11/23/2022	PRTD	338 KITSAP COUNTY SHERIF	259322	20220049	10/21/2022		11/20/22			9,335.86
Invoice: 20220049				9,335.86	51011236 551000	POL/PRISONER BOARD/JUL					
						POLICE - C/E PRISONER DETENT'N					
Invoice: 20220057				259482	20220057	11/04/2022		11/20/22			3,508.51
				3,508.51	51011236 551000	POL/PRISONER BOARD/AUG					
						POLICE - C/E PRISONER DETENT'N					

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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 359509 TOTAL:	995.33	
359510	11/23/2022	PRTD	9776 RED HAWK FIRE PROTEC	259554	12461091	10/27/2022		11/20/22	1,552.00	
	Invoice: 12461091							PW/SHUNT TRIP TEST ALARM TECH/SPRINKLER		
				1,552.00	73011183 54110001081			FIRE SPRINK/ALARM TEST-CH		
								CHECK 359510 TOTAL:	1,552.00	
359511	11/23/2022	PRTD	7330 THE REIJNEN COMPANY	259282	BLD23348	11/01/2022		11/20/22	1,730.00	
	Invoice: BLD23348							PERMIT BLD23348 REFUND FEES		
				1,730.00	65538 38600000644			EXPEDITED BLDG PERMITS-3PARTY		
								CHECK 359511 TOTAL:	1,730.00	
359512	11/23/2022	PRTD	8811 REMOTE MEDICINE INC.	259400	INV-002443	10/30/2022		11/20/22	12,445.00	
	Invoice: INV-002443							EX/HYBRID WILDERNESS FIRST RESPONDER COURSE		
				12,445.00	31011256 541100			EX-GF-EMERG PREP-PROF SVCS		
								CHECK 359512 TOTAL:	12,445.00	
359513	11/23/2022	PRTD	408 ROLLING BAY COMMERCI	259344	291534	07/27/2022		11/20/22	4,628.89	
	Invoice: 291534							CRT/COURT HOUSE RENT DECEMBER 2022		
				4,628.89	21011125 545000			COURT-RENTS & LEASES		
								CHECK 359513 TOTAL:	4,628.89	
359514	11/23/2022	PRTD	10145 ROSEN, ANDREW	259283	BLD22458	10/31/2022		11/20/22	1,730.00	
	Invoice: BLD22458							PERMIT BLD22458 REFUND FEE		
				1,730.00	65538 38600000644			EXPEDITED BLDG PERMITS-3PARTY		
								CHECK 359514 TOTAL:	1,730.00	
359515	11/23/2022	PRTD	601 SOUND REPROGRAPHICS	259286	93282	10/07/2022		11/20/22	224.70	
	Invoice: 93282							EX/INDIGENOUS PEOPLES DAY		
				224.70	31011572 54245001064			REAC-COMMUNITY OUTREACH		
	Invoice: 93245									
				259383	93245	10/11/2022		11/20/22	190.37	
				190.37	31011256 531100			EX/BAINBRIDGE PREPARES BOOKMARKS		
								EX-GF-EMERG PREP-SUPPLIES		
	Invoice: 93421									
				259384	93421	10/17/2022		11/20/22	88.21	
				88.21	31011572 54245001249			EX/BI READS FOR JUTICE GOLD STICKERS		
								BI READS-OUTREACH		
	Invoice: 756									
				259389	756	11/04/2022		11/20/22	-84.64	
								HR/CREDIT MEMO FOR INVOICE 93847		

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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		
359521	11/23/2022	PRTD	4819 WEST PAYMENT CENTER	259348	847336324	11/04/2022		11/20/22	778.60
	Invoice: 847336324			778.60	21011125 549100	CRT/SUBSCRIPTION PRODUCT CHARGES COURT-DUES/SUBSCR/MEMBERSHIPS			
						CHECK	359521	TOTAL:	778.60
359522	11/23/2022	PRTD	8243 TILZ	259290	101-88606	10/27/2022		11/20/22	425.00
	Invoice: 101-88606			425.00	73431835 531100	PW/RAINGARDEN MIX X10 OFFICE SUPPLIES			
				259291	101-88784	10/31/2022		11/20/22	212.50
	Invoice: 101-88784			212.50	73431835 531100	PW/RAINGARDEN MIX X5 OFFICE SUPPLIES			
				259292	101-88809	10/31/2022		11/20/22	318.00
	Invoice: 101-88809			318.00	73431835 531100	PW/TOPDRESSING COMPOST X8 OFFICE SUPPLIES			
						CHECK	359522	TOTAL:	955.50
359523	11/23/2022	PRTD	6088 ULINE SHIPPING SUPPL	259350	155195718	10/14/2022		11/20/22	90.17
	Invoice: 155195718			90.17	51011191 531100	POL/VINYL ENVELOPES PD-C/E-PROP RM-SUPPLIES			
						CHECK	359523	TOTAL:	90.17
359524	11/23/2022	PRTD	2190 UNITED PARCEL SERVIC	259351	000028Y3Y1442	10/29/2022		11/20/22	56.14
	Invoice: 000028Y3Y1442			56.14	91011215 542500	POL/SHIPPING GG-C/E-PD-POSTAGE			
						CHECK	359524	TOTAL:	56.14
359525	11/23/2022	PRTD	10143 VILLIERS-FURZE, MICH	259295	473	11/01/2022		11/20/22	780.00
	Invoice: 473			780.00	21011125 541230	CRT/SPANISH INTERPRETER SERVICES JUL-OCT 2022 COURT-INTERPRETER			
						CHECK	359525	TOTAL:	780.00
359526	11/23/2022	PRTD	952 WASHINGTON STATE PAT	259296	I23002577	11/02/2022		11/20/22	53.00
	Invoice: I23002577			53.00	41654861 586100	FIN/BACKGROUND CHECKS AGENCY DISBURSEMENTS			
						CHECK	359526	TOTAL:	53.00

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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				
359527	11/23/2022	PRTD	9919 WATER MANAGEMENT LAB	259403	207128	10/28/2022		11/20/22		882.00	
	Invoice: 207128			882.00	73415345 541100	PW/CHLORIDE, NITRATE NITROGEN TESTING		PROFESSIONAL SERVICES			
	Invoice: 207143			259404	207143	10/28/2022		11/20/22		1,824.00	
	Invoice: 207294			1,824.00	73411345 541100	PW/TRIHALOMETHANES, HALOACETIC ACIDS TESTS		PROFESSIONAL SERVICES			
	Invoice: 207294			259558	207294	11/02/2022		11/20/22		210.00	
	Invoice: 207308			210.00	73415345 541100	PW/ROCKAWAY BEACH COPPER, LEAD TESTING		PROFESSIONAL SERVICES			
	Invoice: 207308			259559	207308	11/04/2022		11/20/22		142.00	
				142.00	73411345 541100	PW/CHLORIDE, SPECIFIC CONDUCTIVITY TESTING		PROFESSIONAL SERVICES			
									CHECK	359527 TOTAL:	3,058.00
359528	11/23/2022	PRTD	7450 XYLEM WATER SOLUTION	259567	3556C31796	07/08/2022		11/20/22		8,850.00	
	Invoice: 3556C31796			8,850.00	73425358 54810001161	PW/WWTP MOA SWITCH ISSUES		WWTP UV PREV MAINT-R&M			
	Invoice: 3556C35323			259570	3556C35323	08/03/2022	20220018	11/20/22		5,319.00	
	Invoice: 3556C46389			5,319.00	73425358 54810001161	PW/WWTP UV PREV MAINTENANCE		WWTP UV PREV MAINT-R&M			
	Invoice: 3556C46389			259571	3556C46389	10/21/2022		11/20/22		125.90	
	Invoice: 3556C48022			125.90	73425358 531100	PW/PLUG, COMPONENT TYPE X3		O&M-WWTP-SUPPLIES			
	Invoice: 3556C48022			259572	3556C48022	11/02/2022		11/20/22		1,351.60	
				1,351.60	73425358 531100	PW/UV SENSOR X1		O&M-WWTP-SUPPLIES			
									CHECK	359528 TOTAL:	15,646.50
						NUMBER OF CHECKS	62	*** CASH ACCOUNT TOTAL ***		145,087.69	
							COUNT		AMOUNT		
						TOTAL PRINTED CHECKS	62		145,087.69		
									*** GRAND TOTAL ***	145,087.69	

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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 11	165									
APP 001-213000		11/23/2022	11/20/22	111522			GENERAL - ACCOUNTS PAYABLE		88,180.96	
APP 635-111100		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL CASH			145,087.69
APP 631-213000		11/23/2022	11/20/22	111522			ACCOUNTS PAYABLE		2,042.23	
APP 403-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		1,220.48	
APP 101-213000		11/23/2022	11/20/22	111522			STREETS - ACCOUNTS PAYABLE		9,078.16	
APP 401-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		5,392.45	
APP 402-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		18,298.41	
APP 301-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		8,392.75	
APP 650-213000		11/23/2022	11/20/22	111522			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		12,282.25	
APP 622-213000		11/23/2022	11/20/22	111522			ACCOUNTS PAYABLE		200.00	
GENERAL LEDGER TOTAL									145,087.69	145,087.69
APP 631-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING		143,045.46	
APP 001-130000		11/23/2022	11/20/22	111522			GENERAL - DUE TO/FROM CLEARING			88,180.96
APP 403-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING			1,220.48
APP 101-130000		11/23/2022	11/20/22	111522			STREETS - DUE TO/FROM CLEARING			9,078.16
APP 401-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING			5,392.45
APP 402-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING			18,298.41
APP 301-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING			8,392.75
APP 650-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING			12,282.25
APP 622-130000		11/23/2022	11/20/22	111522			DUE TO/FROM CLEARING			200.00
SYSTEM GENERATED ENTRIES TOTAL									143,045.46	143,045.46
JOURNAL 2022/11/165 TOTAL									288,133.15	288,133.15

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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 11	165	11/23/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	88,180.96	88,180.96
				FUND TOTAL	88,180.96	88,180.96
101 STREET FUND 101-130000 101-213000	2022 11	165	11/23/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	9,078.16	9,078.16
				FUND TOTAL	9,078.16	9,078.16
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,392.75	8,392.75
				FUND TOTAL	8,392.75	8,392.75
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5,392.45	5,392.45
				FUND TOTAL	5,392.45	5,392.45
402 SEWER OPERATING FUND 402-130000 402-213000	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	18,298.41	18,298.41
				FUND TOTAL	18,298.41	18,298.41
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,220.48	1,220.48
				FUND TOTAL	1,220.48	1,220.48
622 EXPENDABLE TRUST FUND 622-130000 622-213000	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	200.00	200.00
				FUND TOTAL	200.00	200.00
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	143,045.46 2,042.23	145,087.69
				FUND TOTAL	145,087.69	145,087.69

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
650 AGENCY FUND 650-130000 650-213000	2022 11	165	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	12,282.25	12,282.25
				FUND TOTAL	12,282.25	12,282.25

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		88,180.96
101 STREET FUND		9,078.16
301 CAPITAL CONSTRUCTION FUND		8,392.75
401 WATER OPERATING FUND		5,392.45
402 SEWER OPERATING FUND		18,298.41
403 STORM & SURFACE WATER FUND		1,220.48
622 EXPENDABLE TRUST FUND		200.00
631 CLEARING FUND	143,045.46	
650 AGENCY FUND		
	143,045.46	12,282.25
	TOTAL	143,045.46

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

PAYROLL

PAYROLL CHECK RUN: 11 - 21 - 2022

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	11/21/2022	55779-55913	Regular check run (Direct Dep)	380,447.14
Normal	11/21/2022	110005	Regular check run (Paper Checks)	5,399.59
Vendor	11/21/2022	110006-110011	Vendor check run (Paper Checks)	125,319.41
EFTPS	11/21/2022	N/A	Federal Tax Electronic Transfer	137,432.07
			TOTAL:	648,598.21

Prepared and Reviewed by: Ruth Schroeder Date 11/17/22
 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.

Kim Dunscombe Date 11/18/2022
 Kim Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: November 21, 2022 - December 12, 2022

CITY COUNCIL: November 22, 2022 - December 13, 2022

Last check from previous run: 359528 dated 11/23/2022 issued to Xylem Water Solutions Inc for \$15,646.50

Last ACH from previous run: 1582 dated 11/23/2022 issued to Westbay Auto Parts Inc for \$1,706.65

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	10/12/2022	359309	Robert Davy/Check was lost in the mail, vendor never received it	N/A
ACH/EFT	11/25/2022	1583	COBI/Utility billing - Nov. 2022	3,187.82
ACH/EFT	11/21/2022	1584	US Bank/Credit card purchases - Oct. 2022	59,396.88
ACH/EFT	11/21/2022	1585	WA State DOR/Excise taxes - Oct. 2022	26,089.80
ACH/EFT	12/01/2022	1586	US Bank/LTGO bonds debt service principle and interest	1,312,875.00
ACH/EFT	11/25/2022	1587	ENG/Transportation Systems/High School Rd safety improvements	41,244.85
ACH/EFT	11/25/2022	1588	Visit Bainbridge/2022 LTAC contract professional services	13,020.15
ACH/EFT	12/08/2022	1589	PW/Island Hands/Janitorial Services	15,155.15
Manual	11/23/2022	359529	EX/BI Special Needs Foundation/2022 human services funding	3,750.00
Manual	11/23/2022	359530	ENG/FedEx/HL4 sonde factory service shipping	140.59
Manual	11/23/2022	359531	Puget Sound Energy/Nov. 2022 green power contract	863.72
Manual	11/23/2022	359532	EX/Steven Jensen/Something new V installments 1, 2	1,700.00
Manual	11/23/2022	359533	ENG/Verizon/Modems for automated flow stations	78.90
Manual	12/06/2022	359534	POL,EOC/AT&T/Wireless charges	2,169.73
Manual	12/06/2022	359535	Bainbridge Disposal/Citywide disposal services	3,249.77
Manual	12/06/2022	359536	US Bank/2021 amended B&O tax returns	633.36
Manual	12/06/2022	359537	CenturyLink/Citywide telemetry - Nov. 2022	3,112.71
Manual	12/06/2022	359538	Robert Davy/Replace lost check 359309	60.00
Manual	12/06/2022	359539	Puget Sound Energy/194 Winslow Way West	10.86
Manual	12/06/2022	359540	Washington Water Service/Decant facility water	167.07

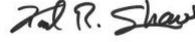
Total Manual Checks and Electronic Disbursements	1,486,906.36
---	---------------------

Regular Run Checks	12/14/2022	359541-359599	Total Regular Check Run	119,773.32
Regular Run ACH	12/14/2022	1590-1652	Total Regular ACH Run	830,287.56
Total Disbursements				2,436,967.24

Retainage Release	11/21/2022	210	Correct Equipment/Grinder pump replacements	11,848.81
Retainage Release	11/21/2022	211	Liden Land Development/Yeomalt emergency drainage repairs	4,489.16
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by  Jacob Kines, Senior Accounting Technician

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


Karl R. Shaw, Accounting Manager

12/7/2022

Date

JK

Paul R. Shaw



12/01/2022 13:02
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

12/2/2022

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
359309	10/12/2022	VOID	8691 ROBERT DAVY	258393	09/30/2022	09/30/2022			-60.00
	Invoice: 09/30/2022					CRT/JUDGE PRO TEMPORE SEP 15 2022			
				-60.00	21011125 541210	COURT-JUDGE PRO TEMPORE SVCS			
						CHECK	359309	TOTAL:	-60.00
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		-60.00
						COUNT		AMOUNT	
					TOTAL VOIDED CHECKS	1		60.00	
							*** GRAND TOTAL ***		-60.00

Check was lost in the mail and vendor did not receive the check. The affidavit of lost check along with the email chain has been attached below.

12/01/2022 13:02
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 12	8								
APP 001-213000	12/01/2022	359309	VOID			GENERAL - ACCOUNTS PAYABLE			60.00
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	12/01/2022	359309	VOID			CASH	60.00		
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								60.00	60.00
APP 631-130000	12/01/2022	10/09/22	VOID			DUE TO/FROM CLEARING			60.00
APP 001-130000	12/01/2022	10/09/22	VOID			GENERAL - DUE TO/FROM CLEARING	60.00		
SYSTEM GENERATED ENTRIES TOTAL								60.00	60.00
JOURNAL 2022/12/8 TOTAL								120.00	120.00

12/01/2022 13:02
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 12	8	12/01/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	60.00	60.00
				FUND TOTAL	60.00	60.00
631 CLEARING FUND 631-130000 635-111100	2022 12	8	12/01/2022	DUE TO/FROM CLEARING CASH	60.00	60.00
				FUND TOTAL	60.00	60.00

12/01/2022 13:02
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		60.00
631 CLEARING FUND	60.00	
TOTAL	60.00	60.00

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



CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

Affidavit
Lost, Missing, or Destroyed Check #359309

I, Robert Davy being first duly sworn upon oath, depose and say that I/we are the proper owner, payee, or legal representative of such owner or payee of The City of Bainbridge Island (COBI) original check number 258393 dated 09/30/2022 made out to Robert Davy in the amount of \$ 60.00 and that same has been lost, never received, or destroyed and has not been paid.

Signature

Printed Name

ROBERT DAVY

Subscribed and sworn before me this 1st day of December, 2022

Notary Public in and for the State of:

Sydney Forrest Washington

Residing in the City of:

Silverdale



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



**City of
Bainbridge Island**

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

Vendor
Number
8691

File
Date
10/12/2022

File
Number
00359309

60.00

Sixty Dollars and 00 cents *****

ROBERT DAVY
5723 LONDONDERRY LOOP NW
BREMERTON WA 98312

**FILE COPY
NON-NEGOTIABLE**

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount
09/30/2022	09/30/2022	CRT/JUDGE PRO TEMPORE SEP 15 2	258393	60.00
Vendor No.		Vendor Name		File Amount
8691		ROBERT DAVY		60.00
		File No.	File Date	
		00359309	10/12/2022	

In The Matter of Compensation)
Of)
Judge Pro Tempore)

The dates served as a Judge Pro Tempore and the compensation chargeable for any attorney at law are indicated below:

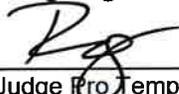
<u>Date</u>	<u>Hours Worked</u>
September 15, 2022	1 Hour

Total Hours Worked: 1

1 hours X \$60.00 = \$60.00

State of Washington)
County of Kitsap)
City of Bainbridge Island)

ROBERT R DAVY being first duly sworn on oath says: That he/she is an attorney, duly admitted to practice in all of the courts of the State of Washington, that he/she was duly appointed and served as judge pro tempore on Bainbridge Island on the dates stated in the foregoing account.



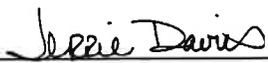
Judge Pro Tempore signature

Make check payable to: ROBERT R DAVY
5723 LONDONDERRY LOOP NW
BREMERTON, WA 98312

EIN/SSN#: 534-96-2193
(Employer ID #/Social Security #)

Subscribed and sworn to before me this 30th day of September, 2022.

APPROVED FOR PAYMENT:	\$60.00
REVIEWED BY:	<i>Jeannie Davis</i>
APPROVED BY:	<i>Jeannie Davis</i>
DATE APPROVED:	09/30/2022
ORG:	21011125
OBJ/PRJ:	541210
CONTRACT #:	
PO #:	



COURT ADMINISTRATOR SIGNATURE

Jacob Kines

From: Robert Davy <davylawoffice@gmail.com>
Sent: Thursday, December 1, 2022 11:14 AM
To: Accounts Payable
Subject: Re: Direct Deposit

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.

Jacob,

Please find the attached affidavit regarding check 258393. Thank you for your patience and assistance. Please let me know if there is anything else needed to resolve the stolen (misdelivered?) check issue.

Respectfully,

On Nov 30, 2022, at 11:53 AM, Accounts Payable <accountspayable@bainbridgewa.gov> wrote:

Rob,

As of this morning check #359309 has not yet been cashed/deposited. You may email me the notarized affidavit and I will void the check and issue another payment. I believe the payment will have to be reissued as a check since that was how it was originally paid.

Thank you,

JACOB KINES

Senior Accounting Technician – Accounts Payable

<image001.jpg>

www.bainbridgewa.gov

facebook.com/citybainbridgeisland/

206.780.8612 (office)

From: Robert Davy <davylawoffice@gmail.com>
Sent: Wednesday, November 30, 2022 11:38 AM
To: Accounts Payable <accountspayable@bainbridgewa.gov>
Subject: Re: Direct Deposit

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.

Jacob,

I wanted to touch base with you before I proceeded with getting the statement notarized for the check replacement.

Are you able to verify if the missing check was actually cashed at some point?

I have received payments since (thank you for getting ACH all set up), but wanted to see if this check was cashed by someone. I still have not received it or deposited it, and have double checked my bank account for deposits and none were made for this amount on or about that timeframe. Therefore, I will get the notarized statement to you as soon as possible now that the time period has passed.

May the affidavit be scanned/sent via email or must it be mailed physically?

Again, apologies for all the extra work over a simple \$60 check.

Thanks,
Rob

On Fri, Oct 21, 2022 at 9:55 AM Accounts Payable <accountspayable@bainbridgewa.gov> wrote:

Rob,

In order to void a check and reissue one we first have to wait until it is stale dated, which will be on 11/12/22 for this check, and the Affidavit of Lost Check form needs to be filled out, notarized and sent back to me after this date. I have attached a copy of the check voucher #359309 to help you fill out the affidavit. I have also attached our ACH information Request form to change your payments to ACH in the future, but since this invoice was already paid via check I believe it will still be paid with a new check. Any future invoices would be paid via ACH after we update your account. Please let me know if you have any questions about this process or on any of the forms.

Thank you,

JACOB KINES

Senior Accounting Technician – Accounts Payable

<image001.jpg>

www.bainbridgewa.gov

facebook.com/citybainbridgeisland/

206.780.8612 (office)

From: Jerrie Davies <jdavies@bainbridgewa.gov>
Sent: Friday, October 21, 2022 9:42 AM
To: Accounts Payable <accountspayable@bainbridgewa.gov>
Subject: Direct Deposit

Good morning –

One of our Pro Tem Judge’s has emailed below asking if he can get his check directly deposited. It appears the one below has not reached him and we will need to stop payment on that check.

I’m not sure if I have the correct place to ask this question. Any guidance would be greatly appreciated.

Thanks.

JERRIE DAVIES

COURT ADMINISTRATOR - BAINBRIDGE ISLAND MUNICIPAL COURT

<image002.jpg>

PHONE: 206-780-3805 FAX: 206-842-0316

MAILING ADDRESS: PO BOX 151, ROLLINGBAY, WA 98061

LOCATION ADDRESS: 10255 NE VALLEY ROAD, BAINBRIDGE ISLAND 98110

EMAIL: JDAVIES@BAINBRIDGEWA.GOV

WEBSITE: WWW.BAINBRIDGEWA.GOV/COURT

From: Robert Davy <davylawoffice@gmail.com>

Sent: Friday, October 21, 2022 9:14 AM

To: Jerrie Davies <jdavies@bainbridgewa.gov>

Subject: Checking in, couple of requests

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.

Jerrie,

So glad this rain is coming to clear up the air and water my lawn!

I am scheduled for on-call on Monday, in case there are returns or weekend arrests. I will plan to hear from you in the morning (as you always do), and if needed, be available at 10:45 via Zoom.

As for previous appearances, would it be possible to set up a Direct Deposit with BI? If so, who do I contact?

I ask because I have the sinking feeling that someone raided my mailbox this last week. Last Friday, I saw that the USPS was delivering a check from BI. I did not receive it. I have indicated that "I did not receive this piece of mail" on the website, but doubtful that will cause any action to be taken. Therefore, I think I should probably see if I can move to an electronic means of payment if at all possible. As well, since it's been a week and the check has not appeared yet, I believe BI might want to cancel it. Here is the image from the USPS website indicating it was arriving LAST Friday.

<image003.png>

Sorry for the inconvenience, but best if I see about other ways to receive payment since mail theft is a "thing." I even have a locked mailbox, which is even more frustrating...

Thanks,

Rob

JK



11/21/2022 13:37
jkines

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 628	111100	CASH-RETAINAGE	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
210	11/21/2022	PRTD	4950 CORRECT EQUIPMENT IN	259616	RETREL-01042	11/18/2022	RT112122	11,848.81
	Invoice: RETREL-01042					RET REL GRINDER PUMP REPLACEMENTS		
				11,848.81	41628860	586000	RETAINAGE RELEASE	
						CHECK	210 TOTAL:	11,848.81
211	11/21/2022	PRTD	5262 LIDEN LAND DEV & EXC	259617	RETREL-01152, 01166	11/21/2022	RT112122	4,489.16
	Invoice: RETREL-01152, 01166					RET REL YEOMALT EMERGENCY DRAINAGE REPAIRS		
				4,489.16	41628860	586000	RETAINAGE RELEASE	
						CHECK	211 TOTAL:	4,489.16
						NUMBER OF CHECKS	2	
						*** CASH ACCOUNT TOTAL ***		16,337.97
						COUNT	AMOUNT	
						TOTAL PRINTED CHECKS	2	16,337.97
						*** GRAND TOTAL ***		16,337.97

11/21/2022 13:37
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 11	205									
APP 622-213000	11/21/2022	RT112122	112122			ACCOUNTS PAYABLE		16,337.97		
						AP CASH DISBURSEMENTS JOURNAL				
APP 628-111100	11/21/2022	RT112122	112122			CASH-RETAINAGE			16,337.97	
						AP CASH DISBURSEMENTS JOURNAL				
							JOURNAL 2022/11/205	TOTAL	16,337.97	16,337.97

11/21/2022 13:37
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
622 EXPENDABLE TRUST FUND 622-213000 628-111100	2022 11	205	11/21/2022	ACCOUNTS PAYABLE CASH-RETAINAGE	16,337.97	16,337.97
				FUND TOTAL	16,337.97	16,337.97

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

JK



11/16/2022 08:56
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	
1583	11/25/2022	MANL	103 CITY OF BAINBRIDGE I	259579	13005NOV22	11/01/2022		UBNOV22	1,105.84	
	Invoice: 13005NOV22					309 SHANNON DRIVE				
				1,105.84	91011768 547500	GG-C/E-PARKS-WTR/SWR				
	Invoice: 13006NOV22					309 SHANNON DRIVE DOCK		UBNOV22	557.16	
				259580	13006NOV22	11/01/2022				
				557.16	91011768 547500	GG-C/E-PARKS-WTR/SWR				
	Invoice: 10461NOV22					289 SHANNON DRIVE		UBNOV22	783.77	
				259581	10461NOV22	11/01/2022				
				783.77	91011768 547500	GG-C/E-PARKS-WTR/SWR				
	Invoice: 10463NOV22					370 BRIEN DRIVE		UBNOV22	379.69	
				259582	10463NOV22	11/01/2022				
				379.69	91011755 547500	GG-C/E-COMMONS-WTR/SWR				
	Invoice: 10464NOV22					402 BRIEN DRIVE		UBNOV22	346.00	
				259583	10464NOV22	11/01/2022				
				346.00	91011755 547500	GG-C/E-COMMONS-WTR/SWR				
	Invoice: 11573NOV22					5350 CREOSOTE PLACE NE		UBNOV22	15.36	
				259584	11573NOV22	11/01/2022				
				15.36	91011768 547500	GG-C/E-PARKS-WTR/SWR				
						CHECK		1583 TOTAL:		3,187.82
						NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		3,187.82
						COUNT		AMOUNT		
						TOTAL MANUAL CHECKS	1	3,187.82		
								*** GRAND TOTAL ***		3,187.82

11/16/2022 08:56
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 11	169								
APP 001-213000	11/25/2022	UBNOV22	111622			GENERAL - ACCOUNTS PAYABLE		3,187.82	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	11/25/2022	UBNOV22	111622			CASH			3,187.82
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								3,187.82	3,187.82
APP 631-130000	11/25/2022	UBNOV22	111622			DUE TO/FROM CLEARING		3,187.82	
APP 001-130000	11/25/2022	UBNOV22	111622			GENERAL - DUE TO/FROM CLEARING			3,187.82
SYSTEM GENERATED ENTRIES TOTAL								3,187.82	3,187.82
JOURNAL 2022/11/169 TOTAL								6,375.64	6,375.64

11/16/2022 08:56
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 11	169	11/25/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	3,187.82	3,187.82
				FUND TOTAL	3,187.82	3,187.82
631 CLEARING FUND 631-130000 635-111100	2022 11	169	11/25/2022	DUE TO/FROM CLEARING CASH	3,187.82	3,187.82
				FUND TOTAL	3,187.82	3,187.82

11/16/2022 08:56
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		3,187.82
631	CLEARING FUND	3,187.82	
	TOTAL	3,187.82	3,187.82

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

JK



11/21/2022 08:23
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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
1584	11/21/2022	PRTD	7314 US BANK	258995	101222CF	10/12/2022		USB1022	22.97
	Invoice: 101222CF			22.97	41011141 539100	FIN/TOWN & COUNTRY/SNACKS FINANCE MTG FIN-NON TRAVEL FOOD/SNACK			
	Invoice: 100522KS			258996	100522KS	10/05/2022		USB1022	10.00
				10.00	41011144 443410	FIN/PSFOA/BARS UPDATE-KS FIN - C/E TRAINING			
	Invoice: 100422AS			258997	100422AS	10/04/2022		USB1022	96.00
				96.00	31011492 54850001150	EX/QUIZIZZ/ANNUAL SW PLAN QUIZ CREATION CAP-OTHER IMPL-SOFTWARE SUBSCR			
	Invoice: 100622AS			258998	100622AS	10/06/2022		USB1022	18.00
				18.00	91011497 54790401194	RIDWELL/COLLECT EXTRA RECYCLING BAGS CITY HALL GREEN TEAM-RECYCLING SVCS			
	Invoice: 102022AS			258999	102022AS	10/20/2022		USB1022	1.00
				1.00	91011497 54790401194	RIDWELL/COLLECT EXTRA RECYCLING BAGS CITY HALL GREEN TEAM-RECYCLING SVCS			
	Invoice: 101922AS			259000	101922AS	10/19/2022		USB1022	32.25
				32.25	31011492 54245001150	EX/LITTLE ISLAND CRAFTS/POSTER BOARDS, MARKERS CAP-OTHER IMPL-OUTREACH			
	Invoice: 092722BL			259001	092722BL	09/27/2022		USB1022	130.00
				130.00	33011161 544000	HR/NEOGOV/ADVERTISING PW MANAGER HR-C/E-ADVERTISING			
	Invoice: 092722BL-A			259002	092722BL-A	09/27/2022		USB1022	1,078.42
				1,078.42	91029179 531100	4IMPRINT/WELLNESS PERSONAL EMERGENCY BAGS GG-SELF INS-WELLNESS-SUPPLIES			
	Invoice: 092922BL			259003	092922BL	09/29/2022		USB1022	150.00
				150.00	33011161 544000	HR/ICMA/ADVERTISING MANAGEMENT ANALYST HR-C/E-ADVERTISING			
	Invoice: 092922BL-A			259004	092922BL-A	09/29/2022		USB1022	175.00
				175.00	33011161 544000	HR/LEAGUE OF WOMEN/ADVERTISING MANAGEMENT ANALYST HR-C/E-ADVERTISING			
	Invoice: 092922BL-B			259005	092922BL-B	09/29/2022		USB1022	350.00
				350.00	33011161 544000	HR/NFBPA/ADVERTISING MANAGEMENT ANALYST HR-C/E-ADVERTISING			
	Invoice: 092922BL-C			259006	092922BL-C	09/29/2022		USB1022	100.00
				100.00	33011161 544000	HR/LGHN/ADVERTISING MANAGEMENT ANALYST HR-C/E-ADVERTISING			
	Invoice: 093022BL			259007	093022BL	09/30/2022		USB1022	10.00
				10.00	33011161 531100	HR/EAGLE HARBOR BOOK STORE/BENEFIT FAIR GIFT CARD HR-C/E-SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
Invoice: 093022BL-A			259008	093022BL-A	09/30/2022		USB1022	10.00
			10.00	33011161 531100		HR/TOWN & COUNTRY/BENEFIT FAIR GIFT CARD		
						HR-C/E-SUPPLIES		
Invoice: 093022BL-B			259009	093022BL-B	09/30/2022		USB1022	45.00
			45.00	33011161 544000		HR/CRAIGSLIST/ADVERTISING FINANCIAL ANALYST		
						HR-C/E-ADVERTISING		
Invoice: 093022BL-C			259010	093022BL-C	09/30/2022		USB1022	45.00
			45.00	33011161 544000		HR/CRAIGSLIST/ADVERTISING MANAGEMENT ANALYST		
						HR-C/E-ADVERTISING		
Invoice: 093022BL-D			259011	093022BL-D	09/30/2022		USB1022	10.00
			10.00	33011161 531100		HR/BLACKBIRD BAKERY/BENEFIT FAIR GIFT CARD		
						HR-C/E-SUPPLIES		
Invoice: 101322BL			259012	101322BL	10/13/2022		USB1022	295.00
			295.00	33011161 544000		HR/NEOGOV/ADVERTISING PW MANAGER		
						HR-C/E-ADVERTISING		
Invoice: 101322BL-A			259013	101322BL-A	10/13/2022		USB1022	161.39
			161.39	33011164 443410		HR/CAMPBELLS LODGE/AWC EMPLOYER EXPO LODGING		
						HR-C/E-TRAINING EXP		
Invoice: 100122CK			259018	100122CK	10/01/2022		USB1022	300.00
			300.00	73637891 545000		PW/STORAGE 98110/STORAGE UNIT RENTAL		
						RENTS & LEASES - OPERATING		
Invoice: 101422BK			259037	101422BK	10/14/2022		USB1022	76.44
			76.44	31011572 548500		EX/CONSTANT CONTACT/CMR MONTHLY SUBSCRIPTION		
						EX-GF-OUTREACH-SOFTWARE MAINT		
Invoice: 092822CW			259038	092822CW	09/28/2022		USB1022	116.00
			116.00	71011321 549100		PW/WA ST DOL/PROF ENGINEERING LICENSE RENEWAL		
						PWADM-C/E-DUES/SUBSCR/MEMBRSH		
Invoice: 100222RL			259039	100222RL	10/02/2022		USB1022	112.48
			112.48	32011152 548500		LEGAL/LEXISNEXIS/LEGAL ONLINE SUBSCRIPTION		
						LGL-GF-SOFTWARE MAINT/SUBSCR		
Invoice: 100322RL			259040	100322RL	10/03/2022		USB1022	10.05
			10.05	31011131 539100		EX/TOWN & COUNTRY/HSF TASK FORCE MEETING		
						EX-GF-NON TRAVEL FOOD/SNACK		
Invoice: 100522RL			259041	100522RL	10/05/2022		USB1022	20.45
			20.45	31011131 531100		EX/NAMETAG COUNTRY/NAMETAG SCHROER		
						EX-GF-SUPPLIES		
Invoice: 101322RL			259042	101322RL	10/13/2022		USB1022	9.99
			9.99	31011131 549100		EX/KITSAP SUN/DIGITAL SUBSCRIPTION		
						EX-GF-DUES/SUBSCR/MEMBERSH		

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CASH ACCOUNT: 635 111100 CASH
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 102022RL				259043	102022RL	10/20/2022		USB1022	7.19
				7.19	31011131 539100	EX/TOWN & COUNTRY/LTAC MEETING EX-GF-NON TRAVEL FOOD/SNACK			
Invoice: 102422RL				259044	102422RL	10/24/2022		USB1022	8.19
				8.19	31011131 539100	EX/TOWN & COUNTRY/HSF TASK FORCE MEETING EX-GF-NON TRAVEL FOOD/SNACK			
Invoice: 093022JD				259069	093022JD	09/30/2022		USB1022	1.77
				1.77	21011125 531100	CRT/AMAZON/RULER COURT-SUPPLIES			
Invoice: 100522JD				259070	100522JD	10/05/2022		USB1022	103.50
				103.50	21011125 542500	CRT/PITNEY BOWES/POSTAGE COURT-POSTAGE/SHIPPING			
Invoice: 100522JD-A				259071	100522JD-A	10/05/2022		USB1022	23.44
				23.44	21011125 531100	CRT/AMAZON/CALCULATORS COURT-SUPPLIES			
Invoice: 100622JD				259072	100622JD	10/06/2022		USB1022	67.79
				67.79	21011125 531100	CRT/AMAZON/PAPER CUTTER, POWER STRIP COURT-SUPPLIES			
Invoice: 101122JD				259073	101122JD	10/11/2022		USB1022	-23.44
				-23.44	21011125 531100	CRT/AMAZON/CALCULATOR REFUND COURT-SUPPLIES			
Invoice: 102022JD				259074	102022JD	10/20/2022		USB1022	305.75
				305.75	21011125 531100	CRT/PITNEY BOWES/POSTAGE STAMP PRINTER COURT-SUPPLIES			
Invoice: 102422JD				259075	102422JD	10/24/2022		USB1022	59.52
				59.52	21011125 549500	CRT/SOUND REPROGRAPHICS/CALENDAR PRINTING/COPY COURT-COPIES/PRINTING			
Invoice: 102422JD-A				259076	102422JD-A	10/24/2022		USB1022	123.30
				123.30	21011125 531100	CRT/AMAZON/PENS, CORRECTION TAPE COURT-SUPPLIES			
Invoice: 102422JD-B				259077	102422JD-B	10/24/2022		USB1022	9.77
				9.77	21011125 531100	CRT/AMAZON/RUBBER STAMP COURT-SUPPLIES			
Invoice: 102422JD-C				259078	102422JD-C	10/24/2022		USB1022	1.66
				1.66	21011125 531100	CRT/AMAZON/HIGHLIGHTERS COURT-SUPPLIES			
Invoice: 092622KB				259080	092622KB	09/26/2022		USB1022	169.00
				169.00	33011161 549100	HR/HR CERTIFICATION INSTITUTE/HER RECERTIFICATION HR-C/E-DUES & SUBSCRIPTIONS			

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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: 101722RA				259094	101722RA	10/17/2022		USB1022	563.10
				563.10	63011586 443410	PCD/HOMEWOOD SUITES/CONFERENCE HOTEL JM CUR - C/E TRAINING TRAVEL			
Invoice: 102022RA				259095	102022RA	10/20/2022		USB1022	15.87
				15.87	63470586 542450	PCD/CLICK2MAIL/POSTCARDS FOR PERMITS PCD-PLANNING-COMM OUTREACH			
Invoice: 102422RA				259096	102422RA	10/24/2022		USB1022	199.00
				199.00	63011586 443410	PCD/SOCIETY MUNICIPAL ARBORISTS/CONF. DM CUR - C/E TRAINING TRAVEL			
Invoice: 102022JG				259098	102022JG	10/20/2022		USB1022	51.00
				51.00	73411345 541100	PW/WA DEP OF HEALTH/WATER CERTIFICATION EXAM JG PROFESSIONAL SERVICES			
Invoice: 102022JG-A				259099	102022JG-A	10/20/2022		USB1022	1.02
				1.02	73411345 443410	PW/WA DEP HEALTH/CREDIT CARD FEE O&M-WTR MAINT-TRAINING EXP			
Invoice: 101222MH				259100	101222MH	10/12/2022		USB1022	163.54
				163.54	73425358 531100	PW/HOME DEPOT/RUBBER FOR CLARIFIER O&M-WWTP-SUPPLIES			
Invoice: 092722SM				259102	092722SM	09/27/2022		USB1022	75.99
				75.99	21011125 531100	CRT/AMAZON/PASSPORT PHOTO LIGHTING ACCESSORIES COURT-SUPPLIES			
Invoice: 101522SM				259103	101522SM	10/15/2022		USB1022	18.40
				18.40	21011125 539100	CRT/CARLY'S CAFE/COFFEE PASSPORT SATURDAY EVENT COURT-NON TRAVEL FOOD/SNACKS			
Invoice: 101522SM-A				259104	101522SM-A	10/15/2022		USB1022	115.24
				115.24	21011125 539100	CRT/VIA ROSA 11/LUNCH PASSPORT SATURDAY EVENT COURT-NON TRAVEL FOOD/SNACKS			
Invoice: 101222RN				259105	101222RN	10/12/2022		USB1022	11.96
				11.96	73411345 531100	PW/SAFEWAY/ICE FOR WATER SAMPLES OFFICE SUPPLIES			
Invoice: 101722RN				259106	101722RN	10/17/2022		USB1022	400.00
				400.00	73411345 443410	PW/GREEN RIVER COLLEGE/WTR DISTRIBUTION EXAM AE O&M-WTR MAINT-TRAINING EXP			
Invoice: 101722RN-A				259107	101722RN-A	10/17/2022		USB1022	104.00
				104.00	73411345 541100	PW/GOAMP.COM/WTR DISTRIBUTION EXAM AE PROFESSIONAL SERVICES			
Invoice: 101922RN				259108	101922RN	10/19/2022		USB1022	294.01
				294.01	73637891 531100	PW/SONETICS/HARD HAT SUPPLIES OFFICE SUPPLIES			

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CASH ACCOUNT: 635 111100 CASH
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 100422MD				259122	100422MD	10/04/2022		USB1022	224.49
				224.49	81011881 443410	PW/MGM GRAND/HOTEL DEPOSIT FOR 12/4-12/9/22 IT - C/E TRAINING			
Invoice: 100522MD				259123	100522MD	10/05/2022		USB1022	2,400.00
				2,400.00	81011881 548500	IT/FIREWALLS.COM/ANNUAL MANAGED SERVICES FIREWALL IT - C/E COMPUTER SUPPORT			
Invoice: 101222MD				259124	101222MD	10/12/2022		USB1022	425.00
				425.00	81011881 443410	IT/ASSOC. CITY IFO SYS/ACCIS CONFERENCE AH IT - C/E TRAINING			
Invoice: 100822MD				259125	100822MD	10/08/2022		USB1022	12.00
				12.00	81011881 548500	IT/WETRANSFER/ENCRYPTION SW FOR POLICE IT - C/E COMPUTER SUPPORT			
Invoice: 101022MD				259126	101022MD	10/10/2022		USB1022	426.20
				426.20	81011881 443410	PW/DELTA AIRLINES/AIRFARE TO M365 CONFERENCE IT - C/E TRAINING			
Invoice: 101122MD				259127	101122MD	10/11/2022		USB1022	1,310.40
				1,310.40	81011881 548500	IT/SURVEY MONKEY/ANNUAL SURVEY SW FEE IT - C/E COMPUTER SUPPORT			
Invoice: 101322MD				259128	101322MD	10/13/2022		USB1022	231.29
				231.29	81011881 535500	IT/AMAZON/HEADSETS X3 IT - C/E COMPUTER PARTS & EQ			
Invoice: 102722MD				259129	102722MD	10/27/2022		USB1022	-1,538.25
				-1,538.25	81011881 535500	IT/AMAZON/REFUND NETALLY LINKRUNNER TESTER IT - C/E COMPUTER PARTS & EQ			
Invoice: 102022MD				259130	102022MD	10/20/2022		USB1022	183.45
				183.45	63011586 548500	PCD/WIX.COM/DESIGN FOR BAINBRIDGE WEBSITE HOST CUR-GF-SOFTWARE MAINT/SUB			
Invoice: 102322MD				259131	102322MD	10/23/2022		USB1022	275.07
				275.07	81011881 535500	IT/AMAZON/27" MONITOR KE IT - C/E COMPUTER PARTS & EQ			
Invoice: 101822MD				259133	101822MD	10/18/2022		USB1022	288.36
				288.36	81011881 531100	IT/AMAZON/IPHONE CASES, SCREEN PROTECTORS IT - C/E SUPPLIES			
Invoice: 102422MD				259134	102422MD	10/24/2022		USB1022	120.11
				120.11	81011881 535500	IT/AMAZON/PORTABLE 5 TB HARD DRIVE BARRACUDA B/U IT - C/E COMPUTER PARTS & EQ			
Invoice: 100722DM				259145	100722DM	10/07/2022		USB1022	84.20
				84.20	73637891 531100	PW/APWA.NET/ROADEO T-SHIRT PRIZES OFFICE SUPPLIES			

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CASH ACCOUNT: 635 111100 CASH
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 101222DM				259146	101222DM	10/12/2022		USB1022	37.00
				37.00	73637891 539100	PW/SLUY'S BAKERY O&M-NON TRAVEL FOOD/BEV			
Invoice: 101322DM				259147	101322DM	10/13/2022		USB1022	1,194.25
				1,194.25	73111290 531100	PW/SUNBELT RENTALS/5 GALLON HAND PUMP/SHORING O&M-STREET-MAINT O/H-SUPPLIES			
Invoice: 092722PN				259172	092722PN	09/27/2022		USB1022	134.30
				134.30	11011116 539100	CC/THUY'S/CITY COUNCIL MTG DINNER COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 100922PN				259173	100922PN	10/09/2022		USB1022	77.00
				77.00	11011116 539100	CC/VIA ROSA/CITY COUNCIL MTG DINNER COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 101122PN				259174	101122PN	10/11/2022		USB1022	10.48
				10.48	11011116 539100	CC/SAFEWAY/CITY COUNCIL MTG DINNER COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 101922PN				259175	101922PN	10/19/2022		USB1022	165.56
				165.56	11011116 539100	CC/THE MARKETPLACE/CITY COUNCIL MTG DINNER COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 092822MS				259210	092822MS	09/28/2022		USB1022	43.67
				43.67	62471591 531100	PCD/SAFEWAY/FLOWERS BLAKE'S SISTER'S MEMORIAL BLDG-SUPPLIES			
Invoice: 093022MS				259211	093022MS	09/30/2022		USB1022	35.40
				35.40	63470588 531100	PCD/AMAZON/2023 JUMBO WALL CALENDAR CUR - DEV DEV PLAN OFC SUPPLY			
Invoice: 100322MS				259212	100322MS	10/03/2022		USB1022	900.00
				900.00	61470581 545000	PCD/PY STORAGE 98110/MONTHLY ARCHIVE STORAGE FEES PCD - DEV ADMIN RENTS & LEASES			
Invoice: 100422MS				259213	100422MS	10/04/2022		USB1022	32.75
				32.75	61011581 531100	PCD/AMAZON/HEADSET PCD - C/E ADMIN SUPPLIES			
Invoice: 100422MS-A				259214	100422MS-A	10/04/2022		USB1022	4.99
				4.99	61470581 549100	PCD/KITSAP SUN/MONTHLY DIGITAL NEWSPAPER PCD - DEV ADMIN DUES/SUBSCR			
Invoice: 100422MS-B				259215	100422MS-B	10/04/2022		USB1022	11.99
				11.99	61011581 531100	PCD/AMAZON/2023 WALL CALENDAR PCD - C/E ADMIN SUPPLIES			
Invoice: 100422MS-C				259216	100422MS-C	10/04/2022		USB1022	137.53
				137.53	61011581 531100	PCD/AMAZON/2023 CALENDARS - MULTIPLE PCD - C/E ADMIN SUPPLIES			

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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: 100722AL				259231	100722AL	10/07/2022		USB1022	222.00
				222.00	31011256 541100	EX/NCSI/VOLUNTEER BACKGROUND CHECKS EX-GF-EMERG PREP-PROF SVCS			
Invoice: 101022AL				259232	101022AL	10/10/2022		USB1022	16.37
				16.37	31011256 531100	EX/AMAZON/EOC PRESENTATION SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
Invoice: 101122AL				259233	101122AL	10/11/2022		USB1022	77.29
				77.29	31011256 531100	EX/AMAZON/EOC PRESENTATION SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
Invoice: 101122AL-A				259234	101122AL-A	10/11/2022		USB1022	9.64
				9.64	31011256 531100	EX/AMAZON/EOC PRESENTATION SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
Invoice: 101222AL				259235	101222AL	10/12/2022		USB1022	390.58
				390.58	31011256 531100	EX/4IMPRINT/LANYARDS FOR VOLUNTEER BADGES EX-GF-EMERG PREP-SUPPLIES			
Invoice: 101322AL				259236	101322AL	10/13/2022		USB1022	109.84
				109.84	31011256 531100	EX/AMAZON/POWER SOCKETS FOR HUB TRAILERS EX-GF-EMERG PREP-SUPPLIES			
Invoice: 101722AL				259237	101722AL	10/17/2022		USB1022	50.17
				50.17	31011256 539100	EX/SAFEWAY/READY CONGREGATIONS MTG SNACKS EX-GF-EMERG PREP-NON TR MEALS			
Invoice: 101822AL				259238	101822AL	10/18/2022		USB1022	21.84
				21.84	31011256 539100	EX/STARBUCKS/COFFEE STRATEGIC PLANNING DAY EX-GF-EMERG PREP-NON TR MEALS			
Invoice: 102022AL				259239	102022AL	10/20/2022		USB1022	10,473.11
				10,473.11	31011256 531100	EX/TRAILER BOSS/HUB TRAILER EX-GF-EMERG PREP-SUPPLIES			
Invoice: 102022AL-A				259240	102022AL-A	10/20/2022		USB1022	10,473.11
				10,473.11	31011256 531100	EX/TRAILER BOSS/HUB TRAILER EX-GF-EMERG PREP-SUPPLIES			
Invoice: 102022AL-B				259241	102022AL-B	10/20/2022		USB1022	39.14
				39.14	31011256 539100	EX/SAFEWAY/SNACKS FOR WFR CLASS EX-GF-EMERG PREP-NON TR MEALS			
Invoice: 102022AL-C				259242	102022AL-C	10/20/2022		USB1022	141.71
				141.71	31011256 531100	EX/AMAZON/HI-VIS VESTS FOR CERT EX-GF-EMERG PREP-SUPPLIES			
Invoice: 092722KG				259353	092722KG	09/27/2022		USB1022	116.00
				116.00	72011321 549100	ENG/WA DOL/PE LICENSE MAX MILLER ENG - C/E ADMIN MISCELLENEOUS			

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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: 100422KG				259354	100422KG	10/04/2022		USB1022	-104.28
				-104.28	72637319 53110000809	ENG/AMAZON/CREDIT FOR SANDBAGS WQFMP SUPPLIES WATER QUAL FLOW MONIT-SUPPLIES			
Invoice: 100422KG-A				259355	100422KG-A	10/04/2022		USB1022	120.00
				120.00	72431831 443410	ENG/AWWA/C BERG GROUNDWATER TESTING ENG - SSWM ADM TRAINING			
Invoice: 100522KG				259356	100522KG	10/05/2022		USB1022	25.08
				25.08	72011321 531100	ENG/SAFEWAY/KITCHEN CLEANING SUPPLIES ENG - C/E ADMIN SUPPLIES			
Invoice: 100622KG				259357	100622KG	10/06/2022		USB1022	78.03
				78.03	72011321 539100	ENG/T&C/PUBLIC WORKS TEAM MEETING SUPPLIES ENG-C/E-NON TRAVEL FOOD/BEV			
Invoice: 100622KG-A				259358	100622KG-A	10/06/2022		USB1022	390.64
				390.64	72011324 443410	ENG/THE DAVENPORT GRAND/APWA CONFERENCE ME ENG - C/E - TRAINING			
Invoice: 101222KG				259359	101222KG	10/12/2022		USB1022	33.83
				33.83	72011321 531100	ENG/AMAZON/WALL CALENDAR ENG - C/E ADMIN SUPPLIES			
Invoice: 101222KG-A				259360	101222KG-A	10/12/2022		USB1022	81.99
				81.99	72011321 539100	ENG/T&C/SPECIAL ORDER CAKE ENG-C/E-NON TRAVEL FOOD/BEV			
Invoice: 101322KG				259361	101322KG	10/13/2022		USB1022	140.87
				140.87	72011321 549100	ENG/PMI/PMI MEMBERSHIP C MUNTER ENG - C/E ADMIN MISCELLENEOUS			
Invoice: 101422KG				259362	101422KG	10/14/2022		USB1022	295.00
				295.00	72011321 549100	ENG/ASCE/ASCE MEMBERSHIP E CADY ENG - C/E ADMIN MISCELLENEOUS			
Invoice: 102022KG				259363	102022KG	10/20/2022		USB1022	175.75
				175.75	72431831 443410	ENG/AIRBNB/AWWA CONFERENCE A BERG ENG - SSWM ADM TRAINING			
Invoice: 093022JL				259366	093022JL	09/30/2022		USB1022	36.42
				36.42	32011154 443410	LEGAL/LANDING BAR & GRILLE/MEAL LGL-GF-TRAINING			
Invoice: 093022JL-A				259367	093022JL-A	09/30/2022		USB1022	329.44
				329.44	32011154 443410	LEGAL/CAMPBELL's LODGE/WSAMA CONFERENCE LODGING LGL-GF-TRAINING			
Invoice: 092722ZB				259428	092722ZB	09/27/2022		USB1022	20.40
				20.40	53011212 54110000962	POL/SALTY DOG WASH/K9 NAIL TRIM, BATH TRACKING CANINE-PROF SVCS			

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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
				259442	101422BB	10/14/2022		USB1022	361.65
Invoice: 101422BB				361.65	55011757 443410	POL/SWINOMISH CASINO/LODGING PCC CONF. TA PD-HARBORMASTER-TRAINING			
				259443	101622BB	10/16/2022		USB1022	360.00
Invoice: 101622BB				360.00	51011215 531100	POL/EVIDENT INC/EVIDENCE TAPE POLICE - C/E FACIL SUPPLIES			
				259444	101922BB	10/19/2022		USB1022	41.25
Invoice: 101922BB				41.25	51011191 531100	POL/EVIDENT INC/SHIPPING EVIDENCE TAPE PD-C/E-PROP RM-SUPPLIES			
				259445	101922BB-A	10/19/2022		USB1022	17.91
Invoice: 101922BB-A				17.91	51011215 531100	POL/AMAZON/FEBREEZE ROOM SPRAY POLICE - C/E FACIL SUPPLIES			
				259446	101822BB	10/18/2022		USB1022	205.21
Invoice: 101822BB				205.21	51011191 531100	POL/SIRCHIE/EVIDENCE TAGS PD-C/E-PROP RM-SUPPLIES			
				259447	100222KE	10/02/2022		USB1022	11.26
Invoice: 100222KE				11.26	51011120 443410	POL/BURGER KING/MEAL PD-CLERKS-TRAINING			
				259448	100222KE-A	10/02/2022		USB1022	17.20
Invoice: 100222KE-A				17.20	51011120 443410	POL/WA ST FERRIES/FERRY PASSAGE PD-CLERKS-TRAINING			
				259449	100322KE	10/03/2022		USB1022	12.89
Invoice: 100322KE				12.89	51011120 443410	POL/PITA PIT/MEAL PD-CLERKS-TRAINING			
				259450	100422KE	10/04/2022		USB1022	87.73
Invoice: 100422KE				87.73	51011120 443410	POL/P.F. CHANGS/MEAL PD-CLERKS-TRAINING			
				259451	100622KE	10/06/2022		USB1022	10.10
Invoice: 100622KE				10.10	51011120 443410	POL/AVISTA/FUEL PD-CLERKS-TRAINING			
				259452	100722KE	10/07/2022		USB1022	13.93
Invoice: 100722KE				13.93	51011120 443410	POL/AVISTA/FUEL PD-CLERKS-TRAINING			
				259453	100722KE-A	10/07/2022		USB1022	17.20
Invoice: 100722KE-A				17.20	51011120 443410	POL/WA ST FERRIES/FERRY PASSAGE PD-CLERKS-TRAINING			
				259455	100722KE-B	10/07/2022		USB1022	10.00
Invoice: 100722KE-B				10.00	51011120 443410	POL/SHELL ZECO SYSTEMS/E-VEHICLE CHARGE PD-CLERKS-TRAINING			

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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: 100722KE-C				259456	100722KE-C	10/07/2022		USB1022	10.00
				10.00	51011120 443410	POL/SHELL ZECO SYSTEMS/E-VEHICLE CHARGE PD-CLERKS-TRAINING			
Invoice: 100722KE-D				259457	100722KE-D	10/07/2022		USB1022	10.00
				10.00	51011120 443410	POL/SHELL ZECO SYSTEMS/E-VEHICLE CHARGE PD-CLERKS-TRAINING			
Invoice: 100722KE-E				259458	100722KE-E	10/07/2022		USB1022	10.00
				10.00	51011120 443410	POL/SHELL ZECO SYSTEMS/E-VEHICLE CHARGE PD-CLERKS-TRAINING			
Invoice: 100722KE-F				259459	100722KE-F	10/07/2022		USB1022	10.00
				10.00	51011120 443410	POL/SHELL ZECO SYSTEMS/E-VEHICLE CHARGE PD-CLERKS-TRAINING			
Invoice: 100722KE-G				259460	100722KE-G	10/07/2022		USB1022	37.00
				37.00	51011120 443410	POL/BARLOW'S LIBERTY LAKE/MEAL PD-CLERKS-TRAINING			
Invoice: 100722KE-H				259461	100722KE-H	10/07/2022		USB1022	920.71
				920.71	51011120 443410	POL/HOLIDAY INN EXPRESS/LODGING 5 NIGHTS PD-CLERKS-TRAINING			
Invoice: 092922JF				259462	092922JF	09/29/2022		USB1022	212.36
				212.36	53011212 531100	POL/CHEAPER THAN DIRT/LEFT HANDED TASER HOLSTER X2 PD-C/E-PATROL SUPPLIES			
Invoice: 092822JF				259464	092822JF	09/28/2022		USB1022	102.90
				102.90	53011212 531100	POL/MAKER'S LEATHER SUPPLY/BLUEGUNS PD-C/E-PATROL SUPPLIES			
Invoice: 101522JF				259465	101522JF	10/15/2022		USB1022	3,730.50
				3,730.50	53011212 531100	POL/PRIMARY ARMS/RIFLE LIGHTS, MOUNTS, RAILS PD-C/E-PATROL SUPPLIES			
Invoice: 101622JF				259466	101622JF	10/16/2022		USB1022	152.28
				152.28	53011212 531100	POL/AMAZON/PADDLE HOLSTER, BATTERY DOORS X5 PD-C/E-PATROL SUPPLIES			
Invoice: 100322EH				259467	100322EH	10/03/2022		USB1022	11.99
				11.99	52011212 443410	POL/GOLDEN PEAR/MEAL POLICE - C/E INVEST TRAINING			
Invoice: 100422EH				259469	100422EH	10/04/2022		USB1022	25.87
				25.87	52011212 443410	POL/PASEO/MEAL POLICE - C/E INVEST TRAINING			
Invoice: 100522EH				259470	100522EH	10/05/2022		USB1022	16.18
				16.18	52011212 443410	POL/THE CLASSIC/MEAL POLICE - C/E INVEST TRAINING			

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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 11	192								
APP 001-213000	11/21/2022	USB1022	112122			GENERAL - ACCOUNTS PAYABLE		53,597.73	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	11/21/2022	USB1022	112122			CASH			59,396.88
						AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	11/21/2022	USB1022	112122			ACCOUNTS PAYABLE		810.16	
						AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	11/21/2022	USB1022	112122			ACCOUNTS PAYABLE		1,563.78	
						AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	11/21/2022	USB1022	112122			ACCOUNTS PAYABLE		567.98	
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	11/21/2022	USB1022	112122			ACCOUNTS PAYABLE		163.54	
						AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	11/21/2022	USB1022	112122			STREETS - ACCOUNTS PAYABLE		2,397.94	
						AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	11/21/2022	USB1022	112122			ACCOUNTS PAYABLE		295.75	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								59,396.88	59,396.88
APP 631-130000	11/21/2022	USB1022	112122			DUE TO/FROM CLEARING		58,586.72	
APP 001-130000	11/21/2022	USB1022	112122			GENERAL - DUE TO/FROM CLEARING			53,597.73
APP 407-130000	11/21/2022	USB1022	112122			DUE TO/FROM CLEARING			1,563.78
APP 401-130000	11/21/2022	USB1022	112122			DUE TO/FROM CLEARING			567.98
APP 402-130000	11/21/2022	USB1022	112122			DUE TO/FROM CLEARING			163.54
APP 101-130000	11/21/2022	USB1022	112122			STREETS - DUE TO/FROM CLEARING			2,397.94
APP 403-130000	11/21/2022	USB1022	112122			DUE TO/FROM CLEARING			295.75
SYSTEM GENERATED ENTRIES TOTAL								58,586.72	58,586.72
JOURNAL 2022/11/192 TOTAL								117,983.60	117,983.60

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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 11	192	11/21/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	53,597.73	53,597.73
				FUND TOTAL	53,597.73	53,597.73
101 STREET FUND 101-130000 101-213000	2022 11	192	11/21/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	2,397.94	2,397.94
				FUND TOTAL	2,397.94	2,397.94
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	192	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	567.98	567.98
				FUND TOTAL	567.98	567.98
402 SEWER OPERATING FUND 402-130000 402-213000	2022 11	192	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	163.54	163.54
				FUND TOTAL	163.54	163.54
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 11	192	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	295.75	295.75
				FUND TOTAL	295.75	295.75
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 11	192	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,563.78	1,563.78
				FUND TOTAL	1,563.78	1,563.78
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 11	192	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	58,586.72 810.16	59,396.88
				FUND TOTAL	59,396.88	59,396.88

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		53,597.73
101 STREET FUND		2,397.94
401 WATER OPERATING FUND		567.98
402 SEWER OPERATING FUND		163.54
403 STORM & SURFACE WATER FUND		295.75
407 BUILDING & DEVELOPMENT FUND		1,563.78
631 CLEARING FUND	58,586.72	
	TOTAL	58,586.72

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A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
1585	11/21/2022	MANL	124 WA ST DEPT OF REVENU	259610	OCT22	11/25/2022		ETOCT22	26,089.80
	Invoice: OCT22								
				665.82	91411341 553000	OCTOBER 2022 EXCISE TAXES			
				.18	91421351 553000	FINANCE - WATER EXTRNL TAXES			
				4,701.65	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
				45.12	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
				11.61	91411341 553000	FINANCE - WATER EXTRNL TAXES			
				2.63	91411341 553000	FINANCE - WATER EXTRNL TAXES			
				14,889.35	91431383 553000	FINANCE - SSWM - EXTRNL TAXES			
				4,973.35	91411341 553000	FINANCE - WATER EXTRNL TAXES			
				481.98	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
				115.46	73425358 531100	O&M-WWTP-SUPPLIES			
				3.93	33011161 531100	HR-C/E-SUPPLIES			
				33.12	51011215 531100	POLICE - C/E FACIL SUPPLIES			
				3.80	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				18.88	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				9.47	53011212 531100	PD-C/E-PATROL SUPPLIES			
				126.01	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
				1.27	31011131 531100	EX-GF-SUPPLIES			
				6.17	73637891 531100	OFFICE SUPPLIES			

CHECK 1585 TOTAL: 26,089.80

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 26,089.80

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	26,089.80

*** GRAND TOTAL *** 26,089.80

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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	11	203									
APP	401-213000		11/21/2022	ETOCT22	112122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,653.41	
APP	635-111100		11/21/2022	ETOCT22	112122			CASH AP CASH DISBURSEMENTS JOURNAL			26,089.80
APP	402-213000		11/21/2022	ETOCT22	112122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,344.39	
APP	403-213000		11/21/2022	ETOCT22	112122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		14,889.35	
APP	001-213000		11/21/2022	ETOCT22	112122			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		196.48	
APP	631-213000		11/21/2022	ETOCT22	112122			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6.17	
GENERAL LEDGER TOTAL										26,089.80	26,089.80
APP	631-130000		11/21/2022	ETOCT22	112122			DUE TO/FROM CLEARING		26,083.63	
APP	401-130000		11/21/2022	ETOCT22	112122			DUE TO/FROM CLEARING			5,653.41
APP	402-130000		11/21/2022	ETOCT22	112122			DUE TO/FROM CLEARING			5,344.39
APP	403-130000		11/21/2022	ETOCT22	112122			DUE TO/FROM CLEARING			14,889.35
APP	001-130000		11/21/2022	ETOCT22	112122			GENERAL - DUE TO/FROM CLEARING			196.48
SYSTEM GENERATED ENTRIES TOTAL										26,083.63	26,083.63
JOURNAL 2022/11/203 TOTAL										52,173.43	52,173.43

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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 11	203	11/21/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	196.48	196.48
				FUND TOTAL	196.48	196.48
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	203	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5,653.41	5,653.41
				FUND TOTAL	5,653.41	5,653.41
402 SEWER OPERATING FUND 402-130000 402-213000	2022 11	203	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5,344.39	5,344.39
				FUND TOTAL	5,344.39	5,344.39
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 11	203	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	14,889.35	14,889.35
				FUND TOTAL	14,889.35	14,889.35
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 11	203	11/21/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	26,083.63 6.17	26,089.80
				FUND TOTAL	26,089.80	26,089.80

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		196.48
401	WATER OPERATING FUND		5,653.41
402	SEWER OPERATING FUND		5,344.39
403	STORM & SURFACE WATER FUND		14,889.35
631	CLEARING FUND		
		26,083.63	
	TOTAL	26,083.63	26,083.63

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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

1586	12/01/2022	MANL	8330 US BANK	259619	2095862	10/10/2022		USB12122	588,900.00
	Invoice: 2095862					DEC1 DEBT SVC BAIUTGOREF13 P&I			
				565,000.00	91247189 771000	2013 REFI-PRIN REDEMP			
				23,900.00	91247289 783000	2013 REFI-INTEREST			
				259620	2097988	10/12/2022		USB12122	305,675.00
	Invoice: 2097988					DEC1 DEBT SVC BAILTGOREF21 P&I			
				290,000.00	91422913 771000	2021 REFI-PRIN PYMT			
				15,675.00	91422923 783000	2021 REFI-INTERST PYMT			
				259621	2098290	10/12/2022		USB12122	37,000.00
	Invoice: 2098290					BAILTGOREF19 DEBT SVC INT			
				37,000.00	91249276 783000	2019 REF BONDS-INTEREST			
				259622	2098336	12/01/2022		USB12122	381,300.00
	Invoice: 2098336					BAILTGO19 DEBT SVC P&I			
				255,000.00	91248121 77100000724	PD/COURT BLDG-PRINCIPLE			
				126,300.00	91248221 78300000724	PD/COURT BLDG-INTEREST			

CHECK 1586 TOTAL: 1,312,875.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,312,875.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,312,875.00

*** GRAND TOTAL *** 1,312,875.00

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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 12	5								
APP 201-213000	12/01/2022	USB12122	112222			ACCOUNTS PAYABLE		1,007,200.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	12/01/2022	USB12122	112222			CASH			1,312,875.00
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	12/01/2022	USB12122	112222			ACCOUNTS PAYABLE		305,675.00	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								1,312,875.00	1,312,875.00
APP 631-130000	12/01/2022	USB12122	112222			DUE TO/FROM CLEARING		1,312,875.00	
APP 201-130000	12/01/2022	USB12122	112222			DUE TO/FROM CLEARING			1,007,200.00
APP 402-130000	12/01/2022	USB12122	112222			DUE TO/FROM CLEARING			305,675.00
SYSTEM GENERATED ENTRIES TOTAL								1,312,875.00	1,312,875.00
JOURNAL 2022/12/5 TOTAL								2,625,750.00	2,625,750.00

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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 12	5	12/01/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,007,200.00	1,007,200.00
				FUND TOTAL	1,007,200.00	1,007,200.00
402 SEWER OPERATING FUND 402-130000 402-213000	2022 12	5	12/01/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	305,675.00	305,675.00
				FUND TOTAL	305,675.00	305,675.00
631 CLEARING FUND 631-130000 635-111100	2022 12	5	12/01/2022	DUE TO/FROM CLEARING CASH	1,312,875.00	1,312,875.00
				FUND TOTAL	1,312,875.00	1,312,875.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
201	GO BOND FUND		1,007,200.00
402	SEWER OPERATING FUND		305,675.00
631	CLEARING FUND	1,312,875.00	
		1,312,875.00	1,312,875.00
TOTAL		1,312,875.00	1,312,875.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
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CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
1587	11/24/2022	EFT	9916 TRANSPORTATION SYSTE	259612	PAYREQ2-FINAL-00966	11/02/2022		M112222	41,244.85
	Invoice: PAYREQ2-FINAL-00966							ENG/HS RD SAFETY IMPRVMENTS CONSTRU	
				41,244.85	72321953 66300000966			HS ROAD SAFETY IMPR-CONSTR	
								CHECK 1587 TOTAL:	41,244.85
1588	11/24/2022	EFT	9373 VISIT BAINBRIDGE	259606	132	09/30/2022		M112222	13,020.15
	Invoice: 132							2022 LTAC CONTRACT	
				13,020.15	91140573 541100			GG-TOUR-PROF SERVICES	
								CHECK 1588 TOTAL:	13,020.15
								NUMBER OF CHECKS 2	
								*** CASH ACCOUNT TOTAL ***	54,265.00
								COUNT	AMOUNT
								TOTAL EFT'S	2 54,265.00
								*** GRAND TOTAL ***	54,265.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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 11	227								
APP 301-213000	11/25/2022	M112222	112322			ACCOUNTS PAYABLE		41,244.85	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	11/25/2022	M112222	112322			CASH			54,265.00
						AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000	11/25/2022	M112222	112322			CIVIC IMPR - ACCOUNTS PAYABLE		13,020.15	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								54,265.00	54,265.00
APP 631-130000	11/25/2022	M112222	112322			DUE TO/FROM CLEARING		54,265.00	
APP 301-130000	11/25/2022	M112222	112322			DUE TO/FROM CLEARING			41,244.85
APP 104-130000	11/25/2022	M112222	112322			CIVIC IMPR DUE TO/FROM CLEAR'G			13,020.15
SYSTEM GENERATED ENTRIES TOTAL								54,265.00	54,265.00
JOURNAL 2022/11/227 TOTAL								108,530.00	108,530.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2022 11	227	11/25/2022	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	13,020.15	13,020.15
				FUND TOTAL	13,020.15	13,020.15
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 11	227	11/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	41,244.85	41,244.85
				FUND TOTAL	41,244.85	41,244.85
631 CLEARING FUND 631-130000 635-111100	2022 11	227	11/25/2022	DUE TO/FROM CLEARING CASH	54,265.00	54,265.00
				FUND TOTAL	54,265.00	54,265.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
104	CIVIC IMPROVEMENT FUND		13,020.15
301	CAPITAL CONSTRUCTION FUND		41,244.85
631	CLEARING FUND	54,265.00	
TOTAL		54,265.00	54,265.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

1589	12/08/2022	EFT	8646 ISLAND HANDS	259765	2048	11/22/2022		M120622	15,155.15
	Invoice: 2048					PW/2020-2023 JANITORIAL CONTRACT			
				14,927.82	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				227.33	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
						CHECK	1589	TOTAL:	15,155.15
					NUMBER OF CHECKS	1		*** CASH ACCOUNT TOTAL ***	15,155.15
						COUNT		AMOUNT	
					TOTAL EFT'S	1		15,155.15	
								*** GRAND TOTAL ***	15,155.15

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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 12	38								
APP 001-213000	12/08/2022	M120622	120622			GENERAL - ACCOUNTS PAYABLE		14,927.82	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	12/08/2022	M120622	120622			CASH			15,155.15
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	12/08/2022	M120622	120622			ACCOUNTS PAYABLE		227.33	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								15,155.15	15,155.15
APP 631-130000	12/08/2022	M120622	120622			DUE TO/FROM CLEARING		15,155.15	
APP 001-130000	12/08/2022	M120622	120622			GENERAL - DUE TO/FROM CLEARING			14,927.82
APP 402-130000	12/08/2022	M120622	120622			DUE TO/FROM CLEARING			227.33
SYSTEM GENERATED ENTRIES TOTAL								15,155.15	15,155.15
JOURNAL 2022/12/38 TOTAL								30,310.30	30,310.30

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CITY OF BAINBRIDGE ISLAND
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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 12	38	12/08/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	14,927.82	14,927.82
				FUND TOTAL	14,927.82	14,927.82
402 SEWER OPERATING FUND 402-130000 402-213000	2022 12	38	12/08/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	227.33	227.33
				FUND TOTAL	227.33	227.33
631 CLEARING FUND 631-130000 635-111100	2022 12	38	12/08/2022	DUE TO/FROM CLEARING CASH	15,155.15	15,155.15
				FUND TOTAL	15,155.15	15,155.15

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		14,927.82
402	SEWER OPERATING FUND		227.33
631	CLEARING FUND	15,155.15	
	TOTAL	15,155.15	15,155.15

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635		111100		CASH					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
1590	12/14/2022	EFT	9249 911 SUPPLY INC	259804	INV-2-24069	11/28/2022		12/11/22	1,945.95
			Invoice: INV-2-24069						
				1,945.95	53011212 52000000499	POL/BODY ARMOR/PEPICELLI BVP-BULLETPROOF VESTS-PURCHASE			
						CHECK		1590 TOTAL:	1,945.95
1591	12/14/2022	EFT	5 ACE HARDWARE	259854	522451	11/30/2022		12/11/22	120.10
			Invoice: 522451						
				120.10	73425358 531100	PW/CM PREM GARDEN HOSE 75 O&M-WWTP-SUPPLIES			
			Invoice: 521711	259863	521711	11/14/2022		12/11/22	80.79
				80.79	73111290 531100	PW/TWISTED NYLON ROPE 1/2X50' O&M-STREET-MAINT O/H-SUPPLIES			
			Invoice: 521741	259864	521741	11/15/2022		12/11/22	16.37
				16.37	73637945 531100	PW/CULTIVTR 4TINE TRUPR 48" O&M ALLOC-SWEEPER-SUPPLIES			
			Invoice: 521811	259865	521811	11/16/2022		12/11/22	7.63
				7.63	73111264 531100	PW/PLUG DRAIN SNAP LOCK O&M-STREET-TRAF CONTROL-SUPPLY			
			Invoice: 521881	259866	521881	11/16/2022		12/11/22	100.38
				100.38	73425358 531100	PW/SUPER CUSHY PAD, CLEANR BREAKE, WD40, BLEACH O&M-WWTP-SUPPLIES			
			Invoice: 521961	259867	521961	11/18/2022		12/11/22	103.69
				103.69	73111427 531100	PW/WHITE VINEGAR, WINDEX, MOP DUST, SCRUB BRUSH OFFICE SUPPLIES			
			Invoice: 522001	259868	522001	11/18/2022		12/11/22	16.36
				16.36	73111427 531100	PW/POLISH METAL BRASSO, PLEDGE POLISH LMN OFFICE SUPPLIES			
			Invoice: 522291	259869	522291	11/28/2022		12/11/22	9.82
				9.82	73425358 531100	PW/LED BR30 E26 DL 65W DIM LIGHTBULB O&M-WWTP-SUPPLIES			
			Invoice: 522401	259870	522401	11/29/2022		12/11/22	109.19
				109.19	73111256 53110001054	PW/DELUXE EDGEGUARD SPREADER 2020 STORM PREP-STRT-SUPPLIES			
						CHECK		1591 TOTAL:	564.33
1592	12/14/2022	EFT	7726 AIR MANAGEMENT SOLUT	259757	0001139458	11/22/2022		12/11/22	4,723.24
			Invoice: 0001139458						
				4,723.24	73011183 54810000707	PW/COMMERCIAL REPAIR SERVICES CH HVAC-REPAIRS			
			Invoice: 0001141270	259878	0001141270	11/22/2022		12/11/22	532.35
						PW/HVAC REPAIR AT CITY HALL			

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635		111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
				532.35	73011183 54810000707	CH HVAC-REPAIRS				
Invoice: 0001141282				259880	0001141282			12/11/22	626.46	
								12/05/2022		
								PW/REPAIR AT CITY HALL		
				626.46	73011183 54810000707	CH HVAC-REPAIRS				
								CHECK	1592 TOTAL:	
									5,882.05	
1593	12/14/2022 EFT		8991 ALLIANCE 2020, INC	259728	5841476			11/30/2022	12/11/22	215.91
	Invoice: 5841476							HR/BACKGROUND CHECKS		
				215.91	33011161 541100	HR-C/E-PROF SVCS				
								CHECK	1593 TOTAL:	215.91
1594	12/14/2022 EFT		7821 ARAMARK	259871	5120118636			11/03/2022	12/11/22	84.48
	Invoice: 5120118636							PW/COAT LAB SPUN, COVR FR		
				84.48	73638893 589310	LAUNDRY SERVICES				
Invoice: 5120122924				259872	5120122924			11/10/2022	12/11/22	84.48
				84.48	73638893 589310	PW/COAT LAB SPUN, COVR FR				
						LAUNDRY SERVICES				
Invoice: 5120127442				259873	5120127442			11/17/2022	12/11/22	84.48
				84.48	73638893 589310	PW/COAT LAB SPUN, COVR FR				
						LAUNDRY SERVICES				
								CHECK	1594 TOTAL:	253.44
1595	12/14/2022 EFT		2922 ARXCIS INC	259881	1002679			08/09/2022	12/11/22	9,814.50
	Invoice: 1002679							PW/INSPECT, TEST & CERTIFICATION SERVICES		
				9,814.50	73637891 541100	PROFESSIONAL SERVICES				
								CHECK	1595 TOTAL:	9,814.50
1596	12/14/2022 EFT		2138 ASPECT CONSULTING LL	259855	48837			11/17/2022	12/11/22	1,767.50
	Invoice: 48837							PW/PROF SVCS FOR WELL DEVELOPMENT		
				1,767.50	73414434 64110001096	PRIT PARK WELL DEV/REHAB-PR SV				
								CHECK	1596 TOTAL:	1,767.50
1597	12/14/2022 EFT		4365 AUTOMATIC FUNDS TRAN	259801	125512			11/02/2022	12/11/22	816.82
	Invoice: 125512							FIN/STATEMENT PREP AND MAIL		
				168.82	43411341 541100	FIN - WATER ADMIN PROF SERVICE				
				168.82	43421351 541100	FIN - SEWER ADMIN PROF SERVICE				
				239.59	91411891 542500	GG-WTR-FAC-POSTAGE				
				239.59	91421891 542500	GG-SWR-FAC-POSTAGE				

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
Invoice: 125547			259802	125547	11/04/2022		12/11/22	6.44
			1.22	43411341 541100	FIN/FINAL BILL: PRINT AND MAIL			
			1.23	43421351 541100	FIN - WATER ADMIN PROF SERVICE			
			1.99	91411891 542500	FIN - SEWER ADMIN PROF SERVICE			
			2.00	91421891 542500	GG-WTR-FAC-POSTAGE			
					GG-SWR-FAC-POSTAGE			
Invoice: BAIN2211028			259896	BAIN2211028	11/30/2022		12/11/22	153.12
			150.00	41011141 541100	FIN/B&O NOVEMBER2022			
			3.12	41011141 542500	FIN - C/E ADMIN PROF SERVICES			
					FIN-C/E-ADM-POSTAGE/SHIPPING			
					CHECK		1597 TOTAL:	976.38
1598 12/14/2022 EFT		55 SOUND PUBLISHING, IN	259585	BIR965846	11/04/2022		12/11/22	65.17
Invoice: BIR965846			65.17	11011113 544000	CC/ORDINANCE 2022-18 PROPERTY TAXES			
					COUNCIL - LEGAL NOTICES			
Invoice: BIR965851			259586	BIR965851	11/04/2022		12/11/22	55.25
			55.25	11011113 544000	CC/ORDINANCE 2022-02 AFFORDABLE HOUSING			
					COUNCIL - LEGAL NOTICES			
Invoice: BIR965865			259587	BIR965865	11/04/2022		12/11/22	43.92
			43.92	11011113 544000	CC/ORDINANCE 2022-20 CAPITAL INVESTMENT PLAN			
					COUNCIL - LEGAL NOTICES			
Invoice: BIR966012			259607	BIR966012	11/04/2022		12/11/22	127.50
			127.50	63470586 544000	PCD/LEGAL NOTICE PERMIT BLD26978			
					CUR-DEV-ZONING-ADV			
Invoice: BIR966235			259623	BIR966235	11/11/2022		12/11/22	89.25
			89.25	63470586 544000	PCD/LEGAL NOTICE PERMIT BLD51467			
					CUR-DEV-ZONING-ADV			
Invoice: BIR966694			259637	BIR966694	11/18/2022		12/11/22	84.78
			84.78	63470586 544000	PCD/LEGAL NOTICE PERMIT PLN52251 SSDE			
					CUR-DEV-ZONING-ADV			
Invoice: BIR966628			259648	BIR966628	11/18/2022		12/11/22	48.17
			48.17	72334562 64400001077	ENG/EAGLE HARBOR DRIVE SHOULDER IMPROVEMENT			
					C40-EAGLE HARBOR PH2-ADV			
Invoice: BIR966713			259649	BIR966713	11/18/2022		12/11/22	46.75
			46.75	73111264 54400000235	PW/2022 ANNUAL ROAD STRIPING STRIPE RITE			
					ROAD STRIPING-ADVERTISING			
Invoice: BIR966708			259651	BIR966708	11/18/2022		12/11/22	45.33
			45.33	11011113 544000	CC/ORDINANCE NO 2022-19 FINAL BUDGET			
					COUNCIL - LEGAL NOTICES			
			259652	BIR966706	11/18/2022		12/11/22	45.33

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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: BIR966706									
				45.33	11011113 544000				
Invoice: BIR966704									
				259653	BIR966704	11/18/2022		12/11/22	42.50
				42.50	11011113 544000				
Invoice: BIR966701									
				259654	BIR966701	11/18/2022		12/11/22	60.92
				60.92	11011113 544000				
									CHECK 1598 TOTAL:
									754.87
1599	12/14/2022	EFT	50 BAINBRIDGE ISLAND	EL 259828	PAYREQ5-00818-00821	11/21/2022		12/11/22	25,253.80
Invoice: PAYREQ5-00818-00821									
				10,451.64	72413434 66300000818				
				14,802.16	72423434 66300000821				
									CHECK 1599 TOTAL:
									25,253.80
1600	12/14/2022	EFT	314 BAINBRIDGE ISLAND	FI 259805	T 10-2022	11/17/2022		12/11/22	511.34
Invoice: T 10-2022									
				511.34	53011212 545000				
									CHECK 1600 TOTAL:
									511.34
1601	12/14/2022	EFT	1341 BLUE SKY PRINTING	259806	11225	11/14/2022		12/11/22	96.75
Invoice: 11225									
				48.38	53011212 531100				
				48.37	52011212 531100				
									CHECK 1601 TOTAL:
									96.75
1602	12/14/2022	EFT	9901 BRITTANY A KIRK	259690	0000283	11/30/2022		12/11/22	1,740.00
Invoice: 0000283									
				1,740.00	31017572 54110000297				
									CHECK 1602 TOTAL:
									1,740.00
1603	12/14/2022	EFT	8595 BRUCE TITUS FORD, IN	259809	67127316	11/16/2022		12/11/22	84.79
Invoice: 67127316									
				84.79	53011212 548100				
				259810	67129366	11/18/2022		12/11/22	89.16
Invoice: 67129366									
				89.16	61011581 548100				

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635		111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	INVOICE DTL DESC		NET
								CHECK	1603 TOTAL:		173.95
1604	12/14/2022	EFT	8256 BT MOBULL TIRE	259882	9434	11/14/2022		12/11/22			247.88
	Invoice: 9434									PW/WHEEL DEMOUNT & SWITCH OFFICE SUPPLIES	
				247.88	73431835 531100				CHECK	1604 TOTAL:	247.88
1605	12/14/2022	EFT	104 CITY OF BREMERTON	259807	BPD0002906	11/09/2022		12/11/22			400.00
	Invoice: BPD0002906									POL/RANGE RENTAL 2 DAYS POLICE - C/E PATROL RENTS	
				400.00	53011212 545000				CHECK	1605 TOTAL:	400.00
1606	12/14/2022	EFT	518 CRIMINAL JUSTICE TRA	259808	201137363	11/18/2022		12/11/22			4,212.00
	Invoice: 201137363									POL/BLEA/PEPICELLI POLICE - C/E PATROL TRAINING	
				4,212.00	53011212 443410				CHECK	1606 TOTAL:	4,212.00
1607	12/14/2022	EFT	6919 CLARK CONSTRUCTION I	259611	PAYREQ6-00724	11/01/2022		12/11/22			503,412.00
	Invoice: PAYREQ6-00724									ENG/POLICE AND MUNICIPAL COURT - C PD/COURT BLDG-CONSTR OF BLDG	
				503,412.00	72311942 66200000724				CHECK	1607 TOTAL:	503,412.00
1608	12/14/2022	EFT	8024 CLEARWAY ENVIRONMENT	259803	18_23_COBI-ROCK-7	12/03/2022		12/11/22			25,282.60
	Invoice: 18_23_COBI-ROCK-7									ENG/EEL GRASS MONITORING THROUGH 1 ROCKAWAY-MIT/MONITORING-P SVCS	
				25,282.60	72011391 54110000710				CHECK	1608 TOTAL:	25,282.60
1609	12/14/2022	EFT	8435 COATES DESIGN INC	259647	125423	11/28/2022		12/11/22			27,833.88
	Invoice: 125423									ENG/POLICE & COURT FACILITY - PROJ PD/COURT BLDG-PROF SVCS/DESIGN	
				27,833.88	72311942 64110000724				CHECK	1609 TOTAL:	27,833.88
1610	12/14/2022	EFT	9323 CONSOR NORTH AMERICA	259625	N223434WA.00-6	11/18/2022		12/11/22			30,445.21
	Invoice: N223434WA.00-6									ENG/WINSLOW WATER TANK DESIGN SERV NEW WATER TANKS-PROF SVCS	
				30,445.21	72413434 64110000988				CHECK	1610 TOTAL:	30,445.21

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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										
1611	12/14/2022	EFT	142 COPIERS NORTHWEST IN	259634	INV2561952	11/22/2022		12/11/22	913.38	
	Invoice: INV2561952					EX,FIN/COPIER LEASE				
				456.69	31011131 545000	EX-GF-RENTS & LEASES				
				456.69	41011141 545000	FIN - C/E ADMIN RENTS & LEASES				
	Invoice: INV2548667			259748	INV2548667	10/25/2022		12/11/22	85.46	
				42.73	31011131 531100	EX,FIN/STAPLES FOR THE COPIER				
				42.73	41011141 531100	EX-GF-SUPPLIES				
						FIN - C/E ADMIN SUPPLIES				
	Invoice: INV2566940			259750	INV2566940	11/30/2022		12/11/22	213.56	
				71.19	81011881 531100	IT,ENG,PCD/SUPPLIES FOR OCE PRINTER/PLOTTER				
				71.19	72011321 531100	IT - C/E SUPPLIES				
				71.18	61011581 531100	ENG - C/E ADMIN SUPPLIES				
						PCD - C/E ADMIN SUPPLIES				
						CHECK		1611 TOTAL:	1,212.40	
1612	12/14/2022	EFT	6363 LN CURTIS & SONS	259823	INV648099	11/07/2022		12/11/22	141.63	
	Invoice: INV648099					POL/UNIFORM PANTS/BENKERT				
				141.63	53011212 520000	POLICE - C/E PATROL BENEFITS				
						CHECK		1612 TOTAL:	141.63	
1613	12/14/2022	EFT	7016 CUSTOM PRINTING	259662	10334	11/03/2022		12/11/22	118.10	
	Invoice: 10334					PCD/BUSINESS CARDS JM, DG				
				118.10	63470588 549500	CUR-DEV PLAN-COPIES/PRINTING				
						CHECK		1613 TOTAL:	118.10	
1614	12/14/2022	EFT	7357 THE DOCTORS CLINIC	259910	OMF6 OCT22	11/15/2022		12/11/22	200.00	
	Invoice: OMF6 OCT22					PW/OCCUPATIONAL HEALTH SERVICES				
				100.00	73111290 549100	O&M-STREET-MAINT O/H-MISC				
				100.00	73637891 549100	DUES/SUBSCRIPTIONS				
						CHECK		1614 TOTAL:	200.00	
1615	12/14/2022	EFT	7144 DTMICRO, INC	259732	6505	11/15/2022		12/11/22	136.50	
	Invoice: 6505					POLICE NETWORK CONNECTION TO KITSAP COUNTY				
				136.50	91011215 542100	GG-C/E-PD-PHONE				
						CHECK		1615 TOTAL:	136.50	
1616	12/14/2022	EFT	10140 DYNAMIC LANGUAGE CEN	259609	T-2022-04334	11/17/2022		12/11/22	132.00	
	Invoice: T-2022-04334					EX/SPANISH, MANDARIN, JAPANESE TRANSLATIONS				
				132.00	31011492 54245001194	CAP-WASTE RED-OUTREACH				

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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 1622 TOTAL:	1,086.61
1623	12/14/2022 EFT		1517 GUARDIAN SECURITY SY	259826	1307682	12/01/2022		12/11/22	291.89	
	Invoice: 1307682									
									CHECK 1623 TOTAL:	291.89
1624	12/14/2022 EFT		253 HACH COMPANY	259833	13357296	11/23/2022		12/11/22	1,314.67	
	Invoice: 13357296									
									CHECK 1624 TOTAL:	1,314.67
1625	12/14/2022 EFT		4161 HERRERA ENVIRONMENTA	259593	52280	11/10/2022		12/11/22	10,007.59	
	Invoice: 52280									
									CHECK 1625 TOTAL:	42,622.74
	Invoice: 52270									
	Invoice: 52456									
1626	12/14/2022 EFT		268 HOUSING RESOURCES BO	259751	11906	12/01/2022		12/11/22	700.00	
	Invoice: 11906									
									CHECK 1626 TOTAL:	700.00
1627	12/14/2022 EFT		9338 KEY CODE MEDIA, INC.	259733	100520	10/03/2022		12/11/22	2,106.17	
	Invoice: 100520									
	Invoice: 100683									
									CHECK 1627 TOTAL:	4,180.97

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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		
1628	12/14/2022	EFT	8546 KITSAP 911 PUBLIC AU	259836	BIPD2022-12	11/15/2022		12/11/22	10,737.00				
			Invoice: BIPD2022-12										
				7,515.90	53011286 551000						POL/CALL CENTER SERVICES		
				3,221.10	52011286 551000						POLICE - C/E PATROL CENCOM		
											POLICE - C/E - INVEST CENCOM		
											CHECK	1628 TOTAL:	10,737.00
1629	12/14/2022	EFT	309 KITSAP TIRE CENTER I	259900	INV058779	11/15/2022		12/11/22	54.60				
			Invoice: INV058779										
				54.60	91011897 547900						TIRE DISPOSAL CHARGE		
											GG-C/E-O&M YARD FAC-GARBAGE		
			Invoice: INV058891										
				259901	INV058891	11/28/2022		12/11/22	17.47				
				17.47	91011897 547900						TIRE DISPOSAL CHARGE		
											GG-C/E-O&M YARD FAC-GARBAGE		
											CHECK	1629 TOTAL:	72.07
1630	12/14/2022	EFT	1851 KRAZAN & ASSOCIATES	259613	J603595-5873	10/31/2022		12/11/22	225.00				
			Invoice: J603595-5873										
				225.00	72011322 54110000203						ENG/ON CALL TESTING SERVICES		
											TESTING SVCS-PRO SVCS		
											CHECK	1630 TOTAL:	225.00
1631	12/14/2022	EFT	7849 LAW OFFICE OF THOMAS	259735	DEC22	12/01/2022		12/11/22	4,484.32				
			Invoice: DEC22										
				4,484.32	32011281 541113						LEGAL/PUBLIC DEFENDER SERVICES DEC 2022		
											LGL-PUBLIC DEFENDER		
											CHECK	1631 TOTAL:	4,484.32
1632	12/14/2022	EFT	10117 MCKEEMAN, MAUREEN	259671	11/30/2022	11/30/2022		12/11/22	60.00				
			Invoice: 11/30/2022										
				60.00	21011125 541210						CRT/JUDGE PRO TEMPORE SERVICES 11/23/22		
											COURT-JUDGE PRO TEMPORE SVCS		
											CHECK	1632 TOTAL:	60.00
1633	12/14/2022	EFT	4111 OLYMPIC SPRINGS INC	259904	353248	11/30/2022		12/11/22	58.64				
			Invoice: 353248										
				58.64	73425358 531100						PW/5 GALLON PURIFIED WATER X6		
											O&M-WWTP-SUPPLIES		
											CHECK	1633 TOTAL:	58.64
1634	12/14/2022	EFT	10011 PACIFICA LAW GROUP L	259885	79508	12/05/2022		12/11/22	24,165.00				
			Invoice: 79508										
				24,165.00	32311942 64111100724						LEGAL/PROFESSIONAL SERVICES NOVEMBER 2022		
											LIT-BAINBRIDGE TAXPAYERS UNITE		

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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	1634	TOTAL:	24,165.00	
1635	12/14/2022	EFT	448	PARAMETRIX INC	259859	40637	12/05/2022	12/11/22	4,384.80
		Invoice: 40637			4,384.80	72311942	64110000724	ENG/POLICE AND MUNICIPAL COURT PSA PD/COURT BLDG-PROF SVCS/DESIGN	
					CHECK	1635	TOTAL:	4,384.80	
1636	12/14/2022	EFT	458	PENINSULA FIRE INC	259905	66898	11/11/2022	12/11/22	152.72
		Invoice: 66898			152.72	73638935	531100	PW/2 1/2LB VEHICLE BRACKET X2 O&M-STD ALLOCATION-SUPPLIES	
					CHECK	1636	TOTAL:	152.72	
1637	12/14/2022	EFT	8229	PIPER THORNBURGH	259689	11/30/2022	11/30/2022	12/11/22	570.00
		Invoice: 11/30/2022			570.00	21011125	541210	CRT/JUDGE PRO TEMPORE NOVEMBER 2022 COURT-JUDGE PRO TEMPORE SVCS	
					CHECK	1637	TOTAL:	570.00	
1638	12/14/2022	EFT	4112	PROTHMAN COMPANY	259624	2022-8126	11/15/2022	12/11/22	200.00
		Invoice: 2022-8126			200.00	33011161	544000	HR/APWA NORTHERN CA PW MANAGER SOURCING HR-C/E-ADVERTISING	
					CHECK	1638	TOTAL:	200.00	
1639	12/14/2022	EFT	8058	RWC INTERNATIONAL GR	259906	XA103058929:01	11/18/2022	12/11/22	306.93
		Invoice: XA103058929:01			153.47	73111423	531100	PW/CUSHION SEAT GREY, HOSE CRIMPED END OFFICE SUPPLIES	
					153.46	73111427	531100	OFFICE SUPPLIES	
					259907	XA103058929:02	11/18/2022	12/11/22	87.91
		Invoice: XA103058929:02			43.96	73111423	531100	PW/HOSE CRIMPED END FORMED 90 ELB OFFICE SUPPLIES	
					43.95	73111427	531100	OFFICE SUPPLIES	
					CHECK	1639	TOTAL:	394.84	
1640	12/14/2022	EFT	617	S & B INC	259839	26208B	11/30/2022	12/11/22	11,819.81
		Invoice: 26208B			2,784.00	72413434	64110000818	ENG/WATER/SEWER TELEMETRY SCADA UP SCADA UPGRADES WTR PRF SVC	
					9,035.81	72423434	64110000821	SWR-SCADA UPGRADES-PROF SVCS	
					CHECK	1640	TOTAL:	11,819.81	

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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		1649 TOTAL:	105.78
1650	12/14/2022	EFT	167 WA ST DEPT OF ECOLOG	259924 LAU-WA-W405-22	11/28/2022		12/11/22	600.00
		Invoice: LAU-WA-W405-22		600.00 73425358 549100	PW/WWTP LAB ACCREDITATION			
					O&M-WWTP-DUES, SUBSCR			
		Invoice: OP-23ADAIR9063		259925 OP-23ADAIR9063	11/28/2022		12/11/22	98.00
				98.00 73425358 549100	PW/WASTEWATER OPERATOR CERTIFICATION		2023 MA	
					O&M-WWTP-DUES, SUBSCR			
		Invoice: OP-23HORTON5954		259926 OP-23HORTON5954	11/28/2022		12/11/22	98.00
				98.00 73425358 549100	PW/WASTEWATER OPERATOR CERTIFICATION		2023 MH	
					O&M-WWTP-DUES, SUBSCR			
		Invoice: OP-23SCOTT9097		259927 OP-23SCOTT9097	11/28/2022		12/11/22	98.00
				98.00 73425358 549100	PW/WASTEWATER OPERATOR CERTIFICATION		2023 RS	
					O&M-WWTP-DUES, SUBSCR			
					CHECK		1650 TOTAL:	894.00
1651	12/14/2022	EFT	9953 WEAVE	259853 047	12/01/2022		12/11/22	4,024.20
		Invoice: 047		4,024.20 31011732 54110000297	EX/2022-23 CULTURAL FUNDING CONTR			
					EX-GF-CULTURAL ARTS & SCIENCES			
					CHECK		1651 TOTAL:	4,024.20
1652	12/14/2022	EFT	499 WESTBAY AUTO PARTS I	259933 752723	10/21/2022		12/11/22	3.44
		Invoice: 752723		3.44 73638935 531100	PW/ATM-30 FUSE			
					O&M-STD ALLOCATION-SUPPLIES			
		Invoice: 756761		259934 756761	11/10/2022		12/11/22	34.06
				34.06 73638935 531100	PW/HYD HOSE FITTINGS, 6G-10FFORX			
					O&M-STD ALLOCATION-SUPPLIES			
		Invoice: 757091		259935 757091	11/11/2022		12/11/22	-19.66
				-19.66 73638935 531100	PW/CORE DEPOSIT REFUND			
					O&M-STD ALLOCATION-SUPPLIES			
		Invoice: 757608		259936 757608	11/15/2022		12/11/22	44.66
				44.66 73638935 531100	PW/HYD HOSE FITTINGS			
					O&M-STD ALLOCATION-SUPPLIES			
		Invoice: 757611		259937 757611	11/15/2022		12/11/22	63.36
				63.36 73638935 531100	PW/TRAILER WIRE HARNESS, ADAPTER WIRE			
					O&M-STD ALLOCATION-SUPPLIES			
		Invoice: 757704		259938 757704	11/15/2022		12/11/22	14.35
					PW/PLUG			

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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		
				14.35 73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
Invoice: 757734				259939 757734	11/15/2022		12/11/22	15.55
				15.55 73638935 531100	PW/SHOP SUPPLIES			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 757937				259940 757937	11/16/2022		12/11/22	20.22
				20.22 73638935 531100	PW/4 LED S T T LAMP BULBS			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 758251				259941 758251	11/18/2022		12/11/22	71.62
				71.62 73638935 531100	PW/OIL FILTERS, COOLANT, LED M/C LAMP			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 758787				259942 758787	11/21/2022		12/11/22	79.68
				79.68 73638935 531100	PW/XENON CAPSULES, LAMP			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 759179				259943 759179	11/23/2022		12/11/22	213.97
				213.97 73638935 531100	PW/HYD HOSE FITTINGS, BLUE DEF 2.5 GAL			
					O&M-STD ALLOCATION-SUPPLIES			
Invoice: 759185				259944 759185	11/23/2022		12/11/22	84.98
				84.98 73637960 53110000905	PW/DISC BRAKE PAD FORD F250			
					2018 P/U-50%ST/50% GF-SUPPLIES			
Invoice: 759216				259945 759216	11/23/2022		12/11/22	-26.86
				-26.86 73638935 531100	PW/BLEU DEF 2.6 GAL RETURNED			
					O&M-STD ALLOCATION-SUPPLIES			
					CHECK		1652 TOTAL:	599.37
				NUMBER OF CHECKS	63	*** CASH ACCOUNT TOTAL ***		830,287.56
					COUNT		AMOUNT	
				TOTAL EFT'S	63		830,287.56	
						*** GRAND TOTAL ***		830,287.56

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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 12 43	APP 001-213000	12/14/2022	12/11/22	120722			GENERAL - ACCOUNTS PAYABLE		83,541.32	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 635-111100	12/14/2022	12/11/22	120722			CASH			830,287.56
							AP CASH DISBURSEMENTS JOURNAL			
	APP 402-213000	12/14/2022	12/11/22	120722			ACCOUNTS PAYABLE		31,541.66	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 101-213000	12/14/2022	12/11/22	120722			STREETS - ACCOUNTS PAYABLE		5,131.53	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 631-213000	12/14/2022	12/11/22	120722			ACCOUNTS PAYABLE		11,692.15	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 401-213000	12/14/2022	12/11/22	120722			ACCOUNTS PAYABLE		52,207.34	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 407-213000	12/14/2022	12/11/22	120722			ACCOUNTS PAYABLE		419.63	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 301-213000	12/14/2022	12/11/22	120722			ACCOUNTS PAYABLE		601,150.15	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 403-213000	12/14/2022	12/11/22	120722			ACCOUNTS PAYABLE		43,903.78	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 108-213000	12/14/2022	12/11/22	120722			AFFORD HSG - ACCOUNTS PAYABLE		700.00	
							AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL		830,287.56	830,287.56
	APP 631-130000	12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING		818,595.41	
	APP 001-130000	12/14/2022	12/11/22	120722			GENERAL - DUE TO/FROM CLEARING			83,541.32
	APP 402-130000	12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			31,541.66
	APP 101-130000	12/14/2022	12/11/22	120722			STREETS - DUE TO/FROM CLEARING			5,131.53
	APP 401-130000	12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			52,207.34
	APP 407-130000	12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			419.63
	APP 301-130000	12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			601,150.15
	APP 403-130000	12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			43,903.78
	APP 108-130000	12/14/2022	12/11/22	120722			AFFORD HSG DUE TO/FROM CLEAR'G			700.00
							SYSTEM GENERATED ENTRIES TOTAL		818,595.41	818,595.41
							JOURNAL 2022/12/43	TOTAL	1,648,882.97	1,648,882.97

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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 12	43	12/14/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	83,541.32	83,541.32
				FUND TOTAL	83,541.32	83,541.32
101 STREET FUND 101-130000 101-213000	2022 12	43	12/14/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	5,131.53	5,131.53
				FUND TOTAL	5,131.53	5,131.53
108 AFFORDABLE HOUSING FUND 108-130000 108-213000	2022 12	43	12/14/2022	AFFORD HSG DUE TO/FROM CLEAR'G AFFORD HSG - ACCOUNTS PAYABLE	700.00	700.00
				FUND TOTAL	700.00	700.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 12	43	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	601,150.15	601,150.15
				FUND TOTAL	601,150.15	601,150.15
401 WATER OPERATING FUND 401-130000 401-213000	2022 12	43	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	52,207.34	52,207.34
				FUND TOTAL	52,207.34	52,207.34
402 SEWER OPERATING FUND 402-130000 402-213000	2022 12	43	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	31,541.66	31,541.66
				FUND TOTAL	31,541.66	31,541.66
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 12	43	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	43,903.78	43,903.78
				FUND TOTAL	43,903.78	43,903.78
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 12	43	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	419.63	419.63
				FUND TOTAL	419.63	419.63
631 CLEARING FUND	2022 12	43	12/14/2022			

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	818,595.41	
631-213000				ACCOUNTS PAYABLE	11,692.15	
635-111100				CASH		830,287.56
FUND TOTAL					830,287.56	830,287.56

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		83,541.32
101	STREET FUND		5,131.53
108	AFFORDABLE HOUSING FUND		700.00
301	CAPITAL CONSTRUCTION FUND		601,150.15
401	WATER OPERATING FUND		52,207.34
402	SEWER OPERATING FUND		31,541.66
403	STORM & SURFACE WATER FUND		43,903.78
407	BUILDING & DEVELOPMENT FUND		419.63
631	CLEARING FUND		
		818,595.41	
	TOTAL	818,595.41	818,595.41

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

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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										
359529	11/23/2022	PRTD	7183 BI SPECIAL NEEDS FOU	259627	3325	10/12/2022		M112222		3,750.00
	Invoice: 3325									
				3,750.00	31017686 54110000297	EX/2022 HUMAN SERVICES FUNDING				
						HOPE HS/BI SP NEEDS/ISLANDTIME				
						CHECK		359529 TOTAL:		3,750.00
359530	11/23/2022	PRTD	216 FEDERAL EXPRESS CORP	259595	7-944-09330	11/11/2022		M112222		140.59
	Invoice: 7-944-09330									
				70.30	72011319 53110000809	ENG/HL4 SONDE FACTORY SERVICE				
				56.24	72431832 53110000809	WTR QUAL & FLOW MONIT-SUPPLIES				
				14.05	72411342 53110000809	WTR QUAL & FLOW MONIT-SUPPLIES				
						CHECK		359530 TOTAL:		140.59
359531	11/23/2022	PRTD	1205 PUGET SOUND ENERGY	259618	220001628	11/18/2022		M112222		863.72
	Invoice: 220001628									
				863.72	91011189 547101	NOV22 GREEN POWER CONTRACT				
						ELECTRIC-GREEN POWER				
						CHECK		359531 TOTAL:		863.72
359532	11/23/2022	PRTD	10153 STEVEN JENSEN	259598	11/1/2022	11/01/2022		M112222		1,700.00
	Invoice: 11/1/2022									
				1,700.00	31024759 54110001216	EX/SOMETHING NEW V INSTALLMENT 1, 2				
						SOMETHING NEW PH5-PROF SVCS				
						CHECK		359532 TOTAL:		1,700.00
359533	11/23/2022	PRTD	1485 VERIZON WIRELESS	259596	9919570971	11/01/2022		M112222		78.90
	Invoice: 9919570971									
				78.90	72637319 54210000809	ENG/MODEMS FOR AUTOMATED FLOW STATIONS				
						WATER QUAL FLOW MONIT-MODEM				
						CHECK		359533 TOTAL:		78.90
						NUMBER OF CHECKS	5	*** CASH ACCOUNT TOTAL ***		6,533.21
						COUNT		AMOUNT		
						TOTAL PRINTED CHECKS	5	6,533.21		
						*** GRAND TOTAL ***				6,533.21

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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	11	226									
APP	001-213000		11/23/2022	M112222	112322			GENERAL - ACCOUNTS PAYABLE		6,384.02	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		11/23/2022	M112222	112322			CASH			6,533.21
								AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000		11/23/2022	M112222	112322			ACCOUNTS PAYABLE		56.24	
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		11/23/2022	M112222	112322			ACCOUNTS PAYABLE		14.05	
								AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		11/23/2022	M112222	112322			ACCOUNTS PAYABLE		78.90	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		6,533.21	6,533.21
APP	631-130000		11/23/2022	M112222	112322			DUE TO/FROM CLEARING		6,454.31	
APP	001-130000		11/23/2022	M112222	112322			GENERAL - DUE TO/FROM CLEARING			6,384.02
APP	403-130000		11/23/2022	M112222	112322			DUE TO/FROM CLEARING			56.24
APP	401-130000		11/23/2022	M112222	112322			DUE TO/FROM CLEARING			14.05
								SYSTEM GENERATED ENTRIES TOTAL		6,454.31	6,454.31
								JOURNAL 2022/11/226 TOTAL		12,987.52	12,987.52

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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 11	226	11/23/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	6,384.02	6,384.02
				FUND TOTAL	6,384.02	6,384.02
401 WATER OPERATING FUND 401-130000 401-213000	2022 11	226	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	14.05	14.05
				FUND TOTAL	14.05	14.05
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 11	226	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	56.24	56.24
				FUND TOTAL	56.24	56.24
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 11	226	11/23/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	6,454.31 78.90	6,533.21
				FUND TOTAL	6,533.21	6,533.21

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,384.02
401	WATER OPERATING FUND		14.05
403	STORM & SURFACE WATER FUND		56.24
631	CLEARING FUND	6,454.31	
	TOTAL	6,454.31	6,454.31

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A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
				66.68	91011215 542100	GG-C/E-PD-PHONE				
						CHECK		359537 TOTAL:	3,112.71	
359538	12/06/2022	PRTD	8691 ROBERT DAVY	258393	09/30/2022	09/30/2022		M120622	60.00	
			Invoice: 09/30/2022			CRT/JUDGE PRO TEMPORE SEP 15 2022				
				60.00	21011125 541210	COURT-JUDGE PRO TEMPORE SVCS				
						CHECK		359538 TOTAL:	60.00	
359539	12/06/2022	PRTD	1205 PUGET SOUND ENERGY	259766	0727NOV22	12/01/2022		M120622	10.86	
			Invoice: 0727NOV22			194 WINSLOW WAY W				
				10.86	91011739 547100	COMM EVENTS-ELECTRICITY				
						CHECK		359539 TOTAL:	10.86	
359540	12/06/2022	PRTD	5271 WASHINGTON WATER SER	259644	4815979187-NOV22	11/18/2022		M120622	167.07	
			Invoice: 4815979187-NOV22			DECANT FACILITY WATER				
				167.07	91435838 547500	GG-DECANT-WATER/SEWER				
						CHECK		359540 TOTAL:	167.07	
						NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***	9,403.50	
						COUNT		AMOUNT		
						TOTAL PRINTED CHECKS	7	9,403.50		
								*** GRAND TOTAL ***	9,403.50	

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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	12	37									
APP	001-213000		12/06/2022	M120622	120622			GENERAL - ACCOUNTS PAYABLE		6,174.92	
APP	635-111100		12/06/2022	M120622	120622			AP CASH DISBURSEMENTS JOURNAL			9,403.50
APP	402-213000		12/06/2022	M120622	120622			CASH			
APP	101-213000		12/06/2022	M120622	120622			AP CASH DISBURSEMENTS JOURNAL		2,114.61	
APP	401-213000		12/06/2022	M120622	120622			ACCOUNTS PAYABLE			
APP	403-213000		12/06/2022	M120622	120622			AP CASH DISBURSEMENTS JOURNAL		20.66	
APP	631-130000		12/06/2022	M120622	120622			STREETS - ACCOUNTS PAYABLE			
APP	001-130000		12/06/2022	M120622	120622			AP CASH DISBURSEMENTS JOURNAL		926.24	
APP	402-130000		12/06/2022	M120622	120622			ACCOUNTS PAYABLE			
APP	101-130000		12/06/2022	M120622	120622			AP CASH DISBURSEMENTS JOURNAL		167.07	
APP	401-130000		12/06/2022	M120622	120622			ACCOUNTS PAYABLE			
APP	403-130000		12/06/2022	M120622	120622			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										9,403.50	9,403.50
DUE TO/FROM CLEARING										9,403.50	
GENERAL - DUE TO/FROM CLEARING											6,174.92
DUE TO/FROM CLEARING											2,114.61
STREETS - DUE TO/FROM CLEARING											20.66
DUE TO/FROM CLEARING											926.24
DUE TO/FROM CLEARING											167.07
SYSTEM GENERATED ENTRIES TOTAL										9,403.50	9,403.50
JOURNAL 2022/12/37 TOTAL										18,807.00	18,807.00

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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 12	37	12/06/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	6,174.92	6,174.92
				FUND TOTAL	6,174.92	6,174.92
101 STREET FUND 101-130000 101-213000	2022 12	37	12/06/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	20.66	20.66
				FUND TOTAL	20.66	20.66
401 WATER OPERATING FUND 401-130000 401-213000	2022 12	37	12/06/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	926.24	926.24
				FUND TOTAL	926.24	926.24
402 SEWER OPERATING FUND 402-130000 402-213000	2022 12	37	12/06/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,114.61	2,114.61
				FUND TOTAL	2,114.61	2,114.61
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 12	37	12/06/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	167.07	167.07
				FUND TOTAL	167.07	167.07
631 CLEARING FUND 631-130000 635-111100	2022 12	37	12/06/2022	DUE TO/FROM CLEARING CASH	9,403.50	9,403.50
				FUND TOTAL	9,403.50	9,403.50

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,174.92
101	STREET FUND		20.66
401	WATER OPERATING FUND		926.24
402	SEWER OPERATING FUND		2,114.61
403	STORM & SURFACE WATER FUND		167.07
631	CLEARING FUND		
		9,403.50	
	TOTAL	9,403.50	9,403.50

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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			
359541	12/14/2022	PRTD	10152 JANELLE TARASEWICZ	259594	2263	11/16/2022		12/11/22		2,815.46
	Invoice: 2263					ENG/LEVERAGING COMMUNICATION STYLE WORKPLACE				
				1,315.46	72011324 443410	ENG - C/E - TRAINING				
				375.00	72111436 443410	ENG - ACCESS TRANS TRAINING				
				375.00	72411341 443410	ENG - WATER TRAINING				
				375.00	72421351 443410	ENG - SEWER TRAINING				
				375.00	72431831 443410	ENG - SSWM ADM TRAINING				
						CHECK	359541	TOTAL:		2,815.46
359542	12/14/2022	PRTD	10154 RESILIENCE GUILD	259632	0135	11/22/2022		12/11/22		600.00
	Invoice: 0135					EX/50 COVID TESTS SEVERE WEATHER SHELTER				
				600.00	31011256 531100	EX-GF-EMERG PREP-SUPPLIES				
						CHECK	359542	TOTAL:		600.00
359543	12/14/2022	PRTD	3390 BAINBRIDGE SELF STOR	259650	7898	11/29/2022		12/11/22		1,181.00
	Invoice: 7898					EXCC/STORAGE FEE 12/14/22-1/13/23				
				1,181.00	36011143 545000	CLERK-RENTS				
						CHECK	359543	TOTAL:		1,181.00
359544	12/14/2022	PRTD	9337 BAINBRIDGE ISLAND MO	259640	11/23/2022	11/23/2022		12/11/22		150.00
	Invoice: 11/23/2022					SENIOR CENTER DEPOSIT REFUND				
				150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME				
						CHECK	359544	TOTAL:		150.00
359545	12/14/2022	PRTD	5923 THE BLOEDEL RESERVE	259604	Q3-2022	11/08/2022		12/11/22		1,000.00
	Invoice: Q3-2022					EX/CULTURAL FUNDING AWARDED 2022-2023				
				1,000.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES				
						CHECK	359545	TOTAL:		1,000.00
359546	12/14/2022	PRTD	8724 BOON, JILL	259603	105164	11/17/2022		12/11/22		5.67
	Invoice: 105164					UB 12088 1828 SAKAI VILLAGE LOOP				
				5.67	411 122100	WATER ACCOUNTS RECEIVABLE				
						CHECK	359546	TOTAL:		5.67
359547	12/14/2022	PRTD	1052 CANON SOLUTIONS AMER	259754	26399393	03/13/2021		12/11/22		482.62
	Invoice: 26399393					PCD, ENG/LEASE OCE PRINTER/PLOTTER				
				241.31	61011581 545000	PCD - C/E ADMIN RENTS & LEASES				
				241.31	72011321 545000	ENG - C/E ADMIN RENTS & LEASES				

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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	359547 TOTAL:	482.62
359548	12/14/2022	PRTD	1052 CANON FINANCIAL SERV	259729	29511998	11/12/2022		12/11/22	483.51	
Invoice: 29511998				241.76	61011581 545000	PCD, ENG/LEASE OCE PRINTER/PLOTTER				
				241.75	72011321 545000	PCD - C/E ADMIN RENTS & LEASES				
						ENG - C/E ADMIN RENTS & LEASES				
								CHECK	359548 TOTAL:	483.51
359549	12/14/2022	PRTD	9908 CINTAS CORPORATION #	259633	5134164064	11/22/2022		12/11/22	91.06	
Invoice: 5134164064				91.06	21011125 531100	CRT/FIRST AID SUPPLY RESTOCK				
						COURT-SUPPLIES				
								CHECK	359549 TOTAL:	91.06
359550	12/14/2022	PRTD	9019 CITIES DIGITAL, INC.	259730	55887	11/14/2022		12/11/22	4,456.59	
Invoice: 55887				4,456.59	81011881 535100	IT/LASERFICHE NAMED USERS LICENSES				
						IT - C/E COMPUTER SOFTWARE				
								CHECK	359550 TOTAL:	4,456.59
359551	12/14/2022	PRTD	634 CITY OF BAINBRIDGE I	259589	PLN52456	11/15/2022		12/11/22	750.00	
Invoice: PLN52456				750.00	72433438 64110000663	ENG/PERMIT PLN52456 FEES				
						YEOMALT RECONSTR-DESIGN				
								CHECK	359551 TOTAL:	750.00
359552	12/14/2022	PRTD	460 PETTY CASH	259811	POL-2022-11	11/30/2022		12/11/22	1.92	
Invoice: POL-2022-11				1.92	91011215 542500	POL/PETTY CASH				
						GG-C/E-PD-POSTAGE				
								CHECK	359552 TOTAL:	1.92
359553	12/14/2022	PRTD	102 CITY OF BAINBRIDGE I	259832	RETREQ5-00818-00821	11/21/2022	20210037	12/11/22	1,211.79	
Invoice: RETREQ5-00818-00821				501.52	72413434 66300000818	ENG/BI ELECTRIC - RETAINAGE				
				710.27	72423434 66300000821	SCADA UPGRADES WTR CONSTRUC				
						SWR-SCADA UPGRADES-CONSTR				
								CHECK	359553 TOTAL:	1,211.79
359554	12/14/2022	PRTD	9405 CITY OF BAINBRIDGE I	259588	24000417	11/08/2022		12/11/22	217.80	
Invoice: 24000417				217.80	73411349 54110000510	PW/BACKFLOW - BJUNE DR				
						BACKFLOW TEST-PRO SVCS				

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH										
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET			
INVOICE DTL DESC												
						CHECK	359554	TOTAL:	217.80			
359555	12/14/2022	PRTD	112 CODE PUBLISHING COMP	259731	GC0009141	11/15/2022		12/11/22	1,025.04			
	Invoice:					EXCC/MUNICIPAL CODE WEB		UPDATE				
				1,025.04	36011143 541100	CLERK-C/E-PROF SVCS						
						CHECK	359555	TOTAL:	1,025.04			
359556	12/14/2022	PRTD	10157 COLE-PARMER INSTRUME	259812	3315373	11/30/2022		12/11/22	482.95			
	Invoice:					PW/SAMPLER THREE 5-FT SECTIONS						
				482.95	73425358 531100	O&M-WWTP-SUPPLIES						
						CHECK	359556	TOTAL:	482.95			
359557	12/14/2022	PRTD	6920 COMCAST	259813	DEC22	11/20/2022		12/11/22	11.27			
	Invoice:					POL/HD CONVERTER BOX						
				11.27	51011211 545000	PD-C/E-ADMIN RENTS/LEASE						
						CHECK	359557	TOTAL:	11.27			
359558	12/14/2022	PRTD	4950 CORRECT EQUIPMENT IN	259628	48165	11/18/2022		12/11/22	3,493.31			
	Invoice:					PW/PLEASANT BEACH PUMP LEVEL REPAIRS						
				3,493.31	73426355 54810000562	GRINDER PUMP MAINT CONTRACT						
						CHECK	359558	TOTAL:	3,493.31			
359559	12/14/2022	PRTD	5132 CRYSTAL SPRINGS	259608	5228674 111622	11/16/2022		12/11/22	64.82			
	Invoice:					CRT/BOTTOM LOAD HOT & COLD COOLER						
				64.82	21011125 531100	COURT-SUPPLIES						
						CHECK	359559	TOTAL:	64.82			
359560	12/14/2022	PRTD	1596 CUMMINS SALES AND SE	259814	01-59671	08/30/2022		12/11/22	2,822.23			
	Invoice:					PW/LOAD TESTING GENERATOR AT SENIOR CENTER						
				2,822.23	73011755 548100	O&M-COMMONS REPAIRS						
	Invoice:											
				1,366.68	73011897 548100							
				1,325.19	73011183 548100							
				1,765.27								

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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		
			1,765.27	73425358 548100				
			259819	01-59749	O&M-WWTP-REPAIRS			
Invoice: 01-59749			1,325.19	73421355 548100	08/31/2022		12/11/22	1,325.19
			259820	01-59750	PW/LOAD TESTING GENERATOR AT KLICKITAT LIFT STN			
Invoice: 01-59750			1,321.91	73421355 548100	08/31/2022		12/11/22	1,321.91
			259821	01-59751	PW/LOAD TESTING GENERATOR AT NORTH TOWN WOODS LIFT			
Invoice: 01-59751			1,386.34	73426355 548100	08/31/2022		12/11/22	1,386.34
			259822	01-66615	O&M-SIS-REPAIRS			
Invoice: 01-66615			1,325.19	73421355 548100	11/18/2022		12/11/22	1,325.19
					PW/LOAD TESTING GENERATOR AT ISLAND TERRACE LIFT			
					WIN COLL-R&M			
					CHECK	359560	TOTAL:	12,638.00
359561 12/14/2022 PRTD		152 DAILY JOURNAL OF COM	259824	3384018	11/30/2022		12/11/22	317.40
Invoice: 3384018			317.40	72111444 54400001018	ENG/SUSTAINABLE TRANSPORTATION PLAN			
					SUSTAINABLE TRANS-ADV			
					CHECK	359561	TOTAL:	317.40
359562 12/14/2022 PRTD		4602 DAVIS, NORMAN C & BI	259601	105162	11/17/2022		12/11/22	39.84
Invoice: 105162			39.84	411 122100	UB 12291 1356 STONECRESS LANE			
					WATER ACCOUNTS RECEIVABLE			
					CHECK	359562	TOTAL:	39.84
359563 12/14/2022 PRTD		1953 FERGUSON ENTERPRISES	259876	1152617	11/08/2022		12/11/22	564.47
Invoice: 1152617			564.47	73637892 531100	PW/WATER SUPPLIES			
					O&M-ALLOC-WTR-CONSUMABLES			
					CHECK	359563	TOTAL:	564.47
359564 12/14/2022 PRTD		8095 GUNARAMA WHOLESALE,	259825	1195676	11/21/2022		12/11/22	1,088.72
Invoice: 1195676			1,088.72	53011212 531100	POL/GLOCK GEN 5 X2			
					PD-C/E-PATROL SUPPLIES			
					CHECK	359564	TOTAL:	1,088.72
359565 12/14/2022 PRTD		7451 GOOD TO GO!	259877	49954459	10/18/2022		12/11/22	10.45
Invoice: 49954459			10.45	72637319 54310000809	ENG/TOLLS FOR WQFMP 00809			
					WTR QUAL & FLOW MONIT-TRAVEL			

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CASH ACCOUNT: 635		111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	INVOICE DTL DESC		NET
									CHECK	359565 TOTAL:	10.45
359566	12/14/2022	PRTD	7378 HAYES, DAN	259629	BLD27138	11/22/2022		12/11/22			165.00
	Invoice: BLD27138			165.00	47148 322100	PERMIT BLD27138 FEE REFUND BUILDINGS, STRUCT. & EQ			CHECK	359566 TOTAL:	165.00
359567	12/14/2022	PRTD	863 INTERSTATE BATTERIES	259931	22073904	11/28/2022		12/11/22			57.82
	Invoice: 22073904			57.82	73111423 531100	PW/SP-35 BATTERY OFFICE SUPPLIES			CHECK	359567 TOTAL:	57.82
359568	12/14/2022	PRTD	318 KC ALCOHOLISM SPECIA	259626	112122	11/21/2022		12/11/22			2,041.44
	Invoice: 112122			2,041.44	91011660 553000	Q3 2022 ALCOHOLISM SERVICES EXEC - C/E DETOX			CHECK	359568 TOTAL:	2,041.44
359569	12/14/2022	PRTD	2306 KITSAP COUNTY PROSEC	259753	DEC22	12/02/2022		12/11/22			10,234.26
	Invoice: DEC22			10,234.26	32011521 541112	LEGAL/PROSECUTION SERVICES DEC 2022 LGL-OUTSIDE PROSECUTOR			CHECK	359569 TOTAL:	10,234.26
359570	12/14/2022	PRTD	4740 KITSAP COUNTY PUBLIC	259758	CINV-2022-00742	11/17/2022		12/11/22			900.00
	Invoice: CINV-2022-00742			900.00	73111256 53110001054	PW/SALT BRINE 2000 GALLONS 2020 STORM PREP-STRT-SUPPLIES			CHECK	359570 TOTAL:	900.00
359571	12/14/2022	PRTD	1505 KITSAP COUNTY TREASU	259898	NOV22	12/06/2022		12/11/22			49.45
	Invoice: NOV22			49.45	41612860 586000	OUT COURT REMIT NOVEMBER 2022 CRIME VICTIMS-OUT			CHECK	359571 TOTAL:	49.45
359572	12/14/2022	PRTD	338 KITSAP COUNTY SHERIF	259835	20220073	11/16/2022		12/11/22			512.78
	Invoice: 20220073			512.78	51011236 551000	POL/PRISONER BOARD/OCT POLICE - C/E PRISONER DETENT'N					

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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	359572	TOTAL:		512.78	
359573	12/14/2022	PRTD	694 KITSAP PUD #1	259899	SEP22-NOV22	11/15/2022		12/11/22	43.20				
			Invoice: SEP22-NOV22								WATER/LOT1 BELFAIR AVE GG-C/E-PARKS-WTR/SWR		
				43.20	91011768 547500								
								CHECK	359573	TOTAL:		43.20	
359574	12/14/2022	PRTD	10119 LEAK FINDERS WEST LL	259902	285	11/21/2022		12/11/22	550.00				
			Invoice: 285								PW/ROCKAWAY BEACH WATER SYSTEM LEAK PROFESSIONAL SERVICES		
				550.00	73415345 541100								
								CHECK	359574	TOTAL:		550.00	
359575	12/14/2022	PRTD	9915 MADISON PLACE LLC	259599	105161	11/17/2022		12/11/22	23.28				
			Invoice: 105161								UB 13316 2722 WELCOME LANE NW WATER ACCOUNTS RECEIVABLE WATER ACCOUNTS RECEIVABLE		
				11.04	411 122100								
				12.24	411 122100								
								CHECK	359575	TOTAL:		23.28	
359576	12/14/2022	PRTD	7038 MOON SECURITY SERVIC	259884	1166375	11/30/2022		12/11/22	18.00				
			Invoice: 1166375								CRT/MONITOR SERVICES 11/1-11/30/22 COURT-ELECT HOME DET'N-EQ RENT		
				18.00	21011232 545000								
								CHECK	359576	TOTAL:		18.00	
359577	12/14/2022	PRTD	4134 NORSTAR INDUSTRIES I	259903	60550	11/16/2022		12/11/22	1,158.21				
			Invoice: 60550								PW/NS200 SPREADER CONTROL KIT OFFICE SUPPLIES OFFICE SUPPLIES		
				579.11	73111423 531100								
				579.10	73111427 531100								
								CHECK	359577	TOTAL:		1,158.21	
359578	12/14/2022	PRTD	8286 SUPERINTENDENT OF P	259837	17553	11/14/2022		12/11/22	90.50				
			Invoice: 17553								POL/FINGERPRINTING FINGERPRINT DISB TO SPI		
				90.50	41654861 586110								
								CHECK	359578	TOTAL:		90.50	
359579	12/14/2022	PRTD	5646 PERTEET INC	259838	20220099.0000-4	12/01/2022		12/11/22	5,221.25				
			Invoice: 20220099.0000-4								ENG/EH PH I - PRELIMINARY DESIGN C40-EAGLE HARBOR PH1-PROF SVCS		
				5,221.25	72334562 64110000968								

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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	359579	TOTAL:	5,221.25
359580	12/14/2022	PRTD	6333 PETROCARD INC.	259888 0468592-IN	11/16/2022		12/11/22	775.98
			Invoice: 0468592-IN	775.98 73638935 531100	PW/PURITY FG MINERAL OIL, CITGO SYNDURANCE PAIL O&M-STD ALLOCATION-SUPPLIES			
			Invoice: 0468593-IN	259889 0468593-IN	11/16/2022		12/11/22	2,010.40
				2,010.40 73638935 531100	PW/ROTELLA T3 FLEET 15W40 BULK O&M-STD ALLOCATION-SUPPLIES			
					CHECK	359580	TOTAL:	2,786.38
359581	12/14/2022	PRTD	9349 PROPANE NORTHWEST	259860 1508574006	12/01/2022		12/11/22	1.10
			Invoice: 1508574006	1.10 91011897 547200	PROPANE TANK RENTAL GG-C/E-O&M YARD FAC-PROPANE			
			Invoice: 1508450713	259890 1508450713	11/22/2022		12/11/22	924.28
				924.28 91011897 547200	PROPANE 560.80 GALLONS GG-C/E-O&M YARD FAC-PROPANE			
			Invoice: 1508320339	259932 1508320339	11/07/2022		12/11/22	861.60
				861.60 91011897 547200	PW/PROPANE 540.80 GALLONS GG-C/E-O&M YARD FAC-PROPANE			
					CHECK	359581	TOTAL:	1,786.98
359582	12/14/2022	PRTD	1864 PUGET SOUND CLEAN AI	259891 20232412	11/19/2022		12/11/22	140.00
			Invoice: 20232412	140.00 73011897 549800	PW/FEE FOR GASOLINE FACILITIES O&M-C/E-PWYD FAC-PERMITS			
					CHECK	359582	TOTAL:	140.00
359583	12/14/2022	PRTD	9440 QBSI-XEROX	259638 IN3095626	11/23/2022		12/11/22	64.53
			Invoice: IN3095626	64.53 21011125 545000	CRT/COPIER LEASE COURT-RENTS & LEASES			
					CHECK	359583	TOTAL:	64.53
359584	12/14/2022	PRTD	8654 RAUL AGUIRRE	259892 112922	11/29/2022		12/11/22	65.00
			Invoice: 112922	65.00 21011125 541230	CRT/INTERPRETING SERVICES COURT-INTERPRETER			
					CHECK	359584	TOTAL:	65.00

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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									
359585	12/14/2022	PRTD	10155 REEVES, MIKE	259639	BLD27201	11/23/2022		12/11/22	750.00
	Invoice: BLD27201			750.00	47148 345810	PERMIT BLD27201 REFUND FEE ZONING & SUBDIVISION FE			
						CHECK	359585	TOTAL:	750.00
359586	12/14/2022	PRTD	2035 SIX ROBBLEES INC	259759	02P15067	11/22/2022		12/11/22	160.94
	Invoice: 02P15067			160.94	73638935 531100	PW/CONCEALED LED HIDE-A-LED O&M-STD ALLOCATION-SUPPLIES			
				259760	02P22201	11/29/2022		12/11/22	334.12
	Invoice: 02P22201			334.12	73638935 531100	PW/REMOVABLE DISC FOOT C/PIN, DOCUMENT HOLDER O&M-STD ALLOCATION-SUPPLIES			
						CHECK	359586	TOTAL:	495.06
359587	12/14/2022	PRTD	8040 SOLENIS LLC	259918	132177556	11/09/2022		12/11/22	12,303.32
	Invoice: 132177556			12,303.32	73425358 531100	PW/PRAESTOL K 279 FLX IBC 1000L O&M-WWTP-SUPPLIES			
						CHECK	359587	TOTAL:	12,303.32
359588	12/14/2022	PRTD	8855 SOUND LAW CENTER	259590	2785	08/11/2022		12/11/22	1,330.00
	Invoice: 2785			1,330.00	34470586 54111001211	HEX/HEARING EXAMINER SERVICES JUL 2022 JONES EM BULKHEAD (HEX-SLC)			
				259591	2837	11/04/2022		12/11/22	4,252.50
	Invoice: 2837			4,252.50	34470586 54111001220	HEX/HEARING EXAMINER SERVICES OCT 2022 HEX-WHITE RUE (SLC)			
				259592	2804	11/04/2022		12/11/22	8,015.00
	Invoice: 2804			8,015.00	34470586 54111001211	HEX/HEARING EXAMINER SERVICES AUG 2022 JONES EM BULKHEAD (HEX-SLC)			
						CHECK	359588	TOTAL:	13,597.50
359589	12/14/2022	PRTD	2467 STAPLES	259597	8068094395	10/29/2022		12/11/22	457.15
	Invoice: 8068094395			62.22	31011131 531100	EX,FIN,EXCC/PAPER, DESKPADS, HILITER, CALENDAR EX-GF-SUPPLIES			
				45.43	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				5.70	36011143 531100	CLERK-C/E SUPPLIES			
				37.16	31011131 531100	EX-GF-SUPPLIES			
				44.04	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				17.46	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				157.71	31011131 531100	EX-GF-SUPPLIES			
				87.43	41011141 531100	FIN - C/E ADMIN SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
Invoice: 8068094428			259909	8068094428	10/29/2022		12/11/22	257.23
			257.23	73637891 531100	PW/BATTERIES, SLANT VIEW BINDER, PAPER, SHARPIES OFFICE SUPPLIES			
					CHECK	359589	TOTAL:	714.38
359590	12/14/2022	PRTD 9345 SUO-ANTTILA, BRYAN &	259602	105163	11/17/2022		12/11/22	72.34
Invoice: 105163			72.34	411 122100	UB 10354 222 GROW AVENUE NW WATER ACCOUNTS RECEIVABLE			
					CHECK	359590	TOTAL:	72.34
359591	12/14/2022	PRTD 8243 TILZ	259919	101-90485	11/28/2022		12/11/22	144.00
Invoice: 101-90485			144.00	91111427 547900	PW/ROADSIDE CHIPPING GG-STREET-ROADSIDE-GARBAGE			
Invoice: 101-90532			259920	101-90532	11/28/2022		12/11/22	144.00
			144.00	91111427 547900	PW/ROADSIDE CHIPPING GG-STREET-ROADSIDE-GARBAGE			
					CHECK	359591	TOTAL:	288.00
359592	12/14/2022	PRTD 5168 TOPCON SOLUTIONS INC	259636	INV221087	11/18/2022		12/11/22	21,959.27
Invoice: INV221087			2,419.73	72011182 54850000744	ENG/HIPER HR NET ROVER, TABLET GF-SURVEY EQ REPL-SOFTWARE			
			3,999.54	72011182 53110000744	GF-SURVEY EQ REPL			
			5,000.00	72111423 53110000744	STREET FUND-SURVEY EQ REPL			
			3,400.00	72411341 53110000744	WTR FUND-SURVEY EQ REPL			
			3,570.00	72421351 53110000744	SWR FUND-SURVEY EQ REPL			
			3,570.00	72431831 53110000744	SSWM FUND-SURVEY EQ REPL			
					CHECK	359592	TOTAL:	21,959.27
359593	12/14/2022	PRTD 6714 TOSHIBA FINANCIAL SE	259848	32903560	11/24/2022		12/11/22	234.85
Invoice: 32903560			234.85	51011211 545000	POL/COPIER LEASE PD-C/E-ADMIN RENTS/LEASE			
Invoice: 32903559			259849	32903559	11/24/2022		12/11/22	224.64
			224.64	73637891 545000	PW/COPIER LEASE RENTS & LEASES - OPERATING			
					CHECK	359593	TOTAL:	459.49
359594	12/14/2022	PRTD 4139 UNITED RENTALS (NORT	259850	213061291-001	11/23/2022		12/11/22	1,697.42
Invoice: 213061291-001			1,697.42	73111427 545000	PW/CHIPPER RENTAL O&M-ACCESS RDSIDE RENTS/LEASES			

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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 359594 TOTAL:	1,697.42
359595	12/14/2022	PRTD	2190 UNITED PARCEL SERVIC	259851	000028Y3Y1452	11/05/2022		12/11/22	11.00				
			Invoice: 000028Y3Y1452										
				11.00	91011215 542500								
												POL/SHIPPING	
												GG-C/E-PD-POSTAGE	
												CHECK 359595 TOTAL:	11.00
359596	12/14/2022	PRTD	952 WASHINGTON STATE PAT	259752	I23002719	12/02/2022		12/11/22	92.75				
			Invoice: I23002719										
				92.75	41654861 586100								
												FIN/BACKGROUND CHECKS	
												AGENCY DISBURSEMENTS	
												CHECK 359596 TOTAL:	92.75
359597	12/14/2022	PRTD	2251 WA ST TREASURER	259915	NOV22 SBCC	12/06/2022		12/11/22	179.00				
			Invoice: NOV22 SBCC										
				179.00	41652860 586000								
												OUT COURT REMIT SSBC NOVEMBER 2022	
												SBCC BLDG.-OUT	
			Invoice: NOV22										
				259916	NOV22	12/06/2022		12/11/22	3,683.37				
												OUT COURT REMIT NOVEMBER 2022	
												PSEA 60% OUT	
												PSEA 30% OUT	
												PSEA 3 - STATE DISB OUT	
												THEFT PRV&TR BRAIN INJ-OUT	
												THEFT PRV&TR BRAIN INJ-OUT	
												JUDICIAL INFO SYST.-OUT	
												SCHOOL SAFETY ZONE-OUT	
												TRAUMA CARE-OUT	
												TRAUMA CARE-OUT	
												TRAUMA CARE-OUT	
												TRAUMA CARE-OUT	
												STATE CRIME LAB	
												CHECK 359597 TOTAL:	3,862.37
359598	12/14/2022	PRTD	9919 WATER MANAGEMENT LAB	259762	207583	11/17/2022		12/11/22	673.00				
			Invoice: 207583										
				71.00	73415345 541100								
				602.00	73411345 541100								
												PW/CHLORIDE, IRON, MANGANESE, NITRATE	
												PROFESSIONAL SERVICES	
												PROFESSIONAL SERVICES	
			Invoice: 207834										
				259763	207834	11/28/2022		12/11/22	630.00				
												PW/VOLATILE ORGANIC COMPOUNDS	
												PROFESSIONAL SERVICES	
			Invoice: 207385										
				259930	207385	11/09/2022		12/11/22	660.00				
												PW/HERBICIDES, PESTICIDES TESTING	
												PROFESSIONAL SERVICES	
				660.00	73411345 541100								

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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	359598	TOTAL:	1,963.00
359599	12/14/2022	PRTD	9907 WINN, SCOTT	259764	12/02/2022	12/02/2022		12/11/22	2,415.65
Invoice: 12/02/2022						EX/FACILITATE RACIAL EQUITY TEAM MEETINGS			
						2,415.65 31011572 44341001199		DIVERSITY/EQUITY/INCL-TRAINING	
						CHECK	359599	TOTAL:	2,415.65
						NUMBER OF CHECKS	59	*** CASH ACCOUNT TOTAL ***	119,773.32
							COUNT	AMOUNT	
						TOTAL PRINTED CHECKS	59	119,773.32	
						*** GRAND TOTAL ***		119,773.32	

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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 12	42									
APP 001-213000		12/14/2022	12/11/22	120722			GENERAL - ACCOUNTS PAYABLE		41,760.22	
APP 635-111100		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL CASH			119,773.32
APP 101-213000		12/14/2022	12/11/22	120722			STREETS - ACCOUNTS PAYABLE		9,793.85	
APP 401-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		7,148.45	
APP 402-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		28,058.75	
APP 403-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		4,695.00	
APP 622-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		150.00	
APP 631-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		4,338.23	
APP 407-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		14,512.50	
APP 650-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		4,095.07	
APP 301-213000		12/14/2022	12/11/22	120722			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		5,221.25	
							GENERAL LEDGER TOTAL		119,773.32	119,773.32
APP 631-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING		115,435.09	
APP 001-130000		12/14/2022	12/11/22	120722			GENERAL - DUE TO/FROM CLEARING			41,760.22
APP 101-130000		12/14/2022	12/11/22	120722			STREETS - DUE TO/FROM CLEARING			9,793.85
APP 401-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			7,148.45
APP 402-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			28,058.75
APP 403-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			4,695.00
APP 622-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			150.00
APP 407-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			14,512.50
APP 650-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			4,095.07
APP 301-130000		12/14/2022	12/11/22	120722			DUE TO/FROM CLEARING			5,221.25

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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			
						SYSTEM GENERATED ENTRIES TOTAL		115,435.09	115,435.09
						JOURNAL 2022/12/42 TOTAL		235,208.41	235,208.41

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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 12	42	12/14/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	41,760.22	41,760.22
				FUND TOTAL	41,760.22	41,760.22
101 STREET FUND 101-130000 101-213000	2022 12	42	12/14/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	9,793.85	9,793.85
				FUND TOTAL	9,793.85	9,793.85
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 12	42	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5,221.25	5,221.25
				FUND TOTAL	5,221.25	5,221.25
401 WATER OPERATING FUND 401-130000 401-213000	2022 12	42	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	7,148.45	7,148.45
				FUND TOTAL	7,148.45	7,148.45
402 SEWER OPERATING FUND 402-130000 402-213000	2022 12	42	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	28,058.75	28,058.75
				FUND TOTAL	28,058.75	28,058.75
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 12	42	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,695.00	4,695.00
				FUND TOTAL	4,695.00	4,695.00
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 12	42	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	14,512.50	14,512.50
				FUND TOTAL	14,512.50	14,512.50
622 EXPENDABLE TRUST FUND 622-130000 622-213000	2022 12	42	12/14/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	150.00	150.00
				FUND TOTAL	150.00	150.00
631 CLEARING FUND	2022 12	42	12/14/2022			

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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	115,435.09	
631-213000				ACCOUNTS PAYABLE	4,338.23	
635-111100				CASH		119,773.32
				FUND TOTAL	119,773.32	119,773.32
650 AGENCY FUND	2022 12	42	12/14/2022	DUE TO/FROM CLEARING		4,095.07
650-130000				ACCOUNTS PAYABLE	4,095.07	
650-213000						
				FUND TOTAL	4,095.07	4,095.07

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jkines

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		41,760.22
101	STREET FUND		9,793.85
301	CAPITAL CONSTRUCTION FUND		5,221.25
401	WATER OPERATING FUND		7,148.45
402	SEWER OPERATING FUND		28,058.75
403	STORM & SURFACE WATER FUND		4,695.00
407	BUILDING & DEVELOPMENT FUND		14,512.50
622	EXPENDABLE TRUST FUND		150.00
631	CLEARING FUND	115,435.09	
650	AGENCY FUND		4,095.07
	TOTAL	115,435.09	115,435.09

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

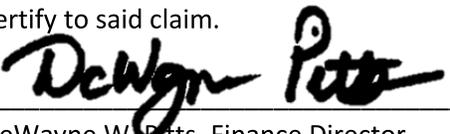
PAYROLL

PAYROLL CHECK RUN: 12 - 05 - 2022

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	12/5/2022	55914-56049	Regular check run (Direct Dep)	370,598.61
Normal	12/5/2022	110012	Regular check run (Paper Checks)	2,639.89
Vendor		110013-110023	Vendor check run (Paper Checks)	353,622.05
EFTPS		N/A	Federal Tax Electronic Transfer	134,778.64
			TOTAL:	861,639.19

Prepared and Reviewed by: Ruth Schroeder Date 12-2-22
 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 12/08/2022
 DeWayne W. Pitts, Finance Director



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Set a Public Hearing on January 24, 2023 for Ordinance No. 2022-24 Relating to Island-Wide Speed Limits

SUMMARY: City staff is requesting that the City Council set a public hearing date of January 24, 2023 for Ordinance No. 2022-24 related to setting Island-wide speed limits.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Set a public hearing on January 24, 2023 regarding Ordinance No. 2022-24 relating to island-wide speed limits.

COMMUNITY ENGAGEMENT AND OUTREACH: City staff are working to develop a process for implementation and enforcement of the new speed limits, should they be adopted by the City Council. The Chief of Police has outlined the process for education and enforcement of the new speed limits. A

FISCAL IMPACT:

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

BACKGROUND: The purpose of this agenda item is to set a public hearing date for Ordinance No. 2022-24, relating to the setting of island-wide speed limits.

In late 2021, the Public Works Department contracted with Transpo to evaluate a process for setting consistent speed limits across the Island's roadway network. Each section of the Island's collectors and arterials were analyzed individually against the existing data which included:

- 2021 vehicle speed and volume data collected in a previous study
- Existing speed limits and speed limit signage
- Documented collision history from 2019-2021
- Planned future roadway/roadside improvements from the Sustainable Transportation Plan

- Bicycle Stress Level calculated in a previous study
- Bicycle volumes collected in 2021
- City GIS data

On September 13, 2022, City staff reviewed the speed limit recommendations with the City Council, and the the Council authorized moving forward with an ordinance to codify the proposed changes. A summary of the process and comments received by the public since the September Council meeting is attached to this agenda item. Also attached is proposed Ordinance No. 2022-24 for consideration at the January 24, 2023 public hearing.

Lastly, City staff are working to develop a process for implementation and enforcement of the new speed limits, should they be adopted by the City Council. Attached are three corresponding items, including: a memo from the Chief of Police outlining the process for education and enforcement of the new speed limits; a draft of an island wide mailer that will be sent to residents in advance of the speed limit changes; and, a map designating the geographic locations and the approximate timing of the speed limit changes.

ATTACHMENTS:

[Ordinance No. 2022-24 Relating to Island-Wide Speed Limits.docx](#)

[Exhibit A Island-wide Secondary Arterials and Collectors.pdf](#)

[Exhibit B Island-wide Local Access Streets.pdf](#)

[Speed Limit Memo to CW 11-21-2022.docx](#)

[Speed Limit Change Direct Mailer DRAFT 3.pdf](#)

[Memorandum - Speed Limit Enforcement Plan.pdf](#)

[Installation Schedule.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

PUBLIC HEARING DRAFT

ORDINANCE NO. 2022-24

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to island-wide speed limits; adopting a new Chapter 10.06 of the Bainbridge Island Municipal Code related to island-wide speed limits.

WHEREAS, the City Council and City staff receive numerous requests each year to evaluate speed limits on Bainbridge Island streets and roadways; and

WHEREAS, in 2016, the Non-Motorized Transportation Advisory Committee proposed that the City adopt maximum speed limits island-wide on Bainbridge Island to enhance safety for non-motorized transportation modes; and

WHEREAS, in late 2021, the City contracted with an expert traffic consultant to develop a comprehensive set of speed limit changes that would support safety and consistency across the island and that would limit the need for future case-by-case speed limit reviews; and

WHEREAS, it is important to establish speed limits based on current engineering standards applicable to the roadway at issue; and

WHEREAS, vehicle speed is directly linked to the crash injury severity and risks for more vulnerable non-motorized roadway users that increase exponentially as speeds increase; and

WHEREAS, the speed limit changes adopted by this ordinance reflect speeds more appropriate for the roadway context, degree of non-motorized users, and the presence of bicycle and pedestrian roadside facilities; and

WHEREAS, the City Council is the Local Agency with authority to establish speed limits in accordance with Chapter 46.61 of the Revised Code of Washington (“RCW”) and Washington Administrative Code (“WAC”) Chapter 308-330; and

WHEREAS, RCW 46.61.415 authorizes local governments to establish speed limits, including in some circumstances without an engineering or traffic investigation, and here, as above described, the City Council is establishing the speed limits set forth in this ordinance based on a procedure in which the City contracted with an expert traffic consultant to develop a comprehensive set of speed limits that support safety and consistency across the island, and the speed limits that are being adopted by this ordinance are based on, and consistent with, the traffic consultant’s recommendations; and

WHEREAS, the City Council now desires to adopt a new chapter in the Bainbridge Island Municipal Code (“BIMC”) to establish maximum speed limits, which will be set forth in Chapter 10.06 BIMC; and

WHEREAS, on December 13, 2022, the City Council set a public hearing on this ordinance for January 24, 2023; and

WHEREAS, on January 24, 2023, the City Council conducted a public hearing on this ordinance and, after considering public comment and the recommendations related to establishing island-wide speed limits, adopted the ordinance.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of this ordinance and the establishment of new Chapter 10.06 BIMC.

Section 2. A new Chapter 10.06 of the Bainbridge Island Municipal Code, Speed Limits, is hereby adopted as set forth in this ordinance to read as follows:

**Chapter 10.06
SPEED LIMITS**

Sections:

- | | |
|------------------|---|
| 10.06.010 | Speed Limits Designated |
| 10.06.020 | Notice and Effectiveness of Altered Speed Limits |
| 10.06.030 | Governing Law |

10.06.010 Speed Limits Designated

A. On the basis of an engineering and traffic investigation as authorized by RCW 46.61.415, it is determined that the proper maximum speed limits for collector and arterial streets within the City of Bainbridge Island is hereby established as set forth in the Island-Wide Speed Limit Map, as shown in Exhibit A.

B. On the basis of an engineering and traffic investigation as authorized by RCW 46.61.415, a speed limit of twenty (20) miles per hour (“mph”) is hereby established on all local access streets within the City of Bainbridge Island, unless otherwise signed according to the adopted Island-Wide Speed Limit Map, as shown in Exhibit B.

10.06.020 Notice and Effectiveness of Altered Speed Limits

Any altered maximum speed limit established and authorized by this chapter shall be effective when appropriate signage giving notice thereof is erected by the City, except for unsigned local access streets pursuant to BIMC 10.06.010.B., for which the altered speed limits shall be effective immediately upon the establishment of such altered speed limits by ordinance.

10.06.030 Governing Law

To the extent that any City of Bainbridge Island ordinances, resolutions, provisions in the Bainbridge Island Municipal Code, or other City of Bainbridge regulations set forth island-wide speed limits, the provisions of this chapter shall govern, except related to temporary changes to speed limits that are otherwise specifically authorized, such as in construction zones.

Section 3. In accordance with the Washington Model Traffic Ordinance (Chapter 308-330 WAC, as adopted by BIMC 10.04.010), the Manual on Uniform Traffic Control Devices, and Chapter 46.61 RCW, the City Council establishes the island-wide speed limits as set forth in Exhibit A and Exhibit B, which are fully incorporated herein by this reference.

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

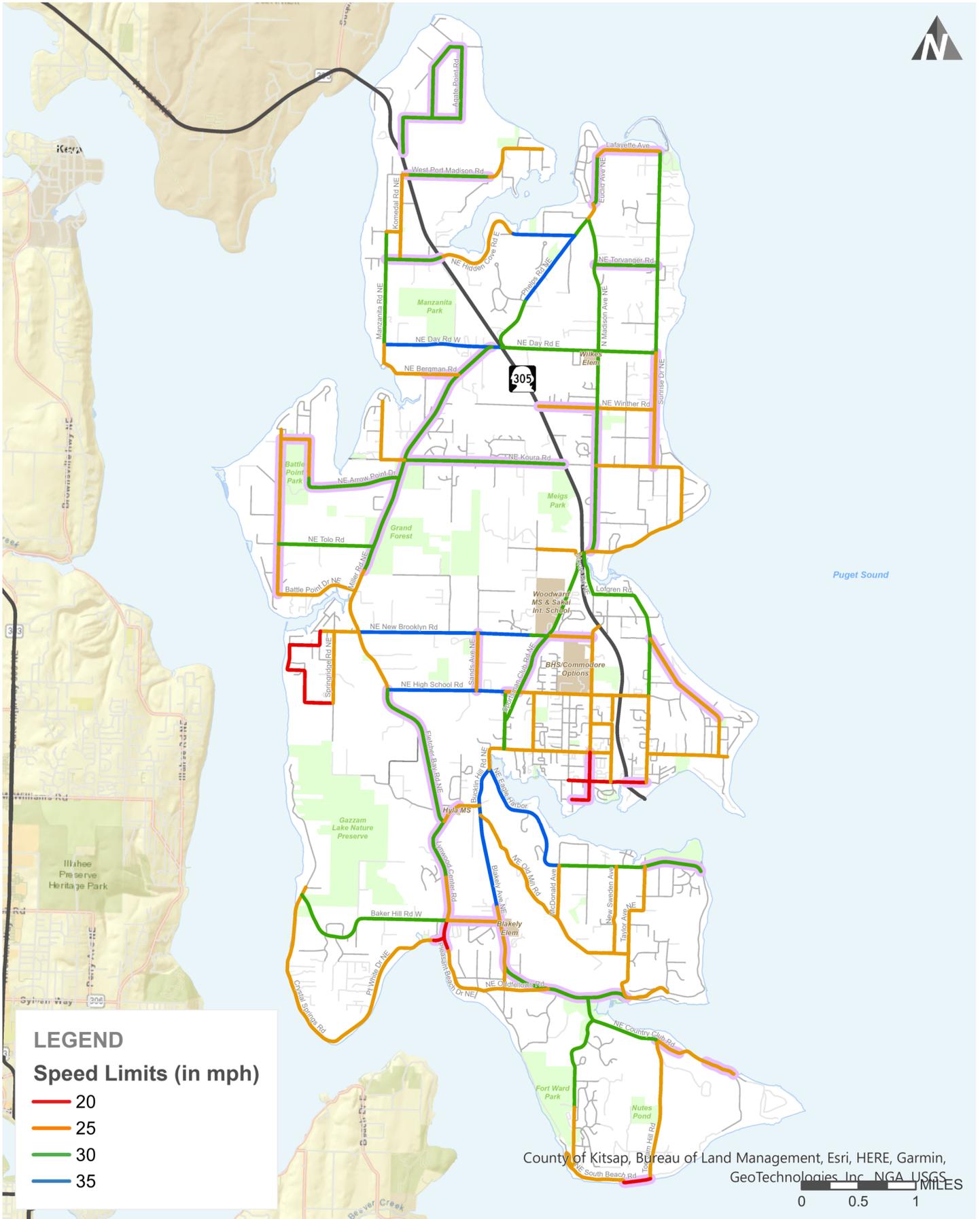
APPROVED by the Mayor this ____ day of _____, 2023.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: December 9, 2022
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2022-24
ATTACHMENTS: Exhibit A, Exhibit B



LEGEND

Speed Limits (in mph)

- 20
- 25
- 30
- 35

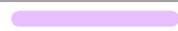
County of Kitsap, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies Inc, NGA, USGS
 0 0.5 1 MILES



Island-wide Speed Limit Map (Secondary Arterials, Collectors)

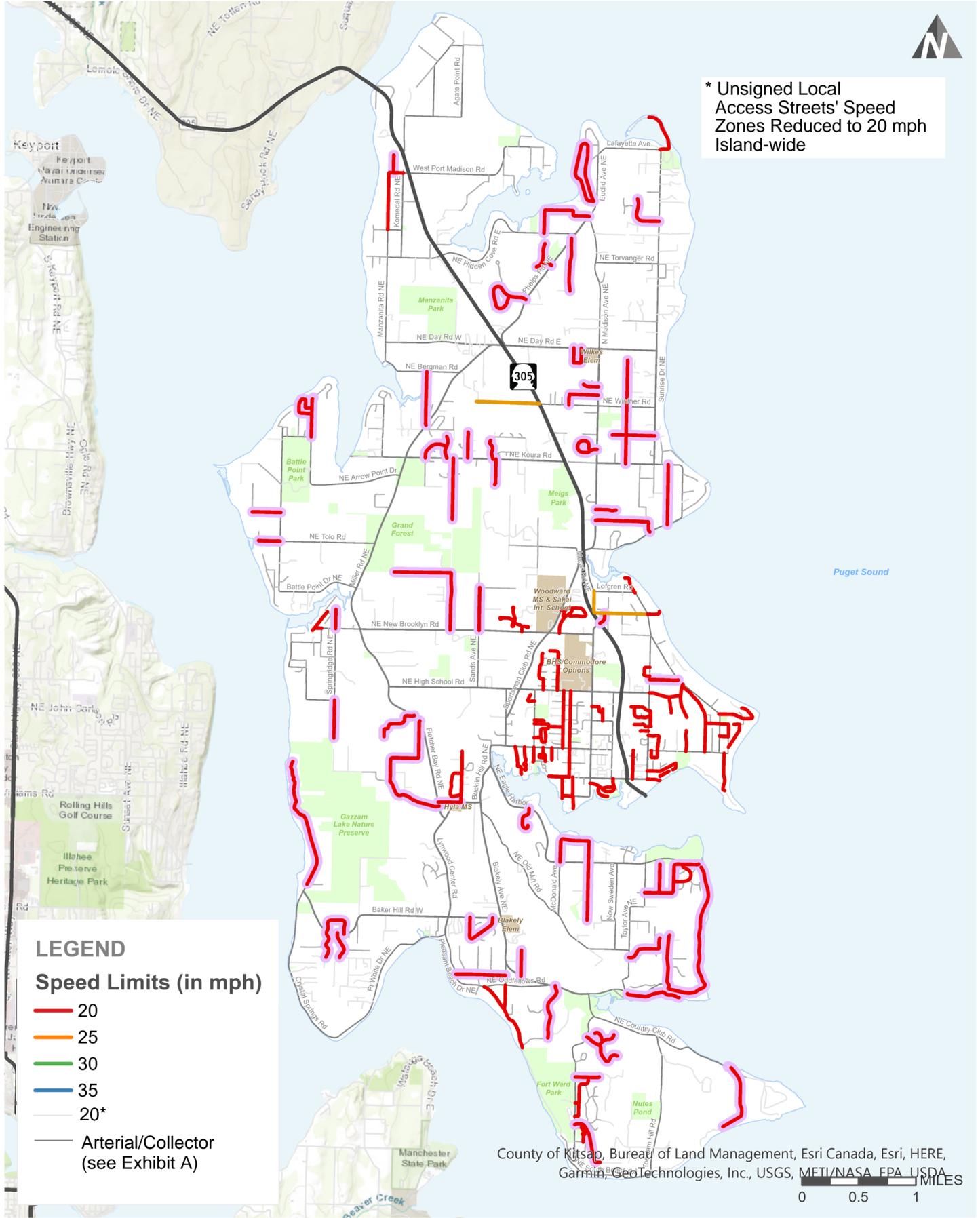
EXHIBIT

2023 Speed Limit Reductions Highlighted





* Unsigned Local Access Streets' Speed Zones Reduced to 20 mph Island-wide



LEGEND

Speed Limits (in mph)

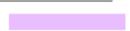
- 20
- 25
- 30
- 35
- 20*
- Arterial/Collector (see Exhibit A)

County of Kitsap, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, METI/NASA, EPA, USDA
0 0.5 1 MILES



Island-wide Speed Limit Map (Local Access Streets)

2023 Speed Limit Reductions to Signed Local Access Streets Highlighted



EXHIBIT





CITY OF
BAINBRIDGE ISLAND

PUBLIC WORKS DEPARTMENT

MEMORANDUM

Date: November 21, 2022
To: Chris Wierzbicki, P.E., Director
From: Peter Corelis, P.E., City Engineer
Subject: Programmatic Island-Wide Speed Limit Study

In late 2021, the Public Works Department hired Transpo to evaluate a process for setting consistent speed limits across the Island's roadway network. Each section of the Island's collectors and arterials were analyzed individually against the existing data which included:

- 2021 vehicle speed and volume data collected in a previous study
- Existing speed limits and speed limit signage
- Documented collision history from 2019-2021
- Planned future roadway/roadside improvements from the Sustainable Transportation Plan
- Bicycle Stress Level calculated in a previous study
- Bicycle volumes collected in 2021
- City GIS data

Additionally, the consultant researched the existing roadway classifications, horizontal and vertical geometry, pedestrian and bicycle facilities, neighboring land uses, nearby urban environments, and proximity to schools. This information was tabulated for each collector and arterial roadway section to determine if the data showed a need to make a change to the existing legal speed limits.

The consultant also looked at the local roadway network which includes sections with and without speed limit signage. Transpo was tasked with making a recommendation as to whether the City should adopt a uniform speed limit for all local roads on the Island and what that speed limit would be. Washington Administrative Code ("WAC") 308-330 and Revised Code of Washington ("RCW") RCW 46.61 allow local authorities to establish a uniform speed limit under this subsection without the need for an engineering and traffic investigation if the local authority has developed procedures regarding establishing a maximum speed limit under this subsection.

The result is the attached set of four map graphics showing the existing and proposed speed limits for the collectors, arterials and local roads. Approximately 27% of the collectors and arterials have proposed speed limit changes, and a uniform speed limit of 20 mph is proposed for all local roads.

This information was presented to City Council on September 13, 2022 and a City webpage was created to provide the results to the public. Citizens began contacting the project team with questions and comments on the study which were recorded and tabulated to identify common items. Some of the key comments that were gathered were:

- The proposed speed limit reduction along Lynwood Center Rd in Lynwood Center to 20 MPH causes too great of a speed reduction from the existing 35 mph zone. The City modified the speed limits on Lynwood Center Rd from Fletcher Bay Rd to Baker Hill Rd to step down speed limits incrementally. A 30-mph zone was established between Fletcher Bay Rd and Emerald Way, and a 25 mph zone was established between Emerald Way and Baker Hill Rd.
- The community expressed need for more shoulders, sidewalks, trails, and pedestrian and bike facilities Island-wide.
- The police enforcement of speed limits was a high priority.
- Sentiment for both keeping the existing speed limits and lowering them was expressed.
- Several requests were made for traffic calming which will be evaluated separately.

Public Works will continue to gather and record requests from the citizens in advance of the public hearing scheduled for January 2023. At this hearing residents may voice additional opinions on the study and Council will have the opportunity to ask questions of the project team.

SPEED LIMITS ARE CHANGING



Watch your speed! New, consistent and safer Bainbridge Island speed limits go into effect beginning ___(MONTH)___2023.



WATCH YOUR SPEED



PHASE 1

Local Access Streets (including unmarked speed limit roads) will change to 20 mph **(DATE HERE)**

PHASE 2

Some Secondary Arterials and Collector Roads will reduce speed by 5 mph **(DATE HERE)**

WHY?

Bainbridge Island speed limit inconsistencies need to be addressed. A comprehensive set of speed limits that lower overall mph support consistency and safety across the island. All traffic laws apply to cars and bicycles alike.

MORE INFORMATION:

A map of speed limit changes and additional information on the data and process behind the change can be found at

BAINBRIDGEWA.GOV.



(Direct Mail
Address Here)

CITY OF BAINBRIDGE ISLAND

280 Madison Ave. N
Bainbridge Island, WA 98110

Bainbridge Island Police Department
Joseph N. Clark, Jr., Chief of Police



Memorandum

DATE: November 29, 2022
TO: Blair King, City Manager
FROM: Joseph Clark, Chief of Police
RE: Implementation and Enforcement of Speed Limit Changes

As the Council considers the approval of new speed limits, the Police Department has worked with the Communications Coordinator and the Public Works Department to develop an implementation plan for any changes. This plan includes informing the community, coordinating installation of signage, and conducting speed emphasis patrols in targeted areas to reinforce the new limits.

If approved by Council, communication to inform the community ahead of the implementation of new speed limits will be accomplished using the City's web and social media resources, direct mailers, and handouts distributed by officers. New speed limit signs will be flagged, and mobile speed trailers will be utilized to draw attention to the changes. Days and locations of speed emphasis patrols may be posted to the department's social media page to increase visibility and awareness.

Speed emphasis patrols will be scheduled in coordination with the posting of new signage by the Public Works Department. Prior to the installation of new signs, speed emphasis patrols will be conducted in the designated area during a two-week period. Enforcement will be based on the existing posted speed limit. In addition to the traffic stop, officers will provide a handout to drivers with information on the upcoming speed limit changes for roadways in that area.

Following installation of new signs, additional speed emphasis patrols will be conducted based on the new limits. During the 30-day period following installation, warnings will be the primary means of enforcement for most violations. Officers will continue to distribute information on the speed limit changes during traffic stops.

Data will be collected during these patrols to determine level and frequency of speeding and to identify those roadways with higher levels of non-compliance. Roadways with higher rates of speeding will be prioritized for enforcement based on this data.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Approve Ordinance No. 2022-22 Relating to 2022 3rd Budget Amendment and Updated Capital Improvement Plan Amendment - Finance,

SUMMARY: This agenda item is for the City Council to amend the City's 2022 revised budget and updates to the Capital Improvement Plan in order to align the budget with previous decisions made by the City Council. Included is a consolidated ordinance to align the ordinance with third quarter 2022 budget amendment. The description of all adjustments can be found in the attached memo as well as Exhibit B.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Approve Ordinance No. 2022-22, amending the City's 2022 revised budget and the 2022 update to the 2021-2026 Capital Improvement Plan.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The alignment of the budget is required as a result of previous City Council decisions. Please see the attached transmittal memo for a detailed review of the required alignment. Please see Exhibit A, attached and incorporated into this ordinance by reference, for the revised 2022 budget summary by fund. Please see attached Exhibit B for more details describing the charges incorporated in Exhibit A. All items listed in this budget amendment have been previously approved by the Council, with the exception of the \$400,000 increase to the Real Estate Excise Tax fund. This appropriation increase is necessary to support street fund expenditures and ensure the Real Estate Excise tax fund expenditures do not exceed its budget appropriation authority. Exhibit A, revised budget, incorporates all budget adjustments from the first and second amendments as well as all open 2021 capital projects carried over into 2022.

ATTACHMENTS:

[Staff Memo re 2022 Third and Final Budget Amendment.docx](#)

FISCAL DETAILS: The total increases by Fund:

General Fund - \$251,290

Street Fund - \$47,148

Reet Fund - \$400,000

Capital Construction Fund - \$285,000

Water Fund - \$213,000

Sewer Funds - \$11,000

Stormwater Fund - \$60,000

Total Budget Increase - \$1,267,538

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: December 13, 2022

To: City Council
Blair King, City Manager

From: DeWayne Pitts, Finance Director

Subject: 3rd Budget Amendment of 2022

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with the third of three 2022 budget amendment ordinances planned for the year. The proposed ordinance also includes an amendment to the 2021-2026 Capital Improvement Plan (CIP). The combined total budget amendment amount is \$1,267,538. The following budget amendments are proposed:

Operating Requests – 5 items, \$698,438

- Preliminary Solid Waste Management Evaluation - \$91,290 One-time Increase – General Fund: Council approval date: August 9, 2022. This budget amendment supports the evaluation of its current approach, along with alternative approaches to the management of solid waste, which is done currently by Bainbridge Disposal.
- Public Art Plan - \$50,000 One-time Increase – General Fund: Council approval date: October 25, 2022. This budget amendment supports the review and update of the City's public art plan which was last updated in 2003. The Plan will provide guidance on public art topics such as preferred public art locations, types of art installed, confirmation on preference of commissioned versus donated art, a selection process and principles to ensure that public art is culturally and racially sensitive, legal understanding and commitment to protect the art and intellectual property of the artist, and establishment of a financial plan for public art.
- Winslow Subarea Plan - \$110,000 One-time Increase – General Fund: Council approval date: October 11, 2022. This item increases funding for the Winslow Subarea Plan (WSP), a 2022 high priority work item. The WSP was last updated in 2006.
- American with Disabilities Plan – \$47,148 One-time Increase – Street Fund: Council approval date: December 13, 2022. This amendment increases project budget \$47,148 to support

professional services to prepare a transition plan pursuant to the American with Disabilities Act (ADA). Pursuant to Title II of the 1990 Americans with Disabilities Act (“ADA”), the City of Bainbridge Island is required to conduct a self-assessment of all City activities, services, and programs to ensure that they are available to people with disabilities. After the assessment is completed, the City must complete a Program Access Plan, as known as an ADA Transition Plan to ensure that accessibility to City services and facilities is achieved.

- Real Estate Excise Tax (REET) Fund operating transfer: \$400,000 Increase – REET Fund: Appropriation in the REET fund consists solely of transfers out to support other fund expenditure activity; typically, the Streets and Capital funds. The main revenue sources in the Street Fund are commercial parking tax, fuel tax, and transfers in from the REET fund. Parking taxes remain below pre pandemic levels. This appropriation increase in the REET fund is to continue to support the Streets Fund activity.

Tax Supported Capital Requests – 3 items, \$285,000

- Madison Avenue Nonmotorized Improvement Project: \$135,000 One-time Increase – Capital Construction Fund: Council approval date: May 10, 2022. This item redirects the remaining balance of the 2022 Council contingency fund to support the Madison Avenue Improvement Project bundle.
 - Change existing project to a new total budget of \$2,375,000
 - Supporting Fund – General Fund: \$135,000
- New Police and Court Race Equity Advisory Committee Design Changes: \$100,000 One-Time Increase – Capital Construction Fund: Council approval date: August 9, 2022. This item increases total project budget to facilitate the implementation of recommendations from the Race Equity Advisory Committee.
- New Police and Court Audio/Visual Upgrades: \$50,000 One-Time Increase – Capital Construction Fund: Council approval date: September 13, 2022. This item, funded by a grant from Washington State Administrative Office of the Courts, provides funding for the purchase and installation of new audio/visual equipment for the Police Court facility. The project team will determine the specific types of equipment eligible for reimbursement.
 - Change existing project to a new total budget of \$20,320,000
 - Supporting Fund – General Fund: \$150,000

Water Fund Operating Request – 1 item, \$25,000

- Fletcher Bay Roof Repair: \$25,000 Increase – Water Fund: Council approval date: September 13, 2022. This item increases project budget by \$25,000 to move forward with the replacement of the metal roof and other repairs to the Fletcher Bay well building.

Utility Supported Capital Requests – 3 items, \$259,100

- Taylor Ave Well Rehab: \$180,100 Increase – Water Fund: Council approval date: September 13, 2022. This item increases project budget by \$180,100 to move forward with the construction phase of the project.
- SCADA Project: \$8,000 Increase – Water Fund: Council approval date: December 13, 2022. This item increases project budget by \$8,000 to move forward with installation of additional hardware to convert to cellular service.
 - Change existing project to a new total budget of \$290,000
 - Supporting Fund – Water Fund: \$8,000
- SCADA Project: \$11,000 Increase – Sewer Fund: Council approval date: December 13, 2022. This item increases project budget by \$11,000 to move forward with installation of additional hardware to convert to cellular service.
 - Change existing project to a new total budget of \$398,000
 - Supporting Fund – Sewer Fund: \$11,000
- Pritchard Park Stormwater Outfall: \$60,000 Increase – SSWM Fund: Council approval date: November 8, 2022. This item increases project budget by \$60,000 to move forward with the relocation of the stormwater outfall for Nikkei Memorial Park.
 - Change existing project to a new total budget of \$209,000
 - Supporting Fund – SSWM Fund: \$60,000

Thank you for your consideration of these requests.

ORDINANCE NO. 2022-22

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2021-2022 biennial budget and associated provisions of the 2022 Update of the 2021-2026 Capital Improvement Plan and providing for uses not foreseen at the time the budget was adopted.

WHEREAS, on November 24, 2020, the City Council adopted the 2021-2022 biennial budget via Ordinance No. 2020-31 and subsequently amended the budget; and

WHEREAS, on October 26, 2021, the City Council adopted a modified budget for 2022 via Ordinance No. 2021-27; and

WHEREAS, on December 14, 2021, the City Council adopted the modifications to the 2022 Update of the 2021 – 2026 Capital Improvement Plan via Ordinance No. 2021-37; and

WHEREAS, on February 22, 2022, the City Council adopted funding for carryover items for work funded in 2021 but to be performed in 2022 via Ordinance No. 2022-03; and

WHEREAS, on April 12, 2022, the City Council adopted funding for purchase of Islander Residents Association bonus floor area ratio in 2022 via Ordinance No. 2022-06; and

WHEREAS, on May 10, 2022, the City Council adopted a revised budget for 2022 via Ordinance No. 2022-08; and

WHEREAS, on August 9, 2022, the City Council adopted a revised budget for 2022 via Ordinance No. 2022-17; and

WHEREAS, a number of situations have occurred during 2022 which require the City to expend money on items, projects, and categories not included in the revised 2022 budget and to adjust the 2022 Update of the 2021-2026 Capital Improvement Plan accordingly.

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

Section 1. Ordinance No. 2022-17 and the 2022 budget are amended as shown on the attached Exhibit A, which is hereby incorporated fully into this ordinance.

Section 2. Attached hereto as Exhibit B (to the 2022 Revised Budget), and as hereby incorporated fully into this ordinance, are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the revised budget.

Section 3. In that some of the budget expenditures that are the subject of this ordinance directly relate to the City’s 2022 Update of the 2021-2026 Capital Improvement Plan, the 2021-2026 Capital Improvement Plan is hereby correspondingly amended as to the related

expenditures that are the subject of this ordinance, as described and shown in the attached Exhibit B and included in total expenditures as shown in Exhibit A.

Section 4. The City’s Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2022 biennial budget and the 2022 Update of the 2021-2026 Capital Improvement Plan. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 5. 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 five (5) days from its passage and publication as required by law.

PASSED by the City Council this ____ day of _____ 2022.

APPROVED by the Mayor this ____ day of _____ 2022.

Joe Deets, Mayor

ATTEST / AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	December 9, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
PUBLISHED:	_____, 2022
EFFECTIVE DATE:	_____, 2022
ORDINANCE NO:	2022-22

Attached: Exhibit A
Exhibit B

CITY OF BAINBRIDGE ISLAND – 2022 REVISED BUDGET
SUMMARY BY FUND

Exhibit A
ORDINANCE NO. 2022-22

CITY FUNDS		2022 EXPENDITURES
001	GENERAL FUND	24,542,535 24,793,825
101	STREET FUND	3,494,509 3,541,657
103	REAL ESTATE EXCISE TAX FUND	4,372,151 4,772,151
104	CIVIC IMPROVEMENT FUND	437,062
108	AFFORDABLE HOUSING FUND	109,500
171	TRANSPORTATION BENEFIT FUND	640,000
173	TRANSPORTATION IMPACT FEE FUND	-
199	AMERICAN RESCUE PLAN ACT FUND	407,584
201	GO BOND FUND	1,554,535
203	LID BOND FUND	40,780
301	CAPITAL CONSTRUCTION FUND	16,479,825 16,764,825
401	WATER FUND	4,815,726 5,028,826
402	SEWER FUND	8,515,979 8,526,979
403	STORM & SURFACE WATER FUND	3,240,234 3,300,234
407	BUILDING & DEVELOPMENT FUND	3,600,267
501	EQUIPMENT RENTAL & REVOLVING FUND	800,015
	TOTAL EXPENDITURES	73,050,703 74,318,241

Exhibit B to Ordinance No. 2022-22

2022 BUDGET AMENDMENTS

Presented to City Council

Approved on Dec _____, 2022

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Preliminary solid waste management evaluation	<i>Professional services agreement with Tetra Tech BAS Inc for evaluation of the City's current approach compared to alternative approaches to the management of solid waste.</i> <i>Approved at August 9, 2022 Regular Business Meeting</i>	Gen/PW	\$ 91,290	Increase	One-time
Public Art Plan	The City and its arts community undertook a comprehensive public art master planning process roughly 20 years ago. The plan, approved in 2003, should be reviewed and updated given current community interests. <i>Approved at October 25, 2022 Regular Business Meeting</i>	Gen/Public Art Subfund	\$ 50,000	Increase	One-time
Winslow Subarea Plan	This item increases funding for the Winslow Subarea Plan (A high priority work item in 2022) for a professional services agreement consultant "LMN Architects" to complete the work. <i>Approved at October 11, 2022 Regular Business Meeting</i>	General/Planning	\$ 110,000	Increase	One-time
TOTAL GENERAL FUND EXPENDITURE INCREASE			\$ 251,290		
ADA Plan	ADA plan (Arpa funds already added in 2nd BUA) - carryover to 2023 <i>On December 13, 2022 consent</i>	Street/PW	\$ 47,148	Increase	
TOTAL STREET FUND EXPENDITURE INCREASE			\$ 47,148		
REET Operating Transfer	This item increases appropriation authority and amends the 2022 budget for REET operating transfer to support street activity due to loss of parking tax revenue.	REET/Finance	\$ 400,000	Increase	One-time
TOTAL REAL ESTATE EXCISE TAX FUND EXPENDITURE			\$ 400,000		
Madison Ave Nonmotorized improvement project	Redirect remaining balance of the 2022 council contingency fund to support the Madison Ave Improvement Project Bundle. <i>Approved at May 10, 2022 Regular Business Meeting</i>	Capital Construction / Public Works	\$ 135,000	Increase	One-time
Audio visual upgrades	Audio Visual upgrades for new court supported by a \$50k grant from the Washington State Administrative Office of the Courts <i>Approved at September 13, 2022 Regular Business Meeting</i>	Capital Construction / Public Works	\$ 50,000	Increase	One-time
Construction and Design changes to Police and Court Project	Modifications to the Police and Court facility design based on recommendations from the Race Equity Advisory Committee (REAC). <i>Approved at August 9, 2022 Regular Business Meeting</i>	Capital Construction / Public Works	\$ 100,000	Increase	One-time
TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE			\$ 285,000		
Fletcher Bay Roof Repair	The Fletcher Bay Roof Repair project to replace a metal roof, repair sheathing, car decking, siding, flashing, and other miscellaneous items to the existing well building. <i>Approved at September 13, 2022 Regular Business Meeting</i>	Water/Public Works	\$ 25,000	Increase	One-time
Taylor Avenue Rehabilitation project	Develop a rehabilitation approach to clean well column, screens, and replace operations of the water system. <i>Approved at September 13, 2022 Regular Business Meeting</i>	Water/Public Works	\$ 180,100	Increase	One-time

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
SCADA project	The original contract was awarded by City Council at their June 8, 2021 meeting in the amount of \$196,903.05. Change Order No. 1 is for installation of additional hardware to convert to cellular service in the amount of \$43,267.46 bringing the revised contract amount to \$240,170.51. This proposed change order includes a budget amendment in the amount of \$19,000 (\$8,000 water, \$11,000 Sewer)	Water/Public Works	\$ 8,000	Increase	One-time
	<i>On December 13, 2022 consent</i>				
	TOTAL WATER FUND EXPENDITURE INCREASE		\$ 213,100		
SCADA project	The original contract was awarded by City Council at their June 8, 2021 meeting in the amount of \$196,903.05. Change Order No. 1 is for installation of additional hardware to convert to cellular service in the amount of \$43,267.46 bringing the revised contract amount to \$240,170.51. This proposed change order includes a budget amendment in the amount of \$19,000 (\$8,000 water, \$11,000 Sewer)	Sewer/Public Works	\$ 11,000	Increase	One-time
	<i>On December 13, 2022 consent</i>				
	TOTAL SEWER FUND EXPENDITURE INCREASE		\$ 11,000		
Pritchard Park Stormwater Outfall Project	This capital project was awarded to the apparent low bidder, Seton Construction for \$42,650 more than was budgeted. This item increases budget authority by \$60,000 to cover the shortfall plus an additional contingency amount.	Storm and Surface Water/Public Works	\$ 60,000	Increase	One-time
	<i>Approved at November 8, 2022 Regular Business Meeting</i>				
	TOTAL STORMWATER FUND EXPENDITURE INCREASE		\$ 60,000		
	TOTAL BUDGET AMENDMENTS		\$ 1,267,538		



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Increase the City Manager's Purchase Authority up to \$990,000 to Support the Purchase of Budgeted Fleet Vehicles - Public Works

SUMMARY: Staff is requesting authorization from the City Council to increase the City Manager's purchase authority up to \$990,000 to support the purchase of budgeted fleet vehicles which includes a vactor truck, two electric sedans, and a medium duty pickup truck.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize an increase to the City Manager's purchase authority up to \$990,000 to support the purchase of four (4) budgeted fleet vehicles: a vactor truck; two electric sedans; and a medium duty pickup, as included in the 2023-24 Capital Improvement Plan.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The Public Works Department is anticipating long lead times and increased competition for the purchase of certain vehicles included in the 2023-24 Capital Improvement Plan: a vactor truck, two electric sedans, and a medium duty pickup. In order to be prepared to purchase these vehicles as soon as they become available through either the state or other cooperative purchasing agreements, the Department is requesting that the City Manager be provided with increased purchasing authority in the amount of \$990,000 (fund breakdown provided in the Fiscal Details).

RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel and this purchase meets that requirement due to a diesel engine which can accept biodiesel.

ATTACHMENTS:

FISCAL DETAILS: The 2023 Fleet Equipment purchases are budgeted in the 2023 Capital Improvement Plan in the Equipment, Rental and Revolving Fund:

Vactor Truck - \$650k

Electric Sedan (2) - \$140k

Medium Duty Pickup - \$200k

Fund Name(s): Other

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute the Construction Contract with Pape & Sons Construction, Inc., for the 2022 Annual Drainage Contract Award (\$70,372.79 SSWM) - Public Works

SUMMARY: Staff is requesting authorization from the City Council to award the 2022 Annual Drainage construction contract award to the apparent low bidder, Pape & Sons Construction, Inc., in the amount of \$70,372.79.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to enter into a construction contract with Pape & Sons Construction, Inc., in the amount of \$70,372.79 for the 2022 Annual Drainage project in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$70,372.79
Ongoing Cost:	
One-Time Cost:	\$70,372.79
Included in Current Budget?	Yes

BACKGROUND: The 2022 Annual Drainage project consists of a group of projects that work to mitigate drainage issues on Bainbridge Island and repair culverts. Work includes removal, replacement, and construction of drainage structures, storm drain lines, catch basins, landscaping, grading, and paving.

This bid includes an initial base bid plus two alternates. The apparent low bid amount and the 2022 Annual Drainage budget will determine how many of the alternates can be constructed this year. The base bid is for drainage improvements on Irene Place NW and Fort Ward Hill Road NE. The alternates include: 1) Shepard Way Drainage Improvements, and 2) Cross Culvert Replacement at Eagle Harbor 5173.

Bids were solicited through the Municipal Research Services Center (MRSC) Small Works Roster process, and the City received 3 bids. See attached bid form. The engineer's estimate is \$63,500.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the 2022 Annual Drainage Contract to the apparent low bidder, Pape & Sons Construction, Inc., in the amount of \$70,372.79. This includes the base bid plus Alternate 1 (Shepard Way) and Alternate 2 (Eagle Harbor).

Construction is anticipated to begin in Winter 2023.

ATTACHMENTS:

[2022 Annual Drainage Contract - Pape and Sons .docx](#)

[Bid Form 2022 Annual Drainage.docx](#)

[Location Map.pdf](#)

FISCAL DETAILS: FISCAL DETAILS: 2022 Annual Drainage Budget \$ 88,618.29

Coding: Munis Project # 01205

Fund Name(s): SSWM Fund

Coding:

**CITY OF BAINBRIDGE ISLAND
SMALL WORKS ROSTER CONTRACT**

THIS SMALL WORKS ROSTER CONTRACT (“Contract”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Pape & Sons Construction, Inc., a Washington state corporation (“Contractor”). In consideration of the terms and conditions set forth in this Contract, the City and the Contractor (the “Parties”) agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the 2022 Annual Drainage Project (“Project”). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Attachment A)
- Insurance Requirements (Attachment B)
- Amendments to the Standard Specifications and Special Provisions (Attachment C)
- Declaration of Retainage
- Payment and Performance Bonds
- Schedule of Prevailing Wages (see <https://fortress.wa.gov/lmi/wagelookup/prvWagelookup.aspx>)
- Guarantee Form
- Certification of Compliance with Wage Payment Statutes

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within forty (40) working days from the City’s issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Seventy Thousand Three Hundred Seventy-Two and 79/100 Dollars (\$70,372.79), which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” means all reasonable costs incurred by the City, including legal costs and attorneys’ fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. **THE CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.**

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to public works and building service maintenance contracts funded in part or in whole with federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor shall submit to the City an approved copy of the “Statement of Intent to Pay Prevailing Wages” from the Department of Labor and Industries. It is the Contractor’s responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless.

5.1 Defense, Indemnification, and Hold Harmless. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

5.2 Liability for Damages Caused by Concurrent Negligence. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Contract.

5.3 Inspection and Acceptance. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

5.4 No Third Party Right of Indemnification. Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

6.1 Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

6.2 Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

6.3 Violation of this Section. Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

8. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of chapter 19.122 RCW. The Contractor shall be responsible for compliance with chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City’s final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor’s work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City’s mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written change order properly signed by both parties.

11.2 Change Orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the

Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE AND WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall maintain insurance as follows:

- Commercial General Liability as described in Attachment B.
- Automobile Liability as described in Attachment B.
- Workers' Compensation as described in Attachment B.
- Builders Risk as described in Attachment B.
- Contractors Pollution Liability as described in Attachment B.

15. Payment and Performance Bonds. The Contractor shall provide Payment and Performance bonds to the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries in settlement of any liens filed under chapter 60.28 RCW, whichever is later.

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Attachment A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient by giving ten (10) days' written notice to the Contractor.

In the event that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought related to the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

21. Relationship of Parties. The parties intend that an independent contractor relationship will be created by this Contract. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to the Contractor or its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, representatives, and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the later of the signature dates included below.

PAPE & SONS CONTRUCTION, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

CITY CONTACT:

Joel Corlew
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: 206-780-3703
Fax: 206-780-3710

CONTRACTOR CONTACT:

Print Name: _____
Address: _____

Phone: _____
Fax: _____
Contractor License #: _____
(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

ATTACHMENT A
PROJECT – SCOPE OF WORK
2022 Annual Drainage

The 2022 Annual Drainage project consists of a group of projects that work to mitigate drainage issues on Bainbridge Island and repair culverts. Work includes removal, replacement, and construction of drainage structures, storm drain lines, catch basins, landscaping, grading, paving, etc.

The base bid is for drainage improvements on Irene Place NW and Fort Ward Hill Road NE as shown in the project plans. The alternates include: 1) Shepard Way Drainage Improvements, 2) Cross Culvert Replacement at Eagle Harbor 5173 as shown in the project plans.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project.

5. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

D. Minimum Amounts of Insurance

The Contractor 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 and \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

ATTACHMENT C
AMENDMENTS TO THE STANDARD SPECIFICATIONS
AND SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria

(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal
(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

**Cumulative Alternates Bidding
Shall be replaced with the following**

(*****)

This Bid Proposal requires the bidder to bid cumulative Alternates as part of the bid. As such the bidder is required to submit a Base Bid and a bid for each of the Alternates.

Bid Proposal

The bid proposal is composed of the following parts:

1. Base Bid

The base bid shall include Irene Place Drainage Improvements and Fort Ward Rd Drainage Improvements.

2. Alternate 1

a. Alternate 1

Based on constructing (**Shepard Way Drainage Improvements**)

The bid items for Alternate 1 are as listed in the bid proposal.

3. Alternate 2

a. Alternate 2

Based on constructing (**Cross Culvert Replacement at Eagle Harbor 5173**)

The bid items for Alternate 2 are as listed in the bid proposal.

Bidding Procedures

To be considered responsive the bidder shall submit a price on each and every Bid item included in the Base Bid and all Alternate(s.)

Award Procedures

The successful bidder will be the bidder submitting the lowest responsible bid for the highest order preference that is within the amount of available funds for the project. Available funds can be requested immediately after the Bid Due Date and time. The following are listed in order from highest to lowest Preference:

1. Preference 1: Lowest total for (Base Bid plus Alternate 1 plus Alternate 2)

2. Preference 2: Lowest total for (Base Bid plus Alternate 1)

3. Preference 3: Lowest total for (Base Bid)

The Contracting Agency may, at their discretion, award a Contract for the Base Bid, without any additional Alternates, in the event that all Bids exceed the available funds announced.

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

Each Proposal must be submitted to the Contracting Agency by the bid due date and time, as stated in the Call for Bids, through one of the three following methods:

- Submitted by mail in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to 280 Madison Ave N, Bainbridge Island, WA 98110, Attn: Public Works Engineering Division;
- Submitted via email, containing the Project Name and Project Number as stated in the Call for Bids, to jcorlew@bainbridgewa.gov; or
- Delivered in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to 280 Madison Ave N. Bainbridge Island, WA 98110, Attn: Public Works Engineering Division.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal *(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.12 Public Opening of Proposals

Delete this section and replace it with the following:

(*****)

Following the Bid Due Date and Time specified in the Call for Bids, the Contracting Agency will review the bids submitted. The Public Works Director for the Contracting Agency shall then present all bids, and their recommendation regarding award of the contract, to the City Council. The City Council shall, at an open public meeting, consider all bids received, review the contracting agency's determination of the lowest responsible bidder, and either award the contract or, alternatively, reject all bids. If the City Council awards the contract, the bids received shall be open to public inspection and available through a public records request submitted in accordance with the City's public records act administrative rules.

1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option C)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written

payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.

B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

As evidence that the Bidder meets the Supplemental Responsibility Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the Supplemental Criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Responsibility Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the

Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the

Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 40 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 20 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or

- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract

Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing *(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized

interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

Add the following new section:

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Add the following new section:

1-05.18 Record Drawings
(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions- Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ 200)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include

the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.4 Sanitation

1-07.4(1) General

Section 1-07.4(1) is supplemented with the following:

(*****)

The contractor shall provide mobile toilet facilities that provide complete privacy and can be locked from the inside. Portable toilet facilities shall be kept clean, sanitized, and stocked with toilet paper and hand sanitizer. The mobile toilet facility must be delivered prior to any work on-site. It is preferred for the mobile toilet facility to be on a trailer and able to move between sites.

Payment for mobile toilet facilities is incidental to the Mobilization lump sum cost.

1-07.9(5) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07-18 Public Liability and Property Damage Insurance:

Delete this section, including its sub-sections, in its entirety and replace it with the following:

The Contractor shall obtain and keep in force the policies of insurance specified in Attachment B to the Contract. Throughout the duration of the Contract, the Contractor shall comply with all requirements of Attachment B to the Contract.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 1 week prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".

1-08.3(2)B Type B Progress Schedule

(March 13, 2012 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit 2 copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the

Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(January 19, 2022 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the 0 calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

- a. Certified Payrolls (per Section 1-07.9(5)).
- b. Material Acceptance Certification Documents
- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \$1000 for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-10.4.GR1

Measurement

1-10.4(1).GR1

Lump Sum Bid for Project (No Unit Items)

1-10.4(1).INST1.GR1

Section 1-10.4(1) is supplemented with the following:

1-10.4(1).OPT1.GR1

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

5-04.GR5

Hot Mix Asphalt

Materials

Mix Design – Obtaining Project Approval

Section 5-04.2(2) is supplemented with the following:

(*****)

Backfill for pavement repair excavation depths shall consist of 4-inches hot mix asphalt. Prior to HMA placement, the subgrade shall be compacted to 95% standard density or

to the satisfaction of the engineer.

Measurement

Section 5.04.4 is supplemented with the following:

(*****)

HMA for Pavement Repair will be measured by the ton.

Payment

Section 5.04.5 is supplemented with the following:

(*****)

"HMA for Pavement Repair Cl. ____ PG ____", per ton.

Division 7

Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

Division 7 is supplemented with the following

(*****)

CMP Slotted Drain Pipe

General

This specification covers the manufacture and installation of 8" Aluminized Type 2 corrugated steel pipe (CSP) with Slotted Drain used for the removal of surface water as detailed in the project plans.

Material

The Aluminized Steel Type 2 coils shall conform to the applicable requirements of AASHTO M 274 or ASTM A929.

The grate shall be galvanized in accordance with ASTM A123, except with a 2 oz. galvanized coating, total both sides.

PIPE

The CSP shall be manufactured in accordance with the applicable requirements of AASHTO M 36 or ASTM A760. The pipe sizes, diameters, gauges, corrugations shall be as shown on the project plans.

All fabrication of the product shall occur within the United States.

GRATES

The grates shall be manufactured from ASTM A1011, Grade 36 steel. The spacers and bearing bars (sides) shall be 3/16" material \pm 0.008".

5.2 The spacers shall be on 6" centers and welded on both sides to each bearing bar (sides) with four (4) 1-1/4" long 3/16" fillet welds on each side of the bearing bar.

The engineer may call for tensile strength tests on the grate if the grate is not in compliance with Section 5.2. If tensile strength tests are called for, minimum results for an in-place spacer pulled perpendicular to the bearing bar shall be: T = 12,000 pounds for 2-1/2" grate T = 15,000 pounds for 6" grate 5.4 The grates shall have a 1-3/4" opening in the top and be 2-1/2" or 6" high as shown on the plans. Options include:

Vertical (straight sides) grate with a 1-3/4" opening in the top and vertical spacers unless shown otherwise on the plans. The grate shall be 2-1/2" or 6" high as shown on the plans.

Trapezoidal grate with a 1-3/4" opening in the top and 30° slanted spacers unless shown otherwise on the plans. The grate shall be 2-1/2" or 6" high as shown on the plans.

The grate shall be fillet welded with a minimum weld 1" long to the CSP on each side of the grate at every other corrugation.

COUPLING BANDS

Modified HUGGER (7-5/8" wide) bands for the CSP shall be made of the same base metal and coatings as the CSP.

When the Slotted Drain is banded together, the adjacent grates shall have a typical gap of 2" - 3".

Ends of the CSP are rerolled with annular corrugations for proper indexing.

Connection fasteners shall be furnished by contractor and shall be made of the same base metal and coatings as the CSP.

Measurement

The length of culvert pipe or pipe arch will be the number of linear feet of completed installation measured along the invert.

Payment

Payment will be made for each of the following bid items that are included in the Proposal:

“CMP Slotted Drain 8 In. Diam.”, per linear foot.

Payment for all work, labor, tools, and materials is incidental to Installation.

7-03.8 Installation

Installation will be per plan.

**Division 8
Miscellaneous Construction**

8-01.GR8
Erosion Control and Water Pollution Control

8-01.3.GR8
Construction Requirements

8-01.3(2).GR8
Temporary Seeding and Mulching

8-01.3(2)B.GR8
Temporary Seeding

Section 8-01.3(2)B is supplemented with the following:

(September 3, 2019)

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet. Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet. Coconut coir matting shall be placed to limit erosion in seeded areas.

Payment

Payment shall be LS under line item "Erosion/Water Pollution Control".

8-02.GR8
8-02.3.GR8
Construction Requirements

8-02.3.INST1.GR8
Section 8-02.3 is supplemented with the following:

8-02.3(4).GR8
Topsoil

8-02.3(4)A.GR8
Topsoil Type A

8-02.3(4)A.INST1.GR8
Section 8-02.3(4)A is supplemented with the following:

8-02.3(4)A.OPT1.FR8
(August 3, 2015)
Topsoil Type A shall be placed to a non-compacted depth of 6 inches. The topsoil shall be thoroughly blended prior to placement.

The Contractor shall submit a Type 1 Working Drawing consisting of independent test results from an accredited laboratory demonstrating the Topsoil Type A meets the requirements of Section 9-14.1(1). The Type 1 Working Drawing shall also include the Request for Approval of Material in accordance with Section 1-06.1(2).

Payment

Payment shall be per CY under line item "Topsoil Type A".

Division 8 Miscellaneous Construction is supplemented with the following

(*****)

Potholing

General

This specification covers the work required to locate existing utilities on Base Bid Fort Ward Hill Road.

Payment

Payment will be made for each of the following bid items that are included in the Proposal:

 "Pothole Existing Utilities" per Lump Sum.

Payment for all work, labor, tools, and materials is incidental.

Location

Location of Pothole will be per plan sheet C-4.

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Declaration of Option for Management of Statutory Retained Percentage Under Chapter 60.28 RCW

The Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing the Contractor's signature and date to one of the following three options in accordance with RCW 60.28.011(4) and subject to the conditions of the Measurement and Payment Section. The Contractor may also have some or all of the retained percentage released by tendering a retainage bond acceptable to the Owner (City of Bainbridge Island) in accordance with RCW 60.28.011(6).

I hereby elect to have the retained percentage of this Contract **HELD IN A FUND** by the City of Bainbridge Island ("City") in accordance with RCW 60.28.011(4)(a).

Date: _____ Signed: _____

I hereby elect to have the City deposit the retained percentage of this Contract in an **INTEREST BEARING ACCOUNT** in accordance with RCW 60.28.011(4)(b).

Date: _____ Signed: _____

I hereby elect to have the City **PLACE IN ESCROW** the retained percentage of this Contract in accordance with RCW 60.28.011(4)(c). If this option is chosen, the Contractor must designate a repository acceptable to Owner as follows:

I hereby designate _____ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investments selected are subject to City approval. Prior to the City placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow.

Date: _____ Signed: _____

I hereby elect to tender a retainage bond for some or all of the retained percentage in accordance with RCW 60.28.011(6). Such bond shall be issued by a surety accepted for business in this state by the Washington Insurance Commissioner and with an A.M. Best rating of at least B plus and otherwise acceptable by the Owner (City).

Date: _____ Signed: _____

CITY OF BAINBRIDGE ISLAND
280 Madison Avenue N
Bainbridge Island, Washington 98110

Subject: 2022 Annual Drainage

To Whom It May Concern:

The undersigned Contractor hereby guarantees and warrants the complete construction and installation of all work, systems, and apparatus done and performed in connection with the above-referenced Project to be free from defects in materials and workmanship for a period of **two (2) years** from the date of final acceptance of the entire Project. The undersigned agrees to remedy and correct at its own expense any such defects appearing during that period of time due to unsatisfactory materials or workmanship, and will pay for any and all damage which may occur to other aspects of the work or the Project which may result from the occurrence of such defects or the correction of the same. It is understood that partial or entire use of the Project by the City of Bainbridge Island (“City”) shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City shall in no way be deemed a waiver by the City of any rights or remedies (or time limits in which to enforce said rights or remedies) it may have against the undersigned for defective workmanship or defective materials under the laws of the State of Washington pertaining to acts of negligence.

This Guarantee shall not be interpreted as holding the undersigned responsible for any deterioration of the work related to the Project due to normal use or abuse of the work by the City.

Contractor Signature

Date

Print – Company Name – Title

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for the 2022 Annual Drainage Project, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 20___, for the construction of the **City of Bainbridge Island's 2022 Annual Drainage Project**, according to the terms, conditions, and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by chapter 39.08 RCW, any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements for payment of all persons laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by chapter 39.08 RCW and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20__.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney

Performance Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 20____, for the construction of the **City of Bainbridge Island, 2022 Annual Drainage Project**, according to the terms, conditions and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to compel performance by the SURETY and to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to perform all requirements and obligations under the Contract as defined by the Contract Documents in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements under the Contract and the Contract Documents and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or other failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to perform or pay to have performed any and all such obligations not performed by the PRINCIPAL in accord with the Contract Documents in the same manner and to the same extent as the PRINCIPAL.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the Work to be performed thereunder, or other Contract Documents shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or other Contract Documents. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20__.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney



**City of Bainbridge Island
Public Works Department – Engineering**

2022 Annual Drainage

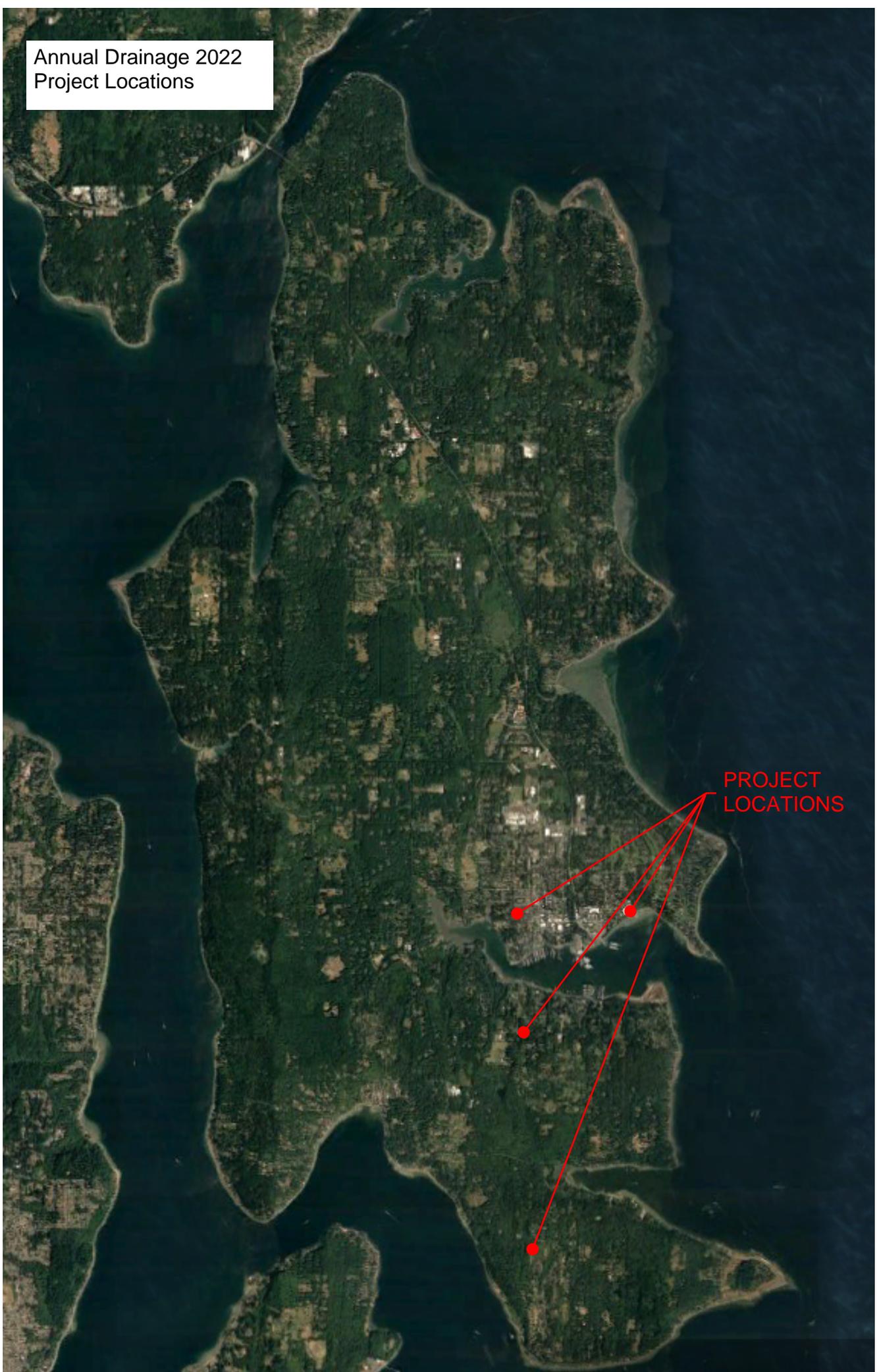
Bid Opening Date: 11/28/2022

Bids Open @ 10:00am

Note: Bids Are Opened in Order Received. Bids Solicited by: <input type="checkbox"/> Advertisement <input checked="" type="checkbox"/> Small Works Roster The Engineers Estimate is: \$63,500.00	Bidder No 1 W Business Solution Dba TransBlue	Bidder No 2 Pape & Sons Construction Inc	Bidder No 3 Northwest Cascade Inc		
Proposal	X	X	X		
Signature Page – Addendum 1 Acknowledged	Addendum was not acknowledged in the bid proposal	X	X		
Non-Collusion Declaration	X	X	X		
TOTAL BASE BID + ALTERNATES 1 AND 2	\$157,054.47	\$70,372.79	\$145,662.63		

A total of 3 bids were received for the 2022 Annual Drainage Project. Project Manager, Joel Corlew, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Pape & Sons Construction Inc. in the amount of \$70,372.79.

Annual Drainage 2022
Project Locations



PROJECT
LOCATIONS



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Software as a Service Agreement with Tyler Technologies, Inc. for a MUNIS Financial System Upgrade in the Amount of \$384,947 over the Next 3 Years

SUMMARY: This software upgrade and move to a cloud-hosted service makes sense for the City given financial considerations, data security, immediate availability of new software versions/patches, and a proven cloud infrastructure since 1999. In past years, MUNIS costs have been \$89,000 per year. For the next 3 years, the City's cost will be \$126,212 per year. This is an increase of \$37,212 per year which is included in the 2023-2024 budget. The 2023 cost also includes \$6,311 for project management and training as we migrate to the new platform.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute a Software as a Service Agreement with Tyler Technologies, Inc. for a cloud-hosted software upgrade in the amount of \$384,947 over the next 3 years, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$ 384,947 over 3 years
Ongoing Cost:	\$ 126,212 per year
One-Time Cost:	\$ 6,311
Included in Current Budget?	Yes

BACKGROUND: The City has used MUNIS as our financial management software for several years now. The version we currently use is no longer supported by the vendor, Tyler Technologies, and an upgrade is necessary. Rather than investing in another locally-hosted system and eventually having to invest in the cloud-based solution, we have made the decision to move to the cloud-hosted version now.

ATTACHMENTS:

[2022 Oct - MUNIS Contract.pdf](#)

FISCAL DETAILS: This item has been approved for the 2023-2024 adopted budget.

Fund Name(s): General Fund

Coding:



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Bainbridge Island, Washington.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts



to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services



in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN**

RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a

copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all

traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Bainbridge Island, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
City of Bainbridge Island
280 Madison Ave. N.
Bainbridge Island, WA 98110-1812
Attention: _____





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Christina Young
 Quote Expiration: 02/21/23
 Quote Name: Bainbridge Island-ERP-SaaS Flip
 Quote Description: SaaS Flip
 SaaS Term: 3.00

Sales Quotation For:
 City of Bainbridge Island
 280 Madison Ave N
 Bainbridge Island WA 98110-1812
 Phone: +1 (206) 780-8603

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 23,142.00
Capital Assets	1	0	\$ 4,948.00
Cash Management	1	0	\$ 2,110.00
Contract Management	1	0	\$ 2,120.00
Inventory	1	0	\$ 4,594.00
Project & Grant Accounting	1	0	\$ 3,856.00
Purchase Orders	1	0	\$ 4,948.00
Work Orders, Fleet & Facilities Management	1	0	\$ 5,008.00
Human Resources Management			
Employee Self Service	1	0	\$ 3,139.00
HR Management	1	0	\$ 6,489.00
Payroll	1	0	\$ 8,765.00
Revenue Management			
Accounts Receivable	1	0	\$ 4,241.00
Central Property File	1	0	\$ 2,155.00
Citizen Self Service	1	0	\$ 2,230.00

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General Billing	1	0	\$ 2,272.00
Utility Billing	1	0	\$ 6,121.00
Utility Billing Meter Interface	1	0	\$ 1,768.00
Additional			
Business Objects	1	0	\$ 5,447.00
Enterprise ERP Office	1	0	\$ 2,696.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 5,163.00
Subscription Fees			
Concurrent Users	25	0	\$ 25,000.00
TOTAL		0	\$ 126,212.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 6,311.00	\$ 0.00	\$ 6,311.00	\$ 0.00
Upgrade Assistance: Remote - Per Day	15	\$ 800.00	\$ 12,000.00	\$ 0.00	\$ 0.00
TOTAL				\$ 6,311.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 126,212.00
Total Tyler Services	\$ 6,311.00	\$ 0.00

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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 6,311.00	\$ 126,212.00
Contract Total	\$ 384,947.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Upgrade PM Assistance: Includes 3 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (3 days per) at the then-current price.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Other Tyler Software and Services.**
 - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

 - 2.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

 - 2.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

 - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.





**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





**Exhibit D
Third Party Terms**

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Exhibit D
Schedule 1
Hyperlinked Terms

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**Exhibit D
Schedule 2
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Last Updated: July 22, 2017

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize Amendment No. 2 to the Professional Services Agreement with Toole Design Group LLC for the Bundled Madison Avenue Sidewalk Improvements Final Design (Increase in Contract Amount of \$89,450.13 - General) – Public Works

SUMMARY: Staff is requesting that the City Council authorize the City Manager to execute Amendment No. 2 to the professional services agreement with Toole Design Group LLC in the amount of \$89,450.13 for the Bundled Madison Avenue Sidewalk Improvements project.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute Amendment No. 2 to the professional services agreement with Toole Design Group LLC in the amount of \$89,450.13 for the Bundled Madison Avenue Sidewalk Improvements project, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$89,450.13
Ongoing Cost:	
One-Time Cost:	\$89,450.13
Included in Current Budget?	Yes

BACKGROUND: The Bundled Madison Avenue 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 such as City Hall, library, school campus, Safeway shopping area, Sakai Park, and the City's future Police and Court facility. This 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.

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 project. Amendment No. 1 was approved by the Council at their June 14, 2022 meeting for the completion of the design in the amount of \$494,004.50, bringing the revised contract amount to \$610,393.16.

Amendment No. 2 is for the completion of a low-level hazardous materials report required as part of the National Environmental Policy Act (NEPA), and all services associated with acquiring temporary construction easements for the proposed improvements in the amount of \$89,450.13, bringing the revised contract amount to \$699,843.29.

ATTACHMENTS:

[Supplemental Agreement No. 2.pdf](#)

FISCAL DETAILS: Madison Avenue project 1088 was bundled with project 1100 Village Basin Improvements in the 2023-2028 Capital Improvement plan for a total budget of \$6,547,000 including project management. Life-to-date spending has been \$454,000.

Fund Name(s): Capital Construction Fund

Coding:



Supplemental Agreement Number _____		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.

Task 1: Project Management

No additional scope or budget for Task 1 in this amendment.

Task 2: Stakeholder and Community Outreach

No additional scope or budget for Task 2 in this amendment.

Task 3: Survey

No additional scope or budget for Task 3 in this amendment.

Task 4: Permit and Environmental Review (Supplemented)

Task 4.5 Arborist Report (Supplemented)

- Additional on-site meeting with project design team and City Arborist to coordinate tree removal and risk management strategies. This includes general coordination and planning time to support the site visit and assess tree permit requirements.

Assumptions

- The tree permit authorization may require a land use application and/or site assessment review which are not included in this scope of work.

Task 4.6: Hazardous Materials Discipline Report (New Sub-Task)

- WSDOT has indicated that a low-level Hazardous Materials Discipline Report is necessary for the NEPA process due to the anticipated temporary construction easements (TCEs). Under this scope of work, The CONSULTANT will prepare a low-level Hazardous Materials Discipline Report to assess the TCEs for the potential presence of contamination. The report will identify and evaluate known or potentially contaminated sites that may:
 - Affect the environment during construction
 - Create significant construction impacts
 - Incur cleanup liability to the local agency
 - The objective of the Hazardous Materials Discipline Report will be to conduct an appropriate level of investigation and provide sufficient documentation necessary to

allow for informed decisions regarding the selection of alternatives, or mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies. The CONSULTANT will provide a draft report for review by the City. The report will be updated as needed to address comments by the City prior to submittal of the report to WSDOT. If WSDOT has comments on the report, we will make minor revisions as needed to satisfy WSDOT.

Assumptions

- The Hazardous Materials Discipline Report will be prepared in general accordance with the publication Guidance & Standard Methodology for WSDOT HazMat Discipline Reports.
- The Hazardous Materials Discipline Report will be conducted with limited research work in general accordance with ASTM 1527 for Phase 1 Environmental Site Assessments.
- This Hazardous Materials Discipline Report relies upon and is limited to the availability and accuracy of records and information provided by state and federal environmental databases. Undocumented contamination sites and potentially contaminated sites that are not obvious in a limited public records review may be present. This scope does not guarantee that all such sites can or will be disclosed.
- State and federal records and information will be obtained for sites within a one-mile search radius of the project footprint in accordance with ASTM search radius standards.
- This amendment includes up to eight hours of staff time and related expenses for a file review at the Washington State Department of Ecology Headquarters in Lacey, Washington.
- Prime consultant will ensure that The Watershed Company will be provided with a map showing the TCEs to be assessed in the Hazardous Materials Discipline Report, as well as any other general project information needed to complete the report.
- The Hazardous Materials Discipline Report will address up to 10 TCEs.
- All TCEs will be located in close proximity to the project area along Madison Avenue.
- The Hazardous Materials Discipline Report will be completed using the project documentation available at the time of report preparation. If subsequent project revisions occur that require report revisions, the revisions to the report would be outside of this scope of work.
- This report does not include evaluation of project specific impacts, mitigation measures, or cost estimates. The need for these elements is based on the results of the initial assessment and project-specific circumstances. If required, we can assist with the evaluation of project-specific impacts and mitigation measures to determine appropriate cost estimates as needed.

Task 5: Preliminary Design

No additional scope or budget in Task 5 in this amendment.

Task 6: Final Design

No additional scope or budget in Task 6 in this amendment.

Task 7: Advertisement and Bidding

No additional scope or budget in Task 7 in this amendment.

Task 8: Construction Phase Services (Optional Placeholder)

No additional scope or budget in Task 8 in this amendment.

Task 9: Storm Drainage Design

No additional scope or budget in Task 9 in this amendment.

Task 10: Right-of-Way Services (Supplemented)

Task 10.1: Preliminary Right-of-Way Services

No additional scope or budget in Task 10.1 in this amendment.

Task 10.2: Right-of-Way Plans

No additional scope or budget in Task 10.2 in this amendment.

Task 10.3: Final Right-of-Way Services (Universal Field Services, New Sub-Task)

This Supplemental scope of work and associated fee estimate addresses Right of Way Acquisition of property rights limited to Temporary Construction Easements (TCE), from the nine (9) tax parcels shown in Table A below.

All Right of Way activities will be completed per the City's WSDOT approved Right of Way acquisition policies and procedures, WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures) and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). Right of Way Certification will be required through WSDOT Local Programs Real Estate. It is understood Federal funds are allocated to the Construction Phase only.

This Scope of Work is based on the following:

- The Right of Way Funding Estimate (RWFE) is not required as there are no Federal funds allocated to the ROW phase
- Discussions with City Staff and its design team – Toole Design
- Review of limited public online ownership information
- Approved ROW Plan
- No occupants or personal property displaced by the project
- Assumptions made throughout this Scope of Work
- Tour of online Kitsap County aerial mapping and Google street view.

Task 10.3.1: Preparation and Administration

The CONSULTANT will provide sample templates of all acquisition documents for the City's review and approval for project use. All forms and documents will comply with City's standards and in accordance with statutory requirements. The City's pre-approved documents will be used when provided. The CONSULTANT will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

For each parcel impacted, the CONSULTANT will prepare acquisition files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

Deliverables:

- Coordinate City approval of Acquisition forms and documents for project use.
- Prepare for and participate in six (6) Progress Meetings – Video conference calls
- Update up to nine (9) Parcel Title Summary Memo's – IF NEEDED

Task 10.3.2: Appraisal / Appraisal Review / Administrative Offer Summary Worksheets

Subject to the City's appraisal waiver limit of \$25,000, the CONSULTANT will coordinate and confirm with the City to determine if the impacted parcels will require AOS Worksheets, or Appraisal and Appraisal Review reports. At this time, based on the limited real property rights to be acquired (TCE's only) and the fact acquisitions appear to be uncomplicated, it is assumed Appraisal and Appraisal Review reports will not be required. Furthermore, we assume the amounts of just compensation offered to property owners will be significantly less than \$10,000. Therefore, only AOS worksheets will be necessary as the basis of offers to the property owner.

The AOS worksheets will be completed in accordance with Washington State Department of Transportation (WSDOT) Local Agency Guidelines – Section 25 (Right of Way Procedures). Completed AOS worksheets will be submitted to the City for review and written approval establishing the amount of Just Compensation to be offered to each respective property owner. The City will be required to provide concurrence and written approvals of the estimated amounts of just compensation determined in each AOS worksheet.

Assumption:

- All ROW acquisitions will qualify for appraisal waiver
- Appraiser may determine parcel no.'s 2 and 3 shown in Table A may qualify as a Larger Parcel

Deliverable:

- AOS Worksheets – nine (9) each

Task 10.3.3: Present Offers / Negotiations

Upon receipt of written approvals from the City establishing the amounts of just compensation, the CONSULTANT will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, the CONSULTANT shall provide the City with written notification. If necessary, the CONSULTANT will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the property owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the City's legal staff for mediation or filing of a condemnation action. The CONSULTANT will provide limited technical support for all mediation or condemnation as required.

Deliverables:

- Prepare Offer Packages – nine (9) each
- Present Offers / Conduct Negotiations
- Completed parcel files and records of all Right of Way Acquisition services

Task 10.3.4: Parcel Closing

The CONSULTANT will provide advisory assistance to the City in determining the most appropriate method of closing each transaction. Subject to the City's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the City's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the City for approval and processing. Simultaneously, the CONSULTANT will coordinate with recommendations to the City for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the City's title clearing policies. The signed conveyance documents will be transmitted to the City for approval and signature. Once City approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, the CONSULTANT will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the City.

Assumption:

- All ROW acquisitions will be closed In-House
- City staff to record each completed TCE with Kitsap County and provide a copy of each to the CONSULTANT prior to ROW Certification

Deliverables:

- Completed parcel files and records of all Right of Way Acquisition services

Task 10.3.5: Right of Way Certification

Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services and Local Programs. Right of Way acquisition negotiation files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. The CONSULTANT will coordinate with WSDOT's Local Agency Coordinator as needed throughout the Right of Way Acquisition process.

Deliverable:

- Right of Way Certification form for City signature and WSDOT Approval

The City will provide the following:

- Form approval, in electronic format of all Acquisition forms prior to project use.
- Review and approval of all determinations of value, established by the project appraisers. Provide written authorization prior to offers being made to property owners.
- Payment of all compensation to property owners; recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
- City to Record all TCE's with Kitsap County.

*The Appraiser, after conducting reviews of unity of ownership, continuity of use and contiguity, may combine parcels 2 & 3 and value them as one (1) Larger Parcel.

Task 10.4: Right-of-Way Negotiations Design Support (Toole Design, New Sub-Task)

The design engineering team will provide support to the right-of-way agent (UFS) and the City during negotiations with property owners. This support will include up to 6 meetings with property owners, and preparation of informal informational exhibits (one for each parcel) and materials to be used by the appraiser, project team, and property owners.

Task 10.5: Legal Descriptions and Parcel Exhibits (DHA, New Sub-task)

The CONSULTANT will prepare a total of Nine (9) exhibit maps and corresponding legal descriptions. The individual documents will contain a map exhibit page, and a page containing the legal description, signed and sealed.

The estimate includes a cost for a full title search for the affected parcels. The Title policy fee herein is an “estimate” and could need to be adjusted at the time of the project.

The estimate also considers a small amount of field surveying, to survey controlling monuments along Madison Avenue as the original topographic survey developed did not consider property boundaries, rather used existing data to show property lines.

Easement documents will be developed on 8.5” x 11” format and delivered in hardcopy PDF format, and .dwg format.

Task 11: Maximum Extent Feasible (MEF) Documentation

No additional scope or budget in Task 11 in this amendment.

Task 12: Sanitary Sewer Final Design

No additional scope or budget in Task 12 in this amendment.

Exhibit D

Consultant Fee Determination

Project Name: Madison Avenue Final Design
 Project Number:
 Consultant: Toole Design Group, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 174%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal in Charge		\$ 104.53	\$182.17	\$32.20	\$318.90	
Engineering Lead	32	\$ 68.49	\$119.36	\$21.09	\$208.94	\$6,686.08
Senior Engineer		\$ 60.26	\$105.02	\$18.56	\$183.84	
Project Engineer II		\$ 59.24	\$103.24	\$18.25	\$180.73	
Project Engineer	24	\$ 53.24	\$92.79	\$16.40	\$162.43	\$3,898.32
Engineer II		\$ 42.76	\$74.52	\$13.17	\$130.45	
Senior Landscape Architect		\$ 56.58	\$98.61	\$17.43	\$172.62	
Project Planner		\$ 51.08	\$89.02	\$15.73	\$155.83	
Total Hours						56
					Subtotal:	\$10,584.40

REIMBURSABLES

Mileage						
Rental Car						
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

DHA						\$16,050
The Watershed Company						\$8,040
UFS						\$54,775
					Subtotal:	\$78,866

Total: \$89,450.13

Contingency:

GRAND TOTAL: \$89,450.13

Exhibit E

Consultant Fee Determination

Project Name: Madison Avenue Final Design
 Project Number:
 Consultant: Watershed

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Senior Ecologist	6	\$210.00	\$1,260
Planner	35	\$113.00	\$3,955
Arborst	7	\$120.00	\$840
Accountant	2	\$110.00	\$220
Ecologist	5	\$130.00	\$650
Planner	3	\$170.00	\$510
Total Hours		Subtotal:	\$7,435
REIMBURSABLES			
Mileage			
Reproduction (copies, plots, etc.)			
Miscellaneous			\$605
		Subtotal:	\$605

Total: \$8,040

Contingency:

GRAND TOTAL: \$8,040

Exhibit E

Consultant Fee Determination

Project Name: Madison Avenue Final Design
Project Number:
Consultant: Duane Hartman and Associates

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Project Surveyor	36	\$133.63	\$4,811
Field Tech I	20	\$103.60	\$2,072
Field Tech II	20	\$79.20	\$1,584
Office Tech 1 CAD	27	\$99.40	\$2,684
Admin. / Report		\$99.20	
Total Hours			103
		Subtotal:	\$11,150
REIMBURSABLES			
Mileage			\$400
Reproduction (copies, plots, etc.)			
Travel			
Title research			\$4,500
		Subtotal:	\$4,900
		Total:	\$16,050
		Contingency:	
GRAND TOTAL:			\$16,050

Exhibit E

Consultant Fee Determination

Project Name: Madison Avenue Final Design
 Project Number:
 Consultant: Universal Field Services

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
ROW Oversight	16	\$111.80	\$1,789
Project Manager	77	\$95.95	\$7,388
Acquisition Specialist	355	\$79.66	\$28,279
Title/Escrow Specialist	40	\$63.37	\$2,535
Sr. Admin Specialist	60	\$54.32	\$3,259
Total Hours		548	Subtotal: \$43,250
REIMBURSABLES			
Mileage			\$1,625
Reproduction (copies, plots, etc.)			
Appraiser			\$9,900
			Subtotal: \$11,525

Total: \$54,775

Contingency:

GRAND TOTAL: \$54,775



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

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

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

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to execute the Fifth Amendment of the Agreement with Kitsap County for the Incarceration of City Prisoners, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Kitsap County is authorized by law to operate a jail for misdemeanants and felons. The City of Bainbridge Island does not have or operate such a facility and wishes to renew an existing agreement with the County as its agent for this purpose. This amendment extends the current base rate for inmates of \$157.05 per prisoner per day, through 12/31/23.

ATTACHMENTS:

[KC-233-17-E City of Bainbridge Island 2023 \(5th Amendment\).pdf](#)

FISCAL DETAILS: In 2022, \$115,000 was budgeted for the incarceration of prisoners (adult and juvenile) and about \$25,000 has been expended through October. In 2023, \$105,000 has been budgeted for this expense.

Fund Name(s): General Fund

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

This Fifth Amendment to the Kitsap County and City of Bainbridge Island Agreement for Incarceration of City Prisoners ("Fifth Amendment") is made between Kitsap County, a Washington state municipal corporation ("County"), and the City of Bainbridge Island, a Washington state municipal corporation ("Contract Agency").

In consideration of the mutual benefits and covenants contained herein, the parties agree that Kitsap County Contract No. KC-233-17 ("Agreement"), shall be amended as follows:

1. Section 22 (Duration) is amended to extend the termination date of the Contract to December 31, 2023.
2. Insurance. If this Fifth Amendment extends the expiration date of the Agreement, then the Contract Agency shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contract Agency shall submit the certificate of insurance to: Kitsap County Jail Administration, 614 Division Street, MS-33, Port Orchard, Washington 98366.
3. Terms Unchanged. Except as expressly provided in this Fifth Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.
4. Counterparts. This Fifth Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signature of a party shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
5. Authorizations. The signatories to this Fifth Amendment represent that they have been appropriately authorized to execute this Fifth Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before its execution.

(Signatures on next page)

DATED this ___ day of _____, 202__

DATED this ___ day of _____, 202__

CITY OF BAINBRIDGE ISLAND

KITSAP COUNTY SHERIFF’S OFFICE

Blair King, City Manager

John Gese, Sheriff

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

DATED this ___ day of _____, 202__

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Fourth Contract Amendment to the Agreement for the Provision of Juvenile Detention Facilities - Police,

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

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to Execute the Fourth Contract Amendment to the Agreement for the Provision of Juvenile Detention Facilities with Kitsap County, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Kitsap County is authorized by law to operate a Juvenile Detention Facility for juvenile offenders. The City of Bainbridge Island does not have or operate such a facility and wishes to renew the existing agreement with the County as its agent for this purpose. If approved, this amendment would extend the existing agreement through December 31, 2023.

ATTACHMENTS:

[2023 Fourth Amendment Juvenile Detention Facilities KC-076-19-D.pdf](#)

FISCAL DETAILS: The total adult and juvenile prisoner detention budget for 2023 is \$105,000.

Fund Name(s): General Fund

Coding: 51011236/551000

KC-076-19-D

FOURTH CONTRACT AMENDMENT

This Fourth Contract Amendment is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and City of Bainbridge Island having its principal offices at 280 Madison Avenue North, Bainbridge Island, Washington 98110 ("City").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-076-19 and executed on February 25, 2019, and amended on December 9, 2019, January 11, 2021, and December 20, 2021, shall be amended as follows:

- 1. Term: The contract term shall extend to terminate on December 31, 2023.

If this Contract Amendment extends the expiration date of the Contract, then the City shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The City shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.

Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Except as expressly provide in this Contract Amendment, all other terms and conditions of the original Agreement, and any subsequent amendments, addenda, or modifications thereto, remain in full force and effect.

This amendment shall be *effective* upon execution by the parties.

DATED this ____ day of _____, 2022

DATED this 5th day of December, 2022

CITY OF BAINBRIDGE ISLAND

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

BLAIR KING, City Manager

E.E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:
Dana Daniels

Dana Daniels, Clerk of the Board





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute Consent Provision of Leasehold Deed of Trust Related to Grant from the Washington State Department of Commerce to Bainbridge Performing Arts Regarding the Buxton Center Building - Executive,

SUMMARY: Through this agenda item, the City Council would authorize the City Manager to execute the consent provision of the Leasehold Deed of Trust that is included with this item, which relates to a grant from the Washington State Department of Commerce to Bainbridge Performing Arts regarding renovation of the Buxton Center Building.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute the consent provision of the Leasehold Deed of Trust in substantially the form as included with this agenda item, which relates to a grant from the Washington State Department of Commerce to Bainbridge Performing Arts regarding renovation of the Buxton Center Building.

COMMUNITY ENGAGEMENT AND OUTREACH: N/A

FISCAL IMPACT:

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

BACKGROUND: Bainbridge Performing Arts (“BPA”) received a \$1.6 million grant from the State of Washington Building for the Arts (“BFA”) fund (administered by the Washington State Department of Commerce) for the Buxton Center renovation project. For BFA grants over \$250,000, the Department of Commerce requires collateral in the event that the project is not completed. BPA is therefore required to sign a note to that effect, accompanied by a Leasehold Deed of Trust in the City property on which the Buxton Center is located.

The effect of the Leasehold Deed of Trust is that, in the event that BPA defaults on its obligations under its grant contract to complete the renovation, the Department of Commerce would have the right to foreclose on BPA’s property, which consists of the BPA building and BPA’s leasehold interest in the City-owned land pursuant to a ground lease BPA entered into with the City in 1991. BPA does not have a fee title interest in the property. The

Leasehold Deed of Trust, however, requires the City as lessor to consent to the encumbrance of BPA's leasehold interest. Included with this agenda item is the Leasehold Deed of Trust by which the City would consent to the leasehold interest required by the Department of Commerce.

ATTACHMENTS:

[Leasehold Deed of Trust - Bainbridge Island Performing Arts](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

When Recorded Return To:

Washington State Department of Commerce
Community Capital Facilities Unit
1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Attention: Local Government Division, Community Capital Facilities - Securitization

LEASEHOLD DEED OF TRUST

Lessee (Grantor): Bainbridge Performing Arts
Lessor: City of Bainbridge Island
Beneficiary (Beneficiary): Department of Commerce, Community Capital Facilities Unit
Grantee (Trustee): Pacific Northwest Title
Legal Description (abbreviated): Ptn NW/SW, Section 26, Township 25 North, Range 2 East
Assessor’s Tax Parcel ID#: 262502-3-143-2106 & 262502-3-143-2007
Grant Number: **22-96640-002**

THIS LEASEHOLD DEED OF TRUST (hereinafter called “Deed of Trust”) is made this _____ day of _____, 2022, between Bainbridge Performing Arts, a Washington nonprofit corporation, whose mailing address is 200 Madison Ave N, Bainbridge, Washington, 98110, as grantor under this Deed of Trust and lessee under the lease described below (“Lessee”); Pacific Northwest Title, whose mailing address is 921 Hildebrand Lane NE, Suite 200, Bainbridge Island, Washington, 98110 as Trustee (“Trustee”); and the Washington State Department of Commerce, Community Capital Facilities Unit or its successor agency, as Beneficiary (“Beneficiary”), whose address is 1011 Plum Street SE, P.O. Box 42525, Olympia, Washington 98504-2525.

1. Grant. Lessee hereby irrevocably grants, bargains, conveys, and assigns to Trustee in trust, with right of entry and possession as provided for herein, for the benefit of Beneficiary, all of Lessee’s interest in the following described property in Kitsap County, Washington:

That certain leasehold estate (hereinafter called "leasehold estate"), together with and including all right, title and interest of Lessee therein, which said leasehold estate embraces and covers the real property hereinafter described, situated, lying in the City of Bainbridge Island, County of Kitsap, state of Washington, and is more particularly described as: The leasehold estate created by that certain Lease (hereinafter called "Lease") dated the 24th of June, 1991, executed by and between City of Bainbridge Island, formally known as City of Winslow, a municipal corporation, as Lessor (“Lessor”), and Bainbridge Performing Arts, a Washington nonprofit corporation, as Lessee, and covers the following described property:

**That portion of Parcel B of City of Winslow Short Plat W-48 recorded under Auditor's File No. 8405030132, described as follows:
Beginning at the Southwest corner of the North half of the Southwest quarter of Section 26, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington; thence North 1°20'7" East 330 feet; thence South 88°45'57" East 359 feet to the true point of beginning; thence South 88°45'57" East 350 feet; thence North 1°20'7" East 150 feet; thence South 88°45'57" East 50 feet; thence North 1°20'7" East 50 feet; thence North 88°45'57" West 400 feet; thence South 1°20'7" West 200 feet to the true point of beginning**

TOGETHER WITH all right, title and interest of Lessee in and to all options to purchase, options of first refusal and renewal options with respect to the Lease or said property or any portion thereof or any interest therein and in and to any greater estate in said property (including the fee simple estate) as may be subsequently acquired by or release to Lessee.

TOGETHER WITH all interest, estate, or other claims, both in law or equity, which Lessee now has or may hereafter acquire in said property.

1.1. The Lease shall not be materially modified or changed in any way without the written consent of Beneficiary. Amendments to the Lease extending the term, renewing the Lease, increasing or decreasing the amount of real property leased under the Lease by up to 100 square feet, or allowing improvements to the real property shall not be considered material modifications requiring written consent of the Beneficiary.

1.2. Beneficiary shall be immediately furnished with all Notices of Default served by Lessor of the Lease on Lessee.

1.3. In the event Lessee shall fail to make payment due on the Lease or to perform any term or covenant as provided therein, in addition to any such default constituting a default under this Deed of Trust, Beneficiary may, at its option, make the defaulted payments or perform the term or covenant and add the same to the amount due under this Deed of Trust without waiving any of its rights under this Deed of Trust and the Note which it secures.

1.4. If both the Lessor's and the Lessee's estate under the Lease shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by the application of the doctrine of merger, and in such event, Beneficiary shall continue to have and to enjoy all of the rights, title, interest and privileges of Beneficiary as to the separate estates. In addition, foreclosure of said property shall not destroy or terminate the Lease by application of the doctrine of merger or as a matter of law or as a result of foreclosure unless Beneficiary or any purchaser at foreclosure sale shall so elect. In the event that Lessee shall, at any time prior to the payment in full of all indebtedness secured by this Deed of Trust, acquire fee simple title to said property, such fee simple title shall not merge with the leasehold estate encumbered by this Deed of Trust, but such fee simple title shall immediately, without further action on the part of the Lessee, become subject to the lien hereof. In the event of such acquisition by Lessee, Lessee agrees to execute and deliver to Beneficiary such further instruments, conveyances and assurances as Beneficiary may reasonably require in order to further confirm and assure that the fee simple title so acquired by Grantor is subject to the terms, provisions and lien of this Deed of trust. The provisions of this paragraph shall not apply in the event Beneficiary acquires the fee of said property, except if Beneficiary shall so elect. Said property is not used for agricultural or farming purposes.

2. Obligations Secured. This deed is given for the purpose of securing payment in the amount of One Million Five Hundred Fifty Two Thousand and 00/100 dollars (\$1,552,000.00) payable by the Lessee to the Beneficiary evidenced by a Promissory Note between Bainbridge Performing Arts and the Washington State Department of Commerce, Community Capital Facilities Unit dated _____, 2022 and Community Capital

Facilities Unit Contract Number 22-96640-002 between Bainbridge Performing Arts and Washington State Department of Commerce, Community Capital Facilities Unit as now or hereafter amended (“Contract”), and securing performance of each term and condition of said Contract and Promissory Note, together with all future advances.

3. Lien Priority. This Deed of Trust shall be in a Priority lien priority position against Lessee’s leasehold estate interest in the property.

4. Protection of Security. To protect the security of this Deed of Trust, Lessee covenants and agrees:

4.1. To keep the leased property in good condition and repair; to permit no waste thereof; to diligently pursue or complete any building, structure or improvement thereon which may be damaged or destroyed to the extent required by the Lease or Contract; and to comply with all laws, ordinances, conditions and restrictions affecting the property.

4.2. To keep its leasehold interest in the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

4.3. To maintain a policy of property insurance for the leased property covering its supplies, inventory, personal property, equipment, fixtures as well as all improvements, additions, and modifications to or in the leased property, in an amount not less than the replacement cost thereof. Except as otherwise provided herein and in the Contract the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as the Beneficiary shall determine, subject to the rights of any senior lien-holder.

4.4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4.5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

4.6. Should Lessee fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against its leasehold interest in the property when the same become due and payable, Beneficiary may, but shall not be obligated, to pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust.

5. General Conditions. The parties hereto agree that:

5.1 In the event of any fire or other casualty to the leased property or eminent domain proceedings resulting in condemnation of the leased property or any part thereof, and with Beneficiary’s approval which shall not be unreasonably withheld, Lessee shall either (a) repair the premises subject to the leasehold estate and continue the tenancy if permitted under the lease, or (b) use all available insurance or condemnation proceeds to continue providing the public benefit contemplated under the Contract in a different location. In such an instance, insurance and/or condemnation proceeds must be used in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan and performance of Lessee’s obligations under the Contract.

5.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

5.3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Lessee and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5.4. **Default Remedies.** Upon default by Lessee of its obligations secured hereby without timely cure and after written notice of thirty (30) days, all sums secured hereby shall immediately become due and payable. Beneficiary shall provide written notice of default to Lessor and allow Lessor thirty (30) days to cure and reasonable prior notice of any foreclosure or other remedial action under the financing documents. In such event and upon written notice of Beneficiary, Lessee's leasehold interest in the property may be automatically assigned to Trustee for the benefit of Beneficiary and Lessee agrees that Trustee may take any action on behalf of the Lessee for the benefit of the Beneficiary (with right of entry onto the leased premises) to keep, observe, or perform an such terms, covenants, provisions, or agreements and to enter into the leased premises (after reasonable advance notice to Lessee) and take all such action thereon as may be reasonably necessary therefore, with all rights to use, assign, or sublet the leasehold premises allowed under the terms of the then-current Lease.

5.5. Beneficiary may at any time appoint or discharge the Trustee.

5.6. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Lessee," "Lessor," "Trustee," and "Beneficiary" include their successors and assigns.

6. **Acceleration.** Except as otherwise provided for in the Contract, if without Beneficiary's prior written consent, all or any part of Lessee's interest in the property is assigned, conveyed, transferred, encumbered, or the leased property is not used as required by the Contract between Beneficiary and Lessee, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Lessee notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Lessee must pay all sums secured by this Deed of Trust. If Lessee fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Lessee.

[SIGNATURE AND NOTARY PAGES FOLLOW]

IN WITNESS HEREOF **Bainbridge Performing Arts**, has executed this Deed of Trust on the ____ day of _____, 2022.

BAINBRIDGE PERFORMING ARTS,
a Washington nonprofit corporation

By: _____

Printed Name: _____

Title: _____

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 Bainbridge Performing Arts, a Washington nonprofit corporation, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: _____

CONSENTED TO BY LESSOR:

City of Bainbridge Island,
a Washington municipal corporation

By: _____

Printed Name: _____

Title: _____

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 City of Bainbridge Island, a Washington municipal corporation, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Seal or Stamp)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: _____

REQUEST FOR FULL RECONVEYANCE

**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned as the party entitled to the performance, benefits, duties, and payments under the Community Capital Facilities Unit Contract **22-96640-002** between Grantor and Beneficiary, which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid, duties performed and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, including Contingent Interest, to cancel evidence of indebtedness secured by said Deed of Trust delivered to you with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

Dated

Name

Title



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize Amendment No. 2 to the Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation (\$48,000 Annually for Years 2023 and 2024 – General Fund/Surface and Stormwater Management (SSWM) - Public Works

SUMMARY: Staff is requesting that the City Council authorize the City Manager to execute Amendment No. 2 to the Interlocal Agreement with Kitsap Conservation District to provide agricultural and conservation support services in 2023 and 2024.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute Amendment No. 2 to the Interlocal Agreement with the Kitsap County Conservation District, to provide agricultural and conservation support services, in the amount of \$48,000 annually in 2023 and 2024, and extend the agreement to December 31, 2024, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$48,000 Annually for 2023 and 2024.
Ongoing Cost:	N/A
One-Time Cost:	\$48,000 Annually for 2023 and 2024.
Included in Current Budget?	Yes

BACKGROUND: The City and the Kitsap Conservation District (KCD) share a common goal to promote best management practices (BMPs) to protect water quality, assist with agricultural impacts, and support the use of low impact development practices. The City has contracted with the Conservation District through an ILA since 2008 for services related to agricultural assistance, support, and conservation, including assistance in providing “farm plans” to meet the requirements of BIMC 18.09.030.

Typical referrals include aid to property owners seeking technical assistance in farm and livestock waste and management practices and establishing plans generally associated with conditional use and/or building development permits for managing properties in ways that do not degrade land or water. The Conservation District also promotes cooperative solutions between landowners to protect surface water bodies from potential sources of contamination caused by related agricultural land uses. Funds are only used if farm plan work is identified or requested as part of a land use approval process. As an example, in 2021 KCD helped 33

properties related to developing farm plans, 4 properties with BMP design, 3 properties with BMP installation, and performed ongoing GIS inventory and risk assessment of agricultural properties on the island. KCD has also been a wholesale provider of plants for use on capital projects and executed a contract for rain garden education, outreach, and design for the Watershed Assessment of Manzanita project in 2021-2022.

See the attached Amendment No. 2 to the Interlocal Agreement between City and the Conservation District. This amendment extends the term for two more years (2023-2024), increases the annual payment amount from \$43,950 per year to \$48,000 per year, and otherwise maintains the Agreement as it is currently.

ATTACHMENTS:

[Amendment No. 2 to ILA with Kitsap Conservation District for 2023-24.docx](#)

[Kitsap Conservation District Interlocal Agreement.pdf](#)

[Kitsap Conservation District ILA Amendment No. 1.pdf](#)

FISCAL DETAILS: \$48,000 annually for 2023 and 2024.

General Fund 50% - SSWM 50%

There is \$50,000 in budget appropriation in both 2023 and 2024 for this expenditure.

Fund Name(s): SSWM Fund

Coding:

**AMENDMENT NO. 2 TO
THE 2019-2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BAINBRIDGE ISLAND AND THE KITSAP CONSERVATION DISTRICT
REGARDING AGRICULTURAL ASSISTANCE, SUPPORT, AND CONSERVATION**

THIS AMENDMENT NO. 2 TO THE 2019-2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE KITSAP CONSERVATION DISTRICT REGARDING AGRICULTURAL ASSISTANCE, SUPPORT, AND CONSERVATION (“Amendment”) amends the above described Interlocal Agreement (“Agreement”) executed on December 10, 2018, by the City of Bainbridge Island, a Washington state municipal corporation (“City”), and the Kitsap Conservation District, a Washington state municipal corporation (“Conservation District”).

WHEREAS, the City and the Conservation District have had a contractual relationship for several years and the parties desire to continue that partnership; and

WHEREAS, the City and the Conservation District desire to extend the term of the current Agreement, and to increase and revise the annual reimbursement allowance as described in the scope of work, as set forth in this Amendment No. 2.

NOW, THEREFORE, the City and the Conservation District agree to amend the Agreement as follows:

1. Section 2 is hereby amended as follows:

2. Payment

The City shall reimburse the District only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. Costs shall be charged, and funds reimbursed, based upon cost categories as set forth in **Attachment A**.

The sum of the District’s reimbursement requests during the duration of this Agreement shall not exceed ~~Forty Three Thousand Nine Hundred Fifty Dollars (\$43,950)~~ Forty Eight Thousand Dollars (\$48,000) per year. The District may exceed line-item amounts, as established in **Attachment A**, in order to respond to the nature and number of requests received within a quarter. The anticipated (budgeted) and actual distribution of funds will be reported by the District quarterly and monitored by the City. Reimbursement requests shall be submitted once a quarter. The City reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this Agreement. The City shall reimburse the District within sixty (60) days of receipt of a properly executed District invoice.

2. Section 8.A. is hereby amended as follows:

A. Once executed by both parties, this Agreement shall become effective on December 31, 2018, and shall continue in full force until December 31, ~~2022~~-2024, unless sooner terminated by either party as provided below.

3. **Attachment A**, “Annual Scope of Work for Agricultural Technical Assistance Between the City of Bainbridge Island and the Kitsap Conservation District,” is hereby amended to increase the annual payment amount and otherwise revise the “Program Breakout” and “Proposed Budget” table at the end of **Attachment A** as set forth in Exhibit A to this Amendment.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

KITSAP CONSERVATION DISTRICT

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Exhibit A

The table below replaces in its entirety the “Program Breakout” and “Proposed Budget” table at the end of **Attachment A** to the Agreement, as follows:

Budget for Agricultural Technical Assistance Between the City of Bainbridge Island and the Kitsap Conservation District

Program Breakout	Proposed Annual Budget
Planner Budget	\$32,000.00
Fiscal Administration	\$800.00
WA Conservation Crew, Equipment rental	\$7,000.00
Overhead	\$8,200.00
TOTAL	\$48,000.00

* 42011593 @ 21,975 -
72431835 #21,975 -
#13,950 -

Vendor# 1802 Pri# 00871
Contract# 2190002
PO# Ret#
Org # Obj 551000
() Vendor () Vault () PW

**2019-2020 Interlocal Agreement Between the
City of Bainbridge Island and the Kitsap Conservation District
Regarding Agricultural Assistance, Support, and Conservation**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Bainbridge Island, a Washington State municipal corporation (“City”) and the Kitsap Conservation District, a Washington State municipal corporation (“District”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, there are currently approximately 1,424 acres of agriculture on Bainbridge Island; and

WHEREAS, the City is committed to preventing stormwater runoff pollution; and

WHEREAS, the District’s contribution of services assists the City in complying with its NPDES Municipal Stormwater Permit, implementing the Illicit Discharge Detection Elimination Program, and providing education and outreach on best management practices; and

WHEREAS, the District has the expertise and experience to provide Farm Plans to meet the requirements of BIMC 18.09.030 and provide assistance to agriculture and non-agriculture property owners regarding land management activities and their impacts on water quality; and

WHEREAS, the District is a non-regulatory agency and is not responsible for code compliance, but the District is experienced in working with “cooperating landowners” to complete required work; and

WHEREAS, the City and the District have a common goal to promote best management practices to protect water quality, provide education to land owners on agricultural impacts, and support the use of low impact development practices; and

WHEREAS, the City and the District desire to enter into an agreement and continue to work collaboratively in providing information and services to property owners that will protect water quality.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the District agree as follows:

1. SERVICES BY DISTRICT

The District shall perform such duties and services as are described in the scope of work attached hereto as **Attachment A**. All services funded under this Agreement shall be provided exclusively within the boundaries of incorporated City of Bainbridge Island. The District shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

PW Engineering
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**2019-2020 Interlocal Agreement Between the
City of Bainbridge Island and the Kitsap Conservation District
Regarding Agricultural Assistance, Support, and Conservation**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Bainbridge Island, a Washington State municipal corporation (“City”) and the Kitsap Conservation District, a Washington State municipal corporation (“District”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

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WHEREAS, the District has the expertise and experience to provide Farm Plans to meet the requirements of BIMC 18.09.030 and provide assistance to agriculture and non-agriculture property owners regarding land management activities and their impacts on water quality; and

WHEREAS, the District is a non-regulatory agency and is not responsible for code compliance, but the District is experienced in working with “cooperating landowners” to complete required work; and

WHEREAS, the City and the District have a common goal to promote best management practices to protect water quality, provide education to land owners on agricultural impacts, and support the use of low impact development practices; and

WHEREAS, the City and the District desire to enter into an agreement and continue to work collaboratively in providing information and services to property owners that will protect water quality.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the District agree as follows:

1. SERVICES BY DISTRICT

The District shall perform such duties and services as are described in the scope of work attached hereto as **Attachment A**. All services funded under this Agreement shall be provided exclusively within the boundaries of incorporated City of Bainbridge Island. The District shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. PAYMENT

The City shall reimburse the District only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. Costs shall be charged, and funds reimbursed, based upon cost categories as set forth in **Attachment A**.

The sum of the District's reimbursement requests during the duration of this Agreement shall not exceed Forty-Three Thousand Nine Hundred Fifty Dollars (\$43,950) per year. The District may exceed line item amounts, as established in **Attachment A**, in order to respond to the nature and number of requests received within a quarter. The anticipated (budgeted) and actual distribution of funds will be reported by the District quarterly and monitored by the City. Reimbursement requests shall be submitted once a quarter. The City reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this Agreement. The City shall reimburse the District within sixty (60) days of receipt of a properly executed District invoice.

3. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

The Chair of the Board of Supervisors for the Kitsap Conservation District, or his/her designee, shall represent the District in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of the City pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the District's representative.

4. PROGRESS REPORTING

The District shall produce quarterly and year-end reports summarizing the work performed and evaluating the performance and results of the work performed pertaining to this Agreement.

Progress reports shall include, but are not limited to, the following information:

- a. Status of annual work plan.
- b. A description of work performed during the period and progress made to date, including monitoring data or performance indicators that reflect effectiveness of the program elements as set forth in **Attachment A**.
- c. A description of any adverse conditions that have affected the program objectives and/or time scheduled, and actions taken to resolve these issues.
- d. Progress reports shall be submitted as follows: For each year, quarterly reports are due the closest workday to April 15, July 15, and October 15. A year-end report is due January 15.

- e. The year-end report shall contain a summary of major accomplishments realized during the year. This report shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the report.

5. INSPECTION AND AUDIT

The District shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the District shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The District shall preserve and make available all such books of account and records for a period of five (5) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the District shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

6. INDEPENDENT CONTRACTOR

A. The District and the City understand and expressly agree that the District is an independent contractor in the performance of each and every part of this Agreement. The District expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The District, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The District shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The District shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the District shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the District performs hereunder.

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The District agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The District shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

8. TERM AND TERMINATION OF AGREEMENT

A. Once executed by both parties, this Agreement shall become effective on December 31, 2018, and shall continue in full force until December 31, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the District pursuant to this Agreement shall be submitted to the City, and the District shall be entitled to just and equitable compensation as set forth in Section 2 for any satisfactory work or services completed prior to the date of termination.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The District agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error, or omission of the District, its officers, employees, or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the District under this Agreement.

B. In the event that the District and the City are both negligent, then the District's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the District, its officers, employees, and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the District under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the District. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the District's work when completed shall not be grounds to avoid any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. INSURANCE

The District shall maintain insurance as follows:

- Commercial General Liability as described in Attachment B.
- Professional Liability as described in Attachment B.
- Automobile Liability as described in Attachment B.
- None

The District shall comply with the provisions of RCW Title 51, Industrial Insurance. For the duration of this Agreement, the District shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW and shall maintain full compliance with Title 51 RCW.

11. SUBLETTING OR ASSIGNING CONTRACT

The District shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the District as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

KITSAP CONSERVATION DISTRICT

CITY OF BAINBRIDGE ISLAND



Chair, Board of Supervisors



Morgan Smith, City Manager

Date: 12/10/18

Date: 11/20/18

ATTACHMENT A

Annual Scope of Work for Agricultural Technical Assistance Between the City of Bainbridge Island and the Kitsap Conservation District

PURPOSE

The City of Bainbridge Island (“City”) currently has over 1,400 acres of agricultural lands. Many of these farms are required to establish and implement farms plans in accordance with provisions in the City’s Municipal Code. The City and the Kitsap Conservation District (the “District”) share a common goal to promote best management practices (“BMPs”) to protect water quality, provide education to landowners on agricultural impacts, and support the use of low impact development practices. Well-designed conservation practices increase farm productivity while protecting water quality and reducing soil erosion. The District has the expertise and experience to provide Farm Plans to meet the requirements of BIMC 18.09.030 and to provide assistance on land management activities and their impacts on natural resources. In providing these services, the District assists with compliance of the City’s Municipal Permit, including assistance with the Illicit Discharge Detection Elimination Program and education/outreach.

The City and the District desire to enter into this Agreement and continue to work collaboratively in providing information and services to property owners.

SCOPE OF WORK

The District will partner with the City to develop and accomplish the following tasks:

- Task 1- Respond to referrals
- Task 2 - Education and outreach
- Task 3 - Develop resource management plans (farm plans)
- Task 4 - BMP Design
- Task 5 - BMP installation
- Task 6 - BMP inspection and maintenance
- Task 7 - Inventory
- Task 8 - Administration and reporting

TASK 1 - RESPOND TO REFERRALS

Objective: Respond to and address water quality and fish and wildlife related referrals from the City and the Kitsap Public Health District (KPHD).

Scope:

- 1.1 Respond to referrals from the City. Requests may be generated from: 1) conditional use permits; 2) building permit processes that require farm plans and/or livestock waste management plans; 3) sites which may impact sensitive land areas including but not limited to aquatic critical areas; 4) grading permits associated with farming activity; and 5) stormwater issues for fish passage and barrier problems on private land.
- 1.2 Respond to referrals from the City's Department of Planning and Community Development to assist in the review of Retail Plans under the category Agricultural Activity when: 1) livestock are raised and/or maintained on the property; 2) livestock waste is being utilized on property as a soil amendment; and 3) additional assurances for surface water protection are necessary for year-round agricultural activities.
- 1.3 Respond to water quality and solid waste complaints on Bainbridge Island referred by the KPHD. The referrals may be water quality complaints, or a solid waste enforcement action associated with agricultural activity.
- 1.4 Respond to water quality and solid waste complaints referred by the City's Water Resources Program. These may be water quality complaints, solid waste enforcement actions associated with agricultural activity, or findings of an Illicit Discharge Detection and Elimination (IDDE) investigation.

TASK 2 - EDUCATION AND OUTREACH

Objective: Promote public knowledge of local natural resources and fish habitat issues. Maintain a Conservation District agricultural and natural resource educational program.

Scope:

- 2.1 Maintain effective working relationships with local media and community groups on Bainbridge Island. Submit articles to Bainbridge Island media involving local conservation issues and actions being taken by the District. Participate in selected Bainbridge Island public events.
- 2.2 Maintain a mailing list of Bainbridge landowners interested in agriculture, natural resource conservation practices, and fish and wildlife habitat. Publish and distribute the District's newsletters to Bainbridge Island residents who are on the District's mailing list.
- 2.3 Inform landowners of rain garden workshops conducted throughout the county. Technical specifications will be made available to the public through the WSU rain garden specification manual, District engineering and design staff, and through online sources. The District will provide additional outreach opportunities through the District's Annual Tree Sale, newsletters, and social media.

- 2.4 The District will maintain a program offering District speakers, sponsoring special interest events, and accepting invitations to make community presentations. The District will coordinate the development and maintenance of this program with the City, KPHD, WSU Extension, and other existing educational programs.
- 2.5 Identify and/or recommend resources (websites, local and national agencies, nonprofit groups, etc.) that publish materials or documents the City could potentially utilize for education and IDDE associated with agriculture.

TASK 3 - DEVELOP RESOURCE MANAGEMENT PLANS (FARM PLANS)

Objective: Protect surface water bodies from potential sources of contamination caused by agricultural-related land use. Provide technical services to landowners. Promote cooperative solutions. Facilitate federal, state, and local incentive programs.

Scope:

- 3.1 Offer farm-planning services that inventory existing conditions, evaluate resource needs, and recommend alternative farm management practices that protect humans and the quality of soil, water, animals, plants, and air.
- 3.2 Encourage and offer assistance regarding the preservation and enhancement of fish and wildlife habitat as part of the District's technical services. The District will stay apprised of Clean Water Act and Endangered Species Act regulations, threats, and associated action recommendations that may affect City residents.
- 3.3 Provide nutrient management plans for crop farms when: 1) livestock waste is utilized for nutrient application purposes; 2) livestock waste is generated or transported to a crop farm and will be stored and/or composted on site for later land application; and 3) an opportunity exists to demonstrate or model to the public for education purposes the storage and utilization of livestock waste as a component of sustainable agricultural land use.
- 3.4 As directed by the Clean Water Act, Endangered Species Act, and Farm Bill, the District will facilitate all programs and coordinate efforts with the Farm Services Agency (FSA), Natural Resources Conservation Service (NRCS), and U.S. Fish & Wildlife Service, as well as with state agencies including the Conservation Commission, Department of Ecology, Washington Department of Fish & Wildlife (WDFW), and the Puget Sound Partnership for the benefit of agriculture.
- 3.5 Assist landowners with the application process for eligible incentive and cost-share programs. These programs may include land that is in agricultural use or land that emphasizes fish and wildlife habitat issues.
- 3.6 Provide landowners technical assistance for LID practice designs and installations.

TASK 4 - BMP DESIGN

Objective: Provide agronomic and engineering design services that support natural resource protection in City watersheds. Provide designs for BMPs that meet USDA Natural Resources Conservation Service standards and specifications. Develop alternative cost-effective BMPs that are suitable for a specific site's needs and the financial needs of landowners. Provide landowners with rain garden designs.

Scope:

- 4.1 Deliver a completed design package to Bainbridge Island landowners with appropriate construction and material specifications included. Staff will maintain a direct presence with construction, project coordination, and implementation.
- 4.2 When existing NRCS standards and specifications are beyond the scope of a particular project site, staff will seek and/or develop alternative designs. On a site-specific basis, the District will utilize alternative design providers and coordinate design efforts with City and local consulting engineers.

TASK 5 - BMP IMPLEMENTATION AND INSTALLATION

Objective: Improve water quality and fish and wildlife habitat in Bainbridge Island watersheds by facilitating and assisting with the implementation of BMPs. Provide technical services to cooperators for implementation of farm management practices and habitat enhancement efforts. Offer contracted and/or volunteer labor forces for installation of BMPs. Coordinate joint installation. Provide technical support for rain garden installation.

Scope:

- 5.1 Assist cooperating landowners with supplies and materials lists for implementation of agricultural best management practices and provide on-site project management to oversee installation.
- 5.2 Assist with the processing of cost-share reimbursement or other incentive program components.
- 5.3 Whenever funding is available, contract annually for work crews with the Department of Ecology's Washington Conservation Corp (WCC) for the City. Offer WCC crews to District and partner agency project sites on Bainbridge Island.
- 5.4 Coordinate volunteer labor for the implementation of planting projects with the City's Watershed Council, local schools, and community groups.
- 5.5 Seek partnerships with the WDFW, Regional Fisheries Enhancement groups, local tribes, and other local agencies and community groups to combine efforts for project implementation.

- 5.6 Assist cooperating landowners with supplies and materials lists for implementation of rain gardens and other Low Impact Development/Green Stormwater Solutions (LID/GSS) and, if necessary, provide on-site project management to oversee installation.

TASK 6 - BMP INSPECTION AND MAINTENANCE

Objective: Determine the operational effectiveness of BMPs on water quality and habitat within the City. Monitor the operation and maintenance of installed BMPs. Demonstrate BMPs.

Scope:

- 6.1 Evaluate individual farm and habitat BMPs for operational efficiency and ease of maintenance. Provide follow-up assistance to landowners. Encourage landowners to maintain and monitor farm and habitat BMPs for maximum efficiency and seek to meet landowner needs for solutions to maintenance problems.
- 6.2 Use projects as demonstration sites for other potential cooperators or agencies.

TASK 7 – INVENTORY

Objective: Address non-point pollution caused by inadequate agricultural management practices. Identify, prioritize, and map agriculturally related property within the City.

Scope:

- 7.1 Update the existing inventory of agricultural properties annually.
- 7.2 As part of the inventory process, District staff shall prioritize inventoried sites based on their potential to pollute. Criteria include livestock proximity to surface water, livestock waste management, pasture condition, and other visual assessments. The District will follow-up with technical assistance services based on the prioritization. The District's priority list will be reevaluated annually.
- 7.3 Inventoried and prioritized properties will be entered into a GIS database based on the parcel's tax identification number. The database entries will be updated annually. The District will produce a GIS map, updated as necessary.
- 7.4 The District will provide an overlay of agricultural properties as well as fish barrier sites on a habitat refugia map based on the Kitsap County Fish Habitat Refugia Study.

TASK 8 - ADMINISTRATION AND REPORTING

Objective: To provide project management, including communication, submit billing invoices, and submit annual and progress reports.

Scope:

- 8.1 Project management efforts shall include conducting, coordinating, and scheduling project activities, including quality control.
- 8.2 Communication with the City shall be through email, consultation meetings, and phone discussions.
- 8.3 Billing invoices, progress reports, and supportive documentation shall be submitted to the City's Project Manager on a quarterly basis.
- 8.4 The District shall maintain all records throughout the duration of the Agreement and archive those records for an additional five years for audit purposes.

Program Breakout	Proposed Budget
Planner Budget	\$30,000.00
Fiscal Administration	\$1,000.00
WA Conservation Crew, Equipment rental	\$5,000.00
Travel	\$200.00
Overhead	\$7,750.00
Total	\$43,950.00

ATTACHMENT B

Based on the types of insurance identified in Section 10 of the Agreement, the following insurance coverage shall be maintained by the District pursuant to this Agreement:

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the District, its officers, employees, and agents:

- A. Automobile Liability Insurance with limits no less than \$ 1,000,000.00 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Before commencing work and services, the District shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. The City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of a deductible or self-insured retention shall be the sole responsibility of the District. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the District, and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies: (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the City; and (3) shall state that the City will be given at least 30 days' prior written notice of any cancellation, suspension, or material change in coverage.



Routing Cover Sheet

Instructions:

- Complete Section 1 and the relevant portion of Section 2
- Attach to document(s) requiring City Manager's signature/approval
- Route to Executive Admin

Section 1 (all)**General Information**

Originating Department: Public Works Division: _____

Document/Project Name: Kitsap Conservation District ILA

Document Type

Contract Agreement Change Order Amendment Other

Notes:

Section 2
DEPARTMENT INITIAL REVIEW AND ROUTING
(City Manager-Approved Contracts)

Dept. Manager/Supervisor: _____ Date: _____

Dept. Director: _____ Date: _____

EXECUTIVE

Routed to Exec Admin: 11/19/18 Date: _____

City Attorney: Reviewed with agenda
ROBBIE SEPLEY Date: 11/16/18
11/19/18

Corrections Needed? YES: NO: Date: _____

Corrected Version Approved: _____ Date: _____

City Clerk YES: NO: Date Sent: 11/16/18

PW GRANT INFO
State Grant
 Date Authorized by
 WSDOT/FWHA: _____
Federal Grant
 Date Authorized by
 WSDOT/FWHA: _____

Corrections:

CITY CLERK
(City Council – Approved Contracts)

Meeting Date: 11/13/18

City Clerk: CB

**AMENDMENT NO. 1 TO
THE 2019-2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BAINBRIDGE ISLAND AND THE KITSAP CONSERVATION DISTRICT
REGARDING AGRICULTURAL ASSISTANCE, SUPPORT, AND CONSERVATION**

THIS AMENDMENT NO. 1 TO THE 2019-2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE KITSAP CONSERVATION DISTRICT REGARDING AGRICULTURAL ASSISTANCE, SUPPORT, AND CONSERVATION ("Amendment") amends the above described Interlocal Agreement ("Agreement") executed on December 10, 2018, by the City of Bainbridge Island, a Washington state municipal corporation ("City"), and the Kitsap Conservation District, a Washington state municipal corporation ("Conservation District").

WHEREAS, the City and the Conservation District have had a contractual relationship for several years and the parties desire to continue that partnership; and

WHEREAS, the City and the Conservation District desire to extend the term of the current Agreement until December 31, 2022, and to keep the scope of work, payment amount, and all other provisions of the Agreement the same as is the case currently.

NOW, THEREFORE, the City and the Conservation District agree to amend the Agreement as follows:

1. Section 8.A. is hereby amended as follows:
 - A. Once executed by both parties, this Agreement shall become effective on December 31, 2018, and shall continue in full force until December 31, ~~2020~~ 2022, unless sooner terminated by either party as provided below.
2. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

KITSAP CONSERVATION DISTRICT

Date: 12/14/20

By: Albert Allpress

Name ALBERT ALLPRESS

Title CHAIR

CITY OF BAINBRIDGE ISLAND

Date: 12/10/2020

By: Ellen Schroer
Digitally signed by Ellen Schroer
DN: cn=Ellen Schroer, o=City of
Bainbridge Island, ou=Executive
Department,
email=eschroer@bainbridgewa.gov, c=US
Date: 2020.12.10 18:15:09 -08'00'

Morgan Smith, City Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Consider Approval of 2023 Lodging Tax Funding Recommendations Totaling \$350,000,

SUMMARY: In response to a request for proposals issued by the City in the Fall of 2022, the Lodging Tax Advisory Committee ("LTAC") received and reviewed proposals for funding from the Lodging Tax (Civic Improvement Fund) for activities in 2023. The LTAC reviewed 13 proposals totaling \$511,903 in funding requests. The LTAC funding recommendation totals \$350,000.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve the Lodging Tax Advisory Committee's 2023 funding recommendation of \$350,000 as included with this agenda item and authorize the City Manager to execute the associated funding agreements with recipient organizations.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[2023 LTAC Funding Recommendations - Final](#)

FISCAL DETAILS: There is \$350,000 of Budget appropriation in the 2023 Budget to fund these recommendations.

Fund Name(s):

Coding:



City of Bainbridge Island

**Recommendations for
2023 Civic Improvement Fund Expenditures
Lodging Tax Advisory Committee
November 2022**

**2023 Lodging Tax Advisory Committee (LTAC)
(Appointed by City Council on July 12, 2022)**

Joe Deets	(City Councilmember, Chair, Voting)
Brenda Fantroy-Johnson	(City Councilmember, Vice-Chair, Non-Voting)
Dominique Cantwell	(Eligible Recipient Organization Representative)
Ella Magal	(Eligible Recipient Organization Representative)
Maureen Daniels	(Eligible Lodging Business Representative)
Shannon Fitzgerald	(Eligible Lodging Business Representative)

Overview

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

In response to a Request for Proposals (RFP) issued by the City in September, the LTAC received 13 proposals for funding from the Civic Improvement Fund (CIF) for 2023 activities. The total amount requested was \$511,903. A complete proposal for each project reviewed by the LTAC is available on the City's website: [Lodging Tax Advisory Committee](#).

According to RCW 67.28.1816:

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

Eligibility

- Applicants seeking funding for capital expenditures for a tourism-related facility must be a municipality or a public facilities district created under Chapters [35.57](#) and [36.100](#) RCW.
- Applicants seeking funding for operating expenditures for a tourism-related facility must be a municipality or a public facilities district or be recognized by the Internal Revenue Service as a nonprofit under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6).
- Applicants, other than municipalities or a public facilities district, must be registered with the Washington Secretary of State as a Washington State Corporation.
- Individual persons are not eligible for funding.
- For-profit, private businesses are not eligible for funding.
- Proposals must comply with federal, state, and City of Bainbridge Island laws and requirements.
- Funding may be used for expenses incurred during January 1 – December 31, 2023. Funding requests for goods or services to be provided in 2023 or beyond calendar year 2023 will not be considered.
- Proposals from non-City organizations with a board member, officer, or staff member serving on the Lodging Tax Advisory Committee are not eligible for funding and will not be considered.
- Proposals involving special events, signs, building or construction, impacts to public property, or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities, and incorporated permit fees in the project budget.

Selection Criteria

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

Lodging Fund Project Evaluation – Basic Criteria

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

Recommended Funding

The committee recommended funding awards for 2023 are presented in the following table:

Organization	Project	Request	Recommended
Arts & Humanities Bainbridge	2023 Bridge Festival	37,000	24,700
Bainbridge Arts and Crafts	Off-Island Advertising	10,000	6,600
Bainbridge Island Chamber of Commerce	Multi-Platform Visitor Information Network	70,951	58,783
Bainbridge Island Downtown Association	Walking & Kiosk Maps; Online Consolidated Holiday Marketing	49,044	31,825
Bainbridge Island Historical Museum	Strategic Marketing Plan	25,000	12,800
Bainbridge Island Lodging Association	Destination Bainbridge 2023	76,300	60,860
Bainbridge Island Museum of Art	Cultural Programs & Festivals	20,000	13,400
Bainbridge Island Parks & Trails Foundation	Trail Maps & Trillium Trail Run	15,000	8,500
Bloedel Reserve	Seattle Bus Advertising	11,058	8,132
Kids Discovery Museum	Fam Jam	12,000	7,480
Visit Bainbridge Island	Destination Marketing Campaign	133,000	100,720
Visit Kitsap Peninsula	Maritime & Heritage Tourism Marketing Plan	30,000	4,000
Winery Alliance of Bainbridge Island	Wine on the Rock Events	22,500	11,000
	Totals	511,903	350,000



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Consider Approval of 2023-24 Human Services Funding Recommendations Totaling \$660,000,

SUMMARY: In response to a request for proposals issued by the City in the Fall of 2022, the Human Services Advisory Task Force (HSFATF) received and reviewed 14 proposals for activities in 2023-2024 totaling \$1,266,600. The HSFTAF recommends funding a total of \$660,000 over a two-year period.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve the Human Services Funding Advisory Task Force's 2023-2024 funding recommendation of \$660,000 as included with this agenda item and authorize the City Manager to execute the associated funding agreements with recipient organizations.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Human Services Funding Recommendation 2023-2024 - Final](#)

FISCAL DETAILS: There is \$330,000 in 2023 and \$330,000 in 2024 in budget appropriation to fund these recommendations.

Fund Name(s):

Coding:



City of Bainbridge Island

Recommendations for

2023-24 Human Services Funding

Human Services Funding Advisory Task Force

December 13, 2022

Human Services Funding Advisory Task Force (HSFATF)
(Appointed by City Council on August 9, 2022)

Brenda Fantroy-Johnson	City Councilmember, Co-Chair
Clarence Moriwaki	Deputy Mayor/Councilmember, Co-Chair
Becky Allen	Member
Lynn Beck	Member
Ron Birum	Member
Kimberly Garber	Member
Annette Maxson	Member
Jeff Steele	Member
Elizabeth Tomer	Member
Brittany Kirk	Facilitator
Brittany Kirk Nonprofit Consulting	

Recommended Funding

The Human Services Funding Advisory Task Force recommends the City Council approve the following awards for the two-year funding cycle, 2023-2024:

Organization Name	Project Title	Amount Requested	Total Award	Amount Per Year	% of Request Funded
Bainbridge Youth Services	General Operating	\$170,000	\$106,000	\$53,000	62%
Bainbridge Island Senior Community Center	General Operating	\$110,600	\$91,000	\$45,500	82%
Housing Resources Bainbridge	Homeownership Program	\$160,000	\$80,000	\$40,000	50%
Housing Resources Bainbridge	Independent Living Program	\$160,000	\$70,000	\$35,000	44%
Bainbridge Island Boys & Girls Club	General Operating	\$80,000	\$62,000	\$31,000	78%
Helpline House	Food Bank Program	\$70,000	\$60,000	\$30,000	86%
Island Volunteer Caregivers	General Operating	\$100,000	\$60,000	\$30,000	60%
Bainbridge Island Special Needs Foundation	General Operating	\$31,000	\$26,000	\$13,000	84%
Bainbridge Prepares	General Operating	\$50,000	\$25,000	\$12,500	50%
First Years Children's Center	General Operating	\$50,000	\$25,000	\$12,500	50%
Peacock Family Services	Tuition Assistance	\$25,000	\$25,000	\$12,500	100%
Kitsap Legal Services	General Operating	\$40,000	\$17,000	\$8,500	43%
Arms Around Bainbridge	General Operating	\$100,000	\$13,000	\$6,500	13%
Urbanist's Collective	General Operating	\$120,000	\$0	\$0	0%
		\$1,266,600	\$660,000	\$330,000	52%

**Estimated annual allocations for 2023 and 2024 were based on a close approximation to the applicant's requested amount for Year 1 and Year 2.*



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute Change Order No. 1 with Bainbridge Island Electric and Approve an Associated Budget Amendment for the Supervisory Control and Data Acquisition (SCADA) Water & Sewer Telemetry Upgrades Project (\$43,267.46 - including \$19,000 budget amendment; Water & Sewer Funds) – Public Works

SUMMARY: Staff is requesting authorization from the City Council to approve Change Order No. 1 with Bainbridge Island Electric for the SCADA Telemetry Upgrades project in the amount of \$43,267.46, as well as to approve a related budget amendment of \$19,000, thereby increasing the spending authority for this project.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute Change Order No. 1 with Bainbridge Island Electric in the amount of \$43,267.46 for the Supervisory Control and Data Acquisition (SCADA) Telemetry Upgrades project, in substantially the form as included with this agenda item, and approve a related budget amendment of \$19,000, thereby increasing the spending authority for this project.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$43,267.46
Ongoing Cost:	
One-Time Cost:	\$43,267.46
Included in Current Budget?	Yes

BACKGROUND: The SCADA Water & Sewer Telemetry Upgrades project includes demolition of old facilities and installation of new facilities at the following sites: Creosote Water Tank, Taylor Avenue Well, Ericksen pressure release valve (PRV), Ferncliff PRV, Lower Lovell Lift Station, Woodward Lift Station, Ferry Terminal Lift Station, Klickitat Lift Station, Island Terrace Lift Station, North Town Woods Lift Station, Lynwood Center Lift Station, and Sakai Lift Station.

Telemetry systems monitor water treatment processes, pumps, valves, and vents and measure the inflow and outflow of water and wastewater. Most importantly, the systems will warn operators if any critical elements of the City's water and sewer system are malfunctioning.

The original contract was awarded by the City Council at its June 8, 2021 meeting in the amount of \$196,903.05. Change Order No. 1 is for installation of additional hardware to convert to cellular service in the amount of \$43,267.46 bringing the revised contract amount to \$240,170.51. This proposed change order includes a budget amendment in the amount of \$19,000.

ATTACHMENTS:

[SCADA Change Order No. 1.pdf](#)

FISCAL DETAILS: The \$19,000 budget amendment is included in the 2022 3rd Budget Amendment included in Agenda Item AB-51-2022 included in this agenda packet with a \$11,000 increase to the Water fund and \$11,000 to the Sewer Fund.

Fund Name(s): Water Fund

Coding:



Change Order

SCADA Water and Sewer Telemetry Upgrades Project

City of Bainbridge Island
Public Works Department

ENGINEERING DIVISION

280 Madison Ave. N
Bainbridge Island, WA 98110
206.842.2016 Fax. 206.780.3710
pwadmin@bainbridgewa.gov

Change Order No. 1
Date 12/2/22

For City Use

CONTRACTOR:
Bainbridge Island Electric
20122 Viking Ave NW
Poulsbo, WA 98370

Vendor ID 50
Contract No. 2021059
Project No. Multiple. See below
Org/Obj. 72413434 / 663000 / 00818 - \$16,774.46
Org/Obj. 72423434 / 663000 / 00821 - \$26,493.00
PO # if applicable. 20210037

CHANGE ORDER DESCRIPTION: The contract is hereby revised as shown below and on any applicable attached detail, sheet, and work directives used to support this change order.

Item No.	Description	Unit	Unit Price	Bid Qty	Actual Qty	Total
WD1	Cell Antenna Install - 5 Sites	LS	\$21,700.00	0	1	\$21,700.00
WD2	Redesign of DSL to Cell Conversion	EA	\$735.00	0	5	\$3,675.00
WD3	Conduit Replacement at Creosote Site	LS	\$2,729.00	0	1	\$2,729.00
WD4	Replace Conductors at Woodward Site	LS	\$3,300.00	0	1	\$3,300.00
WD5	Replace Grounding at Creosote Site	LS	\$560.00	0	1	\$560.00
WD6	Add Second Cell Antenna and Relocate ISR Boxes - 4 Sites	EA	\$1,889.00	0	4	\$7,556.00
Total C/O:						\$ 39,520.00

	Amount	Sales Tax - if applicable	Total w/ Tax
Original Contract Amount:	\$ 180,645.00	\$ 16,258.05	\$ 196,903.05
Previous Change Order(s) Total:	\$ -	\$ -	\$ -
Current Contract Amount:	\$ 180,645.00	\$ 16,258.05	\$ 196,903.05
Net Change this Change Order:	\$ 39,520.00	\$ 3,747.46	\$ 43,267.46
New Contract Amount:	\$ 220,165.00	\$ 20,005.51	\$ 240,170.51

ck (3,747.46)

Contractors Acceptance: _____
Signature Printed Name/ Title Date

Prepared By: Chris Munter, PE, PMP _____
Date

Approved By: Blair King - City Manager _____
Date



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Professional Services Agreement with Accessology Too, LLC, for the Americans with Disabilities Act Transition Plan and Approve a Related Budget Amendment (\$109,033 Tax-Supported; including a \$47,148 Tax Supported Budget Amendment) – Public Works

SUMMARY: The City Manager is requesting authorization from the City Council to enter into a Professional Services Agreement with Accessology Too, LLC, for the Americans with Disabilities Act Transition Plan in the amount of \$109,033, and to approve a related budget amendment of \$47,148, thereby increasing the spending authority for this project.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute a professional services agreement with Accessology Too, LLC, in the amount of \$109,033 for the Americans with Disabilities Act Transition Plan, in substantially the form as included with this agenda item, and approve a related budget amendment of \$47,148, thereby increasing the spending authority for this project.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$109,033.00
Ongoing Cost:	N/A
One-Time Cost:	\$109,033.00
Included in Current Budget?	No

BACKGROUND: The Americans with Disabilities Act ("ADA") Transition Plan consists of Phase 1 of the ADA Self-Evaluation including ADA compliance review of select programs, activities, and website, along with select City buildings and associated parking lots/pedestrian paths of travel, parks and associated parking lots/pedestrian paths of travel, and public rights-of-way sidewalks and associated curb ramps. The location area is island-wide.

Once the level of compliance evaluated in Phase I is completed, a future implementation plan will be required to address any system deficiencies.

The City solicited Requests for Proposals (RFP) for ADA Transition Planning project design services through the Municipal Research Services Center Consultant Roster. City staff interviewed Accessology Too, LLC, as the one firm responding to the RFP, and they were selected as this most qualified consultant.

A tax-supported budget amendment of \$47,148 will be needed to support the ADA Transition Plan project. Upon Council approval, a proposed budget amendment will be included in the third quarter budget adjustment reporting for 2022.

ATTACHMENTS:

[ADA Transition Plan PSA - Accessology Too LLC.docx](#)

FISCAL DETAILS: 2022 Budget includes \$61,885 American Rescue Plan Act Funds; a tax supported budget amendment of \$47,148 is required and included in the 2022 3rd Budget Amendment in Agenda Item AB-515-2022 included in this agenda packet.

Fund Name(s): General Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Accessology Too, LLC, a Texas Limited Liability Corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with the project to prepare the Americans with Disabilities Act (“ADA”) Self-Evaluation and Transition Plan for the City of Bainbridge Island, Washington. The project will consist of an ADA compliance review of City programs, services, and activities, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps, paved and unpaved pedestrian trails, pedestrian bridges, and public rights-of-way sidewalks and associated curb ramps. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not “safe harbored” into compliance will be provided. An ADA Transition Plan will be developed which will formally document tasks and associated findings outlined in this Scope of Services; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2023, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of One Hundred Nine Thousand Thirty-Three Dollars and No Cents (\$109,033.00).

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment, nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax,

assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, gender identity, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the negligent or alleged negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned, or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: Accessology Too, LLC
 1407 W University Drive
 McKinney, TX 75069
 Attention: Kristi Avalos

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

ACCESSOLOGY TOO, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT B SCOPE OF SERVICES

Task 1 – Project Management

1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 12-month duration.

1.2 The Consultant will prepare monthly progress reports for the duration of the project.

1.3 The Consultant will participate in up to 12 monthly status calls with the Client to discuss the project for the duration of the project (30-minute calls).

Task 1 Deliverables: Monthly invoices with progress reports.

Task 2 – Virtual Project Kick-off Meeting

2.1 The Consultant will meet with Client staff representing major program areas and orient them to the process that will be used to develop the Client's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with Client staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour, virtual meeting).

Task 2 Deliverables: Summary of action items from meeting.

Task 3 – Programs, Services, and Activities Review

Written notice to proceed will be provided by the City prior to commencing work for **Task 3**.

3.1 The Consultant will evaluate the current level of program, service, and activity accessibility by reviewing information available on the City's website and by administering program questionnaires and/or conducting in-person interviews as necessary with City staff to evaluate current City status regarding ADA requirements. These questionnaires will assist in evaluating current City status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, effective communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures. The boards, commissions, committees, and departments that will be evaluated will be determined based on the available budget for this task. The Consultant will provide prioritization recommendations to the City as to what will be evaluated within the provided budget.

3.2 Policies, Procedures, and Guidance Review. The Consultant will evaluate City policies, procedures, and guidance for consistency with current accessibility requirements and standards. The policies, procedures, and guidance that will be evaluated will be determined based on the available budget for this task.

3.3 Document Review. The Consultant will evaluate City documents for consistency with current accessibility requirements and standards. The documents that will be evaluated will be determined based on the available budget for this task.

3.4 Forms, Applications, and Checklist Review. The Consultant will evaluate City forms, applications, and checklists for consistency with current accessibility requirements and standards. The forms, applications, and checklists that will be evaluated will be determined based on the available budget for this task.

3.5 Video Review. The Consultant will evaluate City videos for consistency with current accessibility requirements and standards. The videos that will be evaluated will be determined based on the available budget for this task.

3.6 Employment Practice Review. The Consultant will review City employment practices for compliance with Title I of the ADA. The employment practices that will be evaluated will be determined based on the available budget for this task.

3.7 Ordinance Review. The Consultant will review City ordinances for consistency with current accessibility requirements and standards. The ordinances that will be evaluated will be determined based on the available budget for this task.

3.8 Emergency Management Document Review. The Consultant will review City emergency management documents for consistency with current accessibility requirements and standards. The emergency management documents that will be evaluated will be determined based on the available budget for this task.

3.9 Design Standards Review. The Consultant will review City design standards for consistency with the 2010 ADA Standards for Accessible Design and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). The design standards that will be evaluated will be determined based on the available budget for this task.

Task 3 Deliverables: Deliverables for **Task 3** will be specified in the written notice to proceed based on selected scope. Included with the deliverables, the Consultant will provide recommendations for specific changes, as well as a priority list of items to be corrected.

Task 4 Website Review

4.1 Webpage/PDF review (12 webpages/PDFs).

4.2 The Consultant will prepare a detailed analysis report.

4.3 The Consultant will prepare for and attend up to one (1) virtual meeting with Client staff to review the analysis report and answer staff questions (2-hour, virtual meeting).

Task 4 Deliverables: Detailed analysis report that includes screenshots, code samples, and remediation code.

Task 5 – Facilities Review

5.1 The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed in **Tasks 5.1.1.1 – 5.1.1.4** will be based on the federal ADA Standards for Accessible Design and access-related state and local standards that were applicable at the time of construction. The evaluation forms for facilities listed in **Tasks 5.1.1.5 – 5.1.1.6** will be based on the 2011 PROWAG and applicable access-related state and local standards. All field data will be compatible with the Client’s existing Geographic Information System (GIS). The Consultant will provide up to two (2) hours of in-field evaluation discussions with Client staff. In-field discussions will occur during the scheduled field evaluations.

5.1.1 Facilities Listing

5.1.1.1 Buildings and Parking Lots – The following building(s) will be evaluated.

Location Name	Property Address	Sq. Ft.
1. City Hall (2 floors)	280 Madison Avenue North	~30,000

Building evaluations are limited to all common-use spaces, including common-use spaces located in employee-only areas. Areas used only by employees as work areas will not be evaluated.

All on-site building sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will be evaluated.

5.1.1.2 Parks and Parking Lots

Location Name	Size (Ac.)	Property Address
1. Waterfront Park	5.5	301 Shannon Drive SE
<i>Four toilets, including one shower</i>	---	
<i>1,736 LF of pedestrian paths</i>	---	
2. Strawberry Cannery Park	25	7666 NE High School Road
<i>Dirt/gravel trails, benches, parking lot</i>	---	
3. Pritchard Park	50	4192 Eagle Harbor Drive NE
<i>Dirt trails, benches, tile-covered beach viewpoint, parking lot, portable restroom</i>	---	

All curb ramps, ramps, stairs, pedestrian bridges, and other paths of travel required to be ADA compliant along this sidewalk will be evaluated.

5.1.1.3 Paved Trails – The following trails will be evaluated.

Name	Location	Length (ft)	Width (ft)	Construction Material
1. Sound to Olympics Trail	Highway 305 - Winslow to Highschool Road	3,450	10-12	asphalt concrete pavement
2. Moji North	Strawberry Place	160	10	asphalt concrete pavement
3. Waterfront Park trail	Shannon to Harborview across bridge	436	7	asphalt concrete pavement

5.1.1.4 Unpaved Trails – Up to 5 Miles of Trails will be evaluated.

Name	Location	Construction Material
1. Sportsman Club Phase I	New Brooklynn to Sportsman Club Pond	1/4" crushed rock
2. Sportsman Club Phase II	Sportsman Club Pond to High School Road	1/4" crushed rock
3. Shepard Trail	Grow Avenue to Cosgrove Street	3/4" crushed rock
4. City Hall Trail	Madrona to City Hall	wood chips
5. Ihland	Ihland to N. Madison Avenue	3/4" crushed rock
6. Moji South	Village Circle	3/4" crushed rock
7. Leslie Landing	Winslow Way West to Shepard Way	3/4" crushed rock
8. Gowen Trail	Gowen to Eakin	Wood Chips
9. Eakin Trail	Eakin to Weaver	Wood Chips
10. Bjune Trail	Bjune to N. Madison Avenue	3/4" crushed rock
11. Waterfront Park Trails	Within Waterfront Park	3/4" crushed rock
12. Waterfront Park Rowing Club trail	From Rowing Club to Bjune	3/4" crushed rock + stairs
13. Curtis Loop Trail	Curtis Loop to Cave Avenue	3/4" crushed rock
14. Sakai Loop Trail	Madison Ave. N. to Sakai Loop	dirt/grass
15. Mandus Olsen	Mandus Olsen	3/4" crushed rock

Name	Location	Construction Material
16. Lovegreen/N.Madison Ave.	Viewcrest to N. Madison Avenue N.E.	3/4" crushed rock
17. Minnie Rose Lane	Miller to Minnie Rose Ln.	1/4" crushed rock
18. Lovegreen Woods Trails		1/4" crushed rock
19. Pritchard Park	Parking Lot to Parking Area	3/4" crushed rock
20. Homestead Apartments	Knechtel to Madrona	3/8" crushed rock
21. Sportsman Club Trail	High School Road to Finch	3/4" crushed rock
22. Winslow Grove Trail	Finch Road to Weaver Road	3/4" crushed rock

Unpaved trail evaluations include accessible parking spaces or other arrival points serving the trailhead and accessible elements, spaces, and facilities provided within the trailhead. On-trail amenities will not be evaluated.

5.1.1.5 Sidewalk Corridors – Up to 5 linear miles of sidewalks will be evaluated.

5.1.1.6 Unsignalized Intersections and Driveways

Unsignalized intersections and driveways along the sidewalk in **Task 5.1.1.5** will be evaluated. The Consultant estimates this task will consist of the evaluation of up to 35 intersections and up to 100 driveway and cross street curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

Task 5 Deliverables:

- Field work data in GIS format with associated metadata, compatible with the Client’s GIS system.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility and include the following:
 - Listing of facilities that are not in compliance with ADA requirements.
 - Possible solutions to resolve non-compliance issues for each facility.
 - Prioritized list of improvements using criteria developed by the Consultant.
 - “Cost report” that assigns conceptual budget estimates to each possible solution. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that

- proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. The Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- Pay item descriptions, units, and unit prices for facilities listed in **Tasks 5.1.1.1 – 5.1.1.6** will be provided by the Client based on recent projects and pay item estimates. Changes to the pay item units after project commencement will be considered Additional Services.
 - Photolog summary for each facility.
 - The compliance status and possible solutions for facilities listed in **Tasks 5.1.1.1 – 5.1.1.4** will be based on the federal ADA Standards for Accessible Design and access-related state and local standards that were applicable at the time of construction. The compliance status and possible solutions for facilities listed in **Tasks 5.1.1.5 – 5.1.1.6** will be based on the 2011 PROWAG and applicable access-related state and local standards.

Task 6 – Transition Plan Development

The Consultant will coordinate with Client staff in developing the Transition Plan as follows:

6.1 ADA/504 Coordinator. The Consultant will work with the Client to define the role and responsibilities of the ADA/504 Coordinator. The ADA Liaison Committee will also assist in designating the ADA/504 Coordinator for the City.

6.2 Grievance Policy and Procedure. The Consultant will assist the Client to develop an ADA grievance policy, procedure, and complaint form for Title II.

6.3 ADA Notice. The Consultant will assist the Client to develop an ADA Notice.

6.4 Prioritization Criteria. The Consultant will recommend criteria for prioritizing identified accessibility improvements.

6.5 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, or other exceptions and exemptions as stated in the applicable accessibility standards.

6.6 Budget. The Consultant will assist the Client to develop a multi-year budget needed for accessibility improvements. Possible funding sources to achieve compliance will be provided. It will be the Client's responsibility to confirm the City's eligibility for each funding source. The Consultant will develop an ESRI dashboard for viewing project data, including cost and priority.

6.7 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the Client. The plan will consist of:

- Executive summary which will describe the project purpose, process, and most significant findings;
- Summary and detailed findings of Self-Evaluation; and
- A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

6.8 Final Transition Plan. The Consultant will address one (1) round of comments from Client staff to prepare a Final ADA Self-Evaluation and Transition Plan for the Client.

Task 6 Deliverables:

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats.
- Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.
- ESRI Dashboard for viewing project data, including cost and priority.

Task 7 – Virtual Staff Training

7.1 The Consultant will conduct up to eight (8) hours of virtual staff training on topics provided in **Attachment A**. The Consultant will prepare for and host all staff training (“Training”) in Zoom. The Client may invite any non-employees to attend the trainings who are essential to the design, construction, and/or operation of the City of Bainbridge Island. Essential personnel are any individuals contracted to provide services for the City of Bainbridge Island and who the Client deems necessary to receive the Training because of the essential services they provide.

The Client may request the Training be recorded for the purpose of training any staff or essential personnel. Upon execution of a license agreement, the Consultant will provide a link to the recording for 90 days. Access to the recording longer than 90 days will be considered Additional Services.

Task 7 Deliverables: Link to the Training recording.

Task 8 – Meetings (2 in person, 4 virtual)

8.1 Virtual Progress Meetings. The Consultant will assist the Client in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. The Consultant will prepare for and attend up to two (2) virtual progress meetings with Client staff and the newly created ADA Liaison Committee. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour, virtual meetings).

8.2 Virtual Programs, Services, and Activities Review Coordination Meeting. The Consultant will prepare for and attend up to two (2) virtual coordination meetings with Client staff and the ADA Liaison Committee to discuss and finalize the list of programs, services, and activities to be reviewed under **Task 3**. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (1-hour, virtual meetings).

8.3 External ADA Advisory Committee Meetings

8.3.1 The Consultant will assist the Client in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by compiling a list of local disability organizations and their contact information.

8.3.2 The Consultant will prepare for and attend up to one (1) in-person meeting with Client staff and the newly created ADA Advisory Committee to describe the process, timeline, and expectations associated with this project, as well as receive any general input the committee may provide. The Consultant will produce meeting materials (PowerPoint presentation, public access survey, and WikiMap) and prepare a summary of action items resulting from the meetings (1-hour, in-person meeting).

The City will be responsible for contracting for all effective communication services, including, but not limited to, sign language, interpreting, and captioning services. Any request for the Consultant to contract and coordinate directly with effective communication service providers will be considered additional services.

8.4 Council Meetings. The Consultant will prepare for and attend one (1) in-person Client Council meeting. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour, in-person meeting).

Task 8 Deliverables:

- Summary of action items from each meeting.
- List of local disability organizations and their contact information in Excel format.
- Electronic copies of meeting presentations.
- Public access survey in SurveyMonkey.
- WikiMap showing existing City facilities.

Task 9 – Public Outreach

9.1 Public Access Survey

Travel and Expenses

Our total estimated expenses and travel fees for all tasks and meetings is \$8,370 but will be presented with actual receipts and proper documentation.

Total Fee and Billing

The Consultant will perform the services in Tasks 1 - 9 on a labor fee plus expense basis with the maximum fee shown below.

Task 1 - Project Management		\$12,308
Task 2 - Virtual Project Kick-off Meeting		\$4,145
Task 3 - Programs, Services & Activities Review & Public Outreach		\$12,715
Task 4 – Website Review		\$3,675
Task 5 – Facilities Review		\$30,760
Buildings & Parking Lots	\$3,495	
Parks & Parking Lots	\$11,360	
Paved Trails	\$3,650	
Unpaved Trails – Up to 5-miles	\$3,370	
Sidewalk Corridors – Up to 5 linear miles	\$3,940	
Unsignalized Intersections & Driveways	<u>\$4,945</u>	
	\$30,760	
Task 6 – Transition Plan Development		\$17,355
Task 7 – Staff Training		\$5,010
Task 8 – Meetings (2 in-person, 4 virtual)		\$10,255
Task 9 – Public Outreach		\$4,440
Expenses		\$8,370
Maximum Fee		\$109,033

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation and reporting of facilities not listed in **Task 5**;
- Evaluation of areas used only by employees as work areas;
- Providing printed copies of Appendices.

Additional Services

Any services not specifically provided for in the above scope will be addressed via a mutually agreed upon and written Amendment or Amendments to this Agreement and will be billed as additional services and performed at our then current hourly rates.

Hourly Rates as of November 15, 2022

Project Manager	Project Specialist	Field Technician	Administration
\$225.00	\$175.00	\$125.00	\$90.00

Schedule

The Consultant will provide its services as expeditiously as practicable and work with the Client to develop a mutually agreeable schedule based on the milestones below.

Task 1	Project Management	12/31/2023
Task 2	Virtual Project Kick-off Meeting	1/31/2023
Task 3	Programs, Services and Activities Review & Public Outreach	6/30/2023
Task 4	Website Review	6/30/2023
Task 5	Facilities Review	6/30/2023
Task 6	Transition Plan Development	7/31/2023
Task 7	Staff Training	12/31/2023
Task 8	Meetings (2 in person, 4 virtual)	12/31/2023
Task 9	Public Outreach	10/31/2023

Attachment A Staff Training Topics

ADA Overview for Title II Entities: (4 hours)

The 2010 ADA Standards for Accessibility went into effect on March 15, 2012. Learn the requirements, how these requirements differ from existing codes, and how to incorporate ADA compliance into your agency's master plan. This class is essential for designers and engineers of buildings, facilities, infrastructure, and parks for your agency.

Understanding ADA Requirements and Transition Plan Development for Title II Entities: (8 hours)

This interactive class is designed to address your agency's Title II requirements for developing an ADA Transition Plan. This includes covering topics such as your agency's requirements for programs, services, policies, procedures, HR issues, and emergency preparedness, as well as the technical requirements for buildings, parks, sidewalks, and Public rights-of-way. This class is one of the best 'well-rounded' ADA trainings available.

Understanding ADA Requirements and Transition Plan Development – University Edition: (8 hours)

Universities are unique entities. They are like small cities with all the requirements a city has, yet the departments are operated separately and often do not often work together to resolve issues. Every building, sidewalk, intersection, program, service, and activity that the entity offers is required to comply, and an ADA transition Plan is required. This course lays the foundation of what a university is required to do to comply with the ADA and 504 regulations.

ABA Overview for Title II Entities: (8 hours)

Buildings or facilities that were designed, built, or altered with federal funding or leased by federal agencies after August 12, 1968, must comply with the Architectural Barriers Act (ABA). This course is a comprehensive ABA overview for Title II entities. Included is a review of the legal authority, ABA Standards, Outdoor Developed Areas, Emergency Transportable Housing, the differences between ABA and ADA Standards, and the technical requirements for compliance.

ADA Exteriors & PROWAG: (4□8 hours)

This workshop helps design and construction professionals understand PROWAG (Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way) and how it addresses accessibility differently than the ADA Standards. Learn why PROWAG is considered a "best practice" for exteriors and how to adopt it for use in your jurisdiction. This course will also cover the technical design requirements of curb ramps and sidewalks, differentiate between maintenance and alteration activities and what this means for compliance, and discuss ways to achieve compliance with difficult site constraints.

Maintaining Access: (2□4 hours)

The law requires entities to maintain accessible features and maintenance staff are on the front lines in achieving access compliance. Staff will learn to identify problem areas, such as moving furniture, repairs, and landscaping issues, before they become hazards and know how to mitigate them. Taking into consideration that staff often have limited resources, the training will focus on

increasing the knowledge of requirements and liabilities instead of augmenting staff or increasing budgets.

Accessible Recreational Facilities (Parks & Rec): (2-8 hours)

A park can be almost anything. It can be as small as a green space or as large as a theme park. But regardless of its size, it is required to be accessible, and accessibility can be challenging. This class is designed to highlight the nuances parks may have and detail the requirements for accessibility. Whether the park has water features, sporting options, hike/bike trails, or amusement rides, accessibility will be needed to serve all patrons.

- The 2-hour class will focus on city/sports venues, playgrounds, and water features (pools, spas, splash pads).
- The 4-hour class will also include larger parks and more detail on hike/bike trails, beaches, and water sports like boating, rafting, etc.
- The 8-hour class will include more detail for all features listed above as well as cover amusement rides, park structures, and miscellaneous park amenities.

Public Accommodations and Commercial Facilities (Title III): (2-3 hours)

Title III of the Americans with Disabilities Act (ADA) prohibits discrimination based on disability in commercial facilities and places of public accommodations. Learn how to design for accessibility that meets required code compliance, improves inclusion for all abilities, and reduces your entity's risks for litigation.

Residential Accessibility – Designing for Multi-Family Housing: (8 hours)

Multi-family housing must comply with various civil rights laws and regulations including the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA). Ignoring these requirements puts your entity at great risk for litigation as private lawsuits from local citizens and large settlement agreements from the United States Department of Justice (DOJ) continue to rise. It can also be a costly fix if improperly designed and constructed. This course will cover in-depth accessibility and construction standards applicable to multi-family housing projects.

Emergency Management – How to Include and Protect Citizens with Disabilities: (2-4 hours)

If your agency's emergency plan for citizens with disabilities is just a blanket statement "and we will assist those with disabilities," then this class is for you! Does your agency and your citizens know where the accessible sheltering facilities are located that include accessible features? Does your agency know what to have on stock in shelters specifically for citizens with disabilities? Does your agency know what to do if someone has a service animal? How does your agency plan to communicate with citizens during an emergency and does your agency already have a list of interpreters and translators "on-call" for such events? Come learn the answers to these questions and more as we guide you through the process of developing your agency's emergency plan for the inclusion of citizens with disabilities.

First Responders – Serving Citizens with Disabilities: (2-4 hours)

This training is specific to first responders (fire departments, law enforcement, and other emergency responders) that interact with customers with disabilities. Communication is critical to mitigating a situation and protecting the public. Whether your agency's staff is just trying to

gather information from an eyewitness or need to detain and interrogate a suspect, knowing ways to interact and communicate with those of varying disabilities can improve the outcome and safety for everyone. Learn what your agency is required to provide under the ADA as well as techniques for communicating with citizens who have impairments or disabilities such as cognitive, mobility, visual, hearing, speech, or sensory.

Orientation for ADA Liaison Teams: (2□4 hours)

Staff will receive training on how to review and evaluate existing policies and procedures for the Self-Evaluation process, which is a requirement under Title II of the ADA. This training will also assist staff in developing a work plan to improve access for persons with disabilities based on the findings and recommendations discovered during the Self-Evaluation process. The focus of this training is evaluating policies and practices to ensure non-discrimination from department to department.

Disability Employment Training for Human Resources, Staff, and Managers/Supervisors: (2□4 hours)

Learn who is covered by disability civil rights laws, what employment elements are covered, and how to meet your agency’s responsibilities in an “interactive process.” Achieving an interactive process is broken down into five steps to efficiently meet reasonable accommodation requests. Attendees will be able to differentiate between essential and marginal functions of the job. Defining the job in precise terms assists in the job selection process, providing reasonable accommodations, and in the evaluation of staff. Also covered will be special problems during employment.

Customer Contact Overview – Serving Customers with Disabilities: (2□4 hours)

This training provides an overview of the access criteria and requirements mandated for state and local government staff interacting with the public, and best practices for sensitive and respectful interactions. Communication topics include correct language and etiquette, appropriate use of terminology, and dealing with service animals in public places. The training concludes with a brief overview of maintaining accessibility for people with disabilities.

ADA and Public Transportation: (2□4 hours)

This class covers Part 27 and the Federal Transit Administration’s oversight requirements for both public and para-transit systems. This class will focus on the requirement for accessible vehicles, the standards for the vehicles and the programmatic issues required to ensure the system is accessible and usable by all the citizens the program serves.

Telecommunications – Removing the Mystery (Title IV): (2□4 hours)

It is important to understand how advancements in technology impact people with disabilities. This training provides an understanding of Title IV of the ADA and the FCC requirements for providing compliant services to people with speech and hearing impairments.

The extended training on this topic also covers the requirements of Section 508.

Title V Miscellaneous Provisions: (2□4 hours)

Title V includes miscellaneous provisions that apply broadly across all the other titles. Many of these provisions, some of which are found nowhere else in the law itself, are a result of

interpretations by various federal agencies that issue regulations implementing the other titles of the ADA. This class covers the significant elements of Title V and how it applies to businesses and agencies.

Custom Access Training: (2-8 hours)

Do you not see the training that your agency needs? We will design a custom training. The training can specialize in a specific category, like healthcare or schools, or we can provide fully interactive training that ensures attendees learn the specific topic needed. Your agency will approve class materials and outline before the final development and again once the training is complete.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Publish a Request for Qualifications (RFQ) for the 2024 Comprehensive Plan Periodic Update

SUMMARY: The City is required to complete a Comprehensive Plan Periodic Update by the end of 2024. Consultant support is necessary for a project of this scale. The attached RFQ outlines the requirements the consultant will be expected to complete. The RFQ will be published in a variety of locations, including: Bainbridge Island Review, Seattle Daily Journal of Commerce, MRSC Small Works Roster, and the American Planning Association.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: Authorize the City Manager to publish a Request for Qualifications for the 2024 Comprehensive Plan Periodic Update.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: More information regarding Comprehensive Plan Periodic Updates can be found here: <https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>

ATTACHMENTS:

[RFQ - 2024 Comprehensive Plan Periodic Update](#)

FISCAL DETAILS: These consultant services will be primarily funded from the \$125,000 grant (state funds) that has been awarded to the City from the Washington State Department of Commerce. The final consultant contract and budget will require Council approval in 2023.

Fund Name(s): General Fund

Coding:

2024 COMPREHENSIVE PLAN PERIODIC UPDATE

The City of Bainbridge Island is soliciting detailed statements of qualifications from consultant firms with experience and expertise in Comprehensive Plan Periodic Updates.

Description of Services

The City of Bainbridge Island is a fully planning jurisdiction under the Washington State Growth Management Act (GMA). The selected consultant will work with City staff, City Council, and the community at large in completing the Comprehensive Plan Periodic Update by December 31, 2024. The selected consultant will be expected to have well-documented qualifications related to:

- Principles of comprehensive planning as required under the GMA
- Community engagement (online and in-person)
- Plan integration, including the following:
 - Winslow Subarea Plan (in progress)
 - Housing Action Plan (in progress)
 - Sustainable Transportation Plan
 - Climate Action Plan
 - Ongoing City equity work
 - Utility System Plans
 - Groundwater Management Plan (in progress)
 - Special Purpose District Comprehensive Plans and Capital Facility Plans
- Consistency review requirements, including:
 - Internal consistency
 - Kitsap Countywide Planning Policies
 - Vision 2050 (Multi-County Planning Policies)
- Coordinating capital facilities planning process
- Preparation of the Comprehensive Plan and implementing regulation amendments
- State Environmental Policy Act (SEPA) review
- The adoption process including City Council/Planning Commission, Puget Sound Regional Council (PSRC) certification process, and appeals process

Schedule

Per WAC 365-196-610, the City is required to adopt the Comprehensive Plan Periodic Update by December 31, 2024. Consultant services may continue beyond this deadline for post-adoption activities. The schedule for consultant selection and contract execution is shown below. The consultant should provide a schedule that shows adoption by December 31, 2024.

Qualifications Due	January 30, 2023
Finalists Selected	week of February 6, 2023
Finalists Interviewed	week of February 20, 2023
Consultant Selected	week of February 27, 2023
Contract Executed	Approx. April 11, 2023
Plan adoption	December 19, 2024

If you are interested in pursuing this project, we invite you to submit a statement of qualifications.

The deadline for this RFQ is 4 PM, January 30, 2023, Pacific Standard Time. No faxed, telephone or hardcopy proposals will be accepted.

1. Requirements for Qualifications Responses

- Identify each person involved with the project team including technical partners, and briefly describe their respective roles, including:
 - Information regarding the team member's experience and qualifications.
 - Resume of key team members.
 - Description of how the team will be organized and led.
- Identify the project lead and their relationship to other members of the team.
- Describe the consultant's relevant project experience with similar projects. Projects described must illustrate the consultant's experience with preparing comprehensive plan updates.

2. Evaluation Criteria

Evaluation of RFQ responses will be based upon the following:

- Success in developing similar projects
- Quality of representative projects
- Qualifications of project team and key project managers
- References

3. General Provisions and Conditions

The City reserves the right to:

- Reject any and all responses.
- Waive minor irregularities in a response.
- Cancel, revise, or extend this solicitation.
- Request additional information on any response beyond that required by this RFQ.
- Have the final decision on the selection.
- Modify the timeline and to issue addenda to this document.

4. Submission Requirements

Interested consultants must submit a PDF file of the response to the RFQ to the project contact listed below. The City will become owner of all submitted materials and will not pay any costs related to any responses to the RFQ.

All consultants must demonstrate compliance with the City's insurance requirements at the time of contract approval and obtain a City Business License.

5. Contact Information

Peter Best, MMA – Senior Planner

206-780-3719

pbest@bainbridgewa.gov

City of Bainbridge Island

Department of Planning and Community Development

208 Madison Ave N

Bainbridge Island, WA 98110

Title VI Notice: The (Local Agency) 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. For more information, contact the City Clerk's office at 206.842.2545 and/or cityclerk@bainbridgewa.gov.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Grant Agreement with Washington State Department of Commerce relating to the 2024 Comprehensive Plan Periodic Update in the amount of \$62,500 for 2023

SUMMARY: The City is mandated under the Growth Management Act (GMA) to complete a Comprehensive Plan Periodic Update by December 31, 2024. The State Legislature allocated funding through the Washington State Department of Commerce to support this work. On September 13, 2022, the City Council authorized the City Manager to apply for the 2024 Comprehensive Plan Periodic Update grant. The total for the 2-year update project is \$125,000. For the 2023 year, \$62,500 is being made available to the City by Commerce.

AGENDA CATEGORY: Contract

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: Authorize the City Manager to execute a grant agreement with Washington State Department of Commerce relating to the 2024 Comprehensive Plan Periodic Update in the amount of \$62,500 for 2023.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	62,500
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: See attached memo.

ATTACHMENTS:

[Grant Agreement](#)

FISCAL DETAILS: This agreement is for first year funding (\$62,500) of the 2-year grant (totaling \$125,000) awarded to the City. A separate agreement will be made for the second year funding (\$62,500). There is \$62,500 in budget appropriation in 2023 for these expenditures.

Fund Name(s):

Coding:



Interagency Agreement with

City of Bainbridge Island

through

Growth Management Services

Contract Number:

23-63210-044

For

GMA Periodic Update Grant – FY2023

Dated: Date of Execution

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Face Sheet

Contract Number: 23-63210-044

**Local Government Division
Growth Management Services**

1. Contractor City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Peter Best Senior Planner 206-780-3719 pbest@bainbridgewa.gov		4. COMMERCE Representative Catherine McCoy Senior Planner (360) 725-2910 catherine.mccoy@commerce.wa.gov	
5. Contract Amount \$62,500		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Date of Execution		8. End Date June 30, 2023	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # 0019249-00	
12. UBI # 189-002-241		13. UEI # N/A	
14. Contract Purpose Grant funding to assist City of Bainbridge Island with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment B - Budget			
FOR CONTRACTOR _____ Blair King, City Manager City of Bainbridge Island _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed sixty-two thousand, five hundred dollars (\$62,500), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63210-044. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 1	Procure Consultant Services	
Action(s)	Procure consultant services	3/31/2022
Deliverable(s)	None	
Task 2	Periodic Update Process	
Action(s)	<ul style="list-style-type: none"> • Complete the Periodic Update Checklist • Assess implementation of 2016 Comp Plan • Adopt a periodic update work plan and schedule • Adopt a Public, Agency, and Tribal Engagement Plan • Implement Engagement Plan as applicable • Review existing SEPA documents • Develop a SEPA strategy for the 2024 update • Begin developing amendments • Begin working with the Planning Commission on public review of draft amendments 	6/30/2023
Deliverable(s)	<ol style="list-style-type: none"> 1. Periodic Update Checklist 2. 2016 Comp Plan Implementation Assessment 3. Work Plan and Schedule 4. Public, Agency, Tribal Engagement Plan 	6/30/2023

Attachment B: Budget

SFY 2023 Task/Deliverable	SFY 2023 Amount
Task 1 – Procure Consultant Services	\$4,500
Task 2 – Periodic Update Process <ol style="list-style-type: none"> 1. Periodic Update Checklist 2. 2016 Comp Plan Implementation Assessment 3. Work Plan and Schedule 4. Public, Agency, Tribal Engagement Plan 5. Final growth targets 	\$58,000
Total Grant (SFY 2023 only)	\$62,500



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Contract Amendment for City Video and Photography Services to Increase the Existing Contract to \$145,000 (Tax Supported) – Executive

SUMMARY: City staff is requesting authorization from the City Council to amend the professional services agreement with Michael Seidl Photography for the production of the City Update videos, other City project videos, and photography services to increase the contract amount to \$145,000, extend the term, and revise certain tasks.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute a contract amendment with Michael Seidl Photography for video and photography services to increase the existing contract amount to \$145,000, extend the term, and revise certain tasks, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$145,000
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The City continues to seek ways to enhance effective communications to the public on City projects, events and priorities. Video is one of the most effective tools in communicating to a diverse and wide audience.

In 2021, the City prioritized video communications through digital platforms. A Request for Qualifications was conducted for these services of which a vast majority would include the weekly City Update videos to be disseminated on multiple platforms to a wide audience. Michael Seidl Photography was chosen for the contract in September 2021 and managed by the Communications Coordinator. The scope of work included the weekly City Update videos, other City project videos and spotlights, and photography services for various events.

The City Update videos have received public praise on their value and helpfulness. The American Public Works Association (APWA) cited the City Update videos as one of the outstanding communication tools being used, and it contributed to the APWA award given to Public Works.

The City Update videos have a ripple effect of communication on digital social platforms, first shared with thousands on the City's social media pages and in the City Manager's Report. Various community organizations then use the information gathered from City Update for their own publications or simply share it directly from the City's social media pages.

Initial video footage gathering was larger than anticipated during the pilot phase of City Update in order to cover a wide breadth of City projects. The video gathered can often be used for multiple project and on multiple occasions. City Update has also grown to include valuable City staff interviews and more in-depth project explanations for a better informed public. This is why a contract amendment to the original contract is needed, to account for the valuable growth in public communications the project has shown and continues to show. The project amendment also extends the contract to the end of June 2023 allowing more time for the new City Communications Coordinator to conduct a future RFP or RFQ for professional services of this kind without a gap in service.

ATTACHMENTS:

[Seidl - Amendment No. 1 to PSA - For 2022 and 2023.pdf](#)

FISCAL DETAILS: There is adequate budget remaining in the 2022 professional services budget plus the 2023 appropriation to pay for this extension.

Fund Name(s): General Fund

Coding:

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on October 20, 2021, by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Michael Seidl Photography, a sole proprietor (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide video and photography services for the weekly City Update video and other City projects and events; and

WHEREAS, the City desires to increase the services provided under the Agreement, extend the term of the Agreement, and amend the amount payable under the Agreement.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A. is hereby amended to read as follows:

This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2022~~ June 30, 2023, unless sooner terminated by either party as provided below.

2. Section 3.A. is hereby amended to read as follows:

The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of ~~seventy five thousand dollars (\$75,000)~~ one hundred and forty-five thousand dollars (\$145,000).

3. Attachment B and Attachment C, which constitute the Scope of Services, are hereby amended to include the additional tasks set forth in attached Exhibit A, which is hereby incorporated into this Amendment No. 1 as if set forth in full.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

MICHAEL SEIDL PHOTOGRAPHY

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

**ATTACHMENT B
SCOPE OF SERVICES
AS REVISED BY AMENDMENT NO. 1**

Note: The revisions to the Scope of Services are shown below via strikethrough and underline text.

Background

Michael Seidl Photography, a video production company based on Bainbridge Island, will provide video production and photography support to the City of Bainbridge Island related to the City Manager's weekly video update and ongoing City projects.

Key tasks involve researching, interviewing, shooting and editing a weekly video project that includes information about key City projects and programs and other City projects.

Overall Assumptions

- Contract notice to proceed is expected to be provided the week of Sept. 20, 2021.
- The expected period of performance is Sept. 20, 2021 through ~~Dec. 31, 2022~~ June 30, 2023.
- Direct expenses incurred by the Consultant and for reimbursement by the City of Bainbridge may include mileage, ferry fares and/or parking for participation in meetings or events.
- The City of Bainbridge Island will serve as the spokesperson for all media inquiries about the video projects, scope of work, content contained in the videos and/or this contract.
- Consultant will have their own equipment.
- The Communications Coordinator ~~Kristen Drew~~ will serve as staff contact.
- Ron Stewart will serve as Consultant contact.
- Communications Coordinator will work with Consultant to establish project management system for sharing of weekly assignments and videos among team.
- The video projects will be consistent with the City's logo and style guide; the guide will be provided to consultant.
- Consultant will be available to work during the City's core business hours of 8 a.m. to 4 p.m. Monday to Friday. Some projects may require availability outside of business hours.
- It is understood that Consultant may not be available for some video shoots due to other obligations.
- Consultant is required to have commercial general liability insurance and must ensure permission from the Federal Aviation Administration (FAA) to operate a drone.
- Consultant is willing to learn about and be informed on City projects, City Council discussions, etc.
- The City will submit a priority list of topics (see Attachment C)

Hourly Rates

The following information specifies the hourly rates that will apply to the Consultant's work under this Agreement:

(Job function)	(Hourly rate)
Admin / Meetings / Preproduction	\$35
Video Production	\$150
Video Editing	\$100
Graphics	\$75
Still Photography	\$100
Still Retouch and Edit	\$50

Task 1. Produce a weekly video segment

Task includes producing a weekly video segment that highlights any City updates and ongoing project work.

Activities include

- Create an opening and closing to be used in segment each week.
- Record on-camera introduction and outcue with City Manager each Thursday at 10 a.m.
- Meet with communications coordinator weekly to discuss topics.
- Gather soundbites and b-roll to use in the segment.
- Create graphics (as necessary) to use in segment.
- Review scripts.
- Send a monthly invoice with description of work performed.

Deliverables

- Weekly video update to be sent out through City communications channels and Bremerton Kitsap Access Television (BKAT).

Assumptions

- Communications coordinator will meet (in person or by Zoom) with consultant to discuss weekly topics.
- Communications Coordinator will provide most of the topics and story ideas to be included in the weekly video update.
- Communications Coordinator will send a script to Consultant outlining the b-roll, track, graphic, etc. by end of day on Wednesday.
- At least one round of review and revisions by Communications Coordinator and City staff prior to sending final video segment.
- Consultant should send video segment to communications coordinator for review by ~~3 p.m. Thursday~~ 9:30 a.m. Friday for review to allow for final edits by ~~close of business 12 p.m. on Friday of the same day.~~
- Video to be published Friday ~~morning~~ midday in the City Manager's Report e-newsletter, City website and other City communications channels.

Task 2. Produce video stories on City-related topics

Task includes producing a video story to support the development and production of videos for communications, education and marketing efforts.

Activities include

- Conduct interviews and shoot b-roll as topics assigned.

Deliverables

- Video segment to be shared on City communications channels.

Assumptions

- Communications Coordinator will work with Consultant each month to determine the video topic and the elements to include.
- Communications Coordinator will provide contact information and background information for video projects.
- The number of video projects each month may vary based on the budget required to complete individual assignments and the weekly video update.

Task 3. Photography

Task includes creating an archive of photographs for the City's use on outreach materials. The City will provide a detailed list of photo requests to consultant. The consultant may also serve as on-call photographer for the City when assignments arise that require professional photography.

Activities include

- Shooting photos of various City projects, infrastructure, staff and scenery around Bainbridge Island.

Deliverables

- Photographs to use in City communications.

Assumptions

- City staff will send request with contact information and background. Consultant will send web and high-resolution versions of the photos.]

ATTACHMENT C
CITY COUNCIL 2021-2022 PRIORITY LIST

The City Council approved the projects below as its highest priority projects for 2021-2022. The projects are subject to change.

- Climate Action Implementation
- Winslow Master Plan
- Housing Action Plan, Housing Needs Assessment, Housing Inventory
- Groundwater Management Plan
- Wastewater Treatment Plant Upgrade/Beneficial Water Reuse
- Transfer of Development Rights Program
- Small Lots Development Regulations

Other priority projects for 2022-2023 include:

- New Police Court Facility
- Madison Avenue Bundled Project
- Winslow Water Tank
- Water and Sewer Rates
- New speed limits and parking enforcement
- Community Reads program
- Sustainable Transportation Plan
- Eagle Harbor/Wyatt Non-Motorized improvements
- Others as assigned



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Contract Amendment with the Kitsap County Prosecuting Attorney's Office to Continue Services for 2023 in the Amount of \$131,505.15 - Executive

SUMMARY: The City Council will consider authorizing the City Manager to execute a contract amendment with the Kitsap County Prosecuting Attorney's Office to extend the term of the existing agreement to December 31, 2023 and increase the compensation from \$122,811.56 to \$131,505.15.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute a contract amendment with the Kitsap County Prosecuting Attorney's Office to extend the term of the existing agreement to December 31, 2023 and to increase the compensation to \$131,505.15, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH: N/A

FISCAL IMPACT:

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

BACKGROUND: Over the past several years, the City has contracted with Kitsap County for prosecution services. As in past years, a contract amendment is necessary to continue that service from year to year. This amendment would extend the service through December 31, 2023. The current contract amount is \$122,811.56. The contract amendment for 2023 is for \$131,505.15. The difference in cost is due to the 2022 increase in salary for an entry-level Deputy Prosecuting Attorney per their collective bargaining agreement, the 2023 increase in the cost of benefits, and the annual cost of 1/3 of an entry-level Legal Assistant.

ATTACHMENTS:

[KC-535-19-C City of Bainbridge Island 2023.docx](#)

FISCAL DETAILS: There is adequate Budget authority in 2023 to cover this increase in contract amount.

Fund Name(s):

Coding:

**THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT
Prosecution Services**

This Third Amendment to Legal Services Agreement – Prosecution Services is entered into between the City of Bainbridge Island and the Kitsap County Prosecuting Attorney pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, effective January 1, 2023. The parties agree that their Legal Services Agreement – Prosecution Services (the “Agreement”), identified as KC-535-19 and effective January 1, 2020, and first amended effective January 1, 2021 by KC-535-19-A, and second amended effective January 1, 2022 by KC-535-19-B, is now further amended as follows:

1. Section III (Term of Agreement): The Agreement’s expiration date is extended through December 31, 2023.

2. Section V (Compensation): The annual cost is changed to \$131,505.15. The cost continues to be payable in equal monthly installments.

3. All other provisions of the Agreement, except as previously amended, remain unchanged and in full force and effect.

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

CITY OF BAINBRIDGE ISLAND

**KITSAP COUNTY PROSECUTING
ATTORNEY**

Blair King, City Manager

Chad M. Enright

Dated this ____ day of _____, 2022

**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Edward E. Wolfe, Chair

ATTEST:

Charlotte Garrido, Commissioner

Dana Daniels, Clerk of the Board

Robert Gelder, Commissioner



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Contract Amendment with Thomas Alpaugh for Indigent Defense Services to Continue Such Services for 2023 in the Amount of \$58,117.50 - Executive

SUMMARY: The City Council will consider authorizing the City Manager to execute a contract amendment with Thomas Alpaugh for Indigent Defense Services to extend the term of the existing agreement to December 31, 2023 and increase the compensation from \$53,812.50 to \$58,117.50.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Authorize the City Manager to execute a contract amendment with Thomas Alpaugh for Indigent Defense Services to extend the term of the existing agreement to December 31, 2023 and to increase the compensation to \$58,117.50, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH: N/A

FISCAL IMPACT:

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

BACKGROUND: In 2015, the City entered into a contract with Thomas Alpaugh for Indigent Defense Services. As in past years, a contract amendment is necessary to continue that service. This amendment would extend the service through December 31, 2023. The current contract amount is \$53,812.50, and that amount has not changed since 2019. The contract amendment for 2023 is an 8% increase to \$58,117.50 and the new amount is based on costs that have increased since 2019.

Management is pleased with Mr. Alpaugh's services. In accordance with usual and customary best management practices, it is anticipated an open solicitation for Indigent Defense Services qualifications will be conducted in 2023. Mr. Alpaugh will be invited respond to the Request for Qualifications.

ATTACHMENTS:

[Amendment No. 4 to Contract for Indigent Defense Services.docx](#)

FISCAL DETAILS: There is adequate budget appropriation authority in the 2023 to pay for this increase.

Fund Name(s):

Coding:

**AMENDMENT NO. 4 TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

THIS AMENDMENT NO. 4 TO THE CONTRACT FOR INDIGENT DEFENSE SERVICES (“Amendment”) amends the Contract for Indigent Defense Services (“Agreement”) entered into on July 29, 2015, by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Thomas S. Alpaugh (“Public Defender”).

WHEREAS, the City and the Public Defender entered into the Agreement to provide indigent defense services on Bainbridge Island; and

WHEREAS, on December 26, 2018, the parties executed Amendment No. 1 to the Agreement, providing for a COLA and extending the term of the Agreement through December 31, 2019; and

WHEREAS, on December 9, 2019, the parties executed Amendment No. 2 to the Agreement, extending the term of the Agreement through December 31, 2020; and

WHEREAS, on October 29, 2020, the parties executed Amendment No. 3 to the Agreement, extending the term of the Agreement through December 31, 2022; and

WHEREAS, the City desires to further extend the term of the Agreement through December 31, 2023 and to increase the flat fee monthly compensation by 8% for 2023; and

WHEREAS, the Public Defender is willing to continue providing indigent defense services, under the terms of the Agreement, in 2023.

NOW, THEREFORE, the City and the Public Defender agree to amend the Agreement as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

Term. The term of this Agreement shall be from the date of execution through December 31, ~~2022~~2023, unless sooner terminated as provided herein.

2. The first paragraph of Section 2 of the Agreement (“Compensation”) is hereby amended to read as follows, and the remainder of that Section will remain unchanged:

Compensation. Beginning January 1, ~~2019~~ 2023, the City shall pay the Public Defender a flat fee of ~~Fifty-Three Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$53,812.50)~~ Fifty-Eight Thousand One Hundred and Seventeen Dollars and Fifty Cents (\$58,117.50) per year in equal monthly installments upon receipt of an invoice in a form approved by the City.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

THOMAS S. ALPAUGH

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Thomas S. Alpaugh
WSBA # 18471

Blair King, City Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Cancel the December 20, 2022, December 27, 2022, and January 3, 2023 City Council Meetings

SUMMARY: Council will consider canceling the December 20, 2022, December 27, 2022 and January 3, 2023 City Council meetings due to conflicts with holidays and staffing.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Cancel the December 20, 2022, December 27, 2022, and January 3, 2023 City Council Meetings.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Intergovernmental Agreement with the Washington State Parks and Recreation Commission Relating to the Recreational Boating Safety Program and Accept a Related Grant Award in the Amount of \$8,998.84 - Police,

SUMMARY: The City Council is asked to consider authorizing the City Manager to execute an Intergovernmental Agreement with Washington State Parks and Recreation Commission ("State Parks and Recreation Commission"), and to accept a related grant award in the amount of \$8,998.84 from the State Parks and Recreation Commission. This intergovernmental agreement establishes a cooperative framework between the Washington State Parks and Recreation Commission and the City of Bainbridge Island to enhance the performance of boating safety and education services in the state per RCW 88.02.650 and WAC 352-65.010, with a goal of reducing the number and severity of recreational boating casualties and to ensure a safe and enjoyable boating environment for all users. In exchange for vessel registration fees, the City shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Authorize the City Manager to execute the Intergovernmental Agreement with the Washington State Parks and Recreation Commission and accept the related grant award of \$8,998.84, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The Washington State Parks and Recreation Commission is authorized to disburse a portion of vessel registration funds and award Federal Financial Assistance Grant funds to law enforcement agencies that operate marine programs. This intergovernmental agreement establishes a cooperative framework between the Washington State Parks and Recreation Commission and the City of Bainbridge Island to enhance the performance of boating safety and education services in the state per RCW 88.02.650 and WAC 352-65.010, with a goal of reducing the number and severity of recreational boating casualties and to ensure a safe and enjoyable boating environment for all users. Award amounts are based on reimbursement requests

tied to specific participation requirements such as boating inspections, lifejacket enforcement, and other marine laws.

ATTACHMENTS:

[2023 ILA MLE1251 WITH WA ST PARKS.pdf](#)

[2023 MLE 123-442 Bainbridge Island PD-FFA Subrecipient Grant Agreement.pdf](#)

FISCAL DETAILS: Grant award of \$8,998.84 requiring matching funds of 25% or \$2,249.71.

Fund Name(s):

Coding:



INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

Bainbridge Island Police Department

Agency Size Category: Small

Marine Lead: Jonathan Bingham, 206-730-8966

AGREEMENT# LE: MLE1251

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Bainbridge Island Police Department the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE

The term of this agreement, once signed by STATE PARKS, shall end on September 30, 2023.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Summary Statement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

CONTRACT MANAGEMENT

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

Jonathan Bingham, Marine Lead

Bainbridge Island Police Department

206-730-8966

jbingham@bainbridgewa.gov

The Contract Representative for STATE PARKS is:

Matt Stowers, Marine Law Enforcement Coordinator

(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

**Washington State Parks and
Recreation Commission**

Bainbridge Island Police Department

By: _____

By: _____
Blair King

Title: _____

Title: _____
Bainbridge Island City Manager

Date: _____

Date: _____

Approved As To Form:

Michael Young

Asst. Attorney General

12/21/17

Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2022.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections and warnings. Inspections can be entered into SECTOR at the time of the inspections or at a later time.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

Summary of Activity Report Web Forms: AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

Utilize SOAR Web Forms: AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

Reporting Frequency: AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

Review and Approval of SOAR: STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

Due Dates: The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

Quarter	Beginning Date	End Date	SOAR Due Date
First Quarter	January 1	March 31	April 15
Second Quarter	April 1	June 30	July 15
Third Quarter	July 1	September 30	October 15
Fourth Quarter	November 1	December 31	January 15

Vessel Registration Fee Expenditure Report: AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

EXHIBIT B
FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: <http://mle.parks.wa.gov/>. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

EXHIBIT C

OPERATIONAL REQUIREMENTS

Officer/Deputy Qualifications: AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

Officer/Deputy Training Required: AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. The AGENCY recognizes the National Association of Boating Law Administrators' Boating Crewmember Course or the Federal Law Enforcement Training Centers' Marine Law Enforcement Training Program as an equivalent course. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

New Programs, Officers/Deputies, Must Acquire Training Within One Year: AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

Training Currency: AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

Document Additional Training: AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

Vessels and Equipment: AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

Vessel, Aircraft, Vehicle and Equipment Inventory Required: AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the

recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
 - Name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or “hardwired”. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or “hardwired” OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
 - Model
 - Length
 - Type of propulsion
 - Horsepower
 - Year purchased
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission

- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds Used for Purchase
 - Percent of time employed for the RBS mission

- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
 - Vehicle Type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds Used for Purchase
 - Percent of time employed for the RBS mission

- **Equipment Valued at \$5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 dollars or more. Only items listed under “allowable expenses” defined in in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants” (found on the MLE Forms Website at <http://mle.parks.wa.gov/>) should be purchased with vessel registration fees.
 - Equipment Type
 - Manufacturer
 - Model
 - Year purchased
 - Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided

Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
 - Notify STATE PARKS within 48 hours of becoming aware of the incident.
 - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
 - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
 - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery:** Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

Boating Safety Patrols Required, Minimum Hours: AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

Enforcement of Boating Laws Required: AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of inspections and warnings for each type of boating violation through SECTOR either at the time of the inspection or at a later time. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

Boating Safety Inspections Required: AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. AGENCY shall enter all inspections through SECTOR either at the time of the inspections or at a later time.

Boating Safety Education Program Required, Designated Officer or Deputy: AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

Waterway Marking: AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

EXHIBIT D

NOTES AND DEFINITIONS

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours. The patrol hours do not include transit time to the body of water to be patrolled.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS also recognizes that AGENCY may be impacted by non-traditional Peak Boating seasons due to hunting and fishing activities. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more

hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

RBS Activities: AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

Trained: Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

Web-enabled Forms: These are forms located on the website <http://mle.parks.wa.gov/> that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

NOTE: Paper inspection forms (Form # A-274) will not be accepted in 2023.

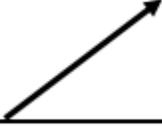
EXHIBIT E
FINANCIAL REPORT EXAMPLES

Example of a VRF Fund Balance Report

XXXXXX County
Fund Master – All Funds
Balances as of 06/06/2017

Key	Cash in Funds	Pooled Cash	Pooled Investment	Investment Funds	Cash & Investments	Total Payables	Available Funds
130-Boating Safety	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28
	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28

Balance as of 06/06/2017 matches Bottom Line (Total Remaining Balance on VRF Report)



Example of a Financial System Report

XXXXXXX County
Treasurer Cash Receipt
Receipt #
EFWA12345678

Date of
Transfer /
Deposit

Date: 060602017

Received From: StateOfWAMonthlyEFT

Customer ID # 8910

Clerk: David Smith

Fund/Key	Revenue	Description	Amount
130	33600840	State Boating Safety	\$20,744.72
Total Receipt Amount			\$20,744.72

Deposited into
Dedicated Account
For Boating Safety

Correct Amount
Received

EXHIBIT F

EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small Agency, 15 students, 1 Class
 - Medium Agency, 20 students, 1 Class
 - Large Agency, 50 students, 1 Class
- **Boating Safety Presentations to Groups:** These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small Agency, 10 hours
 - Medium Agency, 15 hours
 - Large Agency, 25 hours
- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
 - Small Agency, 10 hours
 - Medium Agency, 15 hours
 - Large Agency, 25 hours
- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites if they exist. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 04/2017). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviours such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small Agency, 2 visits
 - Medium Agency, 4 visits
 - Large Agency, 6 visits
- **Participation in Community Events:** These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small Agency, 40 hours
 - Medium Agency, 150 hours
 - Large Agency, 275 hours
- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers, where applicable, to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

- Small Agency, 5 visits
 - Medium Agency, 10 visits
 - Large Agency, 15 visits
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
 - Small Agency, 1 hour
 - Medium Agency, 3 hours
 - Large Agency, 5 hours

Media Contacts: Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small Agency, 4 hours
 - Medium Agency, 8 hours
 - Large Agency, 16 hours
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
 - Small Agency, 4 hours
 - Medium Agency, 8 hours
 - Large Agency, 16 hours
- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
 - The Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
 - The Spring Aboard campaign is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
 - National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to

participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- Safe Paddling Week is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviours such as always wearing a PFD, obtaining training etc.

EXHIBIT G

DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2023

AGENCY INFO	
Agency Name	Agency Size
Bainbridge Island Police Department	Small
Agency Signing Officer Title	Signing Officer First Name
Chief	Joe
Signing Officer Last Name	Dedicated Account Number
Clark	0113312 333970 00434

STAFFING

Roles	SAW ID	Rank	First Name	Last Name	Commission	FT/PT	Email Address	Date of Marine L.E. Training	Training Current?	Non-WA Parks Courses
Supervisor, Boating Safety Officer		Sergeant	Benjamin	Sias	Regular	Part time/Seasonal	bsias@bainbridgewa.gov	4/30/2002	Yes	
Marine Lead, Lead Accident		Marine Lead	Jonathan	Bingham	Regular	Part time/Seasonal	jbingham@bainbridgewa.gov	5/3/2014	Yes	

Investigator, Coordinator of Boating Education,Boating Safety Officer,Fiscal Lead										
Boating Safety Officer		Officer	Charles	McCarty	Regular	Part time/Sea sonal	cmccarty@bain bridgewa.gov	5/4/2008	Yes	
Boating Safety Officer		Officer	Eric	Huska	Regular	Part time/Sea sonal	ehuska@bainbri dgewa.gov	10/1/2020	Yes	
Boating Safety Officer		Officer	Cameron	Lewis	Regular	Part time/Sea sonal	clewis@bainbri dgewa.gov	5/14/2017	Yes	

Number of Full Time RBS Officer	Number of Part Time/Seasonal RBS Officers
0.00	5.00
Number of Other RBS Officers	Marine Lead Mobile Phone
0.00	206-730-8966

BOAT PATROL SCHEDULE

Patrol Season Begins	Patrol Season Ends
1/1/2023	12/31/2023

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Patrol Hours	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Number of Officers	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Number of Vessels	2.00	2.00	2.00	2.00	2.00	2.00	2.00

Total Planned Patrol Hours
160.00

Total Planned Inspections
92.00

RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

Type	Vessel Name	Vehicle/ Aircraft/ Equipment Type	Manufacturer	Sector/ Radio	Model	Length	Propulsion Type	Horse Power	Year	Funds Used for Purchase	% Time Used for RBS
Vessels	Marine 8		Safe Boat	SECTOR equipped, Radi o equipped,	33	33.00	Outboard	1,050.00	2,007		100.00
Vessels	Marine 11		Silver Streak	Radio equipped	16	16.00	Outboard	115.00	1,994		50.00
Equipment		Electronics	Garmin		5280				2,010		
Equipment		Motors	Suzuki		350				2,018		
Equipment		Motor	Suzuki		115				2,017		

Number of Radio Equipped Boats	Number of Non-Radio Equipped Boats
2.00	0.00
Number of Aircraft	Number of Other Patrol Vehicles
0.00	0.00
Number of Vessels SECTOR Equipped	Number of Vessels Non-SECTOR Equipped
1.00	1.00

LOCAL ORDINANCES

<https://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland12/BainbridgeIsland1224.html#12.24.050>



WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT



Agreement No. MLE 123-442

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program (“MLE or “Recipient”) and **Bainbridge Island Police Department** (“Subrecipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a “Subrecipient” relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient’s Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the “Project.”

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient’s Authorized Representative:** See *Section 6.2 – Subrecipient’s Authorized Representative.*
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled].*
- **Grant Funds:** See *Section 9.2 – Grant Funds.*
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*
- **Subrecipient’s Completed FFA Grant Application:** See *Attachment A.*

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).
- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.

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- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2023**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** Final billing for the Project shall be submitted to MLE on or before **October 15, 2022**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1** WSPRC MLE Program Authorized Representative is:

Matthew M. Stowers, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
matt.stowers@parks.wa.gov

Backup:

Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
rob.sendak@parks.wa.gov

- 6.2** Subrecipient's Authorized Representative is:

Chief Joseph Clark
Bainbridge Island PD
625 Winslow Way E
Bainbridge Island, WA, 98110-2411
jclark@bainbridgewa.gov
(206) 780-4685

- 6.3** A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2023**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "B").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act.”*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment.”*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 –

Indemnification by Subrecipient's Contractors the term "contractor" means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement and Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

- 8.1.1** Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.
- 8.1.2** RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).
- 8.1.3** Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written "two-officer policy for officers on marine patrol for the purpose of officer safety.
- 8.1.4** Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor Training Class* and are listed on our files.
- 8.1.5** RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "C")
- 8.1.6** RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "C"). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.

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- 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications
 - 8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
 - 8.1.9 Other items as deemed by MLE to be necessary to complete the project
 - 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.
- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.

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- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$8,998.84**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on **June 1, 2023**.
- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient’s Subrecipient Grant Application that was accepted by MLE. The Subrecipient’s budget is attached to this agreement (Attachment “B”). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Eight Thousand, Nine Hundred Ninety-Eight and 84/100ths Dollars (\$8,998.84)** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Two Thousand, Two Hundred Forty-Nine and 71/100ths Dollars (\$2,249.71)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and

submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

9.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.6 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

9.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2023**.

9.8 Offset or Reduction. The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

9.8.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

9.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2022**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

12.5.1 Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.

12.5.2 Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.

12.5.3 Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.

12.5.4 Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.

12.5.5 All law enforcement vessels shall have a routine schedule for maintenance.

12.5.6 As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.

12.5.7 Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a state parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE

and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1,000.00) or less. For repairs greater than one thousand dollars (\$1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.
- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.
- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

- 18.1 LIABILITY INSURANCE**—If required in the special terms and conditions subrecipient shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000.00 naming Washington State Parks Commission as an additional insured against any liability arising out of Subrecipient’s or its agents, employees, or assigns. Subrecipient shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount or cancellation of said policy.
- Subrecipient shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all-risk’s basis and, at a minimum, cover the perils insured under ISO special causes of loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.
 - Any coinsurance requirement in the policy shall be waived.
 - State shall be included as an insured and a loss payee under the property insurance policy.
- 18.2 AUTOMOBILE INSURANCE**-- Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Subrecipient waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- 18.3 INDUSTRIAL INSURANCE COVERAGE**-- Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. Commission will not be responsible for payment of industrial premiums or for any other claim or benefit for Subrecipient, or any subcontractor or employee of Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Subrecipient, its employees and agents performing under this contract, are not employees of Commission.
- 18.4 CERTIFICATE OF INSURANCE / NAMING WASHINGTON STATE AS ADDITIONAL INSURED:** A current Certificate of Insurance must be submitted with the grant application form. The certificate must name Washington State Parks and Recreation Commission as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker’s Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below.”

SECTION 19: REMEDIES

- 19.1** In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 19.2** In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence;
or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

29.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.

29.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

29.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

29.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.

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- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and:
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents (“indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“claims”). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE’s prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient’s consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient’s performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE’s right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS

6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

City of Bainbridge Island 625 Winslow Way E. Bainbridge Island, WA 98110-2411	Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title: Blair King, City Manager	Title: Chief Financial Officer
Email: bking@bainbridgewa.gov	Email: ContractsAndProcurement@parks.wa.gov
Date:	Date:
Place: Bainbridge Island, WA	Place: Tumwater, WA

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B

B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000.00 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Bainbridge Island Police Department
- (ii) Subrecipient's UEI number: #HG29NCPLDG56
- (iii) Federal Award Identification Number (FAIN): #3321FAS21053
- (iv) Federal Award Date: 10/1/2022
- (v) Sub-award Period of Performance Start and End Date: From 10/1/2022 to 9/30/2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$8,998.84
- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$8,998.84
- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant
- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: United States Coast Guard
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov
- (x) CFDA Number and Name: Federal Boat Safety Act 92-75
- (xi) Is Award R&D? No
- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION



Adobe Acrobat
Document

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2023

Agency Name: Bainbridge Island Police Department

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
Paddle Boarders and Kayakers	Observations	Growing in popularity and many are unaware of rules.
Speed in Congested Harbors	Community feedback and 911 calls	Speed and wake issues continue to rise in Eagle Harbor and Blakely Harbor.
Lack of knowledge of basic navigation	Observations and reports	High compliance with the boater education but still lacking in basic knowledge of how to safely operate vessels. Multiple times this season have people ran aground on different areas of Bainbridge Island. Most because of lack of knowledge of charts and navigational aids.
Open water liveaboard marina	New open harbor marinas	The newly designed liveaboard moorage area was increased to 17 liveaboard spaces in a open water marina ran by the City of Bainbridge Island in Eagle Harbor. 17 boats anchored in the harbor all accessed by dinghy's. This causes a 24/7 risk of small boat issues in the harbor by at least 17 dinghy's.
PWC use	Observation and 911 calls	In the past year, we have a large uptick in complaintes of PWC being operated in a reckless/negligent manner. In previous years, we might have one call for service related to

		PWC bot this tear we have had 10+ complaints.
--	--	---

High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
All boaters	Even with mandatory boater education, many people do not recall navigation rules at the time when they are operating their vessel.	Fatalities are always a concern and we want to stay on top of new trends.

PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Rad Nuke	January 2023 to December 2023	20.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	check marinas 2x year	Patrol Plan/Emphasis Patrol/Enforcement Policy
Safer Boating	January 2023 to December 2023	120.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	Registration/life vest/boaters ed. checks	Patrol Plan/Emphasis Patrol/Enforcement Policy
Life Jacket Usage	Yearly 2023		Safety Inspection		Safety Inspection
Operation Dry Water	June/July 2023	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	3 shifts, 10 hours each, 2 officers/boats	Patrol Plan/Emphasis Patrol/Enforcement Policy
Marine Ride-a-longs	January 2023 to December 2023	40.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	10 rides at 4 hours each	Patrol Plan/Emphasis Patrol/Enforcement Policy
Vessel Inspections	Yearly 2023		Safety Inspection		Safety Inspection

Dock Inspections	Yearly 2023		Safety Inspection		Safety Inspection
Boater Education Enforcement	Yearly 2023		Safety Inspection		Safety Inspection

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
Boaters Fair		10.00		Date TBA	Community Events
	4/5/2023	10.00			Presentation to Groups
National Night Out	7/31/2023	10.00		Date TBA	Community Events

Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
1	10.00		Rental

Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
US Coast Guard Auxiliary	10.00	

Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
Operation Dry Water	4.00	4.00		
National Safe Boating Week	4.00	4.00		
Spring Aboard	4.00	4.00		

Paddle Safety Week	4.00	4.00		
Other (please describe)				

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	Jonathan	Bingham	206-780-4665	jbingham@bainbridgewa.gov	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 240.00

Total Inspections Goal: 92.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 2.00

Sum of Community Events Hours: 20.00

Count of Presentations to Schools: 0.00

Sum of Presentation to Schools Hours: 0.00

Count of Presentations to Groups: 1.00

Sum of Presentations to Groups Hours: 10.00

Count of Dealer Visits Planned: 0.00

Sum of Dealer Visits Hours: 0.00

Count of Rental Sites Planned: 1.00

Sum of Rental Site Visits Hours: 10.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 1.00

Sum of Partnering Organization Hours: 10.00

Printed On: October 26, 2022

**ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL
REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS**

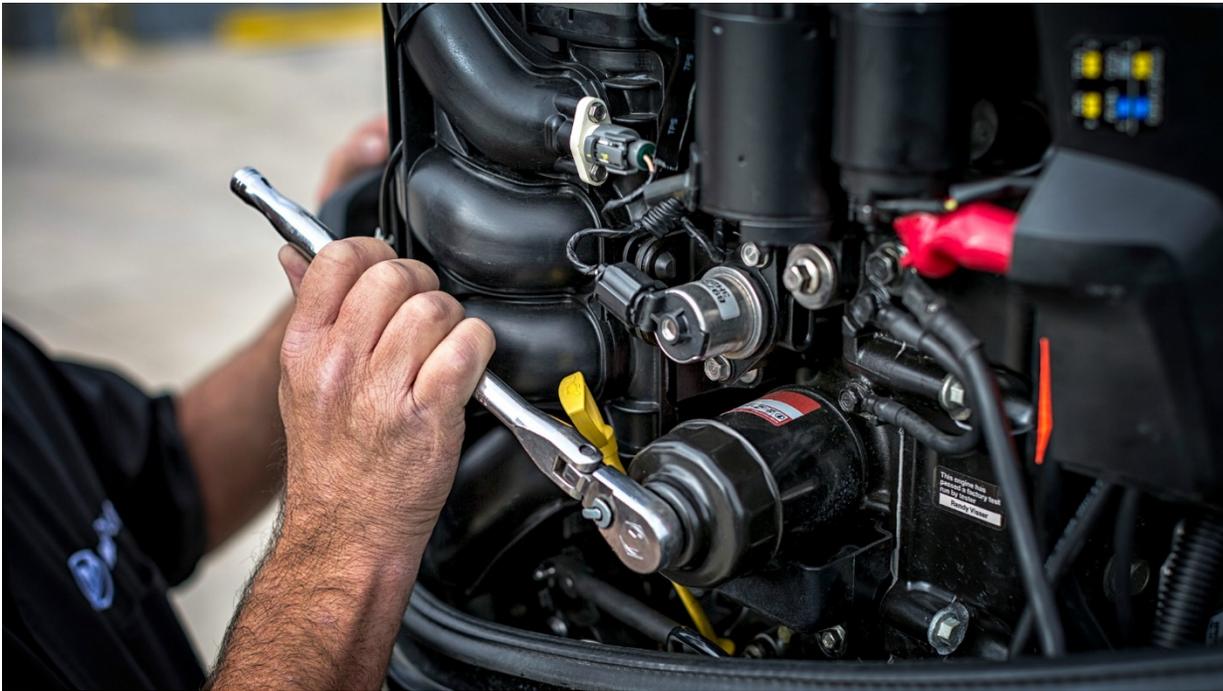


2021 Allowable
Expenses.pdf



Allowable Costs & Expenditures For State Vessel Registration Fees & Federal Assistance Grants

Updated June 2021



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VESSEL REGISTRATION FEES & GRANT FUNDING

Any item not listed below must be reviewed and found acceptable by the Washington State Parks Boating Program (Boating Program) before it is considered a valid Recreational Boating Safety (RBS) expenditure.

UNIT COST APPROVAL

Items with a unit cost of \$5,000 or more under the VRF funds and \$2500 or more under the FFA grant must have the prior written approval of Washington State Parks and Recreation Commission Marine Law Enforcement (MLE) Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

ADMINISTRATIVE COSTS

Agencies that receive Vessel Registration Fees (VRF) are not allowed to charge flat administrative costs for the administration of the VRF funds as is often done with federal grants. However, agencies may charge the salaries and benefits costs of actual hours worked by staff associated with the administration of their dedicated VRF account.

Agencies that receive federal assistance grants from the Boating Program are allowed to charge indirect (administrative) costs for those funds. If the agency has a federally negotiated indirect cost rate, they are permitted to charge that against the total salaries + benefits charged to the federal assistance grants. They must first provide a copy of their current rate agreement to Parks. If not, then they may charge a *de minimus* flat rate of 10% or elect not to charge indirect at all (2 CFR 200.414(f)).

ALLOWABLE EXPENDITURES

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or cheri.peel@parks.wa.gov to discuss the item before proceeding.

Allowable expenses include but are not limited to:

- **RBS SALARIES**
 - Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State and who have completed an RBS course acceptable to State Parks (BMLE or equal).

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- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State, and who have not completed a BMLE course is acceptable ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety.

- **RBS EDUCATION AND INSTRUCTION**

Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Life jackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations, such as: throw rings or cushions for loaners and the cost to print only the agency's name or RBS safety messages.

- **RBS TRAINING**

Grant or VRF funds can be used to pay for full-time and reserve officers who are fully commissioned to enforce the laws of the State of Washington to attend training provided by the Boating Program or courses approved by the Boating Program.

Note: Approval from State Parks is mandatory if an officer or deputy is applying for a non-Washington RBS course. Examples of approved courses include:

- MLE Instructor Meeting
- Basic Marine Law Enforcement/Boat Crew Member or equivalent (BMLE)
- Boat Operator Search and Rescue (BOSAR)
- Boating Under the Influence – Basic (BUI-Basic)
- Boating Under the Influence-Advanced (BUI-Adv)
- Personal Watercraft for Law Enforcement (PWCLE)
- Enhanced Vessel Operator Course (EVOC)
- Fall Marine Law Enforcement Conference
- Boating Accident Investigation-Level 1
- Officer Water Survival
- Boater Education Instructor Training (BEIT)
- Designated Education Officer Training (DEOT)
- Adventures in Boating Instructor Training

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- RBS Related Local In-Service Training
- Other USCG training courses with prior approval
- Other NASBLA training courses with prior approval

Per Diem travel expenses at **state per diem rate** in effect for the destination RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

RBS EQUIPMENT

Allowable expenses may include the purchase, maintenance and operation of patrol boats and patrol boat equipment to perform the RBS mission as defined in WAC 352-65-040 only. **Any purchase exceeding \$5,000 under the VRF funds must receive prior approval from the Boating Program. Any purchases exceeding \$2,500 under the FFA grant must receive prior approval from the Boating Program.** All decisions by the Boating Program for equipment purchases are final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned, which includes painting, decals and cost of removal and application
- Vessel electrical system repairs and replacement
 - Electronic devices: parts and labor for maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for law enforcement work
 - Devices dedicated to the program such as agency & VHF radios
 - Radar units

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- Sirens
 - Blue lighting equipment
 - Hailers
 - Global positioning system (GPS) units
 - Personal breath testers (PBT)
 - Cell phones used 100% RBS only, or prorated for a percentage of time used on boat
 - Battery chargers and computers dedicated to program use
 - Includes brackets and fittings for installation and use
- Fluids for hydraulic system
 - Fuel, fuel additives and filters; associated disposal fees
 - Gear oil for lower units
 - Glass replacement and costs to install, associated disposal fees
 - Grease and lubricants
 - Oil and oil filters; associated disposal fees
 - Parts and labor for regular scheduled maintenance and scheduled replacement
 - Parts for replacement on the vessel when failure occurs or when damaged and labor, which includes engine, lower unit and cooling system repairs and replacement
 - Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
 - Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance, including: stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies.
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems, and associated disposal fees.
- Costs related to moorage, including cost of water/electricity associated with maintenance and moorage.
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards. For example:

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- Life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
- Exposures suits
- Fire extinguishers/extinguishing systems
- Visual distress signals
- Navigation lights
- Sounding devices
- Ventilation systems
- Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage. For example:
 - Fenders
 - Lines for towing and mooring
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts
 - Piloting equipment
 - Helm fixtures and seats
 - Logbooks
 - Depth sounders & radar, does not include FLIR systems
 - Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels, including: installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair or replacement
- Hydraulic or electric brake system maintenance, repair and replacement
- Oil, grease and lubricants, and associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

Washington State Parks & Recreation Commission

- Anchors
- Line for towing and mooring
- Chain or shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units, does not include FLIR systems
- Radios and computers, dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Search lights dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- FLIR System (mounted on and wired to the vessel)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352)
- Decals for buoys
- Chain
- Cable and connectors
- Weights
- Equipment to maintain buoys and signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications

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- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial, however equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of an RBS program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal Imaging devices are 100% allowable expenses.
- Homeland security missions (weapons, etc.), or any other equipment determined as unrelated by the Boating Program is not an allowable expense.
- Firefighting equipment is not an allowable expense.

EXHIBIT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



2021 Vessel
Registration Fee Prog



Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

Updated January 2021



Introduction

The purpose of the Vessel Registration Fee (VRF) program is to focus local jurisdiction marine programs on injury prevention activities around recreational boating safety. These activities include enforcing [RCW 79A.60: Regulation of Recreational Vessels](#) and providing emergency response to boating accidents. Each marine patrol unit should strive to serve and protect the lives and property of Washington's recreational boaters. All VRF Funds are awarded based on the potential success and ability of the local agency to provide such service to the boating community. Recreational Boating Safety (RBS) programs are evaluated using the criteria published in this document, as well as its ability to meet the requirements and assurances of [WAC 352-65: Boating Safety Program Approval](#).

This guidance document is intended to help local marine law enforcement programs understand the minimum qualifications and requirements to receive vessel registration fees. The document has been laid out to explain this as simply as possible. The beginning section provides a brief list of the qualifications and requirements, and the remainder of the document explains each component in more depth.

The Washington State Parks Boating Program (State Parks) has established different operational goals for agencies dependent on the population within their jurisdiction (based on 2019 census data).

- **Small Agencies** – Under 30,000 population
- **Medium Agencies** – Population between 30,000 and 100,00
- **Large Agencies** – Populations exceed 100,000.

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Overview of Agency Eligibility Requirements and Qualifications

Only counties or local public agencies having jurisdiction over waters used for recreational boating and possessing the authority to enforce the Revised Code of Washington and the Washington Administrative Code are eligible to apply to receive vessel registration fees. Participating agencies must:

Administrative & Financial Requirements

1. Sign an annual agreement with State Parks.
2. Designate a “Marine Lead”: A single point of contact that oversees the day-to-day program operations, commits to attend the annual marine law enforcement conference, and responds to surveys sent by State Parks.
3. Designate a “Marine Supervisor”: A single point of contact that has administrative authority over the marine program for the agency.
4. Report recreational boating safety activities and certain financial data to State Parks.
5. Place all vessel registration fees into a dedicated account, agree to spend them only on eligible expenses and agree to accountability requirements.
6. Provide digital links to all local ordinances regulating recreational boating.

Operational Requirements

7. Employ Officers / Deputies commissioned to enforce Washington state law.
8. Send all marine Officers / Deputies through the Washington State Parks Basic Marine Law Enforcement Academy.
9. Maintain annual training qualification currency for each participating Officer / Deputy.
10. Provide the appropriate vessels and equipment to carry out the operational requirements.
11. Report all boating accidents that occur within the jurisdiction (that meet minimum criteria) pursuant to RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.
12. Respond and provide assistance to boaters for on-water emergencies, complaints, and accidents.
13. Commit to a minimum number of hours patrolling the waters used by recreational boaters during peak boating season.
14. Actively enforce Washington’s boating safety laws and regulations.
15. Conduct vessel safety inspections for recreational boaters.
16. Provide a boating safety education and outreach program and designate at least one Officer / Deputy to receive the Adventures in Boating Instructor training and to manage the program.
17. Place and maintain aids to navigation as legislated by local ordinances.

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Summary of Required Documents and Due Dates

Document Name	Form Number	Date Due
Request for Boating Program Approval	A-299 / Web form	15 Oct each year
Federal Financial Assistance Grant Application (If applying)	A-300/Web form	15 Oct each year
B.O.A.T Currency Report	Web form	15 Oct each year
Summary of Activity Report (SOAR)	Web form	Quarterly *
Boating Accident Report (BAR)	A-440	10 days following accident
Boating Accident Investigation Report (BAIR)	A-425 (Rev 08/2009)	10 days following accident / fatality meeting report criteria
Washington State Vessel Inspection	P&R A-274	Quarterly*
VRF Expenditure Report	Web form	1 Nov each year
Financial System Report	Agency generated	1 Nov each year
VRF Fund Balance Report	Agency generated	1 Nov each year
Boating Safety Surveys	N/A	Varies

* Document is due quarterly and must be submitted by the 15th of the month following the last month of the quarter (1st Qtr-04/15, 2nd Qtr-07/15, 3rd Qtr-10/15, 4th Qtr. 01/16).

Administrative & Financial Requirements

Annual Agreement – The A-299 Application Form

Each agency is required sign an agreement with State Parks by submitting a complete A-299 application form. The A-299 contains several informational fields that must be filled out completely to be considered and aids in the continued approval of the agency’s program. These forms are due each year by October 15. Agencies must provide information on their current staff, training, an inventory of vessels, and the anticipated patrol schedule. The form also defines the specific requirements your agency is committing to in exchange for vessel registration fees. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Designated Marine Lead / Conference Attendance / Surveys

Each agency has a unique and different operational environment that offer a variety of solutions to ensure Marine Law Enforcement (MLE) unit operations, enforcement, fiscal and administrative functions are conducted according to best practices. Some agencies may have a Lieutenant serving the MLE Unit Supervisor and crew member conducting vessel operations and patrols. Other agencies may have a Sergeant as a supervisor and different crew member conducting vessel operations.

Recognizing this, State Parks requires each agency to designate a “Marine Lead”, which is the person responsible for the day-to-day operations of its marine program and acts as the point-of-contact with State Parks on all issues and matters related to that agency’s MLE unit. While the Sheriff or Chief of Police is ultimately responsible for ensuring their agency is meeting all the program requirements, the Marine Lead is the person implementing their guidance and communicating that to other Marine Unit members, State Parks, and the public.

The Marine Lead is responsible to:

- Ensure all required reports are completed and submitted to State Parks within due date guidelines.
- Submit personnel names to attend training courses and conferences.
- Attend the annual fall conference.
- Ensure that B.O.A.T. Currency training is conducted and reported to State Parks.
- Utilize Marine SECTOR within their agency.
- Communicate with State Parks on all matters and issues which may arise around recreational boating safety and marine law enforcement.
- Respond to surveys from State Parks.

State Parks also requires the agency to designate a “Marine Supervisor”, which is the person with administrative supervision of the agency’s MLE program.

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Reporting Recreational Boating Activities and Financial Data

SOAR – Summary of Activity Reports

A Summary of Activities Report (SOAR) form must be submitted at least quarterly to State Parks. However, agencies are invited to report activities daily, weekly, or monthly. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Vessel Registration Fee Expenditure Report

This annual report form must be submitted by October 15 each year to State Parks. The form fulfills the requirements of **WAC 352-65-040(9)** which requires each participating agency to submit an annual account of program expenditures showing the amount of vessel registration fees received, spent, and remaining in their dedicated account. They must also show the amount of “local spending” on recreational boating safety activities. “Local spending” is the amount agencies spend on the RBS mission and cannot come from other grant sources. Local spending is required because [RCW 88.02.650](#) specifies that “[VRF] Funds may not supplant local funds used for boating safety programs”. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Supporting Financial Documents

Every Vessel Registration Fee (VRF) Expenditure Report must be accompanied with the following reports:

- **Financial System Report**: A report from the agency financial system (not Excel) showing a dedicated account for the deposit of state VRF funds received from the Office of State Treasurer (Enclosure 4).
- **VRF Fund Balance Report**: A report showing the fund balance of the dedicated account (Enclosure 5). The VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Dedicated Account / Limitations on the Use of Funds / Accountability

Participating agencies must deposit VRF funds allocated by the state treasurer, under RCW 88.02.650, into an account dedicated solely for boating safety purposes, which include all activities or expenditures identified in this section. See the document “Allowable Costs & Expenditures for State Vessel Registration Fees & Federal Assistance Grants” for a thorough explanation of eligible expenses located at <http://mle.parks.wa.gov/>.

Vessel Registration Fees are intended to increase the education and enforcement efforts of local agencies and stimulate greater local participation in boating safety. They cannot be used to fund any activities except those that are part of the recreational boating safety mission.

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Agencies may charge actual, direct administrative costs to the VRF account - such as staff hours it takes to fill out forms, or to maintain the dedicated account - but may not charge administrative fees based on an estimated percentage.

Participating agencies must maintain accurate annual records of activities and expenditures of their boating safety programs. Those records must be provided to State Parks consistent with their agreement, or upon request. The agency must also permit State Parks to audit the use of funds in accordance with generally accepted audit practices and standards.

Links to local ordinances

When the local jurisdiction adopts ordinances governing recreational boating, the ordinances must be at least as restrictive, but may be more restrictive than Washington state boating laws and regulations. Participating agencies must submit a web link to all such ordinances to State Parks using the designated field in the A-299 Form.

Operational Requirements

Officer / Deputy Qualifications / Training / Training Currency

Participating agencies must provide Officers / Deputies with law enforcement certificates from the Criminal Justice Training Commission which authorizes them to enforce all boating laws and regulations. All Officers / Deputies must maintain a current Washington State Peace Officers Certification.

Participating agencies are responsible for acquiring the required training for all RBS Officers / Deputies. Washington State Parks provides two or more Basic Marine Law Enforcement Academies each year to help agencies fulfill this requirement. These courses are provided at no charge. They are taught in the spring - usually one in Western Washington and one in Eastern Washington. Officers / Deputies may attend other basic boating safety training, if approved by State Parks. Those approved courses are the Federal Law Enforcement Training Center's (FLETC), Marine Law Enforcement Training Program (MLETP), or National Association of Boating Law Administrator's (NASBLA) Boat Crewman course (BCM).

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety Officer / Deputy.

Washington State Parks' Marine Law Enforcement Training Academy is accredited through the NASBLA's Boat Operation and Training (BOAT) Program. As a term of accreditation, State Parks must ensure that all active marine Officers / Deputies maintain proficiency in basic RBS skills. This is important because these skills are perishable but critical to operate in a marine environment. All agencies must submit a BOAT Currency Requirements Report Form for all active personnel listed in the A-299. These reports are

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submitted at least annually with the A-299 but may be updated throughout the year. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Agencies which have not completed all currency training tasks required may submit a statement of explanation and attach it to the A-299 form. State Parks recognizes that many different circumstances could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Agencies are required to list any additional training courses their personnel have completed on the A-299 web form. This helps State Parks in maintaining an up-to-date database of marine law enforcement capabilities across the state and helps identify training subjects and courses that are needed, but not offered within the state.

Vessels and Equipment

Agencies must supply the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this guidance. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC. Agencies are also required to provide State Parks with an inventory of all vessels along with details for how they are equipped each year by filling out the A-299 form. Information required on that form includes:

- **Vessels:** State Parks requires the following data on each vessel:
 - Vessel name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency **radio installed or “hardwired”**. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels in your agency that are SECTOR equipped with a computer or tablet plus printer and scanner (**installed or “hardwired” to include portable cased units**). Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or if these are not carried aboard as a cased kit.
 - Model
 - Length
 - Propulsion type
 - Horsepower
 - Year
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission.

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NOTE: Vessels purchased with state or federal dollars must be sold at the end of their useful life, consistent with the local agency's policies and procedures. Once a vessel is sold it should be removed from the Patrol Vessel list as quickly as possible. **If the agency is selling a vessel that was purchased with federal grant dollars provided by State Parks, you must notify State Parks 60 days in advance of the sale date.**

- **Vehicles** (trucks, cars, SUVs, ATVs): The number of other patrol vehicles assigned to the marine services unit **and the percentage they are used for RBS activities.**
 - Vehicle type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.

- **Aircraft:** The number of aircraft in your agency **and the percentage they are used for RBS activities.**
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.

- **Equipment valued at \$5000.00** (i.e., engines, electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 or more. Only items listed under "allowable expenses" are permitted (see "Allowable Expense Guidance" document for full details).
 - Type of equipment
 - Manufacturer
 - Model
 - Year
 - Funds used for purchase (local, state, federal)

Boating Accident Reporting

Participating agencies are required to submit accident reports to State Parks in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.

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For any boating accident resulting in a death or injury requiring hospitalization, each participating agency must:

- Notify State Parks **within 48 hours** of becoming aware it.
- Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
- Include the results of any other investigation conducted by the agency.
- Submit any coroner's reports concerning the death of any person resulting from the boating accident, within one week of completion.

Participating agencies must also submit a Boating Accident Report (BAR – form number A-440) within **10 days** of the occurrence to State Parks for any boating accident:

- Resulting in a death, OR
- An injury requiring hospitalization, OR
- Damage to any vessel or property of two thousand dollars or more, OR
- A vessel is a complete loss, OR
- A person disappears from the vessel under circumstances that indicate death.

Boater Assistance

The local municipality will have the ability to respond or coordinate response to boating emergencies which occur within their jurisdiction. Furthermore, agencies must document each occurrence and report it to State Parks through the Summary of Activity Report (SOAR) at least quarterly using the following definitions:

- **Search and Rescue/Recovery** – Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. Agencies should only report SAR cases on the Summary of Activity Report (SOAR) that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist** – An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under their own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned or commercial vessels. Report the number of vessels assisted and the number of persons assisted on the SOAR report.

Boat Patrol (Boat Log Hours)

Boat patrol (Boat Log Hours) are those hours that the patrol vessel was actually on the water patrolling. Participating agencies must submit a patrol schedule (with the A-299) that demonstrates they are patrolling waters within their jurisdiction during peak recreational hours. They must also patrol a

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minimum number of hours per year. See the note below.

Minimum Patrol Hour Goals Based on Agency Size

- Small agencies - 133 hours
- Medium agencies - 255 hours
- Large agencies - 436 hours

NOTE: State Parks recognizes that Washington State experiences a diverse boating season. Various areas of the state have increased boating activities due to recreation fishing, hunting and pleasure crafting. Because of its diverse landscapes and seasons, State Parks acknowledges that the traditional peak boating season remains during the time between Memorial Day and Labor Day but is not exclusive to that time frame. State Parks has collected data for patrol hours performed by all participating over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours can be a combination of Boat Log and Ramp-side hours.



Patrol hours is considered a critical metric. It is used by State Parks to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

Example patrol schedule

Boat Patrol Schedule							
	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Patrol Hours							
# of Officers / Deputies							
# of Vessels							
Patrol Season Beginning Date				Patrol Season Ending Date			

Enforcement

Participating agencies must enforce safety equipment, vessel operation, noise level, navigation, harbor improvements (as authorized and placed through local ordinances), and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. Agencies must also document and report the numbers of warnings and citations they issue for each type of boating violation in the Summary of Activity Report – **except those issued through SECTOR.**

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State Parks recommends zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence and rules of the road violations. Officers / Deputies should strongly consider issuing citations for violations of these laws in all circumstances.

The SECTOR system should be used to issue boating citations and warnings. State Parks will no longer accept mailed-in paper inspection forms, although State Parks will continue to provide paper inspection forms to agencies for internal use.

Boating Safety Inspections

Participating agencies must complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. Copies of the completed inspections must be submitted to State Parks for statistical purposes. Inspections conducted in SECTOR do not have to be reported to State Parks.

NOTE: We will not accept paper inspection forms after January 1, 2019. All inspections must be submitted using SECTOR.

State Parks has calculated suggested minimum goals for the number of boating safety inspections an agency performs in a boating season based on size.

Suggested Written Inspections – Minimum Goals

- Small, 92
- Medium, 283
- Large, 372

Boating Safety Education / Designated Education Officer / Deputy

Participating agencies must have a boating safety education and information program. At a minimum, they must designate an Officer / Deputy, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations and to coordinate:

- Boating safety presentations, which may include presentations to primary and secondary school children, boating organizations, or youth groups.
- Boating safety instruction meaning a public course of instruction using the Adventures in Boating materials from State Parks, or other state or nationally recognized curriculum approved by State Parks.
- Distribution of boating safety information, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and local media.

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NOTES

- Any Officers / Deputies designated as Certified Boating Education Instructors must be listed as Instructors qualified for the Adventures in Boating course by the State Parks Education and Outreach coordinator.
- State Parks considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations and participation in community events, Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities. Agencies are not required to engage in all education and outreach activities described below but should pursue a mix of tactics appropriate for their area of operation.

Education and Outreach Tactics and Suggested Goals

- **Education Classes:** Classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small = 15 students, 1 Class
 - Medium = 20 students, 1 Class
 - Large = 50 students, 1 Class
- **Boating Safety Presentations to Groups:** Presentations to various groups such as yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Boating Safety Presentations to Schools:** Presentations to local public and or private schools K-12, and colleges / universities.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Vessel Rental Site Visits:** Visits to local vessel rental sites intended to ensure employees and renters are following guidance on the Motor Vessel Rental Safety Checklist. These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards, or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small = 2
 - Medium = 4

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- Large = 6
- **Participation in Community Events:** Events like county fairs, parades, and night outs that reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation in regattas, races, or opening days where there is little or no face-to-face interaction between Officers / Deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small = 40 hours
 - Medium = 150 hours
 - Large = 275 hours
- **Vessel Dealer Site Visits:** Visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
 - Small = 5
 - Medium = 10
 - Large = 15
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program’s by increasing their area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours that Prevention Partners spend conducting RBS activities.
 - Small = 1
 - Medium = 3
 - Large = 5

Media Contacts: (This section only applies to Federal Financial Assistant Grant recipients). The intent is for agencies to distribute recreational boating safety content through their own social media channels, the social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small = 4
 - Medium = 8
 - Large = 16
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include

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stories in the newspaper, radio, and television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of interaction with that partner.

- Small = 4
- Medium = 8
- Large = 16

Campaigns: See SOAR for reporting requirements. Goals for all agencies, regardless of size, is participation in these campaigns. The State Parks Recreational Boating Safety communications staff will distribute content to all agencies for each of the campaigns making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

- Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
- Spring Aboard Campaign was a national campaign but is now a state campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
- National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets and other best practices for optimal safety. In addition to media posts, agencies are encouraged to participate in “Wear IT” events. This campaign is sponsored by the National Safe Boating Council.
- Safe Paddling Week is a campaign sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training, etc.

Waterway Marking

Participating agencies should report the total number of Aids to Navigation (ATONs) that they are responsible for within their jurisdiction on the SOAR. Do not count ATON’s emplaced / maintained by the USCG, Corps of Engineers or other Federal agencies. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified, found in chapter 352-66 WAC.

Accountability

Audits

All agencies will be audited on a periodic rotating basis. When your agency is slated for an audit, the State Parks Marine Law Enforcement Coordinator will contact your agency to schedule a time. You will

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be sent a list of documents and questions that you will need to prepare before the audit. Audits are a review of the performance and accomplishments to measure and evaluate compliance with the terms of the agreement with State Parks.

Compliance

If it is determined that a participating agency is not in compliance with the minimum requirements of the agreement, the State Parks Marine Law Enforcement Coordinator will notify the agency through a Non-Compliance Warning Letter and cite the wording of the agreement. The letter will request the agency responds with a plan to remedy the deficiency per **WAC 352-64-060 (3)**: Revocation of approval ***“Those counties or local jurisdictions unable to demonstrate compliance with minimum approval requirements will have forty-five days to submit a plan satisfactory to state parks to remedy the deficiencies. If, after forty-five days, a county or local jurisdiction is unable to demonstrate its ability to meet minimum requirements, state parks may revoke the program approval after the county or local jurisdiction has had an opportunity for a hearing under chapter 34.05 RCW, the Administrative Procedure Act.”***



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: 2022 Annual Progress Report for the Climate Action Plan

SUMMARY: This annual progress report provides a summary of key actions completed by the City to implement the City's Climate Action Plan.

- * This is the first progress report
- * Key achievements are highlighted
- * The report is available on the city's website

AGENDA CATEGORY: Report

PROPOSED BY: Executive

RECOMMENDED MOTION: Receive the 2022 Annual Progress Report for the Climate Action Plan.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The City of Bainbridge Island's first Climate Action Plan ("CAP") was adopted by the City Council on November 10, 2020. This annual progress report provides a summary of key actions completed by the City to date to implement the CAP. This report is posted on the City website at www.bainbridgewa.gov/ClimateAction.

ATTACHMENTS:

[2022 Annual CAP Progress Report.pdf](#)

FISCAL DETAILS:

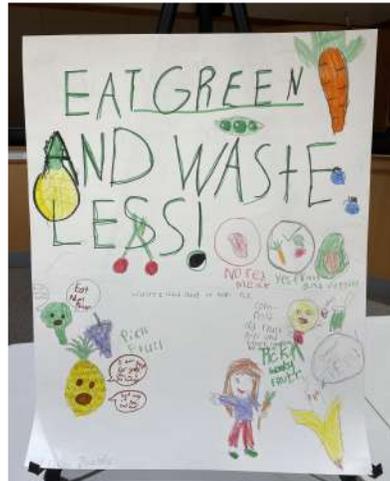
Fund Name(s):

Coding:



CLIMATE ACTION PLAN

2022 ANNUAL PROGRESS REPORT



BAINBRIDGE ISLAND

has a rich tapestry of ecosystems, including forests, wetlands, and shorelines, that provide important environmental benefits and enhance our quality of life. In recent years, we have seen more and more local climate change impacts with intense heat waves, smoke from summer wildfires, extreme tides, and frequent flooding that threatens our natural environment, our health, and our future. We've also seen a strong commitment to climate action from the Bainbridge community providing a unique opportunity to show how a community of determined individuals can work together to reduce greenhouse gas emissions.

In November 2020,

Bainbridge Island City Council approved the first-ever Bainbridge Island Climate Action Plan (CAP). This plan is a culmination of a three-year effort by the Climate Change Advisory Committee working with City of Bainbridge Island (COBI) staff, community stakeholders and the public. The CAP identifies key actions COBI and the community can take to help reduce greenhouse gas (GHG) emissions from building energy use, transportation, waste generation and disposal, and overall consumption, while also building resilience to keep our people and our environment safe from climate change impacts.

Climate Action Plan Goals

GOAL 1

Reduce Greenhouse Gas Emissions

by 90% by 2045 compared to 2014 levels, with interim goals in 2025 & 2035.

2014

25% by 2025

60% by 2035

90% by 2045

GOAL 2



Ensure Bainbridge Island is

Climate Savvy

and can

Withstand the Impacts

of climate change.



GOAL 3

Inspire Community Action

and partner with local and regional organizations to take

Meaningful and **Equitable**

climate change mitigation and adaptation actions.



Key Achievements

November 2020 - October 2022

- **Hired climate action staff** to implement the Climate Action Plan
- **Hired climate action staff** specifically for community outreach and support
- **Passed new regulations** to reduce waste from single-use plastics
- **Adopted the Sustainable Transportation Plan** with a core focus on reducing GHG emissions
- **Added new bike lanes** including a new segment of the Sound to Olympics Trail
- **Purchased first electric vehicle** in the COBI fleet and installed first fleet-focused charging station
- **Selected as one of 12 communities** in the country to receive technical assistance for renewable energy and resilience from U.S. Department of Energy
- **Launched the Climate Smart Challenge** with more than 180 households participating through October 2022

We acknowledge that Bainbridge Island is within the aboriginal territory of the suq̓wabš “People of Clear Salt Water” [Suquamish People].

Expert fishermen, canoe builders, and basket weavers, the Suquamish People live in harmony with the lands and waterways along Washington’s Central Salish Sea as they have for thousands of years.

Here, they live and protect the land and waters of their ancestors for future generations as promised by the Point Elliot Treaty of 1855.

- **Received two grants** to map sea level rise vulnerabilities on the island
- **Evaluated six community disaster hubs** for solar panels and battery storage
- **Hosted climate action community workshops**, presentations and tabling events
- **Updated climate action resources** on the COBI website and in COBI communications
- **Created climate change lesson plans** for Grades 4-12 and piloted an after-school “Climate Smart 4th Grader” program

Implementation

New Climate Action Staff

COBI's first Climate Mitigation & Adaptation Officer began work in October 2021 and is supported by a term-limited Climate Action Outreach Coordinator that began work in June 2022. The Climate Officer is responsible for working with COBI staff and community members to develop programs, policies, and projects to implement the CAP. The Outreach Coordinator helps support education and outreach for the Climate Smart Challenge and the 2022 and 2023 single-use plastic waste reduction regulations.

Centering Equity in City Decision Making

A list of equity-centered questions was developed in early 2022 to build considerations of racial equity intentionally and explicitly into COBI decision making. Questions were adapted from the Local and Regional Government Alliance on Race & Equity "Racial Equity Toolkit: An Opportunity to Operationalize Equity." A draft equity lens tool was used by COBI staff in 2022 to review a possible ordinance requiring a transition to zero emission electric landscaping tools, such as leaf blowers. Questions from the equity lens tool were reviewed with both the Racial Equity Advisory Committee and the Climate Change Advisory Committee. This tool will continue to be utilized in

development of a potential community program and/or ordinance related to electric landscaping tools in 2023-24.

Applying a Climate Lens to City Projects

The CAP includes actions to consider climate change impacts in municipal projects to ensure decisions are climate informed. Working with a consultant, Bainbridge-specific resources were incorporated into a tool designed to better anticipate and respond to climate change impacts and future community exposure to risk under altered conditions. Training on use of the tool is planned for COBI staff in the next year.

GHG Emissions Inventory Update

COBI staff recently completed an updated GHG emissions inventory for municipal activities using 2019 data. Municipal GHG emissions increased 12% from 2014 to 2019, primarily due to an increase in water-related electricity use, diesel use for vehicles and equipment, and the amount of waste sent to the landfill. The next community GHG inventory is currently planned for completion in 2026 to assess progress in meeting the CAP goal to reduce GHG emissions 25% by 2025.

Energy

Renewable Energy & Resilience Assessment

In June 2022, COBI was selected as one of 12 communities nationwide to receive technical assistance as part of the second cohort of the U.S. Department of Energy's [Energy Transitions Initiative Partnership Project](#) (ETIPP). The ETIPP Community Technical Assistance program helps remote, island, and islanded communities transform their energy systems and increase energy resilience. COBI's application requested technical assistance to analyze the feasibility and associated costs of renewable energy options to move the community towards a goal of 100% renewable electricity by 2040, and to increase the resilience of electric systems on the Island, per actions outlined in the CAP. COBI staff is working with the National Renewable Energy Laboratory, Pacific Northwest National Laboratory and Spark Northwest, and with community partners from the School District, Fire Department, WSDOT, Washington State Ferries, Puget Sound Energy, Bainbridge Prepares, Sewer District 7, the Climate Change Advisory Committee, and Utility Advisory Committee on this program, which will run through the end of 2023.

Did You Know?

Puget Sound Energy (PSE) has an energy mix containing over 50% fossil fuels. While the [Clean Energy Transformation Act](#) requires the State's electricity supply be free of coal by 2025, carbon neutral by 2030 and 100% carbon-free by 2045, COBI's CAP has an even more ambitious goal, calling for all the Island's sources of electricity to be carbon-free by 2040 or sooner.

100% Green Power for City Facilities

COBI facilities are powered by 100% Green Power from PSE, via their large volume Green Power Program. While PSE's electricity fuel mix contains a combination of coal, natural gas, hydro, wind, solar, nuclear, and other, their large volume Green Power fuel mix is 91% wind and 9% biogas. By participating in the Green Power Program, COBI is matching 100% of standard electric use with renewable energy, which ensures that all municipal electricity use can be counted as zero emission electricity. COBI has participated in PSE's [Green Power Program](#) since 2015.



Did You Know?

COBI is designated as a **Green Power Partner** with the U.S. Environmental Protection Agency (EPA)! The EPA established the Green Power Partnership in 2001 to encourage organizations to use green power voluntarily to protect human health and the environment. In 2021, 9.4% of electricity used on the Island came from renewable sources.

Community Solar Evaluation

COBI worked with PSE in 2022 to complete an evaluation of a potential community solar location by the Transfer Station at Vincent Road. PSE determined that this site was not a viable candidate for community solar due to the lack of three phase power at the site.

PSE Franchise Agreement

COBI solicited feedback from the Climate Change Advisory Committee and the Utility Advisory Committee to draft a PSE Partnership Agreement addressing CAP goals

to increase renewable energy generation and energy efficiency on the Island. COBI will continue to work with PSE on the Partnership Agreement topics once the Franchise Agreement negotiation is complete in early to mid-2023. COBI staff is also working to support PSE's desire to increase their reliability by processing their requests for Comprehensive Plan land use map amendments, rezones, and code amendments related to development regulations that may hinder upgrade projects.

Zero Emission Landscaping Tools

Gas-powered lawn and garden equipment can contribute significantly to local and regional air pollution, with negative impacts for both people and the environment. In January 2022, COBI ordered zero emission, electric landscaping tools, such as leaf blowers and chainsaws, for a pilot test in COBI operations. As of November 2022, the tools were still awaiting arrival due to supply chain issues.



Transportation

Electric Vehicle

Carsharing Program

Mobility for All – a non-profit advocacy group based on Bainbridge Island – received \$193,247 in grant funding from the Washington State Department of Transportation's Zero-Emissions Access Program in July 2022. Grant funds will be used to purchase two electric vehicles (EVs) and install EV chargers in the City Hall parking lot for a community carshare pilot program. This program is expected to be up and running in early 2023.

EVs and Alternative Fuels

COBI's total motor vehicle fleet/equipment fuel usage makes up approximately 20% of annual GHG emissions from municipal operations. COBI is working to electrify its municipal fleet and to build an electric fueling infrastructure that will be resilient in the event of prolonged power outages. Several actions have been completed in support of this goal, including:

- Arrival of the first fully electric, zero emission Ford Mach-E in August 2022 and installation of a Level 2 charger at the Public Works Operations & Maintenance (O&M) Yard.
- An evaluation of the electrical system needs

and recommended infrastructure to charge EVs at COBI facilities. The final report recommends adding three Level 2 chargers behind City Hall to accommodate the addition of six planned EVs within the municipal fleet in the next two years.

- A request for qualifications to complete a needs assessment and recommend a strategy for converting all light-, medium- and heavy-duty COBI vehicles and fueling infrastructure to electric. A fleet electrification strategy is anticipated to be completed in mid-2023 and will help inform next steps for meeting the CAP goal to transition the fleet to primarily electric vehicles.
- A transition from diesel/biodiesel (B20) fuel to renewable diesel (R99) fuel in 2022. R99 fuel is derived from non-petroleum renewable sources, like vegetable oils, with no palm oil allowed, and reduces GHG emissions.



Increasing EV Charging on the Island

Updates to the zoning code were adopted in November 2022 to increase EV parking infrastructure on the Island. The new code updates establish minimum requirements for parking spaces with EV supply equipment (chargers) installed and parking spaces provided with sufficient electrical infrastructure to allow for the future installation of EV supply equipment in certain types of new development and expansion projects. These updates enhance EV parking requirements outlined in State [WAC 51-50-0429](#) that take effect July 1, 2023, and set an earlier effective date, January 1, 2023, for applicable commercial and multifamily developments on the Island.



City Hall Employees Bike to Work Day 2022

COBI employees participated in a Bike to Work event on Wednesday, May 18th. Despite a rainy, windy morning, at least 11 employees commuted by bike. All employees were invited to a lunchtime celebration with information on electric bicycle options, best practices for commuting by bike, the commute trip reduction program, and basic bicycle repairs.



Did You Know?

Almost 50% of car trips are less than 3 miles long – a great distance for a bike trip! If big hills are keeping you from making those short trips by bicycle, an electric bike – or e-bike – may be a good option.

New Sustainable Transportation Plan

In March 2022, City Council adopted the **Sustainable Transportation Plan** (STP) to reduce GHG emissions by building out a transportation network that is safe, accessible, and connected for sustainable modes of transportation. The plan establishes a new vision for mobility on the Island that will reduce carbon emissions and improve safety and mobility for all. With a focus on complete and connected networks that enhance the Island's natural systems, the plan identifies new projects, programs, and policies to provide safe, all-ages-and-abilities facilities for people traveling across the Island. Efforts are currently underway to implement the STP and to identify and analyze additional actions related to transportation that could reduce Vehicle Miles Traveled (VMT) and associated GHG emissions (see Appendix A). Work will continue through mid-2023 to complete the following tasks:

- Measure the GHG emissions reduction potential associated with the suite of projects identified in Scenario 2 in the STP to reduce VMT by on-road vehicles
- Identify and measure additional activities that could help reduce GHG emissions associated with on-road vehicles and VMT on the Island

- Improve the process and data sources for VMT data utilized in the community GHG emissions inventory
- Develop a multimodal transportation impact fee designed to assist with implementation of the STP
- Support transportation-related considerations as part of the upcoming Winslow Subarea Plan analysis

Did You Know?

Youth Can Now Ride Transit and Ferries for Free!

Transit and Washington State Ferry riders 18 and younger can take transit for free thanks to Move Ahead Washington, a statewide transportation funding package.

Transit: Riders 13 and older are encouraged to show one of the following to the driver, if available: Youth ORCA Card or Current High School or Middle School Student ID. Youth who do not have one of these can still ride for free.

Ferries: Youth 18 and younger riding as a passenger in a vehicle and those walking onto a state ferry ride for free. Drivers under 19 years old will continue to pay the adult vehicle and driver fare.



Did You Know?

You can ride the bus without cash!

Purchase an **ORCA card online** or on the Island at Safeway or at the new ORCA vending machine located outside the Bike Barn by the ferry terminal. You can also download the **Transit GO Ticket app** to buy tickets with your smartphone.

Have you tried BI Ride?

You can also use public transit to reduce your emissions. You can travel by bus on the Island all day long with BI Ride! **BI Ride** is an on-demand, shared-ride service for getting almost anywhere on Bainbridge Island. BI Ride is available weekdays from 8:45 am – 3:30 pm and Saturdays from 9 am – 6 pm.

Download the Ride Pingo app on the App Store or Google Play, create a profile, book your ride and the bus will pick you up. You can also call 1.844.424.7433 to schedule a ride. You can pay for your BI Ride trip with the Ride Pingo app, **Transit GO Ticket app**, cash, or your **ORCA card**.



Buildings

Resilient Disaster Hubs

Community disaster hubs are strategically located across the Island to provide limited emergency services and a meeting point for neighbors following a massive disaster.

American Rescue Plan Act (ARPA) funds were used to evaluate the potential to install solar panels and battery energy storage systems that would allow for limited power during a prolonged power outage at six hubs.

Four of the six hubs (noted with an * on the map) have the potential to easily add solar panels based on a review of the structure, property, orientation and access to sunlight, facility energy use, and existing electrical infrastructure. Three of those sites were also identified as good candidates for battery energy storage. In October 2022, City Council authorized installation of additional solar panels at the Senior Center and to allocate \$104,000 of ARPA funds to the Solar Project from the Wastewater Beneficial Reuse Project to install solar panels and battery energy storage at Hyla School Middle School. Funding for the Hyla School project is conditioned upon the School providing any additional project funding, and ongoing maintenance of the panels and battery, as match.



Preparing for Sea Level Rise

Sea level rise poses a risk to public infrastructure on the Island. The most likely projections currently indicate that relative to the year 2000, the Island will experience one foot of sea level rise by the year 2060. Preparing for sea level rise is a priority focus in the CAP.

- **Mapping Sea Level Rise on the Island:**

COBI received two grants to complete a high-resolution assessment of local sea level rise impacts in 2023. Grant funds will be used to identify public infrastructure most at risk and start developing adaptation strategies to protect roads, water pumps, sewage infrastructure and other infrastructure on the Island.

- **Increasing Utility Infrastructure Resilience:**

COBI recently completed the Yeomalt Emergency Drainage Repairs project to install a tidal valve on a stormwater outfall to prevent upland flooding during excessive high tides. COBI is currently designing options to relocate the Wing Point Sewer Pump Station out of a tidal zone that is impacted by sea level rise.



Providing Cooling During Extreme Heat Events

COBI opened the Senior Community Center as a cooling center in June and August 2021 in response to excessive heat warnings. Air conditioning and water were available for visitors, and BI Ride and Island Volunteer Caregivers provided rides to the Center as needed. Cooling centers are opened on the Island when temperatures are at 90 degrees or hotter for four or more hours, based on the official National Weather Service forecast. COBI also purchased five portable air conditioner units that are available for community members via requests submitted to the Senior Center or Island Volunteer Caregivers.

New Resident Resources for Wood Fire Alternatives

Burning wood produces emissions that are widely recognized as harmful to human health. Many of these harmful emissions can occur both indoors and outdoors and can pose a risk to children, older adults, and people with heart disease, asthma, and other lung diseases. New resources regarding electric heat pumps, EPA certified wood stoves and clean burning practices—including a short video – are available on the [City website](#).

Natural Environment

Puget Sound Climate Preparedness Collaborative

COBI joined the [Puget Sound Climate Preparedness Collaborative](#) in 2022.

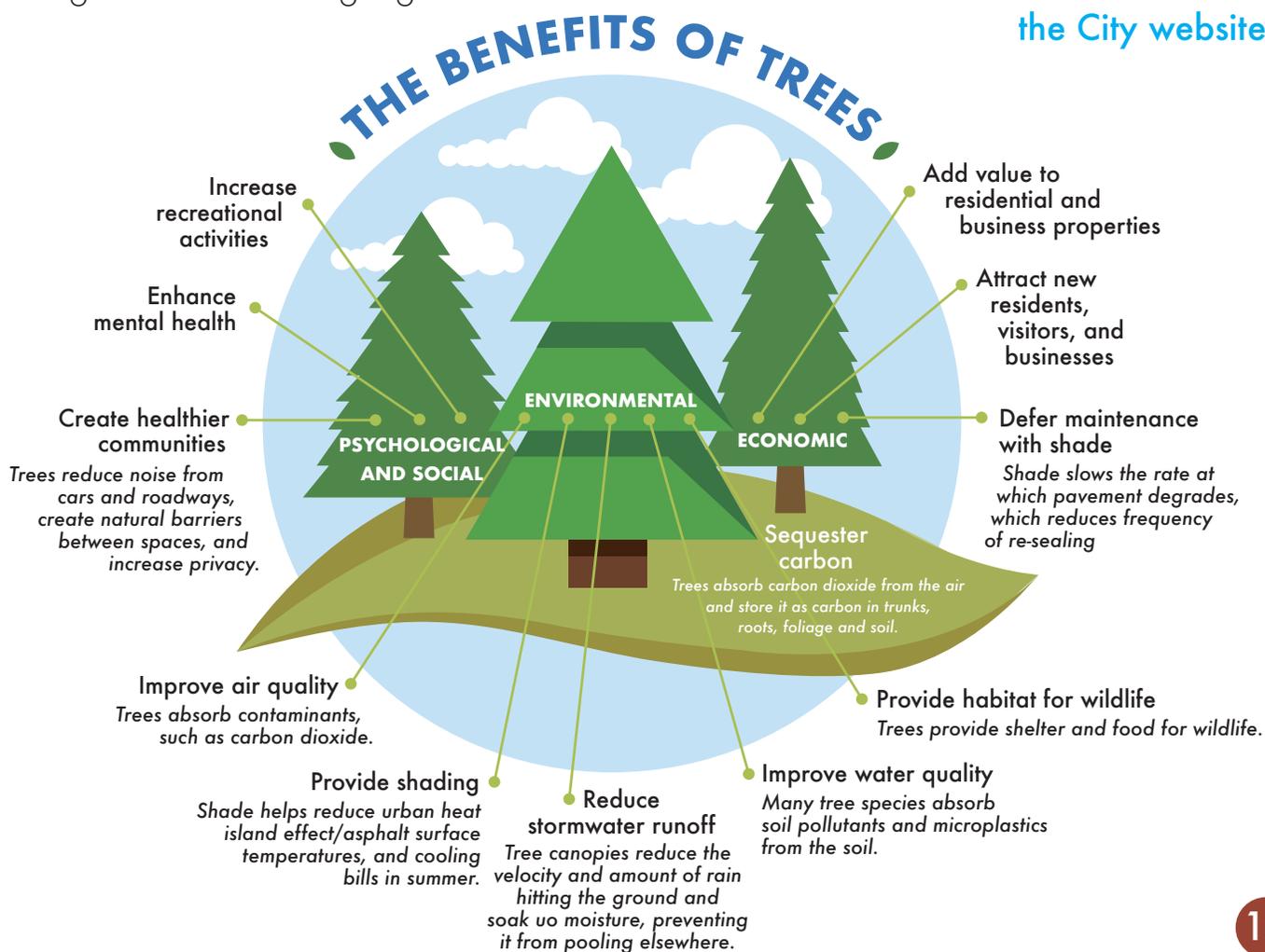
The Collaborative is a forum for peer-to-peer learning and cross-disciplinary exchange of information, ideas, and opportunities related to climate preparedness.

It also serves as a medium for amplifying organizational preparedness priorities, needs, and ideas with other stakeholders, including local and tribal governments, state and federal agencies and other Puget Sound organizations working together to

ensure that the economy, environment, and all community members are resilient to the impacts of climate change.

Climate Smart Tree Resources

COBI's Arborist and Climate Officer hosted a community webinar in September 2022 to talk about urban trees, including how to choose the right species for the right space, how to plant correctly, and how to care for trees to maximize their success rate. The webinar highlighted five key things to think about when planting urban trees and can be viewed as a [YouTube recording on the City website](#).



Preparing for Climate Change Impacts

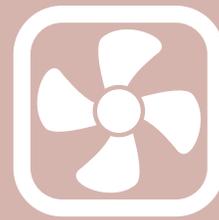
Wildfire Smoke

Several wildfires in September and October 2022 produced multiple days of unhealthy air quality in the Puget Sound region. At one point in October, Seattle had the worst air quality in the world, according to IQAir, a Swiss company that measures air pollution. The Puget Sound Clean Air Agency noted UNHEALTHY to VERY UNHEALTHY conditions across the Puget Sound region and recommended everyone take precautions to protect their health and stay indoors if possible.

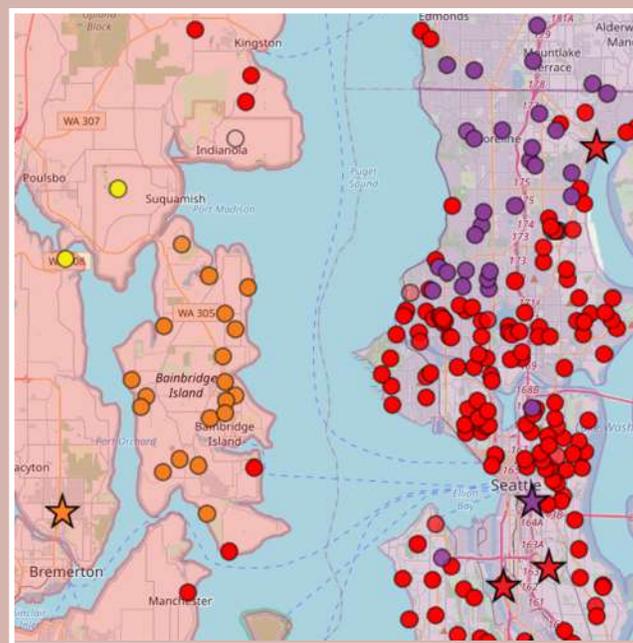
Wildfire smoke is a major threat to human health and the largest source of particle pollution in Washington. Breathing in smoke can irritate eyes and throats, and produce headaches, wheezing and coughing. For people who already suffer from a respiratory illness or heart disease, the effects are worse, and can even be life-threatening.

Climate researchers predict that the number of acres burned each year in the west will continue to rise, as warmer winters reduce mountain snowpack, and hotter summers dry foliage more quickly, setting the stage for wildfire. Learn more about air quality and how to protect yourself during smoke events at pscleanair.gov.

Reducing Exposure to Smoke Pollution



One easy and affordable way to make your own air cleaner at home is with a box fan and a furnace filter. These “filter fans” can filter out the small particles that are common in wildfire or wood smoke. Particle pollution can lead to a number of immediate and long-term health impacts such as trouble breathing, asthma attacks, and lung and heart disease. Particle pollution is especially dangerous for children, the elderly, and people with sensitive immune systems. Learn how to make your own filter fan at pscleanair.gov.



- Moderate (50-100 AQI)
- Unhealthy for Sensitive Groups (101-150 AQI)
- Unhealthy (151-200 AQI)
- Very Unhealthy (201-300 AQI)

Air quality sensor map on October 20, 2022 from the Puget Sound Clean Air Agency: pscleanair.gov/sensormap

Waste

New Rules for Reducing Single-Use Plastic Waste

In June 2021, City Council passed Ordinance 2021-18, which only allows single-use food service products to be provided when a customer asks or confirms they would like to use them. In November 2021, City Council adopted Ordinance No. 2021-34 to reduce plastic waste from food service and lodging businesses. Both ordinances were passed in support of a priority action in the CAP to reduce single-use plastics to protect the marine environment and reduce GHG emissions.

New Regulations in 2022

Starting in 2022, single-use food service products can only be provided when a customer asks or confirms they would like to use them.

Single-use food service products include:

- Utensils
- Straws/stirrers
- Condiments in packaging
- Beverage cups and/or lids (beverage cup lids for hot beverages or beverages for delivery, drive-thru, or curbside pickup are still allowed without customer request)

New Regulations in 2023

Starting in 2023, retail food and lodging establishments will have new requirements to reduce plastic waste associated with onsite dining, to-go food orders, and packaging for personal care products.

The new regulations:

- Prohibit disposable plastic food service ware
- Require reusable food service ware for on-site dining
- Require that disposable food service ware be “home compostable”
- Prohibit the use of expanded polystyrene-based food service ware (all plastics #6 and Styrofoam) for prepared food
- Require a 25-cent fee for disposable cups
- Encourage the use of refillable dispensers for personal care products in lodging establishments
- Prohibit the distribution of single-use personal care products not packaged in “home compostable packaging”



2023 Food Retail Establishment Guidelines



USE REUSABLES!

REQUIRED: Use reusable instead of disposable food service ware for onsite dining.

- Use reusables made from metal, ceramic and glass for onsite dining
- Encourage consumers to bring their own reusable to-go containers
- Consider services that provide reusables for to-go orders

CHOOSE HOME COMPOSTABLE

REQUIRED: Use home compostable food service ware made with natural fibers (e.g., paper, sugarcane, bamboo, etc.) for to-go orders.

- Required for disposable food service ware, including plates, bowls, cups, utensils, clamshells, deli containers, etc.; these natural fiber items must be PFAS-free and certified by BPI, CMA or another City-approved third party
- Required for single-use food service products including utensils, straws, stirrers, condiments in packaging, and beverage cups/lids
- Home compostable products with plant based, non-synthetic liners (e.g., corn-based PLA liners) are allowed

REFUSE PLASTIC!

NOT ALLOWED:

Plastic, disposable food service ware is not allowed for onsite dining or to-go orders.

- Food service ware made from petroleum based plastic or synthetic, compostable plastic is not allowed
- Natural fiber products with synthetic, petroleum based plastic liners are not allowed
- Expanded polystyrene food service ware (all #6 plastics and Styrofoam) is prohibited
- Condiments served in disposable, individual serving packaging are not allowed for onsite dining
- Single-use food service products must only be distributed upon request

Learn more at:

www.Bainbridgewa.gov/ZeroWaste

Business Waste Reduction Efforts

COBI partnered with the Bainbridge Island Chamber of Commerce (Chamber), Bainbridge Island Downtown Association (BIDA), and Bainbridge Island Zero Waste to administer the Business Ambassador program in 2021 and 2022. Business Ambassadors visited retail food and lodging businesses subject to the 2022 and 2023 waste reduction regulations and worked with COBI staff to develop educational and resource materials for both business staff and customers. Free posters and tabletop tents communicating changes for customers are available for local businesses to pick up at the Chamber or City Hall. Detailed information about the 2023 requirements, including an example list of compliant, home compostable products, is also available on the [City website](#).

Erase the Waste Pledge

Businesses that pledged to reduce their use of single-use plastics before the new, 2023 requirements go into effect received recognition as a Climate Smart Bainbridge business leader. Participating businesses received free social media promotion, newspaper advertisements, and a PVC-free window cling to showcase their waste reduction leadership. Residents were also invited to complete a complementary customer pledge to reduce their use of single-use plastic and

support participating businesses. A total of nine businesses and 23 residents had taken the pledge through November 2022.

Participating Businesses:

- The Island School
- Town & Country Market
- OfficeXpats
- The Madison Diner
- Bainbridge Island Chamber of Commerce
- The Quality Inn & Suites
- Bainbridge Vineyards
- SuBI Japanese Restaurant
- Cups Espresso and Cafe



Zero Waste at Celebrate Bainbridge

COBI partnered with the Chamber, BIDA and Bainbridge Island Zero Waste to create a series of Climate Smart Bainbridge initiatives for inclusion at Celebrate Bainbridge activities in July 2022. Events included hydration stations to refill water bottles, a display at the library encouraging patrons to bring their own beverage containers to events, and educational materials to promote both the 2023 waste reduction regulations and the Climate Smart Challenge at the July 3rd Street Dance and the Grand Old Fourth Street Fair.

Solid Waste System Review

The CAP includes specific targets to reduce waste-related emissions, with goals to reduce residential, commercial, and industrial waste generation; increase diversion of waste from the landfill; and optimize collection and disposal systems to minimize GHG emissions. COBI is currently working with a consultant to conduct a comprehensive evaluation of the Island's solid waste and recycling structure to determine efficiency and effectiveness. Bainbridge Island is currently served by Bainbridge Disposal, a locally owned waste management and recycling company, regulated by the Washington Utility and Transportation Commission. COBI does not have a local franchise agreement with Bainbridge Disposal and is exploring options to improve landfill diversion, reduce organic waste, improve the range and type of services provided on the Island, and develop a solution for the placement of trash receptacles along narrow public rights of way.

A report outlining next steps for COBI to accomplish waste-related goals outlined in the CAP is anticipated in mid-2023.

How is waste managed on Bainbridge Island?

Solid waste includes household and commercial garbage, recyclables, yard and organic waste, construction debris and bulky waste items (i.e., appliances, furniture). Solid waste generated on the Island is aggregated at an on-Island transfer station and then trucked and shipped by rail to be landfilled in eastern Oregon. Recyclables are hauled to several different locations both within and outside Kitsap County. Most of the collected yard and food waste is trucked off Island to Belfair in Mason County and an unknown, but substantial, amount of green waste that is generated from residential, commercial, and agricultural activities is not captured for composting or other beneficial uses.



Community Engagement

Climate Smart Challenge

The **Climate Smart Challenge** is the core public engagement tool in support of the CAP. The Challenge encourages residents to think critically about both big and small changes they can make to reduce their climate impact, save money, and improve their health and the comfort of their home. Since launching in March 2022, more than 180 households have completed new actions to reduce more than 84 tons of GHG emissions.



Climate Action Lesson Plans

COBI recently created free lesson plans and activities to help students measure carbon footprints, identify concrete climate solutions, and address climate anxiety. Lesson plans with short videos and slide decks for Grades 4-6 and Grades 7-12 are available to download on the **City website**. Climate Smart **coloring sheets** are also available for younger audiences.

Climate Smart 4th Grader Pilot Program

COBI staff administered a “Climate Smart 4th Graders” after-school pilot program at Ordway Elementary in Fall 2022 with the help of the Ordway PTO. Approximately 14 students participated in a six-week session to learn about climate impacts and solutions related to home energy use, transportation, food choices and waste disposal.



Climate Smart Teams

The Climate Smart Teams Program provides a fun and impactful way to learn about actions to both reduce GHG emissions and prepare homes and families for the impacts of climate change. The Teams Program includes a series of meeting agendas that focus on climate and sustainability solutions, emergency preparedness, and resilience with short videos, guided discussion questions, and a celebration to recognize the impact of team members who complete actions in the Climate Smart Challenge.

Climate Smart Leaders

The Climate Smart Leaders program celebrates and promotes individuals and groups that are active in the Climate Smart Challenge and taking the lead on climate action in the community. Leaders can be nominated by themselves or others by completing a short [nomination form](#). Climate Smart Leaders have:

- Earned at least 5,000 points in the [Climate Smart Challenge](#)
- Participated in the Challenge Teams Program
- Completed one or more of the "Big Actions" in the Challenge
- Taken other actions to lead on climate action in the community

Community Climate Action Resources

Residents can find climate change-related news and resources on various communication channels, including: the [City website](#), [COBI Connects](#), the [City Manager's Report](#) and COBI's social media pages, including [Facebook](#), Twitter and Nextdoor.

Climate Action Tabling & Presentations

Since October 2021, COBI staff and community volunteers have participated in eight community tabling events and provided 19 community presentations, reaching over 600 people. These community outreach

Congratulations to the first Climate Smart Leader on Bainbridge Island – Congregation Kol Shalom!

They recently received recognition as a "Certified Cool Congregation" for their efforts to replace an old fuel-oil boiler with efficient electric heat pumps. These efforts reduced their energy consumption by nearly 60%, saving thousands of dollars in energy costs and preventing 9.6 tons of carbon emissions annually.



efforts encouraged residents to sign up for the Climate Smart Challenge and educated the public about actions to reduce GHG emissions and the 2022-2023 single-use plastic waste reduction ordinances.

Senior Center Focus Group

A student with the University of Washington's Program on Climate Change completed a capstone project working with senior citizen members of the Bainbridge Island community, in partnership with the Climate Change Advisory Committee. The goal of the project was to identify climate change actions residents are willing to take, and areas where there may be reluctance or resistance to taking actions. A virtual workshop was held with members of the Senior Center in February 2022 and the student presented a final report at the April 20, 2022 Committee meeting.

Appendix A

Implementation of Sustainable Transportation Projects as of October 2022

Name	Description	Schedule
Sportsman/New Brooklyn Sidewalks	Multi-use sidewalks at the Sportsman/New Brooklyn intersection	Complete
Madison Avenue Sidewalks and Bike Lanes	Separated bike lanes and wider sidewalks on the east side of Madison between Wyatt and New Brooklyn	Begin construction in Q3 2023
Connecting Centers –Bucklin/Fletcher	Separated bike lanes on both sides between Blakely and Fletcher Bay	Preliminary design
Connecting Centers –Eagle Harbor Drive	Enhanced bike facilities along Eagle Harbor, to the Head of the Bay	Begin construction in Q3 2024
Connecting Centers –Wyatt Way	Enhanced bike facilities from the Head of the Bay to Nicholson; safety improvements at Finch intersection	Begin construction in Q3 2024
Dana’s Trail	Hard surface trail between Sakai Park and New Brooklyn; final segment to be completed in conjunction with Winslow water tank replacement project	Construction started; completion expected in 2025
Grow Avenue Traffic Calming	Minor traffic calming improvements between High School and Winslow Way	Preliminary design and construction in 2024
Farm Trail	Soft surface trail connecting Lovgreen and Day Road	Construction started; wetland mitigation and trail completion expected by end of Q1 2023
Electric Shuttle	Feasibility study and preliminary cost development for Island-wide and Winslow electric shuttle	Study to be developed in Q1 2023
E-Vehicle Share Program	Two Level 2 EV chargers at City Hall for electric carshare program and public use	Implementation to start in Q4 2022
Speed Limit Reform	Consistent and lower Island-wide speed limits	Speed limit adoption planned for Q4 2022
Transportation Benefit District Expansion	Refined concepts and estimates for Scenario 2 in the STP, including strategies for funding/financing	\$10 fee increase adopted by the City Council in Q4 to support STP projects and programs

Appendix A

Implementation of Sustainable Transportation Projects as of October 2022

Name	Description	Schedule
Sound to Olympics Trail (STO) – Copper Top Segment	30% design for Copper Top segment between Sakai Pond Connector and Madison Avenue	Preliminary design to start in Q4 2022
STO – Long Term Plan	Concept alignment for STO between Madison and Agate Pass Bridge	Concept planning to start in Q4 2022
STO – Grant Support	Grant procurement support for the STO Trail	RAISE grant support to start in Q4 2022
Sportsman/New Brooklyn Sidewalks	Multi-use sidewalks at the Sportsman/New Brooklyn intersection	Complete
Madison Avenue Sidewalks and Bike Lanes	Separated bike lanes and wider sidewalks on the east side of Madison between Wyatt and New Brooklyn	Begin construction in Q3 2023
Transportation Impact Fee Update	Transportation Impact Fee project list update and potential fee increase to support projects	City Council consideration in Q1 2023
Enhanced Street Maintenance	Increased focus on bike lane and shoulder maintenance	Staff increase included in proposed 2023-24 budget
Sweeper Purchase (Maintenance)	Small sweeper for bike lanes (and electric sweeper evaluation for sidewalks and bike lanes)	Purchases included in proposed budget for 2023 and 2027
Vehicle Miles Traveled Evaluation (STP Metrics)	Transportation/traffic model and metrics that can be used to evaluate the GHG emissions reduction impacts from STP implementation	Started in Q3 2022; model to be completed in Q2 2023
COBI Fleet Electrification	Replacement of COBI fleet vehicles with EVs and associated facility upgrades to support charging infrastructure	Fleet replacement strategy to be completed Q3 2023

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
GHG Inventory	2.A.1.a	COBI will work with the CCAC to improve the accuracy and site-specificity of data for GHG emission categories that are currently based on regional models (particularly vehicles and air travel)	In Progress: Project underway to improve accuracy of transportation-related data for GHG inventory.
	2.A.2.a	COBI will complete the next GHG emissions inventory by 2022 for the year 2021. Complete the next GHG emissions inventory for the year 2025 by 2026 and then complete a GHG emissions inventory every 5 years thereafter.	Future Action: Municipal inventory updated for 2019. Community inventory planned for 2026 (using 2025 data).
	2.B.1.a	COBI, working with the CCAC, will approach academic institutions for assistance to plan more rigorous analysis methods, including ground-truthing of tree inventories. Collaborations may include student apprenticeships, student thesis research opportunities, or collaborative research grant proposals. Consider also joint studies with BILT.	Future Action
Energy	3.A.1.a	All COBI projects (e.g., Police Station, WWTP improvements) adopt requirements to use high-performance retrofit technologies where feasible (e.g., variable frequency drives in HVAC systems, heat recovery systems, and dedicated outdoor air systems).	Future Action
	3.A.1.b	Work with PSE to: 1) raise awareness about existing rebate and assistance programs that will increase access to energy conservation and efficiency programs, focusing on low-income households and nonprofit organizations; 2) explore creating new incentive/rebate programs; and 3) develop a local program to encourage homeowners that have sufficient potential to acquire customer-owned generation like roof-top solar and small wind turbines.	In Progress: PSE incentives and programs highlighted in Climate Smart Challenge. Submitted partnership agreement proposal to PSE seeking collaborative action to reduce GHG emissions and improve the safety and reliability of electricity on the Island.

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Energy	3.A.2.a	Use the Green Energy and Building Fund to provide incentives to building owners and residents to increase electrification conversions and battery storage and to assist in energy audits for residential home projects, including affordable housing (e.g., install energy conservation measures, provide financial incentives for existing building owners to transition from propane, fuel oil, and wood stoves to all electric buildings).	In Progress: Included 2023-24 budget request for a pilot program to transition Island homes to electric heat pumps.
	3.B.1.a	Work collaboratively with PSE, via the PSE Franchise agreement update and other mechanisms, to move towards a 100% carbon-free electrical supply, preferably sooner than the Washington State mandated goals.	In Progress: This is part of scope of work for the ETIPP program. Staff also received feedback from PSE regarding a willingness to work on the partnership agreement issues in an MOU format. This will not be finalized until after the ongoing franchise negotiation is completed in mid-2023.
	3.B.1.b	Work with PSE and others to develop incentive programs to increase installation of renewable energy and passive photovoltaic (PV) solar or other technologies on new and existing buildings.	Future Action
	3.B.1.c	Adopt a policy that prohibits propane, fuel oil, and wood stoves as the primary energy source for all new municipal, commercial, industrial, and residential buildings and in renovations and additions over a certain size.	Future Action
	3.B.1.d	Develop incentives for existing commercial, industrial, and residential buildings to replace propane, fuel oil, and wood stoves as their primary heating sources.	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Energy	3.B.2.a	Develop and hold trainings/workshops for Island and neighboring communities' builders, contractors, architects, and homeowners that can help Bainbridge Island to implement the fuel-switch from carbon-based to electrification of the building stock.	In Progress: Topic highlighted in the Climate Smart Challenge.
	3.C.1.a	Work with PSE to develop a local program to encourage homeowners, businesses, and other entities like BISD, BIMPRD, and BIFP to acquire customer-owned generation like rooftop solar and small wind turbines.	In Progress: Topic highlighted in the Climate Smart Challenge.
	3.C.1.b	Research and develop microgrids for community Bainbridge Disaster Hubs (City Hall, Seniors Center, Bainbridge Island School District (BISD), Island Wood) in partnership with PSE and Bainbridge Prepares.	Future Action
	3.C.2.a	Work with partners (e.g., PSE) to determine the feasibility of developing large-scale neighborhood microgrids with customer-based storage or utility-scale energy storage, or a combined heat and power biodigester sited adjacent to the community pool.	Future Action
Transportation	4.A.1.a	Through the Sustainable Transportation Planning Process and other means, develop an ambitious plan to create networks of pathways required to achieve a substantial mode shift to biking and walking, including separated or protected biking and walking trails.	Complete: Sustainable Transportation Plan adopted by Council in March 2022; implementation currently underway.
	4.A.1.b	Increase City staff time or hire a consultant to enhance the City's capacity to identify and apply for sources of funding (such as federal grants for Safe Routes to Schools and public private partnerships for the needed infrastructure).	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Transportation	4.A.1.c	Explicitly consider climate change mitigation (e.g., greenhouse gas reductions) when evaluating options as the City develops its Sustainable Transportation plan.	Complete: Reducing GHG emissions was the lead value in development of the STP with a goal to reduce carbon emissions by 90% by 2045
	4.A.2.a	Require incorporation of non-motorized transportation options into all new development, e.g., by including sidewalks or pedestrian trails linked to existing and planned trail/sidewalk networks; incorporating bicycle lanes and trails; etc.	Future Action
	4.A.2.b	Require all new development, and improve existing connections between developments, to accommodate non-motorized and public transit transportation options (including incorporation of bus shelters and other amenities).	Future Action
	4.A.3.a	In consultation with Kitsap Transit, develop a robust marketing/outreach/educational program to inform Island residents and those who traverse the Island from outside about public transit options, including park and rides (including, for example, information for Island visitors on bus/transit routes and options).	In Progress: COBI and Kitsap Transit are working on a marketing plan to promote BI Ride in early 2023. Included links to Kitsap Transit resources in the Climate Smart Challenge. Promoted Ride Transit month activities and resources in COBI communications in June 2022.
	4.A.4.a	Work with BISD on measures to discourage private-vehicle drop-offs and pick-ups, encourage car-pooling, biking and walking and promote greater use of school buses.	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Transportation	4.B.1.a	Transition COBI's fleets to primarily electric vehicles and using biofuels where electric vehicles are not an option and encourage other Bainbridge Island taxing districts to also develop a plan.	In Progress: Received first EV for COBI fleet in August 2022. Completed an evaluation of the electrical system needs and recommended infrastructure to charge electric fleet vehicles at City Hall and the Public Works O&M yard. Released a Request for Qualifications to complete a comprehensive, system-wide assessment of EV needs for the municipal fleet and recommend a strategy for a multi-tiered vehicle purchase and replacement process.
	4.B.2.a	Evaluate current code to see if there is a need to increase the number of EV-charge-ready for all new development and major renovations and that multifamily units and commercial development include EV charging infrastructure and secure storage options.	Complete: Adopted zoning code updates to establish minimum requirements for parking spaces with EV supply equipment installed and parking spaces provided with sufficient electrical infrastructure to allow for the future installation of EV supply equipment in certain types of new development and expansion projects.
	4.B.2.b	Install additional charging stations in commercial centers, including Island Village, Coppertop, Lynwood Center.	Future Action
	4.B.3.a	Coordinate with Washington State Ferries, PSE, and other entities as necessary to evaluate the need for, and feasibility of, establishing charging infrastructure on the Island to service ferries.	In Progress: Included as part of large stakeholder discussion for ETIPP program.
	4.C.4.a	Adopt a city-wide anti-idling ordinance that includes an enforcement component and work with the WSF and State Patrol to reduce idling at ferry parking lots.	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Transportation	4.C.5.a	Work with partners (e.g., Climate Action Bainbridge and Puget Sound Clean Air Agency) to provide public information on benefits of reducing air travel.	In Progress: Included as an action in the Climate Smart Challenge.
	4.C.5.b	Work with service providers to help our community develop and maintain the digital infrastructure it needs to enable more virtual meetings.	Future Action
Buildings	5.A.1.a	Adopt Green Building Task Force recommendations on green building practices and standards for all new municipal, commercial, industrial and residential building and all renovations and additions over a certain size.	Future Action: Initial recommendations from the Task Force could not be implemented due to State legislation.
	5.A.1.b	Require all new and renovated buildings to apply the EcoAdapt Climate Change Adaptation Certification Tool, or similar tool, to identify and avoid climate risks as part of the permitting process.	Future Action
	5.A.2.a	Develop training and outreach programs to provide technical assistance to developers, contractors, architects, landscape architects, city employees, and homeowners on green building that includes the cost/benefit to occupants of green building, use of reused and recycled materials, and the health benefits from green buildings to occupants.	Future Action
	5.A.2.b	Work with the BISD, BIMPD, and BIFD to ensure any new buildings they build consider green building standards and practices adopted by COBI.	Future Action
	5.B.1.a	As recommended by the 2019 CCAC Report on Sea Level Rise: 1) conduct a systematic, high-resolution analysis of exposure of City assets to sea level rise;	In Progress: Received two grants in 2022 to complete assessment of local sea-level rise impacts.

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Buildings	5.B.1.b	As recommended by the 2019 CCAC Report on Sea Level Rise: 2) create a prioritized list for addressing COBI assets at high risk of sea level rise (e.g., roadways that are expected in the coming decades to be sufficiently flooded that they will not be functional for motorized transit).	In Progress: Grant funds will be used to identify public infrastructure most at risk and start developing adaptation strategies to protect roads, water pumps, sewage infrastructure and other public infrastructure in 2023.
	5.B.1.c	As recommended by the 2019 CCAC Report on Sea Level Rise: 3) integrate sea level rise analysis into all City planning to identify and avoid or minimize risk to planned infrastructure and development.	Future Action
	5.B.2.a	COBI integrates sea-level rise analysis into all City permitting to help applicants identify and avoid or minimize risk to existing infrastructure and land uses and planned infrastructure and development from sea level rise or other climate impacts.	Future Action
	5.B.2.b	COBI hosts community workshops on climate impacts, how they might impact buildings, and how to prepare buildings for these impacts.	Future Action
Natural Environment	6.A.1.a	Ensure that the City is using the most appropriate, relevant and recent data and information about natural resources, climate change and other associated parameters in decision-making. If data sources are missing, identify how to obtain needed information.	Future Action
	6.A.1.b	Develop and adopt a comprehensive strategy for addressing invasive species on City lands to reduce these significant stressors on ecosystems. Comprehensive strategy adopted with targets for eradication and control. Mapping implemented.	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Natural Environment	6.A.1.c	Evaluate all COBI land acquisition and development decisions for City lands or in City review of private development using the EcoAdapt Climate Change Adaptation Certification Tool (or other similar tool) to ensure decisions are climate informed.	In Progress: Training planned for early 2023 with initial COBI staff using an updated, customized copy of the Tool.
	6.A.2.a	Work with COBI arborist and partnering community groups, as appropriate, to create a preferred list of tree and plant species expected to be favored by climate change projections for use in City planning and restoration efforts. This list can also be used to advise local landowners and be applied to climate savvy development.	In Progress
	6.A.3.a	Conduct an assessment of stocking densities on COBI owned lands and evaluate forest health improvements and wildfire risk reduction.	Future Action
	6.A.3.b	Ensure that COBI policies prioritize wildfire risk reduction in proximity to homes consistent with FireWise guidelines and strengthen wildfire risk-reduction design guidelines for Island construction (residential and business) using approaches such as reviewing new subdivision standards for opportunities to integrate wildfire risk reduction.	In Progress: The Bainbridge Island Municipal Code was updated in 2021 to allow for certain wildfire mitigation activities, including tree removal and vegetation maintenance without a permit (in certain types of parcels). Additional clarification on the code amendments is being added to the Community Wildfire Prevention Plan (expected to be released in late 2022) and will be shared with the community. COBI and the Bainbridge Island Fire Department are currently evaluating the municipal code to determine what additional amendments are necessary to align with FireWise best practices. Any recommended changes will be presented to the Planning Commission and City Council in 2023.

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Natural Environment	6.B.1.a	Incentivize and maximize opportunities for incorporating water conservation features in Green Design and Building Codes.	Future Action: Note that all Housing Design Demonstration Projects (HDDP) would have to meet a minimum green building certification, which generally includes water conservation requirements. The Innovative Site design checklist for HDDP projects also has water conversation measures.
	6.B.1.b	Continue a robust surface water monitoring program that can identify trends in streamflow and water quality to inform adaptive management to protect stream health and integrate into monitoring climate change-sensitive parameters as appropriate.	In Progress
	6.B.2.a	Complete and implement COBI's Groundwater Management Plan, including incorporation of expected changes to groundwater inputs and outputs under climate change.	In Progress
	6.C.1.a	Ensure that planning for sea level rise on the timeframe relevant to any proposed action's lifetime impact is explicitly incorporated into the Shoreline Management Plan, including incorporating capacity for inundation and change to natural shoreline features, such as planting for shifting vegetative communities, infrastructure movement or abandonment to adapt to habitat loss at shoreline.	In Progress
	6.D.1.a	Work collaboratively with individual farmers and community groups including Friends of the Farms, Master Gardeners, and Kitsap Conservation District to identify and promote agricultural policies that increase carbon storage (e.g., soil sequestration) and hydrologic integrity, and reduce emissions including permaculture and reduced energy inputs (e.g., fertilizer, fossil fuels).	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Natural Environment	6.D.2.a	Work collaboratively with Kitsap Conservation District to offer technical resources to livestock owners for manure management. Consider development of a memorandum of understanding and funding to support additional manure management efforts.	Future Action
	7.A.1.a	Centralize purchasing within COBI to increase consistent adherence to COBI's sustainable procurement policy.	Future Action
Waste	7.A.2.a	Adopt an ordinance to reduce the use of single-use plastic food service ware, including utensils and take-out containers, by all Island food service establishments.	Complete: City Council adopted Ordinance 2021-18 in June 2021 and Ordinance No. 2021-34 in November 2021.
	7.A.3.a	Educate the community about ways to reduce food waste and promote opportunities for viable food to get to those who need it, including food banks and neighborhood giving.	In Progress: Information included in Climate Smart Challenge.
	7.B.1.a	Work with Bainbridge Disposal to offer curbside compost pickup for all commercial facilities as a weekly service.	Future Action
	7.B.1.b	Require that all commercial entities participate in the green waste program once established and participate in recycling.	Future Action
	7.B.2.a	Require, and where appropriate provide incentives for, the reduction, collection and diversion of construction and demolition waste. Seek specific recommendation from the City's Green Building Task Force on this action.	Future Action
	7.C.1.a	Evaluate and support opportunities to better accommodate on-island or more local processing of green waste (e.g., through amendments to municipal code and allowed uses).	Future Action

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Waste	7.D.1.a	Apply the EcoAdapt Climate Change Adaptation Certification Tool to any new waste-related infrastructure projects.	Future Action
Community Engagement	8.A.1.a	Develop a dedicated climate change webpage on the City's website including links to climate mitigation/adaptation resources on the CCAC website and make the CAP widely available in on-line and print formats (copies at the library along with GHG inventory, Sea Level Rise analysis and Bainbridge Island Climate Impact Assessment that will be updated periodically by members of the CCAC.	Complete Visit: www.bainbridgewa.gov/ClimateAction . Print copies of the CAP available at the library and Senior Center.
	8.A.2.a	Include a climate change tip of the month as a regular feature in the City Manager's report and on social media.	Complete (and ongoing): Regular tips are posted in the City Manager's Report, on social media, and in COBI Connects.
	8.B.1.a	Declare a climate emergency.	Complete: Resolution No. 2020-05 was adopted by City Council in 2020.
	8.A.1.b	Be a regional leader in recognizing the important role that municipal governments can play in taking action to respond to climate change.	In Progress (and continually ongoing): COBI joined ICLEI – Local Governments for Sustainability and the Puget Sound Climate Preparedness Collaborative in 2022. COBI staff were also invited to participate in regional panel presentations on climate action leadership in local government.

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Community Engagement	8.B.1.c	Work cooperatively with other jurisdictions in Kitsap and King Counties (e.g., Poulsbo, Silverdale, Kingston, Bremerton, Seattle) and throughout Puget Sound to find regional solutions including mitigation and adaptation actions that would benefit from economies of scale or the sharing of lessons learned.	In Progress: COBI joined the Puget Sound Climate Preparedness Collaborative in 2022.
	8.B.2.a	Host workshops with hands-on demonstrations for community members to learn how to take specific actions (e.g., building a rain barrel, dehydrate food as part of emergency preparedness, build and use compost bin, use an electric bike, construct a rain garden, assemble an emergency kit, install less resource intensive landscaping).	In Progress (and ongoing): COBI held two community workshops in 2022 on the Climate Smart Challenge and urban tree selection and maintenance.
	8.B.2.b	Host events for community project(s) to bring people together to work towards mitigation and adaptation (e.g., building a community rain garden, working on a trail, making signs for bike/pedestrian routes, pulling ivy, planting climate resilient plants, and constructing community pea patch).	In Progress (and ongoing): COBI held two community workshops in 2022 on the Climate Smart Challenge and urban tree selection and maintenance.
	8.C.1.a	In coordination with the COBI attorney, review existing laws, regulations and policies and revise as needed by asking the following sorts of questions: <ul style="list-style-type: none"> • Are current City laws adequate to require, or at least encourage, GHG emission reductions from City regulated or endorsed activities as well as from individual activities? • Do they provide sufficient authority/flexibility to respond to impacts and emergencies? • Are recommended mitigation/adaptation actions allowed? 	In Progress: First code updates adopted in 2022 for EV parking infrastructure requirements.

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Community Engagement	8.C.2.b	Hire a COBI Climate Mitigation/Adaptation Officer to coordinate activities between and among the various city offices, inspect for compliance with climate related code compliance, and serve as a City staff liaison with the CCAC.	Complete: Climate Officer started in October 2021.
	8.C.1.c	Include Climate Change related expenditures in the City budget for education, code compliance, mitigation and adaptation action items identified in the CAP.	In Progress: Ongoing CAP budget proposed in 2023-24 General Fund budget.
	8.C.2.a	Work with Bainbridge Prepares, the Bainbridge Island Fire Department, and others, to establish community centers for recharging generators, cell phones during outages, and providing emergency food/water.	In Progress: Initial analysis of solar and battery energy storage potential completed at six community disaster hubs in 2022.
Implementation	9.A.1.a	Confirm COBI staff person to liaise with the CCAC until a dedicated Climate Change Mitigation/Adaptation Officer is hired.	Complete
	9.A.1.b	Identify a COBI staff person in each department who will provide information to the City staff liaison (Climate Change Officer) identified in Action 9.A.1.a. This person will provide department-specific information on timelines for completing actions and report on progress on CAP actions led by that department.	Complete: Internal CAP implementation team meets approximately once a quarter.
	9.B.1.a	Consider and minimize the potential for unintended and/or unequitable impacts from each action prior to implementation.	In Progress: Staff drafted and tested a list of equity-centered questions to build considerations of racial equity intentionally and explicitly into COBI decision making.

Appendix B

Summary of CAP Actions and Progress to Date

	Action #	Description	Status
Implementation	9.C.1.a	Produce a CAP progress report every year that includes a review of actions undertaken during the year and additional actions needed (including those currently listed as “other” rather than “priority” actions) to meet the CAP goals for reducing GHG emissions and preparing the Island for climate impacts.	Complete: Submitted 2021 memo to City Council. Developed 2022 annual report (i.e., this report).
	9.C.1.b	Update the GHG emissions inventory every three to five years.	Future Action
	9.C.1.c	Update the CAP every five years.	Future Action
	9.C.1.d	Prior to the five-year CAP update, evaluate the effectiveness of implemented actions in terms of progress towards goals and targets, in order to inform adaptive management. Consider creating a dashboard of key metrics as a tool for the evaluation and associated communications.	Future Action
	9.D.1.a	Develop cost estimates for the highest priority CAP actions and staffing requirements and list potential funding sources (in year 1).	Complete: Developed for 2022-2024 workplan items.
	9.D.1.b	Include a description in the City Manager’s proposed budget of existing and proposed projects that relate to CAP strategies and actions.	Complete: Developed for 2023-24 budget.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME:

AGENDA ITEM: Update on \$0.25 Disposable Cup Fee Effective January 1, 2023

SUMMARY: Effective January 1, 2023, per Bainbridge Island Municipal Code 8.24.010.F, all retail food establishments shall charge \$0.25 for every disposable cup provided in order to encourage the use of reusable cups. To help educate the public about this new fee, the City is currently working on several different outreach materials.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Receive update on \$0.25 disposable cup fee effective January 1, 2023

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: In November 2021, City Council adopted Ordinance No. 2021-34 to reduce plastic waste from food service and lodging businesses. Starting January 1, 2023, per Bainbridge Island Municipal Code 8.24.010.F, in order to encourage the use of reusable cups, retail food establishments shall charge \$0.25 for every disposable cup provided.

To help educate the public about this new fee, the City is currently working on several different outreach efforts, including:

- A new page on the website with specific information for businesses and customers regarding the new waste reduction requirements (www.bainbridgewa.gov/ZeroWaste)
- Two rounds of site visits by Business Ambassadors from October - December 2022 to review the new regulations with all impacted businesses
- A flyer that outlines the \$0.25 fee requirements and reusable cup alternatives, available in English and Spanish on the City website

- Educational materials for posting at the cash register with information for business staff and customers regarding the City-mandated fee and language encouraging customers to bring their own cups, available in Spanish, Mandarin and Japanese (the languages suggested for translation by businesses during site visits in early 2022)
- A back-of-the-house flyer to educate business staff about the fee, available in Spanish, Mandarin and Japanese
- A full-page ad in the Bainbridge Island Review to communicate the new fee and encourage customers to bring their own cups (planned for the December 98110 edition of the paper)
- Information to be posted on the City website regarding the use of reusable cups by local businesses
- Potential participation in a reusable cup campaign in partnership with Seattle Public Utilities to leverage messaging and branding for visitors to Seattle and Bainbridge Island
- Potential scavenger hunt to promote the use of reusable cups by Island residents

Staff has received several questions regarding the need to charge sales tax for the \$0.25 disposable cup fee and confirmed with staff from the Department of Revenue that this charge is subject to the Retail Sales Tax (as is the case with retailers who provide carryout plastic or paper bags to their customer for a charge).

Staff has also received questions about the need to have a State-approved plan on file in order to accept reusable cups from customers. Per WAC 246-215-03348, customers may provide their own reusable cups for beverage service in accordance with the Retail Food Code. Reusable cups must be clean, sturdy, and appropriately insulated if ordering hot beverages. A written, approved plan (as required in the Retail Food Code, WAC 246-215-03348 for certain items) is not required for retail food establishments to refill a consumer-owned beverage container if a contamination-free dispensing system is used by an employee or the customer; if the container is returned to the same customer; if the container can be rinsed with fresh, running hot water at the food service establishment; or if a container of any kind is refilled at a water vending station. Note that retail food establishments may refuse to use, at their sole discretion, any customer-provided cup that is cracked, chipped, or corroded, appears inappropriate in size, material, or condition for the intended beverage, or that appears to be soiled or unsanitary, and instead require use of a reusable cup provided by the establishment for any beverage consumed on the premises, or an establishment-provided disposable cup that conforms to the standards BIMC Chapter 8.24.

Venders who are required to charge for disposable cups need to separately identify the charge on the sale receipt so customers can clearly see the charge. The vender retains the payment. The charge must be tracked by the business.

ATTACHMENTS:

[2023 Waste Reduction - 0.25 Disposable Cup Fee Flyer - English.pdf](#)

[2023-Waste-Reduction-0.25 Disposable Cup Fee Flyer-Spanish.pdf](#)

[0.25 Disposable Cup Fee Point of Sale Display.pdf](#)

[0.25 Disposable Cup Fee Staff Flyer.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



TO-GO BEVERAGE CONTAINERS

DISPOSABLE CUPS AND LIDS MUST BE HOME COMPOSTABLE

- ✓ Comprised of a natural fiber and/or certified by [OK Compost HOME](#) **AND**
- ✓ Free of all intentionally added fluorinated chemicals (PFAS-free)* **AND**
- ✓ Certified by [BPI](#), [CMA](#), or another City-approved third-party

**BPI and OK Compost HOME certification indicates that products are PFAS-free; CMA-certified products must be verified as being PFAS-free.*

Note: Products with plantbased, non-synthetic liners (like corn-based PLA liners) are allowed; products with synthetic, petroleum-based plastic liners are not allowed.

NOT ALLOWED

- ⊘ Disposable cups and lids made from petroleum-based plastic or synthetic, compostable plastic

FEE FOR DISPOSABLE CUPS

- \$0.25 fee required for every disposable cup provided
- Customers must be alerted to this fee via print/online materials in the business and online ordering platforms, on the receipt, and verbally for phone orders

CUSTOMER USE OF REUSABLE CUPS

Customers may provide their own reusable cups for beverage service in accordance with the [Retail Food Code](#). Reusable cups must be clean, sturdy, and appropriately insulated if ordering hot beverages.

Businesses may refuse to use any customer-provided cup that is unsanitary, corroded, or appears inappropriate for the intended beverage (e.g., too big). Businesses must instead provide a reusable cup for any beverage consumed on the premises, or a disposable cup for \$0.25 that meets the home compostable requirements for any to-go beverages.

EXEMPTIONS

- Free drinking water can be provided to customers upon request in a small, unlined paper cup (no plastic or compostable plastic cups allowed)
- Any products for which the City determines a reasonably available option does not currently exist



CITY OF
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For questions or to learn more, please visit:



www.bainbridgewa.gov/ZeroWaste



CONTENEDORES DE BEBIDAS PARA LLEVAR

LOS VASOS Y TAPAS DESECHABLES DEBEN ESTAR CATALOGADOS COMO COMPOSTABLES EN CASA

- ✓ Compuesto de fibra natural o certificado por [OK Compost HOME](#) **Y**
- ✓ No debe tener ningún químico fluorado agregado intencionalmente [sin sustancias perfluoroalquiladas (per- and polyfluoroalkyl substances, PFAS)* **Y**
- ✓ Certificado por [Biodegradable Products Institute \(BPI\)](#), [Compost Manufacturing Alliance \(CMA\)](#) u otro organismo tercero aprobado por la ciudad

**Con la certificación BPI y OK Compost HOME se indica que los productos están libres de PFAS; Los productos certificados por CMA deben estar verificados como libres de PFAS.*

Nota: Los productos con revestimientos no sintéticos de origen vegetal [como los revestimientos de ácido poliláctico (Polylactic Acid, PLA) a base de maíz] están permitidos; no se permiten productos con revestimientos de plástico sintético a base de petróleo.

NO PERMITIDO

- ⊘ Vasos y tapas desechables hechos de plástico a base de petróleo o plástico compostable sintético

TARIFA POR VASOS DESECHABLES

- Hay que pagar una tarifa de \$0.25 por cada vaso desechable proporcionado
- Se debe avisar a los clientes sobre esta tarifa a través de materiales impresos/ en línea en el negocio

USO DE VASOS REUTILIZABLES POR PARTE DE LOS CLIENTES

Los clientes pueden llevar sus propios vasos reutilizables para el servicio de bebidas de acuerdo con el [Retail Food Code](#). Los vasos reutilizables deben estar limpios, resistentes y debidamente aislados si se piden bebidas calientes.

Los negocios pueden negarse a usar cualquier vaso proporcionado por el cliente que no sea higiénico, esté corroído o parezca inapropiado para la bebida prevista (por ejemplo, demasiado grande). En su lugar, los negocios deben proporcionar un vaso reutilizable para cualquier bebida que se consuma en el local, o un vaso desechable por \$0.25 que cumpla con los requisitos de compostable en casa para cualquier bebida para llevar.

EXCEPCIONES

- Se puede proporcionar agua potable gratis a los clientes que lo soliciten en un vaso pequeño de papel sin revestimiento (no se permiten vasos de plástico o de plástico compostable)
- Cualquier producto para el cual la Ciudad determine que actualmente no existe una opción razonablemente disponible



CITY OF
BAINBRIDGE ISLAND

Si tiene preguntas o si desea obtener más información, visite:





お金の節約とゴミの削減に：マイ・リユースカップを持参しよう！
既省钱又减少浪费：自带可重复使用的杯子！

Ahorre dinero y reduzca los residuos:
¡traiga su propio vaso reutilizable!

**Save money and
reduce waste:
bring your own
reusable cup!**

Per City code, all food
and drink establishments
on Bainbridge Island
must charge a
**\$0.25 FEE FOR
DISPOSABLE CUPS.**



**NEW GUIDELINES
FOR DISPOSABLE CUPS IN 2023**

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NEW GUIDELINES FOR DISPOSABLE CUPS IN 2023



STARTING JANUARY 1, 2023, per City code, all food and drink establishments on Bainbridge Island must charge a **\$0.25 FEE FOR DISPOSABLE CUPS.**

A PARTIR DEL 1 DE ENERO DE 2023, todos los establecimientos de venta de alimentos al por menor de Bainbridge Island deben aplicar una tarifa de **USD 0.25 PARA LOS VASOS DESECHABLES.**

自 **2023 年 1 月 1 日** 起, Bainbridge Island 的所有食品零售店必须对一次性杯子收取 **0.25 美元** 的费用。

2023 年 1 月 1 日 より、Bainbridge Island に所在するすべての小売食品施設では、使い捨てカップの有料化 (**\$0.25**) が義務付けられます。



CUSTOMERS MUST BE ALERTED TO THIS FEE VIA:

- Print/online materials in the business and online ordering platforms
- On the receipt
- Verbally for phone orders

REUSABLE CUPS ALLOWED

Customers may provide their own reusable cups for beverage service in accordance with the Retail Food Code.

- Reusable cups must be clean, sturdy, and appropriately insulated if ordering hot beverages.
- Businesses may refuse to use any customer-provided cup that is unsanitary, corroded, or appears inappropriate for the intended beverage.
- Businesses must instead provide a reusable cup for any beverage consumed on the premises OR a disposable cup for \$0.25 for any to-go beverages.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:10 PM) Conduct Closed Record Proceeding and Consider Adoption of Resolution No. 2022-24 Relating to Approval of Wintergreen Townhomes Phase I Final Subdivision - Planning,

SUMMARY: Wintergreen Townhomes received preliminary subdivision approval from the Hearing Examiner on December 23, 2021. The applicant requests final subdivision in two phases. A decision on final long subdivision approval is required by the City Council in accordance with BIMC 2.16.160. Support material for this agenda item includes a preliminary plat conditions compliance notation report, the final plat (survey drawing), and a performance bond for completion of necessary infrastructure and landscaping.

AGENDA CATEGORY: Resolution

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to adopt Resolution No. 2022-24, approving the Wintergreen Townhomes Phase I Final Long Subdivision, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Wintergreen Townhomes, LLC, and Central Highlands, Inc., request final subdivision approval for Wintergreen Townhomes Phase I, a 30-lot long plat of one lot located at 1329 Wintergreen Lane. The Hearing Examiner entered his final order and decision of approval for the preliminary subdivision application, a 73-lot long plat on two lots totaling 2.95 acres, with conditions, on December 23, 2021. In accordance with the provisions of BIMC 2.16.160, this is a closed record proceeding and is thereby a quasi-judicial matter. Pursuant to BIMC 2.16.160.H., the City Council shall approve the final long subdivision if it determines:

1. That the conditions imposed through preliminary subdivision have been met; and
2. Bonds or other assurance devices, if any, by their essential terms assure completion of all plat improvements; and
3. The requirements of state law, the BIMC, the Comprehensive Plan, and any other applicable ordinances in effect at the time of preliminary plat approval have been satisfied by the subdivider.

ATTACHMENTS:

[Resolution No. 2022-24 Wintergreen Townhomes Phase I Final Subdivision Approval.docx](#)

[Compliance Notation Report.docx](#)

[Wintergreen Townhomes Phase I Final Plat 07DEC2022.pdf](#)

[Performance Bond Phase I 29NOV2022.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

RESOLUTION NO. 2022-24

A RESOLUTION of the City of Bainbridge Island, Washington, approving the Wintergreen Townhomes Phase I Final Subdivision.

WHEREAS, the final subdivision application for Wintergreen Townhomes creates 30 lots for development of residential units on 1.62 acres of land located at 1332 Wintergreen Lane; and

WHEREAS, on December 23, 2021, the Hearing Examiner entered a decision of approval for the preliminary subdivision application approving 73 lots on 2.95 acres of land located at 1329 and 1332 Wintergreen Lane, with conditions; and

WHEREAS, on June 29, 2022, the Bainbridge Island Fire District reviewed the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development; and

WHEREAS, on August 4, 2022, the Kitsap Public Health District reviewed the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development; and

WHEREAS, on September 13, 2022, the City Development Engineer issued a Grade / Fill Permit for construction of roads, parking, and utilities necessary for the subdivision (City File No. BLD26384 C-GAF); and

WHEREAS, on November 16, 2022, the City Engineer completed review of the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development; and

WHEREAS, on November 29, 2022, the City Development Engineer accepted a performance bond for the completion of facilities and infrastructure; and

WHEREAS, on November 29, 2022, the Department of Planning and Community Development issued its Compliance Notation Report and thereby evaluated compliance with the conditions imposed on the preliminary subdivision and other applicable ordinances and forwarded its recommendation for final subdivision approval to the City Council; and

WHEREAS, on December 13, 2022, the City Council conducted a closed record proceeding regarding the Wintergreen Townhomes final subdivision.

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

Section 1. All conditions imposed by the approved preliminary subdivision for Phase I have been satisfied in the manner described in the Compliance Notation Report from the Department of Planning and Community Development.

Section 2. The bonds and assurance devices submitted by the applicant adequately assure completion of all required plat improvements for Phase I.

Section 3. The Wintergreen Townhomes Phase I final subdivision satisfies the requirements of state law, the Bainbridge Island Municipal Code, the City’s Comprehensive Plan, and all other applicable ordinances in effect at the time of preliminary plat approval.

Section 4. The Mayor is authorized to inscribe the City Council’s approval on the face of the final plat; provided, that upon approval of the final plat, the Council may direct and authorize another member of the Council to inscribe the Council’s approval on the face of the final plat.

PASSED by the City Council this ____ day of _____, 2022.

APPROVED by the Mayor this ____ day of _____, 2022.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: _____

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: December 9, 2022
PASSED BY THE CITY COUNCIL: _____, 2022
RESOLUTION NO. 2022-24



Department of Planning and Community Development

Compliance Notation Report

Date: November 29, 2022
To: Patricia Charnas, Director
From: Kelly Tayara, Senior Planner
Project: Wintergreen Townhomes Phase I Final Plat
File Number: PLN51836 FSUB

Applicant: Wintergreen Townhomes LLC
PO Box 2879
Poulsbo, WA 98370

Request: Final subdivision of the Wintergreen Townhomes 73-lot preliminary subdivision is requested in two phases. Final subdivision of Phase I is 30 lots along with common tracts within the easterly portion of the site, existing Lot D. Phase II is 43 lots along with common tracts within the westerly portion of the site, existing Lot A.

Location: Phase I: 1332 Wintergreen Lane. Tax Parcel No. 232502-3-094-2009.
A portion of the SE $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 23, T. 25 N R. 2E, W.M.

The Wintergreen Townhomes preliminary subdivision was approved by the Hearing Examiner on December 23, 2022, subject to the conditions below. The final plat application for Phase I was reviewed in compliance with BIMC 2.16.160. The City Engineer reviewed the final subdivision to determine compliance with legal requirements and recommends approval. The Kitsap Public Health District and Bainbridge Island Fire District reviewed the Phase I final subdivision and recommend approval. The Department of Planning and Community Development staff evaluated compliance with the conditions imposed on the preliminary subdivision and other applicable ordinances and finds the Phase I final plat compliant with both.

As annotated in bold font, the conditions are satisfied, and final plat approval is recommended.

SEPA Conditions

1. To mitigate air impacts, all sources and emission units are required to meet the emission and ambient air quality standards specified in Chapter 173-400 WAC and administered by the Puget Sound Clean Air Agency (PSCAA) and shall apply to all air contaminants listed in that regulation. The Applicant shall submit with application for construction associated with this approval a management plan which is consistent with PSCAA Fugitive Dust Controls.

This condition is on the final plat and compliance is ensured during construction permit review.

2. To reduce noise impacts for those living within the proposed units along SR305, the units shall be constructed with noise reduction mitigation measures as found in Mitigation Measures Environmental Noise Study dated February 16, 2021, and include the following:
 - Windows are required to have a fixed sash or an efficiently weather-stripped, operable sash. The sash shall be rigid and weather-stripped with material that is compressed airtight when the window is closed, so as to conform to an infiltration rate not to exceed 0.5 cubic foot per minute per foot of crack length in accordance with ASTM E-283-65-T.
 - Glass shall be sealed in an airtight manner with a non-hardening sealant or a soft elastomeric gasket or gasket tape.
 - The perimeter of window and door frames shall be sealed airtight to the exterior wall construction with a sealant conforming to one of the following Federal specifications: TT-S-00227, TT-S-00230 or TT-S-00153.
 - In case the ventilation is achieved through slots within the window case, offset vents that maintain the STC rating of the window is recommended.

This condition is on the final plat and compliance is ensured during construction permit review.

3. Exterior trash receptacles/recycling facilities shall be fully screened with solid walls and gates and fully contained with masonry enclosure. The eastern wall of the facilities shall be at least 30 feet from the eastern site property line. The screening enclosures shall be architecturally consistent with the facilities approved in the Visconsi Master Plan. All enclosures serving associated buildings shall be constructed and inspected prior to final inspection of the associated building.

This condition is on the final plat and compliance is ensured during construction permit review.

Project Conditions

4. The authorization for construction activities automatically expires and is void if the Applicant fails to file for construction permit or other necessary development permit within three years of the effective date of the decision on this application.

This condition is on the final plat and compliance is ensured during construction permit review.

5. Plans submitted for construction shall substantially comply with the site, architectural, landscape, and civil plans approved through this consolidated land use permit, as modified by these conditions.

This condition is on the final plat and compliance is ensured during construction permit review.

6. Prior to any construction, the Applicant shall obtain the appropriate permits from the City, including but not limited to clearing, grading, and/or building permits.

This condition is on the final plat and compliance is ensured during construction permit review.

7. Lot coverage in compliance with BIMC Table 18.12.020-3 shall be depicted on the final plat.

The lot coverage for the individual townhome lot is equal to the allocated lot area, and lot coverage of 2,500 square feet, 5,000 square feet in total, is allocated to the common areas in each of the two phases. The lot coverage is stated on the final plat and in compliance with this condition.

8. FAR bonus density shall comply with bonus density provisions of BIMC 18.12.030.E, and general provisions for optional affordable housing in BIMC 18.21.020.

A. Affordable housing lots shall be identified on the final plat.

- B. Per-unit and common area floor area bonus shall be allocated on the final plat.
- C. Construction of affordable units should be roughly proportional to construction of market-rate units. The project shall follow an approved phasing schedule that provides for construction and certificate of occupancy for affordable housing units in proportion to market rate units.
- D. Affordable housing must comply with the 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.
- E. Affordable housing must comply with preservation of affordability for the following time periods:
 - Affordable rental housing units created as a result of the provisions of BIMC 18.21 shall remain affordable for a period of at least 50 years from the time of first occupancy and shall be secured by a recorded agreement and covenant in accordance with BIMC 18.21.020.C.*
 - Affordable home ownership units created as a result of the provisions BIMC 18.21 shall be sold to income-qualified households and shall remain affordable for a period of 99 years from the time of first occupancy. The affordable housing unit(s) shall be secured by a recorded agreement and covenant in accordance with BIMC 18.21.020.C.*
 - If the Applicant sells the individual lots created as a result of the provisions of this chapter, it is the responsibility of the Applicant to arrange for the affordable units to be built.

* A unit that is owned or sponsored by a public or private nonprofit agency that already restrict benefit and resale is exempt from these requirements.

Affordable units are designated on the plat and per-unit floor area bonus is allocated. When dwelling units are constructed in phases, a proportional amount of affordable housing units must be completed at or prior to completion of the related market rate dwellings, or as approved by the Director. The plan for Phase I is to construct the affordable units first and market rate units upon completion of the affordable units. The applicable conditions are listed on the final plat and compliance is ensured during construction permit review.

- 9. Parking lots serving commercial development (i.e., parking lots being used through a shared development agreement) must provide a minimum of four bicycle spaces for each lot or the equivalent thereof in terms of bike huts.

This condition is on the final plat and compliance is ensured during construction permit review.
- 10. If any historical or archaeological artifacts are uncovered during excavation or construction, work shall immediately stop and the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation shall be immediately notified. Construction shall only continue thereafter in compliance with the applicable provisions of law.

This condition is on the final plat and compliance is ensured during construction permit review.
- 11. Required plantings shall be installed or installation financially assured in accordance with BIMC 18.15.010.H. prior to occupancy of any of the new buildings. After installation approval by the Planning Department, maintenance financial assurance shall be required in accordance with BIMC 18.15.010.H.

This condition is on the final plat and compliance is ensured during construction permit review.
- 12. The project shall comply with the following condition to the satisfaction of the Kitsap Public Health District: each townhome will require a sewer building clearance with binding water and non-binding sewer prior to building permit issuance.

This condition is on the final plat and compliance is ensured during construction permit review.

13. The project shall comply with the following conditions to the satisfaction of the Fire Marshal:
 - A. The project shall comply with all applicable provisions of the adopted Fire Code.
 - B. Fire sprinklers and a fire alarm system to monitor the fire sprinkler system will be required.
 - C. Fire flow may be met through existing hydrants. Developer to verify available fire flow for the site.
 - D. Dead-end access roads over 150' in length require a turn-around.

This condition is on the final plat and compliance is ensured during construction permit review. The Fire Marshal recommends approval of the final plat.

14. The project shall comply with the following conditions to the satisfaction of the City Engineer:
 - A. Every lot corner shall be staked by a three-quarter-inch galvanized iron pipe or equivalent approved by the City, driven into the ground and marked or tagged with the certificate number of the surveyor setting said monument. The position and type of every permanent monument shall be noted on the plat. Perimeter and public street monuments (if required) shall be twenty-four inches long, set in concrete, or shall be constructed of an equivalent approved by the City.
 - B. Civil improvement plans, reports, and computations prepared by a civil engineer registered in the State of Washington shall be submitted with the application to the City for a plat utility review and associated Commercial Grade and Fill or Building Permit(s). Plans to construct all necessary infrastructure including site drainage, grading, and utilities serving the divided lots will be reviewed and approved by the City Engineer prior to issuance of any construction permit.
 - C. On-site water and sanitary sewer main extensions shall be publicly owned and maintained. Water and sanitary sewer main extensions shall be located in 15-foot-wide easements and shall be accessible by maintenance vehicles to the satisfaction of the City Engineer.
 - D. Developer Extension Agreements (DEA) pursuant to BIMC §13.32 shall be executed prior to or in conjunction with the plat utility review and associated construction permits. Agreements required for any public road extensions are separate from those for utility (water/sewer/storm) extensions and both (if necessary) will include the 3% fee and any potential latecomer agreement application as desired by the Applicant as part of the utility extension(s).
 - E. The final utility report/plans shall reflect conditions on utility service imposed under the non-binding Water/Sewer Availability commitment letter issued April 15, 2021, by COBI Public Works under designated file number PW21 0016.
 - F. The final Civil plan design and supporting drainage report submitted with construction permitting documents shall demonstrate project compliance with all applicable minimum requirements (1-9) as required by BIMC 15.20. The report shall include evaluation of the design capacity of the existing stormwater system as it relates to the proposed hard surfaces of this project. An off-site analysis to assess the potential impacts to the storm conveyance downstream regarding issues with capacity, erosion, water quality threats, localized flooding, etc. is required consistent with BIMC §15.20.060(H).
 - G. Site Plan indicates that greater than one acre will be disturbed during construction. To comply with Department of Ecology Phase II NPDES Permittee requirements, coverage under the Construction General Stormwater Permit (CGSP) from Department of Ecology is required for the duration of the project and shall be in place prior to any clearing, grading, or other land disturbing activities.

- H. A Construction Stormwater Pollution Prevention Plan (SWPPP) is required prior to construction activities resultant from the plat utility review approval, including clearing, grading, or civil improvements. Stormwater quality treatment and erosion and sedimentation control shall be designed in accordance with BIMC 15.20. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington.
- I. The face of the plat shall indicate that all on-site stormwater facilities serving the divided lots resulting from the proposed subdivision shall remain privately owned and operated/maintained. The owner shall be responsible for maintenance of the stormwater facilities following construction per BIMC 15.21 to include annual inspection and maintenance reports provided to the COBI NPDES Coordinator.
- J. A Declaration of Covenant for Maintenance and Operation of Storm Drainage facilities shall be recorded prior to issuance of any certificate of occupancy. Required text for the Declaration of Covenant is found in BIMC 15.21, Exhibit A.
- K. The face of the plat shall indicate that on-site stormwater runoff resulting from future development on individual resultant lots shall be managed in a manner compliant with BIMC 15.20 and DOE Stormwater Management Manual for Western Washington (2014) pursuant to issuance of follow-on building permits.
- L. The face of the plat shall indicate that all internal roadways shall remain privately owned and maintained. Roadway plans, sections, and alignment requirements submitted by the Civil Engineer of Record shall be consistent with HEX conditions for the original Visconsi approvals unless modifications are approved by the City Engineer.
- M. Resultant lots will be subject to Transportation Impact Fees per BIMC 15.30 and in accordance with the TIF Rate Schedule (or the optional independent calculation method) in effect at the time of permit issuance. Transportation Impact Fees shall be due in full at the time of building permit issuance.
- N. The primary walkways throughout the development shall meet accessibility requirements and be surfaced with nonskid hard surfaces, providing a minimum of 5 feet of unobstructed width.
- O. A mid-block pedestrian crossing across High School Road NE to the south was not warranted nor recommended by the consulting Traffic Engineer (Transpo Group), primarily due to existing signalized crosswalks at the intersection of High School Road NE and SR 305 and the presence of adjacent uncontrolled driveways. In lieu of a mid-block crosswalk, Applicant shall make a good faith effort to install a pedestrian connection from the southwest corner of the west parcel to the sidewalk within the High School Road NE right-of-way (ROW) adjacent to the signalized intersection with SR 305, aligned west of the Walgreens and Key Bank lots and located within WSDOT ROW (A WSDOT ROW permit would be required). This good faith effort shall be documented to the satisfaction of the City Engineer prior to the issuance of permits to complete proposed civil improvements under a plat utility review.
- P. A right-of-way construction permit (ROW) or road approach application (RAA) is required prior to construction activities within the right-of-way (primarily utility connections). The ROW/RAA permit will be subject to separate conditions and bonding requirements.
- Q. Installation of improvements and creation of as-built engineered plans must be completed prior to approval of final plat. In lieu of completion of those improvements and as-builts consistent with the conditions of a preliminary short plat approval, the City Engineer may accept an assurance device, in an amount and in a form determined by the City, but not to exceed 125 percent of the established cost of completing the infrastructure that secures and provides for

the actual construction and installation of the improvements or the performance of the conditions within one year, or such additional time as the City Engineer determines is appropriate, after final plat approval.

- R. Mailbox locations, relocations, and clustering shall be approved by the local postmaster and shall conform to the Standards for mailbox placement per standard drawings DWG. 8-220, DWG. 8-230, DWG. 8-240, and DWG. 8-250. Mailbox relocations shall be the financial responsibility of the developer if required.

The applicant is actively engaged in correspondence with a WSDOT Development Services Engineer and coordinating with the City Development Engineer in efforts to install a pedestrian trail connection within the SR305 ROW. Thus far, the applicant demonstrates a good faith effort to the satisfaction of the City Engineer.

The applicable portions of this condition are on the final plat and compliance is ensured during construction permit review.

The City Development Engineer reviewed the final subdivision application for compliance with the requirements of BIMC 2.16.160, RCW 58.17.160, City of Bainbridge Island Design and Construction Standards and Specifications, and the preliminary plat conditions. Required civil improvements are under construction and the applicant has bonded for completion of Phase I infrastructure installation and construction as provided in BIMC 2.16.160.L. The City Survey Program Manager **and** Development Engineer recommend approval of the final plat.

- 15. The project shall comply with the conditions of the Planning Commission (as amended by the Hearing Examiner) as follows:
 - A. The Applicant shall place all 31 of the affordable units into the Housing Resources Board (HRB) Community Land Trust (CLT) – or comparable agency later approved by the City Council – to be offered to low-income households in perpetuity. This commitment will be a covenant on title on each of the affordable units prior to the first City permit approval for any activity on the project site. The City will determine what constitutes a “low income” household pursuant to BIMC Sections 18.12.030.E, 18.21 and 18.36, or as thereafter amended. The final plat will include a covenant on the face of the plat stating, “Affordable Housing as defined in BIMC 18.36” and including a phasing plan identifying the affordable-to-market rate unit completion proportions.
 - B. Upon the first sale of each of the 31 affordable units, Applicant will pay \$10,000 to HRB and Housing Kitsap (or any comparable agency later approved by the City Council), with \$5,000 paid to each agency per unit. This commitment will be a covenant on title on each of the affordable units prior to the first City permit approval for any activity on the project site.
 - C. Upon the first sale of each of the 73 units, Applicant will pay \$1,500 per unit to HRB (or a comparable agency later approved by the City Council). This commitment will be a covenant on title on each of the units prior to the first City permit approval for any activity on the project site.
 - D. Applicant will provide up to \$10,000 per parcel for restoration/augmentation of a buffer tree screen along SR 305 in the Walgreen’s and Key Bank lots, as determined and arranged by the City.
 - E. Consistent with Condition 14.O above, the Applicant will make a good faith effort to provide a pedestrian/nonmotorized trail from the SW corner of the west parcel of the Wintergreen Project to the High School Road NE/SR 305 intersection and will obtain a right-of-way permit

from Washington State Department of Transportation (WSDOT) to construct the trail at Applicant's expense.

- F. Applicant will plant trees in the SR 305 buffer to create a full tree screen to eliminate visual impacts. Tree selection will be included in the Landscape Plan in coordination with the City arborist.
- G. Applicant will construct a 10-foot high fully vegetated berm along the SR 305 buffer to dampen noise impacts. Selection of native plants to be included in the berm will be included in the Landscape Plan.
- H. Applicant will provide full disclosure of all SR 305 mitigation measures to potential buyers of units that abut the SR 305 buffer and will obtain written acceptance of these mitigation measures in purchase and sale agreements. The mitigation measures will be noted in the final plat and included in the Community Space Management and Maintenance Plan, Landscape Plan, and all building permits that incorporate noise mitigation measures.
- I. Applicant will provide the equivalent of a 50-foot fully vegetated buffer along SR 305. The width of the buffer may be averaged, but no portion of the buffer may be less than 35 feet wide. This condition is consistent with the Comprehensive Plan, the existing averaged 50-foot fully vegetated buffer along SR 305 required as part of the 2014 Visconsi Master Plan HEX decision for the site, the DFB standard in Chapter 5 for a 25-50 foot fully vegetated buffer along SR 305, and applicable provisions of BIMC Title 17 and 18. If the Applicant determines that the equivalent of a 50-foot fully vegetated buffer is not feasible or requires redesign of the site plan, the project must return to the Planning Commission for additional review and recommendation. Planning Commission Recorded Motion Wintergreen Townhomes PLN51836 SPR CUPA SUB.
- J. Applicant will provide for City approval a parking plan identifying how many parking spaces are provided on each of the properties that make up the Visconsi Master Plan, how many parking spaces are proposed for the Wintergreen Project properties and their location, and how many handicapped parking spaces are being provided and their location. The parking plan must satisfy parking requirements of the 2016 amendment to the Visconsi Master Plan HEX decision and City code requirements and standards applicable to a residential subdivision.
- K. Applicant will provide for City approval a plan for bike parking spaces that is adequate for the proposed residential development as well as installation of a bike barn in the common area provided for Phase I and Phase II.
- L. Applicant will provide at least 5 motorcycle parking spaces adequate for the proposed residential development.
- M. Applicant will fence townhome yards to allow safe use by children and pets.
- N. All SEPA mitigation measures included in the August 27, 2021 (Revised August 31, 2021) Staff Report shall be incorporated into the project as amended by these conditions.
- O. All project conditions included in the August 27, 2021 (Revised August 31, 2021) Staff Report shall be incorporated into the project as amended by these conditions.
- P. The Planning Commission recommendation with conditions applies only to the project as proposed. Any subsequent substantive changes to the project will require additional Planning Commission review and recommendation.
- Q. The Applicant will properly screen with vegetation the project at the north and south boundaries.

The Phase I final plat complies with the recommended conditions by the Planning Commission, as modified by the Hearing Examiner.

The applicable portions of this condition are on the final plat and compliance is ensured during construction permit review. The applicant recorded an Affordable Housing Covenant (Kitsap County A.F.N. 202208090139) prior to construction permit issuance for required civil improvements, as authorized by the City Attorney (see condition 15.A above). The Environmental Noise Study submitted with preliminary subdivision application demonstrates that the noise level from SR305 is the same at Wintergreen Lane regardless of a noise barrier; therefore, the berm is deemed part of the Phase II development (Condition 15.G).

Financial assurance in the form of bonds includes Phase I landscaping and the final plat depicts the required landscape buffers. Approved civil construction plans include SR 305 trail provisions (Condition 15.E), a parking plan approved by the City which incorporates parking on Visconsi Master Plan lots (Condition 15.J and K), the location of bike shelters (Condition 15.L).

16. Of the total 73 units, a maximum of 24 two-bedroom units is allowable, and a minimum of 73 parking spaces (inclusive of garages) must be designated for the sole use of the townhome residential units.

This condition is on the final plat and compliance is ensured during construction permit review.

Plat of Wintergreen Townhomes, Phase I
A Plat Community
 SE 1/4, SW 1/4
 Sec.23, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Approvals

Declarant Declaration

The undersigned owner or owners of the interest in the real estate described herein hereby declare this map and dedicate the same for a common interest community named Plat of Wintergreen Townhomes, Phase I, a Plat Community, as that term is defined in the Washington Uniform Common Interest Ownership Act, solely to meet the requirements of the Washington Uniform Common Interest Ownership Act and not for any public purpose. This map and any portion thereof is restricted by law and the Declaration for Plat of Wintergreen Townhomes, Phase I, a Plat Community, recorded under Kitsap County Auditor's File No.

We further dedicate Community Space Tracts, Parking Tracts, Natural Area Tracts and Access Easements as shown on the plat for the use and enjoyment of the lot owners to the Homeowners Association.

In witness whereof we have hereunto set our hands and seals.

 Wintergreen Townhomes, LLC
 David Smith, Manager

Acknowledgment

State of Washington
 County of Kitsap

I certify that I know or have satisfactory evidence that David Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager, Wintergreen Townhomes, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

 Notary Public in and for the State of Washington
 My appointment expires _____

Surveyors Certificate

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of Central Highland Homes in March, 2021. I hereby certify that this map for Wintergreen Townhomes, Phase I, A Plat Community is based upon an actual survey of the property herein described; that the bearings and distances are correctly shown; that all information required by the Washington Uniform Common Interest Ownership Act is supplied herein; and that all horizontal and vertical boundaries of the units, to the extent such boundaries are not defined by physical monuments, such boundaries are shown on the map.

 Gavin M. Oak, PLS
 Registered Land Surveyor
 Certificate No. 45168

Acknowledgment

State of Washington
 County of Kitsap

I certify that I know or have satisfactory evidence that Gavin M. Oak is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

 Notary Public in and for the State of Washington
 My appointment expires _____

Declaration of Affordable Housing Covenants

All lots in this subdivision are bound by the Declaration of Affordable Housing Covenants recorded under Kitsap County Auditor's File No. 202208090139.

Note on Bonding

The lots created by this plat are subject to conditions of an assurance device held by the City for the completion of certain necessary facilities. Building permits may not be issued and/or occupancy may not be allowed until such necessary facilities are completed and approved by the City. All purchasers shall satisfy themselves as to the status of completion of the necessary facilities.

Engineer

Approved by the City Engineer this _____ day of _____, 2022.

 Chris Wierzbicki

Health District

Examined and approved by the Bremerton-Kitsap County Health District this _____ day of _____, 2022.

 Eric Evans, R.S.
 Director, Environmental Health

Planning and Community Development

Approved by the Director of Planning and Community Development this _____ day of _____, 2022.

 Patricia Charnas, Director
 Planning and Community Development
 City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this _____ day of _____, 2022.

 Joe Deets, Mayor
 City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including _____.

 Meredith Green
 Kitsap County Treasurer

Recording Certificate

Filed for record at the request of _____, on this _____ day of _____, 2022 recorded in Volume _____ of plats, Pages _____ records of Kitsap County, Washington.

 Paul Andrews
 Kitsap County Auditor

Attest: _____
 Deputy



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 A G O LAND SURVEYING, LLC

1015 NE HOSTMARK ST. (360)779-4299
 POULSB0, WA 98370 (206)842-9598

DATE 12/7/22 FIELD BOOK --
 DRAWING 6877P1 SHEET 1/9

Plat of Wintergreen Townhomes, Phase I
A Plat Community
SE 1/4 SW 1/4, Sec.23, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Owner:	Wintergreen Townhomes, LLC P.O. Box 2879 Poulsbo, WA. 98370 360-779-7157 cell: 360-440-0814 smithhouse4@comcast.net
Current use:	Undeveloped
Proposed water service:	City of Bainbridge Island
Proposed sewer service:	City of Bainbridge Island
Assessor's Account Nos.	232502-3-094-2009
Zoning:	HS-2
Comprehensive Plan:	HS-2
Compliance with the fire flow requirements of BIMC 20.04	will be by on-site fire hydrant with fire flow from the City water system.
Application File No.	PLN51836 SUB

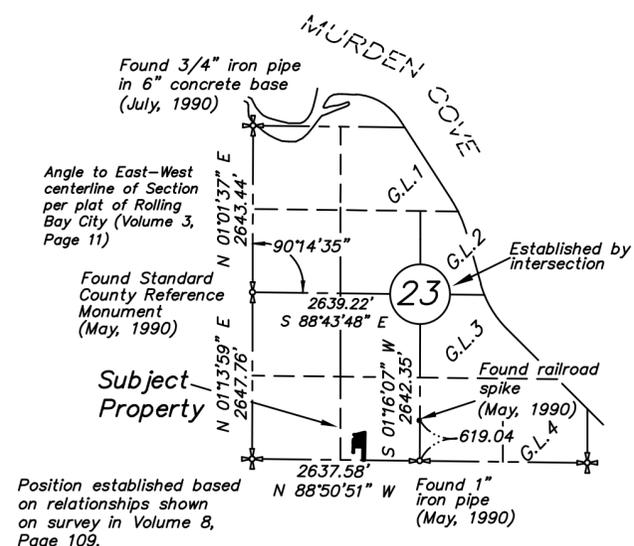
Easement Provisions

Utility easements refer to easements for the installation, maintenance, repair of and access to surface and subsurface utilities and appurtenances. Easements are hereby reserved for and conveyed to the City of Bainbridge Island, Puget Sound Energy, and any other utility companies having franchises or permits from the City of Bainbridge Island.

Utility easement areas consist of the entire Phase I parcel excluding the Townhome buildings.

Notes

- 1) This survey was accomplished by field traverse with a three second total station.
- 2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.



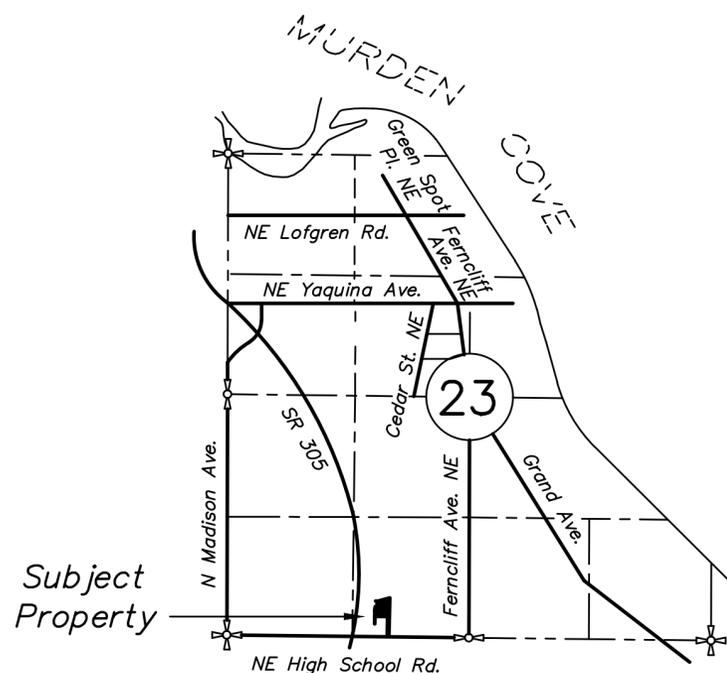
Section Subdivision
Section 23, T.25N., R.2E., W.M.
 (no scale)

Legal Description

Resultant Parcel D of the Boundary Line Adjustment recorded under Auditor's File No. 201607270165 and as depicted on survey recorded under Auditor's File No. 201607270166, in Volume 82 of surveys, Page 209, records of Kitsap County, Washington, being a portion of the Southeast quarter of the Southwest quarter of Section 23, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

National Flood Insurance Program Designation

Zone X
 Flood Insurance Rate Map 53035C0244F
 Effective Date: February 3, 2017



Vicinity Map
Section 23, T.25N., R.2E., W.M.
 (no scale)



12/6/22

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DATE 12/6/22 FIELD BOOK --
 DRAWING 6877P2 SHEET 2 / 9

Plat of Wintergreen Townhomes, Phase I A Plat Community

SE 1/4 SW 1/4, Sec.23, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

NATURAL AREA MANAGEMENT PLAN

NATURAL AREA OWNERSHIP AND MANAGEMENT ENTITY:

The natural area will be privately owned and managed by the Homeowners Association. Natural area access is restricted to the lot owners of the plat and their invited guests. The Homeowners Association shall be responsible for the maintenance of the natural area in accordance with the Natural Area Management Plan.

APPROVED USES WITHIN NATURAL AREA

1. Passive recreation, including pervious trails.
2. Agricultural uses and fencing necessary for animal control, excepting those agricultural uses that require permanent buildings.
3. Potable water wells and well houses.
4. Low impact fencing or signs marking the open space boundary.
5. On-site sewage treatment system use approved by the Director (Consistent with BIMC 17.12.050.A.9.e).
6. Storm drainage system use approved by the Director (Consistent with BIMC 17.12.050.A.9.f).
7. Playgrounds and tot lots, picnic shelters and benches, community gardens, bus shelters, community art, or fountains may be allowed within a designated natural area, provided the proposed use will not adversely affect the function or characteristics of the specific natural area.
8. Solar panels, small wind energy generators, composting bins, rainwater harvesting barrels, cisterns, and rain gardens/swales, as defined in BIMC 18.36, may be allowed within a designated natural area, provided the proposed feature will not result in the damage or removal of significant trees.
9. Planting of native vegetation.
10. Planting of non-invasive, non-native vegetation.
11. Removal of invasive vegetation.

LIMITATIONS

1. Buildings are not permitted within any natural areas (except well houses and picnic shelters).
2. Existing vegetation shall be retained and maintained except for City-approved driveways, utility corridors, and trails. No cutting or clearing or other removal of existing and/or native vegetation shall be allowed in the designated open space in order to provide lawns, gardens, patios, decks, recreation facilities or other built features.
3. All trees within the natural area are required to be retained in perpetuity. Hazard tree removal may be allowed only with city approval and appropriate replanting provisions in BIMC 18.15.010.C. If trees required to be retained are not retained or if protection measures are not fully implemented, requirements for unauthorized removal provided in BIMC 18.15.010.C shall apply.
4. No construction activities or staging shall be permitted in the natural area. Prior to construction, temporary chain link fencing, orange construction fencing, or other construction fencing satisfactory to the Director, shall be placed around all of the natural space. Hazard trees within the natural area can and should be removed with the approval of the Director during the clearing and grading phase of construction.

NATURAL AREA MAINTENANCE PLAN

The natural area shall be maintained by the Homeowners Association. Maintenance activities shall include, at a minimum, annual inspections of natural area for compliance with the Natural Area Management Plan. If the natural area is not maintained consistent with this Natural Area Management Plan, the City shall have the right to provide the maintenance thereof and bill the owner for the cost of the maintenance.

COMMUNITY SPACE MAINTENANCE PLAN

APPROVED USES: The approved uses include a pea patch in the West lots community area as well as sitting, grass play areas and patios with picnic and gathering areas in both the East and West lots community areas. The Wintergreen Landscape plan graphically shows the approved uses.
MAINTENANCE PLAN: The community areas will be maintained by the Wintergreen Townhome HOA on a bimonthly schedule. The scope of the maintenance activities, as listed in BIMC 17.12.05 Section B and the Bainbridge Island Administrative Manual will be adopted verbatim in the Wintergreen Townhomes CC&Rs. The final Wintergreen Townhome plat will also include the approved Community Space Maintenance Plan.

TITLE REPORT EXCEPTIONS

1. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress to, from the between said premises and the highway or highways to be constructed on lands conveyed by Deed recorded January 28, 1954 under Kitsap County Auditor's File No. 589328 in the official records.
To: The State of Washington
EXCEPT the grantors herein shall be given right of reasonable access Easterly from the C.R. Highway Engineer's Station 1/60 as shown on sheet 4 of sheets of the above mentioned map of definite location.
2. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress to, from the between said premises and the highway or highways to be constructed on lands conveyed by Deed recorded January 28, 1954 under Kitsap County Auditor's File No. 589335 in the official records.
To: The State of Washington
EXCEPT as a part of the cons for this transaction, the grantee agrees to construct on its right of way a frontage road as shown on "J" in sheet 2 of 6 sheets, and sheet 6 of 6 sheets the above mentioned map of definite location and to which frontage road only the grantors and their heirs and assigns are given a right of reasonable access.
3. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on March 19, 1993, under Kitsap County Auditor's File No(s). 9305190189 in the official records.
In favor of: The City of Bainbridge Island, Washington, a Municipal Corporation
For: The purpose of constructing, repairing, altering or reconstructing said sidewalk
Affects: A portion of Parcel D
4. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on October 3, 2003, under Kitsap County Auditor's File No(s). 200310030063 in the official records.
For: Vehicular, pedestrian and utilities
Affects: A portion of said premises
Said instrument is a re-recording of instrument recorded September 19, 2003 under Auditor's File No. 200309190195.
Amendment and Termination of Easement Rights recorded under Auditor's File Nos. 201410090109 in the official records and 201608030171 in the official records
Affects: Resultant Parcel D
5. Road, Sidewalk and Planter Strip Area Cost and Maintenance Agreement and the terms and conditions thereof:
Recorded: October 3, 2003
Auditor's File No(s): 200310030062 in the official records
Said instrument is a re-recording of instrument recorded September 19, 2009 under Auditor's File No. 200909190196.
Affects: Resultant Parcel D
6. Easement for electric transmission and distribution line, and the terms and conditions thereof, together with necessary appurtenances, as granted by instrument recorded on November 12, 2014, under Kitsap County Auditor's File No(s). 201411120375 in the official records.
To: Puget Sound Power and Light Company/Puget Sound Energy
Affects: A portion of said premises
7. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on November 19, 2015, under Kitsap County Auditor's File No(s). 201511190164 in the official records.
For: Underground water and sanitary sewer utilities facilities
Affects: A portion of said premises
8. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on June 18, 2014, under Kitsap County Auditor's File No(s). 201406180126 in the official records.
For: Reciprocal easement agreement
Affects: A portion of said premises
Confirmation and Grant of Easement Rights, recorded under Auditor's File Nos. 201509020080 in the official records, 201602180063 in the official records and 201701300037 in the official records.
Release of Easement Rights recorded under Auditor's File No. 201509020081 in the official records, 201602290139 in the official records and 201704250189 in the official records.
First Amendment to Reciprocal Easement Agreement recorded under Auditor's File No. 201802090191 in the official records.
Second Amendment to Reciprocal Easement Agreement recorded under Auditor's File No. 201911080111 in the official records
9. Covenants, conditions, restrictions, easements and matters delineated, described and noted, if any, in short plat:
Recorded: September 7, 1983
Auditor's File No(s): 8309070094 in the official records
10. Covenants, conditions, restrictions, easements and liability to assessments, if any, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in said instrument:
Recorded: June 18, 2014
Auditor's File No.: 201406180127 in the official records
Amendment and/or modification of said instrument:
Recorded: January 30, 2017
Auditor's File No.: 201701300038 in the official records
11. Covenants, conditions, restrictions, easements and matters delineated, described and noted, if any, in boundary line adjustment:
Recorded: June 18, 2014
Auditor's File No(s): 201406180124 in the official records and 201406180125 in the official records
Affidavit of Correction recorded under Auditor's File Nos. 201409030042 in the official records and 201612150194 in the official records.
12. Covenants, conditions, restrictions, easements and matters delineated, described and noted, if any, in boundary line adjustment:
Recorded: July 27, 2016
Auditor's File No(s): 201607270165 in the official records and 201607270166 in the official records.



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POULSBO, WA 98370 (206)842-9598

DATE 12/6/22 FIELD BOOK --
DRAWING 6877P3 SHEET 3 / 9

*Plat of Wintergreen Townhomes, Phase I
A Plat Community*

SE 1/4 SW 1/4, Sec.23, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Conditions of Approval

The following Conditions of Approval are binding on the owners of the subject property, and their successors in interest and assigns, and may not be modified or removed except with the express written consent of the City of Bainbridge Island.

SEPA Mitigation Measures:

1. To mitigate air impacts, all sources and emission units are required to meet the emission and ambient air quality standards specified in Chapter 173-400 WAC and administered by the Puget Sound Clean Air Agency (PSCAA) and shall apply to all air contaminants listed in that regulation. The Applicant shall submit with application for construction associated with this approval a management plan which is consistent with PSCAA Fugitive Dust Controls.
2. To reduce noise impacts for those living within the proposed units along SR305, the units shall be constructed with noise reduction mitigation measures as found in Mitigation Measures Environmental Noise Study dated February 16, 2021, and include the following:
 - Windows are required to have a fixed sash or an efficiently weather-stripped, operable sash. The sash shall be rigid and weather-stripped with material that is compressed airtight when the window is closed, so as to conform to an infiltration rate not to exceed 0.5 cubic foot per minute per foot of crack length in accordance with ASTM E-283-65-T.
 - Glass shall be sealed in an airtight manner with a non-hardening sealant or a soft elastomeric gasket or gasket tape.
 - The perimeter of window and door frames shall be sealed airtight to the exterior wall construction with a sealant conforming to one of the following Federal specifications: TT-S-00227, TT-S-00230 or TT-S-00153.
 - In case the ventilation is achieved through slots within the window case, offset vents that maintain the STC rating of the window is recommended.
3. Exterior trash receptacles/recycling facilities shall be fully screened with solid walls and gates and fully contained with masonry enclosure. The eastern wall of the facilities shall be at least 30 feet from the eastern site property line. The screening enclosures shall be architecturally consistent with the facilities approved in the Visconsi Master Plan. All enclosures serving associated buildings shall be constructed and inspected prior to final inspection of the associated building.

Project Conditions:

4. The authorization for construction activities automatically expires and is void if the Applicant fails to file for construction permit or other necessary development permit within three years of the effective date of the decision on this application.
5. Plans submitted for construction shall substantially comply with the site, architectural, landscape, and civil plans approved through this consolidated land use permit, as modified by these conditions.
6. Prior to any construction, the Applicant shall obtain the appropriate permits from the City, including but not limited to clearing, grading, and/or building permits.
7. FAR bonus density shall comply with bonus density provisions of BIMC 18.12.030.E, and general provisions for optional affordable housing in BIMC 18.21.020
 - A. Affordable housing lots shall be identified on the final plat.
 - B. Per-unit and common area floor area bonus shall be allocated on the final plat. (See Sheet 5)
 - C. Construction of affordable units should be roughly proportional to construction of market-rate units. The project shall follow an approved phasing schedule that provides for construction and certificate of occupancy for affordable housing units in proportion to market rate units.
 - D. Affordable housing must comply with preservation of affordability for the following time periods:
 - Affordable rental housing units created as a result of the provisions of BIMC 18.21 shall remain affordable for a period of at least 50 years from the time of first occupancy and shall be secured by a recorded agreement and covenant in accordance with BIMC 18.21.020.C.*
 - Affordable home ownership units created as a result of the provisions BIMC 18.21 shall be sold to income-qualified households and shall remain affordable for a period of 99 years from the time of first occupancy. The affordable housing unit(s) shall be secured by a recorded agreement and covenant in accordance with BIMC 18.21.020.C.*
 - * A unit that is owned or sponsored by a public or private nonprofit agency that already restrict benefit and resale is exempt from these requirements.
 - If the Applicant sells the individual lots created as a result of the provisions of this chapter, it is the responsibility of the Applicant to arrange for the affordable units to be built.
8. Parking lots serving commercial development (i.e., parking lots being used through a shared development agreement) must provide a minimum of four bicycle spaces for each lot or the equivalent thereof in terms of bike huts.
9. If any historical or archaeological artifacts are uncovered during excavation or construction, work shall immediately stop and the Department of Planning and Community Development and the Washington State Office of Archaeology and Historic Preservation shall be immediately notified. Construction shall only continue thereafter in compliance with the applicable provisions of law.
10. Required plantings shall be installed or installation financially assured in accordance with BIMC 18.15.010.H. prior to occupancy of any of the new buildings. After installation approval by the Planning Department, maintenance financial assurance shall be required in accordance with BIMC 18.15.010.H.
11. The project shall comply with the following condition to the satisfaction of the Kitsap Public Health District: each townhome will require a sewer building clearance with binding water and non-binding sewer prior to building permit issuance.
12. The project shall comply with the following conditions to the satisfaction of the Fire Marshal:
 - A. The project shall comply with all applicable provisions of the adopted Fire Code.
 - B. Fire sprinklers and a fire alarm system to monitor the fire sprinkler system will be required.
 - C. Fire flow may be met through existing hydrants. Developer to verify available fire flow for the site.
 - D. Dead-end access roads over 150' in length require a turn-around.

13. The project shall comply with the following conditions to the satisfaction of the City Engineer:
 - A. Civil improvement plans, reports, and computations prepared by a civil engineer registered in the State of Washington shall be submitted with the application to the City for a plat utility review and associated Commercial Grade and Fill or Building Permit(s). Plans to construct all necessary infrastructure including site drainage, grading, and utilities serving the divided lots will be reviewed and approved by the City Engineer prior to issuance of any construction permit.
 - B. On-site water and sanitary sewer main extensions shall be publicly owned and maintained. Water and sanitary sewer main extensions shall be located in 15-foot-wide easements and shall be accessible by maintenance vehicles to the satisfaction of the City Engineer.
 - C. Developer Extension Agreements (DEA) pursuant to BIMC §13.32 shall be executed prior to or in conjunction with the plat utility review and associated construction permits. Agreements required for any public road extensions are separate from those for utility (water/sewer/storm) extensions and both (if necessary) will include the 3% fee and any potential latecomer agreement application as desired by the Applicant as part of the utility extension(s).
 - D. The final utility report/plans shall reflect conditions on utility service imposed under the non-binding Water/Sewer Availability commitment letter issued April 15, 2021, by COBI Public Works under designated file number PW21 0016.
 - E. The final Civil plan design and supporting drainage report submitted with construction permitting documents shall demonstrate project compliance with all applicable minimum requirements (1-9) as required by BIMC 15.20. The report shall include evaluation of the design capacity of the existing stormwater system as it relates to the proposed hard surfaces of this project. An off-site analysis to assess the potential impacts to the storm conveyance downstream regarding issues with capacity, erosion, water quality threats, localized flooding, etc. is required consistent with BIMC §15.20.060(H).
 - F. Site Plan indicates that greater than one acre will be disturbed during construction. To comply with Department of Ecology Phase II NPDES Permittee requirements, coverage under the Construction General Stormwater Permit from Department of Ecology is required for the duration of the project and shall be in place prior to any clearing, grading, or other land disturbing activities.
 - G. A Construction Stormwater Pollution Prevention Plan (SWPPP) is required prior to construction activities resultant from the plat utility review approval, including clearing, grading, or civil improvements. Stormwater quality treatment and erosion and sedimentation control shall be designed in accordance with BIMC 15.20. The submittal documents shall be prepared by a civil engineer licensed in the State of Washington.
 - H. All on-site stormwater facilities serving the divided lots resulting from the proposed subdivision shall remain privately owned and operated/maintained. The owner shall be responsible for maintenance of the stormwater facilities following construction per BIMC 15.21 to include annual inspection and maintenance reports provided to the COBI NPDES Coordinator.
 - I. A Declaration of Covenant for Maintenance and Operation of Storm Drainage facilities shall be recorded prior to issuance of any certificate of occupancy. Required text for the Declaration of Covenant is found in BIMC 15.21, Exhibit A.
 - J. On-site stormwater runoff resulting from future development on individual resultant lots shall be managed in a manner compliant with BIMC 15.20 and DOE Stormwater Management Manual for Western Washington (2014) pursuant to issuance of follow-on building permits.
 - K. All internal roadways shall remain privately owned and maintained. Roadway plans, sections, and alignment requirements submitted by the Civil Engineer of Record shall be consistent with HEX conditions for the original Visconsi approvals unless modifications are approved by the City Engineer.
 - L. Resultant lots will be subject to Transportation Impact Fees per BIMC 15.30 and in accordance with the TIF Rate Schedule (or the optional independent calculation in effect at the time of permit issuance. Transportation Impact Fees shall be due in full at the time of building permit issuance.
 - N. The primary walkways throughout the development shall meet accessibility requirements and be surfaced with nonskid hard surfaces, providing a minimum of 5 feet of unobstructed width.
 - O. Applicant shall make a good faith effort to install a pedestrian connection from the southwest corner of the west parcel to the sidewalk within the High School Road NE right-of-way (ROW) adjacent to the signalized intersection with SR 305, aligned west of the Walgreens and Key Bank lots and located within WSDOT ROW (A WSDOT ROW permit would be required). This good faith effort shall be documented to the satisfaction of the City Engineer prior to the issuance of permits to complete proposed civil improvements under a plat utility review.
 - P. A right-of-way construction permit (ROW) or road approach application (RAA) is required prior to construction activities within the right-of-way (primarily utility connections). The ROW/RAA permit will be subject to separate conditions and bonding requirements.



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DRAWING 6877P4 SHEET 4 / 9

12/7/22

Plat of Wintergreen Townhomes, Phase I
A Plat Community
SE 1/4 SW 1/4, Sec.23, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington

Conditions of Approval (continued)

Q. Installation of improvements and creation of as-built engineered plans must be completed prior to approval of final plat. In lieu of completion of those improvements and as-builts consistent with the conditions of a preliminary short plat approval, the City Engineer may accept an assurance device, in an amount and in a form determined by the City, but not to exceed 125 percent of the established cost of completing the infrastructure that secures and provides for the actual construction and installation of the improvements or the performance of the conditions within one year, or such additional time as the City Engineer determines is appropriate, after final plat approval.

R. Mailbox locations, relocations, and clustering shall be approved by the local postmaster and shall conform to the standards for mailbox placement per standard drawings dwg. 8-220, dwg. 8-230, dwg. 8-240, and dwg. 8-250. Mailbox relocations shall be the financial responsibility of the developer if required.

15. The project shall comply with the conditions of the planning commission (as amended by the hearing examiner) as follows:

A. The applicant shall place all 31 of the affordable units into the Housing Resources Board (HRB) Community Land Trust (CLT) – or comparable agency later approved by the City Council – to be offered to low-income households in perpetuity. This commitment will be a covenant on title on each of the affordable units prior to the first City permit approval for any activity on the project site. The city will determine what constitutes a "low income" household pursuant to BIMC Sections 18.12.030.e, 18.21 and 18.36, or as thereafter amended. The final plat will include a covenant on the face of the plat stating, "affordable housing as defined in BIMC 18.36" and including a phasing plan identifying the affordable to-market rate unit completion proportions.

B. Upon the first sale of each of the 31 affordable units, applicant will pay \$10,000 to HRB and Housing Kitsap (or any comparable agency later approved by the City Council), with \$5,000 paid to each agency per unit. This commitment will be a covenant on title on each of the affordable units prior to the first City permit approval for any activity on the project site.

C. Upon the first sale of each of the 73 units, applicant will pay \$1,500 per unit to HRB (or a comparable agency later approved by the City Council). This commitment will be a covenant on title on each of the units prior to the first City permit approval for any activity on the project site.

D. Applicant will provide up to \$10,000 per parcel for restoration/augmentation of a buffer tree screen along SR 305 in the Walgreen's and Key Bank lots, as determined and arranged by the City.

E. Applicant will plant trees in the SR 305 buffer to create a full tree screen to eliminate visual impacts. Tree selection will be included in the landscape plan in coordination with the City arborist.

F. Applicant will construct a 10-foot high fully vegetated berm along the SR 305 buffer to dampen noise impacts. Selection of native plants to be included in the berm will be included in the landscape plan.

G. Applicant will provide full disclosure of all SR 305 mitigation measures to potential buyers of units that abut the SR 305 buffer and will obtain written acceptance of these mitigation measures in purchase and sale agreements. The mitigation measures will be noted in the final plat and included in the Community Space Management and Maintenance Plan, Landscape Plan, and all building permits that incorporate noise mitigation measures.

H. Applicant will provide at least 5 motorcycle parking spaces adequate for the proposed residential development.

I. Applicant will fence townhome yards to allow safe use by children and pets.

K. Applicant will provide for City approval a plan for bike parking spaces that is adequate for the proposed residential development as well as installation of a bike barn in the common area provided for Phase I and Phase II.

16. Of the total 73 units, a maximum of 24 two-bedroom units is allowable, and a minimum of 73 parking spaces (inclusive of garages) must be designated for the sole use of the townhome residential units.

Floor Area Ratio Allocation					
Lot A		Lot D		Total Lots A + D	
Floor Area	Floor Area Ratio	Floor Area	Floor Area Ratio	Floor Area	Floor Area Ratio
26,527.17 sq. ft.	0.21	11,891.49 sq. ft.	0.09	38,418.87 sq. ft.	0.30
10,562.72 sq. ft.	0.08	12,826.17 sq. ft.	0.10	23,388.97 sq. ft.	0.18
37,089.89 sq. ft.	0.29	24,717.66 sq. ft.	0.19		

Floor Area Ratio Allocation for Lot D (Phase I)

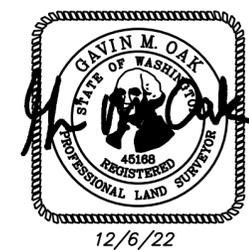
Three story Townhomes – Open Market
 Townhomes – Lots 58–61 and 65–73 have 914.73 sq. ft each
 Base floor area is 914.73 x 13 = 11,891.49 sq. ft.

Two story Townhomes – Affordable
 Townhomes – Lots 44–57 and 62–64 have 754.48 sq. ft each
 Base floor area is 754.48 x 17 = 12,826.17 sq. ft.

Floor Area Ratio Allocation for Lot A (Phase II)

Three story Townhomes – Open Market
 Townhomes – Lots 1–29 have 914.73 sq. ft each
 Base floor area is 914.73 x 29 = 26,527 sq. ft.

Two story Townhomes – Affordable
 Townhomes – Lots 30–43 have 754.48 sq. ft each
 Base floor area is 754.48 x 14 = 10,562.72 sq. ft.

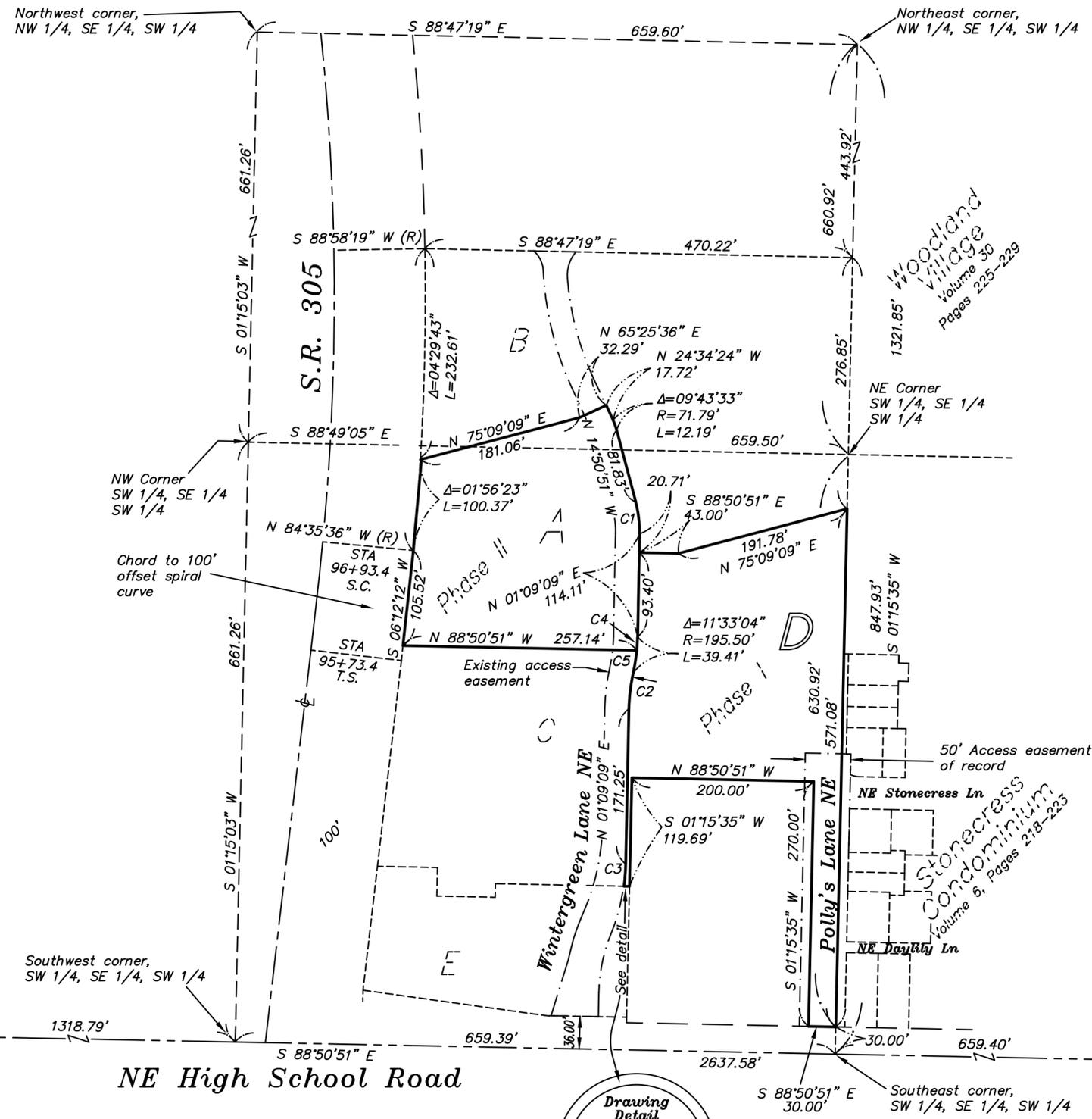


ADAM • GOLDSWORTHY • OAK
 A G O LAND SURVEYING, LLC

1015 NE HOSTMARK ST. (360)779-4299
 POULSBORO, WA 98370 (206)842-9598

DATE 12/6/22 FIELD BOOK --
 DRAWING 6877P5 SHEET 5 / 9

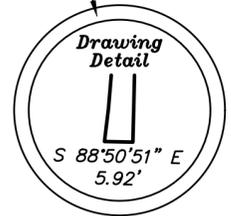
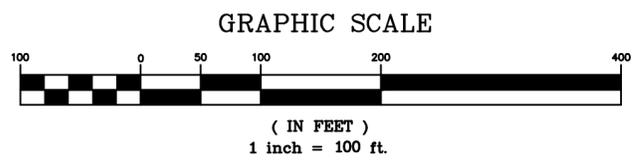
Plat of Wintergreen Townhomes, Phase I
A Plat Community
SE 1/4, SW 1/4, Sec.23, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 100'
 Assumed

Curve Table			
C1	Δ=16°00'00"	R=126.50'	L=35.33'
C2	Δ=11°33'04"	R=199.50'	L=40.22'
C3	Δ=06°26'19"	R=215.50'	L=24.22'
C4	Δ=04°10'57"	R=195.50'	L=14.27'
C5	Δ=07°22'06"	R=195.50'	L=25.14'

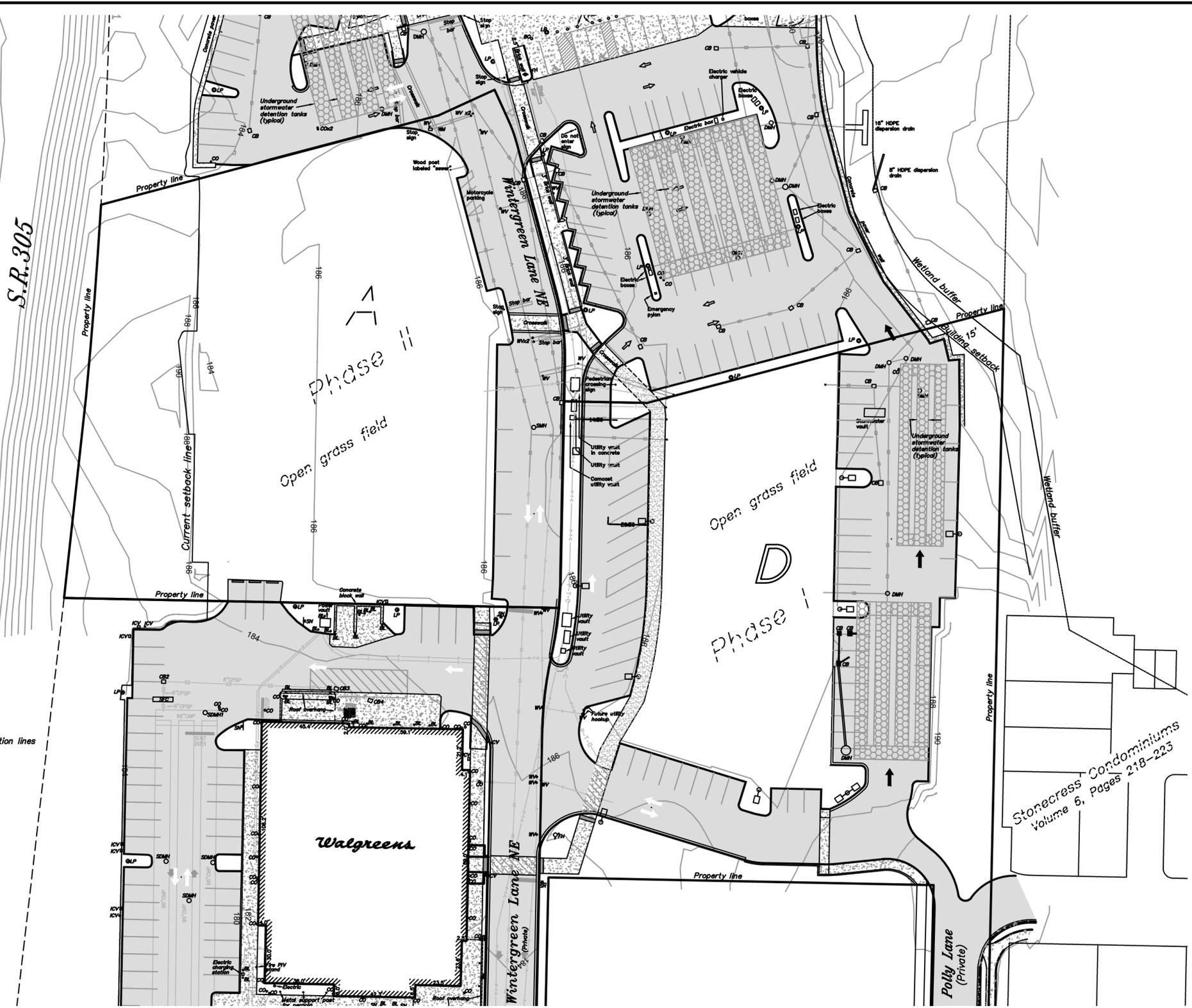
Parcel Areas		
A	57,452 sq. ft.	1.32 Acres
D	70,814 sq. ft.	1.63 Acres



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 POULSBORO, WA 98370 (206)842-9598
 DATE 12/6/22 FIELD BOOK
 DRAWING 6877PP6 SHEET 6 / 9

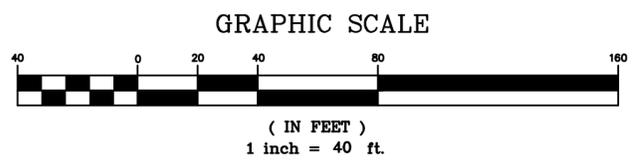
Scale: 1" = 40'
Assumed

- Legend**
- WM ◊ = Water meter
 - TP □ = Telephone pedestal
 - CB □ = Catch basin
 - CO ◊ = Cleanout lid
 - SN ⊥ = Sign
 - SDMH O = Storm drain manhole lid
 - ICV ⊥ = Irrigation control valve
 - SF ⊥ = Storm drain filter
 - LP ⊙ = Light pole
 - FH ⊙ = Fire hydrant
 - WV ⊙ = Water valve
 - BL ⊙ = Bollard
 - SSMH O = Sanitary sewer manhole lid
 - ▒ = Asphalt pavement surface
 - ▒ = Concrete surface
 - SD — = Underground storm drain line
 - W — = Underground water line
 - P-T-C — = Underground power and communication lines
 - SS — = Underground sanitary sewer line



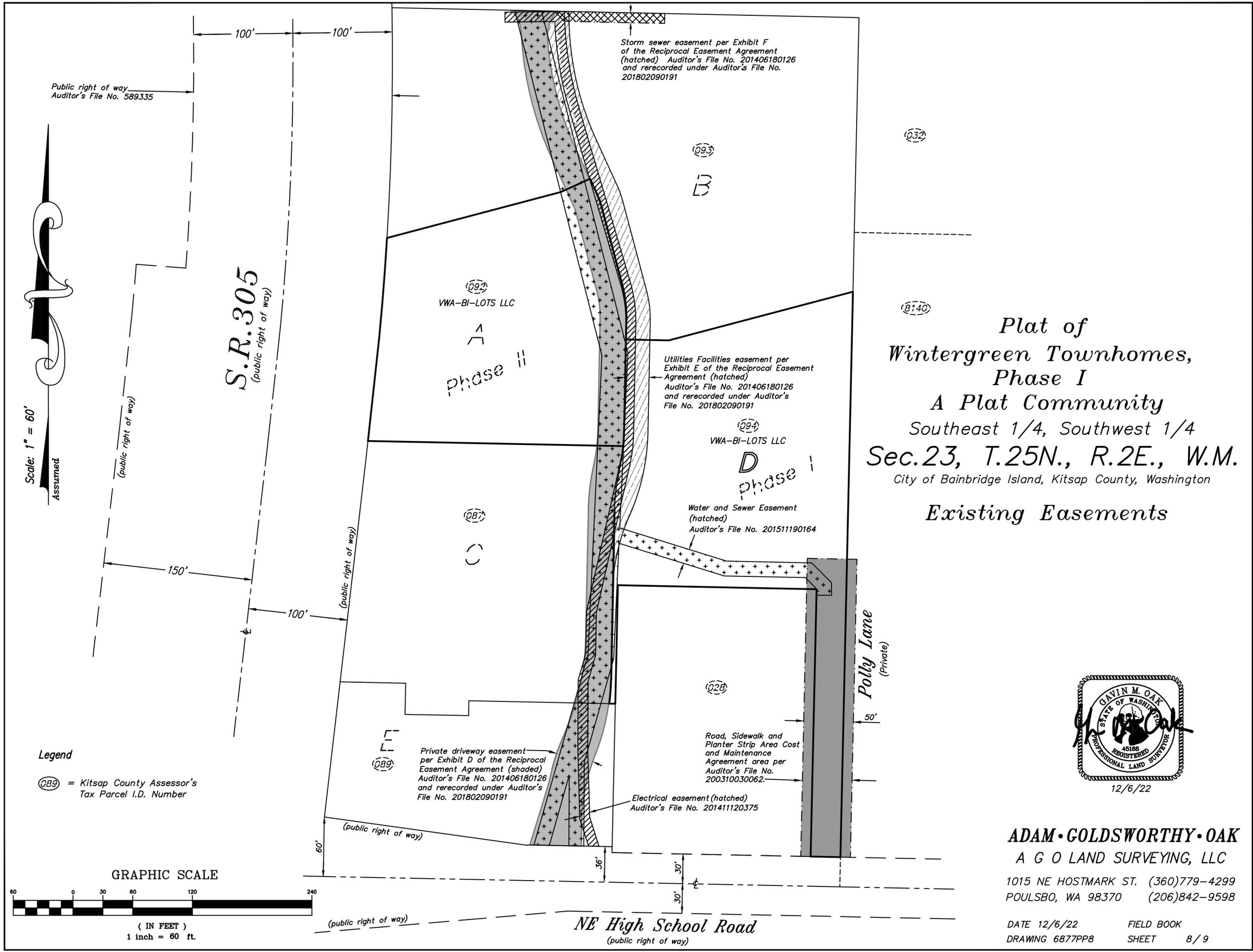
Existing Conditions

*Plat of Wintergreen Townhomes, Phase I
A Plat Community
Southeast 1/4, Southwest 1/4
Sec.23, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington*



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DATE 12/6/22 FIELD BOOK
DRAWING 6877P7 SHEET 7/9

Stonecress Condominiums
Volume 6, Pages 218-225



Plat of Wintergreen Townhomes, Phase I
A Plat Community
 SE 1/4 SW 1/4, Sec. 23, T.25N., R.2E., W.M.
 City of Bainbridge Island, Kitsap County, Washington
 Phase 1

Lot Areas			
44	706 sq. ft.	60	498 sq. ft.
45	498 sq. ft.	61	498 sq. ft.
46	498 sq. ft.	62	573 sq. ft.
47	498 sq. ft.	63	498 sq. ft.
48	498 sq. ft.	64	698 sq. ft.
49	498 sq. ft.	65	698 sq. ft.
50	698 sq. ft.	66	498 sq. ft.
51	636 sq. ft.	67	498 sq. ft.
52	498 sq. ft.	68	498 sq. ft.
53	498 sq. ft.	69	498 sq. ft.
54	498 sq. ft.	70	498 sq. ft.
55	498 sq. ft.	71	498 sq. ft.
56	498 sq. ft.	72	498 sq. ft.
57	698 sq. ft.	73	698 sq. ft.
58	698 sq. ft.		
59	498 sq. ft.		

Note: Lot areas shown above equal maximum lot coverage for each lot. An additional 2,500 sq. ft. shall be allocated to the Community Space Tracts in Phase I.

Areas	
Resultant Lot D	70,814 sq. ft.
Natural Area	9,456 sq. ft.
Community Space	11,837 sq. ft.
Parking	9,072 sq. ft.

Affordable Housing as Defined in BIMC 18.36

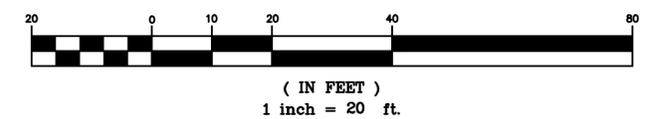
All units designated as affordable units on this plan shall be Affordable Housing as defined in Bainbridge Island Municipal Code (BIMC) 18.36 as the same exists on the date this plat is recorded. For further details, see the BIMC and the Declaration of Affordable Housing Covenants recorded under Kitsap County Auditor's File No. 202208090139.

The townhomes on the lots designated as Affordable Housing, Lots 44-57 and 62-64, shall be built before or at the same time as the townhomes on Lots 58-61 and 65-73.

Legend

-  = Community Space Tract
-  = Parking Tract
-  = Natural Area Tract
-  = Access easement
-  = Affordable townhouse
-  = Set 3/4" iron pipe or magnetic nail with washer
-  = Set 2" brass disk monument in concrete

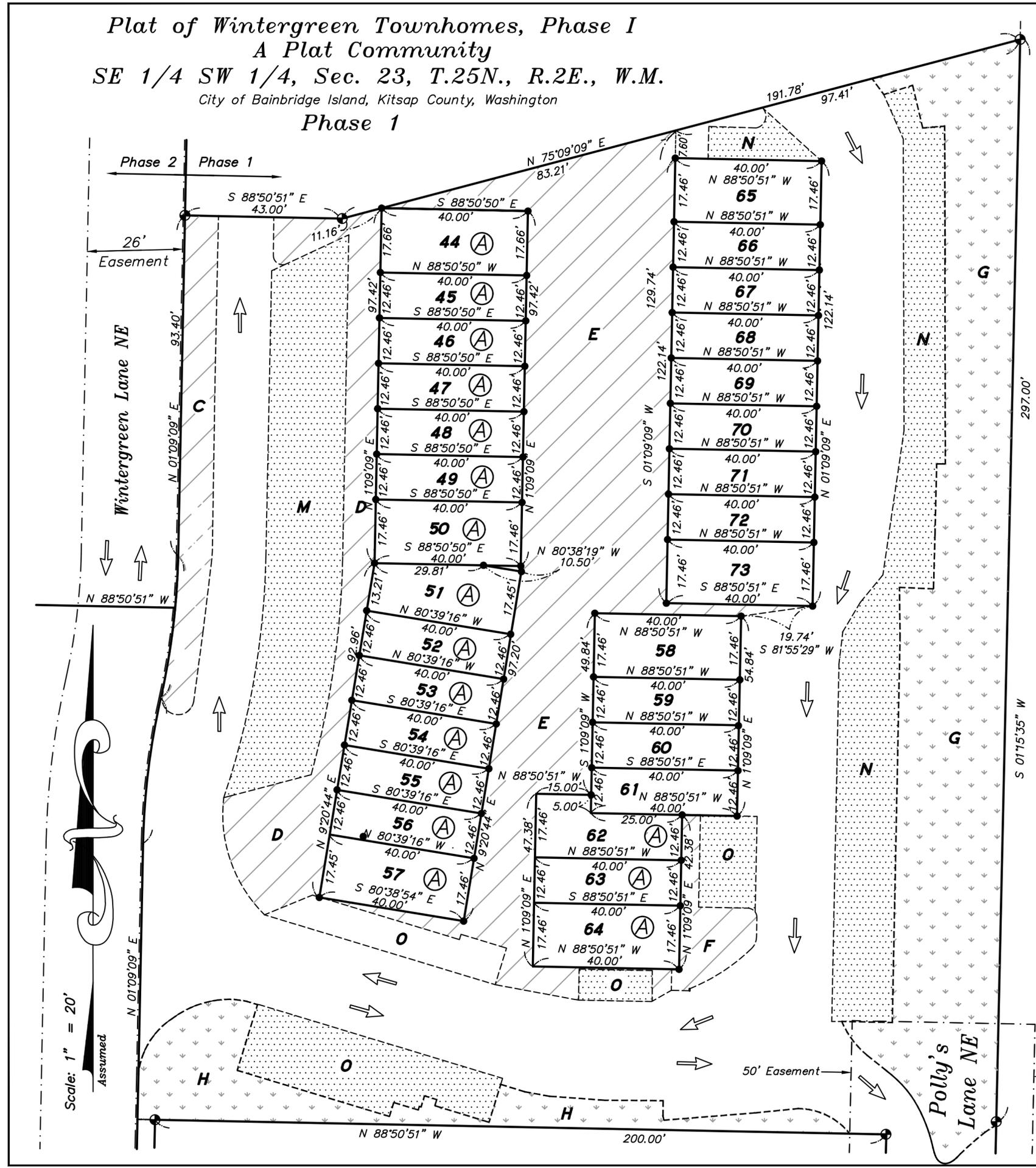
GRAPHIC SCALE



ADAM • GOLDSWORTHY • OAK
 A G O LAND SURVEYING, LLC

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DATE 12/6/22 FIELD BOOK
 DRAWING 6877P9 SHEET 9/9



Scale: 1" = 20'
 Assumed

SUBDIVISION PERFORMANCE BOND (WINTERGREEN TOWNHOMES)

BOND NO.: 023216129

WHEREAS, Wintergreen Townhomes, LLC (the “Principal”) has applied for approval of a development known as Wintergreen Townhomes East Phase (Phase 1) (City File No. PLN51836/BLD26384). As a condition of approval, the City has required various improvements in accordance with Chapter 2.16 of the Bainbridge Island Municipal Code (“BIMC”) and an approved plat plan (the “Plan”).

WHEREAS, pursuant to Section [2.16.070(N)][2.16.080(I)] BIMC, the City Council has determined that a performance bond will adequately protect the interests of the City.

NOW THEREFORE, the undersigned Principal and The Ohio Casualty Insurance Company, a corporation authorized to transact surety business in the State of Washington (hereinafter referred to as the “Surety”), agree and bind themselves, their heirs, executors, administrators and assigns, unto the City in the amount of Four Hundred Sixty Five Thousand Eight Hundred Fifty Seven and 50/100ths Dollars (\$465,857.50), that being 125 percent of the established costs of completing the infrastructure, according to the following terms and conditions.

1. The Principal and Surety agree that in the event the improvements are not installed within one year in accordance with the Plan and Section [2.16.070(N)][2.16.080(I)] of the Bainbridge Island Municipal Code, then the Surety shall, within 20 days demand of the City make a written commitment to the City that it will either:

- (a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or
- (b) tender to the City within an additional 10 days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

The Surety shall then fulfill its obligations under this bond, according to the option it has selected.

If the Surety elects option (b), then upon completion of the remedy the City shall notify the Surety of the actual costs of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceed the City's estimate, limited to the bond amount.

2. If the Principal fails to install the improvements within the time period requested by the City, the City’s employees and agents are hereby authorized to enter onto said property and to perform such work. This provision shall not be construed as creating any obligation on the part of the City or its representatives.

3. In the event any lawsuit is instituted to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the losing party its costs, including reasonable attorneys' fees, incurred as a result of such lawsuit.

4. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or the Principal.

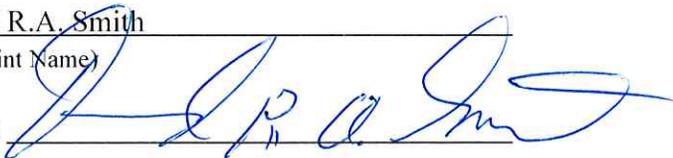
Sealed and dated this 28th day of November, 2022.

PRINCIPAL: Wintergreen Townhomes, LLC

By: David R.A. Smith

(Print Name)

Signature: _____



Title: Manager

SURETY: The Ohio Casualty Insurance Company

By: Benjamin Rogers

(Print Name)

Signature: _____



Title: Attorney-in-Fact

Address: 1001 – 4th Avenue, Suite 3800

Seattle, WA 98154

Attachments: Approved Cost Estimate & Original Surety Power of Attorney



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208631-974357

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Becky Schwantes; Benjamin Rogers; Deana M. McIntyre; Derek Gould; Rhonda M. Ausbun; Richard G. Hecker

all of the city of Poulsobo state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of November, 2022.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Developer submitted Costs (provided for reference, updated 11.13.22)

Wintergreen Townhomes East Phase (Phase 1)
Performance Bond Costs (30 lots)

	QTY	Unit	\$/Unit	Extension
Site Development - Grading, sewer, water storm site prep, etc (see Strickland's bid attached)	1	EA	\$ 602,272.00	\$ 602,272.00
Asphalt Paving (See Lakeside bid attached)	1	EA	\$ 76,395.00	\$ 76,395.00
Curb/Gutter	100	LF	\$ 30.00	\$ 3,000.00
Sidewalk/Path	6000	SF	\$ 5.00	\$ 30,000.00
Striping	1	EA	\$ 1,500.00	\$ 1,500.00
Landscaping	1	EA	\$ 20,000.00	\$ 20,000.00
Total PHASE I Estimated Costs				\$ 733,167.00

Phase I Bond Requirement

West Phase (Phase II) (43 lots), Cost estimates developed (Sept 2022) by using per/lot costs generated in East Phase Estimate. May be updated when deferred submittals submitted for construction of phase II:

	QTY	Unit	\$/Unit	Extension
Site Development - Grading, sewer, water storm site prep, etc (see Strickland's bid attached)	1	EA	\$ 667,558.00	\$ 667,558.00
Asphalt Paving (See Lakeside bid attached)	1	EA	\$ 76,395.00	\$ 76,395.00
Curb/Gutter	100	LF	\$ 30.00	\$ 3,000.00
Sidewalk	6000	SF	\$ 5.00	\$ 30,000.00
Striping	1	EA	\$ 1,500.00	\$ 1,500.00
Landscaping	1	EA	\$ 20,000.00	\$ 20,000.00
West Phase TOTAL Cost Estimate				\$ 1,050,872.70
Phase II Bond Reqt (125% of cost est)				\$ 1,313,590.88
Total bonding reqt (2 separate bonds)				\$ 1,313,590.88

DE review of required Assurance (sorted by Utility Fund)

STREET	WATER	SEWER	SSWM	Planning (Landscaping)	TOTALS BY line Item (Row)		Date Inspected
					Completed Work		
					\$ 243,291.00		190,770 11.22.22
					\$ 76,395.00		
					\$ 3,000.00		
					\$ 30,000.00		
					\$ -		
					\$ 20,000.00		
					\$ 147,623.00	\$ 190,770.00	
					\$ 20,000.00	\$ 372,686.00	
					\$ 465,857.50		

=

DE Notes

Not all Strickland line items were included for bonding/assurance. See updated "DE approved Wintergreen Cost Estimate" as separate file, most recent update 11.16.22 [11.23.22] - Sewer main extension construction has been completed and inspected. Warranty Bill of Sale has not yet been completed, and maintenance bond is not in place. It is anticipated that those two things will occur just prior to or in conjunction with the first certificate of occupancy requested.

Both on and off site paving supports plat, Bond required
Curb/Gutter and sidewalks are supporting infrastructure for plat, bond required
Curb/Gutter and sidewalks are supporting infrastructure for plat, bond required (includes pedestrian connection to SR305/HS Road)
Not required to be bonded.

Required per PCID/Applicant agreement to include with PW bonding.

Subtotal

PHASE I Bond Requirement (125% of approved cost estimate) [Reflects updated outstanding work as of 11.23.22]

Items to be publicly owned and maintained, require Warranty bill of sale and maintenance/warranty bond once accepted

STREET WATER SEWER SSWM Planning (Landscapi) TOTALS BY line Item (Row)

	\$ 50,093.47	\$ 49,643.50	\$ 273,437.00	\$ 239,880.13	\$ -	\$ 622,154.10
	\$ 109,499.50	\$ -	\$ -	\$ -	\$ 109,499.50	\$ 109,499.50
	\$ -	\$ -	\$ -	\$ -	\$ 4,300.00	\$ 4,300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
	\$ 168,593.02	\$ 49,643.50	\$ 273,437.00	\$ 239,880.13	\$ -	\$ 764,620.27
						\$ 955,775.33

PHASE II NOT BEING CONSIDERED AT THIS TIME, INCLUDED FOR REFERENCE ONLY

APPROVED
CITY OF BAINBRIDGE ISLAND
DEVELOPMENT ENGINEER
Paul Nykand
Paul Nykand, P.E. 11/23/2022
SIGNATURE DATE

UPDATED TO REFLECT CONSTRUCTION OF THE SANITARY SEWER MAIN EXTENSION. THAT COST HAS BEEN REMOVED FROM THE CONSTRUCTION COST ESTIMATE SHOWN AND THE CURRENT VALUE OF ASSURANCE DEVICE REQUIREMENT IS SHOWN ABOVE FOR PHASE I ONLY. PREVIOUS VERSIONS OF THIS SHEET ARE NO LONGER VALID. NO CHANGE WAS MADE TO THE ATTACHED SUBMITTED ESTIMATES PREVIOUSLY APPROVED.

Developer submitted Costs (provided for reference, updated 11.13.22)

Wintergreen Townhomes East Phase (Phase 1)

	QTY	Unit	\$/Unit	Extension
Site Development - Grading, sewer, water storm site prep, etc (see Strickland's bid attached)	1	EA	\$ 602,272.00	\$ 602,272.00
Asphalt Paving (See Lakeside bid attached)	1	EA	\$ 76,395.00	\$ 76,395.00
Curb/Gutter	100	LF	\$ 30.00	\$ 3,000.00
Sidewalk/Path	6000	SF	\$ 5.00	\$ 30,000.00
Striping	1	EA	\$ 1,500.00	\$ 1,500.00
Landscaping	1	EA	\$ 20,000.00	\$ 20,000.00

Total PHASE I Estimated Costs \$ 733,167.00

Phase I Bond Requirement

West Phase (Phase II) (43 lots), Cost estimates developed (Sept 2022) by using per/lot costs generated in East Phase Estimate. May be updated when deferred submittals submitted for construction of phase II:

	QTY	Unit	\$/Unit	Extension
Site Development - Grading, sewer, water storm site prep, etc (see Strickland's bid attached)	1	EA	\$ 667,558.00	\$ 667,558.00
Asphalt Paving (See Lakeside bid attached)	1	EA	\$ 76,395.00	\$ 76,395.00
Curb/Gutter	100	LF	\$ 30.00	\$ 3,000.00
Sidewalk	6000	SF	\$ 5.00	\$ 30,000.00
Striping	1	EA	\$ 1,500.00	\$ 1,500.00
Landscaping	1	EA	\$ 20,000.00	\$ 20,000.00

West Phase TOTAL Cost Estimate \$ 1,050,872.70

Phase II Bond Reqt (125% of cost est)

Total bonding req (2 separate bonds)

DE review of required Assurance (sorted by Utility Fund)

	STREET	WATER	SEWER	SSWM	Planning (Landscaping)	TOTALS BY line Item (Row)	Completed Work	Date Accepted	DF Notes
	\$ 41,228.00	\$ 34,635.00	\$ 190,770.00	\$ 167,428.00		\$ 434,061.00			Not all Strickland line items were included for bonding/assurance. See updated "DE approved Wintergreen Cost Estimate" as separate file, most recent update 11.16.22
	\$ 76,395.00					\$ 76,395.00			Beth on and off site paving supports p at. Bond required.
						\$ 3,000.00			Curb/Gutter and sidewalks are supporting infrastructure for plat, bond required
	\$ 30,000.00					\$ 30,000.00			Curb/Gutter and sidewalks are supporting infrastructure for plat, bond required (includes pedestrian connection to SR305/HS Road)
									Not required to be bonded.
									Required per PCD/Applicant agreement to include with PAV bonding.
	\$ 147,623.00	\$ 34,635.00	\$ 190,770.00	\$ 170,428.00		\$ 563,456.00			Submittal Phase I Bond Requirement (125% of approved cost)
						\$ 704,320.00			Warranty bill of sale and maintenance/warranty bond not accepted

SEE UPDATED COST ESTIMATE NO APPROVED 11.23.22 - THIS PAGE NO LONGER VALID

PHASE II NOT BEING CONSIDERED AT THIS TIME, INCLUDED FOR REFERENCE ONLY

APPROVED
CITY OF BAINBRIDGE ISLAND
DEVELOPMENT ENGINEER
Paul Nyland, P.E.
11/16/2022
SIGNATURE DATE



APPROVED
 CITY OF BAINBRIDGE ISLAND
 DEVELOPMENT ENGINEER
 Paul Nylund, P.E. 11/16/2022
 SIGNATURE DATE

P.O Box 10
 Buckley, WA 98321
stricklandandsons@live.com
 Phone 360-829-6577
 Fax 360-829-6428

REVISED ESTIMATE TO REMOVE
 ITEMS NOT SPECIFICALLY
 RESPONSIVE TO FINAL
 SUBDIVISION APPROVAL FOR
 PHASE I (EAST LOT)
 11.16.22 UPDATED TO REFLECT
 CHANGE TO WATER MAIN
 (NFPA 13D FIRE SUPPRESSION
 SYSTEM). HIGHLIGHTS BELOW
 INDICATE ACCEPTED CHANGES

March 11, 2022
 Central Highlands
 Mr. Nicholas Smith
 Wintergreen Townhomes, Phase One

Strickland & Sons Excavation will furnish all labor, materials, and equipment as listed.

Estimates based on civil plans dated February 21, 2022. **Note: All pipe bedding is recycled crush concrete.**

Mobilization	\$ 30,000.00	N/A FOR FSUB
TESC Work per civil sheet C1.2.	\$ 6,688.00	SSWM
Stripping Stripping of grass and upper 6" soils, stockpile of 640 cu yards for landscapers' use. No export anticipated.	\$ 7,964.00	N/A FOR FSUB
Rough Grade Cuts fills to balance site, and estimated export not to exceed 250 cu yards excess soils.	\$ 10,758.00	SSWM
Storm Storm work per civil sheets C3.9-3.10, C3.19-3.20, and native backfill. Note: Rain garden soils and plantings by others.	\$ 149,982.00	SSWM
Sewer Sewer work per civil sheets C3.4-3.5, C3.6, C3.12, and native backfill; also includes one day standard traffic control, saw-cut, asphalt demo/export, and crush rock backfill and cold patch for Wintergreen Lane trench.	\$ 190,770.00	Sewer
Water Water per civil sheets C3.4-3.6, and native backfill. Note: Watermain sized at 8" DI.	\$ 17,820.00 34,635	Water
Fire Lines Work per civil sheets C3.3-3.6, and native backfill.	\$ 73,695.00 DELETED	Water
Domestic Water Domestic water per civil sheets C3.4-3.6, and native backfill.	\$ 87,389.00 78,983	N/A FOR FSUB

Dry Utilities-Unit Pricing

Work would include trenching, bedding sand, and native backfill(conduit supply/install by others), at \$19.00/l.f.; digout, placement, and native backfill of light bases would be at \$350.00 each(bases supplied by others).

Buildings(5)

Work includes dig-out, backfill, slab grade, 4" capillary break, and footing drains.

\$ 51,264.00~

N/A FOR FSUB

Subgrade

Subgrade work to include subgrading for asphalt (adder for 6" CSBC would be \$3,256.00), subgrading for asphalt parking (adder for 6" CSBC would be \$10,138.00), subgrading with 6" CSBC and Tensar geogrid for Wintergreen Lane asphalt repairs, subgrading for concrete walks (no rock shown), and subgrading for curbing, curb/gutters, and landscaping.

\$ 41,228.00

Streets

Frontage Improvements

None Shown. No Bid.

Dewatering-Daily Rate

Rate is \$275.00/day, and would include two 2" pumps discharging to nearest sewer manhole (power supply at turbidity testing by others).

Street Sweeping-Per Occurrence

\$550.00 per occurrence.

602,272

(Washington state sales tax not included) Total:

\$ ~~667,558.00~~

Unit Prices:

1. Any imports or exports that may become necessary, above those included in the bid, will be billed at the listed prices below.

- A. Common Borrow at \$22.00/ton. Equipment and labor at T&M rates.
- B. Added dry export at \$17.00 per trucked yard. Equipment and labor at T&M rates.

Notes: Strickland & Sons Excavation is a level "U" underground fire installer.

Stipulations:

Strickland and Sons Excavation is not responsible for material that does not compact under normal conditions. We are also not responsible for moisture content in native material for compaction.

- Strickland and Sons bid this project on a truck and trailer basis.
- Strickland and Sons Excavation bid this project with unencumbered truck and trailer for loading and dumping of imported material.
- All backfill material shall be used from site, unless directed otherwise, at additional cost.
- All MEP trenching, bedding, and backfill at T&M rates.
- These prices are effective for 30 days.
- Any and all items not clearly listed within this estimate are considered excluded.

Strickland and Sons not responsible for material supplier delays. In the event this estimate is accepted, this estimate shall be incorporated as an integral part of any contract, and shall be an Exhibit to the contract. In the event of any ambiguity in the contract, this estimate shall take precedence.

Any wet export will be billed at an additional \$8.00 per cubic yard to the export unit prices listed above. Strickland and Sons not responsible for errors on topography sheets, and any other errors on civil, architectural, and structural plans provided by others.

This contract specifically excludes the following (unless noted above):

Surveying, lay-out, Engineering, Engineering fee, Bonds, Tolls, Soil testing, and permits. Dewatering, Hazardous materials and site garbage, asphalt w/ fabric and concrete with rebar found during demolition operations, Asphalt striping, landscaping and irrigation system, Storm water management, Street sweeping, Perimeter chain link fencing, Grading, sub-grading and asphalt grinding, Asphalt, concrete or crush rock, Relocation of any power poles or utilities, Select material for backfilling, Wet or dry utility, Trenches above the pipe bedding zone. Bid is based on reusing existing material, Night-time or weekend work, Winter erosion control measures (October 1st to May 15th), Private locate services, Any overtime work, Traffic control and traffic control plan, Stock-pile of materials off-site, Final raising of castings in pavement, CDF backfill, Over-excavation Wall coring or sleeves, Select material, unless otherwise noted, Retaining walls or backfill for retaining walls, Wet soils export add \$8.00 per cubic yard, Footing demolition, Pumps or water treatment tanks, Treatment of native soil, Tending spoils, As-built, Rock excavation, Haul or access roads, Under slab drains and structures, Cleaning of catch basins and pipes following project completion, Uniformed police officers, Landscape restoration, Crew down time due to utility conflicts within existing R/W's, Drilling, boring and any work associated with such, Abstractions in the way of civil work (i.e. playground/sports equipment, walls, trees, etc.), Plastic covering, Potholing/locating existing utilities. All work beyond Strickland and Sons bid proposal.

If you have any questions, please contact our office.

Sincerely,

Bradley Brown, Project Estimator

Estimate expires in 30 days-Project estimate open for review before signing of contract.

Strickland and Sons Excavations LLC

Company

PO Box 10

Address

Buckley, WA 98321

Address

Signature

Print

Title

Customer

Address

Address

Signature

Print

Title



Olympic Peninsula Division
 lakesideindustries.com
 P.O. Box 728 / Port Angeles, WA 98362
 ph: 360.452.7803 / fax: 360.457.7932
 Washington Contractor License No. LAKESI*274JD
 Oregon Contractor License No. CCB 108542
 Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

To: Central Highlands, Inc	Contact:
Address: P.O. Box 2879 Poulsbo, WA 98370	Phone:
	Fax:
Project Name: Wintergreen Townhomes	Bid Number:
Project Location: Polly's Lane, Bainbridge Island, WA	Bid Date: 8/25/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2	Off-Site: Furnish, Place And Compact 3" Of HMA Asphalt.	92.00	TON	\$215.00	\$19,780.00
3	On-Site: Furnish, Place And Compact 3" Of HMA Asphalt.	335.00	TON	\$169.00	\$56,615.00

Total Bid Price: \$76,395.00

Streets

Notes:

- Price Based on 1 Mobilizations. Additional Mobilizations are \$4,500.00 Each.
- Price Excludes: Layout, Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Traffic Control; Premium Pay for Night, Holiday, or Weekend Work; Herbicide; Prime Coat; Rock or Grading; Insurance Premium over Standard Insurance; Base Repair; Temp Ramp Placement/Removal; Grinding; MTD/V; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat; Striping and Sweeping.
- Subgrades must be firm and unyielding.
- Performance Bond not included in bid price. If required please add 1% to total cost of bid.
- Bid based on approved contract; This proposal & Lakeside Provisions to be a part of all contract documents.
- Lakeside Industries is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
- Price based on current petroleum cost. Price escalation to be linked to the WSDOT/ODOT asphalt binder index.
- Lakeside Industries Inc. proposed prices herein assume that Lakeside Industries Inc.'s work hereunder will be substantially complete on or before:12/31/2022.
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, LAKESIDE INDUSTRIES' proposal shall be null and void.
- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO LAKESIDE INDUSTRIES INC. WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF LAKESIDE INDUSTRIES INC. NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.
- Approximate Total (Plus sales tax where applicable) Total price to ss otherwise specified.
- Working Hours to be Monday through Friday 7:00am - 6:00pm.

APPROVED
 CITY OF BAINBRIDGE ISLAND
 DEVELOPMENT ENGINEER

 Paul Nylund, P.E. 10/26/2022
 SIGNATURE DATE

REVISED ESTIMATE TO REMOVE
 ITEMS NOT SPECIFICALLY
 RESPONSIVE TO FINAL
 SUBDIVISION APPROVAL FOR
 PHASE I (EAST LOT). BOTH
 PAVING LINE ITEMS STILL
 INCLUDED.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Lakeside Industries - Olympic Peninsula Division Authorized Signature: _____ Estimator: Craig Vig (360) 437-4060 Craig.Vig@lakesideindustries.com
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General Provisions

1. DEFINITIONS. As used herein, (i) "Contractor" shall mean Lakeside Industries, Inc. or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions and/or materials and/or services provided to Contracting Party by Contractor.

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. COST ESCALATION FOR ASPHALT. Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices exceed such posted prices, the Contract Price shall be equitably adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. CREDIT VERIFICATION. This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal (without any legal recourse by Contracting Party) should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate. Contractor shall have the continuing right to approve of Contracting Party's credit and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. If Contracting Party is either unable or unwilling to give the payment, security or guarantee demanded, Contractor may terminate this Agreement, refuse to deliver any goods and/or perform work and Contracting Party shall become liable to Contractor for all unpaid costs.

5. TERMS OF PAYMENT. Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law, with such changes occurring from the first date the invoice became due until the date payment is ultimately received by Contractor.

6. ELECTRONIC PAYMENTS. Upon execution of the Agreement, Contractor may elect to be paid by electronic payment methods and shall provide Owner with written payment instructions and all necessary forms required by Owner to make payments to Contractor by electronic payment transfer (the "Payment Information"). Contractor shall submit the initial Payment Information to Owner by certified mail or by hand delivery only and Owner will provide written acknowledgement of the receipt of the same. Thereafter, if Owner receives any request to change such Payment Information (regardless of whether the request is made in person, telephonically, or in writing of any kind), Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation by a telephone call initiated by the Owner to Contractor, followed by written confirmation, from Contractor's Chief Financial Officer or Controller (one or both shall be designated by the original payment instructions). Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement, and any payment amounts that are misdirected by Owner continue to be due to Contractor in accordance with the terms of this Agreement and without delay. Owner shall be solely responsible for pursuing any insurance recovery or other legal remedy for the loss; however, Contractor shall cooperate to the extent necessary to provide relevant information regarding the loss to Owner or insurers or legal authorities.

7. SCHEDULE. This Agreement is subject to Contractor's review and approval of Contracting Party's schedule. Contracting Party shall coordinate other contractors' and subcontractors' work to prevent any delay or interference with Contractor's work.

8. CHANGES. Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order and mutually agreed to and signed by Contracting Party and Contractor.

9. PROPERTY LINES. Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that Contracting Party, prior to commencement of work hereunder, shall place stakes clearly identifying such property lines.

10. PERMITS. Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

11. DELAYS. (a) Events beyond the Control of the Contractor / Force Majeure: For delays not caused by any fault of the Contractor, its Subcontractors, their agents and assigns, the Contract Time to achieve Substantial Completion may be extended by a change order issued within twenty-one (21) days of the event in causing delay and accordance with the notice requirements for claims. In such event, the Contract Time may be extended for reasonable time, but in no case less than a day for a day extension of the Critical Path at the time of the event, as well as additional reasonable time due to remobilization, documented inefficiency, supply chain and materials delays, or other time related impacts. Events beyond the reasonable control of Contractor that adversely affects Contractor's obligations include but are not limited to, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, acts of God, weather, natural disasters, epidemics, quarantine restrictions, acts of state or federal government that result in actual limitations to the progress of the Work, also including but not limited to incidence of disease or other illness that reaches outbreak, epidemic, endemic, and/or pandemic proportions or otherwise affects the area in which the project is located and/or the Contractor's labor and/or supply chain, unusual delay in deliveries or other causes which may cause or justify delay. In the event of such delay or delays, the Contractor is entitled to compensation for all actual, direct costs incurred, demonstrable inefficiency or other realized impacts, plus reasonable overhead and fee on the direct costs that arise from or are relate to such delays.

(b) Contracting Party Caused Delays: If Contractor is delayed at any time in the commencement or progress of the Work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor or supplier employed by Contracting Party, or by changes ordered in the Work by Contracting Party, then the Contract Time shall be extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Such Delays shall be compensable to Contractor and such equitable adjustment of the Contract Price and Fee and shall be made by change order. Contractor reserves the right to terminate this Agreement in accordance with termination for convenience principals if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

(c) Suspension: Contractor may, at Contractor's election, terminate the Contract, subject to the notice below, if the Work is stopped or suspended for a period of thirty (30) consecutive calendar days, if such suspension is imposed through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work for the Contractor. The Contractor may also terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Contracting Party, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. If the conditions for suspension, delays, or interruptions of the Work pursuant to this section occur, the Contractor may, upon seven (7) days' notice to the Contracting Party, and provided such reason continues to exist at the close of business at the end of such seven (7) day period, terminate the Contract and recover payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

12. HAZARDOUS SUBSTANCES. Contracting Party agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

13. TERMINATION FOR CAUSE. Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) Contracting Party fails to timely pay Contractor pursuant to the terms herein; (b) Insolvency of Contracting Party or

Contractor; (c) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (d) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (e) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (f) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (g) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

14. INDEMNITY. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contracting Party shall indemnify, defend, and hold harmless Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

15. WARRANTIES. Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees, at Contractor's sole option, to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. EXCEPT AS OTHERWISE PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND NONE SHALL BE IMPLIED BY LAW. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, vandalism or normal wear and tear under normal usage. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

16. TIME LIMITATION ON CLAIMS. Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained, and shall be barred, which is not commenced within such one-year period.

17. LIMITATION OF LIABILITY. Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising of Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal. Contractor shall not have any liability to Contracting Party for lost profits, consequential, special, indirect or incidental damages based upon a claim of any type or nature.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of horsetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

18. DISPUTE RESOLUTION/ATTORNEYS' FEES. Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to litigation, or at the sole choice of the Contractor, binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by the Contractor delivering a written demand for arbitration to the AAA, and a copy of such demand shall be delivered to the Contracting Party. Contracting Party and Contractor agree that the location of any such arbitration proceeding shall be at the Seattle, Washington AAA office. Any arbitration award by the arbitrator who shall be an attorney with significant construction law experience, shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court. In any such litigation, the proper venue and jurisdiction shall be the Superior Court of King County located in Seattle, Washington. In any litigation or arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and consultant costs, including on appeal.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. SEVERABILITY. In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

21. VOLUNTARY CONTRACT. Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

22. INSURANCE. Contractor shall maintain at all times during the course of this agreement, insurance covering claims from third parties due to bodily injury including death, and property damage resulting from Contractor's performance of operations under this agreement. The minimum amount of insurance to be maintained shall be \$1,000,000 each occurrence and aggregate (including completed operations) of general liability coverage.

Contractor reserves the right to review and approve the Insurance Programs, Insurance coverages, and insuring agreements prior to contract acceptance.

23. DIFFERING SITE CONDITION. To the extent the Contractor encounters subsurface or concealed conditions which differ materially from that actually known by Contractor or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Agreement, then the Contractor shall, within a reasonable time, give notice thereof to the Contracting Party. The Contracting Party shall promptly investigate such conditions. If the Contracting Party agrees that such conditions differ materially and cause an increase in cost or time, Contracting Party shall adjust the Contract time accordingly and compensate Contractor for the increase in the Cost of the Work.

24. FORCE MAJEURE. In addition to the terms set out in Paragraph 11, above, Contractor shall not be liable for any damages resulting from any delays or failure to perform arising from any cause not reasonably within Contractor's control; strikes; shortage of labor, transportation, raw materials or energy sources; fire; earthquake; flood; war; terrorist attack; or acts of God or any other cause referenced in Paragraph 11(b) of this Contract.

25. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, investigations, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington

NOTICE TO CUSTOMER(RCW 18.27.114)

Lakeside Industries, Inc. is registered with the State of Washington, Registration No. LAKESI*274JD, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against Lakeside Industries for breach of contract including negligent or improper work in the conduct of Lakeside Industries' business. The expiration date of Lakeside Industries' registration is July 31st.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by Lakeside Industries. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of Lakeside Industries, Inc. or its subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST LAKESIDE INDUSTRIES, INC. TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

Lakeside Industries, Inc. is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Contracting Party Name:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:20 PM) Consider Adopting Ordinance No. 2022-25 Relating to a Moratorium on the Development of New Inns in the Neighborhood Center Zoning District - Planning,

SUMMARY: The City Council will consider adopting a moratorium on the acceptance and processing of certain applications related to the development of new inns in the Neighborhood Center zoning district.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to adopt Ordinance No. 2022-25 related to imposing a moratorium on the acceptance and processing of certain applications regarding the development of new inns in the Neighborhood Center zoning district.

COMMUNITY ENGAGEMENT AND OUTREACH: None to date

FISCAL IMPACT:

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

BACKGROUND: The City Council has expressed concerns about the manner in which the City is interpreting and implementing some of the City's regulations regarding inns. An "inn" is defined in BIMC 18.36.030, in relevant part, as "a building or group of buildings containing up to 15 guest rooms, where, for compensation, lodging is provided for transient visitors. ... A[a]n inn is not a hotel, motel or bed and breakfast lodging as defined and regulated elsewhere in this title."

The particular concern at issue relates to situations in which a common owner and/or operator may own or operate more than one inn on abutting properties, or properties that are in near proximity, and thereby create a situation in which although each inn may contain 15 or fewer guest rooms on a particular lot or parcel, a "group of buildings" is created on those lots or parcels in near proximity that exceeds the limit of 15 guest rooms. Such a use functionally creates a combination of lots or parcels that could operate as a hotel rather than as individual inns, and the impacts from the combined use exceed what is intended by the City's regulations. Hotels are not a permitted use in the Neighborhood Center zoning district.

Based on these and related concerns, the City Council requires additional time to review the regulations and policies at issue to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction. A moratorium will provide the time the Council needs to study this issue with input from the community. Because there is a work plan, City staff will be able to identify practicable options to address the most appropriate ways to regulate permit applications for inns in Neighborhood Centers.

ATTACHMENTS:

[Ordinance No. 2022-25 Adopting a Moratorium on New Inns in Neighborhood Centers 12.13.2022.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2022-25

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; imposing a moratorium on the acceptance and processing of certain applications for inns in the Neighborhood Center zoning district; setting forth findings of fact in support of this moratorium; declaring an emergency and establishing an immediate effective date; imposing the moratorium; stating the effect on vested rights; providing for exclusions; setting the duration; recognizing that a public hearing will be held within 60 days; providing for a work plan; providing for the moratorium to control if there are conflicts with City code; authorizing interpretative authority; and providing for severability.

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 moratoria 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, Policy 9.81.6 of the Land Use Element of the City’s Comprehensive Plan states that Neighborhood Centers achieve a mix of neighborhood-scale businesses, public uses, and housing which are compatible with the scale and intensity of the surrounding residential neighborhood, and which minimizes the impact of noise, odor, lighting, fire safety, and transportation on the neighborhood; and

WHEREAS, in accordance with the City of Bainbridge Island Municipal Code (“BIMC”), “inns” are defined in BIMC 18.36.030, in relevant part, as “a building or group of buildings containing up to 15 guest rooms, where, for compensation, lodging is provided for transient visitors. ... An inn is not a hotel, motel or bed and breakfast lodging as defined and regulated elsewhere in this title;” and

WHEREAS, the City Council is concerned about the manner in which the City is interpreting and implementing some of the City’s regulations regarding inns, particularly in situations in which a common owner and/or operator may own or operate more than one inn on abutting properties, or properties that are in near proximity, and thereby create a situation in which although each inn may contain 15 or fewer guest rooms on a particular lot or parcel, a “group of buildings” is created on those lots or parcels in near proximity that exceeds the limit of 15 guest rooms, and such a use functionally creates a combination of lots or parcels that could operate as a hotel rather than as individual inns, and the impacts from the combined use exceed what is intended by the City’s regulations; and

WHEREAS, the City Council has significant concerns specifically regarding such a use of property in the Neighborhood Center zoning district because hotels are not a permitted use in Neighborhood Centers; and

WHEREAS, based on these and related concerns, the City Council requires additional time to review the regulations and policies at issue to ensure that the vision and goals of the City’s regulations and Comprehensive Plan are being met to the Council’s satisfaction; and

WHEREAS, the City Council intends to study this issue with input from the community concerning the most appropriate ways to regulate permit applications for inns in Neighborhood Centers; and

WHEREAS, an emergency exists necessitating adoption of a moratorium concerning the acceptance and processing of new applications for inns that have not received site plan review and approval within Neighborhood Centers; and

WHEREAS, the City possesses land use jurisdiction and regulatory authority over the City’s incorporated lands; and

WHEREAS, a moratorium enacted under RCW 35A.63.220 and RCW 36.70A.390 will provide the City Council with additional time to review the City’s land use regulations and Comprehensive Plan related to this issue and, if necessary, adopt amendments accordingly; and

WHEREAS, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare. A public emergency exists requiring that the City’s moratorium become effective immediately upon adoption.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the moratorium established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 7 below.

Section 2. Declaration of Emergency; Effective Date. The City Council hereby declares that a moratorium is imposed through this ordinance as an emergency measure. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “Whereas” clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. In addition, as relates to further explanation, this moratorium is being imposed to temporarily prevent the acceptance and processing of development permits related to inns in the Neighborhood Center zoning district that present the potential to allow development that

could operate cumulatively to result in high-intensity commercial lodging that is incompatible with the intent of the City's zoning regulations and of the goals and policies of the City's Comprehensive Plan. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

Section 3. Moratorium Imposed. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under Section 4 and Section 5 of this ordinance, the City hereby imposes a temporary moratorium, as described in this Section 3, for those properties requesting the following ("Permit Applications"):

All building permit applications or land use applications related to inns located, or proposed to be located, in the Neighborhood Center zoning district. The applications at issue include, but are not limited to, initial site plan review applications and pre-application consultations.

Section 4. Effect on Vested Rights. The moratorium imposed under Section 3 of this ordinance shall apply prospectively only and shall operate to prevent acceptance of Permit Applications submitted after the effective date of this ordinance. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete and applicable Permit Application before the effective date of this ordinance.

Section 5. Exclusions. The moratorium imposed under Section 3 of this ordinance shall not apply to permits related to inns that have received site plan review approval prior to the effective date of this ordinance. Additionally, the moratorium shall not apply to permits required for upkeep, repair, or maintenance of inns in existence as of the effective date of this ordinance, or to work mandated by the City to maintain public health or safety.

Section 6. Duration of Moratorium. Because a work plan is included in this moratorium ordinance in Section 8 below, this moratorium shall be in effect for one year based on the effective date of this ordinance (see Section 2 above), unless the moratorium is otherwise extended or terminated by the City Council pursuant to RCW 35A.63.220 and RCW 36.70A.390.

Section 7. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact.

Section 8. Work Plan. During the moratorium period, City staff will complete the following work plan: (1) Study the issues concerning the regulation of inns in the Neighborhood Center zoning district; (2) prepare a draft ordinance with appropriate

revisions to the City’s zoning and land use regulations and, if necessary, the City’s Comprehensive Plan; (3) perform SEPA review of the draft ordinance; and (4) conduct a public review process for such revisions, which will include public hearings before the City’s Planning Commission and City Council, as applicable.

Section 9. Conflict with Other Provisions of City Code. If the provisions of this moratorium are found to be inconsistent or in conflict with other provisions of the Bainbridge Island Municipal Code, the provisions of this moratorium ordinance shall control.

Section 10. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 11. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

PASSED by the City Council this ___ day of December, 2022.

APPROVED by the Mayor this ___ day of December, 2022.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: December 9, 2022
PASSED BY THE CITY COUNCIL:
PUBLISHED: _____, 2022
EFFECTIVE DATE:
ORDINANCE NUMBER: 2022-25



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:30 PM) Consider Request from Helpline House for \$80,000 from the Housing Trust Fund for Rent and Mortgage Assistance- Executive,

SUMMARY: Helpline House, a local non-profit social services agency, has requested \$80,000 from the Housing Trust Fund to provide supplemental funding for their rent and mortgage assistance program. On November 8, 2022, the City Council approved a transfer of \$100,000 from the Affordable Housing Fund to the Housing Trust Fund, a special revenue subfund. There is currently no other request for expenditures from the Housing Trust Fund, and there has been no call for proposals. If directed, an appropriate services agreement will be prepared and executed.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to direct and to authorize the City Manager to effectuate and fully execute an agreement with Helpline House to provide \$80,000 from the Housing Trust Fund to support rent and mortgage assistance to Bainbridge Island community members.

COMMUNITY ENGAGEMENT AND OUTREACH: The grant agreement will contain requirements that Helpline House provide public notification of the rental and mortgage assistance

FISCAL IMPACT:

Amount:	\$80,000
Ongoing Cost:	
One-Time Cost:	\$80,000 from Housing Trust Fund
Included in Current Budget?	No

BACKGROUND: Helpline House, a local non-profit social services agency, has requested \$80,000 from the Housing Trust Fund to supplement their existing rent and mortgage assistance program. On November 8, 2022, the City Council approved a transfer of \$100,000 from the Affordable Housing Fund to the Housing Trust Fund.

Helpline House provides a variety of social services to the Bainbridge Island community. Services range from a food bank to mental health support. Rental Assistance is an ongoing program of Helpline House.

Previously, the City provided support in the amounts of \$44,110 in 2019 and \$115,890 in 2020 to fund Helpline House's mortgage and rental assistance program. There is no other request for expenditures from the Housing Trust Fund. It is noted that there is no formal process to solicit requests for proposal from the Housing Trust Fund and there has been no call for proposals.

If directed, staff will prepare an agreement, which will contain the usual and customary conditions and requirements of verification of financial need and performance criteria and assurance of non-discrimination and financial oversight.

ATTACHMENTS:

[Helpline House \(Affordable Housing\) - 11.10.22](#)

FISCAL DETAILS: The Housing Trust Fund is a special revenue subfund of the Affordable Housing Fund. On November 8, 2022, the City Council directed one hundred thousand dollars (\$100,000) be transferred from the Affordable Housing Fund to the Housing Trust Fund. The City Attorney has concluded that the transfer to the Housing Trust Fund is consistent with the Bainbridge Island Municipal Code, which establishes the purpose for the Housing Trust Fund.

This is a one-time request for support. There is currently \$100,000 of available 2022 appropriation authority in the Affordable Housing Fund that can be carried over into 2023 to pay for this request.

Fund Name(s):

Coding:



November 10, 2022

Mayor Joe Deets
Bainbridge Island City Council
280 Madison Avenue North Bainbridge Island, WA 98110

Mayor Deets and Members of the City Council,

The City's commitment to addressing problems related to affordable housing on Bainbridge Island is laudable. No one more understands and appreciates the impact of the City's efforts better than those of us at Helpline House. As you know, Helpline expends significant financial and human resources in its own efforts to assist this low income segment of the Island's population. Unfortunately, the need this year has far exceeded our expectations. To date, Helpline has spent almost \$300,000 in rent and mortgage assistance, more than \$100,000 over the amount budgeted by Helpline for the first ten months of this year, which without the overspend was a quite significant budget amount. For the last month alone, those costs exceeded \$20,000 and we do not expect that the need for the last two months of the year will diminish. In the face of the continuing need for assistance, Helpline is left with the unenviable decision to cut back on the services it is able to offer to those whom social workers have assessed as having legitimate financial need. Helpline asks the City for its help in serving this disadvantaged component of the Bainbridge Island community.

In 2019, 2020, 2021 and YTD 2022, we spent \$72,961, \$160,019, \$180,901, \$283,957 (10 months). Helpline House continues to respond to the needs of our Island as rents rise, cost of living increases dramatically, and inflation has sent prices rocketing. The population Helpline House serves with this assistance is the essence of Bainbridge Island. To lose these residents would be to lose teachers, service workers from long time Island retail stores like Ace Hardware, staff from Island treasures like Islandwood, small business owners, and our neighbors in crisis due to unexpected life events like prolonged cancer treatments.

The City Housing Trust Fund is intended to provide, among other things, "financial assistance to public and private nonprofit organizations supporting housing activities consistent with City policy." Helpline's rental and mortgage assistance program is fully consistent with the City's affordable housing efforts. While its current need for assistance may be relatively modest compared to the scale of the City's affordable housing initiatives, Helpline's need is great and immediate. Helpline House asks the City for \$80,000, from the Affordable Housing Fund and/or the Housing Trust Fund, to help offset some of the expense that Helpline has incurred and will continue to incur in providing rent and mortgage assistance to community members in need. Even with that amount, Helpline's costs will still exceed the amount it budgeted for the year.

Please let me know if you or members of the City's staff have any questions about Helpline's request or the programs that your assistance will serve.

Very truly yours,

Maria Metzler, Executive Director

Barbara Deines, Helpline House Board President

282 Knechtel Way Northeast | Bainbridge Island WA 98110 | (206) 842.7621 | HelplineHouse.org



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:40 PM) Endorse the Use of Monetary Citations as the Primary Parking Enforcement Strategy - Executive,

SUMMARY: In 2017, the City of Bainbridge Island began to issue warnings or otherwise issue "forgiveness tickets" as the primary tool for parking enforcement. Based upon a review of records, it appears this action was taken without the explicit concurrence of the City Council. After the time of the COVID pandemic, observed parking violations have increased significantly -- 48 percent from 2021 to 2022. The City is currently planning for new electric vehicle charging stations to be installed, which will heighten the need for compliance with parking regulations. Electric vehicle charging stations must be reserved to serve the purpose for which they are intended.

The City Council is asked to concur with the return to the pre-2017 use of monetary citations as the primary tool for parking enforcement versus a warning or forgiveness program.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to endorse the use of monetary citations as the primary strategy for parking enforcement versus warnings or "forgiveness tickets."

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Based upon a program used by the City of Missoula, Montana, in 2017, the City of Bainbridge Island begin to issue warnings as the primary method of parking enforcement. Notifications were issued with the words, "Your ticket has been forgiven." Although the notification said that this forgiveness was one-time, the limited ability to track offenders led to multiple instances of forgiveness tickets for the same individuals. In the years since 2017, forgiving parking violations has become standard for Bainbridge Island. Eventually, "forgiveness tickets" evolved into the "Friendly Parking Advisory" warning that is predominantly issued today for violations on the Island. (See attached.) It is now unusual for a monetary fine to be issued for a parking infraction.

Bainbridge Island employs a Parking Enforcement Officer, who is a staff member in the Police Department. Based upon documentation of parking violations, an increase of violations has occurred post Pandemic, with 48 percent more infractions from calendar year 2021 to calendar year 2022. Warnings have become ineffective as a parking enforcement tool.

In 2023, new Electric Vehicle charging stations will be constructed at City Hall and other public locations. A non-scientific observation of the electric vehicle charging station on Winslow Way seems to indicate that non-electric vehicles are often parked in parking stalls intended exclusively for electric vehicles while charging.

In order to achieve the purposes of limited time parking, and to reserve specific parking stalls for their stated purposes (e.g., electric vehicles, loading, and handicapped parking), the City Council is asked to endorse monetary citations consistent with the citation amounts established in Bainbridge Island Municipal Code ("BIMC") Chapter 10.08. It is noted that warnings may still be issued at the discretion of the Police Department, however, it will not be relied upon as the primary strategy.

Pursuant to Chapter 10.08 BIMC, all parking violations are \$50 except for:

BIMC 10.08.050 Disabled parking = \$250 + \$200 Per State Code (RCW 46.19.050) for a total of \$450.

BIMC 10.08.070 Restricted carpool parking = \$50 for the first violation, and \$100 for the second and all subsequent violations.

BIMC 10.08.155 Parking within fire lane prohibited = \$100.00 for each violation, and the vehicle may be towed and impounded at the owner's expense.

State law establishes the penalty for electric vehicle parking violations (RCW 46.08.185) = \$124.

ATTACHMENTS:

[Parking Infraction Forgiveness & Waivers](#)

FISCAL DETAILS: Parking citation revenue is retained by the City. However, parking citations are not issued with the intention of generating revenue and are not relied upon as a revenue source. From 2008 to 2012, average parking fine revenue equaled \$86,000 annually. For the past five years (2018-2022) parking fine revenue averaged \$9,000 per year.

Fund Name(s):

Coding:

Your ticket has been forgiven!

Your vehicle is in violation of our timed-parking limit of ____ hours at this location. This is a one-time forgiveness warning with a zero fine amount. There is no need to take action on your part, but be aware that any future violation will incur a fifty dollar fine.

THANK YOU FOR VISITING DOWNTOWN WINSLOW!

Bainbridge Island Police Department
Parking Enforcement



_____ @ _____
DATE

LICENSE #

**** A FRIENDLY PARKING ADVISORY **** Chalked at _____

This note is to notify you that this vehicle would have received a parking citation for the way it is parked:

- Wrong-way parking-park with the flow of traffic so not facing oncoming traffic when reentering the roadway.
- No Parking Zone- this space or side of the street is designated No Parking
- No parking within 5 feet of a driveway. Drivers need to be able to clearly see both ways when they exit.
- No parking within 15 feet of a fire hydrant.
- No parking over the white line or onto the roadway. This impedes the flow of traffic.
- Designated spaces restrict the kind of vehicles allowed to park here. This is indicated by the signage:
 - Downtown Parking Permits are NOT VALID except in 'Permit Parking Only' spaces of this gravel lot.
 - Disabled Vehicles Only – must display a placard or plate to use this space.
 - NO PARKING for any vehicle other than boat-trailers on Saturday, Sunday and holidays (RED sign).
 - City Staff Vehicles only - A city staff parking tag is required to park in this space.
 - Electric vehicle charging space – only for an electric vehicle actually charging.
- Other _____ hour parking only.

A repeat of this offense could constitute a fine of: \$ _____

PEO Initials: _____

Thank you for your help!
Your Friendly Bainbridge Island Parking Enforcement Officer
206-780-4664 or 206-842-5211

updated 2-2019
F:\Forms\Parking Advisory 081411



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:55 PM) Discuss Changes to Charge and Composition of the Climate Change Advisory Committee to Encompass Implementation of the Sustainable Transportation Plan - Executive,

SUMMARY: The City Council adopted the Sustainable Transportation Plan (STP) on March 22, 2022. The justification for the development and adoption of the STP is to address the climate emergency and develop a transportation system that will result in shifting trips from driving, especially from driving alone, to walking and rolling, biking, and transit to reduce carbon and greenhouse gas emissions. On September 13, 2022, the City Council voted to instruct the City Manager to bring a discussion forward for creating a Transportation Commission.

After review, staff suggests that, due to the goals and mission of the STP, this work falls within the scope of the existing Climate Change Advisory Committee (CCAC). With the addition of two new members with expertise in sustainable transportation and low carbon mobility programming, the CCAC will be well-positioned to take on this work. This approach will support the twin priorities of implementing the Sustainable Transportation Plan and the Climate Action Plan.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to direct the City Manager to take the steps necessary to increase the size and composition of the Climate Change Advisory Committee from nine (9) to 11 members, specifically to include sustainable transportation expertise among its members, and over time evolve to a minimum of five (5) members with various elements of sustainable transportation expertise.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: After an extensive public process, Council approved the Sustainable Transportation Plan (STP) in March 2022. The STP includes the following goals:

- Climate action and resilience
- Natural systems and rural character

- Safety and comfort
- Equity and accessibility
- Connected and convenient
- Implementation and funding

The STP establishes a new vision for mobility on Bainbridge Island to reduce carbon emissions and improve safety and mobility for all, with a focus on complete and connected networks that enhance the Island's natural systems. The STP advances the climate action goals established in the 2020 Climate Action Plan with a focus on building out sustainable transportation modes that are safe, accessible, and connected in an effort to reduce carbon emissions 90% by 2045.

Looking at the goals and vision of the STP, which was developed around the priority goal "address the climate crisis to create a more resilient Bainbridge Island," it is important to provide a mechanism for implementation of the STP with community input and expertise focused on reducing carbon emissions. Because the STP was an action identified in the City's Climate Action Plan (CAP), and there's an existing committee – the Climate Change Advisory Committee (CCAC) – providing input on implementation of the CAP, staff suggests that the CCAC be expanded to allow for additional input related to sustainable transportation.

Specifically, staff proposes to increase the number of members on the Climate Change Advisory Committee from nine (9) to 11. The CCAC is currently comprised of up to nine community members who are regarded as qualified scientific experts pursuant to WAC 365-195-905(4) in order to fulfill the purposes described in Bainbridge Island Municipal Code Chapter 2.37. Committee members may 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.

Since its inception, the CCAC has provided leadership in developing a CAP, which was approved by City Council in November 2020. The CAP includes one chapter dedicated to transportation, which is responsible for approximately 34% of community GHG emissions, and another chapter related to community engagement. There is also overlap in the CAP and the STP in that both plans include a number of different approaches to tackle very large problems that rely on the community to change its habits, climate change and sustainable transportation, respectively. In the case of the STP, investments are planned to include Walking, Rolling and Biking Projects, along with Transit and Mobility Projects, and non-Infrastructure Projects. A broad range of advocacy and desired behavior change, coupled with technical expertise, program design and analysis, is shared across implementing both the CAP and STP.

The existing committee is comprised of climate science experts, some of whom have experience and expertise in transportation issues and have participated in City conversations regarding sustainable transportation and related carbon emissions. Additional members with expertise in sustainable transportation can bolster the committee's ability to support staff implementation of the STP. Staff anticipates that a subgroup within the CCAC may be formed to specifically address implementation of the STP, perhaps including members from other advisory committees, as appropriate.

Next steps to increase the membership of the CCAC and update its enabling code language would be:

- Staff draft legislation to update the CCAC mission and composition numbers.
- Council consideration of draft legislation
- With Council approval, update the Bainbridge Island Municipal Code
- Recruit, select and appoint new members
- Council review of CCAC work plan, including STP and CAP implementation actions

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:10 PM) Consider Work Plan for Environmental Technical Advisory Committee - Environmental Technical Advisory Committee and Executive,

SUMMARY: One of the City's eight standing advisory committees is the Environmental Technical Advisory Committee (ETAC), comprised of up to nine community members. In May of 2022, ETAC approved a proposed work plan, which includes seven (7) items. Five of the items proposed are within the scope of currently approved ETAC work. Two of the items represent an expansion of the ETAC scope, as currently drafted. The expanded scope of work encroaches into the charge of the Utility Advisory Committee (UAC). The UAC's charge is contained in BIMC 2.33.040. To avoid the potential conflict between two City Council appointed advisory committees, it is recommended that the ETAC work plan adhere to the committee's charter in BIMC 2.36.030 and prior Council direction.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to approve the Environmental Technical Advisory Committee work plan with an update to Item 4 related to stormwater and the removal of Item 5 related to tertiary wastewater treatment.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: One of the City's eight standing advisory committees is the Environmental Technical Advisory Committee (ETAC), comprised of up to nine community members with expertise in wildlife management, fisheries management, geology, wetlands management, hydrology, forestry and aquatic or terrestrial ecology. The charge for ETAC is contained in BIMC 2.36.030. ETAC provides valuable technical recommendations on habitat management plans and environmental management standards for the Shoreline Master Program and critical areas to the City Manager and Planning Department. This committee receives administrative and policy support from staff in the Planning and Community Development Department.

In May of 2022, ETAC approved a proposed work plan, which includes seven (7) items, as shown below. Five of the items proposed are within the scope of currently approved ETAC work, and work on these tasks is supported by staff. Two of the items represent an expansion of the ETAC scope into new topic areas that encroach into the charge of the Utility Advisory Committee (UAC). The charge of the UAC is found in BIMC 2.33.040. Overlap between two City Council appointed committees creates the potential for conflict.

ETAC proposed items workplan:

1. Groundwater Management Plan Process (previously-approved subcommittee is within scope)
2. Review Habitat Management Plans (within scope)
3. Review Shoreline Master Program (within scope). It is noted that the Planning and Community Development Department Director has presented the approach to the City's update of the Shoreline Management Plan, which includes ETAC as one of a number of process stakeholders.
4. Provide information on stormwater management and treatment (if requested by the Council.) (Staff recommends that this work item be amended to be specific to the language in the 2022 Stormwater Management Program Plan, last updated March 21, 2022 (see page 5 of the report.) This Plan document includes the following sentence: "The City's Utility Advisory Committee and Environmental Technical Advisory Committee and the general public are being made aware of the Stormwater Planning program and are invited to participate." ETAC will be one of the groups which participates in the Stormwater Planning program. The language as drafted in the work plan would be expanded scope for ETAC and encroaches into the Utility Advisory Committee - BIMC 2.33.040)
4. suggested amendment: Participate as one of the stakeholder groups in the Stormwater Planning program.
5. Provide information on tertiary wastewater management and treatment (if requested by the Council.) (New scope for ETAC and encroaches into the Utility Advisory Committee - BIMC 2.33.040)
6. Review Suzuki plans (if requested by the Council.) (previously-approved. Not currently active.)
7. Provide technical environmental support for any projects as requested by the Council. (within scope. Projects assigned will determine staff impacts).

Both committees are included in the Bainbridge Island Municipal Code. The sections which describe and establish their scopes of work are provided below for reference.

BIMC 2.36 Environmental Technical Advisory Committee

2.36.030 Duties and responsibilities.

The committee is established for the following purposes.

- A. Serve as a technical advisory committee to the city council, city manager and planning department staff on environmental management issues; and
- B. Provide technical recommendations on habitat management plans pursuant to BIMC 16.20.060 as needed to support staff in their review of these plans when technical issues and questions arise; and
- C. Provide technical recommendations on environmental management standards for the city of Bainbridge Island Shoreline Management Master Program and Chapter 16.20 BIMC, Critical Areas; and

D. Conduct all items related to Chapter 16.20 BIMC, Critical Areas, consistent with the best available science sections (WAC 365-195-900 through 365-195-925) of the procedural criteria of the Growth Management Act; and

E. Conduct all items related to the shoreline management master program consistent with the scientific and technical standards section (WAC 173-26-201(2)(a)) of the procedural criteria of the Shoreline Management Act; and

F. Report annually to the city council prior to the start of the budget process. (Ord. 2014-25 § 2, 2014)

BIMC 2.33 Utility Advisory Committee

2.33.040 Powers and duties.

The committee shall act in an advisory capacity to the city council with respect to issues relevant to the operation and management policies of the city's water, sanitary sewer, and other utilities. The committee shall not supplant administrative advice on policy issues to the city council but shall be in addition to staff advice. The committee shall not interfere with the administrative staff functions involving day to day operation of the city utilities. All city utility-related policies shall be reviewed by the committee prior to consideration by city council. In its advisory capacity, the committee shall:

A. Consult with the city manager to develop an annual workplan for approval by the city council;

B. Consult with and make recommendations to the city council regarding such utility-related policy matters as the city council or the committee deems appropriate;

C. Give advisory recommendations to the city council on matters relating to the city's water, sanitary sewer, and stormwater utility policies;

D. Consult with and make recommendations to the city council regarding utility rates, rate structures and other charges made to water, sanitary sewer, and stormwater utility customers;

E. Consult with and make recommendations to the city council relative to the planning for and financing of water, sanitary sewer, and storm water utility capital facilities;

F. Keep the city council regularly informed of activities of the committee in a timely manner;

G. Report annually to the city council prior to the start of the budget process. (Ord. 2014-11 § 4, 2014: Ord. 2010-27 § 1, 2010: Ord. 99-11 § 1, 1999)

ATTACHMENTS:

[ETAC presentation to CC 121322b.](#)

[2022 ETAC Workplan - approved by ETAC 05-2022](#)

[ETAC 2020 to 22 Workplan rev052922](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

What is ETAC?

- Technical advisory committee to City Council, City Manager, and Planning Dept staff on environmental management issues
- Established as a temporary committee in 2001; became permanent in 2009; added to BI Municipal Code in 2014 (Ordinance 2014-25)
- Members should have expertise in one or more of the following areas: wildlife management, fisheries management, geology, wetlands management, hydrology, forestry, and aquatic or terrestrial ecology
- Provides technical recommendations on habitat management plans, Shoreline Management Program, Critical Areas, and other tasks as requested by the City Council
- Reports annually to the City Council prior to the start of the budget process

Who is ETAC?

- Charlie Kratzer (Chair): PhD, Env Sci and Engineering (UCLA); PE
contaminant transport studies of pesticides and nutrients from application to rivers; trend analysis of WQ constituents and correlations with explanatory factors; SW-GW interactions
- Benjamin Harrison: PhD, Geochemistry (CalTech)
data and statistical analysis; environmental microbiology; geology and geochemistry; multidisciplinary solutions to scientific questions; computer programming
- Brian Harmon: MS, Natural Resource Sciences (Univ Nebraska)
data and statistical analysis; stream ecology; computer programming
- Dylan Frazer: BA, Geology (Whitman College); LG
environmental investigations, remediation, and agency closure at petroleum-contaminated sites, landfills, and manufactured gas plants
- Malcolm Gander: PhD, Env and Natural Resource Sciences (WSU); LG, LHG
environmental site assessment, document preparation, and policy
- Melanie Keenan: BS, Geology (Colorado State Univ); LG, LHG
environmental site assessment and document preparation; GW monitoring network design; GW studies
- Rick Huey: MMA, Marine Affairs (UW); WSF Instructor for Biological Assessment and Marine Mammal Monitoring
toxics cleanup; SMP, Comp Plan, NEPA, EIS, and ESA review; Marine Mammal Protection Monitoring

ETAC activities in 2020-21

1. Groundwater Fact Sheet

- Peer reviewed by KPUD, USGS, and COBI
- Presented to Council on 4/27/21
- Finalized on 5/21/21 and added to COBI website in June 2021

2. Groundwater Management Plan (GWMP) Process

- ETAC members Kratzer, Gander, and Keenan have been active participants in the GWMP Advisory Subcommittee (**with UAC and CCAC**) headed by Maureen Whalen of COBI

3. Review Habitat Management Plans (HMPs)

- ETAC reviewed 3 HMPs and submitted comments to COBI Planning

4. Reviewed Water Resource Inventory Area (WRIA) 15 draft report (**with UAC**)

5. Provided recommendations for American Rescue Plan Act (ARPA) funding

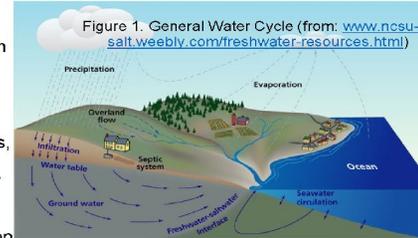


Groundwater on Bainbridge Island: A Fact Sheet

We depend on groundwater for all our water-supply needs on Bainbridge Island. Groundwater also supports our streams and wetlands. The Environmental Technical Advisory Committee (ETAC) for the City of Bainbridge Island consists of community volunteers with expertise in environmental issues. ETAC prepared this fact sheet to provide a summary of our understanding of the groundwater system and as a starting point for the development of a Groundwater Management Plan (GWMP). The GWMP will provide the necessary framework to responsibly manage this precious resource today and into the future.

What is Groundwater?

- According to the USGS, groundwater is water that exists underground in saturated zones beneath the land surface (Fig. 1). The upper surface of the saturated zone is called the water table. Contrary to popular belief, groundwater generally does not form underground rivers. It fills the pores and fractures in underground materials (soil, sand, gravel, and rocks), much the same way that water fills a sponge. If groundwater flows naturally out of rock materials or if it can be removed by pumping (in useful amounts), the permeable saturated zones are called aquifers. Groundwater moves slowly from higher to lower water levels, typically at rates of 3 to 25 inches per day. As a result, water could remain in an aquifer for hundreds or thousands of years.
- Aquifers are separated by less permeable layers of soil or rock called confining layers. Despite these confining layers, there is usually some water exchange between aquifers.
- Groundwater quantity (storage in aquifers) is estimated by measuring water levels in wells. Water levels vary seasonally due to rainfall and pumping, so measurements at the same time each year will give the best information on changes in the amount of groundwater storage in aquifers on an annual basis (from: USGS FAQs; www.usgs.gov/faq/water).
- Some surface waters (i.e., ponds, wetlands, streams) receive significant contributions from groundwater depending on groundwater levels.



Groundwater on Bainbridge Island

- According to the USGS, there are five aquifers on Bainbridge Island (shown in Fig. 2 cross-section of BI from Port Orchard Bay on the left to Puget Sound on the right). However, the permeable interbeds (QC1pi) aquifer produces little water. The four main aquifers are:
 - Vashon (Perched)(Qva) (water table at elevation 0 to 300 ft),
 - Sea Level (QA1) (-200 to +200 ft),
 - Glaciomarine (QA2) (-500 to -300 ft), and
 - Deep (Fletcher Bay)(QA3) (-900 to -600 ft)

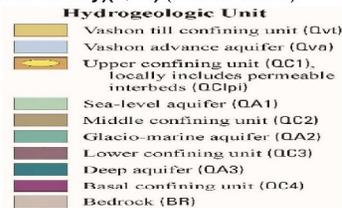
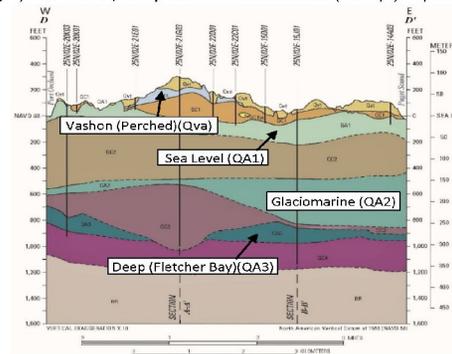


Figure 2. Hydrogeologic Units on Bainbridge Island (from: Frans and others, 2011)



Fact Sheet concept approved by COBI City Council in November 2018; reviewed by USGS and KPUD in December 2020; revised and approved by ETAC in February 2021; approved by COBI City Council in April 2021

ETAC work plan for 2022

1. Continue involvement in GWMP process
 - Review technical documents, attend GWMP Working Group meetings (**with UAC and CCAC**), and facilitate development of GWMP (as requested)
2. Provide technical review and recommendations for Shoreline Management Program (SMP)
3. Review HMPs
4. Provide information on stormwater management and treatment (as requested)
 - Provide technical/scientific information in support of the goal of keeping more stormwater on BI to recharge aquifers and to remove contaminants before stormwater recharges or discharges to Puget Sound

UAC and ETAC invitation to work on COBI's SWMP (p. 5)

2022 STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN

Stakeholder groups have also been invited to aid in the Stormwater Planning program, those groups are:

- Suquamish Tribe
- Bainbridge Island Watershed Council
- Bainbridge Island Land Trust
- [Bainbridge Island Metro Park & Recreation District](#)
- Kitsap Conservation District
- Friends of the Farms
- [Washington Department of Fish and Wildlife](#)

The City's [Utility Advisory Committee](#) and [Environmental Technical Advisory Committee](#) and the general public are being made aware of the Stormwater Planning program and are invited to participate. The City will promote and facilitate public engagement in the Stormwater Planning program through [Listserv](#) notices, [stormwater planning project webpages](#), [City Council and Committee meetings](#), and open stormwater planning project meetings and workshops.

<https://www.bainbridgewa.gov/DocumentCenter/View/15997/2022-COBI-Stormwater-Management-Program-SWMP-Plan?bidId=>

ETAC work plan for 2022 (cont.)

5. Provide information on tertiary wastewater management, treatment, and re-use (as requested)
 - As with stormwater, ETAC's goal is to provide scientific support to evaluate the removal of contaminants necessary to reclaim wastewater for irrigation or recharge on BI or before discharging to Puget Sound
 - For both stormwater and wastewater issues, UAC provides advice to the City Council on the O&M policies, rate structure, and financing of water, sanitary sewer, and storm water utility capital facilities
 - We do not see ETAC's plans as a duplication or unnecessary overlap with UAC duties relative to stormwater or wastewater re-use
6. Review any upcoming plans for Suzuki property (as requested)
7. Provide technical environmental support for any projects as requested by Council (or as deemed appropriate by ETAC)

2022 Work Plan

1. GWMP process
 - ETAC subcommittee (Charlie, Melanie, and Malcolm) will continue to participate in the monthly meetings of the GWMP working group with UAC (Andy Maron and Ted Jones) and CCAC (Mike Cox and Deb Rudnick) and COBI Hydrogeologist Maureen Whalen
 - Work with COBI staff to facilitate the development of the GWMP (as requested)

2. Review Habitat Management Plans (HMPs)
 - Coordinate with COBI planning staff to provide outside reviews through the ETAC subcommittee on HMP reviews (as requested)

3. Review Shoreline Master Program (SMP)
 - Provide reviews of the SMP (as requested)

4. Provide information on stormwater management and treatment (if requested by the Council)
 - Provide technical information pursuant to COBI studies/projects related to stormwater management and treatment on BI, with the goal of keeping more stormwater on BI to recharge the aquifers and to remove contaminants from stormwater before it recharges or discharges to Puget Sound

5. Provide information on tertiary wastewater management and treatment (if requested by the Council)
 - Provide technical information pursuant to COBI studies/projects related to tertiary wastewater management and treatment on BI, with the goal of removing contaminants as necessary to reclaim wastewater for irrigation or recharge on BI or before discharging to Puget Sound

6. Review Suzuki plans (if requested by the Council)
 - Provide reviews of Suzuki development plans as requested by the Council, especially as follow-up to past ETAC work on Suzuki environmental issues

7. Provide technical environmental support for any projects as requested by Council

MEMORANDUM

TO: COBI City Council

FROM: Environmental Technical Advisory Committee (ETAC)

DATE: May 19, 2022

SUBJECT: Report on ETAC's 2020-21 Activities and 2022 Work Plan

STATUS: On agenda for discussion/revision/approval at 5/19/22 ETAC meeting

2020-21 Activities

1. Groundwater Fact Sheet

- On 11/19/20, ETAC approved sending the GW Fact Sheet out to COBI Public Works for peer review by KPUD and USGS; it was transmitted to COBI Public Works on 12/3/20
- Peer review comments from KPUD (Joel Purdy), USGS (Wendy Welch), and COBI (Christian Berg) were transmitted to ETAC on 1/21/21 (KPUD and USGS) and 2/17/21 (COBI)
- ETAC subcommittee revised GW Fact Sheet and it was approved by ETAC on 2/18/21 and presented to Council on 4/27/21
- ETAC subcommittee revised GW Fact Sheet based on additional comments from Council and COBI staff and finalized on 5/21/21; Final GW Fact Sheet was highlighted in the City Manager's Report on 5/28/21 and added to the COBI website in June 2021

2. GWMP process

- On 2/27/20, ETAC approved having our 32-page document in support of the GWMP (finalized on 11/1/18) posted on the COBI website
- ETAC Chair made presentations about the GWMP process to BI Women's Club (1/16/20), BI Senior Center (10/14/20), and BI Watershed Council (5/20/21)
- On 9/16/21, ETAC provided feedback to Maureen Whalen (COBI Hydrogeologist) on her proposed 9/21/21 presentation to Council
- Starting in November 2021, ETAC subcommittee (Charlie, Melanie, and Malcolm) joined UAC (Andy Maron and Ted Jones) and CCAC (Mike Cox and Deb Rudnick) in monthly meetings with Maureen Whalen (group is called the GWMP Working Group)

3. Review HMPs

- Antibes HMP – received from COBI Planning on 12/30/19; ETAC subcommittee review was approved by ETAC on 2/27/20; review comments transmitted to COBI Planning on 3/10/20

- True Brown HMP – received from COBI Planning on 10/27/20; ETAC subcommittee review was approved by ETAC on 12/30/20; review comments transmitted to COBI Planning on 12/30/20
- Hoveida HMP – received from COBI Planning on 1/7/21; ETAC subcommittee review was approved by ETAC on 3/18/21; review comments transmitted to COBI Planning on 3/18/21

4. Review Water Resource Inventory Area (WRIA) 15 draft report

- An ETAC subcommittee participated in discussions with COBI staff and a UAC subcommittee about a 450-page draft report on WRIA15 (Kitsap County) water resources, especially about potential projects for offsetting future impacts from additional permit-exempt wells on BI
- On 3/3/21, ETAC had a joint meeting with UAC about the draft WRIA15 report. As a result of the meeting, COBI staff requested clarification from the WRIA15 committee on the methodology used to project future permit-exempt wells on BI. Ultimately, the WRIA15 committee was unable to achieve unanimous support of the draft and the process reverted back to Ecology for completion.

5. ETAC recommendations for American Rescue Plan Act (ARPA) funding

- In a 9/3/21 email from the City Manager, COBI requested input on how COBI should spend \$7M in ARPA funds. At 9/16/21 meeting, ETAC provided their recommendations for ARPA funding to the City Manager with the following top priorities: (1) culvert projects, (2) water system climate resiliency upgrades, including groundwater monitoring, (3) wastewater beneficial reuse, (4) wastewater treatment plant near-term capacity upgrades, and (5) stormwater projects.

2022 Work Plan

1. GWMP process
 - ETAC subcommittee (Charlie, Melanie, and Malcolm) will continue to participate in the monthly meetings of the GWMP working group with UAC (Andy Maron and Ted Jones) and CCAC (Mike Cox and Deb Rudnick) and COBI Hydrogeologist Maureen Whalen
 - Work with COBI staff to facilitate the development of the GWMP (as requested)
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 - Provide reviews of the SMP (as requested)
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5. Provide information on tertiary wastewater management and treatment (if requested by the Council)
 - Provide technical information pursuant to COBI studies/projects related to tertiary wastewater management and treatment on BI, with the goal of removing contaminants as necessary to reclaim wastewater for irrigation or recharge on BI or before discharging to Puget Sound
6. Review Suzuki plans (if requested by the Council)
 - Provide reviews of Suzuki development plans as requested by the Council, especially as follow-up to past ETAC work on Suzuki environmental issues
7. Provide technical environmental support for any projects as requested by Council (or as deemed appropriate by ETAC)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:30 PM) Authorize the City Manager to Execute a Contract Amendment with EcoAdapt for Staff Training on the Climate Change Adaptation Certification Tool to Increase the Contract Amount to \$13,900,

SUMMARY: This item is to consider authorizing the City Manager to execute a contract amendment with EcoAdapt to extend the timeframe and number of staff trainings related to the Climate Change Adaptation Certification Tool. This amendment extends the term of the agreement to December 31, 2023, and increases the contract amount from \$8,900 to \$13,900 to provide additional staff training.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to authorize the City Manager to execute a contract amendment with EcoAdapt for staff training on the Climate Change Adaptation Certification Tool to increase the contract amount to \$13,900, extend the term, and make other changes, in substantially the form as included with this agenda item.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	13,900
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Climate Action Plan approved by the City Council on November 10, 2020 identified use of the EcoAdapt Climate Change Adaptation Certification Tool, or similar tool, as a priority action for the first 9-12 months (referenced in Priority Actions 5.A.1.b, 6.A.1.c, and 7.D.1.a of the CAP). The City contracted with EcoAdapt in September 2022 to provide an updated copy of the Climate Change Adaptation Certification Tool, and to provide one staff training on use of the tool to pilot additional projects at the City of Bainbridge Island. One staff training was originally proposed for late 2022. However, due to scheduling conflicts, an initial staff training is now proposed for February 2023, followed by a second staff training in late 2023.

While the primary purpose of this tool is to incorporate planning for climate change impacts (in alignment with Goal #2 from the CAP), there is a section that also addresses efforts to reduce GHG emissions and a section that looks at how a project may benefit or adversely impact community members. Per feedback from the Climate Change Advisory Committee, the CAP recommendation to “Use the EcoAdapt Climate Change

Adaptation Certification Tool (or other similar tool) in COBI decision making to ensure decisions are climate informed” was developed based on the fact that a) EcoAdapt had worked with City staff and a few local architects to test the tool here on Bainbridge Island and b) a review of alternative tools did not identify a suitable alternative. A review of alternative tools in 2022 identified options that were more complex, costly, and/or would require a high degree of customization for the Bainbridge Island community compared to the EcoAdapt tool option. EcoAdapt has held workshops in several other communities of similar size as Bainbridge Island with training for staff and community members on the use of this Tool (see <http://ecoadapt.org/workshops> for a list of communities). It has been concluded that this tool is of value and appropriate for use.

ATTACHMENTS:

[Amendment No 1 to PSA EcoAdapt.docx](#)

FISCAL DETAILS: This work is funded by the Climate Action Plan implementation budget.

Fund Name(s):

Coding:

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on September 21, 2022, by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and EcoAdapt, a Washington D.C. nonprofit corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide updating and training of City staff on the use of the Climate Change Adaptation Certification Tool in 2022; and

WHEREAS, the City desires to extend the term of the Agreement, amend the maximum amount payable under the Agreement, and to revise and replace the current Scope of Services to provide two staff trainings on use of the Tool through the end of 2023.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:

This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, ~~2022~~ 2023, unless sooner terminated by either party as provided below.

2. Section 3.A is hereby amended to read as follows:

The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of ~~eight thousand nine hundred~~ thirteen thousand nine hundred dollars (\$~~8,900~~13,900);

3. Attachment B, Scope of Services, is hereby amended and replaced in its entirety as set forth on Exhibit A.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

ECOADAPT

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name Lara Hansen

Blair King, City Manager

Title Chief Scientist & Executive Director

Tax I.D. # 26-3303629

City Bus. Lic. # 43981

**ATTACHMENT B
SCOPE OF SERVICES
AS AMENDED BY AMENDMENT NO. 1**

Overview: Provide an updated copy of the Climate Change Adaptation Certification Tool and train staff on use of the tool to pilot additional projects at the City of Bainbridge Island in 2022-2023.

Task 1: Climate Change Adaptation Certification Tool Updates

Update the Climate Change Adaptation Certification Tool to reflect the addition of equity lens questions, mitigation/energy use questions, and, potentially, additional local resources. Provide a final, updated copy of the Tool that incorporates feedback from the staff training.

Receivables: NA

Assumptions: City staff will work with the Consultant to complete two draft reviews of updates to the Climate Change Adaptation Certification Tool. A first draft will be completed before the staff training and staff who attend that training will be asked for feedback to incorporate into the final update for the tool. City staff will identify any additional, local data sources to include for Step 2 in the tool.

Deliverables:

- Updated PDF copy of the Bainbridge Island-specific Climate Change Adaptation Certification Tool for use in staff training.
- Final, PDF and editable copy of the Bainbridge Island-specific Climate Change Adaptation Certification Tool.

Payment: Not to exceed \$3,900

Task 2: Climate Change Adaptation Certification Tool Training

Provide two trainings for City staff on how to use the Climate Change Adaptation Certification Tool.

Receivables: List of City staff participating in training.

Assumptions: The Consultant will develop the training and provide guidance on who should attend the training. City staff will schedule the training and provide a physical or remote space for training. The Consultant will provide and prepare one facilitator for each group of six (6) or fewer staff participating in a training. City staff will identify potential, real world projects for use in training scenario. The Consultant will lead training and collect feedback from participants for use in Task 1.

Deliverables:

- Advise City staff in identifying participants for the training.
- Develop curriculum and supporting materials for training City staff.

- Provide two (2) sessions of four (4) hours of virtual or in-person training for up to twelve (12) City staff. This training will cover the following topics and provide hands-on opportunities to practice using the tool:
 - What the tool is and what it applies to
 - How to apply this lens to the existing work of City staff
 - Where to find the climate data that can help City staff make, or advise on, climate-informed decisions
 - What climate information the City has created and has planned for the future
 - What modifications might improve the tool

Payment: Not to exceed \$10,000

Consultant’s Hourly Rates:

Class	Rate (\$/hour)
Chief Scientist	\$170.81
Facilitator	\$128.32

Schedule:

Task 1: First iteration of updates to the Tool due at least 14 business days before the staff training takes place; final updates due by December 31, 2022.

Task 2: Complete staff training by December 31, 2023.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Authorize City Manager to Amend 2023 Unrepresented Pay Plan by 6% Cost of Living Adjustment,

SUMMARY: Cost of living adjustments provided to unrepresented employees have been historically tied to the International Association of Machinists and Aerospace Workers represented group's COLA as memorialized in their collective bargaining agreement. The current contract expires December 31, 2022, and due to a variety of reasons the contract negotiations have been delayed. It is anticipated that the City and the union will reach agreement on a new contract around the end of the first quarter in 2023, and it is assumed that the contract will include a provision for a retroactive wage increase for the group.

State law does not allow for retroactive payments for non-represented employees. (The prohibition was recognized by the Attorney General in 1951 in AGO 51-53, which states, " It is our conclusion that a retroactive pay increase may not be granted to city employees unless there was in effect during the period for which the increase is to be granted an agreement to the effect that the compensation for that period would be adjusted when a settlement should be arrived at.") Therefore, the purpose of this item is to ensure unrepresented employees receive a 6% cost of living adjustment for 2023, beginning January 1, 2023. The Police Guild will receive the same increase in 2023.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to authorize the City Manager to amend the 2023 unrepresented pay plan to reflect a 6% cost of living adjustment.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Unrep Pay Scale 2023 proposed.pdf](#)

FISCAL DETAILS: These costs are within the budgeted amounts for 2023 and will not require any changes to the adopted budget.

Fund Name(s):

Coding:

Unrepresented Pay Scale - Proposed 2023

Monthly		Steps								
Range		1	2	3	4	5	6	7	8	9
14	Climate Action Outreach Coordinator, Harbormaster, Public Records Analyst	5,949	6,120	6,295	6,476	6,661	6,853	7,049	7,252	7,463
15	Executive Assistant, Human Resources Analyst	6,544	6,732	6,924	7,123	7,327	7,538	7,755	7,977	8,207
16		7,198	7,404	7,618	7,835	8,060	8,292	8,530	8,775	9,027
17	Communications Coordinator, Court Administrator, Equity and Inclusion Manager, Management Analyst, Permit & Administrative Services Supervisor, Public Safety Administrative Supervisor, Public Works Administrative Supervisor, Senior Financial Analyst	7,918	8,146	8,379	8,620	8,867	9,121	9,383	9,652	9,930
18	City Clerk, Climate Mitigation/Adaptation Officer, Deputy City Attorney, Emergency Management Coordinator, Public Works Supervisor, Treatment Plant Supervisor	8,710	8,959	9,218	9,481	9,754	10,034	10,321	10,617	10,922
19	Accounting Manager, Budget Manager, Building Official, Engineering Manager, HR Manager, IT Manager, Planning Manager	9,581	9,855	10,138	10,429	10,729	11,037	11,353	11,679	12,014
20	City Engineer, Public Works Manager	10,539	10,841	11,152	11,472	11,801	12,140	12,489	12,847	13,216
21	Deputy Police Chief	11,200	11,519	11,847	12,185	12,532	12,890	13,257	13,635	14,046
22	City Attorney, Finance & Administrative Services Director, Planning & Community Development Director, Police Chief, Public Works Director	12,321	12,673	13,034	13,405	13,787	14,180	14,584	15,000	15,450
23	Deputy City Manager	13,554	13,940	14,337	14,746	15,166	15,598	16,043	16,500	16,995



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 13, 2022

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:00 PM) Consider Request for Council Discussion on Hiring of Consultant vs. In-house Staff to Complete Groundwater Management Plan - Councilmember Hytopoulos,

SUMMARY: Council will discuss Councilmember Hytopoulos' request for Council discussion at a future Council meeting on hiring a consultant vs. in-house staff to complete the Groundwater Management Plan.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion and potential placement on a future Council agenda.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Revised Request for Council Discussion on Hiring of Consultant to Complete Groundwater Mgmt Plan HYTOPOULOS.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Request for discussion item (Council Member Hytopoulos):

PROPOSAL TO HIRE CONSULTANT TO ASSIST WITH COMPLETION OF GROUNDWATER MANAGEMENT PLAN

November 15, 2022

After losing our term-limited hydrologist, hired to oversee the development of the long-awaited Groundwater Management Plan (GWMP), we've been advised that there may be a substantial pause in that work with the City having a backlog of positions to fill, and the fact that attracting term-limited employees is always a challenge.

Going into the updates of the Comprehensive Plan and Winslow Subarea Plan, a significant contextual factor will be the sustainability of our water resources. If we're still without a GWMP, that issue will remain a significant elephant in the room as we consider the amount and location of future residential and commercial development. The GWMP will also be valuable in assessing options for the beneficial re-use of wastewater.

Given the increasing urgency to have a plan in place, I'm asking the Council to schedule a discussion regarding the possibility of engaging the services of an expert consultant to work with city staff and the GWMP Advisory Subcommittee to complete the work that has been substantially started.

BACKGROUND:

A critical goal of our comprehensive plan is the responsible stewardship of our water resources. The comp plan's second guiding principle, printed on all of our meeting agendas, is directed at that goal:

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.

As "the Island's finite groundwater resources [aquifers] are the sole source of our residents' water supply and are critical perennial sources for our surface waters and the ecosystems they support" we are directed to:

- Consider the impacts of future development to the quality and quantity of water
- Maintain sustainable groundwater withdrawal
- Anticipate and prepare for the consequences of climate change on our aquatic resources
- Create a Bainbridge Island surface and groundwater management plan

Groundwater management is also an important component of our Climate Action Plan:

6.1.B: Protect and maintain the integrity of our Island's surface and groundwater resources in the face of climate change.

- By 2023, COBI will adopt a Groundwater Management Plan that accounts for climate change in its projections, policies, and guidance.

The City has commissioned multiple studies of our water resources over the years, but has yet to translate that data into a tool that can be used to inform our decisions regarding the amount, location and type of future development that the Island can sustain, as well as any mitigation measures we may already need to take with regard to current development. The Groundwater Management Plan is expected to be that tool, and with the work substantially underway, a good advisory committee in place ready to keep working and multiple long-term planning processes expected to be completed over the next two years, we cannot afford any further delays.

I have spoken with a couple of members of the subcommittee, and they are supportive of hiring a consultant, and I have spoken with the City Manager who believes that the funding budgeted for the term-limited position should be sufficient to cover the cost of a consultant.