



CITY OF  
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING  
TUESDAY, MARCH 24, 2020**

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

**AGENDA**

1. **CALL TO ORDER/ROLL CALL - 5:00 PM**
2. **APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE - 5:05 PM**
3. **CITY MANAGER'S REPORT**
  - 3.A **(5:10 PM) Update on COVID-19 Response Activities, Executive**, 15 Minutes
4. **UNFINISHED BUSINESS**
  - 4.A **(5:25 PM) Janitorial Contract Award and Budget Amendment - Public Works**, 5 Minutes  
2020-23 Janitorial Services Agreement  
Attachment A-1 to 2020-23 Janitorial Services Agreement
5. **NEW BUSINESS**
  - 5.A **(5:30 PM) Police Chief Employment Agreement - Executive**, 10 Minutes  
Bainbridge Police Chief Employment Agreement.pdf
  - 5.B **(5:40 PM) Cooperative Purchasing Interlocal Agreement with Sourcewell - Public Works**, 5 Minutes  
Sourcewell Agreement.pdf
  - 5.C **(5:45 PM) Bucket Truck Procurement - Public Works**, 5 Minutes  
Bucket Truck Quote.pdf
6. **FUTURE COUNCIL AGENDAS**
  - 6.A **(5:50 PM) Future Council Agendas**, 20 Minutes  
Planned CC Mar-Apr Agenda Topics.pdf

## 7. PUBLIC HEARING

- 7.A (6:10 PM) Public Hearing on Ordinance No. 2020-09, Related to Extending the Moratorium on Certain Development Activities - Planning, 10 Minutes**  
Ordinance No. 2020-09 Extending the Development Moratorium - Public Hearing Draft  
Exhibit A to Ordinance No. 2020-09 - Updated Work Plan  
Exhibit B to Ordinance No. 2020-09 - Winslow Master Plan Study Area Map  
Development Moratorium Handout 20191204  
ORDINANCE NO. 2019-26 (Current Moratorium Ordinance)

## 8. CONSENT AGENDA

- 8.A (6:20 PM) Agenda Bill for Consent Agenda, 5 Minutes**
- 8.B Accounts Payable and Payroll**  
Payroll.pdf  
AP Report to Council of Cash Disbursements 03-25-20-signed.pdf
- 8.C City Council Study Session Minutes, March 3, 2020**  
030320 CCMIN STUDY SESSION.pdf
- 8.D City Council Special Meeting Minutes, March 6, 2020**  
030620 CCMIN RETREAT.pdf
- 8.E City Council Regular Business Meeting Minutes, March 10, 2020**  
031020 CCMIN BUSINESS MEETING.pdf
- 8.F Wyatt Way Reconstruction Project Contract Award - Public Works, 5 Minutes**  
Wyatt Way Presentation 031020.pptx  
Wyatt Way Reconstruction Budget Report.pdf  
Bid Tab Wyatt Way\_KGREVISED.xlsx  
Wyatt Contract Seton DRAFT
- 8.G Creation of a Term-Limited Position Dedicated to Public Records Response - Executive, 5 Minutes**  
Presentation - Request to Add Term-Limited Position CC 03102020  
Staff Memorandum - Exec Staffing Request for Term-Limited PRR Position
- 8.H Ordinance No. 2020-07, Amending Ch. 2.41 BIMC Relating to the Human Services Funding Advisory Committee, Executive - 10 Minutes**  
Ordinance No. 2020-07, Amending Chapter 2.41 BIMC Relating to the Human Services Funding Advisory Committee
- 8.I Ordinance No. 2020-08, Amending Ch. 2.43 BIMC Relating to the Cultural Funding Advisory Committee - Executive, 5 Minutes**  
Ordinance No. 2020-08, Amending Chapter 2.43 BIMC Relating to the Cultural Funding Advisory Committee

- 8.J **Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course (EVOC) Training - Police**, 5 Minutes  
Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course (EVOC) Training
- 8.K **Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program - Police**, 5 Minutes  
Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program
- 8.L **Utility Van Procurement - Public Works**, 5 Minutes  
Columbia Ford Utility Van Quote.pdf
- 8.M **Appointments to the Green Building Task Force - Mayor Schneider**, 5 Minutes  
Green Building Task Force Applications (Redacted).pdf

9. **FOR THE GOOD OF THE ORDER - 6:25 PM**

10. **ADJOURNMENT - 6:35 PM**

### **GUIDING PRINCIPLES**

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

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

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

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

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

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

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

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



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



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (5:10 PM) Update on COVID-19 Response Activities, Executive,

**SUMMARY:** City Manager's Update on COVID-19

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Discussion

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (5:25 PM) Janitorial Contract Award and Budget Amendment - Public Works,

**SUMMARY:**

The proposed contract includes janitorial services for City Hall, Police, Municipal Court, Wastewater Treatment Plant, Public Works Operations and Maintenance and the Waterfront Park Restrooms facilities for a period of three years.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:**

I move to approve the Janitorial Contract with Island Hands LLC in the amount of \$504,455.54, for a period of three years, and approve spending authority for the City Manager to increase the project budget for 2020 in the amount of \$23,232.00 from the general fund.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	\$504,455.54
<b>Ongoing Cost:</b>	\$504,455.54
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The proposed contract includes janitorial services for City Hall, Police, Municipal Court, Wastewater Treatment Plant, Public Works Operations and Maintenance, Senior Center and the Waterfront Park Restrooms facilities for a period of three years. The work includes daily, monthly, and annual cleaning tasks for seven City facilities.

The City solicited competitive quotes from seven companies under City Procurement Manual 4.3 and two quotes were submitted. The selection committee evaluated the submittals and recommends awarding this contract to Island Hands, LLC.

The 2019 annual cost for janitorial services (which was negotiated with the contractor in 2017) was \$136,728.48 and the proposed 2020 annual cost is \$163,981.32. The 17% cost increase is due to scope of work increases, prevailing wage rate increases, Consumer Price Index increase, and State mandated sick time

accrual. Also included are cost of living increases for both 2021 and 2022 and an additional \$1,500 for event cleaning. See below chart:

Year	Months	Cost
2020	8.5	\$116,153.44
2021 *	12	\$166,441.08
2022 **	12	\$170,702.08
2023	3.5	\$49,758.94
Event Charge		\$1,500.00
	Total	\$504,455.54

\* 1.5%; \*\* 2.5% increase

Upon Council approval, a proposed budget amendment in the amount of \$23,232.00 shall be included in the 1st quarter budget adjustment reporting for 2020.

**ATTACHMENTS:**

[2020-23 Janitorial Services Agreement](#)

[Attachment A-1 to 2020-23 Janitorial Services Agreement](#)

**FISCAL DETAILS:** 2020 Budget = \$143,222 less expenditures to date of \$50,300 equals balance of \$92,922.00. A general fund budget amendment of \$23,232 is requested for 2020.

**Fund Name(s):** General Fund

**Coding:** Project 00269

## **AGREEMENT FOR PURCHASED SERVICES**

**THIS AGREEMENT FOR PURCHASED SERVICES** (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and Island Hands, LLC, a Washington corporation (“Vendor”).

**WHEREAS**, the City desires to obtain janitorial services, which the City regards as nonprofessional services, for City facilities, including City Hall, Police, Senior Center, Waterfront Park Bathroom, Wastewater Treatment Plant, Municipal Court and Public Works-Operations & Maintenance; and

**WHEREAS**, the Vendor 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 Vendor as follows:

### **1. SERVICES BY VENDOR**

The Vendor shall provide the purchased services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Vendor 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 April 15, 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 Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor 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. PREVAILING WAGES

In that the City is contracting for janitorial services under this Agreement, pursuant to RCW 39.12.020 and WAC 296-127-023, the City regards the work herein to be subject to Washington State Department of Labor and Industries (“L&I”) prevailing wage rates. The applicable rates in initiating this Agreement are the rates in effect on the date in which the proposals were required to be submitted to the City, which date is March 24, 2020. The applicable prevailing wage rates can be found at L&I’s prevailing wage website (see <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>).

### 4. PAYMENT

A. The City shall pay the Vendor a total amount per month of Thirteen Thousand Six Hundred Sixty-Five Dollars and Eleven Cents (\$13,665.11) for work satisfactorily completed in accordance with **Attachment A** and **Attachment A-1**. On January 1, 2021, the total amount paid per month shall be increased by 1.5%. On January 1, 2022, the total amount paid per month shall be increased by 2.5%. In addition, the City shall pay, in accordance with **Attachment A**, the Vendor on an hourly basis for event cleaning, not to exceed a total of One Thousand Five Hundred Dollars (\$1500.00) over the term of this Agreement.

B. The Vendor 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 Vendor 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 Vendor.

D. If the services rendered do not meet the requirements of this Agreement, the Vendor 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.

### 5. INSPECTION AND AUDIT

The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and the City understand and expressly agree that the Vendor is an independent contractor in the performance of each and every part of this Agreement. The Vendor expressly represents, warrants, and agrees that the Vendor'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 Vendor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Vendor shall make no claim of City employment nor shall the Vendor claim any related employment benefits, social security, and/or retirement benefits.

B. The Vendor 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 Vendor 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 Vendor performs hereunder.

D. The Vendor shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

## **7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

A. The Vendor 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 Vendor 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.

## **8. 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.

## **9. 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.

## **10. HOLD HARMLESS AND INDEMNIFICATION**

A. The Vendor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Vendor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 Vendor'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.

## **11. INSURANCE**

The Vendor 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**.

Workers' Compensation as described in **Attachment B**.

None.

## **12. 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 Vendor 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 Vendor as stated herein.

## **13. 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.

## **14. 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.

## **15. 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.

**16. NON-WAIVER**

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.

**17. 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 Vendor:

Island Hands, LLC  
18869 Colwood Ave NE  
Poulsbo, WA 98370  
Attention: Kims Kingombe Embeya

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.

**18. 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.

**19. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**20. VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

**21. 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.

ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Name \_\_\_\_\_

Morgan Smith, City Manager

Title \_\_\_\_\_

Tax I.D. #

## ATTACHMENT A

### SCOPE OF WORK

#### GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. The Vendor shall coordinate day-to-day activities with the City's designated contact on an ongoing basis. The Vendor's supervisor and City's designated contact shall hold regularly scheduled meetings to coordinate work and supplies. The first week of every month the Vendor's supervisor will meet with the City's designated contact to draft the monthly janitorial report. The report will be performance-based with proposed areas of improvement and include on-site observations, interviews, and a review of customer complaints.

#### SUPPLIES

The City shall provide consumables that include: toilet paper, paper towels (roll and tri-fold), plastic bags, urinal mats, urinal blocks, soap, etc. The Vendor shall be responsible for delivering supplies from the supply storage area at the Operations and Maintenance shop to the facilities described in this scope of work and maintaining an accountability record of supplies used as required by the City. The Vendor shall supply cleaning products, equipment and tools to accomplish the work.

#### SITE SECURITY

While on City's premises, the Vendor, its agents, employees, or subcontractors shall comply in all respects with physical, fire, or other security regulations. Failure to comply with any part of facility security or confidentiality is a violation of the contract specifications, terms and conditions and may result in termination of the Agreement. The following shall apply:

##### General

Vendor's personnel shall conduct themselves on site in a workmanlike manner at all times. Personnel shall be courteous, neat in appearance, and wear visible vendor identification. Vendor employees are not allowed to move and read papers on desks, open desk drawers and cabinets, and use telephones and office equipment at the City's facilities. The Vendor shall not allow children and non-employees on the premises.

##### Security Plans

Vendor is to adhere to the City's security plans. Prior to working in any City facilities employees shall provide information including full name, address, driver's license, and fingerprints. The Police Department shall review/approve all potential employees prior to working in City facilities. The City reserves the right to deny any potential employee for past criminal activity and security concerns. Following the approval by the Police Department potential employees shall undergo online security training and present the Police Department with a certification of completion.

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to

be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

### **Keys**

Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided to employees who terminate employment with Vendor and returning them to the City. Keys or access codes shall be safeguarded and accounted for. The Vendor shall be held financially responsible for any damage and loss due to misappropriation, loss of keys, and compromise of access codes. In those cases, the Vendor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

### **False Security Alarms**

The City's designated contact will brief the Vendor on operation of the alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Vendor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Vendor shall be liable for those charges, and the City will generate an invoice to the Vendor for those charges. The City reserves the right to hold payment for services until the Vendor pays the false alarm charge.

### **Hazardous Conditions/Damage Reporting**

The Vendor's or his employees shall call 911 when drugs or needles are found on City property. The employee shall take precautions to not to touch or remove drugs/needles. The Vendor shall let the Police Department handle and dispose of drugs/needles properly. Other hazardous conditions shall be immediately secured, Vendor supervisor and City contacted to prevent damage and protect from injury.

Vendor's or his/her employees shall report any damaged or broken plumbing, glass or windows, light fixtures, furniture, lavatory fixtures, toilet stoppages, any security violations, vandalism, hazardous conditions, problems with heating and ventilating equipment, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction within 24 hours.

### **HAZARDOUS MATERIALS**

Right-to-know legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of chemicals and hazardous substances in their work environment. The Vendor must include a complete material safety data sheet (MSDS) for each chemical material and the location each material is stored. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party.

The Vendor is responsible for the appropriate disposal of all waste products generated by the Vendor per all applicable Federal, State and local regulations.

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet

cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

**SAFETY TRAINING**

Vendor shall be responsible for all necessary safety training in compliance with local, state and federal regulations, including, but not limited to, the Occupational Safety and Health Administration rules and regulations.

**SCHEDULING**

The schedule below may be adjusted by mutual agreement of both parties. For example, an annual cleaning scheduled in April may be changed to May if both parties agree in writing at least one month prior to the scheduled service. The Vendor shall schedule annual work at least two weeks in advance of the planned start date. The schedule shall be in writing and sent to the City’s designated contact.

City Hall has various after hours meetings scheduled during the week day and weekends. City Hall is normally not occupied from 11:00 PM to 5:00 AM. If the Vendor arrives when a meeting room or office is occupied they should start on the portion of the building that is not occupied. The Vendor shall not skip areas without permission from the City contact.

In the event the City deems it necessary to add, subtract or change a service frequency, the Vendor and the City will negotiate the terms of said change.

**EVENT CLEANING**

The City has events that require janitorial services as needed over the three-year term of the contract. The Vendor shall provide such janitorial services, as needed, on an hourly basis not to exceed a total of \$1,500.00 over the three-year term of the contract. The City shall provide the Vendor no less than five days’ notice of an event at one of the City facilities that requires cleaning services. The Vendor shall charge \$30/hour per person for the work.

**REPORT OF WORK COMPLETED**

Vendor shall submit a report of work completed to the City on a monthly basis and in a form mutually agreed upon by both parties. A separate form shall be submitted for each site.

**TASK DESCRIPTIONS AND STANDARDS**

<b>Section 1-Common Areas, Office Areas, Lobbies, Meeting Rooms, Hallway’s, Lunchrooms</b>		
<b>Daily Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
1.01	Vacuum Carpet	All carpet areas of lobbies, hallway corridors, meeting rooms, offices, cubicles, and entrances are to be thoroughly vacuumed. Portable objects (chair, wastebaskets, etc.) are to be moved to provide for vacuuming (not to include roll mats or objects over 50 lbs).

1.02	Neatly Arrange Furniture	All furniture and wastebaskets are to be placed back in their appropriate places.
1.03	Empty Trash & Recycle Bins, Replace Liners, Restock paper products	All trash receptacles, compost and recycle bins (including exterior cans immediately outside the building) shall be emptied completely in the appropriate receptacles and a clean, appropriately sized liner installed. Co-mingled recycle bins to maintain separation from trash and be emptied in recycle bins provided. All paper products shall be restocked as needed. Special care shall be made to separate compost, recycled products and trash.
1.04	Sweep Floors	All resilient floors (rubber, tile, concrete, stairs) shall be swept with a broom or dry mopped so as to leave the floor in a dirt/dust free state.
1.05	Damp Mop Floors	All resilient floor (rubber, tile, concrete) surfaces shall be damp mopped to remove any and all spills. Scuffmarks or stains are not expected to be removed with damp mopping.
1.06	Clean Entry Glass	Main lobby, participation glass, as well as exterior door glass to each space is to be clean and streak free.
1.07	Dust Horizontal Surfaces	All benches, tables, countertops, reception desks, window ledges, blinds, picture frames and the like are to be dust free.
1.08	Fill All Paper Towels, Soap Dispenser	All paper towels and soap dispensers will be filled and restocked to make sure adequate supplies.
1.09	Wipe/Clean Drinking Fountains	Stainless steel fountains are to be cleaned with a stainless cleaner, inside and out, as well as fixtures. Porcelain fountains are to be cleaned with a mild abrasive. Fountains are to be free of water spots, stains and smudges.
1.10	Wipe Counters and Appliances	All drain boards, Formica counters, tables and appliances (refrigerator, stove, and microwave) are to be cleaned so as to remove finger marks, smudges, and left in a dust/dirt free condition.
1.11	Clean Interior Glass	Interior glass (door glass, wall glass, etc.) within the offices shall be cleaned and left streak-free.
1.12	Elevator Cleaning	The elevator doors and control panel shall be cleaned with a non-scratching cleaner. The sliding door tracks and floor shall be vacuumed.
1.13	City Hall ART	The wood counter tops can accommodate any normal cleaner. Concrete counter and tile should be cleaned with a nonabrasive cleaning agent. The metal gate and hand rails shall be dry dusted and cleaned with aluminum greaseless solvent and polished with brass/bronze with brasso. The concrete floor at on the 1 <sup>st</sup> floor shall be cleaned with a mild abrasive and the wax should be a low sheen approved by the City contact.
1.14	Sanitize Touch Surfaces	Door touch pads, light, electrical switch plates and outlet covers, door handles or latches shall be sanitized.

<b>Weekly Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
1.15	Spot Clean Carpet	All carpet is to be kept in a stain free condition. The City Contact and Vendor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.
1.16	Spot Clean Walls, Doors, Fixtures	Finger marks, furniture rubs, etc. are to be removed from walls, doors, door handles, electrical switch plates and outlet covers.
1.17	Wipe/Clean Waste Receptacles	All wastebaskets, trash containers and garbage cans shall be cleaned inside and out as needed to remove stains, smudges and dried refuse. Common areas the outside containers shall be once a week.
1.18	Clean Picture Glass	All glass picture frames are to be cleaned with a damp lint-free rage so as not to leave water spots or streaks.

<b>Monthly Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
1.19	Vacuum with Edging Tool-All Corners	All carpet edges and corners where floor and wall interest, where floor and thresholds meet or around the base of any object permanently placed on a carpet surface.
1.20	Buff Floors	Resilient tile and concrete floors shall be spray buffed or burnished as to produce a shiny finish.
1.21	High Dust; Vents, Lights, etc.	High dusting shall be anything over six feet from the floor. HVAC vents, ceiling fans, light fixtures, tops of doors doorframes included.
1.22	Re-wax/Buff Floors	All resilient tile and concrete floor surfaces shall be topped cleaned with an effective detergent cleaner, neutralized and new wax applied. Floor should be buffed/burnished.
1.23	Florescent Light Fixtures	All debris, dust and dirt shall be cleared from florescent light fixtures.
1.24	Machine Scrub floors	Anti-skid and unfinished concrete floors are be machined scrubbed with an aggressive pad as to produce a clean and dirt free appearance.

<b>Quarterly Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
1.25	Wash Interior Windows	All interior wall windows are to be washed inside and out, and left in a streak/fog free condition.

1.26	Wash Exterior Windows	All outside wall windows are to be washed, inside and out and left in a streak/fog free condition.
1.27	Carpet Shampoo/Extraction Common Areas	Hallways and entrance carpets shall be shampooed, and an extraction completed. Following extraction, the hallways and entrance carpets shall be bonneted to clean the surface.

<b>Annual Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
1.28	Strip, Seal, Buff Floors	All resilient tile and concrete floor surfaces are to be stripped with an aggressive pad so as to remove all wax and sealer. The floors then shall be resealed with two coats of sealer followed by two coats of wax. All sealer and wax must be pre-approved as to type by the City Contact.
1.29	Carpet Shampoo/Extraction- All Areas	The carpet shampoo, extraction and bonneting in all areas shall be completed. Specifically, for City Hall this task should be done in phases over four weeks that include: second floor, planning department, public works department and council chambers/conference room/hallway.
1.30	City Hall Skylights, Skylights	Skylights are to be washed inside/outside and left streak/fog free condition.
1.31	Carpet Encapsulation- Bonnet	The carpet cleaner shall be applied to surface and scrubbed with a circular brush, soft pad to pull the dirt to the surface. Following completion of the encapsulation the dirt brought to the surface shall be vacuumed.

<b>Section 2-Restrooms, Locker Rooms, Shower Rooms, Kitchen Areas</b>		
<b>Daily Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
2.01	Empty Trash/Recycle/Replace Liner	All trash, compost and recycle receptacles shall be emptied completely and a clean, appropriately sized liner installed.
2.02	Clean/Disinfect All sinks, toilets and urinals	All porcelain and stainless steel wash basins, toilets and urinals as well as shower stalls are to be cleaned and sanitized with disinfectant.
2.03	Restock Paper/Soap/Toilet Seat Covers	Paper towels and tissue dispensers are to be checked and filled whenever the product remaining is 30% or less. In restrooms of high usage, new rolls of tissue will be installed and the 30% or partial roll shall be placed on the dispenser. Soap is to be checked and filled or cartridge replaced less than 1/3 of the product remains.

2.04	Clean Mirrors	Mirrors shall be kept clean, fog and streak free.
2.05	Clean Fixtures	All sinks shall be cleaned and free of rust deposits, stains, soap scum, etc. Toilets and urinals shall be cleaned and sanitized so as to remove any deposits, stains or odors. Where bowl blocks are used, the blocks will be removed prior to cleaning and new blocks installed when applicable.
2.06	Clean/Disinfect Partitions, and Doors.	Toilet room partitions, partition doors, entry doors, shower doors, shall be cleaned/disinfected. Walls shall be spot cleaned as necessary.
2.07	Sweep Floors	Floors shall be swept so as to remove gum, dirt and debris. Dry mops should be sprayed with a dust mop treatment chemical prior to use.
2.08	Damp Mop Floors	All resilient floor surfaces shall be damp mopped to remove any and all spills. Scuff marks or stains are not expected to be removed with a damp mop.
2.09	Dust Horizontal Surfaces	This includes counter tops, tops of partitions, mirrors dispensers, toilets and urinals. Counters should be spot cleaned when applicable.
2.10	Clean/Polish Fixture Exteriors	All plumbing under sinks and surrounding toilets and urinals are to be cleaned and polished so as to produce a shiny appearance.
2.11	Wipe/Clean Waste Receptacles	All wastebaskets, trash containers and garbage cans shall be cleaned inside and out so as to remove stains, smudges and dried refuse.
2.12	Restock Urinal blocks and mats	The urinal blocks and mats shall be disposed of and replaced.
2.13	Machine Scrub Floors	Tile and concrete floors are to be machined scrubbed and water extracted with an aggressive pad and grout shall be cleaned so as to produce a clean, dirt free appearance.
2.14	Clean Appliances	All kitchen type appliances (microwave, stove top, oven, fridge and toaster shall be cleaned and sanitized inside and out produce a clean appearance.
2.18	Disinfection of Restroom	All components including floor, tile wall, counters, plumbing fixtures, touch surfaces and equipment shall be steam cleaned with EPA approved disinfection product and extracted.

<b>Monthly Services</b>		
<b>#</b>	<b>Title</b>	<b>Description</b>
2.15	High Dust Vents, Lights, etc.	High dusting shall be anything over six foot from the floor HVAC vents, ceiling fans, light fixtures, and tops of doors and doorframes included.

2.16	Machine Scrub Floors	Tile and concrete floors are to be machined scrubbed and water extracted with an aggressive pad and grout shall be cleaned so as to produce a clean, dirt free appearance.
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<b>Annual Services</b>		
#	Title	Description
2.17	Strip, Seal, Buff Floors	All resilient floor surfaces are to be stripped with an aggressive pad so as to remove all wax and sealer. The floors then shall be resealed with two coats of sealer followed by two coats of wax. All sealer and wax must be pre-approved as to the type by the City Contact. The floor then shall be burnished to provide a high gloss.

## **ATTACHMENT A-1**

See attached daily, weekly, monthly, quarterly, and annual frequencies listed by facility.

## **ATTACHMENT B INSURANCE REQUIREMENTS**

### **A. Insurance Term**

The Vendor 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 Vendor, its agents, representatives, or employees.

### **B. No Limitation**

The Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor 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 Vendor 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 Vendor'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 Vendor's profession.

### **D. Minimum Amounts of Insurance**

The Vendors 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 Vendor'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 Vendor'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 Vendor shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor from the City.

**J. City Full Availability of Vendor Limits**

If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

CITY HALL		Daily and Weekly Custodial Frequencies											
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
1.01	Vacuum Carpet		1	1	1	1	1		5				
1.02	Neatly Arrange Furniture		1	1	1	1	1		5				
1.03	Empty trash & recycle bins, replace liners, restock paper products		1		1		1		3				
1.04	Sweep Floors		1	1	1	1	1		5				
1.05	Damp Mop Floors		1	1	1	1	1		5				
1.06	Clean Entry Glass		1		1		1		3				
1.07	Dust Horizontal Surfaces					1			1				
1.08	Fill all paper towels, soap dispensers		1	1	1	1	1		5				
1.09	Wipe/Clean Drinking Fountains		1	1	1	1	1		5				
1.1	Wipe Counters and Appliances		1	1	1	1	1		5				
1.11	Clean Interior Glass						1		1				
1.12	Elevator Cleaning		1		1		1		3				
1.13	City Hall Art		1	1	1	1	1		5				
1.14	Sanitize Touch Surfaces		1	1	1	1	1		5				
1.15	Spot Clean Carpet		1	1	1	1	1		5				
1.16	Spot Clean Walls, Doors, Fixtures		1	1	1	1	1		5				
1.17	Wipe/Clean Waste Receptacles						1		1				
1.18	Clean Picture Glass						1		1				
									<b>WEEKLY TOTAL</b>	<b>68</b>			
	RESTROOMS, SHOWER, KITCHEN AREA DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
2.01	Empty Trash/Recycle/Replace Liner		1	1	1	1	1		5				
2.02	Clean/Disinfect all sinks, toilets and urinals		1	1	1	1	1		5				
2.03	Restock Paper/Soap		1	1	1	1	1		5				
2.04	Clean Mirrors		1	1	1	1	1		5				
2.05	Clean Fixtures		1	1	1	1	1		5				
2.06	Clean/Disinfect Partitions and doors.		1	1	1	1	1		5				
2.07	Sweep Floors		1	1	1	1	1		5				
2.08	Damp Mop Floors		1	1	1	1	1		5				
2.09	Dust horizontal surfaces		1	1	1	1	1		5				
2.10	Clean/Polish fixture exteriors		1	1	1	1	1		5				
2.11	Wipe/clean waste receptacles		1	1	1	1	1		5				
2.12	Restock Urinal blocks and mats						1		1				
2.13	Machine Scrub Floors												
2.14	Clean Appliances		1	1	1	1	1		5				
2.18	Disinfection of Restroom						1		1				
									<b>WEEKLY TOTAL</b>	<b>62</b>			

CITY HALL														
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY MONTHLY	January	February	March	April	May	June	July	August	September	October	November	December	Annual Frequency
1.19	Vaccum with Edging Tool All Corners	1	1	1	1	1	1	1	1	1	1	1	1	12
1.2	Buff Floors	1	1		1	1		1	1		1	1		8
1.21	High Dust Vents, Lights, Blinds, etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
1.22	Re-wax/Buff Floors			1			1			1			1	4
1.23	Florescent Light	1	1	1	1	1	1	1	1	1	1	1	1	12
1.24	Machine Scrub Floors													
1.25	Wash Interior Windows				1									1
1.26	Wash Exterior Windlows				1				1					2
1.27	Carpet Shampoo Extraction-Common Areas									1			1	2
1.28	Strip, Seal, Buff Floors 1x every 2 years.				1									1
1.29	Carpet Shampoo Extraction-All Areas					1								1
1.3	City Hall Skylights				1									1
2.15	High Dust Vents, Lights,etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
2.16	Machine Scrub Floors	1	1	1	1	1	1	1	1	1	1	1	1	12
2.17	Strip, Seal, Buff Floors						1							1
1.31	Carpet Encapsulation-Bonnet		1				1			1			1	4

Senior Center		Daily and Weekly Custodial Frequencies											
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
1.01	Vacuum Carpet	1	1	1	1	1	1		6				
1.02	Neatly Arrange Furniture	1	1	1	1	1	1		6				
1.03	Empty trash & recycle bins, replace liners, restock paper products	1	1	1	1	1	1		6				
1.04	Sweep Floors	1	1	1	1	1	1		6				
1.05	Damp Mop Floors	1	1	1	1	1	1		6				
1.06	Clean Entry Glass	1	1	1	1	1	1		6				
1.07	Dust Horizontal Surfaces	1	1	1	1	1	1		6				
1.08	Fill all paper towels, soap dispensers	1	1	1	1	1	1		6				
1.09	Wipe/Clean Drinking Fountains	1	1	1	1	1	1		6				
1.1	Wipe Counters and Appliances	1	1	1	1	1	1		6				
1.11	Clean Interior Glass	1	1	1	1	1	1		6				
1.12	Elevator Cleaning												
1.13	City Hall Art												
1.14	Sanitize Touch Surfaces	1	1	1	1	1	1		6				
1.15	Spot Clean Carpet	1	1	1	1	1	1		6				
1.16	Clean/Disinfect Partitions and doors.	1	1	1	1	1	1		6				
1.17	Wipe/Clean Waste Receptacles						1		1				
1.18	Clean Picture Glass						1		1				
									WEEKLY TOTAL	86			
	RESTROOMS, SHOWER, KITCHEN AREA DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
2.01	Empty Trash/Recycle/Replace Liner	1	1	1	1	1	1		6				
2.02	Clean/Disinfect all sinks, toilets and urinals	1	1	1	1	1	1		6				
2.03	Restock Paper/Soap	1	1	1	1	1	1		6				
2.04	Clean Mirrors	1	1	1	1	1	1		6				
2.05	Clean Fixtures	1	1	1	1	1	1		6				
2.06	Spot Clean Partitions, doors, walls	1	1	1	1	1	1		4				
2.07	Sweep Floors	1	1	1	1	1	1		6				
2.08	Damp Mop Floors	1	1	1	1	1	1		6				
2.09	Dust horizontal surfaces	1	1	1	1	1	1		6				
2.10	Clean/Polish fixture exteriors	1	1	1	1	1	1		6				
2.11	Wipe/clean waste receptacles	1	1	1	1	1	1		6				
2.12	Restock Urinal blocks and mats						1		1				
2.13	Machine Scrub Floors												
2.14	Clean Appliances		1	1	1	1	1		6				
2.18	Disinfection of Restroom						1		1				
									WEEKLY TOTAL	72			

Senior Center														
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY MONTHLY	January	February	March	April	May	June	July	August	September	October	November	December	Annual Frequency
1.19	Vaccum with Edging Tool All Corners	1	1	1	1	1	1	1	1	1	1	1	1	12
1.2	Buff Floors	1	1	1		1	1	1	1		1	1	1	10
1.21	High Dust Vents, Lights, Blinds, etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
1.22	Re-wax/Buff Floors				1								1	2
1.23	Florescent Light	1	1	1	1	1	1	1	1	1	1	1	1	12
1.24	Machine Scrub Floors													
1.25	Wash Interior Windows				1									2
1.26	Wash Exterior Windows				1				1					2
1.27	Carpet Shampoo Extraction-Common Areas			1									1	2
1.28	Strip, Seal, Buff Floors									1				1
1.29	Carpet Shampoo Extraction-All Areas								1					1
1.3	Skylights				1									1
2.15	High Dust Vents, Lights,etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
2.16	Machine Scrub Floors													
2.17	Strip, Seal, Buff Floors					1								1

WF PARK /CITY HALL PUBLIC BATHROO		Daily and Weekly Custodial Frequencies											
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
1.01	Vacuum Carpet												
1.02	Neatly Arrange Furniture												
1.03	Empty trash & recycle bins, replace liners, restock paper products												
1.04	Sweep Floors												
1.05	Damp Mop Floors												
1.06	Clean Entry Glass												
1.07	Dust Horizontal Surfaces												
1.08	Fill all paper towels, soap dispensers												
1.09	Wipe/Clean Drinking Fountains												
1.1	Wipe Counters and Appliances												
1.11	Clean Interior Glass												
1.12	Elevator Cleaning												
1.13	City Hall Art												
1.14	Sanitize Touch Surfaces												
1.15	Spot Clean Carpet												
1.16	Spot Clean Walls, Doors, Fixtures												
1.17	Wipe/Clean Waste Receptacles												
1.18	Clean Picture Glass												
									WEEKLY TOTAL	0			
	RESTROOMS, SHOWER, KITCHEN AREA DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
2.01	Empty Trash/Recycle/Replace Liner	1	1	1	1	1	1	1	7				
2.02	Clean/Disinfect all sinks, toilets and urinals	1	1	1	1	1	1	1	7				
2.03	Restock Paper/Soap	1	1	1	1	1	1	1	7				
2.04	Clean Mirrors	1	1	1	1	1	1	1	7				
2.05	Clean Fixtures	1	1	1	1	1	1	1	7				
2.06	Clean/Disinfect Partitions and doors.	1	1	1	1	1	1	1	7				
2.07	Sweep Floors	1	1	1	1	1	1	1	7				
2.08	Damp Mop Floors	1	1	1	1	1	1	1	7				
2.09	Dust horizonatal surfaces	1	1	1	1	1	1	1	7				
2.10	Clean/Polish fixture exteriors	1	1	1	1	1	1	1	7				
2.11	Wipe/clean waste receptacles												
2.12	Restock Urinal blocks and mats												
2.13	Machine Scrub Floors												
2.14	Clean Appliances												
2.18	Disinfection of Restroom						1		1				
									WEEKLY TOTAL	70			

WF PARK/CITY HALL PUBLIC BATHROO														
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY MONTHLY	January	February	March	April	May	June	July	August	September	October	November	December	Annual Frequency
1.19	Vaccum with Edging Tool All Corners													
1.2	Buff Floors													
1.21	High Dust Vents, Lights, Blinds, etc.													
1.22	Re-wax/Buff Floors													
1.23	Florescent Light													
1.24	Machine Scrub Floors													
1.25	Wash Interior Windows													
1.26	Wash Exterior Windlows													
1.27	Carpet Shampoo Extraction-Common Areas													
1.28	Strip, Seal, Buff Floors													
1.29	Carpet Shampoo Extraction-All Areas													
1.3	City Hall Skylights													
2.15	High Dust Vents, Lights,etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
2.16	Machine Scrub Floors													
2.17	Strip, Seal, Buff Floors													

<b>PUBLIC WORKS</b>		Daily and Weekly Custodial Frequencies											
<b>STANDARD REFERENCE NUMBER</b>	<b>CUSTODIAL ACTIVITY DAILY</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Weekly Frequency</b>				
1.01	Vacuum Carpet		1		1		1		3				
1.02	Neatly Arrange Furniture		1		1		1		3				
1.03	Empty trash & recycle bins, replace liners, restock paper products		1		1		1		3				
1.04	Sweep Floors		1		1		1		3				
1.05	Damp Mop Floors		1		1		1		3				
1.06	Clean Entry Glass		1		1		1		3				
1.07	Dust Horizontal Surfaces		1		1		1		3				
1.08	Fill all paper towels, soap dispensers		1		1		1		3				
1.09	Wipe/Clean Drinking Fountains												
1.1	Wipe Counters and Appliances		1		1		1		3				
1.11	Clean Interior Glass						1		1				
1.12	Elevator Cleaning												
1.13	City Hall Art												
1.14	Sanitize Touch Surfaces		1	1	1	1	1		5				
1.15	Spot Clean Carpet												
1.16	Spot Clean Walls, Doors, Fixtures						1		1				
1.17	Wipe/Clean Waste Receptacles						1		1				
1.18	Clean Picture Glass						1		1				
									<b>WEEKLY TOTAL</b>	<b>36</b>			
	<b>RESTROOMS, SHOWER, KITCHEN AREA DAILY</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Weekly Frequency</b>				
2.01	Empty Trash/Recycle/Replace Liner		1	1	1	1	1		5				
2.02	Clean/Disinfect all sinks, toilets and urinals		1	1	1	1	1		5				
2.03	Restock Paper/Soap		1	1	1	1	1		5				
2.04	Clean Mirrors		1	1	1	1	1		5				
2.05	Clean Fixtures		1	1	1	1	1		5				
2.06	Clean/Disinfect Partitions and doors.		1	1	1	1	1		5				
2.07	Sweep Floors		1	1	1	1	1		5				
2.08	Damp Mop Floors		1	1	1	1	1		5				
2.09	Dust horizonatal surfaces		1	1	1	1	1		5				
2.10	Clean/Polish fixture exteriors		1	1	1	1	1		5				
2.11	Wipe/clean waste receptacles		1	1	1	1	1		5				
2.12	Restock Urinal blocks and mats						1		1				
2.13	Machine Scrub Floors												
2.14	Clean Appliances		1	1	1	1	1		5				
									<b>WEEKLY TOTAL</b>	<b>61</b>			
									<b>MONTHLY TOTAL</b>				
									<b>ANNUAL TOTAL</b>				

Public Works														
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY MONTHLY	January	February	March	April	May	June	July	August	September	October	November	December	Annual Frequency
1.19	Vaccum with Edging Tool All Corners	1	1	1	1	1	1	1	1	1	1	1	1	12
1.2	Buff Floors													
1.21	High Dust Vents, Lights, Blinds, etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
1.22	Re-wax/Buff Floors (Conference trailer, Sign Shop & Admin Trailer).					1				1				2
1.23	Florescent Light	1	1	1	1	1	1	1	1	1	1	1	1	12
1.24	Machine Scrub Floors	1	1	1	1	1	1	1	1	1	1	1	1	12
1.25	Wash Interior Windows				1									1
1.26	Wash Exterior Windlows				1				1					2
1.27	Carpet Shampoo Extraction-(Common Areas SSWM Trailer)									1				1
1.28	Strip, Seal, Buff Floors													
1.29	Carpet Shampoo Extraction-All Areas													
1.3	City Hall Skylights													
2.15	High Dust Vents, Lights,etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
2.16	Machine Scrub Floors	1	1	1	1	1	1	1	1	1	1	1	1	12
2.17	Strip, Seal, Buff Floors													

<b>POLICE</b>		Daily and Weekly Custodial Frequencies											
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
1.01	Vacuum Carpet		1		1		1		3				
1.02	Neatly Arrange Furniture		1		1		1		3				
1.03	Empty trash & recycle bins, replace liners, restock paper products		1		1		1		3				
1.04	Sweep Floors		1		1		1		3				
1.05	Damp Mop Floors		1		1		1		3				
1.06	Clean Entry Glass		1		1		1		3				
1.07	Dust Horizontal Surfaces		1		1		1		3				
1.08	Fill all paper towels, soap dispensers		1		1		1		3				
1.09	Wipe/Clean Drinking Fountains												
1.1	Wipe Counters and Appliances		1		1		1		3				
1.11	Clean Interior Glass		1		1		1		3				
1.12	Elevator Cleaning												
1.13	City Hall Art												
1.14	Sanitize Touch Surfaces		1		1		1		3				
1.15	Spot Clean Carpet		1		1		1		3				
1.16	Spot Clean Walls, Doors, Fixtures		1		1		1		3				
1.17	Wipe/Clean Waste Receptacles						1		1				
1.18	Clean Picture Glass						1		1				
									<b>WEEKLY TOTAL</b>	<b>41</b>			
	RESTROOMS, SHOWER, KITCHEN AREA DAILY	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Frequency				
2.01	Empty Trash/Recycle/Replace Liner	1	1	1	1	1	1		6				
2.02	Clean/Disinfect all sinks, toilets and urinals	1	1	1	1	1	1		6				
2.03	Restock Paper/Soap	1	1	1	1	1	1		6				
2.04	Clean Mirrors	1	1	1	1	1	1		6				
2.05	Clean Fixtures	1	1	1	1	1	1		6				
2.06	Clean/Disinfect Partitions and doors.	1	1		1		1		4				
2.07	Sweep Floors	1	1	1	1	1	1		6				
2.08	Damp Mop Floors	1	1	1	1	1	1		6				
2.09	Dust horizontal surfaces	1	1	1	1	1	1		6				
2.10	Clean/Polish fixture exteriors	1	1	1	1	1	1		6				
2.11	Wipe/clean waste receptacles	1							1				
2.12	Restock Urinal blocks and mats												
2.13	Machine Scrub Floors												
2.14	Clean Appliances	1	1	1	1	1	1		6				
									<b>WEEKLY TOTAL</b>	<b>65</b>			

<b>POLICE</b>														
<b>STANDARD REFERENCE NUMBER</b>	<b>CUSTODIAL ACTIVITY MONTHLY</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Annual Frequency</b>
1.19	Vaccum with Edging Tool All Corners	1	1	1	1	1	1	1	1	1	1	1	1	12
1.2	Buff Floors													
1.21	High Dust Vents, Lights, Blinds, etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
1.22	Re-wax/Buff Floors													
1.23	Florescent Light	1	1	1	1	1	1	1	1	1	1	1	1	12
1.24	Machine Scrub Floors													
1.25	Wash Interior Windows				1									1
1.26	Wash Exterior Windlows				1				1					2
1.27	Carpet Shampoo Extraction-Common Areas									1				1
1.28	Strip, Seal, Buff Floors													
1.29	Carpet Shampoo Extraction-All Areas													
1.3	City Hall Skylights													
2.15	High Dust Vents, Lights, etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
2.16	Machine Scrub Floors													
2.17	Strip, Seal, Buff Floors													



WWTP														
STANDARD REFERENCE NUMBER	CUSTODIAL ACTIVITY MONTHLY	January	February	March	April	May	June	July	August	September	October	November	December	Annual Frequency
1.19	Vaccum with Edging Tool All Corners	1	1	1	1	1	1	1	1	1	1	1	1	12
1.2	Buff Floors													
1.21	High Dust Vents, Lights, Blinds, etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
1.22	Re-wax/Buff Floors													
1.23	Florescent Light	1	1	1	1	1	1	1	1	1	1	1	1	12
1.24	Machine Scrub Floors													
1.25	Wash Interior Windows				1									1
1.26	Wash Exterior Windlows				1									1
1.27	Carpet Shampoo Extraction-Common Areas													
1.28	Strip, Seal, Buff Floors									1				1
1.29	Carpet Shampoo Extraction-All Areas													
1.3	Skylights				1									1
2.15	High Dust Vents, Lights,etc.	1	1	1	1	1	1	1	1	1	1	1	1	12
2.16	Machine Scrub Floors													
2.17	Strip, Seal, Buff Floors									1				1



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (5:30 PM) Police Chief Employment Agreement - Executive,

**SUMMARY:** The City engaged the services of Strategic Government Resources to lead the search for qualified Police Chief candidates. Joe Clark has been selected and has completed the required police hiring process, including background, polygraph, psychological examination, and medical examination. The attached contract has been drafted for City Council consideration.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to authorize the City Manager to execute the Police Chief employment agreement with Joe Clark in substantially the same form as the agreement that is attached to this agenda item.

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	\$218,500
<b>One-Time Cost:</b>	\$15,000
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:**

**ATTACHMENTS:**

[Bainbridge Police Chief Employment Agreement.pdf](#)

**FISCAL DETAILS:** The agreement provides an initial annual base salary of \$157,165 and up to \$15,000 for one-time moving and temporary housing expenses.

**Fund Name(s):** General Fund

**Coding:**

## POLICE CHIEF EMPLOYMENT AGREEMENT

This Police Chief Employment Agreement (hereinafter “Agreement”) is made and entered into by and between the City of Bainbridge Island, a Washington municipal corporation (hereinafter “City”) and Joseph N. Clark, Jr. (hereinafter “Employee”) on this \_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, the City desires to employ Employee as its Police Chief and Employee has agreed to serve in this capacity. Therefore, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

### 1. Duties and Responsibilities

- 1.1 Title. Effective April \_\_\_\_\_, 2020, the City will employ Employee as its Police Chief. Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement.
- 1.2 Duties. Employee shall have and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of Police Chief consistent with the laws of the State of Washington and the ordinances and policies of the City. Under the general direction of the City Manager, Employee shall manage, administer, and direct the Bainbridge Island Police Department’s functions and operations, including but not limited to: administering Department contracts, organizing and planning on a timely basis the annual Department budget in conjunction with other City Departments and the City Manager, maintaining open communications with the community, promoting responsive and courteous public service, and performing other legally permissible and proper functions as are appropriate to the office of Police Chief.
- 1.3 Devotion of Time and Effort. Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of Police Chief and shall not engage in activities that conflict with or interfere with the performance of this Agreement. So long as this Agreement is in effect, Employee agrees to remain in the exclusive employ of the City and shall neither accept other employment nor become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee’s own time with advance approval of the City Manager.
- 1.4 Work Schedule. The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of Police Chief. When Employee devotes a great deal of time outside of normal office hours on business for the City, Employee shall be allowed to establish an appropriate work schedule that allows for time away from the office during normal office hours.

## 2. At-Will Employment

Employee shall be employed for an indefinite term commencing April \_\_\_\_\_, 2020. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee with or without Cause (as defined below), subject to Section 6 of this Agreement.

## 3. Compensation

- 3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its Police Chief, upon hire Employee shall be paid a base annual salary of One Hundred and Fifty-Seven Thousand and One Hundred and Sixty-Five Dollars (\$157,165.00), payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. Employee shall be eligible for annual pay scale step increases based on satisfactory performance in accordance with City policy. The position of Police Chief is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall be eligible to receive the same cost-of-living adjustment that applies to the City's other management-level non-represented City employees, as determined annually by the City Council.
- 3.2 Retirement.
- (a) Employee's position qualifies him for membership in the Washington State LEOFF retirement program and the City shall make all required employer contributions to the LEOFF retirement system, as required by law.
  - (b) In addition to the LEOFF program, the City shall contribute an amount equal to four percent (4%) of Employee's base monthly salary into a 457 deferred compensation program.
- 3.3 Moving/Temporary Housing Reimbursement. The City shall reimburse Employee up to Fifteen Thousand Dollars (\$15,000.00) in moving and/or temporary housing expenses incurred by Employee in order to perform services under this Agreement. Expenses must be incurred and submitted for reimbursement to the City within Employee's first six (6) months of employment. Payment shall be made upon receipt by the City of documentation that the expenses have been incurred and are deemed reasonable.
- 3.4 Expenses. The City agrees to reimburse Employee for reasonable and necessary expenses incurred for the benefit of the City in accordance with City policy.

- 3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

#### **4. Benefits**

- 4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level, non-represented employees of the City.
- 4.2 Vacation. Upon hire, Employee shall receive a bank of eighty (80) hours of accrued vacation. Thereafter, Employee shall accrue vacation on the same terms as other management-level non-represented City employees, beginning with an accrual rate of 14 hours per month, equivalent to fifteen (15) years of City service.
- 4.3 Sick Leave. Upon hire, Employee shall receive a bank of eighty (80) hours of sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees.
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level, non-represented employees of the City.
- 4.5 Life Insurance. The City shall pay the premium for a term life insurance policy in the amount of Three Hundred Thousand Dollars (\$300,000). Employee shall name the beneficiary(ies) of said term life insurance.
- 4.6 Police Vehicle. Employee shall have the use of a Police Department vehicle. In the event Employee uses his own vehicle for City business, the City shall reimburse Employee for mileage in accordance with City policy.
- 4.7 Mobile Phone. The City shall provide Employee with a mobile phone for use in accordance with City policies.
- 4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may

from time-to-time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Agreement.

## **5. Performance Standards and Evaluation**

Employee will be evaluated on his job performance and ability to meet established goals and objectives after six (6) months of employment and annually thereafter or when otherwise deemed appropriate by the City Manager.

## **6. Termination**

6.1 Termination Without Cause. The City may terminate this Agreement without Cause at any time by providing written notice to Employee. In the event the City terminates the Agreement without Cause, the City will pay Employee his base salary earned through his final day of employment and the value of his accrued but unused vacation. In the event the City terminates this Agreement without Cause after Employee's first six (6) months of employment (i.e., on or after October \_\_\_\_\_, 2020), the City will also pay Employee six (6) months of Employee's then-current base salary and COBRA premiums as severance pay, provided that Employee signs and does not revoke a separation agreement and release of claims in a form and substance acceptable to the City.

6.2 Termination for Cause. The City may terminate this Agreement and Employee's employment at any time for Cause by providing written notice to Employee. "Cause" is defined to include Employee's: (i) act of dishonesty related to his employment; (ii) commission of any willful or negligent act that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive by the City; (iv) failure to perform his duties under this Agreement (provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In the event of a termination for Cause, Employee shall be paid his base salary earned through the date of termination and the value of his accrued but unused vacation, but he shall not be entitled to receive any further compensation or benefits.

6.3 Resignation/Retirement. Employee may terminate this Agreement and Employee's employment by providing a minimum of thirty (30) days' written notice to the City Manager of his intent to resign or retire. Failure to provide the minimum notice of a resignation or retirement will result in a reduction in Employee's vacation leave cash out by the number of days/hours that Employee would have been expected to work had adequate notice been provided, unless

otherwise agreed upon by the City. In the event of his resignation or retirement, Employee shall be paid his base salary earned through his final day of employment and the value of his accrued but unused vacation, subject to adjustment for lack of advance notice, but he shall not be entitled to receive any further compensation or benefits.

- 6.4 Death; Disability. The City may terminate this Agreement and Employee's employment upon Employee's death or Disability by providing written notice to Employee. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform the duties and responsibilities of Police Chief for six months within any consecutive 12-month period. In the event of a termination due to death or Disability, Employee or his estate shall be paid his base salary earned through his final day of employment and the value of his accrued but unused vacation.

## **7. Integration/Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provisions of this Agreement conflict with those of any other agreement or policy, the terms in this Agreement will prevail. If any portion of this Agreement is held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

## **8. Other Terms and Conditions**

- 8.1 Any notice to the City under this Agreement shall be furnished in writing by Employee to the City Manager. Any notice to Employee under this Agreement shall be furnished in writing by the City. All such notices must be sent by first-class mail or delivered in person.
- 8.2 The City Manager may fix in writing any other terms and conditions of employment as the City Manager may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law.
- 8.3 All provisions of City ordinances, regulations, rules and personnel policies as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the City, except as may be specifically agreed upon in this Agreement.

- 8.4 This Agreement shall be interpreted, construed, and applied according to the laws of the State of Washington.
- 8.5 All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.
- 8.6 No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

**9. Counterparts**

This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

**CITY OF BAINBRIDGE ISLAND**

**JOSEPH N. CLARK, JR.**

\_\_\_\_\_  
Morgan Smith, City Manager

\_\_\_\_\_  
Joseph N. Clark, Jr.

Date \_\_\_\_\_

Date \_\_\_\_\_



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (5:40 PM) Cooperative Purchasing Interlocal Agreement with Sourcewell - Public Works,

**SUMMARY:**

Public Works staff desires to enter into an Interlocal Agreement with Sourcewell for cooperative purchasing items such as vehicles and equipment.

**AGENDA CATEGORY:** Interlocal Agreement

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:**

I move to forward the Cooperative Purchasing Interlocal Agreement with Sourcewell for approval with the April 14, 2020 Consent Agenda.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

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

**BACKGROUND:**

RCW Chapter 39.34.030 allows the City to join with other government agencies for the purchase of supplies, equipment, and/or services. The Sourcewell Cooperative Purchasing program assists local governments in reducing costs through volume pricing discounts from previously procured contracts using a public competitive procurement process.

There are several local agencies using the Sourcewell Cooperative Purchasing program including the City of Seattle, Bainbridge Island School District, and the Bainbridge Island Fire Department.

Public Works staff recommends entering into an Interlocal Agreement with Sourcewell for procurement of items such as vehicles and equipment.

**ATTACHMENTS:**

[Sourcewell Agreement.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):** General Fund

**Coding:**

**SOURCEWELL AGREEMENT**

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and \_\_\_\_\_ (hereinafter referred to as the "Member").

**Agreement**

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**Member Name**

**Sourcewell**

By \_\_\_\_\_  
Its \_\_\_\_\_  
TITLE

\_\_\_\_\_  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**MEMBER INFORMATION**

Indicate an address to which correspondence may be delivered.

Organization Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City \_\_\_\_\_

State/Province Code \_\_\_\_\_ ZIP code\* \_\_\_\_\_

Country \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Website \_\_\_\_\_

Contact person\* (First, Last) \_\_\_\_\_

Job Title\* \_\_\_\_\_

Job Role\* \_\_\_\_\_

E-mail\* \_\_\_\_\_

Phone\* \_\_\_\_\_

**Organization Type:**

**Government**

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

**Education**

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

**Non-Profit (Please include documentation demonstrating non-profit status)**

- Church
- Medical Facility
- Other

**REFERRED BY**

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show \_\_\_\_\_
- Search Engine/Web Search

**RETURN COMPLETED AGREEMENT TO:**

Sourcewell  
202 12<sup>th</sup> Street NE  
P.O. Box 219  
Staples, MN 56479

877-585-9706  
[membership@sourcewell-mn.gov](mailto:membership@sourcewell-mn.gov)

*\*Denotes required information*



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (5:45 PM) Bucket Truck Procurement - Public Works,

**SUMMARY:**

Public Works staff is requesting a bucket truck purchase for maintaining the City's streets and utilities from Altec Industries, Inc. in the amount of \$239,991.10, using the Sourcewell Cooperative Purchasing Agreement.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:**

I move to forward the Bucket Truck Procurement from Altec Industries, Inc., in the amount of \$239,991.10, for approval with the April 14, 2020 Consent Agenda.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	\$239,991.10
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$239,991.10
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** Public Works has a need for a Bucket Truck for the maintenance of the City's streets and utilities.

Public Works vehicles typically follows a ten-year replacement schedule or 100,000 miles, depending on the amount of service and type of use. This proposed purchase replaces equipment number 68 (current bucket truck) and is listed on the 2020 CIP for replacement. Additional funds will be used for upfitting.

Staff has worked with vendor Altec Industries, Inc. via the Sourcewell Cooperative Agreement (contract #012418-ALT) in the amount of \$239,991.10 for the purchase of a Altec Model TA50 Bucket Truck. City staff recommends purchasing through this cooperative agreement to take advantage of volume pricing discounts.

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 Cummins L9 diesel engine which can accept biodiesel.

**ATTACHMENTS:**

[Bucket Truck Quote.pdf](#)

**FISCAL DETAILS:** There is \$325,000 in the Streets fund in 2020 for the purchase of the bucket truck.

**Fund Name(s):** Streets Fund

**Coding:**

Quoted for: City of Brainbridge  
Customer Contact:  
Phone: / Email:

Quoted by: Elizabeth Martin  
Phone: / Email: 425-308-3513  
Altec Account Manager: Nick Zevenbergen

**REFERENCE ALTEC MODEL**

TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$181,795
------	--	-----------

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

1	TA60-US55	Articulating Telescopic Aerial Device with Material Handling (Insulated) - 55'	-\$2,750
2			
3			
4			

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

1	CG	Cab Guard	\$2,858
2	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	\$148
3	CHOCKS	Rubber Wheel chocks and holders (Qty. two)	\$51
4	CHOCKS	Rubber Wheel chocks and holders (Qty. two)	\$51
5	CH	Cone Holder, Fold Over Post Style	\$277
6	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$561
7	ICD	CD PLAYER, CRUISE CONTROL & TILT STEERING	\$640
8	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$709
9	SPOT5	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	\$410
<b>SOURCEWELL OPTIONS TOTAL:</b>			<b>\$184,750</b>

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT	Custom Tool Circuit on platform	\$31,221	
3	BODY	Altec Custom T-24 T-Box		
4	BODY & CHASSIS ACC	Platform Access Ladder from flatbed with grab handle, Ring Style cone holder ILO Fold over style		
5	ELECTRICAL	Go-light Brush Guard, Work Light, Grounding System		
7	CHASSIS	Altec Supplied Chassis - International HV607 4X2		
<b>OPEN MARKET OPTIONS TOTAL:</b>				<b>\$31,221</b>

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$215,971**  
**Delivery to Customer: \$3,600**  
**TOTAL FOR UNIT/BODY/CHASSIS: \$219,571**

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1		+ WA state sales tax @ 9.7%	19,761.39
2		+ Motor Vehicle sales tax @ 2.9%	658.71
3			
4			

\*\*Pricing valid for 45 days\*\* *Grand total \$239,991.10*

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified  
**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.  
**TO ORDER:** To order, please contact the Altec Account Manager listed above.  
**CHASSIS:** Per Altec Commercial Standard  
**DELIVERY:** No later than 390 days ARO, FOB Customer Location  
**TERMS:** Net 30 days  
**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.  
**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.  
**BUILD LOCATION:** St. Jo



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (5:50 PM) Future Council Agendas,

**SUMMARY:** Council will discuss plan for upcoming meetings. A list of previously anticipated topics for March and April is attached.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Discussion.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Planned CC Mar-Apr Agenda Topics.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## Memorandum

Date: 3/20/2020  
To: City Council  
From: Morgan Smith, City Manager  
Subject: Agenda Topics Previously Planned for March and April

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### **Mar. 17 Study Session:**

- Climate Action Plans draft goals
- Res. On Climate Emergency
- Sustainable Trans. Plan Update
- CIP workshop #1
- SMP response from DOE re: critical areas and nonconforming limited amendment
- CM Pollock's question related to interim zoning control for FAR
- Transportation projects for regional and countywide funding
- Code of Conduct and Ethics Program Review

### **Mar. 24 Business Meeting:**

- Proclamation for Trans Visibility Day
- Proclamation for Heritage Tree Month
- Public Safety Q1 Briefing
- Discussion on Self-storage moratorium
- Proposal from BIMPRD to manage City Dock
- Options for Sportsman Club/New Brooklyn intersection project
- Update on conditions/issues related to Harbor Square fence/Bainbridge Landing path
- UAC workplan update and recommendation on small water systems
- Funding request from AHB
- Recs from PAC on new public art projects
- City Council Mar. 6 retreat follow-up (goals for 2020, 2021-22 budget priorities)

### **April 7 Study Session Agenda Items**

- 2020 Communications Plan
- Sustainable Transportation Plan Update - Public Work

### **April 14 Business Meeting Agenda Items**

- Wyatt Way Reconstruction Professional Services Agreement Amendment No. 5
- Set Public Hearing for Ordinance No. 2020-11, Extending Small Wireless Facilities Design Standards Interim Official Control
- Ordinance No. 2020-10 Relating to an Interim Zoning Control Suspending BIMC 18.12.030.E. and Related Provisions Regarding Floor Area Ratio Bonus Density Options, Except for Sections E.1. and E.6. of BIMC 18.12.030.E.
- Proclamation Declaring April 22, 2020, as "Bainbridge Island Earth Day"
- Proclamation Declaring April 24, 2020 as "Arbor Day"
- Ordinance 2020-03 "Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 BIMC
- Country Club Road Emergency Declaration and Project Discussion
- Resolution No. 2020-04 Amending the City's Fee Schedule to add a "Temporary Construction Staging Permit" fee
- Resolution No. 2020-03, Madison Place Final Subdivision
- 2020 Kitsap Regional Coordinating Council (KRCC) ILA Amendment
- Ordinance No. 2020-01, Updating the City's General Code Enforcement Process Contained in Chapter 1.26 BIMC
- Dump Truck Procurement - Public Works
- City Hall Repair Project Contract Award
- Visconsi / Sound to Olympics Trail Project Update and Budget Amendment
- Extend Interim Small Wireless Facility Design Standards
- Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property
- Ordinance No. 2020-02 Relating to Accessory Dwelling Units (ADUs) PLACEHOLDER

**April 21 Study Session Agenda Items**

- The future of the Transportation Benefit Fund for Road Repairs and Maintenance
- Discussion of Possible Transfer of Development Rights (TDR), Inclusionary Zoning / Multifamily Tax Exemption Programs – PLACEHOLDER
- Lower Lovell Beach Main Replacement Project Discussion
- Financial Policies Presentation
- 2021-26 Capital Improvement Plan Development Discussion
- Sustainable Transportation Plan Update

**April 28 Business Meeting Agenda Items**

- Proclamation Declaring the Week of May 10 - 16, 2020 as "Bainbridge Island Police Week
- Public Hearing on Ordinance No. 2020-11, Extending Small Wireless Facilities Design Standards Interim Official Control
- Ordinance No. 2020-XX Relating to 2020 1st Quarter Budget and Updated Capital Improvement Plan Amendments -



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (6:10 PM) Public Hearing on Ordinance No. 2020-09, Related to Extending the Moratorium on Certain Development Activities - Planning,

**SUMMARY:**

The development moratorium that was initially enacted via Ordinance No. 2018-02 is scheduled to expire on April 3, 2020 unless the City Council takes further action before such date. The Council considered the moratorium on March 3 and 10, 2020, and directed City staff to prepare an ordinance for the Council's consideration to allow the Council to possibly extend the moratorium beyond the current April 3 expiration date in its current form. That ordinance is attached and a public hearing will be conducted to consider that ordinance and the possible extension of the moratorium to October 3, 2020.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** Conduct public hearing.

I move to approve Ordinance No. 2020-09.

**STRATEGIC PRIORITY:** Green, Well-Planned Community

**FISCAL IMPACT:**

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

**BACKGROUND:**

The Whereas clauses in the attached ordinance, Ordinance No. 2020-09, provide significant detail regarding the basis for the moratorium and the City Council actions that have occurred related to the moratorium. The ordinance also describes the basis to possibly extend the moratorium in its current form for an additional six months to October 3, 2020, which would allow the City more time to complete the remaining tasks on the moratorium work plan.

The Council will conduct a public hearing related to Ordinance No. 2020-09. Following the hearing, if the Council so chooses, it can enact the ordinance and extend the moratorium as described in the ordinance.

The ordinance includes an updated work plan schedule. Also attached is a map of the area of the City to which the moratorium applies, as well as a summary of the types of activities to which the moratorium applies.

Additionally, the ordinance that describes the moratorium in its current form, Ordinance No. 2019-26, is attached. As proposed, the new ordinance, Ordinance No. 2020-09, would amend Ordinance No. 2019-26 and extend the existing moratorium in its current form until October 3, 2020.

**ATTACHMENTS:**

[Ordinance No. 2020-09 Extending the Development Moratorium - Public Hearing Draft](#)

[Exhibit A to Ordinance No. 2020-09 - Updated Work Plan](#)

[Exhibit B to Ordinance No. 2020-09 - Winslow Master Plan Study Area Map](#)

[Development Moratorium Handout 20191204](#)

[ORDINANCE NO. 2019-26 \(Current Moratorium Ordinance\)](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-09**  
(For Public Hearing)

**AN ORDINANCE** of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2019-26; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months to October 3, 2020.

**WHEREAS**, on January 9, 2018, the City Council enacted Ordinance No. 2018-02 and thereby established a temporary emergency moratorium on the acceptance and processing of certain Permit Applications, as defined in Section 2 of Ordinance No. 2018-02; and

**WHEREAS**, the City Council and City staff received feedback and comment from individuals related to the moratorium and, based partly on that feedback and comment, the Council determined that certain exclusions to the moratorium needed to be amended to clarify the Council's intent regarding such exclusions; and

**WHEREAS**, on January 16, 2018, the Council enacted Ordinance No. 2018-03, which amended Ordinance No. 2018-02 to clarify some of the exclusions; and

**WHEREAS**, the Council and City staff received additional feedback and comment from individuals related to the moratorium and, based partly on that feedback, the Council determined that further amendment was necessary to clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

**WHEREAS**, on February 15, 2018, the Council enacted Ordinance No. 2018-05, which amended and restated Ordinance No. 2018-02 and Ordinance No. 2018-03; and

**WHEREAS**, based on additional information and consideration related to educational facilities and preschools, as well as related to the applicability of the moratorium in the Mixed Use Town Center/Central Core Overlay District, on March 13, 2018, the Council approved Ordinance No. 2018-09 to further clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

**WHEREAS**, this moratorium was imposed, in part, to allow the City Council and City staff adequate time to complete the Critical Areas Ordinance Update process, and to address the Council's concerns about the City's development review process, standards, and guidelines, as well as regarding affordable housing related issues; and

**WHEREAS**, the Council adopted the Critical Areas Ordinance Update (Ordinance No. 2018-01) on February 27, 2018, and the updated Critical Areas Ordinance took effect on April 23, 2018; and

**WHEREAS**, critical areas within the City's shoreline jurisdiction are regulated by the City's shoreline master program (see, e.g., Chapter 16.12 BIMC, RCW 36.70A.480(3)(b)); and

**WHEREAS**, integration of applicable critical areas regulations into the shoreline master program is essential to ensuring adequate protection of critical areas within the shoreline jurisdiction and no net loss of shoreline ecological functions; and

**WHEREAS**, regulations for critical areas within the City's shoreline jurisdiction are in the process of being updated through an amendment of the City's shoreline master program consistent with the Shoreline Management Act and that amendment process was ongoing as of July 9, 2018, which was the original date that the moratorium was set to expire, and that process continues to be ongoing; and

**WHEREAS**, the City Council approved Ordinance No. 2018-14 on April 24, 2018, amending the development moratorium in order to have the provisions of Section 3.B. only apply within the City's shoreline jurisdiction areas (Chapter 16.12 BIMC); and

**WHEREAS**, a number of moratorium priorities were identified at a joint meeting of the City's Design Review Board and Planning Commission on February 22, 2018, including the following:

- (1) Revise review procedures for preliminary subdivisions to include the Design Review Board and Planning Commission in process; and
- (2) Analyze alternatives to decision-making authority for the Design Review Board, Planning Commission, and Hearing Examiner for subdivisions, conditional use permits, and site plan and design review; and
- (3) Identify specific development standards to review/revise in Chapters 18.12 and 18.15 of the Bainbridge Island Municipal Code; and
- (4) Initiate rewrite of subdivision design standards in Chapter 17.12 of the Bainbridge Island Municipal Code; and

**WHEREAS**, at the April 3, 2018, City Council study session, the City's Department of Planning and Community Development provided a briefing on the Design Review Board and Planning Commission joint meeting wherein the Council authorized staff to proceed with a work plan addressing the priorities identified at the joint meeting; and

**WHEREAS**, on April 2 and 23, May 7 and 21, June 4 and 18, August 6, 13, and 20, September 4 and 17, and October 15, 2018, the City's Design Review Board discussed alternatives for revisions to the City's land use review procedures and/or subdivision design guidelines; and

**WHEREAS**, on March 22, May 10, June 7, 14, and 21, July 12 and 26, August 9, 23, and 30, September 13 and 27, October 25, November 8 and 29, and December 13, 2018, as well as on January 10, and February 13 and 28, 2019, the City's Planning Commission discussed alternatives for revisions to the City's land use review procedures, subdivision design guidelines, and/or subdivision standards; and

**WHEREAS**, the City provided legal background on the roles of land use bodies, presented in a memorandum from attorney James E. Haney (outside legal counsel for the City) entitled, “*Roles of City Council, Planning Commission, Design Review Board, and Hearing Examiner in Land Use Permits*,” dated June 1, 2018, and the City Council had a special workshop related to land use review procedures on August 27, 2018; and

**WHEREAS**, the City’s Planning Commission completed their review of land use review procedures and forwarded their recommendations on those issues to the City Council, and on December 11, 2018, the Council enacted Ordinance No. 2018-20 related to revisions and updates to the City’s land use review procedures; and

**WHEREAS**, in addition to updating standards, guidelines, and land use procedures, another moratorium work plan item was to update the decision criteria for Site Plan and Design Review and Conditional Use Permits to ensure that future development is appropriately and thoroughly analyzed; and

**WHEREAS**, together with the land use review procedural changes approved by Ordinance No. 2018-20, amending the Site Plan and Design Review and Conditional Use Permits decision criteria implements Land Use Element Policies LU 6.5 and LU 6.8; and

**WHEREAS**, the Planning Commission discussed Ordinance No. 2019-24 modifying the decision criteria for Site Plan and Design Review during five meetings in 2019, including on March 14, August 8 and 22 (public hearing), September 5 and 26, and October 10, 2019, and recommended approval to the City Council; and

**WHEREAS**, the City Council discussed Ordinance No. 2019-24 on November 26, 2019 and again on December 10, 2019 and approved the ordinance on December 10, 2019; and

**WHEREAS**, as part of the Planning Commission’s review and consideration of the City’s subdivision review procedures, design guidelines, and standards, the Commission reviewed the proposed ordinance related to such regulations, Ordinance No. 2019-03; and

**WHEREAS**, on February 13, 2019, and continuing to February 28, 2019, the Planning Commission conducted a public hearing on Ordinance No. 2019-03, and subsequently forwarded the proposed ordinance and their recommendations to the City Council; and

**WHEREAS**, each of the multiple Design Review Board and Planning Commission meetings as described above included an opportunity for public comment on the alternatives for revisions to the City’s subdivision guidelines, standards, dimensional standards, and/or land use review procedures; and

**WHEREAS**, the City Council reviewed and considered proposed updates to the City’s subdivision regulations at regularly scheduled meetings on September 4 and 11, October 9, and December 4, 2018, and January 22, 2019; and

**WHEREAS**, the City Council considered the Planning Commission’s recommendations related to proposed updates to the City’s subdivision regulations as included in Ordinance No. 2019-03, including at Council meetings on March 19, April 2 and 16, May 28, and July 23, 2019;

**WHEREAS**, the City Council held a public hearing on Ordinance No. 2019-03 on August 27, 2019 and September 24, 2019; and

**WHEREAS**, the City Council approved Ordinance No. 2019-03 on September 24, 2019 related to updates to the City’s subdivision regulations, and the ordinance went into effect on October 24, 2019; and

**WHEREAS**, City staff worked with the Design Review Board and a consultant team related to updating the City’s Design Guidelines (BIMC 18.18.030) more generally (i.e., the design guidelines that aren’t included in the separate effort described above related to design guidelines for subdivisions), and that work was completed in August 2019; and

**WHEREAS**, on January 30 and May 22, 2019, the City hosted public meetings on the design review regulations update; and

**WHEREAS**, on March 18, April 1, May 6, June 17, and July 15, 2019, the City’s Design Review Board discussed the design review regulations update; and

**WHEREAS**, at the February 5 and June 4, 2019 City Council study sessions, the City’s consultant, Framework, provided briefings on the design review regulations update; and

**WHEREAS**, the Planning Commission held a public hearing on Ordinance No. 2019-25 (related to design review regulations) on September 5, 2019; and

**WHEREAS**, City staff provided the Planning Commission’s September 5, 2019 recommendations related to the design review regulations update to the City Council for consideration at the Council’s September 17, 2019 study session; and

**WHEREAS**, the City Council held a public hearing on Ordinance No. 2019-25 and subsequently approved the ordinance on September 24, 2019, after considering the input it received related to Ordinance No. 2019-25 prior to adopting the ordinance; and

**WHEREAS**, on June 12, 2018, the City Council authorized the execution of a professional services agreement to conduct an economic market analysis and feasibility study regarding a new inclusionary zoning program and updates to the City’s Transfer of Development Rights program, both of which address affordable housing related issues; and

**WHEREAS**, on July 24, 2018, the Affordable Housing Task Force (“AHTF”) presented its final report to the City Council and the Council discussed the recommendations more thoroughly on August 21, 2018; and

**WHEREAS**, on October 2 and December 4, 2018, the City Council received a project update on the economic market analysis from the consultant (ECONorthwest/Forterra) related to inclusionary zoning and possible updates to the City's Transfer of Development program; and

**WHEREAS**, on February 19, 2019, the City Council reviewed and provided direction to staff related to the ECONorthwest/Forterra final report and the AHTF report recommendations, and the Council discussed the status of the Council's Affordable Housing Ad Hoc Committee; and

**WHEREAS**, City staff members continue to work on prioritizing and organizing work on the inclusionary zoning and other AHTF report recommendations which were endorsed by the Council at its February 19, 2019, meeting and work is ongoing in this effort; and

**WHEREAS**, the City Council had policy discussions on September 17, 2019 and February 4, 2020 regarding inclusionary zoning or multifamily property tax exemption programs; and

**WHEREAS**, on February 27, 2018, the City Council was provided with a moratorium work program; and

**WHEREAS**, on April 10, May 22, June 5, June 19, July 17, August 21, September 4 and 18, October 2 and 16, November 6 and 20, and December 4, 2018, as well as on January 15, February 5 and 19, March 5 and 19, April 2 and 16, May 7 and 21, June 4 and 18, July 2 and 16, August 6 and 20, September 3 and 17, November 5, and December 3, 2019, and January 7, February 4, and March 3, 2020, the City Council was provided further moratorium work program status report updates; and

**WHEREAS**, on June 26, 2018, the City Council held a public hearing and approved Ordinance No. 2018-23, extending the development moratorium for another 90 days until October 9, 2018; and

**WHEREAS**, on September 25, 2018, the City Council held a public hearing and approved Ordinance No. 2018-41, and thereby extended the development moratorium for another six (6) months, and in so doing narrowed the moratorium to remove two-lot short subdivisions in which there is an existing single-family residence from the moratorium; and

**WHEREAS**, on October 16, 2018, the City Council discussed integrating critical area regulations into the Shoreline Master Program (Chapter 16.12 BIMC) and made the policy decision to not apply new Aquifer Recharge Protection Area regulations (BIMC 16.20.100) within the City's shoreline jurisdiction areas; and

**WHEREAS**, as a result of that policy decision, and the City Council's affirmation on October 23, 2018 that the moratorium should be narrowed in that manner, the Council directed staff to prepare an ordinance to entirely remove Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City's shoreline jurisdiction areas) from the moratorium; and

**WHEREAS**, on October 23, 2018, the City Council discussed additional revisions to the development moratorium, including related to excluding from the moratorium certain permit applications for development in the Business/Industrial zoning district, and the Council directed staff to prepare an ordinance to narrow the moratorium accordingly; and

**WHEREAS**, on October 23, 2018, the City Council also discussed potentially further narrowing provisions of the moratorium related to applications for new short subdivisions that the Council had previously narrowed, and the Council decided to not take such action at that time pending the Planning Commission's ongoing but not yet completed work related to subdivisions, including new subdivision design guidelines and revised subdivision standards and review procedures; and

**WHEREAS**, on October 23, 2018, the City Council also discussed issues related to making condominiums out of accessory dwelling units ("ADUs") and common ownership of ADUs, and the Council directed staff to work on possible revisions to the BIMC to allow the Council to further consider the common ownership issue related to ADUs; and

**WHEREAS**, the City Council discussed requiring common ownership for new ADUs at its meetings on June 18, July 23, September 10, and October 22, 2019, and directed staff to begin legislative review with the Planning Commission to adopt such regulations via draft Ordinance No. 2019-09; and

**WHEREAS**, the Planning Commission discussed Ordinance No. 2019-09 on December 12, 2019 and then held a public hearing on Ordinance No. 2020-02 (formerly Ordinance No. 2019-09) on January 9, 2020; and

**WHEREAS**, on January 9, 2020, the Planning Commission created a temporary subcommittee to further discuss these topics and other ADU regulations, and that subcommittee submitted recommended changes related to Ordinance No. 2020-02 to the Planning Commission at its February 13, 2020 meeting; and

**WHEREAS**, the Planning Commission endorsed the subcommittee recommendations on February 13, 2020, and reviewed amended Ordinance No. 2020-02 on February 27, 2020; and

**WHEREAS**, the Planning Commission held another public hearing on Ordinance No. 2020-02 on March 12, 2020, and after closing the public hearing, recommended approval of Ordinance No. 2020-02 to the City Council; and

**WHEREAS**, on November 13, 2018, the City Council approved Ordinance No. 2018-43, and thereby narrowed the moratorium as requested by the Council and described above related to entirely removing Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City's shoreline jurisdiction areas) from the moratorium, and broadening an exclusion related to certain Major Site Plan and Design Review and Major Conditional Use Permit proposals to include in that exclusion such proposals for properties located in the Business/Industrial District; and

**WHEREAS**, although the City has been working to address the land use issues identified in the development moratorium, as described above, the work is ongoing and not yet completed on affordable housing and some other moratorium work plan items; and

**WHEREAS**, on September 3 and 10, 2019, the City Council discussed the moratorium, including the option of extending it for two additional months (to December 3, 2019) to allow time for public outreach to educate the public about the new subdivision standards and design review regulations and to possibly extend a more narrow form of the moratorium beyond December 3, 2019, in order to adopt affordable housing requirements; and

**WHEREAS**, it was anticipated that an extended moratorium would be narrowed to apply only to certain types of development in the Winslow Master Plan Study Area, with some exceptions; and

**WHEREAS**, on September 24, 2019, the City Council enacted Ordinance No. 2019-26, which extended the moratorium in its then-current form until December 3, 2019, and in a more narrow form from December 4, 2019, until April 3, 2020; and

**WHEREAS**, the City Council had a policy discussions on February 4, 2020 regarding inclusionary zoning and multifamily property tax exemption programs, and it is expected that the Council will continue this policy discussion in the Spring of 2020; and

**WHEREAS**, the City Council is currently scheduled to discuss and consider Ordinance No. 2020-02 (related to requiring common ownership for ADUs) in April 2020 or thereafter; and

**WHEREAS**, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

**WHEREAS**, the moratorium promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which this moratorium was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency, except as described above, nor the effective date of the moratorium, which is January 9, 2018.

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

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the moratorium, as established by Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, and 2019-26.

**Section 2. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the moratorium at its meeting on March 24, 2020, and took public testimony and considered further findings of fact.

**Section 3. Moratorium Amended.** The moratorium is hereby amended, as also stated in Section 7 below, to extend the moratorium in its current form as described in Ordinance No. 2019-26 for six months until October 3, 2020.

**Section 4. Moratorium Work Plan.** As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made, and the City has thereby previously extended the moratorium as described herein based on the work plan that has been developed and the findings of fact that have been made in this ordinance and the previous ordinances related to this moratorium, and the City is hereby extending the moratorium for an additional six months based on an updated work plan (see attached Exhibit A), conducting another public hearing, and adopting additional findings of fact as stated in 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. No Change to Basis for Declaration of Emergency or Effective Date.** This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declarations stated in the moratorium ordinances which preceded this ordinance, Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, and 2019-26, except as described in the “Whereas” clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the “Whereas” clauses of Ordinance No. 2018-02 and Ordinance No. 2018-03, and were restated and supplemented in Ordinance No. 2018-05 and Ordinance No. 2018-09, and Ordinance Nos. 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, and 2019-26, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact.

**Section 7. Change to Duration to October 3, 2020.** This ordinance amends Ordinance No. 2019-26 and hereby extends the current moratorium, and this ordinance shall cause the moratorium to remain effective in its current form until October 3, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the moratorium, which is January 9, 2018. The Council may, at its sole discretion, renew the moratorium for one or more six (6) month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this 24<sup>th</sup> day of March, 2020.

APPROVED by the Mayor this 24<sup>th</sup> day of March, 2020.

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Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

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Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK	March 20, 2020
PASSED BY THE CITY COUNCIL	March ____, 2020
PUBLISHED:	March _____, 2020
EFFECTIVE DATE:	_____, 2020
ORDINANCE NO:	2020-09

Attached:

Exhibit A (Updated Work Plan)

Exhibit B (Winslow Master Plan Study Area)

## Exhibit A

### Moratorium on Certain Development – Updated Work Plan Schedule Ordinance No. 2020-09 (April 2020 – October 2020)

Work Program Item	Description
Critical Areas Ordinance	<p>Adopt the new critical areas ordinance (CAO) into the Shoreline Master Plan (SMP). The City sent a draft ordinance to the Dept. of Ecology (Ecology) and received their response on December 9, 2019. Ecology determined that the amendment is largely consistent but have identified elements that appear inconsistent with applicable laws and rules. It is anticipated that City staff will return to the Council in Spring 2020 to discuss Ecology’s inconsistent elements before beginning the legislative process to update the SMP to integrate the CAO.</p>
Affordable Housing	<p>Develop an affordable housing work program in response to an Inclusionary Zoning Feasibility Analysis and Affordable Housing Task Force reports. Affordable housing tools that are being considered for adoption include inclusionary zoning and the multifamily property tax exemption.</p> <p>The City Council had a policy discussions on February 4, 2020 regarding inclusionary zoning and multifamily property tax exemption programs, and it is anticipated that the Council will continue this policy discussion in the Spring of 2020.</p> <p>The Council is scheduled to discuss and consider Ordinance 2020-02 (related to requiring common ownership for ADUs) in April 2020 or thereafter.</p> <p>The Council has requested that the Planning Commission provide policy recommendations on alternative affordable housing types including tiny homes, recreational vehicles as residences, and tiny home villages. The Planning Commission began discussing tiny homes as a permitted use along with the ADU ordinance, Ordinance No. 2020-02, and elected to further discuss tiny homes in a separate, future ordinance. It is anticipated that consideration of this topic will continue with the Planning Commission in the Spring 2020.</p>



December 4, 2019

**DEVELOPMENT MORATORIUM SUMMARY:** Effective beginning January 9, 2018 through December 3, 2019. A narrowed development moratorium will be in effect beginning December 4, 2019 until April 3, 2020

On September 24, 2019 the City Council approved Ordinance 2019-26, which extended the development moratorium **AS IS through December 3, 2019**. On December 4, the development moratorium will be narrowed, but in effect until April 3, 2020. The development moratorium before and after December 3, 2019 is described below.

**Development Activity PROHIBITED During the Narrowed Moratorium (December 4, 2019-April 3, 2020)**

Subject to the exclusions below, the moratorium shall apply to Major Site Plan and Design Review and Major Conditional Use Permit proposals that are for development within the Winslow Master Plan Study Area (see map on next page) and did not, before the effective date of the moratorium, have a pre-application conference on the Planning Department's calendar.

***EXCEPTIONS to the Above Development Activities Prohibited During the Narrowed Moratorium:***

Exclusions.

1. The moratorium shall not apply in the Mixed-Use Town Center/Central Core Overlay District.
2. The moratorium shall not apply to development proposals that include 10% or more of total residential units designated as affordable housing. "Affordable housing" means affordable housing as governed by Chapters 18.21 and 18.12 of the Bainbridge Island Municipal Code ("BIMC"), as well as BIMC 18.36.030.
3. The moratorium shall not apply to subdivisions.
4. The moratorium shall not apply to permits and approvals for affordable housing projects that qualify as Housing Design Demonstration Project (HDDP) Tier 3 projects pursuant to BIMC 2.16.020.S. and Table 2.16.020.S-1.
5. The moratorium shall not apply to permits and approvals for government facilities and structures; educational facilities and preschools; wireless communication facilities; and emergency medical and disaster relief facilities.

## **ORDINANCE NO. 2019-26**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2019-10; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium in its current form for two months until December 3, 2019, and in a more narrow form from December 4, 2019, until April 3, 2020.

**WHEREAS**, on January 9, 2018, the City Council enacted Ordinance No. 2018-02 and thereby established a temporary emergency moratorium on the acceptance and processing of certain Permit Applications, as defined in Section 2 of Ordinance No. 2018-02; and

**WHEREAS**, the City Council and City staff received feedback and comment from individuals related to the moratorium and, based partly on that feedback and comment, the Council determined that certain exclusions to the moratorium needed to be amended to clarify the Council's intent regarding such exclusions; and

**WHEREAS**, on January 16, 2018, the Council enacted Ordinance No. 2018-03, which amended Ordinance No. 2018-02 to clarify some of the exclusions; and

**WHEREAS**, the Council and City staff received additional feedback and comment from individuals related to the moratorium and, based partly on that feedback, the Council determined that further amendment was necessary to clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

**WHEREAS**, on February 15, 2018, the Council enacted Ordinance No. 2018-05, which amended and restated Ordinance No. 2018-02 and Ordinance No. 2018-03; and

**WHEREAS**, based on additional information and consideration related to educational facilities and preschools, as well as related to the applicability of the moratorium in the Mixed Use Town Center/Central Core Overlay District, on March 13, 2018, the Council approved Ordinance No. 2018-09 to further clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

**WHEREAS**, this moratorium was imposed, in part, to allow the City Council and City staff adequate time to complete the Critical Areas Ordinance Update process, and to address the Council's concerns about the City's development review process, standards, and guidelines, as well as regarding affordable housing related issues; and

**WHEREAS**, the Council adopted the Critical Areas Ordinance Update (Ordinance No. 2018-01) on February 27, 2018, and the updated Critical Areas Ordinance took effect on April 23, 2018; and

**WHEREAS**, critical areas within the City's shoreline jurisdiction are regulated by the City's shoreline master program (see, e.g., Chapter 16.12 BIMC, RCW 36.70A.480(3)(b)); and

**WHEREAS**, integration of applicable critical areas regulations into the shoreline master program is essential to ensuring adequate protection of critical areas within the shoreline jurisdiction and no net loss of shoreline ecological functions; and

**WHEREAS**, regulations for critical areas within the City's shoreline jurisdiction are in the process of being updated through an amendment of the City's shoreline master program consistent with the Shoreline Management Act and that amendment process was ongoing as of July 9, 2018, which was the original date that the moratorium was set to expire, and that process continues to be ongoing; and

**WHEREAS**, the City Council approved Ordinance 2018-14 on April 24, 2018, amending the development moratorium in order to have the provisions of Section 3.B. only apply within the City's shoreline jurisdiction areas (Chapter 16.12 BIMC); and

**WHEREAS**, a number of moratorium priorities were identified at a joint meeting of the City's Design Review Board and Planning Commission on February 22, 2018, including the following:

(1) Revise review procedures for preliminary subdivisions to include the Design Review Board and Planning Commission in process; and

(2) Analyze alternatives to decision-making authority for the Design Review Board, Planning Commission, and Hearing Examiner for subdivisions, conditional use permits, and site plan and design review; and

(3) Identify specific development standards to review/revise in Chapters 18.12 and 18.15 of the Bainbridge Island Municipal Code; and

(4) Initiate rewrite of subdivision design standards in Chapter 17.12 of the Bainbridge Island Municipal Code; and

**WHEREAS**, at the April 3, 2018, City Council study session, the City's Department of Planning and Community Development provided a briefing on the Design Review Board and Planning Commission joint meeting wherein the Council authorized staff to proceed with a work plan addressing the priorities identified at the joint meeting; and

**WHEREAS**, on April 2 and 23, May 7 and 21, June 4 and 18, August 6, 13 and 20, September 4 and 17, and October 15, 2018, the City's Design Review Board discussed alternatives for revisions to the City's land use review procedures and/or subdivision design guidelines; and

**WHEREAS**, on March 22, May 10, June 7, 14, and 21, July 12 and 26, August 9, 23, and 30, September 13 and 27, October 25, November 8 and 29, and December 13, 2018, as well

as on January 10, and February 13 and 28, 2019, the City’s Planning Commission discussed alternatives for revisions to the City’s land use review procedures, subdivision design guidelines, and/or subdivision standards; and

**WHEREAS**, the City provided legal background on the roles of land use bodies, presented in a memorandum from attorney James E. Haney (outside legal counsel for the City) entitled, “*Roles of City Council, Planning Commission, Design Review Board, and Hearing Examiner in Land Use Permits*,” dated June 1, 2018, and the City Council had a special workshop related to land use review procedures on August 27, 2018; and

**WHEREAS**, the City’s Planning Commission completed their review of land use review procedures and forwarded their recommendations on those issues to the City Council, and on December 11, 2018, the Council enacted Ordinance No. 2018-20 related to revisions and updates to the City’s land use review procedures; and

**WHEREAS**, as part of the Planning Commission’s review and consideration of the City’s subdivision review procedures, design guidelines, and standards, the Commission has reviewed the proposed ordinance related to such regulations, Ordinance No. 2019-03; and

**WHEREAS**, on February 13, 2019, and continuing to February 28, 2019, the Planning Commission conducted a public hearing on Ordinance No. 2019-03, and subsequently forwarded the proposed ordinance and their recommendations to the City Council; and

**WHEREAS**, each of the multiple Design Review Board and Planning Commission meetings as described above included an opportunity for public comment on the alternatives for revisions to the City’s subdivision guidelines, standards, dimensional standards, and/or land use review procedures; and

**WHEREAS**, the City Council reviewed and considered proposed updates to the City’s subdivision regulations at regularly scheduled meetings on September 4 and 11, October 9, and December 4, 2018, and January 22, 2019; and

**WHEREAS**, the City Council is in the process of considering the Planning Commission’s recommendations related to proposed updates to the City’s subdivision regulations as included in Ordinance No. 2019-03, including at the Council’s meetings on March 19, April 2 and 16, May 28, and July 23, 2019; and

**WHEREAS**, the City Council held a public hearing on Ordinance 2019-03 on August 27, 2019, and September 24, 2019; and

**WHEREAS**, City staff is working with the Design Review Board and a consultant team related to updating the City’s Design Guidelines (BIMC 18.18.030) more generally (i.e., the design guidelines that aren’t included in the separate effort described above related to design guidelines for subdivisions), and that work was completed in August 2019; and

**WHEREAS**, on January 30 and May 22, 2019, the City hosted public meetings on the design review regulations update; and

**WHEREAS**, on March 4 and 18, April 1, May 6, June 17, and July 15, 2019, the City's Design Review Board discussed the design review regulations update; and

**WHEREAS**, at the February 5 and June 4, 2019, City Council study sessions, the City's consultant, Framework, provided briefings on the design review regulations update; and

**WHEREAS**, the Planning Commission held a public hearing on Ordinance No. 2019-25 (related to design review regulations) on September 5, 2019; and

**WHEREAS**, City staff provided the Planning Commission's September 5, 2019, recommendations related to the design review regulations update to the City Council for consideration at the Council's September 17, 2019, study session; and

**WHEREAS**, the City Council held a public hearing on Ordinance No. 2019-25 on September 24, 2019, and considered the input it received related to Ordinance No. 2019-25 prior to adopting the ordinance; and

**WHEREAS**, on June 12, 2018, the City Council authorized the execution of a professional services agreement to conduct an economic market analysis and feasibility study regarding a new inclusionary zoning program and updates to the City's Transfer of Development Rights program, both of which address affordable housing related issues; and

**WHEREAS**, on July 24, 2018, the Affordable Housing Task Force ("AHTF") presented its final report to the City Council and the Council discussed the recommendations more thoroughly on August 21, 2018; and

**WHEREAS**, on October 2 and December 4, 2018, the City Council received a project update on the economic market analysis from the consultant (ECONorthwest/Forterra) related to inclusionary zoning and possible updates to the City's Transfer of Development program; and

**WHEREAS**, on February 19, 2019, the City Council reviewed and provided direction to staff related to the ECONorthwest/Forterra final report and the AHTF report recommendations, and the Council discussed the status of the Council's Affordable Housing Ad Hoc Committee; and

**WHEREAS**, City staff members continue to work on prioritizing and organizing work on the inclusionary zoning and other AHTF report recommendations which were endorsed by the Council at its February 19, 2019, meeting and work is ongoing in this effort; and

**WHEREAS**, the City Council had a policy discussion on September 17, 2019, regarding inclusionary zoning or multifamily property tax exemption programs; and

**WHEREAS**, on February 27, 2018, the City Council was provided with a moratorium work program; and

**WHEREAS**, on April 10, May 22, June 5, June 19, July 17, August 21, September 4 and 18, October 2 and 16, November 6 and 20, and December 4, 2018, as well as on January 15, February 5 and 19, March 5 and 19, April 2 and 16, May 7 and 21, June 4 and 18, July 2 and 16, August 6 and 20, and September 3 and 17, 2019, the City Council was provided further moratorium work program status report updates; and

**WHEREAS**, on June 26, 2018, the City Council held a public hearing and approved Ordinance 2018-23, extending the development moratorium for another 90 days until October 9, 2018; and

**WHEREAS**, on September 25, 2018, the City Council held a public hearing and approved Ordinance 2018-41, and thereby extended the development moratorium for another six (6) months, and in so doing narrowed the moratorium to remove two-lot short subdivisions in which there is an existing single-family residence from the moratorium; and

**WHEREAS**, on October 16, 2018, the City Council discussed integrating critical area regulations into the Shoreline Master Program (Chapter 16.12 BIMC) and made the policy decision to not apply new Aquifer Recharge Protection Area regulations (BIMC 16.20.100) within the City's shoreline jurisdiction areas; and

**WHEREAS**, as a result of that policy decision, and the City Council's affirmation on October 23, 2018, that the moratorium should be narrowed in that manner, the Council directed staff to prepare an ordinance to entirely remove Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City's shoreline jurisdiction areas) from the moratorium; and

**WHEREAS**, on October 23, 2018, the City Council discussed additional revisions to the development moratorium, including related to excluding from the moratorium certain permit applications for development in the Business/Industrial zoning district, and the Council directed staff to prepare an ordinance to narrow the moratorium accordingly; and

**WHEREAS**, on October 23, 2018, the City Council also discussed potentially further narrowing provisions of the moratorium related to applications for new short subdivisions that the Council had previously narrowed, and the Council decided to not take such action at that time pending the Planning Commission's ongoing but not yet completed work related to subdivisions, including new subdivision design guidelines and revised subdivision standards and review procedures; and

**WHEREAS**, on October 23, 2018, the City Council also discussed issues related to making condominiums out of accessory dwelling units ("ADUs") and common ownership of ADUs, and the Council directed staff to work on possible revisions to the BIMC to allow the Council to further consider the common ownership issue related to ADUs; and

**WHEREAS**, the City Council discussed requiring common ownership for new ADUs at its meetings on June 18, July 23 and September 10, 2019, and directed staff to begin legislative review with the Planning Commission to adopt such regulations via draft Ordinance 2019-09; and

**WHEREAS**, on November 13, 2018, the City Council approved Ordinance 2018-43, and thereby narrowed the moratorium as requested by the Council and described above related to entirely removing Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City's shoreline jurisdiction areas) from the moratorium, and broadening an exclusion related to certain Major Site Plan and Design Review and Major Conditional Use Permit proposals to include in that exclusion such proposals for properties located in the Business/Industrial District; and

**WHEREAS**, although the City has been working to address the land use issues identified in the development moratorium, as described above, the updated subdivision standards and design guidelines would be adopted on September 24, 2019, at the earliest, and work is ongoing and not yet completed on affordable housing and the Site Plan and Design Review and Conditional Use Permit Decision Criteria; and

**WHEREAS**, on September 3 and 10, 2019, the City Council discussed the moratorium, including the option of extending it for two additional months (to December 3, 2019) to allow time for public outreach to educate the public about the new subdivision standards and design review regulations and to possibly extend a more narrow form of the moratorium beyond December 3, 2019, in order to adopt affordable housing requirements; and

**WHEREAS**, it is anticipated that an extended moratorium would be narrowed to apply only to certain types of development in the Winslow Master Plan Study Area, with some exceptions; and

**WHEREAS**, the City possesses land use jurisdiction and regulatory authority over the City's incorporated lands; and

**WHEREAS**, the moratorium promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which this moratorium was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency, except as described above, nor the effective date of the moratorium, which is January 9, 2018.

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

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the moratorium, as established by Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, and 2019-10.

**Section 2. Public Hearing.** Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the moratorium at its meeting on September 24, 2019, and took public testimony and considered further findings of fact.

**Section 3. Moratorium Amended.** The moratorium is hereby amended, as also stated in Section 7 and Section 8 below, to extend the moratorium in its current form for two months until December 3, 2019, and then in a more narrow form as described below until April 3, 2020.

**Section 4. Moratorium Work Plan.** As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made, and the City has thereby previously extended the moratorium as described herein based on the work plan that has been developed and the findings of fact that have been made in this ordinance and the previous ordinances related to this moratorium, and the City is hereby extending the moratorium for an additional six months based on an updated work plan (see attached Exhibit A), conducting another public hearing, and adopting additional findings of fact as stated in 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. No Change to Basis for Declaration of Emergency or Effective Date.** This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declarations stated in the moratorium ordinances which preceded this ordinance, Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, and 2019-10, except as described in the “Whereas” clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the “Whereas” clauses of Ordinance No. 2018-02 and Ordinance No. 2018-03, and were restated and supplemented in Ordinance No. 2018-05 and Ordinance No. 2018-09, and Ordinance Nos. 2018-14, 2018-23, 2018-41, 2018-43, and 2019-10, and as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact.

**Section 7. Change to Duration in Current Form to December 3, 2019.** This ordinance amending the moratorium shall cause the moratorium to remain effective in its current form until December 3, 2019, and in a more limited form as described below in Section 8 until April 3, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the moratorium, which is January 9, 2018.

**Section 8. Change to Duration in Narrowed Form from December 4, 2019, until April 3, 2020.** This ordinance amending the moratorium shall also cause a more narrow form of the moratorium to be in effect from December 4, 2019, through April 3, 2020, as follows:

A. Subject to the exclusions below, the moratorium shall apply to Major Site Plan and Design Review and Major Conditional Use Permit proposals that did not, before the effective date of the moratorium, have a pre-application conference on the Planning Department's calendar, and which proposals are for development within the Winslow Master Plan Study Area. See, Exhibit B (attached).

B. Exclusions.

(1) The moratorium shall not apply in the Mixed Use Town Center/Central Core Overlay District.

(2) The moratorium shall not apply to development proposals that include 10% or more of total residential units designated as affordable housing. "Affordable housing" means affordable housing as governed by Chapters 18.21 and 18.12 of the Bainbridge Island Municipal Code ("BIMC"), as well as BIMC 18.36.030.

(3) The moratorium shall not apply to subdivisions.

(4) The moratorium shall not apply to permits and approvals for affordable housing projects that qualify as Housing Design Demonstration Project (HDDP) Tier 3 projects pursuant to BIMC 2.16.020.S. (formerly BIMC 2.16.020.Q.) and Table 2.16.020.S-1 (formerly Table 2.16.020.Q-1).

(5) The moratorium shall not apply to permits and approvals for government facilities and structures; educational facilities and preschools; wireless communication facilities; and emergency medical and disaster relief facilities.

The moratorium shall remain effective for the updated and extended period as established for the moratorium, which is currently scheduled to expire in its current form based on this ordinance on December 3, 2019, and in a more limited form as described above until April 3, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the moratorium, which is January 9, 2018. The Council may, at its sole discretion, renew the moratorium for one or more six (6) month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this 24<sup>th</sup> day of September, 2019.

APPROVED by the Mayor this 24<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

  
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK	September 20, 2019
PASSED BY THE CITY COUNCIL	September 24, 2019
PUBLISHED:	September 27, 2019
EFFECTIVE DATE:	October 2, 2019
ORDINANCE NO:	2019-26

Attached:

Exhibit A (Work Plan)

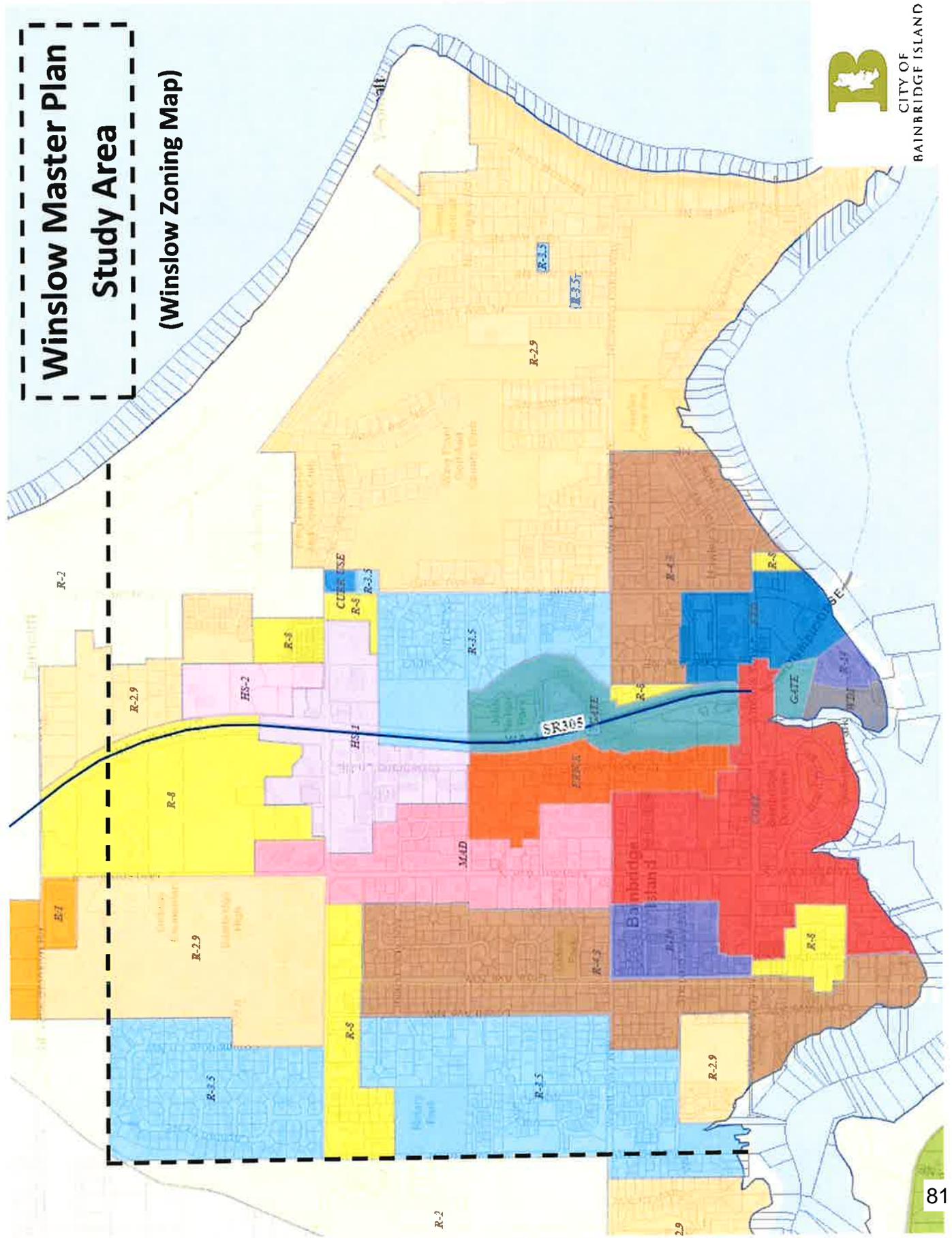
Exhibit B (Winslow Master Plan Study Area)

## Exhibit A

### Moratorium on Certain Development Work Plan Schedule Ordinance No. 2019-26 (December 2019 – June 2020)

Work Program Item	Description
<b>Subdivision Standards</b>	Revise the subdivision standards to result in residential development that reflects Comprehensive Plan goals and policies included in the land use, housing, and environmental elements. These updated standards are anticipated to be adopted at the September 24, 2019, City Council meeting (Ordinance 2019-03).
<b>Design Guidelines</b>	Update and improve the design guidelines and review process to result in higher quality development that reflects the Island's values and character. These updated design review regulations, <i>Design for Bainbridge</i> , are anticipated to be adopted at the September 24, 2019, City Council meeting (Ordinance 2019-25).
<b>Conditional Use / Site Plan Decision Criteria</b>	Revise criteria to reduce subjectivity in decision-making and better ensure outcomes consistent with the Comprehensive Plan. The Planning Commission will complete their review and recommendation on updated Decision Criteria and it is anticipated that the City Council could adopt these amendments in November 2019 (Ordinance 2019-24).
<b>Affordable Housing</b>	Develop an affordable housing work program in response to an Inclusionary Zoning Feasibility Analysis and Affordable Housing Task Force reports. Affordable housing tools being considered for adoption include Inclusionary Zoning and the Multifamily property tax exemption.

# EXHIBIT B



Winslow Master Plan  
Study Area  
(Winslow Zoning Map)





CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:20 PM) Agenda Bill for Consent Agenda,

**SUMMARY:** Consider approval of the following Consent Agenda items:

- B. Accounts Payable and Payroll
- C. City Council Study Session Minutes, March 3, 2020
- D. City Council Special Meeting Minutes, March 6, 2020
- E. City Council Regular Business Meeting Minutes, March 10, 2020
- F. Wyatt Way Reconstruction Project Contract Award
- G. Creation of a Term-Limited Position Dedicated to Public Records Response
- H. Ordinance No. 2020-07, Amending Ch. 2.41 BIMC Relating to the Human Services Funding Advisory Committee
- I. Ordinance No. 2020-08, Amending Ch. 2.43 BIMC Relating to the Cultural Funding Advisory Committee
- J. Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course (EVOC) Training
- K. Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program
- L. Utility Van Procurement
- M. Appointments to the Green Building Task Force

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

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

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:**

**AGENDA ITEM:** Accounts Payable and Payroll

**SUMMARY:** Approve with Consent Agenda.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Payroll.pdf](#)

[AP Report to Council of Cash Disbursements 03-25-20-signed.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

## PAYROLL

### PAYROLL CHECK RUN: 3 - 20 - 2020

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	3/20/2020	47395 - 47523	Regular check run (Direct Dep)	327,215.47
Normal	3/20/2020	109303	Regular check run (Paper Checks)	2,631.80
Normal	3/20/2020	109304 - 109314	Vendor check run (Paper Checks)	134,230.32
EFTPS	3/20/2020	N/A	Federal Tax Electronic Transfer	123,870.90
Vendor	3/20/2020	N/A	P/R vendor ACH	237.50
			<b>TOTAL:</b>	<b>588,185.99</b>

Prepared and Reviewed by:  Date 3-19-20  
 Brenda Landolt, Payroll Specialist

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

 Date 3/19/20  
 Kimberly M. Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: March 9, 2020 - March 23, 2020  
 CITY COUNCIL: March 10, 2020 - March 24, 2020

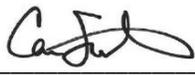
Last check from previous run: 353121 dated 03/11/2020 issued to Zee Medical Service for \$10.81.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	3/25/20	353199	POL/Kitsap Towing/Input error	N/A
VOID	3/25/20	353223	POL/Evergreen Boat Transport/Incorrect remittance	N/A
Manual	3/5/20	353122	ENG/COBI/Permit: PLN51701	572.00
Manual	3/6/20	353123	PW/Anderson Construction/WFP playground fence	22,781.00
Manual	3/6/20	353124	PW/COBI/Retainage: WFP playground fence	1,199.00
Manual	3/9/20	353125	Bainbridge Disposal/Citywide disposal services - February 2020	2,082.97
Manual	3/9/20	353126	PW/Island Hands/Janitorial services - February 2020	11,394.04
Manual	3/9/20	353127	Puget Sound Energy/City Hall utilities - February 2020	5,176.32
Manual	3/11/20	353128	FIN&PCD/AT&T OneNet/Fax long distance - March 2020	21.68
Manual	3/11/20	353129	CenturyLink/Citywide telemetry - March 2020	1,067.84
Manual	3/11/20	353130	Puget Sound Energy/Citywide utilities - February 2020	26,776.36
Manual	3/11/20	353131	Verizon Wireless/Citywide cell phone services	3,690.36
Manual	3/11/20	353132	US Bank/Credit card purchases - February 2020	24,486.78
Manual	3/16/20	353133	POL/Columbia Ford/2 2020 Ford Police Interceptors	84,122.74
Manual	3/17/20	353134	Bainbridge Disposal/Commons disposal service - February 2020	259.74
Manual	3/17/20	353135	CenturyLink/Citywide telemetry - March 2020	2,956.22

<b>Total Manual Checks and Electronic Disbursements</b>	<b>186,587.05</b>
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Regular Run	3/25/20	353136-353249	<b>Total Regular Check Run</b>	<b>446,716.67</b>
<b>Total Disbursements</b>				<b>633,303.72</b>

Retainage Release	3/9/20	184	Air Management/City Hall cooling tower	2,777.24
Retainage Release	3/9/20	185	Anderson Construction/2018 siding repair	3,764.84
Retainage Release	3/9/20	186	Henden Electric/Fuel tank & dock pay station installation	898.46

Prepared and Reviewed by  Carrie Freitas, Senior Accounting Technician

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

  
 Karl R. Shaw, Accounting Manager

3/20/2020

Date



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:**

**AGENDA ITEM:** City Council Study Session Minutes, March 3, 2020

**SUMMARY:** Consider approval of meeting minutes.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[030320 CCMIN STUDY SESSION.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION  
TUESDAY, MARCH 3, 2020

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Deputy Mayor Nassar called the meeting to order at 6:01 p.m. in Council Chambers.

Deputy Mayor Nassar, Mayor Schneider, and Councilmembers Deets, Hytopoulos and Pollock were present.

Councilmember Medina was absent and excused.

2) EXECUTIVE SESSION

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

Deputy Mayor Nassar adjourned the meeting to an executive session at 6:02 p.m.

Council extended the executive session for ten minutes at 6:35 p.m. Council returned from executive session at 6:44 p.m., and Deputy Mayor Nassar reconvened the meeting.

3) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Pollock moved and Councilmember Deets seconded to add a discussion regarding an Interim Zoning Control Related to BIMC 18.12.030.E as new Item 6.A under Unfinished Business. The agenda was approved as amended. No conflicts of interest were disclosed.

4) MAYOR'S REPORT

Mayor Schneider reported on the Triangle Property and her outreach to the Department of Natural Resources.

City Manager Smith is very aware of the corona virus and the City is still looking to the Kitsap County Health District for guidance.

## 5) FUTURE COUNCIL AGENDAS

### 5.A Future Council Agendas

[Cover Page](#)

[Special City Council Meeting - Retreat March 6, 2020.pdf](#)

[City Council Regular Business Meeting March 10, 2020.pdf](#)

[City Council Study Session March 17, 2020.pdf](#)

[City Council Regular Business Meeting March 24, 2020.pdf](#)

[2020 List of Pending Council Meeting Topics.docx](#)

[2020 List of Proposed Future Council Topics.docx](#)

Councilmembers mentioned affordable housing in the downtown core and solar energy being integrated with green building. Deputy Mayor Nassar suggested those items be brought to the March 6 retreat.

## 6) UNFINISHED BUSINESS

### 6.A. Interim Zoning Control Related to BIMC 18.12.030.E [New Item 6.A]

**MOTION:** I move to suspend the rules for the purpose of taking up this motion again after having voted on in at the last meeting on February 25.

**Hytopoulos/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** Medina

**ABSTAIN:** None

**MOTION:** I move to direct the City Manager to prepare an interim zoning control ordinance for consideration at the Council's March 10 meeting related to BIMC 18.12.030.E. to suspend the applicability and use of that Section E., except that subsections E.1. (related to Optional Affordable Housing) and E.6. (related to Historic Structure Preservation) would not be suspended and waiving any procedural requirements that would otherwise apply to the motion that was passed.

**Pollock/Hytopoulos:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** Medina

**ABSTAIN:** None

### 6.B Update on the Development Moratorium - Planning

[Cover Page](#)

[20200221 Abbreviated Moratorium Work Program Status Report](#)

[Development Moratorium Handout 20191204.pdf](#)

[Ordinance No. 2019-26 Extending the Development Moratorium Approved 092419](#)

Planning and Community Development Director Wright introduced the agenda item.

Council discussed the development moratorium and provided direction to staff about the upcoming public hearing and the possibility of extending the moratorium.

**6.C Green Building Update - Planning**

Cover Page  
2020 01 28 CC Staff Memo January Update

Planning and Community Development Director Wright introduced the agenda item.

Council will consider appointments of green building task force members on March 10 and approval on the March 24 consent agenda.

**6.D Sustainable Transportation Plan Update - Public Works**

Cover Page

Public Works Director Wierzbicki introduced the agenda item and provided a brief update on the transportation plan.

**6.E Sportsman Club Roundabout Design Discussion - Public Works**

Cover Page  
Presentation - Sportsman\_NewBrooklyn\_Council 030320.pptx  
FINAL FAQ - Sportsman Club New Brooklyn.docx  
Transmittal Memo for Budget Charts for Sportsman Club New Brooklyn 2 28 2020  
Capital Improvement Plan Budget Report\_Sportsman\_Club\_New\_Brooklyn\_Rd.pdf

Public Works Director Wierzbicki introduced the agenda item and provided a presentation illustrating the roundabout design.

Council discussed the project and potential alternatives.

This item will be placed on the March 24 agenda for further discussion.

**6.F Review Resolution 2018-03 and Goals for Suzuki Property Affordable Housing Project - Executive**

Cover Page  
Resolution No. 2018-03 Establishing Goals for the City-owned Suzuki Property Approved 012318

Deputy Mayor Nassar introduced the agenda item and Council discussed the item at length.

City Attorney Levan stated the resolution achieved its goal.

There will be further discussion at a future Council meeting.

7) CITY COUNCIL DISCUSSION

**7.A Proposed Process for Filling Council Vacancy - Mayor Schneider**

Cover Page  
Draft Timeline for Filling Council Vacancy 021320  
Council Vacancy Notification 030320  
Council Vacancy Application Packet 030320

Mayor Schneider introduced the agenda item.

Council discussed next steps and the process for filling the Council vacancy

Council agreed that utilizing COBI Connects to encourage potential candidates was a good idea.

8) FOR THE GOOD OF THE ORDER

Deputy Mayor Nassar mentioned ward meetings and timing; Council agreed to set April calendar dates.

9) ADJOURNMENT

Mayor Schneider adjourned the meeting at 9:35 p.m.

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Leslie Schneider, Mayor

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Kelly Jahraus, Deputy City Clerk



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:**

**AGENDA ITEM:** City Council Special Meeting Minutes, March 6, 2020

**SUMMARY:** Consider approval of meeting minutes.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with consent agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[030620 CCMIN RETREAT.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND  
SPECIAL CITY COUNCIL RETREAT  
FRIDAY, MARCH 6, 2020

MEETING MINUTES

1. INTRODUCTION

Mayor Schneider called the meeting to order at 9:05 a.m. in the Council Conference Room.

Mayor Schneider, Deputy Mayor Nassar and Councilmembers Deets, Hytopoulos, Medina and Pollock were present.

Ron Holifield of Strategic Government Resources provided an overview and framework for the retreat.

2. REVIEW 2020 CITY COUNCIL PRIORITIES

City Council discussed their priorities for 2020 and using an interactive exercise, formulated the table below.

<b>Council Priority</b>	<b># of Votes</b>	<b># of Councilmembers</b>
Implement Climate Action Plan	7	5
Land Use Code Revisions	6	3
Implement Sustainable Transportation Plan	5	4
Ombudsman/Concierge	5	4
Implement Green Building Code	4	3
Affordable Housing Strategy	4	3
Sustainable Green Economic Development	3	3
Plastics Ordinance	3	4
Race Equity Initiative Implementation	3	2
Permanent Hydrogeologist/Staffing Water Resources Division	2	2
Support Agriculture - economic viability/Public Farmland FTE	2	2
Permanent Natural Resource Specialist (SEPA Specialist)	2	2
Implement Island-Wide Stormwater Study	1	1
Volunteer Coordination	0	0
Surface and Groundwater Management Integration	0	0

### 3. REVIEW 2020 CITYWIDE WORKPLAN

Council discussed departmental workplans.

### 4. PRINCIPLES OF CITY COUNCIL EFFECTIVENESS AND SUCCESS

Ron Holifield led a discussion on agenda setting and communication between staff, council and community.

### 5. EXECUTIVE SESSION

**5.A Pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for employment or to review the performance of a public employee, and 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.**

Mayor Schneider adjourned the meeting to an executive session at 3:40 p.m.

### 6. ADJOURNMENT

Council returned from executive session and Mayor Schneider adjourned the special meeting at 4:30 p.m.



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:**

**AGENDA ITEM:** City Council Regular Business Meeting Minutes, March 10, 2020

**SUMMARY:** Consider approval of meeting minutes.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[031020 CCMIN BUSINESS MEETING.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, MARCH 10, 2020

MEETING MINUTES

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

Mayor Schneider called the meeting to order at 6:01 p.m. in Council Chambers.

Mayor Schneider, Deputy Mayor Nassar, and Councilmembers Deets, Hytopoulos, Medina and Pollock were present.

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 Schneider adjourned the meeting to an executive session at 6:03 p.m. with an expected adjournment at 6:50 p.m. The executive session was extended for 10 minutes at 6:50 p.m.

Mayor Schneider reconvened the meeting at 7:02 p.m.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Medina moved and Deputy Mayor Nassar seconded to add Resolution 2020-06 to the agenda under New Business. The motion was approved by unanimous consent.

Councilmember Deets moved and Deputy Mayor Nassar seconded to remove Item 9.H. The motion was approved by unanimous consent.

Councilmember Deets moved and Deputy Mayor Nassar seconded to approve the agenda as amended. The motion was approved by unanimous consent.

Councilmember Medina declared a potential conflict of interest regarding Item 8.C as he worked with the Islander Mobile Home Park assisting them with selling bonus FAR in the past. The city attorney has determined there is no conflict

Mayor Schneider disclosed her company Office XPats is in the Pavilion that is owned by Madison Avenue Real Estate. The city attorney has determined there is no conflict.

#### 4) PUBLIC COMMENT

Erin Phillips spoke regarding the Race Equity Task Force appointment and process.

Lisa Macchio referenced an email sent to Council regarding the Floor Area Ratio Bonus.

Ron Peltier spoke regarding ethics and transparency.

Shannon Turner spoke in support of Erin Phillips as an appointee to the Race Equity Task Force.

Robin Hunt spoke regarding the Race Equity Task Force and in support of Erin Phillips.

Belinda Thornburg spoke regarding Ordinance 2020-10.

Gina Corpuz spoke regarding the Race Equity Task Force and the withdrawal of the nomination of Erin Phillips.

Peter Berg spoke in support of Erin Phillips.

Nick Masla spoke regarding Floor Area Ratio Bonus.

Tom Daniels spoke about affordable housing and Floor Area Ratio Bonus.

Jim Halbrook spoke regarding Floor Area Ratio Bonus.

Mary Clare Kersten spoke regarding development on the island.

Larry Koss spoke offered general comment.

#### 5) MAYOR'S REPORT

Mayor Schneider mentioned the primary election.

#### 6) CITY MANAGER'S REPORT

City Manager Smith reported on the corona virus and the City's response.

#### 7) FUTURE COUNCIL AGENDAS

##### **7.A Future Council Agendas**

[Cover Page](#)

[2020 List of Pending Council Meeting Topics.pdf](#)

[2020 List of Proposed Future Council Topics.pdf](#)

[031720 City Council Study Session.pdf](#)

[032420 City Council Regular Business Meeting.pdf](#)

[040720 City Council Study Session.pdf](#)

Council discussed the possibility of cancelling the meeting on April 7 given the Bainbridge Island School District spring break.

8) UNFINISHED BUSINESS

**8.A Schedule a Public Hearing on Ordinance No. 2020-09, Related to Extending the Moratorium on Certain Development Activities - Planning**

Cover Page

Development Moratorium Handout

Moratorium Extension Ordinance No. 2019-26

20200221\_Abbreviated\_moratorium\_work\_program\_status\_report.docx

Senior Planner Sutton introduced the agenda item.

**Public Comment**

Ron Peltier spoke regarding the moratorium.

**MOTION:** I move to schedule a public hearing on March 24, 2020, related to Ordinance No. 2020-09, which would extend the moratorium on certain development activities for six months.

**Deets/Nassar:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**8.B Wyatt Way Reconstruction Project Contract Award - Public Works**

Cover Page

Wyatt Way Presentation 031020.pptx

Wyatt Way Reconstruction Budget Report.pdf

Bid Tab Wyatt Way\_KGREVISED.xlsx

Wyatt Contract Seton DRAFT

Public Works Director Wierzbicki introduced the agenda item.

**MOTION:** I move to forward the Wyatt Way Reconstruction project contract award to Seton Construction in the amount of \$2,860,154.64, and a 1st quarter budget amendment for the water fund portion of the project in the amount of \$45,000.00, for approval with the March 24, 2020 Consent Agenda.

**Medina/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**8.C Ordinance No. 2020-10 Relating to an Interim Zoning Control Suspending BIMC 18.12.030.E. and Related Provisions Regarding Floor Area Ratio Bonus Density Options, Except for Sections E.1. and E.6. of BIMC 18.12.030.E.**

Cover Page

Ordinance No. 2020-10 Adopting an Interim Zoning Control Related to Use of Bonus Density.docx

Resolution No. 2001-54 Relating to Distribution of Funds from FAR

Resolution No. 2003-25 Designating the City Council as the Decision-Making Authority for Proposals to Construct Public Amenities in Exchange for FAR Bonuses  
BIMC 18.12.030 FAR BONUS OPTIONS.docx  
Ordinance No. 2019-26 Extending the Development Moratorium Approved 092419

Mayor Schneider introduced the agenda item.

**Public Comment**

Jeb Thornburg spoke about process and putting hard stops on projects.

Ron Peltier stated concern about full disclosure and conflict of interest.

**MOTION:** I move to amend Ordinance No. 2020-10, Section 2.B., to add an exclusion to the interim zoning control for development projects that filed a complete land use permit application with the City and have purchased from the City or otherwise acquired development rights, including related to bonus floor area ratio, through an executed covenant, development agreement, or contract, prior to the effective date of this ordinance.

**Medina/Deets:** The motion carried, 5 – 1.

**AYES:** Deets, Hytopoulos, Medina, Pollock, Schneider

**NOES:** Nassar

**ABSENT:** None

**ABSTAIN:** None

**MOTION:** I move to remove the recital in the ordinance: *Whereas the City's affordable housing bonus density program has had limited success because of competing bonus density options such as the option for direct purchase of bonus density; and...*

**Pollock/Medina:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**MOTION:** I move to remove the recital in the ordinance: *Whereas, the effect of these competing bonus density options is to create a socioeconomic environment in downtown Winslow that is at odds with the Guiding Principles, the Housing Element, and other Elements of the City's Comprehensive Plan; and...*

**Pollock/Medina:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**MOTION:** I move to approve Ordinance No. 2020-10, relating to an interim zoning control to hereby suspend BIMC 18.12.030.E. and related provisions as described in the ordinance regarding floor area ratio bonus density options, except for Sections E.1. and E.6. of BIMC 18.12.030.E. as amended.

**Deets/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

**MOTION:** I move to set a public hearing on Ordinance No. 2020-10, relating to an interim zoning control to hereby suspend BIMC 18.12.030.E. and related provisions as described in the ordinance regarding floor area ratio bonus density options for April 14, 2020.  
**Nassar/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

9) NEW BUSINESS

**Proclamation on Corona Virus [ADDED]**  
[Resolution No. 2020-06 Covid-19 - Affirming Proclamation of Emergency](#)

Deputy City Attorney Sepler introduced the agenda item.

**MOTION:** I move to approve Resolution No. 2020-06 Covid-19 - Affirming Proclamation of Emergency  
**Nassar/Deets:** The motion carried unanimously.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

**9.A Creation of a Term-Limited Position Dedicated to Public Records Response - Executive**  
[Cover Page](#)  
[Presentation - Request to Add Term-Limited Position CC 03102020](#)  
[Staff Memorandum - Exec Staffing Request for Term-Limited PRR Position](#)

Deputy City Manager Schroer introduced the agenda item.

**MOTION:** I move to forward for approval with the Consent Agenda for the March 24, 2020, Council meeting creation of a term-limited position to support public records response.  
**Pollock/Nassar:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

**9.B Ordinance No. 2020-07, Amending Ch. 2.41 BIMC Relating to the Human Services Funding Advisory Committee, Executive**  
[Cover Page](#)

[Ordinance No. 2020-07, Amending Chapter 2.41 BIMC Relating to the Human Services Funding Advisory Committee](#)

Deputy City Manager Schroer introduced the agenda item.

**MOTION:** I move to forward Ordinance No. 2020-07 for approval with the March 24, 2020 Consent Agenda.

**Medina/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**9.C [Ordinance No. 2020-08, Amending Ch. 2.43 BIMC Relating to the Cultural Funding Advisory Committee - Executive](#)**

[Cover Page](#)

[Ordinance No. 2020-08, Amending Chapter 2.43 BIMC Relating to the Cultural Funding Advisory Committee](#)

**MOTION:** I move to forward Ordinance No. 2020-08 for approval with the March 24, 2020 Consent Agenda.

**Deets/Nassar:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**9.D [Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course \(EVOC\) Training - Police](#)**

[Cover Page](#)

[Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course \(EVOC\) Training](#)

Interim Police Chief Weiss introduced the agenda item.

**MOTION:** Rasham Nassar moved and Joe Deets seconded to approve

I move to forward the Interlocal Agreement with Kitsap County for Emergency Vehicle Operation Course Training for approval with the March 24, 2020 Consent Agenda.

**Nassar/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**9.E [Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program - Police](#)**

[Cover Page](#)

Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program

Interim Police Chief Weiss introduced the agenda item.

**MOTION:** I move to forward the Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program for approval with the March 24, 2020 Consent Agenda.

**Deets/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**9.F Janitorial Contract Award - Public Works**

[Cover Page](#)

[Janitorial Agreement 2020](#)

Public Works Director Wierzbicki introduced the agenda item.

**MOTION:** I move to forward consideration of the Janitorial Contract Award to the March 24, 2020 Unfinished Business agenda.

**Nassar/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**9.G Utility Van Procurement - Public Works**

[Cover Page](#)

[Columbia Ford Utility Van Quote.pdf](#)

Public Works Director Wierzbicki introduced the agenda item

**MOTION:** I move to forward the Utility Van Procurement in the amount of \$100,623.38 for approval with the March 24, 2020 Consent Agenda.

**Deets/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**9.H Appointment to the Race Equity Task Force - Mayor Schneider [Pulled]**

[Cover Page](#)

[Race Equity Task Force Prior Applications - Redacted \(March 2020 Appointment\)](#)

**9.I Appointments to the Green Building Task Force - Mayor Schneider**

[Cover Page](#)  
[Green Building Task Force Applications \(Redacted\).pdf](#)

Mayor Schneider introduced the agenda item.

**MOTION:** I move to forward for approval with the March 24, 2020 Consent Agenda the following appointments to the Green Building Task Force: Jonathan Davis, Russ Hamlet, Julie Kriegh, Kathleen O'Brien, Richard Perlot, Dave Sale, Marty Sievertson, Kathleen Smith, and Jason Wilkinson.

**Pollock/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

## 10) COUNCIL DISCUSSION

### **10.A Role of Council Liaisons - Councilmember Medina**

[Cover Page](#)

[Councilmember Liaison Job Description draft 2-23-20 redlined](#)

[Councilmember Liaison Job Description draft 2-23-20 clean.docx](#)

Councilmember Medina introduced the agenda item

**MOTION:** I move to approve the Councilmember Liaison job description as attached with this agenda item.

**Deets/Medina:** The motion carried unanimously, 6 – 0.

**AYES:** Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

### **10.B Task Force on Land Use Review Procedures**

[Cover Page](#)

Councilmember Medina introduced the agenda item.

Council discussed whether to form an ad-hoc or task force.

Further discussion will take place at a future council meeting.

## 11) CONSENT AGENDA

### **11.A Agenda Bill for Consent Agenda**

[Cover Page](#)

### **11.B Accounts Payable and Payroll**

[Cover Page](#)

[Payroll.pdf](#)

[Report to Council of Cash Disbursements 03-11-20.pdf](#)

Payroll: normal direct deposit check sequence 47265 – 47394 = \$311,450.90; regular payroll check number 109288 = 2,026.26; vendor check run sequence 109289 – 109302 = \$329,386.84; Federal Tax Electronic Funds Transfer = \$117,444.83; ACH \$237.50. Total disbursement = \$760,546.33.

Accounts Payable: check number 353013 from previous run = \$379.69; manual check number sequence 353014, 353016 – 353022 = \$155,958.30; regular check number sequence 353023 – 353121 = \$356,452.58; retainage release 183 = \$5,882.66; travel advance 88 = \$50.00. Total disbursement = \$526,406.71.

**11.C City Council Business Meeting Minutes, February 25, 2020**

[Cover Page](#)

[City Council Regular Business Meeting Minutes February 25, 2020](#)

**11.D Ordinance No. 2020-06, Amending the 2020 Budget to Carry Forward Funding for Work Funded in 2019 but to be Performed in 2020 - Finance**

[Cover Page](#)

[2019\\_Budget\\_Carry\\_over\\_into\\_2020\\_Transmittal\\_Memo](#)

[Ordinance No. 2020-06 Amending the 2020 Budget to Carry Forward 2019 Items.docx](#)

[Ord 2020-06 Attachment A - Carryover Request Final.xlsx](#)

**11.E Appointment to the Design Review Board - Mayor Schneider**

[Cover Page](#)

[Design Review Board Applications \(Redacted\).pdf](#)

Deputy Mayor Nassar moved and Councilmember Deets seconded to approve the consent agenda as presented. The motion was approved by unanimous consent.

12) COMMITTEE REPORTS

**12.A Committee Reports, Executive**

[Cover Page](#)

[Climate Change Advisory Committee Minutes, January 27, 2020](#)

[Environmental Technical Advisory Committee Minutes, January 9, 2020](#)

[Race Equity Task Force Minutes, February 6, 2020](#)

13) FOR THE GOOD OF THE ORDER

Deputy Mayor mentioned the Request for Qualification process for committee members.

City Manager Smith reiterated how the City is preparing across the organization for the corona virus.

14) ADJOURNMENT

Mayor Schneider adjourned the meeting at 10:10 p.m.

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Leslie Schneider, Mayor

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Kelly Jahraus, Deputy City Clerk





CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Wyatt Way Reconstruction Project Contract Award - Public Works,

**SUMMARY:** The Wyatt Way Reconstruction project includes a mini roundabout at the intersection of Wyatt Way and Madison Avenue N., road reconstruction with new sidewalks and bike lanes on Wyatt Way, (between Madison Avenue N. and Lovell Avenue), associated storm water improvements, and replacement of a water main between Grow Avenue NW and Nicholson Place.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	\$0.00
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$0.00
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The Wyatt Way Reconstruction project includes a mini-roundabout at the intersection of Wyatt Way and Madison Avenue N., road reconstruction with new sidewalks and bike lanes on the north and south sides of Wyatt Way, (between Madison Avenue N. and Lovell Avenue), associated storm water improvements, and replacement of a water main between Grow Avenue NW and Nicholson Place.

Bid alternates include #1 – cement concrete pavement, #2 – colored cement concrete pavement, and #3 – cement concrete pavement with exposed aggregate.

Bids were solicited through the area newspapers, Seattle Daily Journal of Commerce, City's bid posting webpage and listserv. The bid opening was held on February 24, 2020 and four (4) bids were received. Seton Construction is the apparent lowest responsive bidder in the base bid amount of \$2,825,524.64 including three alternatives for a grand total of \$2,860,154.64. The engineer's estimate is \$3,180,000.00. See attached bid form.

On February 25, 2020, the staff recommended awarding the contract to the lowest bidder, Port Madison Construction, but later determined that their bid was not responsive. After further evaluation of the second lowest bidder, Seton Construction, the staff determined that the lowest risk option, and one that would best serve the public, would be to award to the contract to the second lowest bidder - in lieu of re-bidding the contract, which would cost considerable time and resources and may not result in lower costs. Therefore, city staff have reviewed the apparent responsive low bidder's proposal documents and contractor's qualifications and recommend awarding this project to Seton Construction.

**ATTACHMENTS:**

[Wyatt Way Presentation 031020.pptx](#)

[Wyatt Way Reconstruction Budget Report.pdf](#)

[Bid Tab Wyatt Way KGREVISED.xlsx](#)

[Wyatt Contract Seton DRAFT](#)

**FISCAL DETAILS:** The adopted CIP includes \$3,700,000 in the General Fund and \$150,000 in the Water Fund for a total of \$3,850,000 for this project. On January 16, 2020 Council approved two proposed project budget changes that will increase the General Fund Budget by \$308,251 for a total of \$4,008,251, and increase the Water Fund by \$127,500 for a total of \$277,500.

The revised total project budget will be \$4,285,751 and presented to Council for final approval along with all other pending adjustments in the First Quarter 2020 Budget Amendment and CIP update in April 2020.

As illustrated in the attached slide presentation, the streets portion of this contract award is under the available budget by 16%, however, the water portion of the contract award is over the available budget by 6%. Therefore, we are requesting that the Council authorize a first quarter budget amendment to increase the water fund portion of the project by \$45,000.00 to cover the cost of the contract plus approximately 10% in water-related contingency funds.

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

**Coding:** CIP Project 00708

## Wyatt Way Project Update – Apparent Responsive Low Bid (Seton Construction)

### Streets

Current Remaining Budget: \$3,022,680

Bid Amount: \$2,596,422      Balance Remaining: \$426,258 (16%)

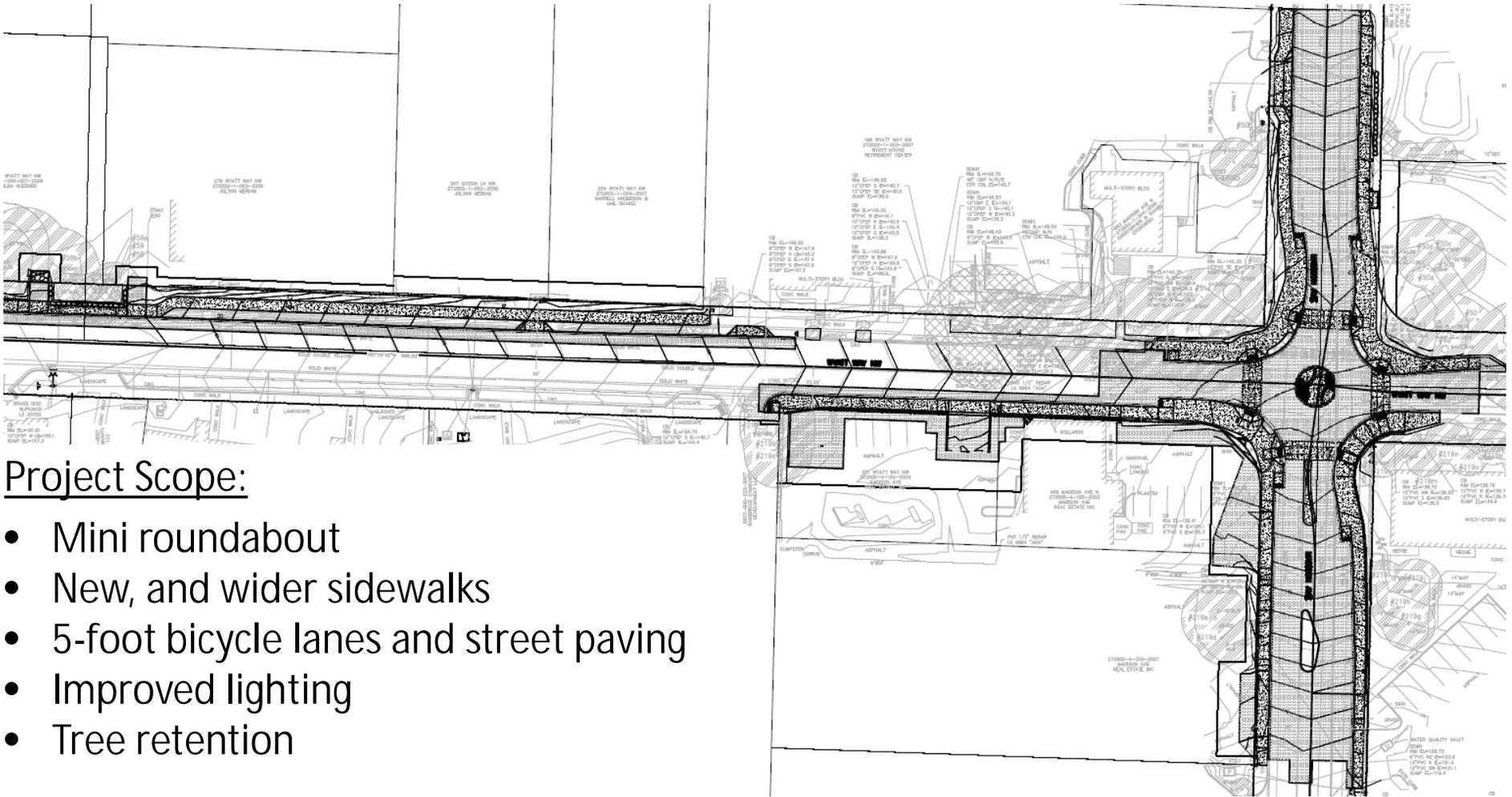
### Water

Current Remaining Budget: \$247,500

Bid Amount: \$263,732      Over Budget: \$16,232

Budget Amendment Request (overage +10%) \$45,000

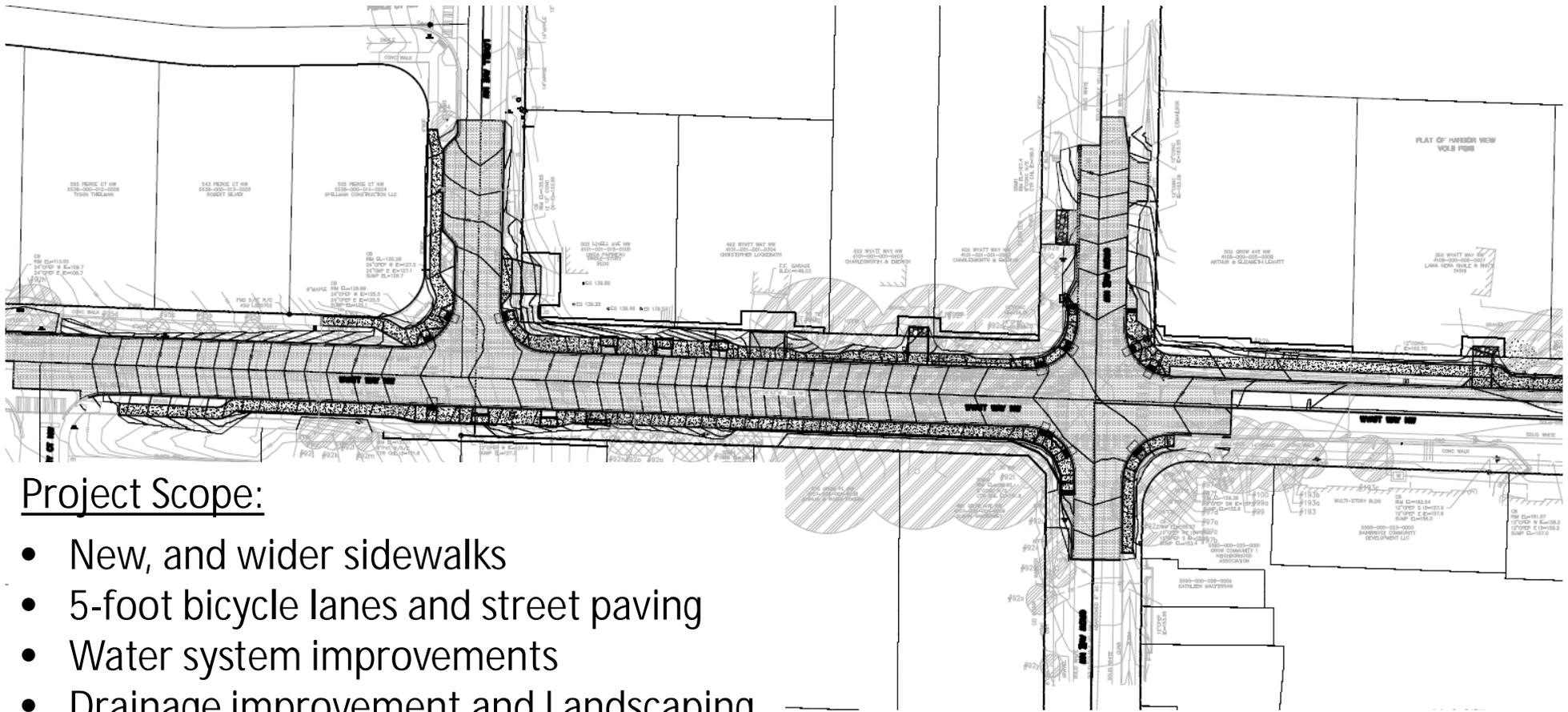
## Wyatt Way Project Update – Project Overview



### Project Scope:

- Mini roundabout
- New, and wider sidewalks
- 5-foot bicycle lanes and street paving
- Improved lighting
- Tree retention

## Wyatt Way Project Update – Project Overview



### Project Scope:

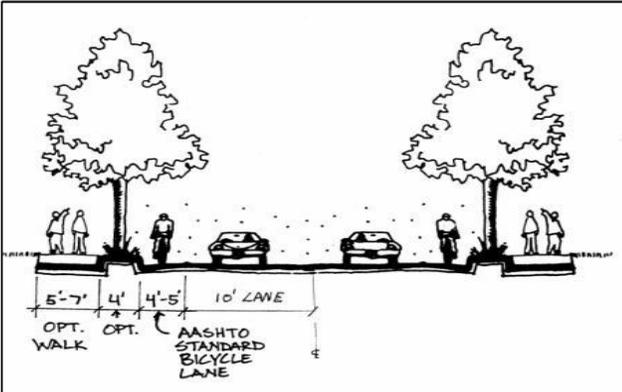
- New, and wider sidewalks
- 5-foot bicycle lanes and street paving
- Water system improvements
- Drainage improvement and Landscaping

# Project: Wyatt Way Reconstruction

Location: Madison to Lovell

00708

## Project Description



Description: Capacity (level of service) improvements to the intersection of Madison Avenue and Wyatt Way, including a roundabout. Complete sidewalk and bicycle facilities on both sides of Wyatt from Madison to Lovell. Reconstruct roadway surfacing and drainage. Additional right of way needed along frontage. Design 50% completed in 2006. State (TIB) grant funding received in 2015.

## Capital Funding (1000's)

	Prior Yrs.	2019	2020	Subsequent	Total
<b>FUNDING SOURCES (1000's)</b>					
General Fund	\$ 1,184,000	-	308,251	-	1,492,251
State Grant	2,516,000	-	-	-	2,516,000
Water Fund	150,000	-	127,500	-	277,500
	<b>3,850,000</b>	-	<b>435,751</b>	-	<b>\$ 4,285,751</b>

## Budget Notes

	Amount	Source	Description
Original budget	\$ 3,700,000	2015-2016 CIP	Original project authorization
Budget Amendments	150,000	2017Q1 BUA (Water Fund)	Water component added
	308,251	2020Q1 BUA (General Fund)	
	127,500	2020Q1 BUA (Water Fund)	
<b>Total Project Budget</b>	<b>\$ 4,285,751</b>		

## Financial Update Spending through February 10, 2020

	Life to Date Budget	Life to Date Actuals	Encumbrances	Actuals + Encumbrances	Remaining
General Fund	\$ 4,008,251	918,031	67,360	985,391	3,022,860
Water	277,500	22,301	7,699	30,000	247,500
	<b>4,285,751</b>	<b>940,332</b>	<b>75,059</b>	<b>1,015,391</b>	<b>\$ 3,270,360</b>

## Current Project Status

Right of way acquisition completed. Finalizing permitting and design for advertisement in early 2020.



**Wyatt Way Reconstruction Project**

BID TABULATION

Bid Opening Date: February 24, 2020

ITEM NO.	DESCRIPTION	Qty	UNITS	Engineer's Estimate		Port Madison Enterprises		Seton Construction		Sound Pacific		Redside Construction	
				UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
<b>PREPARATION</b>													
1	Mobilization	1.00	LS	219,000.00	219,000.00	90,500.00	90,500.00	187,000.00	187,000.00	260,000.00	260,000.00	398,000.00	398,000.00
2	Roadway Surveying	1.00	LS	40,000.00	40,000.00	17,600.00	17,600.00	35,000.00	35,000.00	35,000.00	35,000.00	82,000.00	82,000.00
3	Structure Surveying	1.00	LS	8,000.00	8,000.00	11,750.00	11,750.00	28,780.00	28,780.00	8,500.00	8,500.00	50,000.00	50,000.00
4	SPCC Plan	1.00	LS	1,000.00	1,000.00	461.00	461.00	975.00	975.00	1,000.00	1,000.00	500.00	500.00
5	Project Temporary Traffic Control	1.00	LS	150,000.00	150,000.00	167,250.00	167,250.00	122,925.00	122,925.00	185,000.00	185,000.00	268,000.00	268,000.00
6	Portable Changeable Message Sign	3,360.00	HR	5.50	18,480.00	12.75	42,840.00	7.40	24,864.00	12.00	40,320.00	5.00	16,800.00
7	Clearing and Grubbing	0.75	ACRE	25,000.00	18,750.00	13,500.00	10,125.00	8,500.00	6,375.00	44,000.00	33,000.00	30,000.00	22,500.00
8	Removal and Disposal of Asbestos Material	1.00	LS	4,000.00	4,000.00	15,000.00	15,000.00	12,785.00	12,785.00	1,000.00	1,000.00	10,000.00	10,000.00
9	Remove Asphalt Pavement	6,425.00	SY	15.00	96,375.00	3.88	24,929.00	2.65	17,026.25	11.00	70,675.00	18.00	115,650.00
10	Remove Cement Conc. Sidewalk	710.00	SY	25.00	17,750.00	8.80	6,248.00	15.00	10,650.00	14.00	9,940.00	70.00	49,700.00
11	Remove Cement Conc. Pavement	85.00	SY	25.00	2,125.00	39.60	3,366.00	17.00	1,445.00	34.00	2,890.00	75.00	6,375.00
12	Remove Cement Conc. Curb/Curb and Gutter	1,810.00	LF	20.00	36,200.00	7.75	14,027.50	3.00	5,430.00	4.00	7,240.00	25.00	45,250.00
13	Remove Fence	460.00	LF	12.00	5,520.00	4.10	1,886.00	1.75	805.00	3.00	1,380.00	4.00	1,840.00
14	Removal of Structures and Obstructions	1.00	LS	25,000.00	25,000.00	26,750.00	26,750.00	25,000.00	25,000.00	12,000.00	12,000.00	300,000.00	300,000.00
15	Abandon Existing Catch Basin	3.00	EA	750.00	2,250.00	530.00	1,590.00	650.00	1,950.00	600.00	1,800.00	500.00	1,500.00
16	Remove Drainage Structure	7.00	EA	1,000.00	7,000.00	805.00	5,635.00	550.00	3,850.00	800.00	5,600.00	600.00	4,200.00
17	Remove Tree > 12 Inch Diam.	8.00	EA	1,400.00	11,200.00	3,680.00	29,440.00	850.00	6,800.00	2,100.00	16,800.00	500.00	4,000.00
18	Tree, Vegetation and Soil Protection	1.00	LS	30,000.00	30,000.00	26,175.00	26,175.00	8,750.00	8,750.00	18,000.00	18,000.00	12,000.00	12,000.00
19	Shoring or Extra Excavation Cl. B	1.00	LS	20,000.00	20,000.00	7,450.00	7,450.00	33,500.00	33,500.00	18,000.00	18,000.00	70,000.00	70,000.00
20	Roadside Cleanup	1.00	FA	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>GRADING</b>					722,650.00		513,022.50		543,910.25		738,145.00		1,468,315.00
21	Roadway Excavation Incl. Haul	550.00	CY	45.00	24,750.00	23.10	12,705.00	45.00	24,750.00	48.00	26,400.00	26.00	14,300.00
22	Structure Excavation Class A Incl. Haul	525.00	CY	55.00	28,875.00	21.83	11,460.75	50.00	26,250.00	35.00	18,375.00	26.00	13,650.00
23	Temporary Structural Support of Utility Pole	1.00	LS	5,000.00	5,000.00	900.00	900.00	7,500.00	7,500.00	8,000.00	8,000.00	800.00	800.00
24	Gravel Borrow Incl. Haul	2,750.00	CY	30.00	82,500.00	16.40	45,100.00	22.00	60,500.00	47.00	129,250.00	28.00	77,000.00
25	Gravel Backfill for Walls	65.00	CY	45.00	2,925.00	76.40	4,966.00	40.00	2,600.00	38.00	2,470.00	32.00	2,080.00
26	Embankment Compaction	2,750.00	CY	5.00	13,750.00	8.10	22,275.00	4.00	11,000.00	2.50	6,875.00	1.50	4,125.00
27	Control Density Fill	32.00	CY	205.00	6,560.00	190.00	6,080.00	175.00	5,600.00	200.00	6,400.00	225.00	7,200.00
28	Concrete Retaining Wall	3,620.00	SF	125.00	452,500.00	58.98	213,507.60	88.50	320,370.00	100.00	362,000.00	120.00	434,400.00
29	Rockery	90.00	SF	25.00	2,250.00	29.50	2,655.00	38.00	3,420.00	190.00	17,100.00	75.00	6,750.00
30	Two-Man Boulder	24.00	EA	100.00	2,400.00	322.00	7,728.00	105.00	2,520.00	550.00	13,200.00	200.00	4,800.00

STORM SEWER				621,510.00	327,377.35	464,510.00	590,070.00	565,105.00						
31	Solid Wall PVC Storm Sewer Pipe, 24 In Diam.	538.00	LF	100.00	53,800.00	147.84	79,537.92	107.00	57,566.00	115.00	61,870.00	280.00	150,640.00	
32	Solid Wall PVC Storm Sewer Pipe, 18 In Diam.	437.00	LF	80.00	34,960.00	84.91	37,105.67	87.00	38,019.00	80.00	34,960.00	275.00	120,175.00	
33	Solid Wall PVC Storm Sewer Pipe, 12 In Diam.	347.00	LF	60.00	20,820.00	98.09	34,037.23	50.25	17,436.75	63.00	21,861.00	250.00	86,750.00	
34	Solid Wall PVC Storm Sewer Pipe, 8 In Diam.	244.00	LF	50.00	12,200.00	89.35	21,801.40	38.00	9,272.00	47.00	11,468.00	250.00	61,000.00	
35	Solid Wall PVC Storm Sewer Pipe, 6 In Diam.	230.00	LF	45.00	10,350.00	87.50	20,125.00	32.00	7,360.00	45.00	10,350.00	180.00	41,400.00	
36	Ductile Iron Storm Sewer Pipe 8 In. Diam.	251.00	LF	70.00	17,570.00	107.65	27,020.15	65.00	16,315.00	59.00	14,809.00	400.00	100,400.00	
37	Ductile Iron Storm Sewer Pipe 12 In. Diam.	13.00	LF	90.00	1,170.00	125.60	1,632.80	82.00	1,066.00	81.00	1,053.00	600.00	7,800.00	
38	Ductile Iron Storm Sewer Pipe 24 In. Diam.	64.00	LF	150.00	9,600.00	167.73	10,734.72	149.00	9,536.00	137.00	8,768.00	850.00	54,400.00	
39	Drain Pipe 4 In. Diam.	41.00	LF	40.00	1,640.00	68.26	2,798.66	25.00	1,025.00	39.00	1,599.00	35.00	1,435.00	
40	Catch Basin Type 1	13.00	EA	2,200.00	28,600.00	1,456.00	18,928.00	1,250.00	16,250.00	1,500.00	19,500.00	650.00	8,450.00	
41	Catch Basin Type 2 48 In. Diam.	3.00	EA	5,400.00	16,200.00	3,101.00	9,303.00	2,978.00	8,934.00	2,900.00	8,700.00	1,200.00	3,600.00	
42	Concrete Inlet	7.00	EA	2,250.00	15,750.00	1,524.00	10,668.00	1,250.00	8,750.00	1,300.00	9,100.00	850.00	5,950.00	
43	Manhole 48 In. Diam. Type 1	11.00	EA	4,500.00	49,500.00	3,001.00	33,011.00	3,050.00	33,550.00	3,800.00	41,800.00	16,000.00	176,000.00	
44	Manhole 72 In. Diam. Type 1	1.00	EA	12,500.00	12,500.00	6,520.00	6,520.00	6,374.00	6,374.00	6,600.00	6,600.00	22,000.00	22,000.00	
45	Stormfilter Catch Basin - 2 Cartridge	1.00	EA	11,000.00	11,000.00	20,195.00	20,195.00	18,470.00	18,470.00	21,000.00	21,000.00	17,000.00	17,000.00	
46	Stormfilter Catch Basin - 3 Cartridge	1.00	EA	13,000.00	13,000.00	25,447.00	25,447.00	24,450.00	24,450.00	26,000.00	26,000.00	20,000.00	20,000.00	
47	Stormfilter Manhole 60 In. - 2 Cartridge	2.00	EA	21,000.00	42,000.00	24,961.00	49,922.00	23,260.00	46,520.00	29,000.00	58,000.00	23,000.00	46,000.00	
48	Stormfilter Manhole 72 In. - 5 Cartridge	2.00	EA	26,000.00	52,000.00	38,132.00	76,264.00	19,350.00	38,700.00	40,000.00	80,000.00	30,000.00	60,000.00	
49	Stormfilter Manhole 72 In. - 7 Cartridge	1.00	EA	27,500.00	27,500.00	45,917.00	45,917.00	73,060.00	73,060.00	49,000.00	49,000.00	36,000.00	36,000.00	
50	Underdrain Pipe 4 In. Diam.	644.00	LF	50.00	32,200.00	39.76	25,605.44	30.00	19,320.00	36.00	23,184.00	12.00	7,728.00	
51	Area Drain	4.00	EA	1,000.00	4,000.00	804.00	3,216.00	1,200.00	4,800.00	1,300.00	5,200.00	600.00	2,400.00	
52	Storm Drain Cleanout	4.00	EA	400.00	1,600.00	649.00	2,596.00	950.00	3,800.00	900.00	3,600.00	500.00	2,000.00	
53	Connection to Drainage Structure	4.00	EA	250.00	1,000.00	1,555.00	6,220.00	750.00	3,000.00	1,300.00	5,200.00	500.00	2,000.00	
SURFACING				468,960.00	568,605.99	463,573.75	523,622.00	1,033,128.00						
54	Crushed Surfacing Top Course	1,000.00	TON	40.00	40,000.00	49.00	49,000.00	30.00	30,000.00	40.00	40,000.00	29.00	29,000.00	
55	Crushed Surfacing Base Course	2,050.00	TON	40.00	82,000.00	39.47	80,913.50	28.00	57,400.00	36.00	73,800.00	26.00	53,300.00	
56	Permeable Ballast	35.00	TON	80.00	2,800.00	66.00	2,310.00	55.00	1,925.00	38.00	1,330.00	26.00	910.00	
57	Gravel Backfill for Drains	20.00	TON	40.00	800.00	61.00	1,220.00	50.00	1,000.00	35.00	700.00	30.00	600.00	
HOT MIX ASPHALT				125,600.00	133,443.50	90,325.00	115,830.00	83,810.00						
58	HMA Cl. 1/2" PG 64-22	1,240.00	TON	130.00	161,200.00	171.93	213,193.20	160.00	198,400.00	130.00	161,200.00	142.00	176,080.00	
59	Planing Bituminous Pavement	1,970.00	SY	10.00	19,700.00	10.00	19,700.00	2.75	5,417.50	6.00	11,820.00	3.00	5,910.00	
CEMENT CONCRETE PAVEMENT				180,900.00	232,893.20	203,817.50	173,020.00	181,990.00						
60	Cement Conc. Pavement	32.00	SY	200.00	6,400.00	141.55	4,529.60	137.25	4,392.00	138.00	4,416.00	480.00	15,360.00	
IRRIGATION SYSTEMS				6,400.00	4,529.60	4,392.00	4,416.00	15,360.00						
61	Irrigation System	1.00	LS	10,000.00	10,000.00	88,500.00	88,500.00	31,775.00	31,775.00	14,000.00	14,000.00	25,000.00	25,000.00	
EROSION CONTROL AND ROADSIDE PLANTING				10,000.00	88,500.00	31,775.00	14,000.00	25,000.00						
62	Erosion/Water Pollution Control	1.00	LS	80,000.00	80,000.00	7,725.00	7,725.00	31,000.00	31,000.00	20,000.00	20,000.00	26,000.00	26,000.00	
63	Topsoil Type A - For Planting Bed Areas	292.00	CY	60.00	17,520.00	77.00	22,484.00	78.00	22,776.00	63.00	18,396.00	65.00	18,980.00	
64	Topsoil Type A - For Seeded Lawn Areas	84.00	CY	60.00	5,040.00	77.00	6,468.00	75.00	6,300.00	63.00	5,292.00	65.00	5,460.00	
65	Arborist Wood Chip Mulch	77.00	CY	77.00	5,929.00	89.00	6,853.00	61.00	4,697.00	54.00	4,158.00	60.00	4,620.00	
66	PSIPE - 2.5 In. Cal. Tree	41.00	EA	450.00	18,450.00	650.00	26,650.00	1,700.00	69,700.00	855.00	35,055.00	850.00	34,850.00	

67	PSIPE - 8 Ft.-10 Ft. Ht. Tree	12.00	EA	300.00	3,600.00	650.00	7,800.00	1,120.00	13,440.00	360.00	4,320.00	400.00	4,800.00
68	PSIPE - 4 Ft.-5 Ft. Ht. Tree	14.00	EA	125.00	1,750.00	650.00	9,100.00	840.00	11,760.00	280.00	3,920.00	300.00	4,200.00
69	PSIPE - 5 Gal. Container	161.00	EA	85.00	13,685.00	89.00	14,329.00	39.20	6,311.20	115.00	18,515.00	120.00	19,320.00
70	PSIPE - 2 Gal. Container	143.00	EA	66.00	9,438.00	29.50	4,218.50	39.20	5,605.60	63.00	9,009.00	70.00	10,010.00
71	PSIPE - 1 Gal. Container	139.00	EA	25.50	3,544.50	23.60	3,280.40	39.20	5,448.80	26.00	3,614.00	30.00	4,170.00
72	PSIPE - 4" Container	80.00	EA	12.00	960.00	23.60	1,888.00	39.20	3,136.00	11.00	880.00	20.00	1,600.00
73	Root Barrier	630.00	LF	14.00	8,820.00	6.00	3,780.00	39.20	24,696.00	14.00	8,820.00	2.00	1,260.00
74	Seeded Lawn Installation	846.00	SY	4.00	3,384.00	1.20	1,015.20	2.55	2,157.30	2.50	2,115.00	6.00	5,076.00
75	Silva Cell System	5.00	EA	1,500.00	7,500.00	1,800.00	9,000.00	3,750.00	18,750.00	2,200.00	11,000.00	8,500.00	42,500.00
TRAFFIC					179,620.50		124,591.10		225,777.90		145,094.00		182,846.00
76	Cement Conc. Traffic Curb and Gutter	3,370.00	LF	50.00	168,500.00	22.65	76,330.50	19.70	66,389.00	31.00	104,470.00	40.00	134,800.00
77	Cement Conc. Traffic Curb	158.00	LF	45.00	7,110.00	35.72	5,643.76	30.25	4,779.50	42.00	6,636.00	40.00	6,320.00
78	Cement Conc. Pedestrian Curb	177.00	LF	40.00	7,080.00	33.37	5,906.49	27.00	4,779.00	26.00	4,602.00	40.00	7,080.00
79	Roundabout Cement Conc. Curb	147.00	LF	50.00	7,350.00	35.73	5,252.31	31.00	4,557.00	43.00	6,321.00	175.00	25,725.00
80	Cement Conc. Driveway Entrance	300.00	SY	110.00	33,000.00	63.26	18,978.00	57.00	17,100.00	58.00	17,400.00	30.00	9,000.00
81	Cement Conc. Sidewalk	1,725.00	SY	80.00	138,000.00	50.29	86,750.25	43.50	75,037.50	39.00	67,275.00	75.00	129,375.00
82	Cement Conc. Curb Ramp Type Perpendicular	10.00	EA	3,500.00	35,000.00	1,280.00	12,800.00	1,900.00	19,000.00	3,000.00	30,000.00	800.00	8,000.00
83	Cement Conc. Curb Ramp Type Single Direction	1.00	EA	2,500.00	2,500.00	2,106.00	2,106.00	2,700.00	2,700.00	3,000.00	3,000.00	800.00	800.00
84	Cement Conc. Curb Ramp Type Parallel	5.00	EA	3,000.00	15,000.00	1,990.00	9,950.00	2,600.00	13,000.00	2,600.00	13,000.00	800.00	4,000.00
85	Cement Conc. Curb Ramp Type Combination	4.00	EA	3,500.00	14,000.00	1,988.00	7,952.00	2,600.00	10,400.00	3,100.00	12,400.00	800.00	3,200.00
86	Detectable Warning Surface	72.00	SF	50.00	3,600.00	53.00	3,816.00	50.25	3,618.00	46.00	3,312.00	25.00	1,800.00
87	Permanent Signing	1.00	LS	10,000.00	10,000.00	20,730.00	20,730.00	21,850.00	21,850.00	18,000.00	18,000.00	40,000.00	40,000.00
88	Paint Line	2,290.00	LF	1.50	3,435.00	0.59	1,351.10	0.60	1,374.00	0.60	1,374.00	2.25	5,152.50
89	Painted Wide Lane Line	3,845.00	LF	1.50	5,767.50	0.88	3,383.60	0.90	3,460.50	0.80	3,076.00	2.00	7,690.00
90	Plastic Crosswalk Line	840.00	SF	12.00	10,080.00	9.44	7,929.60	9.25	7,770.00	9.00	7,560.00	2.00	1,680.00
91	Painted Wide Dotted Lane Line	90.00	LF	1.00	90.00	2.36	212.40	2.40	216.00	2.20	198.00	2.00	180.00
92	Plastic Yield Line Symbol	21.00	EA	175.00	3,675.00	88.47	1,857.87	90.00	1,890.00	80.00	1,680.00	75.00	1,575.00
93	Plastic Stop Line	65.00	LF	25.00	1,625.00	21.23	1,379.95	21.00	1,365.00	20.00	1,300.00	25.00	1,625.00
94	Plastic Bicycle Lane Symbol	16.00	EA	300.00	4,800.00	501.33	8,021.28	500.00	8,000.00	430.00	6,880.00	225.00	3,600.00
95	Plastic Line	290.00	LF	10.00	2,900.00	5.90	1,711.00	5.75	1,667.50	5.50	1,595.00	12.00	3,480.00
96	Beam Guardrail Type 31 7 Ft. Post Length	25.00	LF	200.00	5,000.00	60.00	1,500.00	284.00	7,100.00	160.00	4,000.00	300.00	7,500.00
OTHER ITEMS					478,512.50		283,562.11		276,053.00		314,079.00		402,582.50
97	Pedestrian Guardrail	642.00	LF	175.00	112,350.00	294.90	189,325.80	281.00	180,402.00	260.00	166,920.00	250.00	160,500.00
98	Wood Fence	736.00	LF	40.00	29,440.00	72.25	53,176.00	69.00	50,784.00	63.00	46,368.00	115.00	84,640.00
99	Chain Link Fence Type 4	116.00	LF	50.00	5,800.00	52.13	6,047.08	46.70	5,417.20	46.00	5,336.00	65.00	7,540.00
100	Mailbox Support	8.00	EA	200.00	1,600.00	669.00	5,352.00	550.00	4,400.00	550.00	4,400.00	250.00	2,000.00
101	Monument Case and Cover	2.00	EA	1,700.00	3,400.00	590.00	1,180.00	975.00	1,950.00	3,000.00	6,000.00	300.00	600.00
102	Adjust Monument Case and Cover	1.00	EA	1,300.00	1,300.00	281.00	281.00	695.00	695.00	2,800.00	2,800.00	250.00	250.00
103	Adjust Manhole	6.00	EA	1,000.00	6,000.00	561.00	3,366.00	695.00	4,170.00	700.00	4,200.00	1,200.00	7,200.00
104	Adjust Catch Basin	5.00	EA	750.00	3,750.00	421.00	2,105.00	575.00	2,875.00	700.00	3,500.00	500.00	2,500.00
105	Adjust Water Valve Box	14.00	EA	500.00	7,000.00	281.00	3,934.00	400.00	5,600.00	550.00	7,700.00	250.00	3,500.00
106	Adjust Cleanout	3.00	EA	400.00	1,200.00	281.00	843.00	455.00	1,365.00	475.00	1,425.00	300.00	900.00

WATER LINES				171,840.00	265,609.88	257,658.20	248,649.00	269,630.00					
107	Ductile Iron Pipe for Water Main 4 In. Diam	10.00	LF	80.00	800.00	79.21	792.10	90.00	900.00	175.00	1,750.00	60.00	600.00
108	Ductile Iron Pipe for Water Main 8 In. Diam	865.00	LF	85.00	73,525.00	87.69	75,851.85	77.00	66,605.00	60.00	51,900.00	400.00	346,000.00
109	Gate Valve 8 In.	7.00	EA	2,000.00	14,000.00	1,525.00	10,675.00	1,875.00	13,125.00	1,500.00	10,500.00	2,500.00	17,500.00
110	Gate Valve 6 In.	1.00	EA	1,500.00	1,500.00	1,112.00	1,112.00	1,990.00	1,990.00	1,100.00	1,100.00	850.00	850.00
111	Resetting Existing Hydrant	1.00	EA	4,000.00	4,000.00	1,645.00	1,645.00	1,000.00	1,000.00	3,300.00	3,300.00	1,250.00	1,250.00
112	Moving Existing Hydrant	1.00	EA	5,000.00	5,000.00	1,640.00	1,640.00	1,000.00	1,000.00	5,800.00	5,800.00	1,250.00	1,250.00
113	Adjust Water Meter Box	8.00	EA	1,000.00	8,000.00	219.00	1,752.00	425.00	3,400.00	350.00	2,800.00	500.00	4,000.00
114	Service Connection, 1 In. Diam.	3.00	EA	1,500.00	4,500.00	1,095.00	3,285.00	1,152.00	3,456.00	1,400.00	4,200.00	600.00	1,800.00
115	Service Connection, 3/4 In. Diam.	6.00	EA	1,500.00	9,000.00	1,090.00	6,540.00	985.00	5,910.00	1,100.00	6,600.00	600.00	3,600.00
116	Hydrant Assembly	1.00	EA	5,500.00	5,500.00	6,180.00	6,180.00	5,620.00	5,620.00	7,000.00	7,000.00	1,500.00	1,500.00
117	Pressure Reducing Assembly and Vault (6" X 2")	1.00	EA	80,000.00	80,000.00	87,250.00	87,250.00	138,950.00	138,950.00	66,000.00	66,000.00	90,000.00	90,000.00
ALTERNATE BID ITEMS				205,825.00	196,722.95	241,956.00	160,950.00	468,350.00					
118	Cement Conc. Pavement	112.00	SY	200.00	22,400.00	209.27	23,438.24	215.00	24,080.00	140.00	15,680.00	400.00	44,800.00
119	Cement Conc. Pavement Colored	6.00	SY	225.00	1,350.00	862.11	5,172.66	800.00	4,800.00	430.00	2,580.00	680.00	4,080.00
120	Cement Conc. Pavement Exposed Aggregate	10.00	SY	250.00	2,500.00	633.47	6,334.70	575.00	5,750.00	360.00	3,600.00	525.00	5,250.00
Line A: Subtotal of Items that Include WA State Sales Tax				2,965,993.00		2,542,135.23		2,561,792.60		2,866,925.00		4,227,766.50	
Line B: Subtotal of Items that Do Not Include WA State Sales Tax				205,825.00		196,722.95		241,956.00		160,950.00		468,350.00	
Line C: WA State Sales Tax @ 9.0% (applied to Line B only)				18,524.25		17,705.07		21,776.04		14,485.50		42,151.50	
Line D: Subtotal of Lines B and C				224,349.25		214,428.02		263,732.04		175,435.50		510,501.50	
Base Bid Total (Total of Lines A and D)				3,190,342.25		2,756,563.25		2,825,524.64		3,042,360.50		4,738,268.00	
Base Bid plus Alternate 1 Total				3,212,742.25		2,780,001.49		2,849,604.64		3,058,040.50		4,783,068.00	
Base Bid plus Alternate 1 plus Alternate 2 Total				3,214,092.25		2,785,174.15		2,854,404.64		3,060,620.50		4,787,148.00	
Base Bid plus Alternate 1 plus Alternate 2 plus Alternate 3 Total				3,216,592.25		2,791,508.85		2,860,154.64		3,064,220.50		4,792,398.00	

# Contract

## CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the 24<sup>th</sup>, day of March 2020, by and between the City of Bainbridge Island (“City” and/or “CONTRACTING AGENCY”) and SETON CONSTRUCTION, INC. (“CONTRACTOR”).

### WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the **WYATT WAY RECONSTRUCTION PROJECT**, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Two Million Eight Hundred Sixty Thousand One Hundred and Fifty-four Dollars and Sixty-four Cents. (\$2,860,154.64) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the “Contract Documents”:

1. This Contract, including the form “Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices”
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”)
3. Amendments to the Standard Specifications
4. Indemnity and Insurance Agreement
5. Special Indemnity and Insurance Agreement
6. Prevailing Wage Schedules and Regulations
7. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
8. Certification of Compliance with Wage Payment Statutes
9. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR’s Initials: \_\_\_\_\_

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

**CONTRACTOR: SETON CONSTRUCTION, INC.**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BAINBRIDGE ISLAND:**

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

Morgan Smith, City Manager

Date: \_\_\_\_\_



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Creation of a Term-Limited Position Dedicated to Public Records Response - Executive,

**SUMMARY:** The City is receiving a growing number of increasingly complex public records requests. In order to provide more staff support to respond to these requests, the City Manager recommends creation of a term-limited position, Public Records Specialist or a similar title, for 12 months. Additional discussion of staffing and the potential to add a regular, ongoing position, will be part of the upcoming biennial budget discussions.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

<b>Amount:</b>	\$45,000
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$45,000
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** See the attached memo for additional information.

**ATTACHMENTS:**

[Presentation - Request to Add Term-Limited Position CC 03102020](#)

[Staff Memorandum - Exec Staffing Request for Term-Limited PRR Position](#)

**FISCAL DETAILS:** The 2020 cost is estimated to be \$45,000, which is salary and benefits for 6 months of a position in Range 14.

Based on historical spending compared to budget, the City Manager proposes to use funding from the Professional Services line in the Executive Department.

**Fund Name(s):**

**Coding:**



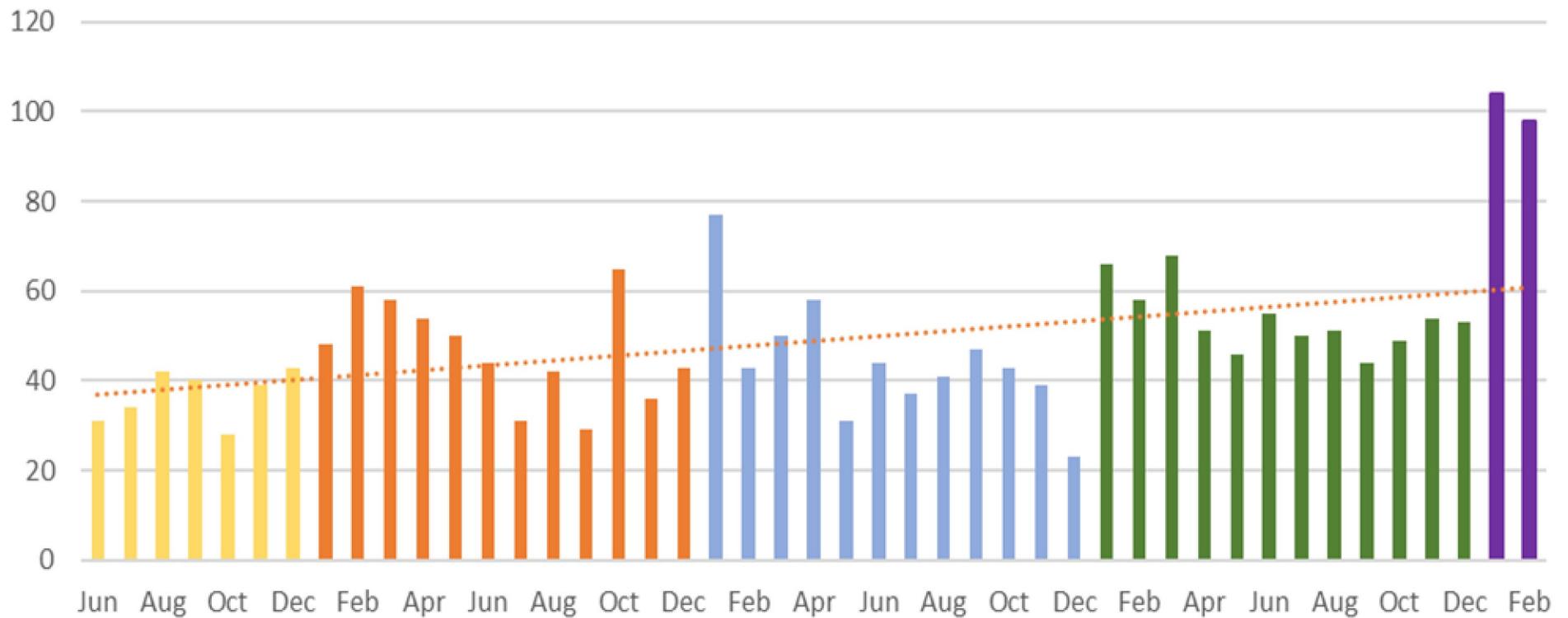
CITY OF  
BAINBRIDGE  
ISLAND

Request to  
add term-  
limited  
public  
records  
specialist  
position

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MARCH 10, 2020

**Number of Requests by Month (excluding Police)**  
 2016 - yellow; 2017 - orange; 2018 - blue; 2019 - green; 2020 - purple

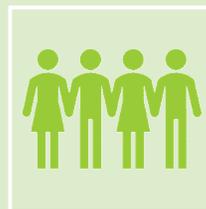


Annual Number of Public Records Requests Increasing

# Expected Outcomes of Adding Term-Limited Position



Higher level of service

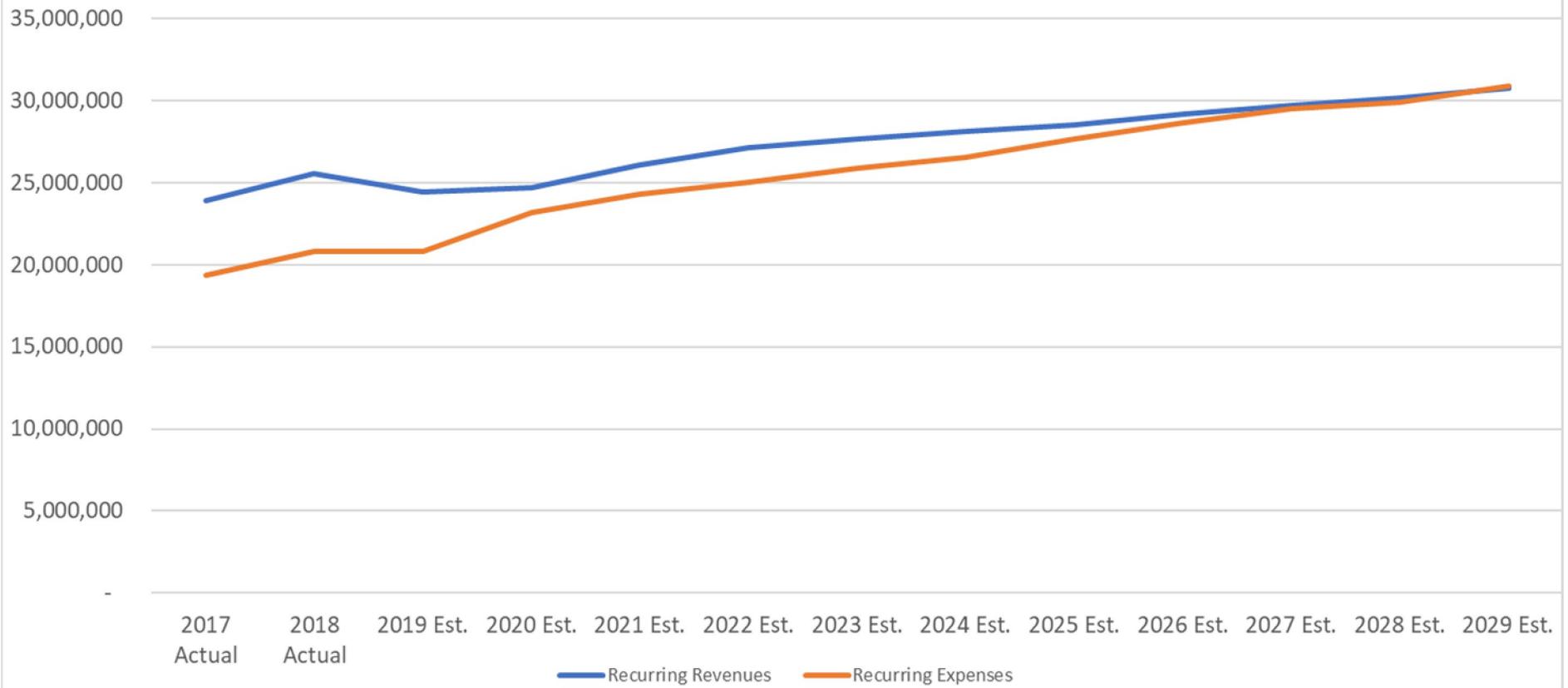


Redundancy/back up capacity



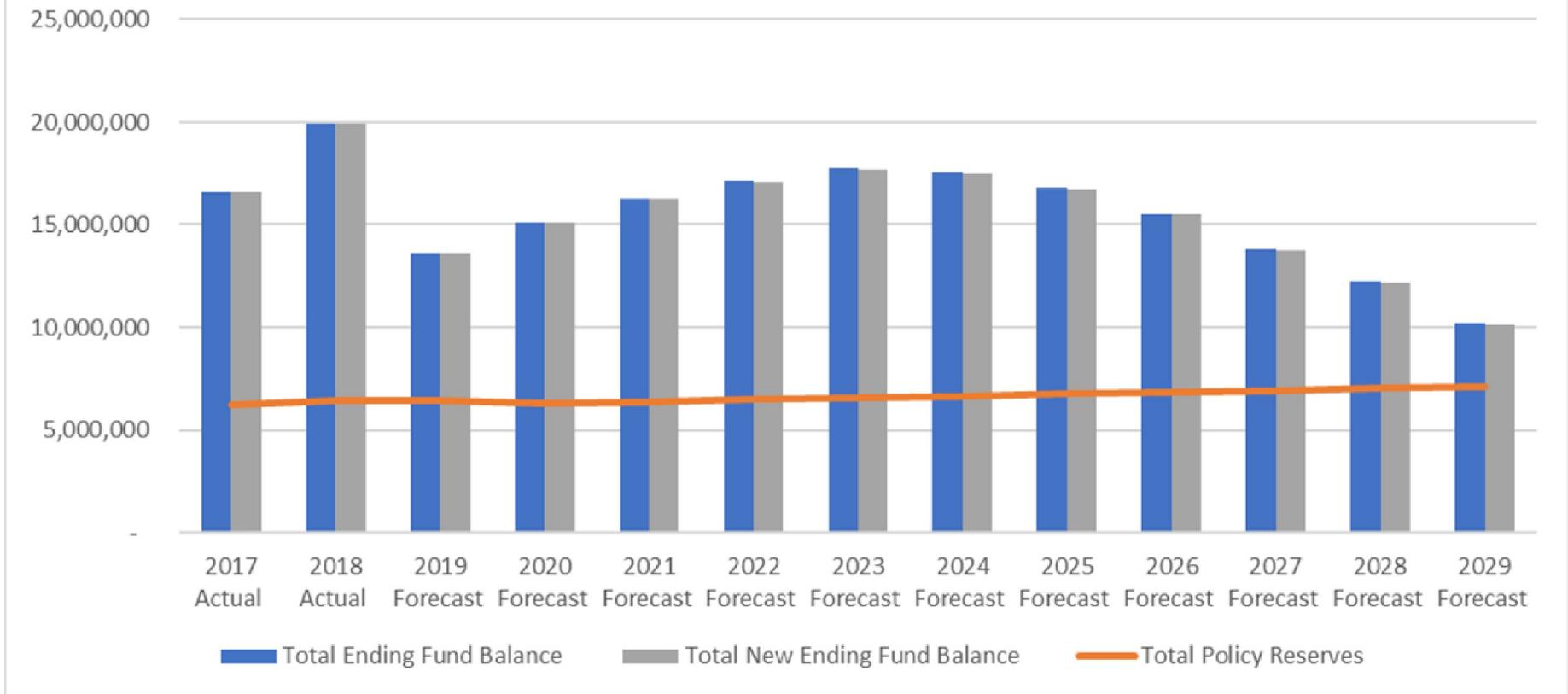
Ability to address deferred policy priorities

## RECURRING REVENUES & RECURRING EXPENDITURES FOR MAJOR TAX - SUPPORTED FUNDS



# Recurring Revenue/Expense with Requested New Spending

## ENDING FUND BALANCE & RESERVE TARGET (GENERAL, STREETS, REET, & B&DS FUNDS)



# Ending Fund Balance with Requested New Spending

Questions?

Discussion





CITY OF  
BAINBRIDGE ISLAND

## Executive Department Memorandum

Date: March 10, 2020

To: City Council  
Morgan Smith, City Manager

From: Ellen Schroer, Deputy City Manager

Subject: Executive Department staffing for public records responses

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This memo requests approval for a limited-term staff position in the Executive Department to provide additional staffing for public records response. This position would be supervised by the City Clerk with work responsibilities related to identifying and compiling records responsive to public records requests received by the City. New funding is not requested; I believe that we can support this incremental position by transferring budget from professional services in the Executive Admin and Executive Legal divisions. The proposed transfer may constrain spending at the end of 2020, which could require deferring some emerging professional services work to 2021 or requesting a budget amendment in the fall.

### [Staffing Request Detail](#)

In 2020, the workload for the City Attorney, Deputy City Attorney, City Clerk, and Deputy City Clerk continues to be very high. After considerable discussion, review of workload, and as part of planning for a sustainable approach, I recommend that we add additional staffing dedicated to public records response. The proposal is for a 12-month term-limited position, with additional evaluation through the upcoming budget cycle.

Options considered for additional staffing in the near term:

1. Contract for or add term-limited public records staffing to support public records function and provide dedicated hours for public records response under leadership of City Clerk. To address current situation, consider this to be a 12-month position with opportunity to review as part of budget development.
2. Contract for or add temporary legal staff to perform contracts administration and other tasks as delegated by the City Attorney to provide more time for Deputy City Attorney to dedicate to public records requests.
3. Rebalance Deputy City Clerk time to allow for more public records work. This change would shift work to other departments.

I recommend the addition of a term-limited or contract position dedicated to public records response. This addition provides support for existing staff, acknowledges that current and expected future workload exceeds current staffing, and allows for redundancy in the public records function. The City Attorney's office is fully programmed at this time, so significantly adding to the workload of the City Attorney or Deputy City Attorney would create delay for other staff and/or additional expense due to more work being delegated to outside legal counsel. The current Deputy City Clerk can support the Clerk and perform records management but does not have capacity to add significant public records response duties.

This position will report to the City Clerk, with work directed by the Clerk, who is also the City's Public Records Officer. The new employee will work exclusively on public records requests, with duties to include reviewing records for responsiveness to requests (including email, text messages, and social media posts), corresponding with requesters, identifying material that is exempt from release under the Public Records Act, redacting records in the public records portal, and working with staff in other departments to identify files and electronic records responsive to requests.

Regarding the cost to meet this important need, I estimate, based on a monthly salary of \$5,300 which is roughly the middle of Range 14, that six months of a fulltime term-limited position will cost between \$40,000 and \$45,000. More detailed cost estimates will be available when a position description has been finalized. The position will be supervised at least on a temporary basis by the City Clerk.

The Executive Department budget was not built to include this position, however, I believe that for the balance of 2020, we do not need to request new appropriation authority to add this term-limited position. The Executive Department currently has one vacancy in the Information Technology Division; recruitment is actively underway for this position so it's unlikely that there will be ongoing salary savings against which we can budget this position, however there will be some savings from the position that will be vacant for approximately three months. We have in some years underspent for professional services, so this would be a possible place from which to transfer budget authority. Alternatively, we could request additional spending authority through a budget amendment.

As 2020 progresses, the efficiency and effectiveness of this new position should be evaluated and considered for inclusion as a regular position in the 2021-2022 budget development process.

#### [Public Records Request Volume Detail](#)

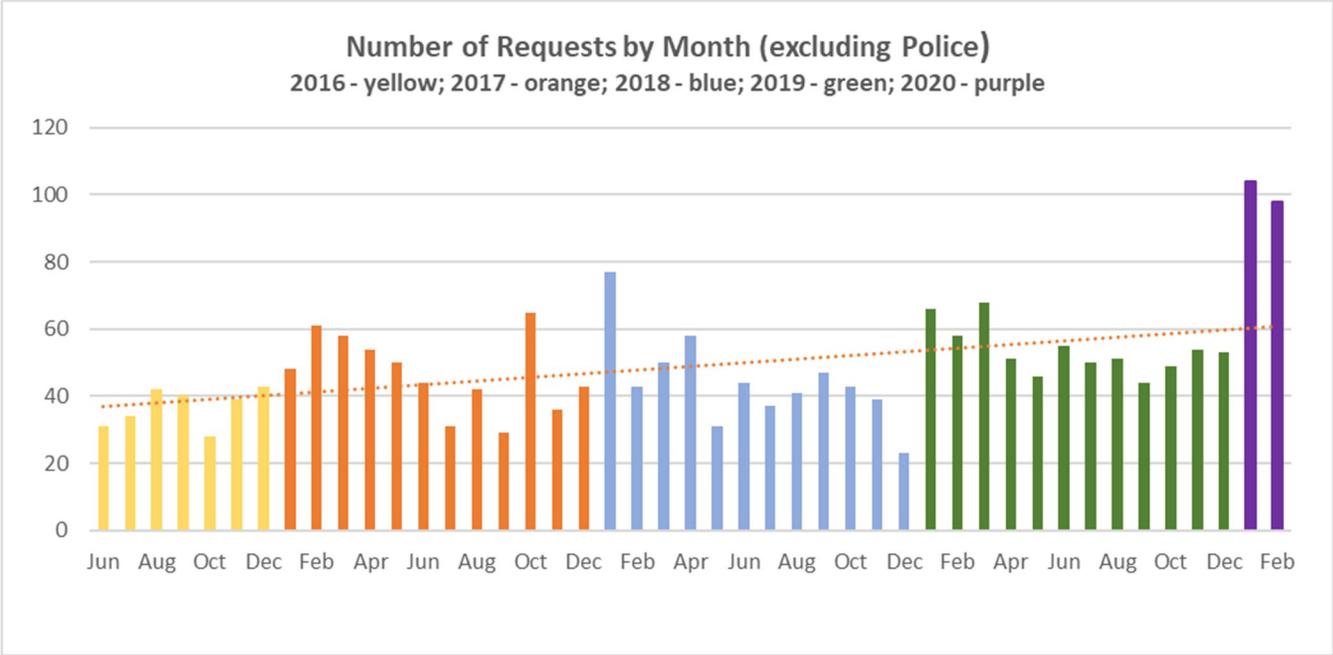
The information below provides background information on the volume of public records requests since the implementation of the NextRequest public records web portal in the middle of 2016.

Public records requests, both in terms of number and complexity, are increasing. We expect this to continue based on our recent experience and trend analysis. The increase in requests leads to an increase in the need for time, including related to:

- The demand for response exceeds the supply of available hours.
- Currently, response to records requests that cannot be completed with minimal research are being scheduled roughly four to six weeks out. Requesters with multiple requests pending have a first installment scheduled 3 months out. The most complex requests are taking two years or more to complete.

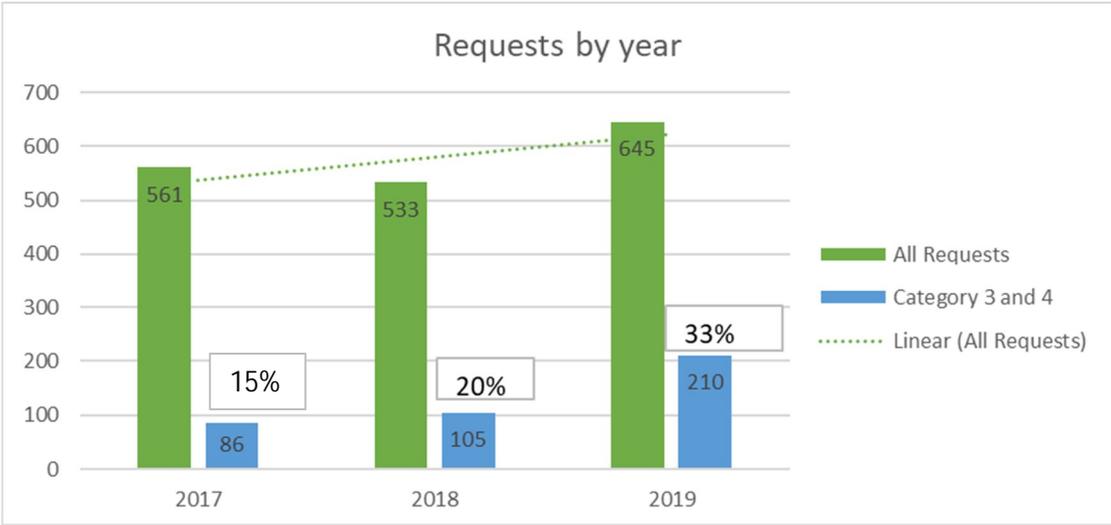
The chart below shows the growth over time of the requests tracked in the NextRequest web portal. January of 2020 is the highest month since we began recording the number of requests and February is the second highest, suggesting that 2020 overall request numbers will exceed all previous years.

Note that the Public Records Officer handles the complex requests for the Police Department; data which is not captured below.



In addition to the total number of requests, the nature of the work is growing more complex and time consuming.

- As of the end of February, there were 147 open requests, of which 46 (31%) are Category 4 (most complex) and 61 (41%) are Category 3 (complex). Requests continue to come in at a rate that is higher than previously experienced.
- The number of complex requests is increasing at a faster rate than any other category.
- The average number of new requests per month was 46 from late 2016 through 2019. In January and February of 2020, the City received 202 requests, or an average of 101 per month. This is roughly double the three-year average.



Addressing this staffing need for the balance of 2020 with term-limited staff will allow the City to assess options going forward. It will also provide needed back up and support to the Public Records Officer and staff in the Executive Department.

Thank you for your consideration of this request. I welcome any questions or feedback.

- cc: Christine Brown, City Clerk
- Joe Levan, City Attorney
- DeWayne Pitts, Finance Director
- Kate Brown, Human Resources Manager



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** Ordinance No. 2020-07, Amending Ch. 2.41 BIMC Relating to the Human Services Funding Advisory Committee, Executive -

**SUMMARY:** The City of Bainbridge Island convenes a group of community representatives every two years to develop recommendations for City funding to support human services activities. The Bainbridge Island Municipal Code currently refers to this group as a "committee," so needs to be updated to refer to the group as a "task force," as decided by the City Council on June 11, 2019.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

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

**BACKGROUND:** The City of Bainbridge Island provides significant funding to local human services organizations through an award cycle held every two years. In order to incorporate community representation in the process used to develop recommendations for City funding to support human services, the City has determined it will use a group of community representatives to develop a set of funding recommendations to be presented to the City Council.

The group was originally called a "committee" but in June 2019, the Council determined it is most effective to have a "task force" of limited duration to perform this work. The task force is appointed by the Council in June of every other year and serves until the recommendations are finalized in the fall of that year for the next two-year award cycle.

The attached ordinance updates the relevant code chapter, BIMC 2.41, to make this change.

**ATTACHMENTS:**

[Ordinance No. 2020-07, Amending Chapter 2.41 BIMC Relating to the Human Services Funding Advisory Committee](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-07**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, relating to the City's Human Services Funding Advisory Committee; amending Chapter 2.41 of the Bainbridge Island Municipal Code (BIMC) to change the committee into a task force with a specified term of service.

**WHEREAS**, the Human Services Element of the City's Comprehensive Plan identifies as an overriding principle that Bainbridge Island will function as a caring community that strives to maintain the well-being of all its members, a community where all members feel connected to the community, and where each individual has opportunities to contribute to the community; and

**WHEREAS**, the City desires to further this principle through many avenues, including the provision of significant financial support to community partners to meet the human services needs of residents, now and in the future; and

**WHEREAS**, the City desires to provide financial support to qualified recipient organizations in a manner that reflects current City goals and also allows a high degree of transparency and accountability for the results and impacts of the City funding; and

**WHEREAS**, the City wishes to incorporate community representation in the process used to develop recommendations for City funding to support human services; and

**WHEREAS**, on June 11, 2019, the City Council determined that such community representation is most effectively performed by a task force with a specified term of service rather than by a standing committee; and

**WHEREAS**, Chapter 2.41 BIMC outlines the makeup and duties of the Human Services Funding Advisory Committee; and

**WHEREAS**, Chapter 2.41 BIMC now needs to be amended to reflect the Council's desire that the community representation take the form of a task force with a specified term of service rather than a standing committee.

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

**Section 1.** Chapter 2.41 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

**Chapter 2.41**  
**Human Services Funding Advisory ~~Committee~~ Task Force**

Sections:

- 2.41.010 Created – Membership, appointment, term, and compensation.
- 2.41.020 Vacancies – Removal.
- 2.41.030 Duties and responsibilities.
- 2.41.040 Meetings, officers, records, and quorum.

**2.41.010 Created – Membership, appointment, term, and compensation.**

A. There is created a human services funding advisory ~~committee~~ task force for the city, hereinafter called the “the ~~committee~~ task force.” The ~~committee~~ task force shall consist of seven voting members who shall be appointed by the mayor and confirmed by vote of the city council. Members of the task force shall serve for a single term, to be specified at the time of appointment, that coincides with the city’s work to review proposals for funding from community organizations. A member may be reappointed to a separate, subsequent term, but no member of the task force shall be appointed to more than three consecutive terms unless the city council determines that special expertise is required, or there are no other qualified applicants.

B. Members shall not be employees or officers of the city or appointed to another city of Bainbridge Island ~~city advisory group committee, board or commission~~, except for city advisory groups that require special expertise or are of a specialized ~~committees or task forces~~ of limited duration. Members shall not be employees or officers of any organization which will request or receive city funding for human services.

C. Periodically, members shall be appointed to the task force to review proposals for funding from community organizations and develop funding recommendations for consideration by the city council. Members of the committee shall serve for a single term to be specified at the time of appointment that coincides with the City’s work to review proposals for funding from community organizations. A member may be reappointed to a separate, subsequent term. No member shall serve more than three consecutive terms

~~unless the city council determines that special expertise is required, or there are no other qualified applicants.~~

D. Members shall serve without compensation.

#### **2.41.020 Vacancies – Removal.**

In the event of a vacancy, the mayor, subject to confirmation of the city council, shall make an appointment to fill the unexpired portion of the term of the vacated position in accordance with the city's appointment cycle. The removal and resignation of members shall be governed by Chapter 2.01 BIMC.

#### **2.41.030 Duties and responsibilities.**

The human services funding advisory ~~committee~~ task force, working in collaboration with the city, shall develop funding recommendations for consideration by city council. The ~~committee~~ task force's recommendation should meet any requirements or guidance provided from the city council to the ~~committee~~ task force including, but not limited to: the total amount of available funds, identified goals and priorities for funding, eligibility requirements, specific parameters such as maximum or minimum award levels, and any other identified guidelines for funding.

#### **2.41.040 Meetings, officers, records, and quorum.**

A. The ~~committee~~ task force shall meet as needed to complete its review of qualified proposals and to develop a complete funding recommendation for consideration by the city council. Meetings of the task force shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter 42.30 RCW).

B. ~~The committee shall select from among its members a chairperson at the first regular meeting of each year. Demotion of the chairperson shall be governed by Chapter 2.01 BIMC. At least one city councilmember shall serve as the liaison to the task force and shall also serve as the nonvoting chair of the task force.~~

C. ~~For meetings consisting of a majority of the then serving voting members of the committee, the committee shall provide public notice of the meeting and shall keep a record of its meeting minutes. Minutes of each meeting, including a record of attendance, shall be prepared by the secretary chair, or their designee, and approved by the task force~~

and signed by the chair at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the ~~committee~~task force. The approved meeting minutes shall be posted on the city's ~~web site~~website.

D. The city shall provide city email accounts to ~~voting~~ members of the task force and related training on the use of email accounts, including personal computer privacy expectations, while serving on the ~~committee~~task force.

E. A majority of the ~~voting~~ members then serving on the ~~committee~~task force shall constitute a quorum.

**Section 2.** 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 \_\_\_\_\_, 2020.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

\_\_\_\_\_  
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NUMBER:

2020-07



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Ordinance No. 2020-08, Amending Ch. 2.43 BIMC Relating to the Cultural Funding Advisory Committee - Executive,

**SUMMARY:** The City of Bainbridge Island convenes a group of community representatives every two years to develop recommendations for City funding to support activities related to the Cultural and Economic Elements of the Comprehensive Plan. The Bainbridge Island Municipal Code currently refers to this group as a "committee," so needs to be updated to refer to the group as a "task force," as decided by the City Council on June 11, 2019.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

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

**BACKGROUND:** The City of Bainbridge Island provides significant funding to local arts and culture organizations through an award cycle held every two years. In order to incorporate community representation in the process used to develop recommendations for City funding, the City has determined it will use a group of community representatives to develop a set of funding recommendations to be presented to the City Council.

The group was originally called a "committee" but in June 2019, the Council determined it is most effective to have a "task force" of limited duration to perform this work. The task force is appointed by the Council in June of every other year and serves until the recommendations are finalized in the fall of that year for the next two-year award cycle.

The attached ordinance updates the relevant code chapter, BIMC 2.43, to make this change.

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-08**

**AN ORDINANCE** of the City Council of Bainbridge Island, Washington, relating to the City’s Cultural Funding Advisory Committee; amending Chapter 2.43 of the Bainbridge Island Municipal Code (BIMC) to change the committee into a task force with a specified term of service.

**WHEREAS**, the Cultural Element of the City’s Comprehensive Plan states that the economic identity and vibrancy of Bainbridge Island is based upon its unique cultural values; and

**WHEREAS**, the Cultural Element recognizes that the arts and humanities significantly contribute to the City’s identity, sense of place, and economy; and

**WHEREAS**, the Economic Element of the City’s Comprehensive Plan includes the goal that the City will continue to promote the arts as a significant component of the Bainbridge Island economy; and

**WHEREAS**, the City desires to further these principles through many avenues, including the provision of significant financial support to community partners, now and in the future; and

**WHEREAS**, the City desires to provide financial support to qualified recipient organizations in a manner that reflects current City goals and also allows a high degree of transparency and accountability for the results and impacts of the City funding; and

**WHEREAS**, the City wishes to incorporate community representation in the process used to develop recommendations for City funding to support cultural and economic activities; and

**WHEREAS**, on June 11, 2019, the City Council determined that such community representation is most effectively performed by a task force with a specified term of service rather than by a standing committee; and

**WHEREAS**, Chapter 2.43 BIMC outlines the makeup and duties of the Cultural Funding Advisory Committee; and

**WHEREAS**, Chapter 2.43 BIMC now needs to be amended to reflect the Council’s desire that the community representation take the form of a task force with a specified term of service rather than a standing committee.

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

**Section 1.** Chapter 2.43 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

**Chapter 2.43**  
**Cultural Funding Advisory ~~Committee~~ Task Force**

Sections:

- 2.43.010 Created – Membership, appointment, term, and compensation.
- 2.43.020 Vacancies – Removal.
- 2.43.030 Duties and responsibilities.
- 2.43.040 Meetings, officers, records, and quorum.

**2.43.010 Created – Membership, appointment, term, and compensation.**

A. There is created a cultural funding advisory ~~committee~~ task force for the city, hereinafter called the ~~committee~~ “task force” for the purposes of this chapter. The ~~committee~~ task force shall consist of seven voting members who shall be appointed by the mayor and confirmed by vote of the city council. Members of the task force shall serve for a single term, to be specified at the time of appointment, that coincides with the city’s work to review proposals for funding from community organizations. A member may be reappointed to a separate, subsequent term, but no member of the task force shall be appointed to more than three consecutive terms unless the city council determines that special expertise is required, or there are no other qualified applicants.

B. Members shall not be employees or officers of the city or appointed to another city of Bainbridge Island city advisory ~~group~~ committee, board or commission, except for city advisory groups that require special expertise or are of a specialized committee or task force of limited duration. Members shall not be ~~staff members, board members, or officers or employees~~ of any organization which will request or receive city funding for cultural funding.

C. Periodically, members shall be appointed to the task force to review proposals for funding from community organizations and develop funding recommendations for consideration by the city council. ~~Members of the committee shall serve for a single term to be specified at the time of appointment that coincides with the city’s work to review proposals for funding from cultural organizations. A member may be reappointed to a separate, subsequent term, and shall hold office until his or her successor has been deemed qualified and been appointed. No member shall serve more than three consecutive terms unless the city council determines that special expertise is required, or there are no other qualified applicants.~~

D. Members shall serve without compensation.

~~E. Members shall sign a conflict of interest statement in accordance with the city's ethics program upon appointment and any reappointment.~~

#### **2.43.020 Vacancies – Removal.**

In the event of a vacancy, the mayor, subject to confirmation of the city council, shall make an appointment to fill the unexpired portion of the term of the vacated position in accordance with the city's appointment cycle. The removal and resignation of members shall be governed by Chapter 2.01 BIMC.

#### **2.43.030 Duties and Responsibilities.**

The cultural funding advisory ~~committee~~ task force, working in collaboration with the city, shall develop funding recommendations for consideration by the city council. The ~~committee~~ task force's recommendation should meet any requirements or guidance provided from the city council to the ~~committee~~ task force including, but not limited to: the total amount of available funds, identified goals and priorities for funding, eligibility requirements, specific parameters such as maximum or minimum award levels, and any other identified guidelines for funding.

#### **2.43.040 Meetings, officers, records, and quorum.**

A. The ~~committee~~ task force shall meet as necessary to develop its review of qualified proposals and to develop a complete funding recommendation for consideration by the city council. Meetings of the task force shall be open to the public and held in accordance with the Open Public Meetings Act (chapter 42.30 RCW).

B. A majority of the members then serving on the ~~committee~~ task force shall constitute a quorum.

C. At least one city councilmember shall serve as the liaison to the ~~committee~~ task force and shall also serve as the nonvoting chair of the ~~committee~~ task force.

~~D. For meetings consisting of a majority of the then serving members of the committee, the committee shall provide public notice of the meeting and shall keep a record of its meeting minutes. Minutes of each meeting, including a record of attendance, shall be prepared by the chair, or their designee, and approved by the task force and signed by the chair at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the~~

~~committee task force~~. The approved meeting minutes shall be posted on the city's ~~web site~~ website.

E. The city shall provide city email accounts to members of the task force and related training on the use of email accounts, including personal computer privacy expectations, while serving on the ~~committee task force~~.

**Section 2.** 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 \_\_\_\_\_, 2020.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

\_\_\_\_\_  
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NUMBER: 2020-08



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course (EVOC) Training - Police,

**SUMMARY:**

Consider the renewal of an existing agreement with Kitsap County for Emergency Vehicle Operations Course (EVOC) training, an essential requirement for sworn law enforcement personnel and a required element of continued agency accreditation.

**AGENDA CATEGORY:** Interlocal Agreement      **PROPOSED BY:** Police

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

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

**BACKGROUND:** Kitsap County provides EVOC training for regional law enforcement agencies to increase officer safety in multi-jurisdictional responses and pursuits. Conducting this training collaboratively is an economical and efficient use of resources. The Bainbridge Island Police Department wishes to execute this agreement to memorialize the terms and conditions of the program and continue participation for its sworn personnel in exchange for fees calculated on the actual costs of providing the program.

**ATTACHMENTS:**

[Interlocal Agreement with Kitsap County Regarding for Emergency Vehicle Operation Course \(EVOC\) Training](#)

**FISCAL DETAILS:** There is \$21,000 in the 2020 Police Safety training budget sufficient to cover these costs.

**Fund Name(s):** General Fund

**Coding:** 53011212/443410

**INTERLOCAL COOPERATION AGREEMENT FOR  
EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) TRAINING**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) TRAINING (“Agreement”) is entered by and among, Kitsap County (“County”), and the identified Cities and Counties, each of which is a municipal corporation of Washington state, and Tribes, which are federally recognized tribes, all collectively referred to herein as the “Parties” and individually as a “Party”.

City of Bainbridge Island  
City of Bremerton  
City of Gig Harbor  
City of Fircrest  
City of Forks  
City of Port Angeles  
City of Port Orchard  
City of Poulsbo

City of Ruston  
City of Shelton  
City of Sequim  
City of Westport  
Clallam County  
Jefferson County  
Suquamish Tribe

**RECITALS**

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to jointly perform any governmental services, activity, or undertaking which it is authorized by law to perform.
- B. Emergency vehicle operations course training is essential and required for sworn law enforcement personnel. Providing this training collaboratively with other law enforcement agencies increases officer safety in multi-jurisdictional responses and pursuits and is an economical efficient use of resources.
- C. The Parties desire to execute this Agreement to memorialize the terms and conditions of the Program.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and covenants, the Parties agree as follows:

- 1. **AUTHORITY.** This Agreement is entered into pursuant to chapter 39.34 RCW.
- 2. **ESTABLISHMENT OF EVOC TRAINING PROGRAM.** The Parties through this Agreement hereby establish the EVOC Training program (“EVOC” or “Program”) for the purposes identified in this Agreement.
- 3. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement, and manage an EVOC Program, identify

those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030.

4. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
5. ADMINISTRATOR. The Kitsap County Sheriff's Office (KCSO) shall function as the administrator of the Program, in coordination and cooperation with the Parties. By functioning in this capacity, the County is not assuming responsibility or liability for the actions or failures to act by the other Parties and/or their respective employees, representatives or agents.
6. EFFECTIVE DATE, DURATION. This Agreement shall be effective from the date the Agreement is executed by at least two Parties and shall remain in effect for five (5) years, unless terminated or extended. This Agreement may be extended for additional consecutive terms upon the written agreement of the Parties.
7. EVOC PROGRAM AND RESPONSIBILITIES
  - A. KCSO will be responsible for the coordination of the Program, which includes Program organization, operation, budget, staffing, and training, in cooperation with the other Parties. A KCSO sergeant shall function as the Program Coordinator. In no event shall the coordination of the Program by KCSO be considered an allocation of liability to KCSO under RCW 10.93.040.
  - B. EVOC training will be provided twice annually in three (3) hours blocks, generally in April and October. By December 31<sup>st</sup> of each year, KCSO will announce the training dates for the subsequent year and advise when classes will be open for registration.
  - C. KCSO will arrange for the use of sufficient training facilities to conduct the EVOC training. The Parties agree to work cooperatively to provide waivers that may be required for the use of such space. The cost of the training facilities will be incorporated into the Program attendee fees.
  - D. Each Program attendee will receive three (3) hours of EVOC training per year. Pursuit Immobilization Technique (PIT) instructions will be provided to attendees only when such maneuvers are authorized by the attendee's department policy. The Program attendee is responsible for advising his/her instructor when PIT maneuverers are not authorized by the attendee's employing agency.
  - E. Each Party shall keep a current copy of its pursuit policy on file with the Program Coordinator. Program attendees will also be required to bring a copy of the pursuit policy to training for discussion.

- F. Each Party will be responsible for providing the vehicles and fuel to be used by its Program attendees for training purposes. Each Party shall be responsible for any insurance, repairs, fuel, maintenance, damage or loss to its equipment and vehicles operated by its employees while participating in Program activities and shall hold the other Parties harmless for the same.
- G. KCSO will provide chase and PIT instruction vehicles for Program use but encourages the Parties to make additional vehicles available to the Program for such use.
- H. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit any attendee from participating in training activities due to unprofessional, unsafe conduct, or other inappropriate conduct. The attendee's employing agency will be advised accordingly.
- I. The Parties agree to work cooperatively together in good faith in coordinating the Program activities and performing their obligations under this Agreement.

## 8. PROGRAM INSTRUCTORS

- A. All EVOC instructors will be required to have successfully completed the basic Emergency Vehicle Operations Instructor training course provided by the Washington State Criminal Justice Training Commission or the equivalent.
- B. The Parties will work cooperatively to ensure that there are sufficient qualified EVOC instructors available to meet the needs of the Program. While KCSO will provide EVOC instructors for the Program, each Party is also required to provide EVOC instructors for the Program with the required number of instructors based on the size and training needs of the Party. Each Party reserves the right to make changes in its personnel assigned, which includes the number of personnel assigned. The Parties will work cooperatively with the Program Coordinator for purposes of scheduling instructors and Program attendees.
- C. All persons functioning as EVOC instructors for the Program will be expected to remain for the entire duration of the session for which they are providing instruction.
- D. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit an instructor(s) from participating in instruction activities based on performance, attendance, teaching ability, unsafe conduct, unprofessional, or other inappropriate behavior. The instructor's employing agency will be advised accordingly.
- E. Nothing in this Agreement shall prohibit or otherwise prevent a Party from sending designated supervisory personnel to any training for the purposes of monitoring and/or evaluating their agency's personnel, training, or equipment.

9. FEES

- A. Each Party will be required to pay KCSO a fee for every Program attendee the Party sends to participate in the Program. The fees will be calculated based on the actual costs of providing the Program.
- B. KCSO will invoice each Party for all attendee fees. Invoices shall be paid within 30 days of the invoice date. Any Party failing to pay the invoice amount may be excluded from participation in the Program.

10. TRAINING RECORDS. Upon successful completion of Program training, each Party will receive verification of its employees Program attendance. Each Party shall be responsible for the maintenance and retention of training records for its employees.

11. TERMINATION, DISSOLUTION, PROPERTY DISPOSITION. Any Party may terminate their participation in this Agreement for any reason upon 60-days prior written notice to the other Parties. The termination of a Party shall not automatically result in dissolution of this Agreement. A terminated Party assumes no responsibility for the acts or omissions occurring after the effective termination date but shall remain liable for acts or omissions occurring prior to the effective date of termination. The Program may be dissolved in its entirety by unanimous agreement of all Parties. Upon termination or dissolution, all property provided by the Party or Parties for Program use will be returned to the respective contributing agencies unless otherwise agreed.

12. INDEPENDENT CAPACITY, RESPONSIBILITIES.

- A. Each Party and its respective employees or agents shall act an independent contractor and continue to be the employees or agents of that Party (the primary commissioning agency) which shall be solely and exclusively responsible for that employee or agent and shall not be considered for any purpose whatsoever to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.
- B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees. No Party shall have the authority to bind another Party nor control the employees, agents or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

### 13. INSURANCE

- A. Each Party will maintain sufficient insurance coverage to cover any and all hazards, damages, costs and liabilities associated with the Program activities, which shall at minimum include the following coverage:
  - i. General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall not contain any exclusions which relate to or arise out of the Program activities under this Agreement. The policy will contain a severability of interests' provision.
  - ii. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Party's owned, hired and non-owned vehicles on the premises at the EVOC training. The policy will contain a severability of interests' provision.

### 14. INDEMNIFICATION

- A. Each Party shall indemnify, defend, and hold harmless the other Parties, and the other Parties' officers, employees, and agents from any and all allegations, complaints, losses, claims, damages, attorneys' fees, or costs for wrongful and/or negligent acts or omissions of the Party and/or its officers, employees, or agents relating to or arising out of Program activities. In the case of allegations, complaints, losses, claims, damages, attorneys' fees, or costs against more than one Party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. The Parties shall cooperate and jointly defend any such matter to the fullest extent allowed by law. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.
- B. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. A Party that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

15. **NONDISCRIMINATION.** No Party shall discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
16. **GOVERNING LAW, VENUE, WAIVER OF IMMUNITY**
- A. This Agreement shall be governed by the laws of the State of Washington. Each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings or actions in any way arising under, or relating to, this agreement or the subject matter of this agreement. Venue for any such claim shall be exclusively in the Kitsap County Superior Court. Each Tribe hereby expressly grants a limited waiver of sovereign immunity to suit solely for the purposes of this provision. The Tribes will neither direct nor authorize their respective insurers to raise defenses of sovereign immunity or treaty rights on behalf of the Tribes for Party claims authorized by this provision.
- B. Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.
- C. The provisions of this section shall survive for three (3) years after the expiration or termination of this Agreement.
17. **FILING.** Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
18. **ADDITIONAL PARTIES.** Additional governmental entities may to be added as a party to this Agreement in the future by executing an addendum to this Agreement executed by the party requesting to begin participation in the Program and all current Parties to this Agreement. The Addendum must be filed with the Kitsap County Auditor's Office in compliance with RCW 39.34.040.
19. **NOTICE.** All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other Parties' law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or

registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

20. **COMPLIANCE WITH LAWS.** The Parties shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.
21. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
22. **INTEGRATION.** This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements between Participating Agencies in furtherance hereof and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
23. **AMENDMENT.** This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment shall not become effective unless written and signed by all Participating Agencies with the same formality as this Agreement.
24. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
25. **NO THIRD-PARTY BENEFICIARY.** It is the specific intent of the Parties that this Agreement shall not confer third-party beneficiary status on any non-party, including but not limited to the citizens of any Party's jurisdiction.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart deemed an original. In the event that fewer than all named parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.
27. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by any Party to this Agreement. Any attempt to assign this Agreement shall be void.
28. **WAIVER.** A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.

29. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
30. SURVIVAL. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement, or extension thereof.
31. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
32. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.
33. AUTHORIZATION. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

*[Signatures appear on the following pages]*

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**COUNTY OF KITSAP**

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY SIMPSON  
Kitsap County Sheriff

\_\_\_\_\_  
CHAD ENRIGHT  
Kitsap County Prosecuting Attorney

APPROVED:

KITSAP COUNTY BOARD OF COMMISSIONERS  
PORT ORCHARD, WASHINGTON

\_\_\_\_\_  
ROBERT GELDER, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
EDWARD E. WOLFE, Commissioner

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHARLOTTE GARRIDO, Commissioner

Dated: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
DANA DANIELS, Clerk of the Board

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**COUNTY OF CLALLAM**

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
Clallam County Sheriff

\_\_\_\_\_  
\_\_\_\_\_  
Clallam County Prosecuting Attorney

APPROVED:

**CLALLAM COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
\_\_\_\_\_, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Commissioner

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Commissioner

Dated: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**COUNTY OF JEFFERSON**

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
Jefferson County Sheriff

\_\_\_\_\_  
\_\_\_\_\_  
Jefferson County Prosecuting Attorney

APPROVED:

**JEFFERSON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
\_\_\_\_\_, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Commissioner

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Commissioner

Dated: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**CITY OF PORT ORCHARD**

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_  
Chief of Police

APPROVED:

\_\_\_\_\_  
ROBERT PUTAANSUU  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARON CATES, City Attorney

ATTEST:

\_\_\_\_\_  
BRANDY RINEARSON, City Clerk

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**CITY OF POULSBO**

By: \_\_\_\_\_  
DAN SCHOONMAKER  
Chief of Police

By: \_\_\_\_\_  
BECKY ERICKSON, Mayor

APPROVED AS TO FORM

ATTEST

\_\_\_\_\_  
JAMES HANEY, City Attorney

\_\_\_\_\_  
RHIANNON FERNANDEZ, City Clerk

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**CITY OF BREMERTON**

APPROVED:

APPROVED:

\_\_\_\_\_  
JIM BURCHETT  
Chief of Police

\_\_\_\_\_  
GREG WHEELER  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
ROGER LUBOVICH, City Attorney

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**CITY OF BAINBRIDGE ISLAND**

APPROVED:

\_\_\_\_\_  
MORGAN SMITH  
City Manager

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2020

**CITY OF GIG HARBOR**

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_  
Chief of Police

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**CITY OF PORT ANGELES**

APPROVED:

APPROVED:

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF FIRCREST**

APPROVED:

APPROVED:

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF FORKS**

APPROVED:

APPROVED:

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF RUSTON**

APPROVED:

APPROVED:

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**CITY OF SHELTON**

APPROVED:

APPROVED:

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF SEQUIM**

APPROVED:

APPROVED:

\_\_\_\_\_

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF WESTPORT**

APPROVED:

APPROVED:

\_\_\_\_\_

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Chief of Police

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

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\_\_\_\_\_

\_\_\_\_\_, City Attorney

\_\_\_\_\_, City Clerk

Approved and executed this \_\_\_ day of \_\_\_\_\_, 2019

**SUQUAMISH TRIBE**

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

\_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

DRAFT



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program - Police,

**SUMMARY:** Consider support of the OESD's Regional Student Threat Assessment Program by allocating a portion of time and resources of a Bainbridge Island Police detective to participate in program activities.

**AGENDA CATEGORY:** Interlocal Agreement      **PROPOSED BY:** Police

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

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

**BACKGROUND:** The Olympic Educational Service District 114 (OESD) Regional Threat Assessment Level II Team Program is a multi-disciplinary team dedicated to the prevention of targeted acts of violence. Through the cooperative sharing of information, resources and the knowledge gained through training with leading experts in the field of threat assessment, the Program will case consult, provide resource and referral information and advice where the risk of violence is imminent and/or anticipated.

**ATTACHMENTS:**

[Memorandum of Understanding with Olympic Educational Service District Regarding the Regional Student Threat Assessment Level II Team Program](#)

**FISCAL DETAILS:** N/A - There is no additional budget needed since the program allocates a small percentage of an existing police detective's salary and benefits toward this program.

**Fund Name(s):** General Fund

**Coding:**

**Olympic Educational Service District  
Regional Student Threat Assessment Level II Team Program  
Memorandum of Understanding with School Districts' Community Partners**

**I. BACKGROUND**

The Olympic Educational Service District 114 (OESD) Regional Threat Assessment Level II Team Program is a multi-disciplinary team dedicated to the prevention of targeted acts of violence. Through the cooperative sharing of information, resources and the knowledge gained through training with leading experts in the field of threat assessment, the Program will case consult, provide resource and referral information and advice where the risk of violence is imminent and/or anticipated.

The Program is comprised of representatives from participating school districts and Olympic Educational Service District, as well as other public and non-profit agencies. This Agreement refers to all participating entities as "Agencies" and individual team members as "Representatives." This Agreement shall be signed by the administrative authority of each Agency, and Representatives, as employees of each Agency, are bound by the terms of this Agreement. Each Agency is responsible for ensuring their Representative has a copy of and understands the confidentiality requirements of this MOU. The Agencies initially participating in the Program include the Olympic Educational Service District (OESD), Local School Districts, County Sheriff Offices and City Police, Non Profit Mental Health Centers and Threat Assessment Consultant(s).

As provided below in Section VI, additional Agencies may be added as additional parties to this MOU as more partners in the work of the OESD Regional Threat Assessment Level II Team Program are identified.

**II. PURPOSE & SCOPE**

This Memorandum of Understanding (MOU) is an expression of intent among the parties to build and maintain a regional student threat assessment community (level II) team program. All parties involved agree:

1. Controlling school violence is a community responsibility and that sharing resources through collaboration of community agencies is the best way to address it;
2. The Program will follow the OESD Regional Threat Assessment community (Level II) team management system processes that assist with identifying and managing potentially dangerous and lethal circumstances in the local schools.
3. All parties are committed to identifying and sharing resources, where feasible, to improve coordination;
4. It is the understanding of all parties that certain roles in serving children and youth are required by law, and that these laws serve as the foundation for defining the role and responsibility of each participating Agency;
5. All obligations stated or implied in this MOU shall be interpreted in light of, and consistent with, governing state and federal laws; and
6. It is understood that each Representative's first responsibility is to the best interests of its own organization, provided that in no case will the confidentiality of information that is obtained as a result of the Agency's participation in the Threat Assessment Program be compromised in furtherance of an Agency's best interests. The parties and their Representatives agree to be sensitive to other participating agency issues, such as: jurisdictions, chains of command, agency business and policy, media and public perception.

**III. RESPONSIBILITIES UNDER THIS MOU**

The parties understand that the Representatives acting as a team, have no authority to develop, issue or disseminate policy or procedure that is in any way binding or contractual upon any of the participating Agencies.

However, since each Representative shares a responsibility to the other Agencies and Representatives and to the success of the team's objectives, the parties agree to the following responsibilities:

1. **Designation of Representatives:** The administrative authority of each participating Agency has sole authority for selection of which individual(s) will serve as that agency's Representative(s) to the team. To the extent possible, the Agency should consider consistency and stability in selection and retention of Representatives. To the extent possible, Agencies should ensure that each Agency consistently provides the same Representatives.
2. **Attendance:** Representatives shall attend scheduled meetings responsibly and be available for emergency consultation when necessary. If an Agency's regular Representative is unable to attend, the Agency will send an alternative Representative from their agency when feasible.
3. **Reporting to Agency:** Representatives will keep their Agency's administrative authority fully advised of the team's activities in a manner satisfactory to the administrative authority.
4. **Confidentiality.** All parties will strictly comply with matters of confidentiality in a manner consistent with the Agency's own policies and rules dealing with confidential material and as required under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, federal regulations regarding disclosure of an individual's drug and alcohol abuse, 42 C.F.R. Part 2, and any other applicable state or federal law. See Section V, below, regarding confidentiality restrictions. Case Files: The confidentiality and custody of all case files are the responsibility of the Representative and Agency who brought the case to the team. All Representatives and Agencies must adhere to the confidentiality provisions set forth in Section V.
5. **Training.** Representatives will continue to pursue additional training and knowledge in the area of threat assessment and management and share this information with other Representatives. Representatives will attend and complete training to be provided by the Program or through outside sources when available and feasible (for new Agencies and their Representatives).
6. **Conflicts.** All parties will immediately report to the Program any situations regarding conflicts of interest between the business of the team, the Representative, or with the Agency.
7. **Insurance.** Each Agency is responsible for ensuring that it has adequate insurance at its own expense for its own individual exposure to liability or loss.
8. **Personal Benefit.** Representatives shall not seek or accept personal gain resulting from either the training or knowledge received by virtue of participating in the Program. This prohibition does not include the Representative's salary and/or employment wages received from the Representative's participating Agency, or reimbursements for travel or other expenses the Representative might incur as the result of attending or presenting trainings relating to the Program. Exceptions to this restriction are permitted only with the knowledge and authorization of all Representatives and the Representative's Agency and only when such would benefit the Program and its participating Agencies.

#### IV. CASE MANAGEMENT

1. **Case Initiation.** Any of the Representatives from an Agency can designate a case to be assessed by the Program. However, subject to the confidentiality restrictions outlined elsewhere in this MOU, if a Representative becomes aware of a threat posed for an Agency, that Representative would immediately advise the Representative of the Agency. It would then be the decision of the Agency district whether to handle the case internally or bring it to all Representatives to address.

2. **Case Files:** While all Representatives are bound by the confidentiality provisions of this Agreement, maintaining security and physical custody of all case files are the responsibility of the Representative who brought the case to the team.
3. **Sources of Information.** Any Representative bringing a case to all Program Representatives to address is welcome and is encouraged to bring whatever sources of information he/she believes would benefit the team in either assessing or managing the case. Those sources of information might include (but are not limited to) reports, documents, recordings, and/or persons such as probation officers, school resource officers, or victim advocates.
4. **Management Decisions.** While other Representatives may offer suggestions, resources or assistance, the determination of how a case will be managed is ultimately the responsibility of the Representative who referred the case to the Program.
5. **Internal Operations.** Barring specific directions from the administrative authorities of the participating Agencies, decisions regarding the internal operations of the Program will be made by consensus of the Representatives, provided they are not in conflict with this MOU. Barring consensus, decisions will be made by majority vote with each participating agency having a single vote.
6. **Program Consultants.** The Program benefits greatly from the availability of individuals who provide consultation, advice, and assistance. These consultants may or may not be employees of participating Agencies and they may attend Program meetings at the invitation of OESD staff(s) designated as Regional Threat Assessment Community (Level II) Program Facilitator/Coordinator. All consultants must sign a confidentiality agreement, and abide by the requirements of FERPA and HIPAA, as set forth in Section V, below. The OESD Regional Threat Assessment Community (Level II) Program Facilitator/Coordinator (s) will review the confidentiality requirements with all consultants.

## V. CONFIDENTIALITY RESTRICTIONS

### A. Restrictions on Disclosing Information Protected by HIPAA

1. **HIPAA Applicability.** All parties to this memorandum of understanding acknowledge that many of the parties are subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. Law No. 104-191, codified at 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq. In order for the parties to perform threat assessments under this MOU, it may be necessary for some parties to make available without written patient authorization certain protected health information protected by the HIPAA privacy rule. "Protected health information" has the same meaning as the term in 45 C.F.R. 164.501, but for purposes of this MOU, the definition is limited to information created or received by a party on behalf of another party to this MOU for purposes of the Program. "Protected health information" does not include health information contained in "education records" as defined by FERPA and below in Section V.B. To the extent health information is contained in education records, it is protected by FERPA, rather than HIPAA.
2. **Treatment of Protected Health Information.** HIPAA requires protected health information to be afforded special treatment and protection. The information can be used for the purposes of the Program and can be re-disclosed only in accordance with the HIPAA Privacy Rule. In accordance with the HIPAA Privacy Rule, all parties to this agreement agree to use or disclose protected health information obtained under this agreement only with the authorization of the party who disclosed the information unless otherwise authorized by the HIPAA Privacy Rule. Any Representative who becomes aware of any use or disclosure of protected health information inconsistent with this MOU shall report the unauthorized use or disclosure to the Agency which originally disclosed the protected health information for Program purposes. The parties anticipate that all file records will be stored by the representing Agency that brings the case to the Program as noted in Section IV. However in the even 172

of termination of this MOU, each party must, to the extent feasible, return to the source Agency or destroy all protected health information received by virtue of participation in the Program, if other records were kept and not stored with the source Agency.

- 3. Possible disclosure to avert imminent threat.** Under the HIPAA Privacy Rule, a covered entity may disclose protected health information if the covered entity, in good faith, believes it is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public. Any such disclosure must be to a person reasonably able to prevent or lessen the threat, which could include the target of the threat. The disclosure must be limited to the minimum amount of information necessary to avert the threat.

## **B. Restrictions on Disclosing Information Protected by FERPA**

- 1. FERPA Applicability.** All parties to this memorandum of understanding acknowledge that each participating school district is governed by the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 C.F.R. Part 99, which governs the disclosure of personally identifiable information in protected education records. Education records mean (1) materials that contain information directly related to a student; and (2) materials that are maintained by an educational agency or institution or by a person acting for such agency or institution.
- 2. Treatment of Personally Identifiable Information.** FERPA requires education records, and personally identifiable information obtained from education records, to be afforded special treatment and protection. Education records and personally identifiable information can be disclosed only in accordance FERPA. Each Agency and Representative agrees not to disclose information obtained as a result of the Agency's participation in the Threat Assessment Program except to the extent specifically authorized by FERPA. All parties to this memorandum understand that in the context of the Threat Assessment Program, Representatives will act as volunteers or contracted consultants providing services to a school district, and are considered "school officials" with legitimate educational interests pursuant to FERPA. 34 C.F.R. § 99.31. In accordance with FERPA, all parties agree to use information obtained as a result of participation in the Program only for the purposes of the Program.
- 3. Re-disclosure.** All parties agree not to re-disclose FERPA-protected information obtained as a result of participation in the Program to any person except as authorized by this MOU and FERPA. Re-disclosure of the information is authorized only when: (i) the parents and/or students have given consent, or (ii) when it is reasonably necessary to protect any person from an immediate risk to the person's health or safety. When information is disclosed to protect a person's health or safety, the disclosure must be made to a person reasonably able to prevent or lessen the threat, which could include the target of the threat. The disclosure must be limited to the minimum amount of information necessary to avert the threat.

## **C. Restrictions on Disclosing Drug and Alcohol Abuse**

- 1. Applicability.** The confidentiality of alcohol and drug abuse patient records maintained by a federally-assisted program holding itself out as providing drug and alcohol abuse diagnosis, treatment, or referral for treatment is protected by federal law, 42 C.F.R. Part 2. Federal law prohibits disclosure of information obtained by such a program if that information would identify that the individual abuses drugs or alcohol.

2. **Permissible Disclosure.** Information identified as protected in Section V.C.1 above may be disclosed only as permitted by 42 C.F.R. Part 2, which permits disclosure when: (1) the program obtains written parental consent (or, if parental consent not required under chapter 70.96A RCW and 42 C.F.R. § 2.14, the consent of the patient); (2) the disclosure is permitted by court order; or (3) the disclosure is made to medical personnel for the purpose of treating a condition which poses an immediate threat to the health of any individual and requires immediate medical intervention.

## VI. ADMINISTRATIVE

- A. **Renewal.** This agreement shall be in effect as of the date of execution and will remain in effect until August 31, 2017, at which time it will automatically renew for a one year term. This agreement shall renew automatically on August 31 of each succeeding year unless otherwise modified or terminated.
- B. **Termination.** It is expressly understood that any of the parties may terminate their participation in this agreement for whatever reason by giving sixty (60) days' written notice to the other parties; provided, however, that the parties shall continue to be bound by the confidentiality provisions of this Agreement, Section V, notwithstanding termination.
- C. **Counterparts.** This agreement may be signed in counterparts, each of which will be deemed an original, and all of which, taken together, will be deemed one and the same document.
- D. **Additional parties.** The parties anticipate that additional agencies may be identified for participation in the Program after execution of this agreement. The parties agree that additional Agencies may sign the Agreement by executing a signature page in counterparts. The participation of additional Agencies will not affect the validity of the agreement as to existing parties. All parties shall be notified of the additional Agencies that become a party to this Agreement.
- E. **Modification.** Modification shall be made in writing and signed by all parties.
- F. **Choice of Law and Venue.** In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action or proceeding will be brought in a court of competent jurisdiction in Washington. The laws of the State of Washington will apply to this Agreement.
- G. **Assignment.** No party may assign its rights or responsibilities under this MOU without the written authorization of the other parties. Subject to the foregoing, this MOU will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- H. **Waiver.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- I. **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 this Agreement did not contain the particular term or provision held to be invalid.
- J. **No new entity created.** No separate administrative or legal entity is created as a product of this Agreement. No property will be held or transferred in furtherance of the Program.

**VII. PARTICIPATING AGENCY/ORGANIZATION/SCHOOL DISTRICT**

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering an agreement with one or more parties to this agreement. Such agreements shall not nullify the force and effect of this agreement. This agreement does not remove any other obligations imposed by laws to share information with other agencies.

<p><b>BAINBRIDGE ISLAND POLICE DEPARTMENT</b></p> <p>Signed this date _____</p> <hr/> <p>Morgan Smith, City Manager</p>	<p><b>OLYMPIC EDUCATIONAL SERVICE DISTRICT 114</b></p> <p>Signed this date _____</p> <hr/> <p>Administrative Authority Gregory J. Lynch, Superintendent</p> <hr/> <p>Kristin Schutte, Executive Director, Student Services</p> <hr/> <p>Jennifer Acuna, Special Services Director</p> <hr/> <p>Jeff Allen, Youth Services Programs Director</p> <hr/> <p>Michelle Dower, Student Services Program Manager</p> <hr/> <p>Malorie Woods, Student Services Threat Assessment Coordinator</p>
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CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Utility Van Procurement - Public Works,

**SUMMARY:** City Council to consider forwarding the Utility Van Procurement for approval with the March 24, 2020 Consent Agenda.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

<b>Amount:</b>	\$100,623.38
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$100,623.38
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** Utility vans are used by Public Works Operations & Maintenance for city infrastructure maintenance and utilities use. This proposed purchase replaces two utility vans (#28 & #47) which are listed on the CIP for replacement.

The Public Works Department utilizes the State of Washington bid program to purchase new vehicles whenever possible, making use of volume pricing discounts.

Public Works staff has worked with Colombia Ford using the Washington State Department of Enterprise Services under contract #05916 for the purchase of two 2020 Ford Cargo Utility Vans in the combined amount of \$100,623.38. The Capital Improvement Program Equipment budget for the two vans is \$131,000.00. The remaining budget will be used to upfit the utility vans.

RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or bio-fuel and this purchase meets that requirement due to the 2.0 liter I-4 diesel engine which accepts bio-diesel.

**ATTACHMENTS:**

[Columbia Ford Utility Van Quote.pdf](#)

**FISCAL DETAILS:** There is Budget in the CIP totaling \$130,000 (\$63,000 Water and \$68,000 Sewer). After these vehicles have been purchased there will be \$30,377 left for upfitting the vehicles.

**Fund Name(s):** Sewer Fund

**Coding:**

## Joel Goodwin

**From:** NOREPLY@des.wa.gov  
**Sent:** Friday, February 21, 2020 6:56 AM  
**To:** orders@colford.com  
**Cc:** Joel Goodwin  
**Subject:** Vehicle Purchase Request - 2020-2-260 - BAINBRIDGE ISLAND, CITY OF - 21804

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

### Contract & Dealer Information

Contract #: 05916 - Motor Vehicles

Dealer: Columbia Ford  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: orders@colford.com

### Organization Information

Organization: BAINBRIDGE ISLAND, CITY OF - 21804

Order Contact: Joel Goodwin  
Contact Phone: 206.780.3583

Contact Email: jgoodwin@bainbridgewa.gov

Organization Reference #: 21804

Vehicle Location: BAINBRIDGE ISLAND

Quote #: 2020-2-260

Comments: Please substitute item number 2020-0418-114 with 2020-0418-115 because I have selected the diesel motor upgrade.

### Color Options

Oxford White (YZ) - 2

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0418-001	2020 Ford Transit Full-Size Cargo Van	2	\$24,695.00	\$49,390.00
2020-0418-023	BLOCK B: MEDIUM ROOF (Select B1, B2 or B3)	2	\$0.00	\$0.00
2020-0418-028	B2: MEDIUM ROOF T25, 9070# GVWR, Regular Length, 130in WB, 220in OL, 100.8in OH (R1C/101A/130WB)	2	\$4,325.00	\$8,650.00
2020-0418-076	Alternative Engine, 2.0L I-4 Diesel (Includes Auto Start-Stop Technology, 10-Speed Automatic Overdrive Transmission w/ SelectShift and Auxiliary Transmission Oil Cooler, PTC Heater, Dual AGM Batteries #63E, Engine Hour Meter, SEIC capability and Engine Block Heater #41H) (Not available w/ All-Wheel Drive models) (Not available w/ T15 models, any roof height) (Not available w/ T35 models w/ Medium or High Roof height) (Only available w/ model codes: R1Y, R1Z, R1C, R1D, R1X, R1V, R3X, W3X, F4X, S4X) (99A/44U)	2	\$3,818.00	\$7,636.00
2020-0418-077	NEW: Biodiesel Engine Prep Package (Must also order 2.0L EcoBlue Bi-Turbo I4 Diesel Engine #99A) (98B)	2	\$300.00	\$600.00
2020-0418-079	Manual Regen Initiation with Active Regen Inhibitor (Only available w/ diesel) (98E)	2	\$358.00	\$716.00

2020-0418-082	NEW: Vehicle Maintenance Monitor (Includes Engine Hour Meter) (depending on engine, will display engine hour meter, oil life, oil level, tire pressure, water in fuel, DEF information and exhaust filter status) (61C)	2	\$43.00	\$86.00
2020-0418-086	Daytime Running Lights (942)	2	\$43.00	\$86.00
2020-0418-093	Cruise Control (Includes Adjustable Speed Limiting Device - ASLD) (60C)	2	\$311.00	\$622.00
2020-0418-106	Trailer Tow Package (Includes Tow/Haul Mode w/ Trailer Wiring Provisions #53D, 4/7-pin connector assembly, relay system for back-up/B+/running lights, frame-mounted hitch receiver) (deletes Rear Recovery Hook) (Does not include Trailer Brake Controller, must be ordered separately if desired) (53B)	2	\$465.00	\$930.00
2020-0418-107	Trailer Brake Controller (Must also order Trailer Tow Package #53B or Tow/Haul Mode #53D) (Must also order Cruise Control #60C or Adaptive Cruise Control #60D)(67D)	2	\$387.00	\$774.00
2020-0418-112	12V Powerpoint (located in rear cargo area) (87A)	2	\$14.00	\$28.00
2020-0418-114	NEW: Power Outlet - 110V/400W (High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site) (Includes Dual AGM Batteries #63E) (Not compatible with Push Down Manual Parking Brake #90G, Programmable Battery Guard/Enhanced Cut-off Relay #59C or Front/Rear Aux A/C and Heater #57G) (90D)	2	\$454.00	\$908.00
2020-0418-116	High-Capacity Upfitter Switches (Includes Large Center Console w/ integrated Shifter #67E and Auxiliary Fuse Panel w/ High Spec interface Connector #87E) (Not available w/ Dual Passenger Seat options #212, 213, 216 or 217) (67C)	2	\$583.00	\$1,166.00
2020-0418-123	Limited Slip Rear Axle (call dealer for availability)(XXL)	2	\$311.00	\$622.00
2020-0418-124	NEW - HD Front Axle (41E)	2	\$300.00	\$600.00
2020-0418-125	Exterior Upgrade Package (for SRW only) (Includes chrome headlamp trim and three-bar grille w/ chrome surround) (16in Steel Wheel w/ Full Silver Wheel Covers for standard front axle configurations, or 16in Silver Steel Wheels w/ Exposed Lug Nuts for HD Front Axle configurations) (18D)	2	\$345.00	\$690.00
2020-0418-142	Seats: Vinyl (Dark Palazzo Grey), 2-way manual (fore/aft/recline) driver and passenger with inboard armrests (includes driver/passenger front and thorax airbags, plus front curtain airbags) -- this option adds front passenger inboard armrest (base vehicle includes driver side armrest only) (21P)	2	\$43.00	\$86.00
2020-0418-160	HD Cargo Flooring (130WB, Regular Length) (also includes HD Rear Scuff Plate Kit #85B to be installed by dealer/upfitter) (Not available with Dual Sliding Side Cargo Doors #59B or Crew Van Seating options) (60B)	2	\$712.00	\$1,424.00
2020-0418-205	Service Manual, CD (DLR)	2	\$221.00	\$442.00
2020-0418-206	Service Manual, Wiring Diagram, Paper (DLR)	2	\$87.00	\$174.00
2020-0418-207	Undercoating (Wheel Wells)(DLR)	2	\$135.00	\$270.00
2020-0418-210	Mud flaps, front and rear (DLR)	2	\$144.00	\$288.00
2020-0418-211	Floor mats, HD rubber molded, Front (WeatherTech) (DLR)	2	\$155.00	\$310.00
2020-0418-340	Adrian Steel Locksmith Package (Fits Medium Roof Van Only) (ADR 5274TM) (ABW340)	2	\$6,281.00	\$12,562.00
2020-0418-451	Lighting - Federal Signal surface mounted Micropulse Ultra amber warning lights installed 2 in the front and two in the rear (total of 4) wired to one lighted switch on the dash (ALL FED MPS1200U) (ABW451)	2	\$1,194.00	\$2,388.00
2020-0418-455	Lighting - Two (2) High (1500) Lumen LED Cargo Lights installed on ceiling wired to toggle switch installed on partition (must be ordered with partition) (ALL FDT-LEDCLPKG) (ABW455)	2	\$689.00	\$1,378.00

**Request Totals**

	<b>Total Vehicles:</b>	2
	<b>Sub Total:</b>	\$92,826.00
	<b>8.400 % Sales Tax:</b>	\$7,797.38
	<b>Request Total:</b>	\$100,623.38



CITY OF  
BAINBRIDGE ISLAND

## Special City Council Meeting Agenda Bill

**MEETING DATE:** March 24, 2020

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Appointments to the Green Building Task Force - Mayor Schneider,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Green Building Task Force. Applications were reviewed by Mayor Schneider, Councilmember Deets, and Councilmember Pollock. Mayor Schneider brings forward the following names for Council consideration of approval: Jonathan Davis, Russ Hamlet, Julie Kriegh, Kathleen O'Brien, Richard Perlot, Marty Sievertson, Kathleen Smith and Jason Wilkinson.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Green Building Task Force Applications \(Redacted\).pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 10, 2020 4:55:32 PM

---

## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Rick Blumenthal
Email	
Phone	
Address	
City	
State	
Zip	
Current Employer	Knauf Insulation, Inc.
Current Position	Building Science Specialist
I am interested in serving on one of the following City advisory groups (select all that apply):	Green Building Task Force (9 positions)
<b>Experience &amp; Qualifications</b>	
Have you served on any City advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	Building enclosure assembly design, building analysis and diagnostic testing, critical detailing for high performance, sustainable, durable, healthy and resilient building assemblies.

activities, training, education) if any:

Training and previous certifications as Energy Star Verifier, Built Green Verifier, HERS Rater, BPI Building Analyst, Performance Tested Comfort Systems Diagnostic pressure tester, High Performance Insulation Professionals trainer, Earth Advantage Building Energy Rater, Living Building Challenge ambassador, North American Insulation Manufacturer's Assoc., Certified Mediator, Building Insulation committee chair, BS, Environmental Conservation, minor in Environmental Planning. I provide detailed technical information to architects, engineers and building officials for water and moisture management in buildings, air and thermal boundaries, recommendations for correcting building assembly failures, ventilation strategies and many other expert opinions and analysis of building enclosures.

Please share your community interests (groups, committees, organizations) if any:

Strong interest in providing information and education on high performance, sustainable construction to the building industry at large including material selections. Groups I am associated with include International Living Future Institute, ICC, ASHRAE, PHIUS, NAIMA.

Feel free to attach your resume (optional):

*Field not completed.*

Type the Year

2020

How did you hear about the volunteer opportunity?

Other - See below

Other

Climate Committee Meeting

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 17, 2020 10:49:08 AM

---

## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Jonathan Davis
Email	
Phone	
Address	
City	
State	
Zip	
Current Employer	Self - Davis Studio Architecture + Design
Current Position	Owner/Architect
I am interested in serving on one of the following City advisory groups (select all that apply):	Green Building Task Force (9 positions)
<b>Experience &amp; Qualifications</b>	
Have you served on any City advisory groups in the past?	Yes
If so, please indicate which groups:	Affordable Housing Task Force
Please share your qualifications for this appointment (skills,	Licensed Architect. Designed and built our first sustainable house in 1986, most of the homes we build now are net-zero homes, using sustainable, healthy materials. Designed the first

activities, training, education) if any:

built One Planet community in the US (Grow Community) and the first Living Building Net Zero Energy registered community on Bainbridge (The Walk)

---

Please share your community interests (groups, committees, organizations) if any:

Sustainable Bainbridge - Board  
Assisted COBI with writing the new Subdivision Ordinance  
Support HRB and Affordable Housing on Bainbridge

---

Feel free to attach your resume (optional):

---

Type the Year

2020

---

How did you hear about the volunteer opportunity?

Other - See below

---

Other

Council Meeting

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Email not displaying correctly? [View it in your browser.](#)

Jonathan Davis  
Davis Studio Architecture + Design, LLC

Davis Studio Architecture + Design, led by architect Jonathan Davis, has a long history of environmental stewardship and sustainable design. Since 1985, Jonathan has been incorporating sustainable technologies into the buildings he has designed, as well as ensuring that the buildings are suitably located within their environment to take advantage of passive solar and natural ventilation and more importantly having as small an impact on the environment as possible.

Davis Studio Architecture + Design is the principal architect for the award winning, net-zero, multi-generational Grow Community (Phase 1), the largest solar community in the State of Washington. As well as being responsible for the architectural design of all the homes and apartment buildings, Davis Studio Architecture + Design worked closely with the energy engineers to integrate and coordinate all the leading-edge technologies in the homes to achieve the net-zero/zero carbon standards for this One Planet Community.

Davis Studio Architecture + Design projects have been built to LEED, BuiltGreen and One Planet Endorsement. Davis Studio A+D provides architectural and interior design for residential, retail, commercial, institutional, and public buildings as well as urban planning, throughout the U.S.

**Licensed Architect:**

State of California, C 24323, 1993  
State of Washington, 10319, 2011

**EXPERIENCE: Professional**

2002-  
present **davis studio, Architecture + Design**  
Bainbridge Island, Washington

**PROJECTS - multi-family and communities**

**ON THE BOARDS**

Grow Community - Phase 3, Bainbridge Island, Washington	14 unit net-zero community	2018-present
Big River, Chelan County, Washington	7 unit river front community	2018-present
Ohana, Spokane, Washington	60 unit supportive community	2018-present
Suzuki Farms, Bainbridge Island, Washington	60 unit affordable community	2016-present
The Farm, Manson, Washington	64 unit agri-hood community	2016-present
Infinia Village, Gainesville, Florida	100 unit sustainable community	2016-present

**BUILT**

The Walk, Bainbridge Island, Washington	38 unit net-zero community	2016-2019
Grow Community, Bainbridge Island, Washington	43 unit sustainable community	2011-13
Wilton Condominiums, Los Angeles, California	12 Unit New Construction	2006-09

**PROJECTS - single family**

**ON THE BOARDS**

Upton Residence, Denver, Colorado	Addition to Keats Residence	2018-present
Pet Residence, Orcas Island, Washington	New Home + Guest House	2016-present
Berner Residence, Bainbridge Island, Washington	New Home	2015-present
Stutzman Residence, Bainbridge Island, Washington	New Home	2015-present

**BUILT**

Fletcher Residence, Bainbridge Island, Washington	Major Remodel	2016-19
Spinak Residence, Bainbridge Island, Washington	Major Remodel	2013-15
Berg Residence, Bainbridge Island, Washington	New Home	2013-14
EcoFab House, San Francisco, California	Modular Show Home	2011-13
Kaner Residence, Mar Vista, California	Modular Addition and Remodel	2008-10
Sears Residence, Venice, California	Modular Addition	2008-10
O'Meara Residence, Playa del Rey, California	New Home	2006-10

**EXPERIENCE: Professional, cont:**

**PROJECTS - policy and ordinance**

	City of Bainbridge Island, Washington City of Bainbridge Island, Washington	Subdivision Ordinance Comprehensive Plan	2018-19 2016
1995-2003	<b>Jonathan Davis, Architect</b> Los Angeles, California		
Sept 1991 - May 1995	<b>Frank O. Gehry and Associates</b> Santa Monica, California		

**EDUCATION:**

1991	<b>MASTER OF ARCHITECTURE</b> Southern California Institute of Architecture
1990	<b>Stadelschule fur Kunst</b> Department of Architecture
1985	<b>Architectural Association</b> School of Architecture
1984	<b>BACHELOR OF SCIENCE IN ARCHITECTURE</b> University of Michigan

**PUBLICATIONS and EXHIBITIONS:**

Nov 2018	<b><u>Unlocking opportunities for 'intergenerational living' in our cities</u></b> by Lucy Wallwork Multibriefs.com Bristol Housing Festival and Grow Community
2018	<b><u>Living with Wellness</u></b> CLAD Magazine - Issue 2 Grow Community
June 2017	<b><u>Designing Sustainable Communities</u></b> by Avi Friedman Bloomsbury Publisher Grow Community
Nov 2016	<b><u>It Takes a Village</u></b> by Amara Holstein Dwell Magazine Grow Community
Dec 2014	<b><u>Holistic Homes</u></b> Green Builder Magazine Grow Community
June 2014	<b><u>Building for Wellness - The Business Case</u></b> ULI Magazine Grow Community
2014	<b><u>Prefabulous World</u></b> by Sheri Koones Abrams Publishers Everett House - Grow Community
Aug 2014	<b><u>Grow - Bainbridge - Building a Healthy Community from the Inside Out</u></b> Premier Builder Magazine Grow Community
Nov 2013	<b><u>Is this the Most Sustainable Neighborhood in the US?</u></b> by Adele Peters FastCompany.com Grow Community
May 2013	<b><u>Rising Sun</u></b> Puget Sound Business Journal Grow Community
Spring 2013	<b><u>Environmental Innovator</u></b> Washington Business Magazine Grow Community
Fall 2012	<b><u>Growing Community</u></b> by Nancy Goll Bainbridge Island Magazine Grow Community
2012	<b><u>Prefabulous + Almost Off the Grid</u></b> by Sheri Koones Abrams EcoFab House

**PUBLICATIONS and EXHIBITIONS, cont:**

- Oct 2009      **pieceHomes Commits to Modern, Green and Modular** by Robert Mendel  
Automated Builder  
pieceHomes
- March 2009    **Pushing the Envelope of PreFab** by Claire Anderson  
Home Power Magazine  
pieceHomes
- April 2008    **pieceHomes pH:for a Balanced Home** by Karen Dodd  
Builder/Architect Magazine  
Davis Residence + pieceHomes
- Sept 2006     **Urban Tranquility** by John Sovec  
Yogi Times Magazine  
Davis Residence
- Sept 2001     **A Clear Vision** by Betsy Lehndorff  
Rocky Mountain News  
Bell Mountain Residence
- 2001          **Frank Gehry, Architect**  
Exhibition, Guggenheim Museum, New York  
Various projects
- 1998          **Frank O. Gehry, The Complete Works**  
The Monacelli Press  
Various projects
- 1991          **From the Edge, SCI-ARC Student Work**  
Princeton Architectural Press  
Topology: Los Angeles, A Topography

**HONORS and AWARDS:**

- Dec 2014      **Best Community Project**  
**Green Home of the Year Award**  
Green Builder Magazine  
Grow Community
- Dec 2013      **Sustainable Business of the Year**  
Bainbridge Island Chamber of Commerce
- May 2013      **Environmental Innovator Award**  
Environmental Excellence Awards  
Association of Washington Businesses  
Grow Community
- May 1991      **Henry Adams Medal**  
A.I.A. Medal for Scholarship and Distinction  
Southern California Institute of Architecture
- 1990          **DAAD (Deutscher Akademischer Austausch Dienst)**  
Sur Place Grant  
for studies in Germany
- 1988 -1989    **Kurt Meyer Scholarship**  
Southern California Institute of Architecture
- Jan 1989 -  
April 1990    **Graduate Admissions Committee, Student Member**  
Southern California Institute of Architecture

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Monday, January 20, 2020 9:01:42 AM

---

## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name                      Russell S. Hamlet

Email

Phone

Address

City

State

Zip

Current Employer                      Studio Hamlet Architects

Current Position                      Owner

I am interested in serving on one of the following City advisory groups (select all that apply):                      Green Building Task Force (9 positions)

### Experience & Qualifications

Have you served on any City advisory groups in the past?                      Yes

If so, please indicate which groups:                      Design Review Board  
Code users advisory group

Please share your qualifications for this appointment (skills,                      Architect with an interest in sustainable design. I have lived and worked as an architect on the island since 1991. Starting my own firm in 2004 and since have completed over 200 successful

activities, training, education) if any:

architectural projects on the island. We have done several LEED, BuiltGreen, Build America projects. Past member of US Green Building Council. LEED Accredited Professional for Building and Homes.

---

Please share your community interests (groups, committees, organizations) if any:

Strong interest in the workings of the planning and building departments. member Rolling Bay community group. Interests with Sustainable Bainbridge and the Land Trust, schools.

---

Feel free to attach your resume (optional):

Type the Year

2020

---

How did you hear about the volunteer opportunity?

Newspaper

---

Other

*Field not completed.*

---

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### **Professional Background**

2004-present	Studio Hamlet Architects. Bainbridge Island, WA
1998-2004	Marc LaRoche Architects (MLR-A). Bainbridge Island, WA
1996-1998	James Cutler Architects (JCA). Bainbridge Island, WA
1991-1996	Bohlin Cywinski Jackson (BCJ). Seattle, WA
1990-1991	Truex DeGroot Cullins Architects. Burlington, VT
1988-1990	Goldsmith & Morris Architects. Burlington, VT

### **License / Registration**

1994	Vermont State #2060
1994	Washington State #6486

### **Education**

1988	Kansas State University, Bachelor of Architecture (Magna Cum Laude)
1984	Vermont Technical College, Associate Degree in Architecture

- Member American Institute of Architects (AIA), Seattle AIA Chapter
- Certified Sustainable Building Advisor (CSBA)
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
- Experienced LEED AP for Homes (LEED AP - Homes)
- Experienced LEED AP for Building Design & Construction (LEED AP - BD+C)
- Member Northwest Ecobuilding Guild
- Member United States Green Building Council (USGBC)
- Member Cascadia Chapter of the USGBC
- Former Member City of Bainbridge Island Code Users Advisory Team
- Former Member City of Bainbridge Island Design Review Board (Chairman)

### **Project Experience**

- Hyla Middle School. Master Planning. Renovations. New Multi-purpose Building. Bainbridge Island, WA
- Montessori Country School Campus Expansion. Master Planning. Bainbridge Island, WA
- Prentice-Makosky. New Residence & Studio. Bainbridge Island, WA
- Parker Boathouse. Bainbridge Island, WA
- Rolling Bay Land Company. Day Road Property. New Residence. Bainbridge Island, WA
- Dayaalu (Yoga & Retreat Center). Addition and Remodel. Bainbridge Island, WA
- Sequim Barn and Glass House. Sequim, WA
- Seybolt Residence. Remodel and Addition. Pittsburgh, PA
- Farrell-Waiss Residence. New Residence. Bainbridge Island, WA
- Mahlum - Franz Residence. Remodel and Addition. Bainbridge Island, WA
- Bressler Houseboat Tender. Portland, OR

- Ramsay Waterfront Beach Cottage. New Residence. Kingston, WA
- Deets Office and Guest Studio. Bainbridge Island, WA
- Walaskay Beach House. Renovation. Bainbridge Island, WA
- Seybolt Residence. Remodel. Pittsburgh, PA
- Kennedy Art Studio. Bainbridge Island, WA
- Smugglers Notch Resort Property Development. Jeffersonville, VT
- Green Floating Home. Portland, OR <http://freshome.com/2010/11/11/impressive-floating-residence-with-charming-country-details/>
- Athens Georgia Student Housing. Athens, GA
- Ericksen Garden Cottages. Bainbridge Island, WA
- Reveley Boathouse. Bainbridge Island, WA
- Wallace - Ringold Studio. Bainbridge Island, WA
- Rolling Bay Cottages. New Homes Development. Bainbridge Island, WA
- Birkland Remodel. Bainbridge Island, WA
- Derzon - Supplee Residence. Addition and Remodel. Bainbridge Island, WA
- Hoberg Residence. Addition. Bainbridge Island, WA
- Jones Residence. ADU. Bainbridge Island, WA
- Rolling Bay Land Company Office. Bainbridge Island, WA
- Community Bus Stop Shelter. Bainbridge Island, WA
- Valentine-Brown Residence. Prineville, OR
- Valley Farm, LEED Gold Certified Home. Bainbridge Island, WA <http://www.rollingbaylandco.com>  
<http://www.builtgreen.net/studies/1333.html>  
[http://studiohamlet.com/publish/FineHomebuilding/MakingtheGreenBuilding/FHB\\_LEED\\_H.pdf](http://studiohamlet.com/publish/FineHomebuilding/MakingtheGreenBuilding/FHB_LEED_H.pdf)
- Edwards Residence. Addition. Bainbridge Island, WA
- Leedy Residence. Remodel. Bainbridge Island, WA
- Floating Guest House. Portland, OR  
<http://www.finehomebuilding.com/design/articles/big-river-small-house.aspx?nterms=62892&ac=ts&ra=fp>
- Eaton/Chudak. Addition and Remodel. Bainbridge Island, WA
- Parazaider Residence. Addition. Bainbridge Island, WA
- Network Chiropractic Offices. Addition. Bainbridge Island, WA
- Keith Residence. Jericho, VT
- Design Showroom. Tenant Fit-Up. Bainbridge Island, WA
- Skelly Property. Land Planning. Bainbridge Island, WA
- Barber Residence. Remodel. Cambridge, VT
- Osuna-deBoor Studio. Bainbridge Island, WA
- Sodikoff Condominium. Remodel. Bainbridge Island, WA
- D'Annunzio Residence, Remodel. Gig Harbor, WA
- Cardosi Residence. Remodel. Bainbridge Island, WA
- Schmale-Hartley Residence. North River, NY
- Houser Residence. Remodel. Bainbridge Island, WA
- Persephone Farm House. Remodel. Indianola, WA  
<http://persephonefarm.com/>
- Holmes-Larsen Studio. Remodel. Bainbridge Island, WA
- Fiepkke Residence. Remodel. Seattle, WA
- Martin/Fabert Residence. Remodel. Bainbridge Island, WA  
<http://www.finehomebuilding.com/how-to/articles/small-baths-live-large.aspx?collection=73258>
- Serrurier Residence. Remodel. Portland, OR
- Schneider Residence. Remodel. Bainbridge Island, WA
- Nett/Fritchman Residence. Remodel. Bainbridge Island, WA
- James Residence. Addition. Amherst, MA

- Prentice Residence. Sequim, WA (MLR-A)
- Reisfeld Residence, Bainbridge Island, WA (MLR-A)
- Miner Residence, Kitchen Remodel, San Francisco, CA (MLR-A)
- Lifeso Residence. Mendocino, CA (MLR-A)
- Oakville Ranch. Remodel. Napa, CA (MLR-A)
- RNM Restaurant. San Francisco, CA (MLR-A)
- Miner/Anderson Residence. San Francisco, CA (MLR-A)
- Christman Residence. Southworth, WA (MLR-A)
- Miner Residence. San Francisco, CA (MLR-A)
- Leatham/Steiner Cabin. \* Winthrop, WA (JCA)
- Harbor Place. Bainbridge Island, WA (JCA)
- Gates Residence. \* Medina, WA (BCJ/JCA, Joint Venture)
- Adirondack House. Lake George, NY (BCJ)

\*AIA National Honor Award Project

(MLR-A)	Completed while employed with Marc LaRoche Architects
(JCA)	Completed while employed with James Cutler Architects
(BCJ)	Completed while employed with Bohlin Cywincki Jackson

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Monday, January 13, 2020 10:06:02 AM

---

## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Joanna Jenkins

Email

Phone

Address

City

State

Zip

Current Employer Alpine Start Consulting

Current Position Sustainable Design Specialist

I am interested in serving on one of the following City advisory groups (select all that apply): Green Building Task Force (9 positions)

### Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, Originally trained as an Architect, my career has focused on green building consulting for the past 15 years. My work is concentrated in guiding projects through the LEED certification

activities, training, education) if any:

process, although I also work in other rating systems including the Living Building Challenge and Enterprise Green Communities as well as BREEAM, Estidama, Fitwell, and Sites. My work includes both commercial and residential projects and I've worked with local governments, school districts, commercial developers, and universities. My credentials include Registered Architect in the State of WA, LEED AP BD+C, LFA, BREEAM AP.

I've spoken at various green building conferences and was the Chair of a regional green building conference, Gulf Coast Green in 2015. I have also taught LEED and green building as a guest lecturer at Texas Tech University.

Much of my career was spent at a large architecture/engineering firm, but several years ago I opened my own consulting practice on the island. My firm's most recent certification is the BLIS apartment building on Ferncliff, which has reached LEED Gold. I also have single family residential clients on the island, one of which is seeking LEED Platinum.

I have worked with several clients in the development of green building standards, including corporations and universities, and I'm confident I can add value to the proposed 9 person Task Force.

---

Please share your community interests (groups, committees, organizations) if any:

Member, Office XPats  
Member, Bainbridge Island Chamber of Commerce  
Volunteer Podcast host with BCB

---

Feel free to attach your resume (optional):

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Type the Year

2020

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How did you hear about the volunteer opportunity?

Other - See below

---

Other

contacted by Heather Wright and Jason Wilkinson.

---

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# JOANNA JENKINS

AIA, NCARB, LEED AP BD+C, BREEAM AP, PQP, LFA

## Professional Experience

Alpine Start Consulting, LLC  
Bainbridge Island, Washington  
Sustainable Design Consulting  
2015- present

Page Southerland Page, Inc.  
Sustainable Design Consulting  
2004- 2015

Bricker & Cannady Architects  
Project Architect,  
2003-2004

Brand + Allen Architects, Inc.  
Project Architect,  
2002-2003

Manley and Harper Architects  
Project Architect,  
1999-2002

## Education

The Ohio State University,  
Austin E. Knowlton School of Architecture,  
Masters of Architecture, 1997

Kenyon College,  
Bachelor of Arts, History,  
Cum Laude, 1994

## Registrations | Affiliations

Licensed Architect | Ohio #13814  
May 2005  
Licensed Architect | Washington #11476  
October 2015  
NCARB | #78316  
1998  
LEED AP BD+C  
2005  
Living Future Accredited  
2019  
BREEAM AP  
2010  
Estidama Pearl Qualified Professional  
2011

## Responsibilities

Write and implement green building certification workplans  
Coordinate the work of multiple disciplines to reach project goals  
Serve as LEED Online Project Administrator  
Perform LEED Calculations- site, water, materials and IAQ credits  
Produce LEED documentation, manage the work of others  
Communicate progress to Owner through regular written reports  
Write green building certification specifications  
Respond to RFPs regarding sustainable design  
Develop Owner's Project Requirements and Basis of Design

## Leadership

Lead firmwide working group to publish white papers  
Chair, AIA COTE Gulf Coast Green, 2015  
Organize and report on firmwide 2030 Challenge compliance  
Conceptualized and lead the firm's annual Green Forum  
Taught LEED AP exam prep course online at Texas Tech University

## Proficiency | Skills

Word, Excel, InDesign, Powerpoint, Illustrator

## Other Work

Programming specialist for projects including radio stations,  
academic administration buildings and student centers  
Project Manager for FEMA Alignment project for Tulane University

## Projects

Bainbridge Landing, targeting LEED Gold  
Crystal Springs Remodel, targeting LEED Silver  
Discovery Green, LEED Gold  
HISD Cunningham Elementary, LEED Gold  
HISD North Forest High School, LEED Silver  
HISD High School for Law Enforcement and Criminal Justice,  
LEED Silver  
Abu Dhabi National Oil Company Petroleum Institute  
Headquarters, targeting LEED Gold  
Petroleum Institute Campus Masterplan, Estidama, 2 Pearls  
Harris County Institute for Forensic Sciences, LEED Silver  
GSA FBI Regional Headquarters, LEED Certified  
University of Houston Cougar Woods Dining, LEED Gold  
ExxonMobil Campus Project, Commissioning Liaison  
The University of Texas Admin Building, LEED Silver  
Data Center, Confidential Client, LEED Certified

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Wednesday, January 29, 2020 4:07:51 PM

---

## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Julie Kriegh
Email	
Phone	
Address	
City	
State	
Zip	
Current Employer	Kriegh Architecture Studios   Design + Research and UW College of Built Environments
Current Position	Principal Architect (KAS) and Research Scientist (UW)
I am interested in serving on one of the following City advisory groups (select all that apply):	Green Building Task Force (9 positions)
<b>Experience &amp; Qualifications</b>	
Have you served on any City advisory groups in the past?	Yes
If so, please indicate which groups:	Planning Commission 2000
Please share your qualifications for this	Architect and PhD in High Performance Buildings and Occupant Behavior. Passive House Certified Designer, LEED AP. Doctoral work researched two comparison communities on Bainbridge,

appointment (skills, activities, training, education) if any:

WA. Planning the Pacific Northwest, chapter On the Road to Smart Green Growth co-author. ACEEE paper on the Bullitt Center Energy and Occupant Behavior.

Please share your community interests (groups, committees, organizations) if any:

Passive House Northwest Board, Climate Action Task Force UW, Environmental Design and Research member, AIA member

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Other - See below

Other

Diane Landry on Sustainable Bainbridge

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ARCHITECTURE STUDIOS



#### Dr. JULIA ANN KRIEGH

As principal and founder of KRIEGH ARCHITECTURE STUDIOS | Design + Research, Julie Kriegh brings her clients' project goals to fruition while adhering to the values of sustainability, high-performance construction principles, exceptional craft, sophisticated design and attention to detail. These principles apply to custom single-family, multi-family, and residential community developments, as well as religious, medical, educational, and municipal facilities. She offers collaborative, team-oriented architectural services that result in elegant designs that are aligned with her clients' project needs. As a passive house designer, Julie uses state of the art energy modeling software to design and consult on net-positive energy buildings. KRIEGH ARCHITECTURE STUDIOS' designs have won numerous awards including the **AARP** Livable Communities Design Award for the Vineyard Lane Community development in Bainbridge, WA.

Julie and the KRIEGH ARCHITECTURE STUDIOS' team believe that the design of the physical environment and people's relationship with that environment are important factors related to energy conservation and climate change solutions. In this regard, they understand that designing for the mutual benefit of people and planet is key. Their purpose and passion is to innovate, design for the future and create the "Tesla" of architecture—elegant, efficient, and environmentally responsive.

Dr. Kriegh is currently working on several research initiatives at the University of Washington, Seattle. Collaborating with a team of university researchers and industry partners on sustainability issues, Dr. Kriegh is leading work on building and occupant performance, wireless sensing devices and tailored feedback systems on energy use in residential settings. In addition, she belongs to a research consortium between UW, UA, Microsoft and Google researching the future of sustainable Data Centers. Recently, Dr. Kriegh was awarded lead instructor for the 2020 Dean's Interdisciplinary Graduate Design Studio. This class is a year-long collaboration between UPenn, UA, UW, Microsoft, Google, and Aligned Energy to research and develop a Living Building Data Center and a 100% renewable community for multiple climate zones.

Julie holds both a Ph.D. and a Master of Architecture degree from the University of Washington. Her doctoral research focuses on high-performance buildings, building user behavior and environmental psychology. Her dissertation, Life Building Exchange: Investigating the Intersection of Pro-environmental Behavior, Place Meaning, and High-performance Design, received the Environmental Research and Design Association's 2019 Certificate of Research Excellence Award (EDRA CORE) and two American Institute of Architects Upjohn Research Initiative Grants.

#### EDUCATION

- University of Washington, Seattle, PhD, Interdisciplinary Built Environments Program, Sustainability Track
- University of Washington, Seattle, Master of Architecture
- Duke University, Bachelor of Arts, Cum Laude | Duke University, Marine Laboratory Field Studies

#### LICENSES and ACCREDITATIONS

- Architect, State of Washington, 5999
- Certified International Passive House Designer | LEED Accredited Professional
- Sustainable Building Advisor | EMERGE for Sustainable Leadership

#### PROFESSIONAL EXPERIENCE

- Kriegh Architecture Studios | Design + Research, Seattle, WA. Founder, President, Architect, 2000-present
- Weinstein A|U, Seattle, WA, associate architect, 1991-2000
- Miller | Hull Partnership, Seattle, WA, project manager, 1989-1991
- NBBJ, Seattle, WA, technical team, 1986-1989
- University of Washington, Dept of Construction Management, Seattle, WA. Research Scientist, 2019- present
- University of Washington College of Built Environments, Seattle, WA. Teaching experience, 2010- present

## RECENT TEACHING EXPERIENCE

- **Scheduled for 2020** Affiliate Instructor, UW Dean's Interdisciplinary Studio, BE 405/505, co-teaching- Designing a Living Building Data Center and 100% Renewable Energy Community (**Kriegh**, Dossick, & Whittington).
- **Scheduled for 2020** UW Research Scientist- Passive House Fundamentals – leading an interdisciplinary class for professional architects, construction managers, and engineers through CERC, Department of Construction Management.
- **2019** Invited lecturer- Arch 588/592 Research Methods - Professors Kate Simonen and Ann Huppert, lecture topic- Case Study Research Methods, CBE, University of Washington.
- **2018-2019** UW Affiliate Instructor, UW Dean's Interdisciplinary Studio, BE 405/505, co-teaching- Creating the 21<sup>st</sup> Century Neighborhood: Mid-century Modern to High Performance Buildings (**Kriegh**, Sterrett, & Simonen).
- **2015, 2018, 2019** Invited lecturer – Human Experience Place, L ARCH 361/561, Professor Lynne Manzo, lecture topic- Encouraging Pro-environmental Behavior, CBE, University of Washington.
- **2015-2016** UW Green Futures Lab – co-leaders **Kriegh** and Rottle for the Molbak's Garden and Home Garden Center. A detailed report and analysis records the background research, community process and design recommendations in Woodinville Vision 2035 | Town Center | Volumes 1, 2 and 3
- **2015** Autumn University of Washington Department of Landscape Architecture – co-instructors **Kriegh**, Rottle, & Heland for an interdisciplinary seminar: "Collaborative Planning and Design Seminar," Larch 498 C/598L, exploring methods in public participation for neighborhood, and urban design projects.
- **2013-2014** UW Center for Integrated Design Research project – contracted by Burpee, PI, UW Green SEED Grant, UW Office of Sustainability, Building User Audit: Capturing Behavior, Energy, and Culture.
- **2013** UW Green Futures Lab Co-leader, **Kriegh** & Rottle instructing graduate students working with the City of Burlington on an urban planning team producing "Burlington at the Crossroads, Recommendations Report" creating alternatives with the Urban Land Institute for the downtown area of Burlington.
- **2013** UW Green Futures Lab Special Projects – contracted by Urban Planning Professor Sterrett and Landscape Architecture Professor Rottle to create recommendations for a Form Based Code Standard for the City of Edmonds Westlake Special District through the Green Futures Lab.
- **2012-2013** University of Washington Research Assistant – contracted by Dept. Public Policy, Professors Manzo, Ph.D. and Garshick Kleit, Ph.D. to lead field research, serve as a member of the statistical analysis team, and as a co-author for the final report: HOPE VI Redevelopment of Westpark Evaluation Report: Year IV.
- **2012** University of Washington Teaching Assistant, BE 498 – contracted by the Department of Architecture Joel Loveland to facilitate instruction by the International Passive House Academy.
- **2010-2011** University of Washington Special Projects, Dept. Urban Design and Planning – contracted by Urban Planner Sterrett to co-create sustainable design alternatives for the Bainbridge Island Land Trust Hill Top property, Bainbridge, WA.

## MEMBERSHIPS | SERVICE

- UW College of the Built Environments Strategic Plan, Climate Action Task Group, current
- American Institute of Architects (AIA) Seattle and National Chapters, AIA Women in Design
- Passive House Northwest (PHNW) Board Member and chair of Education Committee
- Environmental Design and Research Association (EDRA) member
- The Society for Personality and Social Psychology (SPSP), 2020 Conference Sustainability Committee
- Leadership Tomorrow, City of Seattle, class of 2000
- Bainbridge Island Planning Commissioner, two term commissioner, past

## RECENT SELECTED SUSTAINABILITY PROJECTS FOR KRIEGH ARCHITECTURE STUDIOS | DESIGN + RESEARCH

- American Samoan United Church of Christ Social Hall, PASSIVE HOUSE feasibility study, Burien, WA
- Wollochet Bay Residence, PASSIVE HOUSE, new construction, in for permitting, Gig Harbor, WA
- Magnolia Residence, PASSIVE HOUSE technology, deep green retrofit, Seattle, WA
- The CORK House on Olympus Beach, Passive House technology remodel, Bainbridge Island, WA
- Point Monroe CARRIAGE HOUSE, Floodplain Resilience, Passive House technology, new construction, Bainbridge, WA

- Sunny Hill Circle Residence with ground source heat pump and green roof technology, Bainbridge, WA
- Vineyard Lane Development AARP Award Winning Sustainable 45 unit, Multi-Family, with 5-Star Built Green
- Yonder- Community Retreat Center, Bainbridge Island, WA
- Master Planning and Community Facilitation Projects:
  - City of Woodinville 2035 Town Center Visioning Design (Molbak's Garden Center and UW Green Futures Lab)
  - City of Burlington Town Center Recommendations (ULI and UW Green Futures Lab)
  - City of Edmonds Special District Form Based Code (Jill Sterrett and UW Green Futures Lab)
  - Community Land Trust Master Planning, MEND, Wenatchee, WA
  - Community Land Trust Master Planning, FERNCLIFF VILLAGE, Bainbridge, WA
  - City of Bainbridge, Winslow Tomorrow Town Center Visioning Project, Bainbridge, WA

## PROJECTS, AWARDS AND RECOGNITION FOR DESIGN FOR KRIEGH ARCHITECTURE STUDIOS | DESIGN + RESEARCH

- Vineyard Lane Multi-Family Development - **AARP** Livable Communities Design Award
- Ferncliff Community Land Trust Affordable Housing- AIA recognition: What Makes it Green
- Vineyard Lane Multi-Family Development - **AIA** recognition: What Makes it Green
- Northwest Home Magazine- featured project "Yonder"- Community Retreat Center
- Tour of Architects- featured project "Yonder"- Community Retreat Center

## PROJECTS, AWARDS AND RECOGNITION FOR DESIGN with Seattle Firms NBBJ, Miller Hull, Weinstein A|U

- Temple de Hirsch Sinai- Merit Award in Faith & Form Magazine & Excellence in Masonry Design, Masonry Institute of WA
- NewHolly Hope VI, Redevelopment- **AIA** Bronze Design Award and WA Council **AIA** Civic Design award of Merit
- Seattle Tacoma International Airport - **IES** Seattle Chapter Award SeaTac Lighting Master Plan
- Seattle, Technogym USA Office and Showroom, Washington
- Port Townsend Community Center, Washington
- University of Washington Olympic Natural Resource Center- Seattle **AIA** Award of Merit
- Malmstrom Air Force Base Health Clinic, Montana
- Children's Hospital, San Diego, California
- Everett General Hospital Medical Office Building and Parking Garage, Washington
- Port Orchard, Group Health Cooperative Clinic, Washington

## RESEARCH GRANTS ON SUSTAINABILITY

- 2020-2021 Earthlab Innovations Grant Application Submitted, University of Washington
- 2019-2020 Data Center Design Studio Funding Request, Google
- 2019-2020 CIRC Research Consortium Funding Pending, University of Arizona
- 2015 Precourt Fellow: Offered by Stanford's Precourt Energy Efficiency Center through the generosity of the Alfred P. Sloan Foundation, Behavior, Energy, Climate Change Conference (BECC), Sacramento, CA
- University of Washington Office of Sustainability | Campus Sustainability Fund, Encouraging Pro-Environmental Behavior Lecture by Dr. Linda Steg, May 2015 (coordinator, funded)
- 2014 UW SEED Research Grant on Sustainable Energy- Building User Audit Procedures
- 2014- 2015 The **AIA** Upjohn Scholars Initiative Research Grant - Principal Investigator
- 2014- 2015 The Puget Sound Energy Survey Research Grant – Principal Investigator

## INTERVIEWS

- Architecture Magazine: The Behaviorist: How buildings are used is as important as why. By William Richards for AIA Voices. <http://www.architectmagazine.com/search?q=Julie+Kriegh>, June 19, 2015
- Architecture Magazine: Flexing Forms: A focus on a user's agency in altering and shaping his or her environment defines the 2014 AIA Upjohn Research Initiative grant recipients, by Kim A. O'Connell for AIA Feature. [http://www.architectmagazine.com/aia-architect/aiafeature/flexing-forms\\_o](http://www.architectmagazine.com/aia-architect/aiafeature/flexing-forms_o), June 15, 2015

## BOOK CHAPTERS | BLIND PEER REVIEWED PAPERS

- LIFEBUILDINGX, Life Building Exchange: Investigating the Intersection of Pro-environmental Behavior, Place Meaning, and High-performance Design (**Kriegh**, 2018). 2019 EDRA Certificate of Research Excellence Award, on-line publication.
- On the Road to Smart Green Growth, in Planning the Pacific Northwest, authors **Kriegh**, Rottle, Pritchett, & James. Eds. Jill Sterrett, et al, APA Planners Press, Washington DC, 2015-2016
- Building User Audit: Capturing Behavior, Energy & Culture, authors Burpee, **Kriegh**, Borhani, Dossick, & Neff. American Council for an Energy-Efficient Economy (ACEEE) Summer Study, Pacific Grove, CA, Aug. 2016
- Occupant-Behavior-Driven Energy Savings at the Bullitt Center in Seattle, WA, authors Gilbride, Loveland, Burpee, **Kriegh**, & Meek. ACEEE Summer Study, Pacific Grove, CA, Aug. 2016

## REPORTS

- LIFEBUILDINGX, Life Building Exchange: Investigating the Intersection of Pro-environmental Behavior, Place Meaning, and High-performance Design (**Kriegh**, 2018). 2019 EDRA Certificate of Research Excellence Award, on-line CORE publication.
- Woodinville Vision 2035 | Town Center | Volumes 1, 2 and 3: Green Futures Lab UW, (Rottle, **Kriegh**, Aug. 2016)
- Building User Audit: Capturing Behavior, Energy, and Culture: Center for Integrated Design UW ( Heather Burpee, **Julie Kriegh**, Alireza Borhani, Carrie Sturts Dossick, Gina Neff, 2015)
- HOPE VI Redevelopment of Westpark Evaluation: Year IV. (Manzo, Kleit, Dugdal, **Kriegh**, Foster, 2013)
- Evergreen Sustainable Development Standards Website-Fernclyff CLT Eco-Charrette Report, (**Kriegh**, 2009–2010)
- Burlington at the Crossroads, Final Recommendations: Green Futures Lab UW (Rottle, **Kriegh**, et. al, Aug. 2013)
- Edmonds REVISIONING Westgate: District Plan, Form-Based: Green Futures Lab UW (Sterrett, Rottle, **Kriegh**, et. al 2012)
- Bainbridge Island Land Trust Hilltop Property Master Planning, UW, Urban Planning (Sterrett, **Kriegh**, et. al, 2010)

## RECENT PRESENTATIONS | INVITED TALKS

- LUCID Technologies Invited Panel Presenter- with Kristin Parineh (R&DE Sustainability, Stanford University), Kyle McDermott (CSF, University of Washington) and Sarah Diegnan (Lucid) - The Role of Occupants in Behavior Change for Energy, Association for the Advancement of Sustainability in Higher Education (AASHE), Spokane, WA, October 2019
- Presenter- LIFEBUILDINGX, Life Building Exchange: Investigating the Intersection of Pro-environmental Behavior, Place Meaning, and High-performance Design, Bainbridge Island Public Library Presentation, Bainbridge, WA, October 2019
- Accepted Presentation- LIFEBUILDINGX, Life Building Exchange: Investigating the Intersection of Pro-environmental Behavior, Place Meaning, and High-performance Design, International Conference Environmental Psychology, Southampton, England, September 2019
- Presenter- with Christopher Meek, Director, UW Center for Integrated Design, Occupant-Behavior-Driven Energy Savings at the Bullitt Center in Seattle, WA; American Institute of Architects, Women in Design, March 2019
- Presenter- LifeBuildingX | Modeling Possibility: Investigating the Intersections among Pro-environmental Behavior, Place Meaning, and High-performance Design. Society for Personality & Social Psychology (SPSP), Portland, OR, February 2019
- Invited Keynote presenter- with University of Washington College of Built Environments Graduate Students, Passive House Northwest (PHNW) Spring Conference, Portland, OR, February 2019
- Invited presenter- with Christopher Meek, Director, UW Center for Integrated Design, Occupant-Behavior-Driven Energy Savings at the Bullitt Center in Seattle, WA; American Council for an Energy-Efficient Economy (ACEEE) Summer Study, Pacific Grove, CA, August 2016
- Invited presenter- Building User Audit: Capturing Behavior, Energy, and Culture; American Council for an Energy-Efficient Economy (ACEEE) Summer Study, Pacific Grove, CA, August 2016
- Presenter- Building User Audit: Capturing Behavior, Energy, and Culture; Behavior, Energy, Climate Change Conference (BECC), Sacramento, CA, October 2015
- Panel presenter- with Lynne Manzo, Ph.D. and Linda Steg, Ph.D., Encouraging Pro-environmental Behavior: PEP, National Environmental Design Research Association (EDRA46) Conference, LA, CA, May 2015
- Invited presenter- People + Energy + Place; University of Groningen Department of Environmental Psychology research lab, Groningen, The Netherlands, August 2015



ARCHITECTURE STUDIOS

## FIRM PHILOSOPHY

Founded in 2000, KRIEGH ARCHITECTURE STUDIOS | Design + Research is a *research, design, and consulting firm* located in Seattle and on Bainbridge Island, WA. People. Place. Performance. These words are at the heart of our firm’s philosophy. Using research to deepen our understanding, we design in a way to create meaningful places designed and crafted with excellence, model our designs to meet high-performance Passive House energy standards, and design in support of people’s pro-environmental behaviors. By linking high-performance energy efficient technologies with a deep understanding of peoples’ motivations underpinning pro- environmental behavior, our team provides a transdisciplinary approach necessary to reach net-positive energy goals as are deemed crucial by the Intergovernmental Panel on Climate Change (2018).

We recognize that architectural design requires the coordination and harmonizing of many details in addition to low-energy. Taking a transdisciplinary approach inclusive of clients, architects, artisans, researchers, engineers, planners, builders, developers, and city agencies, KRIEGH ARCHITECTURE STUDIOS coordinates and integrates the details such that they work for both our clients and our environment with insight and attention to the art and science of design excellence.

We offer on a diverse range of services including the programming, planning, and design of new and renovated structures, with special expertise in residential projects and energy modeling. Our team designs for multiple purposes in support of the environment and pro-environmental behavior, for example: a rain garden on site may serve a stormwater management strategy and be a psychological cue for water conservation behaviors by the occupant. A roof top solar collection array may be a renewable energy source to achieve net-positive energy and be a cue for energy conservation behaviors for the user.

Our research suggests that the design of the physical environment and people’s relationship with that environment are both important factors related to energy use. We believe that the next frontier in energy conservation centers on user behavior. As energy codes become more stringent and building envelopes improve, it is the energy use under the direct control of the occupant that will have the greatest impact on the environment. Recognizing that an approach incorporating both building science and user behavior is necessary if progress is to be made toward Climate Change goals put forward by the 2015 Paris Agreement, Kriegh Architecture Studios | Research + Design undertook the study, LIFEBUILDINGX© | LIFE BUILDING Exchange: Investigating the Intersection of Pro-environmental Behavior, Place Meaning, and High-performance Design. It is the first in depth, multi-year study on energy use and behavior to be undertaken by this firm and the recipient of the Environmental Design and Research Association 2019 Certification of Research Excellence.

## WHAT WE DO (mission statement)

Kriegh Architecture Studios | Design + Research (KAS) actively looks to engage in small custom projects with an emphasis on energy conservation. As architects trained in Passive House, we provide full architectural design services, engage in research initiatives, and consult on energy conservation strategies. Our projects range in size and typology from single family residences (e.g., Gig Harbor Passive House), multi-family developments (e.g., Vineyard Lane), community facilities (e.g., Yonder), and cultural facilities (e.g., SCCC Fellowship Hall). Important to KAS is our research on the impact of reciprocal relationships between natural and built environments coupling high-performance buildings and user behaviors (e.g., research on wireless sensors and tailored energy use feedback systems) for the mutual benefit of the environment and our clients.

## WHAT WE BELIEVE (values statement)

The Kriegh Architecture Studios team believes that the design of the physical environment and people’s relationship with that environment are important and crucial factors related to energy conservation and climate change solutions. In this regard, we understand that designing for the mutual benefit of people and planet is key. Our purpose and passion is to innovate, design for the future and create the “Tesla” of architecture—elegant, efficient, environmentally responsive and equitable for all.

## GROWING CONVERGENCE TEAMS (teaching and research statement)

Taking a trans-disciplinary approach, called Growing Convergence Teams, Dr. Kriegh works at multiple scales across disciplines, departments, Industry and Universities. She initiated the Data Center Design Studio and Seminar course with UW, UA, UPenn, Microsoft, and Google bringing real world questions to graduate level instruction such as, “Can we design future data centers to produce 100% renewable energy and provide 100% carbon sequestration?” She sees Growing Convergence Research and Education as the means to solve vexing environmental and societal problems around Climate Change.

## WHAT OUR CLIENTS and PARTNER NETWORKS VALUE

*I enjoy working with the team. I admire their expertise and appreciate their individual effort. My 'Rest of Life' house is very important to me and the process is empowering.*

*The home started as an attempt to bring our values and day-to-day lives more in alignment. However, I've learned so much in the process from the amazing people on the project, I'm beginning to ask the question of how to make healthy, sustainable buildings achievable by people in every income category.*

*The AIA Seattle "task force wanted you to hear that the proposal [on high-performance buildings, user behavior, pro-environmental values and place meaning] was of great interest."*

*Julie's ability to bridge disciplines and sensibilities is evident in her work, which is fundamentally interdisciplinary in nature. She draws together her long-time expertise in architecture with a growing expertise in environmental psychology demonstrating an important intellectual flexibility. Julie has an excellent ability to analyze and discuss complex phenomena and data....*

*Julie ... is passionate about sustainable design, a creative thinker, and a team player as well as having extensive technical and technological skills.*

*Julie... has deep knowledge of high performance building strategies and brings enthusiasm and passion to ... the topic. High-performance buildings using Passive House principles are not effective unless built properly. Understanding the reasons why, when, and how these details are used is critical to enable construction teams to use installation methods and verification systems for long-term durability and quality construction.*

*Anyone who knows Julie knows that she is extraordinarily passionate about both architecture and environmental conservation (i.e., high performance buildings). The course she is proposing to teach is a perfect match with these passions and her extraordinary skill set in architectural practice.*

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 31, 2020 2:35:48 PM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Walt McGraw

Email

Phone

Address

City

State

Zip

Current Employer self

Current Position owner

I am interested in serving on one of the following City advisory groups (select all that apply):  
Green Building Task Force (9 positions), Sustainable Transportation Task Force (15-20 positions)

### Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, Walt is a grassroots conservationist. Erstwhile board member of Bainbridge Schools Foundation, Walt's two kids are enrolled in Bainbridge public schools. Currently a volunteer with Boy Scout

activities, training, education) if any: Troop 1496, Walt is an Eagle Scout. Winner of Bainbridge Island Land Trust's Phyllis Young Award (2012). Member of the Board: Puget Sound Restoration Fund.

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Please share your community interests (groups, committees, organizations) if any: Boy Scout Troop 1496  
Bainbridge Island Land Trust  
Puget Sound Restoration Fund  
Bainbridge Youth Orchestra  
Bainbridge Senior Living  
Bainbridge Island Senior Center  
Bainbridge Schools Foundation (former)

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Feel free to attach your resume (optional): *Field not completed.*

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Type the Year 2020

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How did you hear about the volunteer opportunity? Other - See below

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Other referral

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Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Monday, January 13, 2020 11:09:59 AM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

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Applicant Name Kathleen O'Brien

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Email

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Phone

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Address

---

City

---

State

---

Zip

---

Current Employer Kathleen O'Brien Consulting

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Current Position Semi-retired, presently directing the EMERGE Leadership Project w/the International Living Future Institute

---

I am interested in serving on one of the following City advisory groups (select all that apply): Green Building Task Force (9 positions)

---

### Experience & Qualifications

---

Have you served on any City advisory groups in the past? Yes

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If so, please indicate which groups: Wetland Advisory Committee (late 90s)

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Please share your qualifications for this LEED AP, CSBA, MA in Environment & Community (Antioch). Graduate Certificate in Servant Leadership (Gonzaga). 30 plus years as an educator, writer, strategic planner, and project

appointment (skills, activities, training, education) if any:

consultant in the sustainable building field. Co-founder of the NW EcoBuilding Guild, and Cascadia Green Building Council. Recognized in 2008 as a lifetime Cascadia Fellow for my work developing collaborative green building programs, conducting research to support enabling green building policy, coordinating policy demonstration projects, and empowering professionals through tailored continuing education curriculum. Consulted on sustainability features (technical and educational) for the BI City Hall, Sakai Intermediate School, BI High School, Ferncliff HRB project, as well as private projects. Personal home and remodel featured on HGTV (Green Projects) as well as multiple "green" home tours. Because of my lengthy history in the field I would be able to provide assistance through a "long and wide lens." Because I am no longer consulting on projects or policy development I am not vested in specific technologies or policies.

Please share your community interests (groups, committees, organizations) if any:

Participated on the wetlands advisory committee in the late 90s. Participated in the BI Garden Home Tour, and the Kitsap County Solar Tour. Led Sustainable Building Advisor program at Olympic Community College for several years. More recently participated in the public Climate Change workshops held at City Hall. Attended various public events related to climate change over the years. Provided assistance to EarthArt planner. Participated in Active Hope small group book study 2016-2017. Most recently participated in small group studying racism through the lens of compassionate listening with an eye towards expressly centering equity in sustainability initiatives. Attend St. Cecilia's and Sing in the vigil choir.

Feel free to attach your resume (optional):

*Field not completed.*

Type the Year

2020

How did you hear about the volunteer opportunity?

Other - See below

Other

Two individuals in the community contacted me

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Thursday, January 30, 2020 2:40:22 PM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Richard Perlot
Email	
Phone	
Address	
City	
State	
Zip	
Current Employer	Puget Sound Energy
Current Position	Associate Energy Management Engineer
I am interested in serving on one of the following City advisory groups (select all that apply):	Green Building Task Force (9 positions)
<b>Experience &amp; Qualifications</b>	
Have you served on any City advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	BPI Building Analyst and Trainer certifications, Sustainable Building Advisor training, Building Operators Certificate level 2. I currently work for PSE's Energy Efficiency Services as

activities, training, education) if any:

engineering support to analyze energy efficiency measure upgrades and write grants to help fund upgrades. Many of which have been awarded to Bainbridge Island businesses. Prior to starting work at PSE in 2014, I ran a building performance auditing and contracting business on B.I. and was one of the four Second Tier building performance auditors for the RePower program.

Please share your community interests (groups, committees, organizations) if any:

*Field not completed.*

Feel free to attach your resume (optional):

*Field not completed.*

Type the Year

2020

How did you hear about the volunteer opportunity?

Other - See below

Other

word of mouth

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Monday, January 27, 2020 4:57:25 PM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name                      David Sale

Email

Phone

Address

City

State

Zip

Current Employer                      ECO Resource Group

Current Position                      Natural and Human Systems Ecologist

I am interested in serving on one of the following City advisory groups (select all that apply):                      Green Building Task Force (9 positions)

### Experience & Qualifications

Have you served on any City advisory groups in the past?                      Yes

If so, please indicate which groups:                      Chair, Environmental Technical Advisory Committee, 6 years

Please share your qualifications for this appointment (skills,                      As a Systems Ecologist, David's experience includes energy and building systems analysis and management, use of appropriate technology, climate change adaptation, environmental planning,

activities, training, education) if any:

and social-ecological assessment. As the son of career Bonneville Power scheduler, David developed a lifelong interest in hydropower and energy in general and the Columbia River Power Supply System specifically. His energy experience spans 18 years of research and fieldwork that includes design and analysis of building environmental and energy systems; the use of energy codes in building conservation and efficiency; integration of alternative energy (wind and solar applications) and heat recovery systems into Alaskan and Mexican villages; writing on climate change and energy in the Columbia River Basin; and development of technical guidance and a model code for land development, site planning and Low Impact Development. David has been certified in the WA State Energy code, and has analysed complex commercial building environmental systems.

Please share your community interests (groups, committees, organizations) if any:

Member of ETAC for 6 years  
Founding member of Bainbridge Alliance for Puget Sound  
Former Board member, Puget Soundkeeper Alliance

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Newspaper

Other

*Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

## Resumes



### **DAVID SALE, ECO RESOURCE GROUP**

**SENIOR FACILITATOR, PROJECT MANAGER  
ECO PRINCIPAL AND SENIOR SYSTEMS ECOLOGIST**

#### **RELEVANT QUALIFICATIONS**

- Puget Sound Water Quality Action Team, Asst. Science Coordinator 1996-1998
- Adaptive EcoSystems, Principal Ecologist, 1992-98
- Alaska Dept. of Env. Conservation, Principal Investigator, Senior Scientist and Project Manager, 1989-1992
- Energy Systems Analyst and Mechanical Field Engineer, Various Firms, 1978-1996

#### **EDUCATION**

- Communications, Marketing, and Media, Mt. Hood Community College
- Environmental and Resource Planning and Assessment, BSc, Western Washington University
- Resource Policy and Law, Graduate Studies, University of Alaska
- Developing and Using Scenarios, Global Business Network
- Climate Change Decision Making, University of WA.

#### **PROFESSIONAL ASSOCIATIONS**

- International Association for Public Participation (IAP2)

David focuses his work on the integration of human and natural systems, building collaborative bridges between science and technology, community and business development, and environmental protection. For more than 30 years he has studied and facilitated the interaction of people with their environments, through professional experience and research that has included human and natural ecology, engineering, urban planning, network and community dynamics, adaptive resource management, and complex systems analysis. David has had great success facilitating collaboration between professional engineers, contractors, developers, scientists, architects, native groups, property owners, and general citizens.

David is also certified to design and facilitate scenario planning processes. His technical experience includes energy systems analysis for community energy conservation and alternative energy; testing and evaluation of building environmental and energy systems; monitoring and assessment of marine and terrestrial ecosystems; development, evaluation and coordination of natural resource policy; and management of scientific, construction and engineering projects.

#### **RELEVANT EXPERIENCE**

David has been working on the integration of science, technology, policy and management in areas such as building environmental systems analysis, energy and facilities management, use of appropriate technology, ecosystem management and monitoring, and building collaboration of stakeholders, business and agencies on environmental, energy, and planning issues for more than 40 years.

The following projects reflect some of the diversity and depth of David's experience with facilitation and energy- and climate-related issues:

#### **Experience with Energy Use, Conservation, and Climate Change**

- 18 years of experience in new and retrofit building and energy and environmental systems testing and analysis and field engineering including: evaluation and adjustment of energy management systems; hydronic, pneumatic and digital control design and adjustment; HVAC equipment setup and evaluation;

building commissioning; sound and vibration testing; “sick” building evaluations; and integration of alternative energy use such as passive and active solar, heat recovery, natural ventilation, demand/load evaluation and reduction, into building and facility energy systems.

- Evaluated construction and development projects for permit, code and regulatory compliance, including audits, and for commercial energy efficiency and compliance with WA state non-residential energy code.
- Tested and evaluated heat recovery systems and alternative energy applications in rural Alaskan villages, including providing training on system operation to local village maintenance. Provided consultation to a Mexican village cooperative on trouble shooting a wind power system to replace village generators.
- Written or critically reviewed climate change reports related to environmental impacts, ESA and salmon, water supply, flooding, power production, and Native Alaskan subsistence uses, human adaptations and environmental impacts. Co-authored a paper on *Analysis of Adaptation Strategies for Anticipated Climate Change Impacts on Water Resources and Power Generation in the Columbia River Basin*.
- Facilitated, evaluated and designed climate change adaptation strategies for river basin management in the Columbia and Klamath River Basins, and in Puget Sound and the Strait of Georgia, and worked with stakeholders to facilitate common understanding of climate change impacts and strategies.

### Developing and Facilitating Collaborative Processes

- Designed, managed, and facilitated a Science Panel consisting of agency and academic scientists, required by federal law to evaluate water quality and fish passage in the Lake Washington Ship Canal; also coordinated writing of the final report.
- Designed and implemented an extensive stakeholder outreach process in WA, OR, ID and MT for endangered fish in the Upper Columbia Basin, revolving around hydroelectric dam operations, flood control and fisheries. Involved designing and facilitating public meetings, a Corps of Engineers management team, and interactions with local officials and federal agencies.
- Facilitated discussions regarding dam operations and hatchery mitigation programs in the lower Columbia River, culminating in a 2-day workshop to provide input to the Corps of Engineers on hatchery modifications based on actual conditions and requirements of court orders, regulations, accords, and agreements.
- Facilitated a committee of NOAA staff and managers while designing a national Communications Plan for coastal zone management and the re-authorization of the Coastal Zone Management Act.
- Organized, coordinated and facilitated a national working group of federal agencies and conservation practitioners to assess Large Landscape Conservation and Development and the role of federal agencies, that involved researching best practices and writing a report with recommendations for federal action.
- Designed and facilitated a two-day working session for the executive management team and key staff of USEPA Region X to gain a better understanding of potential futures and the key drivers affecting the region, and to develop an approach for gaining consensus on this direction from Washington D.C., including integrated teams to develop scenarios that incorporated social and technical factors.
- Facilitated an advisory group of WA State legislators, agency managers and staff, and other stakeholders in the development of technical guidance and a model code for land development that integrated Low Impact Development (LID) into development regulations, and wrote the technical guidance and code in a final report to the Dept. of Community, Trade and Economic Development (now Commerce).

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 31, 2020 11:55:09 AM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Marty Sievertson

Email

Phone

Address

City

State

Zip

Current Employer Clark Construction LLC

Current Position project manager

I am interested in serving on one of the following City advisory groups (select all that apply): Green Building Task Force (9 positions)

### Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, I have been involved as a builder in many cutting edge 'green' projects over the last dozen years. my role as contractor/owner/project manager has brought forth many

activities, training, education) if any:

opportunities to work with a wide variety of materials and methods to lighten our footprint. I believe that I could offer practical guidance and cost effective thoughts to the task force. I was project principal on several noteworthy local projects that have all won awards for innovation of green building techniques. BI Art Museum LEED Gold, KidiMu Leed Silver, Vineyard Lane NAHAB most liveable community award, Grow Community five star built green and several more.

Please share your community interests (groups, committees, organizations) if any:

Currently not on committee but have past been involved on Library Board, BISD long range planning, BIPRD battle point park long range planning, past president of Kiwanis club, 3rd generation islander

Feel free to attach your resume (optional):

*Field not completed.*

Type the Year

2020

How did you hear about the volunteer opportunity?

City Website

Other

*Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 31, 2020 11:56:23 AM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Kathleen Smith
Email	
Phone	
Address	
City	
State	
Zip	
Current Employer	International Living Future Institute
Current Position	Vice President, Living Buildings
I am interested in serving on one of the following City advisory groups (select all that apply):	Green Building Task Force (9 positions)
<b>Experience &amp; Qualifications</b>	
Have you served on any City advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	My entire almost 30 year career has been dedicated sustainable design and construction. I have worked as an architect and a sustainability consultant on hundreds of projects including single

activities, training, education) if any:

family homes, multifamily residential, affordable housing retail, institutional, commercial, and educational. I have also done extensive education work and public speaking in professionals, the public, students in higher education, and k-12 students. an educator and public speaker. I currently work for the International Living Future Institute overseeing the Institute's Living Building Challenge, Living Community Challenge, and Affordable Housing programs. I have also worked extensively with the US Green Building Council as a faculty member, auditor, and consultant. My work in sustainable design and construction has allowed me to develop considerable experience and expertise in green building ordinances, codes, policies, incentive programs, and similar.

In particular related to policy, I have worked on the development of policies, codes, and programs for various institutions and government agencies that have had far reaching impacts in advancing green building beyond a single building, such the City of Seattle Living Building Pilot Program, King County's Sustainable Climate Action Plan and Green Building Goals, Sustainable Action Plan and Climate Action Plan for UC San Francisco; the Green Building Handbook for City of San Francisco; the City of Pasadena LEED Plan Check Process; sustainable tenant improvement guidelines for Goble Properties; and the Marin County Building Energy Efficient Structures Today program.

Please share your community interests (groups, committees, organizations) if any:

I have lived on Bainbridge for over 16 years, since November of 2003. We moved here when our oldest child was a baby and thank our lucky stars on a regular basis that we have found such a beautiful place to live so connected to nature and with an active, engaging vibrant community. We live in Winslow Cohousing where I am actively involved in the governance and life of the community. I also currently volunteer on the Board of Trustees and the Development Committee for The Island School and volunteer to support Gear Grinders Mountain Biking Club. Previously, I volunteered as a coach for Go Run - a running program for girls on BI.

Over the years I have also volunteered in a leadership role in many organizations that serve the green building and social justice movements such as Architects/Designers/Planners for Social Responsibility, the Northern California Chapter of the USGBC, Cascadia Green Building Council, and Urban Ecology.

I enjoying hiking, biking, walking, climbing, swimming in the Sound and nearby mountain lakes, browsing the shops in our downtown, eating at our lovely cafes and restaurants, and enjoying the library, parks, and community events of BI.

It would be an extreme honor to serve on the Bainbridge Island

Green Building Task Force and bring my experience and expertise to aid in the development of leadership standards for the island. Thank you for your consideration.

---

Feel free to attach your resume (optional):

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Type the Year                      2020

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How did you hear about the volunteer opportunity?                      Notify Me

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Other                                      *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

**Kathleen Smith**  
**LEED Fellow, LEED AP BD+C, ID+C, LEED Faculty**

**Beginnings**

When I heard Sim Van der Ryn and Michael Pyatok speak in my first class in undergraduate architecture, I became passionate about and committed to sustainable and socially responsible architecture. This passion and commitment has infused everything I do professionally and personally.

**A Passion for Sustainability**

I have dedicated my life and career to sustainability – through advocacy, education, design, consultancy, writing, and how I live my daily life. My life is focused on living more sustainably, educating and inspiring others to do so, and working to help make the world more sustainable, healthy, and just for all people. For me green building and sustainability are not just career pursuits that stop at the end of the workday or work week.

**Education**

Master of Architecture – UC Berkeley, 1998

Bachelor of Art in Architecture – UC Berkeley, 1991

- Graduated Summa Cum Laude, Commencement Speaker
- Minor in Conservation and Resource Studies
- Special Studies at the University of San Miguel de Hidalgo, Michoacán Mexico, 1989

Permaculture Consultant’s Design Certificate – Permaculture Institute, 1995

**Employment History Summary**

2014 – Present	International Living Future Institute	Vice President, Living Building Challenge
2012 – 2014 Auditor	Ecosmith Architecture & Consulting	Principal, LBC
2003 – 2015 Member	USGBC	LEED Faculty
2010 – 2012	Davis Langdon, An AECOM Company	National Sustainability Service Line Leader
2007 – 2010	Davis Langdon	Senior Associate
2004 – 2007 Consultant	Davis Langdon	Sustainability

2004 - 2007	O'Brien and Company	Sustainability Consultant
2004 - 2007	Ecosmith Architecture & Consulting	Principal
1998 - 2004	Van der Ryn Architects Sustainability	Director of Consulting and Project Manager /Senior Designer for Sustainable Architecture Firm
1997 - 1998	Ecological Design Institute	Program Director
1994 - 1997`	Self-Employed	Designer, Writer, Researcher, University Instructor, and Graduate Student focused on Sustainable Design and Construction
1991-1994	Shared Living Resource Center	Associate Director of Non-Profit offering Sustainable Design, Consulting, Education and Advocacy Services
1991	CES Japan/Permastone Japan	Architect/Contractor of Sustainable Live/Work Complex

### Architectural Project Experience Highlights

Kathleen has worked as an architectural designer providing design and project management services on projects ranging in scale and type from single-family remodels and office renovations to new multi-family housing and college classroom buildings. Select examples include:

- Berea College EcoVillage, Berea, Kentucky
- Heron's Head Living Classroom, San Francisco, California
- Institute of Noetic Sciences Office Renovation, Marin County, California
- Citizen's Fireside Housing Project, Mill Valley, California
- Romberg Tiburon Center, Tiburon, California
- Pajara Valley Community Housing, Pajara Valley, California
- Numerous Residences

## Consulting Highlights

Kathleen has extensive experience working as a sustainability consultant with specialty in the Living Building Challenge (LBC) and LEED project management and implementation. Kathleen began using the LBC program and the LEED rating systems since the first public versions were launched. Since then she has facilitated integrated design processes on dozens of projects working with a variety of these systems. Select examples include:

- RW Kern Center for Hampshire College, Amherst, MA
- Hitchcock Center for Environmental Studies, Amherst, MA
- Lakeline Learning Center, Austin, TX
- Indian Creek Nature Center, Cedar Rapids, IA
- Hawaii Public Schools, Honolulu, HI
- Stadium East, Seattle, WA
- Kirsch Center for Environmental Studies, De Anza College, Cupertino, CA
- Newark Center for Health Sciences and Technology, Ohlone Community College District, Newark, CA
- Bellevue College Science and Technology Building, Bellevue, WA
- Tacoma Community College Early Learning Center, Tacoma, WA
- Student Support Services Center, Ohlone Community College District, Fremont, CA
- Martin J. Neeb Center (KPLU Public Radio Station) at Pacific Lutheran University Tacoma, WA
- Laguna Honda Hospital, San Francisco, CA
- Sustainable Action Plan and Climate Action Plan for University of California San Francisco
- Green Building Consulting Services to the City and County of San Francisco
- Green Building Consulting Services to the City of Santa Cruz
- Green Building Consulting Services to San Mateo County
- Unico Properties - Green Building Consulting Services
- Goble Properties - Green Building Consulting Services
- CB Richard Ellis - Green Building Consulting Services and Training
- GSA Region 10 - Green Building Training

## USGBC and GBCI Experience Highlights

- LEED Faculty - 2003 to 2015.
- Kathleen was hired in the first public round due to her excellent teaching skills, leadership, deep knowledge of LEED and green building, and sustainable design and construction experience
- LEED Assessor - 2006 to 2010
- Kathleen managed Davis Langdon's work with USGBC and GBCI on LEED review work since Davis Langdon's contract began in 2006.
- V3.0 Forms Review - 2009
- Kathleen led Davis Langdon's team in performing technical review of submittal documentation requirements and testing of functionality of LEED 2009 Forms before launch of the new LEED Online system.
- CIR Alignment and Harmonization Process - 2008
- Kathleen led Davis Langdon's team in performing technical review and analysis of current CIRs to determine whether each CIR was precedent setting or clarifying and made recommendations as to what information and language should be incorporated into the new versions of the LEED rating systems.
- Member of various USGBC corresponding committees
- Member of the Faculty and Education Partners Advisory Group - 2011 to Present

## Teaching Experience Highlights

Kathleen, in addition to being a LEED Faculty member since 2003, is a passionate educator with extensive experience as a teacher, facilitator, trainer, and lecturer. Kathleen has worked extensively with a wide variety of audiences including children, youth, lay audiences of adults, college students, business people, and building industry professionals to promote knowledge and implementation of sustainable design practices. She has also presented in a variety of settings including lectures, conferences, workshops, interactive charrettes and trainings. Kathleen has developed the curriculum and all materials and handouts for presentations and classes on topics including: green design, sustainable materials, energy efficiency, water conservation, regional mapping, sustainable construction technologies, site planning, and solar design and technology.

Kathleen has literally given several hundred lectures, presentations, workshops and trainings to date. Select examples include:

- Lectures and Conference Speaking Engagements:
  - Keynote at the Multifamily Buildings 2015 conference
  - Greenbuild 2009, 2013, 2014, 2015
  - Two-day intensive boot camp at the Cleveland Clinic on the WELL Standard
  - NESEA 2015
  - Housing Opportunities Conference 2015
  - CleanMed 2015
  - Northwest Concrete Masonry Association
  - Municipal Green Building Conference and Expo
- Living Building Challenge Workshops and Trainings
  - Live Workshops
    - Introduction to the Living Building Challenge
    - Understanding the Living Building Challenge
    - Understanding the Materials Petal Workshop
    - Materials Summit at the Living Product Expo 2015
    - Central Community College of Nebraska in-depth LBC Charrette
  - Online Education
    - Understanding the Living Building Challenge
    - Living Building Challenge for Affordable Housing
    - Materials Petal How-To, Tips and Tricks from LBC Project Teams
- LEED Workshops and Trainings:
  - Greenbuild
    - Every year 2003 - 2011
  - Public Workshops
  - Private Workshops
  - Panel Discussions and Roundtables (Planner and Moderator)
    - Better Bricks
    - Cascadia Region Green Building Council
- Ecological Design Institute.
  - Program Director and Educator. Kathleen led a non-profit focused on environmental education and developed curriculum and education programs, trained educators, and taught to k-12 schools, non-profits, colleges and universities. Select examples include:

- Developed curriculum and led the programs to train all the Santa Cruz Americorps volunteers serving as environmental educators in the k-12 schools
  - Developed and implemented a Green Schoolyard Program incorporating a project based learning approach to studying the built and natural environment for the k -5 Lake School.
- University Teaching:
  - Graduate Student Instructor
    - University of California at Berkeley 1995-1996
    - GSI for ED105, an upper division undergraduate design studio focused on ecological and sustainable design. Visiting Professor Susan Maxman. Spring 1995.
      - Susan Maxman traveled to Berkeley every three weeks to teach this course. In the intervening weeks, Kathleen and one other GSI ran the course delivering all lectures and providing all design studio guidance for the students all of whom were senior undergraduates.
    - GSI for ED1, an introductory course in architecture, landscape architecture, and city planning. Professor Randy Hester. Fall 1995 and 1996.

### Volunteer Experience Highlights

- Cascadia Region Green Building Council, 2004 to 2012
- Northern California Chapter of the USGBC, 2002 to 2006
- Urban Ecology, 2000-2003
- Graduate Student Researcher, Embodied Energy Project, Asst. Professor Cassandra Adams, University of California, Berkeley, Spring 1996
- Architects/Designers/Planner for Social Responsibility, 1992-2006
- EcoCity Builders, 1997
- Sustainable Living Project of the Ecological Design Institute, 1994
- Berkeley Ecology Design Group, 1990-1991
- The Academy School, 1990

### Key Publications

- **The Northwest Green Home Primer**, published by Timber Press, 2008. (Book co-authored with Kathleen O'Brien)
  - Brimming with ideas, clear and logical, with tips, checklists, and resources for green home planning, construction, remodeling, and maintenance, extensively illustrated with photos and diagrams, this is the essential green home manual for novice and professional alike.
  - 304 pages, 142 b/w photos and 46 line drawings
  - Required text for NW Sustainable Building Advisor Course.
- **Rebuilding Community in America: Housing for Ecological Living, Personal Empowerment, and the New Extended Family**, published by Shared Living Resource Center, 1995. (Book co-authored with Ken Norwood.)
  - One of first books published in US on the topic of cohousing.
  - Won award from American Planning Association
  - Won award from City of Berkeley

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 10, 2020 3:48:19 PM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

---

Applicant Name                      Tina Song

---

Email

---

Phone

---

Address

---

City

---

State

---

Zip

---

Current Employer                      Clark Construction LLC

---

Current Position                      Project Engineer/Manager

---

I am interested in                      Green Building Task Force (9 positions)  
serving on one of the  
following City advisory  
groups (select all that  
apply):

---

### Experience & Qualifications

---

Have you served on                      No  
any City advisory  
groups in the past?

---

If so, please indicate                      *Field not completed.*  
which groups:

---

Please share your                      2017 thru 2019-managed and completed construction on a Living  
qualifications for this                      Building Challenge house remodel on Bainbridge Island  
appointment (skills,

activities, training,  
education) if any:

---

Please share your  
community interests  
(groups, committees,  
organizations) if any:

2018-Present-Housing Resources Bainbridge, Board Secretary

---

Feel free to attach your  
resume (optional):

---

Type the Year

2020

---

How did you hear  
about the volunteer  
opportunity?

Other - See below

---

Other

Fellow colleague

---

Email not displaying correctly? [View it in your browser.](#)

Dear Sir or Madam,

My background is in construction management, marine manufacturing & ship repair, and architecture design and development. My approach is influenced by my experience with multiple disciplines and industries. I have had firsthand experience working with deck plate workers, designers, architects, managing directors, field supervisors, engineers, cost controls & procurement. My mentors taught me that with an open mind, there can be continual collaboration and workflow with all team members in every job.

My various architectural projects have entailed programmatic design for commercial, medical, residential, public and mixed use. Overall, my work experience in design & construction has encompassed estimating, cost analysis, schedule analysis, detailing, building envelope consulting, and construction management.

Currently, my role is to implement and provide a creative and realistic, cost effective approach to a prestigious Living Building Challenge residential remodel. I am truly privileged to be affiliated with this project and have become a true advocate for sustainable development. In our world of constant changes and intense complexity, understanding the big picture in addition to focus on detail both add value to contributing to an ever-evolving community.

Some of the software applications that I have worked with on a daily basis are: Procore management software, Bluebeam, Building Connect, Computer Ease financial accounting; Earned Value Management reporting, Oracle Primavera P6 scheduling, IFS accounting Global Enterprise software, Revit, Navisworks, AutoCAD, Microsoft Office, Microsoft Project, & Sketch Up. I am currently pursuing research into 3D scanning software and techniques.

In all jobs, planning & controls have proved my most successful tools for managing schedule, costs and manpower. Costs range from 4M to 250M. Within these multiple disciplines, I have been most influenced by Lean Construction methods and Last Planner methodologies. My precursory work with EVMS financial reporting and CPM scheduling, gave me a different view to design, planning, management implementation. In all my experience, I have discovered that last-minute, high priority, and time-sensitive exercises arise daily which requires one to adapt rapidly to new situations, and require one to slow down and organize, in order to work most effectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina Song', with a stylized, cursive flourish.

Tina Song

## E D U C A T I O N

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- 2002-2003 University of Washington Construction Management Certificate Program
- 1988-1993 Cooper Union for the Advancement of Science and Art in New York, NY-BArch

## E X P E R I E N C E

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### **2016-present : Clark Construction LLC in Bainbridge Island, WA**

- Project Engineer/manager for residential construction division
- LEED manager for multiple buildings re-purposed into Maker Spaces at the Historic Fort Worden State Park, Port Townsend, WA. Schedule manager for cost loaded schedule and time phase budget to owners.
- Project manager from Pre-construction thru completion for Living Building Challenge remodel at 3.9M, Bainbridge Island, WA. Lead point of contact and responsible for all estimates and change orders, budget financials and cost loaded schedule updates; managed and assisted with coordination of all subcontractors, vendors and staffing for all phases through closeout, operations & maintenance and warranty.
- Supervised and trained team members for future management positions within the company while managing special projects division for one year.

### **2014-2010 : Vigor Fab in Portland, OR & Vigor Shipyard in Seattle, WA**

- Advanced Planner, Scheduler & Estimator for specialized in construction of ocean-going barges and new ship construction Tidewater tugboat and Savage Ammonia Barge; budgets up to \$250M; promotional transfer within company to expand responsibilities as an Estimator, Planner & Scheduler at corporate headquarters in Portland, OR.
- Develop, analyze risks, and facilitate project build strategy from bid phase thru estimating, scheduling, procurement and into execution; incorporated Lean Construction planning & Last Planner methodologies to guide and support the deck plate, Supervisors & upper management during execution with change orders, & project bidding in Seattle, WA
- Key member of Project Management Team for structuring and administering schedule and cost controls for repairs to US Navy Vessels under MISO government contracts; budgets up to \$40M; coordination and monitoring initiated with execution management team on a daily basis.
- Implemented planning, scheduling and software skills to work with Execution Planning department, Project Managers, Superintendents, QA, Safety, Work Test Controls, Procurement and Sub-Contractors to develop detailed activities; developed plan based on proposals, drawings, OQE, estimates, and regular field checks.
- Orchestrated a project plan with logical relationships, realistic duration, and resource loading to create a coherent, detailed, and usable project schedule in Primavera P6 and IFS timekeeping software.
- Monitored schedule and budget with regards to budget allocation of: labor, equipment, material, and subcontractor costs; mapped change orders and other delays involving detailed impact analysis, determination of proposal termination dates, and budget adjustment and maintenance.
- Established routine, customized reports for Project Management including updated cost loaded schedules, "what-if" reports, change delay analysis, manpower curves, trending & forecast cost projections, and budget/schedule variance analysis reports based on Earn Value Management Methodologies requiring extensive data analysis.

### **2002-2004 : Fairbank Construction Company, Inc. in Bainbridge Island, WA**

- Assistant Project Manager and Project Engineer for high end residential construction; direct communication with clients, managers, superintendents, sub-contractors, architects, building officials, consultants, field employees, suppliers and sales tech support through entire duration of jobs.
- Developed and formalized estimates for single family and multifamily projects involving request for pricing, coordination and management of bids, analysis, and produced subsequent value engineering options.
- Assisted management team in generation and distribution of contracts, sub-contracts, purchase orders and invoicing; organized system to monitor, log and track change orders, RFI's, and ASI's

### **2001-2002 : Olson Sundberg Kundig Allen Architects in Seattle, WA**

- Created and organized detailing of multiple projects including condos, museums, wineries, retail TI's and high end residential; involved in schematic design through construction drawing sets; involved working with multiple design teams, contractors, and artists.
- Reviewed and produced specifications for high end residential projects in new construction and remodels.
- Directed coordination of MEP, and structural construction drawing sets.

### **H O N O R S**

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#### **1992**

Richard Kelly Grant, Illuminating Engineering Society; Housing for Insomniacs. Won first place in national competition for creative thought and activity in the use of light.

#### **1991, 1992**

Allwork Scholarships (awarded two years), New York Chapter of the AIA, Additional awards given for outstanding projects during both academic years.

#### **1988-1993**

Awarded a Five-year full tuition scholarship, the Cooper Union School of Architecture.

#### **1986**

Robert V M. Harrison Full Tuition Scholarship, Mississippi State University School of Architecture-1st place Dean's Scholar at Mississippi State University.  
Jostens Leadership Scholarship.

### **S O F T W A R E**

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Procore management software, Bluebeam, Building Connect, Computer Ease financial accounting; Earned Value Management reporting, Oracle Primavera P6 scheduling, IFS accounting Global Enterprise software, Revit, Navisworks, AutoCAD, Microsoft Office, Microsoft Project, Smartsheet, Sketch Up, & Cupix application for 360 cameras. Pursuing interest in 3D Scanning technology and software.

### **A F F I L I A T I O N S**

---

Executive Board Secretary-Housing Resources Bainbridge, an affordable housing non-profit organization, Bainbridge Island, WA

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [City Admin](#)  
**Subject:** Online Form Submittal: City Advisory Group Application  
**Date:** Friday, January 10, 2020 11:28:22 AM

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## City Advisory Group Application

### Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Jason Wilkinson
Email	
Phone	
Address	
City	
State	
Zip	
Current Employer	McLennan Design
Current Position	Architect
I am interested in serving on one of the following City advisory groups (select all that apply):	Green Building Task Force (9 positions)
<b>Experience &amp; Qualifications</b>	
Have you served on any City advisory groups in the past?	Yes
If so, please indicate which groups:	Design Review Board
Please share your qualifications for this appointment (skills,	I am a practicing architect, regenerative design consultant working on multiple projects seeking high performance outcomes. My work has included local private and public projects

activities, training, education) if any:

as well as high profile international projects seeking certification under exemplary programs such as Net-zero Energy Certification, the Living Building Challenge and the WELL Building Standard.

Please share your community interests (groups, committees, organizations) if any:

As a member of the Design Review Board for 3 years I sought to engage applicants, City Staff and City Advisory Board members in conversations about opportunities to integrate sustainability and green building. I worked at all levels to encourage the City in taking a leadership role on green building requirements to support the achievement of the goals established in the City's Comprehensive Plan.

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Other - See below

Other

Current DRB member

Email not displaying correctly? [View it in your browser.](#)



## JASON WILKINSON AIA, LEED<sup>®</sup> AP BD+C

*Project Manager*

Jason is as a licensed architect and regenerative design consultant with 20 years of experience in implementing sustainable design on numerous internationally recognized projects. He is adept at crafting creative opportunities with teams seeking high-performance outcomes by applying first principles that drive success across various metrics including the Living Building and Living Community Challenge, Green Star and the WELL Building Standard. Jason is skilled at balancing his passion for advancing sustainability with humor, a positive outlook and careful listening. He has a collaborative team attitude and a commitment to delivering high quality results that emphasize practical solutions during all project phases from visioning to construction administration.

Jason is a highly experienced project manager, having managed numerous high-performance Higher Education projects including; Chou Hall at UC Berkeley Haas School of Business\*, Barn Project Phases 1 and 2\* Detailed Project Program (DPP) at UC Riverside, sustainability benchmarking at Purdue University and his current role as the project manager for the Yale Divinity School Living Village at Yale University. Prior to joining MD, Jason was an Associate with the Higher Education group as well as Office Leader of the Social Responsibility Initiative at Perkins+Will in San Francisco, California.

He is also an energetic volunteer in his community, currently serving as an appointed member of the Bainbridge Island Design Review Board. He has also previously provided pro-bono design services for non-profit organizations dedicated to social justice including several focused on education for at-risk youth and young adults.

### Education

B.Arch, University of Oregon

### Registrations & Certifications

Licensed Architect, CA, 2013

### Associations

American Institute of Architects (AIA)

### Select Project Experience

\*while with another firm

#### **Yale Divinity School Living Village, Yale University**

*New Haven, CT*

150,000 sq. ft.

#### **Sustainability Benchmarking, Purdue University**

*West Lafayette, IN*

#### **Antioch College Co-housing, Antioch College**

*Yellow Springs, OH*

#### **Kendeda Building for Innovative Sustainable Design, Georgia Tech**

*Atlanta, GA*

peer review

#### **Drawdown Consulting (with Paul Hawken), Confidential Aeronautical Company**

*Pacific Northwest*

multi-campus Sustainability Consulting