



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 09, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) 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, 30 Minutes**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:35 PM**
4. **PUBLIC COMMENT**
 - 4.A **(6:40 PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
5. **CITY MANAGER'S REPORT - 6:55 PM**
6. **CONSENT AGENDA**
 - 6.A **(7:00 PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
[AP Report to Council of Cash Disbursements 03-10-21.pdf](#)

Payroll.pdf

6.C City Council Meeting Minutes,

City Council Study Session Minutes, February 16 2021.docx

City Council Regular Business Meeting Minutes, February 23, 2021.docx

6.D Radar Feedback Sign Procurement and Budget Amendment - Public Works, 5 Minutes

Western Systems Sales Quote.pdf

Radar Sign Locations_.jpg

6.E New Brooklyn Sewer Basin Study Professional Services Agreement Amendment No. 1 - Public Works,

Original Agreement.pdf

Amendment No 1 to PSA - BHC - rev JL 030321.docx

6.F Race Equity Welcoming Sign Approval and Budget Amendment - Public Works, 5 Minutes

City Council_2021-02-23.pdf

7. FUTURE COUNCIL AGENDAS

7.A (7:05 PM) Future Council Agendas, 10 Minutes

March 16 Special City Council Study Session.pdf

March 23 City Council Regular Business Meeting.pdf

March 24 Special Joint City Council Meeting.pdf

April 6 City Council Study Session.pdf

April 13 City Council Regular Business Meeting.pdf

April 20 City Council Study Session.pdf

2021 List of Proposed Future Council Topics.docx

8. CITY MANAGER EMPLOYMENT AGREEMENT

8.A (7:15 PM) City Manager Employment Agreement, 20 Minutes

Blair King - COBI Agreement 030521.docx

9. UNFINISHED BUSINESS

9.A (7:35 PM) Transportation Benefit District (Traffic Calming and Climate Mitigation) Funding Discussion and Budget Amendment - Public Works, 10 Minutes

Traffic Calming CIP Slides.pptx

Resolution No. 2019-06 Directing Use of Additional Vehicle License Fee Revenue Approved 012219.docx

9.B (7:45 PM) Update on the Development Moratorium - Planning, 10 Minutes

Dept of Ecology Approval Letter.pdf

Ordinance No. 2020-29 Further Narrowing the Development Moratorium to Shoreline Properties within the WMPSA Approved 102720.pdf

ORD NO. 2020-24 EXTENDING THE DEVELOPMENT MORATORIUM.pdf

10. CITY COUNCIL DISCUSSION

10.A (7:55 PM) Hazard Pay for Grocery Workers - Executive, 10 Minutes

10.B (8:05 PM) Discussion of Police/Court Facility, 30 Minutes

Police and Court Project Questions - Transmittal Memo for CC 03092021- Final for Packet
SUMMARY CHRONOLOGY - Police Court 2013-2020.pdf

Police Court Facility Project Status Report thru Feb 26 2021.pdf

11. COMMITTEE REPORTS - 8:35 PM

12. FOR THE GOOD OF THE ORDER - 8:40 PM

13. ADJOURNMENT - 8:50 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:05 PM) 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,

SUMMARY: Hold Executive Session.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:40 PM) Instructions for Providing Public Comment - City Clerk,

SUMMARY: The attached instructions explain how to provide public comment in a remote Zoom meeting.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

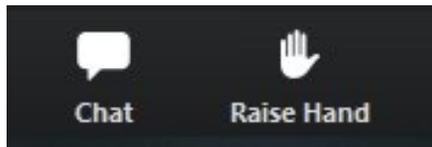
OFFICE OF THE CITY CLERK

SEPTEMBER, 2020

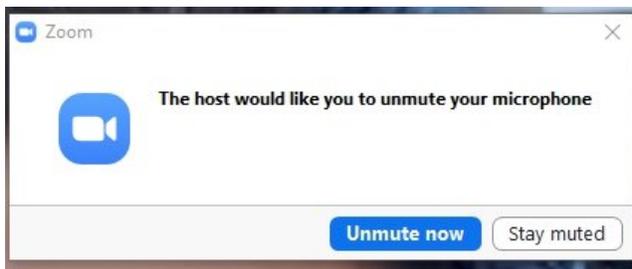
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions outlined below.

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

1. Attendees who wish to provide public comment sign in to Zoom with their name.
2. Meeting Chair will indicate when it is time for public comment.
3. Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen:



4. Attendee clicks button "Unmute now" after they are called to speak by Meeting Chair.



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

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

6. Attendee provides their comment.
7. A timer on the screen will track your time.

8. Stop speaking when the timer reaches the 3-minute mark.
9. Attendee is returned to attendee group, and microphone is muted.
10. As always, public comment is simply received by the Council, with no response.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:00 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, February 16, 2021; City Council Regular Business Meeting Minutes, February 23, 2021
- D. Radar Feedback Sign Procurement and Budget Amendment
- E. New Brooklyn Sewer Basin Study Professional Services Agreement Amendment 1
- F. Race Equity Welcoming Sign Approval and Budget Amendment.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

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

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME:

AGENDA ITEM: Accounts Payable and Payroll,

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with consent agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[AP Report to Council of Cash Disbursements 03-10-21.pdf](#)

[Payroll.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: February 22, 2021 - March 08, 2021
 CITY COUNCIL: February 23, 2021 - March 09, 2021

Last check from previous run: 355721 dated 02/17/2021 issued to S & B Inc for \$20,008.46.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	2/25/21	426	WA State DOR/Excise taxes - January 2021	7,126.35
ACH	2/25/21	427	COBI/Utility billing - February 2021	2,615.89
ACH	2/25/21	428	WA State DOL/Firearm permits - February 2021	162.00
ACH	2/25/21	429	POL/Intact Services USA/Boat Insurance - 2021	21,516.00
VOID	3/10/21	355772	ENG/Granite Construction/Invoice error	N/A
Manual	2/24/21	355722	POL,IT/AT&T Mobility/Wireless charges - February 2021	1,623.87
Manual	2/24/21	355723	ENG/Coates Design/Police & Court facility design services	78,899.00
Manual	2/24/21	355724	ENG/Kelley Connect/Copier lease	595.94
Manual	2/24/21	355725	Puget Sound Energy/Green Power Contract - February 2021	849.33
Manual	2/24/21	355726	ENG/Skillings Connolly/Sportsman & New Brooklyn intersection	27,934.79
Manual	3/3/21	355727	CenturyLink/Weaver PRV water telemetry - February 2021	58.32
Manual	3/3/21	355728	LEGAL/Thomas Alpaugh/Public defense services - February 2021	4,484.38
Manual	3/3/21	355729	PW,POL/Toshiba/Copier leases	458.65
Manual	3/3/21	355730	WA Water Service/Decant facility water - February 2021	158.98

Total Manual Checks and Electronic Disbursements	139,357.15
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Regular Run	3/10/21	355731-355830	Total Regular Check Run	662,388.16
			Total Disbursements	801,745.31

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

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

3/3/2021
 Date



02/24/2021 09:34
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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

						INVOICE DTL DESC			
426	02/25/2021	MANL	124 WA ST DEPT OF REVENU	246268	JAN21	01/31/2021		EFT0121	7,126.35
Invoice: JAN21									
				100.14	91411341	553000	JAN 2021	EXCISE	
				85.41	91421351	553000		FINANCE - WATER	EXTRNL TAXES
				6,560.86	91421351	553000		FINANCE - SEWER	- EXTRNL TAXES
				70.90	91411341	553000		FINANCE - WATER	EXTRNL TAXES
				123.40	91431383	553000		FINANCE - SSWM	- EXTRNL TAXES
				4,253.17	91411341	553000		FINANCE - WATER	EXTRNL TAXES
				672.57	91421351	553000		FINANCE - SEWER	- EXTRNL TAXES
				1.79	11011116	531100		COUNCIL	- SUPPLIES
				44.45	53011212	520000		POLICE - C/E	PATROL BENEFITS
				7.05	53011212	531100		PD-C/E-PATROL	SUPPLIES
				1.37	63470586	544000		CUR-DEV-ZONING	ADV
				.83	63470586	544000		CUR-DEV-ZONING	ADV
				12.43	72011322	531100		ENG - C/E	PLANS SUPPLIES
				117.72	73111252	531100	00903	2018 STORM	RESP-STRT-SUPPLY
				-4,253.17	91411341	553000		FINANCE - WATER	EXTRNL TAXES
				-672.57	91421351	553000		FINANCE - SEWER	- EXTRNL TAXES

CHECK 426 TOTAL: 7,126.35

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 7,126.35

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	7,126.35

*** GRAND TOTAL *** 7,126.35

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	2	279									
APP	401-213000		02/25/2021	EFT0121	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		171.04	
APP	635-111100		02/25/2021	EFT0121	EXCISE			CASH AP CASH DISBURSEMENTS JOURNAL			7,126.35
APP	402-213000		02/25/2021	EFT0121	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6,646.27	
APP	403-213000		02/25/2021	EFT0121	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		123.40	
APP	001-213000		02/25/2021	EFT0121	EXCISE			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		65.72	
APP	407-213000		02/25/2021	EFT0121	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2.20	
APP	101-213000		02/25/2021	EFT0121	EXCISE			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		117.72	
GENERAL LEDGER TOTAL										7,126.35	7,126.35
APP	631-130000		02/25/2021	EFT0121	EXCISE			DUE TO/FROM CLEARING		7,126.35	
APP	401-130000		02/25/2021	EFT0121	EXCISE			DUE TO/FROM CLEARING			171.04
APP	402-130000		02/25/2021	EFT0121	EXCISE			DUE TO/FROM CLEARING			6,646.27
APP	403-130000		02/25/2021	EFT0121	EXCISE			DUE TO/FROM CLEARING			123.40
APP	001-130000		02/25/2021	EFT0121	EXCISE			GENERAL - DUE TO/FROM CLEARING			65.72
APP	407-130000		02/25/2021	EFT0121	EXCISE			DUE TO/FROM CLEARING			2.20
APP	101-130000		02/25/2021	EFT0121	EXCISE			STREETS - DUE TO/FROM CLEARING			117.72
SYSTEM GENERATED ENTRIES TOTAL										7,126.35	7,126.35
JOURNAL 2021/02/279 TOTAL										14,252.70	14,252.70

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 2	279	02/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	65.72	65.72
				FUND TOTAL	65.72	65.72
101 STREET FUND 101-130000 101-213000	2021 2	279	02/25/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	117.72	117.72
				FUND TOTAL	117.72	117.72
401 WATER OPERATING FUND 401-130000 401-213000	2021 2	279	02/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	171.04	171.04
				FUND TOTAL	171.04	171.04
402 SEWER OPERATING FUND 402-130000 402-213000	2021 2	279	02/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	6,646.27	6,646.27
				FUND TOTAL	6,646.27	6,646.27
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 2	279	02/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	123.40	123.40
				FUND TOTAL	123.40	123.40
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 2	279	02/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2.20	2.20
				FUND TOTAL	2.20	2.20
631 CLEARING FUND 631-130000 635-111100	2021 2	279	02/25/2021	DUE TO/FROM CLEARING CASH	7,126.35	7,126.35
				FUND TOTAL	7,126.35	7,126.35

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		65.72
101	STREET FUND		117.72
401	WATER OPERATING FUND		171.04
402	SEWER OPERATING FUND		6,646.27
403	STORM & SURFACE WATER FUND		123.40
407	BUILDING & DEVELOPMENT FUND		2.20
631	CLEARING FUND		
		7,126.35	
	TOTAL	7,126.35	7,126.35

** END OF REPORT - Generated by Carrie L. Freitas **



02/24/2021 09:34
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
427	02/25/2021	MANL	103 CITY OF BAINBRIDGE I	246269	10717FEB21			
	Invoice: 10717FEB21					02/01/2021	ACH-UB02	8.19
				8.19	91011722	547500	1270 MADISON GG-C/E-LIBRARY-COBI WTR/SWR	
	Invoice: 10727FEB21			246270	10727FEB21			
				507.22	91011722	547500	1270 MADISON GG-C/E-LIBRARY-COBI WTR/SWR	507.22
	Invoice: 11015FEB21			246271	11015FEB21			
				395.90	91425358	547500	1220 DONALD PL GG-WWTP-WATER/SEWER	395.90
	Invoice: 11122FEB21			246272	11122FEB21			
				376.46	91011215	547500	625 WINSLOW WAY GG-C/E-PD-COBI WTR/SWR	376.46
	Invoice: 11762FEB21			246273	11762FEB21			
				49.21	91011768	547500	WINSLOW WAY DRINKING FNTN GG-C/E-PARKS-WTR/SWR	49.21
	Invoice: 11805FEB21			246274	11805FEB21			
				10.76	91011768	547500	HIGH SCHOOL & MADISON GG-C/E-PARKS-WTR/SWR	10.76
	Invoice: 11806FEB21			246275	11806FEB21			
				8.19	91011768	547500	MADISON & HIGH SCHOOL GG-C/E-PARKS-WTR/SWR	8.19
	Invoice: 11982FEB21			246276	11982FEB21			
				715.74	91011189	547500	280 MADISON AVE N GG-C/E-CITY HALL-COBI WTR/SWR	715.74
	Invoice: 11983FEB21			246277	11983FEB21			
				15.07	91011189	547500	280 MADISON AVE N GG-C/E-CITY HALL-COBI WTR/SWR	15.07
	Invoice: 12754FEB21			246278	12754FEB21			
				8.19	91011768	547500	WINSLOW WAY E GG-C/E-PARKS-WTR/SWR	8.19
	Invoice: 12893FEB21			246279	12893FEB21			
				486.94	71011183	54750000724	8804 MADISON AVE N PD/COURT BLDG NON CAP-WTR/SWR	486.94
	Invoice: 12894FEB21			246280	12894FEB21			
				10.76	71011183	54750000724	8804 MADISON AVE N PD/COURT BLDG NON CAP-WTR/SWR	10.76
	Invoice: 13145FEB21			246281	13145FEB21			
				8.19	91111262	547500	HWY 305 - STO GG-STREETS-TRAILS-CITY WTR/SWR	8.19

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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CLERK: cfreitas

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2021	2	280								
APP	001-213000	02/25/2021	ACH-UB02	UB			GENERAL - ACCOUNTS PAYABLE		2,196.73	
							AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100	02/25/2021	ACH-UB02	UB			CASH			2,615.89
							AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000	02/25/2021	ACH-UB02	UB			ACCOUNTS PAYABLE	395.90		
							AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000	02/25/2021	ACH-UB02	UB			STREETS - ACCOUNTS PAYABLE	23.26		
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									2,615.89	2,615.89
APP	631-130000	02/25/2021	ACH-UB02	UB			DUE TO/FROM CLEARING	2,615.89		
APP	001-130000	02/25/2021	ACH-UB02	UB			GENERAL - DUE TO/FROM CLEARING			2,196.73
APP	402-130000	02/25/2021	ACH-UB02	UB			DUE TO/FROM CLEARING			395.90
APP	101-130000	02/25/2021	ACH-UB02	UB			STREETS - DUE TO/FROM CLEARING			23.26
SYSTEM GENERATED ENTRIES TOTAL									2,615.89	2,615.89
JOURNAL 2021/02/280 TOTAL									5,231.78	5,231.78

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 2	280	02/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	2,196.73	2,196.73
				FUND TOTAL	2,196.73	2,196.73
101 STREET FUND 101-130000 101-213000	2021 2	280	02/25/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	23.26	23.26
				FUND TOTAL	23.26	23.26
402 SEWER OPERATING FUND 402-130000 402-213000	2021 2	280	02/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	395.90	395.90
				FUND TOTAL	395.90	395.90
631 CLEARING FUND 631-130000 635-111100	2021 2	280	02/25/2021	DUE TO/FROM CLEARING CASH	2,615.89	2,615.89
				FUND TOTAL	2,615.89	2,615.89

02/24/2021 09:34
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		2,196.73
101	STREET FUND		23.26
402	SEWER OPERATING FUND		395.90
631	CLEARING FUND	2,615.89	
TOTAL		2,615.89	2,615.89

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
428	02/25/2021	MANL	969 DEPARTMENT OF LICENS	246283	FEB21 FA		ACG-FA02	162.00
	Invoice: FEB21 FA			162.00	41654860	586000		
						FEB 2021 CPL		
						GUN PERMIT OUT		
						CHECK	428 TOTAL:	162.00
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	162.00
						COUNT	AMOUNT	
					TOTAL MANUAL CHECKS	1	162.00	
							*** GRAND TOTAL ***	162.00

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	2		282								
APP	650-213000		02/25/2021	ACG-FA02	FA			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		162.00	
APP	635-111100		02/25/2021	ACG-FA02	FA			CASH AP CASH DISBURSEMENTS JOURNAL			162.00
GENERAL LEDGER TOTAL										162.00	162.00
APP	631-130000		02/25/2021	ACG-FA02	FA			DUE TO/FROM CLEARING		162.00	
APP	650-130000		02/25/2021	ACG-FA02	FA			DUE TO/FROM CLEARING			162.00
SYSTEM GENERATED ENTRIES TOTAL										162.00	162.00
JOURNAL 2021/02/282 TOTAL										324.00	324.00

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631	CLEARING FUND	2021	2	282	02/25/2021			
	631-130000					DUE TO/FROM CLEARING	162.00	
	635-111100					CASH		162.00
						FUND TOTAL	162.00	162.00
650	AGENCY FUND	2021	2	282	02/25/2021			
	650-130000					DUE TO/FROM CLEARING		162.00
	650-213000					ACCOUNTS PAYABLE	162.00	
						FUND TOTAL	162.00	162.00

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A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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FUND		DUE TO	DUE FROM
631	CLEARING FUND	162.00	
650	AGENCY FUND		162.00
	TOTAL	162.00	162.00

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A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME						
INVOICE DTL DESC									
429	02/25/2021	MANL	9655 INTACT SERVICES USA	246247	JH84214	01/10/2021	ACH0222	12,166.00	
Invoice: JH84214				12,166.00	91025129 546000	POL/BOAT INS: HULL & MACH, PROT & INDEM MARINE - INSURANCE			
				246248	JH84215	01/10/2021	ACH0222	9,350.00	
Invoice: JH84215				9,350.00	91025129 546000	POL/BOAT INS: EXCESS LIAB MARINE - INSURANCE			
							CHECK	429 TOTAL:	21,516.00
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***		21,516.00	
						<u>COUNT</u>	<u>AMOUNT</u>		
TOTAL MANUAL CHECKS					1		21,516.00		
							*** GRAND TOTAL ***	21,516.00	

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	2	281									
APP	001-213000		02/25/2021	ACH0222	INS			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		21,516.00	
APP	635-111100		02/25/2021	ACH0222	INS			CASH AP CASH DISBURSEMENTS JOURNAL			21,516.00
GENERAL LEDGER TOTAL										21,516.00	21,516.00
APP	631-130000		02/25/2021	ACH0222	INS			DUE TO/FROM CLEARING		21,516.00	
APP	001-130000		02/25/2021	ACH0222	INS			GENERAL - DUE TO/FROM CLEARING			21,516.00
SYSTEM GENERATED ENTRIES TOTAL										21,516.00	21,516.00
JOURNAL 2021/02/281 TOTAL										43,032.00	43,032.00

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 2	281	02/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	21,516.00	21,516.00
				FUND TOTAL	21,516.00	21,516.00
631 CLEARING FUND 631-130000 635-111100	2021 2	281	02/25/2021	DUE TO/FROM CLEARING CASH	21,516.00	21,516.00
				FUND TOTAL	21,516.00	21,516.00

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		21,516.00
631	CLEARING FUND	21,516.00	
		TOTAL	21,516.00
			21,516.00

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A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355722	02/24/2021	PRTD	6420 AT&T MOBILITY	246262	287287004732X021921	02/11/2021	M022421	1,623.87
			Invoice: 287287004732X021921					
				62.19	91011189	542100		
				1,561.68	91011215	542100		
							CHECK 355722 TOTAL:	1,623.87
355723	02/24/2021	PRTD	8435 COATES DESIGN INC	246264	124546	12/14/2020	M022421	78,899.00
			Invoice: 124546					
				78,899.00	72311942	64110000724	DESIGN SVCS: POL & COURT FAC PD/COURT BLDG-PROF SVCS/DESIGN	
							CHECK 355723 TOTAL:	78,899.00
355724	02/24/2021	PRTD	1971 KELLEY CONNECT	246259	28423284	12/22/2020	M022421	312.16
			Invoice: 28423284					
				312.16	72011321	545000	ENG/COPIER LEASE ENG - C/E ADMIN RENTS & LEASES	
				246260	28804518	02/19/2021	M022421	283.78
			Invoice: 28804518					
				283.78	72011321	545000	ENG/COPIER LEASE ENG - C/E ADMIN RENTS & LEASES	
							CHECK 355724 TOTAL:	595.94
355725	02/24/2021	PRTD	1205 PUGET SOUND ENERGY	246261	220001082	02/18/2021	M022421	849.33
			Invoice: 220001082					
				849.33	91011189	547101	FEB21 GREEN POWER CONTRACT ELECTRIC-GREEN POWER	
							CHECK 355725 TOTAL:	849.33
355726	02/24/2021	PRTD	7173 SKILLINGS CONNOLLY I	246266	12639	12/10/2020	M022421	27,934.79
			Invoice: 12639					
				27,934.79	72321953	64110000715	SPORTSMAN & NEW BROOKLYN SP CLUB/NB INTERSECTN-DESIGN	
							CHECK 355726 TOTAL:	27,934.79
							NUMBER OF CHECKS 5	*** CASH ACCOUNT TOTAL *** 109,902.93
							COUNT	AMOUNT
							TOTAL PRINTED CHECKS 5	109,902.93
							*** GRAND TOTAL ***	109,902.93

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	2		274								
APP	001-213000		02/24/2021	M022421	022421			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,069.14	
APP	635-111100		02/24/2021	M022421	022421			CASH AP CASH DISBURSEMENTS JOURNAL			109,902.93
APP	301-213000		02/24/2021	M022421	022421			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		106,833.79	
GENERAL LEDGER TOTAL										109,902.93	109,902.93
APP	631-130000		02/24/2021	M022421	022421			DUE TO/FROM CLEARING		109,902.93	
APP	001-130000		02/24/2021	M022421	022421			GENERAL - DUE TO/FROM CLEARING			3,069.14
APP	301-130000		02/24/2021	M022421	022421			DUE TO/FROM CLEARING			106,833.79
SYSTEM GENERATED ENTRIES TOTAL										109,902.93	109,902.93
JOURNAL 2021/02/274 TOTAL										219,805.86	219,805.86

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 2	274	02/24/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	3,069.14	3,069.14
				FUND TOTAL	3,069.14	3,069.14
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 2	274	02/24/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	106,833.79	106,833.79
				FUND TOTAL	106,833.79	106,833.79
631 CLEARING FUND 631-130000 635-111100	2021 2	274	02/24/2021	DUE TO/FROM CLEARING CASH	109,902.93	109,902.93
				FUND TOTAL	109,902.93	109,902.93

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		3,069.14
301	CAPITAL CONSTRUCTION FUND		106,833.79
631	CLEARING FUND	109,902.93	
TOTAL		109,902.93	109,902.93

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
					INVOICE DTL	DESC		
355727	03/03/2021	PRTD	551 CENTURYLINK	246335	6124FEB21			58.32
	Invoice: 6124FEB21			58.32	91411891	542100		
							02/16/2021	M030221
							WEAVER PRV WATER TELEM	
							GG-WTR-FAC-PHONE	
							CHECK	355727 TOTAL: 58.32
355728	03/03/2021	PRTD	7849 LAW OFFICE OF THOMAS	246336	FEB21			4,484.38
	Invoice: FEB21			4,484.38	32011281	541113		
							02/16/2021	M030221
							LEGAL/PUB DEF FEB 2021	
							LGL-PUBLIC DEFENDER	
							CHECK	355728 TOTAL: 4,484.38
355729	03/03/2021	PRTD	6714 TOSHIBA FINANCIAL SE	246337	28753944			224.23
	Invoice: 28753944			224.23	73637891	545000		
							02/11/2021	M030221
							PW/COPIER LEASE	
							RENTS & LEASES - OPERATING	
							02/11/2021	M030221
							POL/COPIER LEASE	
							PD-C/E-ADMIN RENTS/LEASE	
							CHECK	355729 TOTAL: 458.65
355730	03/03/2021	PRTD	5271 WASHINGTON WATER SER	246339	4815979187-FEB21			158.98
	Invoice: 4815979187-FEB21			158.98	91435838	547500		
							02/18/2021	M030221
							DECANT FACILITY WATER	
							GG-DECANT-WATER/SEWER	
							CHECK	355730 TOTAL: 158.98
							NUMBER OF CHECKS	4
							*** CASH ACCOUNT TOTAL ***	5,160.33
							COUNT	AMOUNT
							TOTAL PRINTED CHECKS	4 5,160.33
							*** GRAND TOTAL ***	5,160.33

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	3		17								
APP	401-213000		03/03/2021	M030221	030321			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		58.32	
APP	635-111100		03/03/2021	M030221	030321			CASH AP CASH DISBURSEMENTS JOURNAL			5,160.33
APP	001-213000		03/03/2021	M030221	030321			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,718.80	
APP	631-213000		03/03/2021	M030221	030321			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		224.23	
APP	403-213000		03/03/2021	M030221	030321			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		158.98	
GENERAL LEDGER TOTAL										5,160.33	5,160.33
APP	631-130000		03/03/2021	M030221	030321			DUE TO/FROM CLEARING		4,936.10	
APP	401-130000		03/03/2021	M030221	030321			DUE TO/FROM CLEARING			58.32
APP	001-130000		03/03/2021	M030221	030321			GENERAL - DUE TO/FROM CLEARING			4,718.80
APP	403-130000		03/03/2021	M030221	030321			DUE TO/FROM CLEARING			158.98
SYSTEM GENERATED ENTRIES TOTAL										4,936.10	4,936.10
JOURNAL 2021/03/17 TOTAL										10,096.43	10,096.43

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 3	17	03/03/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	4,718.80	4,718.80
				FUND TOTAL	4,718.80	4,718.80
401 WATER OPERATING FUND 401-130000 401-213000	2021 3	17	03/03/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	58.32	58.32
				FUND TOTAL	58.32	58.32
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 3	17	03/03/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	158.98	158.98
				FUND TOTAL	158.98	158.98
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 3	17	03/03/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	4,936.10 224.23	5,160.33
				FUND TOTAL	5,160.33	5,160.33

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		4,718.80
401	WATER OPERATING FUND		58.32
403	STORM & SURFACE WATER FUND		158.98
631	CLEARING FUND	4,936.10	
	TOTAL	4,936.10	4,936.10

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355731	03/10/2021	PRTD	5 ACE HARDWARE	246284	48161/1			
	Invoice: 48161/1					02/05/2021	03/07/21	9.12
				9.12	73011755	531100		
	Invoice: 48167/1			246285	48167/1			
				70.84	73111264	531100	02/09/2021	03/07/21
	Invoice: 48171/1			246286	48171/1			
				67.56	73111427	531100	02/09/2021	03/07/21
	Invoice: 48178/1			246287	48178/1			
				26.06	73411345	531100	02/11/2021	03/07/21
							CHECK	355731 TOTAL:
								173.58
355732	03/10/2021	PRTD	4899 ADDISON CONSTRUCTION	246318	377812			
	Invoice: 377812					02/18/2021	03/07/21	283.86
				283.86	73011897	531100		
							CHECK	355732 TOTAL:
								283.86
355733	03/10/2021	PRTD	8511 A G O LAND SURVEYING	246341	3044			
	Invoice: 3044					02/22/2021	03/07/21	228.50
				228.50	72011768	541100		
							CHECK	355733 TOTAL:
								228.50
355734	03/10/2021	PRTD	7994 PENINSULA SERVICES	246319	96430			
	Invoice: 96430					01/31/2021	03/07/21	32.00
				32.00	21011125	541100		
	Invoice: 96431			246320	96431			
				64.00	51011211	541100	01/31/2021	03/07/21
							CHECK	355734 TOTAL:
								96.00
355735	03/10/2021	PRTD	8991 ALLIANCE 2020, INC	246321	581150			
	Invoice: 581150					02/28/2021	03/07/21	278.16
				278.16	33011161	541100		
							CHECK	355735 TOTAL:
								278.16

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355736	03/10/2021	PRTD	8672 ALLSTREAM	246342	17358060	03/01/2021	03/07/21	795.89
			Invoice: 17358060	795.89	41637891	542100	CITYWIDE PHN SVCS MAR 2021 FIN - ALLOC TELEPHONE	
							CHECK 355736 TOTAL:	795.89
355737	03/10/2021	PRTD	4710 ASSOCIATED PETROLEU	246288	0296843-IN	02/04/2021	03/07/21	211.72
			Invoice: 0296843-IN	211.72	73638893	532000	PW/58.1 GAL DIESEL O&M-FUEL USE-ALLOCATION	
			Invoice: 0296844-IN	246289	0296844-IN	02/04/2021	03/07/21	482.08
				482.08	73638932	532000	PW/207.5 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
			Invoice: 0298473-IN	246290	0298473-IN	02/09/2021	03/07/21	453.98
				453.98	73638893	532000	PW/163 GAL DIESEL O&M-FUEL USE-ALLOCATION	
			Invoice: 0298483-IN	246291	0298483-IN	02/09/2021	03/07/21	589.52
				589.52	73638932	532000	PW/249 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
			Invoice: 0299032-IN	246292	0299032-IN	02/09/2021	03/07/21	318.70
				318.70	73638893	532000	PW/20 BIO, 80 GAL DIESEL O&M-FUEL USE-ALLOCATION	
			Invoice: 0299464-IN	246322	0299464-IN	02/11/2021	03/07/21	452.11
				452.11	73638893	532000	PW/160.1 GAL DIESEL O&M-FUEL USE-ALLOCATION	
			Invoice: 0299498-IN	246323	0299498-IN	02/11/2021	03/07/21	955.54
				955.54	73638932	532000	PW/405.6 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
			Invoice: 0299699-IN	246324	0299699-IN	02/12/2021	03/07/21	2,836.19
				2,836.19	73638893	532000	PW/1386.8 GAL DIESEL - RED O&M-FUEL USE-ALLOCATION	
			Invoice: 0300948-IN	246325	0300948-IN	02/16/2021	03/07/21	879.71
				879.71	73638893	532000	PW/340 GAL DIESEL O&M-FUEL USE-ALLOCATION	
			Invoice: 0300949-IN	246326	0300949-IN	02/16/2021	03/07/21	595.00
				595.00	73638932	532000	PW/248 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
							CHECK 355737 TOTAL:	7,774.55

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355738	03/10/2021	PRTD	7821 AUS WEST LOCKBOX	246327	1992112546	02/11/2021	03/07/21	60.58
	Invoice: 1992112546			60.58	73638893	589310	PW/LAUNDRY SERVICE LAUNDRY SERVICES	
							CHECK 355738 TOTAL:	60.58
355739	03/10/2021	PRTD	4365 AUTOMATIC FUNDS TRAN	246328	120428	02/02/2021	03/07/21	767.38
	Invoice: 120428			158.85	43411341	541100	UB/STATEMENT PREP & MAIL	
				158.85	43421351	541100	FIN - WATER ADMIN PROF SERVICE	
				224.84	91411891	542500	FIN - SEWER ADMIN PROF SERVICE	
				224.84	91421891	542500	GG-WTR-FAC-POSTAGE	
							GG-SWR-FAC-POSTAGE	
							CHECK 355739 TOTAL:	767.38
355740	03/10/2021	PRTD	9574 BAINBRIDGE LANDING L	246256	92099	02/22/2021	03/07/21	19.83
	Invoice: 92099			19.83	411	122100	UB 13238 233 EBI LANE WATER ACCOUNTS RECEIVABLE	
							CHECK 355740 TOTAL:	19.83
355741	03/10/2021	PRTD	9574 BAINBRIDGE LANDING L	246257	92100	02/22/2021	03/07/21	21.98
	Invoice: 92100			21.98	411	122100	UB 13258 750 HANAMI LANE NE WATER ACCOUNTS RECEIVABLE	
							CHECK 355741 TOTAL:	21.98
355742	03/10/2021	PRTD	55 SOUND PUBLISHING, IN	246293	8013693-2552130	01/31/2021	03/07/21	125.00
	Invoice: 8013693-2552130			125.00	63470586	544000	PCD/PPM: WINTERGREEN APTS CUR-DEV-ZONING-ADV	
							CHECK 355742 TOTAL:	125.00
355743	03/10/2021	PRTD	55 SOUND PUBLISHING, IN	246295	BIR191506	02/12/2021	03/07/21	96.00
	Invoice: BIR191506			96.00	11011113	544000	CC/ORD 2021-09 COUNCIL - LEGAL NOTICES	
				246296	BIR917896		01/22/2021	03/07/21
	Invoice: BIR917896			76.80	71011321	544000	ENG/2021 ROSTERS	153.60
				76.80	72011321	544000	PW - C/E ADVERTISING ENG-C/E-ADM-ADVERTISING	
				246297	BIR917899		01/22/2021	03/07/21
	Invoice: BIR917899			232.80	73414434	64400000987	PW/AD FOR BIDS: CHLORINE GEN CHLORINE GEN UPGRADE-ADV	232.80

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: BIR919309				246298 BIR919309	02/12/2021		03/07/21	79.20
				79.20 63470586 544000	PCD/NOA: BLD25299	CUR-DEV-ZONING-ADV		
Invoice: BIR919509				246299 BIR919509	02/12/2021		03/07/21	40.80
				40.80 11011113 544000	CC/ORD 2021-04	COUNCIL - LEGAL NOTICES		
Invoice: BIR917612				246330 BIR917612	01/22/2021		03/07/21	342.00
				342.00 72334561 64400001088	ENG/RFQ: MADISON SIDEWALKS	MAD AVE SIDEWALK IMPR-ADV		
Invoice: bir919994				246332 bir919994	02/19/2021		03/07/21	49.20
				49.20 11011113 544000	CC/ORD 2021-11	COUNCIL - LEGAL NOTICES		
Invoice: BIR919990				246343 BIR919990	02/19/2021		03/07/21	76.80
				76.80 63470586 544000	PCD/NOA: BLD25013	CUR-DEV-ZONING-ADV		
Invoice: BIR919991				246344 BIR919991	02/19/2021		03/07/21	72.00
				72.00 63470586 544000	PCD/NOA: BLD25280	CUR-DEV-ZONING-ADV		
Invoice: BIR919993				246420 BIR919993	02/19/2021		03/07/21	79.20
				79.20 63470586 544000	PCD/NOA: PLN51732A	CUR-DEV-ZONING-ADV		
							CHECK 355743 TOTAL:	1,221.60
355744 03/10/2021 PRTD	55	SOUND PUBLISHING, IN	246294	8013811-2554183	01/31/2021		03/07/21	49.91
Invoice: 8013811-2554183				49.91 33011161 544000	HR/WWTP OP ADS: JAN 2021	HR-C/E-ADVERTISING		
							CHECK 355744 TOTAL:	49.91
355745 03/10/2021 PRTD	55	SOUND PUBLISHING, IN	246329	8013705-2554034	01/31/2021		03/07/21	55.50
Invoice: 8013705-2554034				55.50 51011191 544000	POL/CLASSIFIEDS: PROPERTY	PD-C/E-PROP RM-ADVERTISING		
							CHECK 355745 TOTAL:	55.50
355746 03/10/2021 PRTD	57	BAY HAY & FEED	246300	1592059	02/09/2021		03/07/21	62.61
Invoice: 1592059				62.61 31011229 53110001069	PW/PROPANE FOR EOC	TESTING-COVID19-SUPPLIES		
							CHECK 355746 TOTAL:	62.61

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355747	03/10/2021	PRTD	5412 BENEFIT ADMINISTRATI	246301	2102509	02/22/2021	03/07/21	236.50
	Invoice: 2102509					FSA/HSA SVCS FEB 2021		
				22.52	21011125	520000	COURT - BENEFITS	
				33.79	31011131	520000	EX-GF-BEN	
				33.79	41011141	520000	FIN - C/E ADMIN BENEFITS	
				22.52	51011211	520000	PD-C/E ADMIN-BENEFITS	
				33.79	61011581	520000	PCD - C/E ADMIN BENEFITS	
				78.83	71011321	520000	PW - C/E BENEFITS	
				11.26	81011881	520000	IT - C/E ADMIN BENEFITS	
						CHECK	355747 TOTAL:	236.50
355748	03/10/2021	PRTD	314 BAINBRIDGE ISLAND FI	246347	FSS 2021	02/18/2021	03/07/21	184,890.60
	Invoice: FSS 2021					POL/2021 FIRE SAFETY SVCS		
				184,890.60	51011223	551000	PD-C/E-FIRE PREVENTION-IG SVCS	
						CHECK	355748 TOTAL:	184,890.60
355749	03/10/2021	PRTD	7696 BAINBRIDGE ISLAND MU	246334	4522	11/06/2020	03/07/21	5,000.00
	Invoice: 4522					2020 LTAC (CULTURAL IMPACT PRO		
				5,000.00	91140573	541100	GG-TOUR-PROF SERVICES	
	Invoice: 4589							
				246346	4589			
				12,000.00	31011732	54110000297	2020-21 CULTURAL FUNDING: CULT	
							EX-GF-CULTURAL ARTS & SCIENCES	
						CHECK	355749 TOTAL:	17,000.00
355750	03/10/2021	PRTD	8890 BAINBRIDGE ISLAND JA	246349	011921	01/19/2021	03/07/21	3,350.00
	Invoice: 011921					2020-21 CULTURAL FUNDING: WEBS		
				3,350.00	31011732	54110000297	EX-GF-CULTURAL ARTS & SCIENCES	
						CHECK	355750 TOTAL:	3,350.00
355751	03/10/2021	PRTD	1341 BLUE SKY PRINTING	246350	2953	02/09/2021	03/07/21	43.32
	Invoice: 2953					POL/BUS CARDS: LYNCH		
				43.32	51011211	531100	PD-C/E-ADM-SUPPLIES	
						CHECK	355751 TOTAL:	43.32
355752	03/10/2021	PRTD	9657 BOONE, DAVID J & ERI	246253	92096	02/22/2021	03/07/21	65.18
	Invoice: 92096					UB 10665 1046 BLUE HERON AVENUE NE		
				65.18	411	122100	WATER ACCOUNTS RECEIVABLE	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK		355752 TOTAL:	65.18
355753	03/10/2021	PRTD	9262 BOULDER PARK INC	246359 3491	12/31/2020		03/07/21	9,620.10
	Invoice: 3491					BOISOLIDS MANAGEMENT/DISPOSAL		
				9,620.10	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL	
					CHECK		355753 TOTAL:	9,620.10
355754	03/10/2021	PRTD	360 BUILDERS FIRSTSOURCE	246352 82894690	02/18/2021		03/07/21	25.41
	Invoice: 82894690					PW/NAIL, SCREWS		
				25.41	73011755	531100	O&M-COMMONS SUPPLIES	
					CHECK		355754 TOTAL:	25.41
355755	03/10/2021	PRTD	1052 CANON FINANCIAL SERV	246302 26231332	02/09/2021		03/07/21	482.62
	Invoice: 26231332					IT/OCE PLOTTER LEASE		
				482.62	81011881	545000	IT - C/E RENTS & LEASES	
					CHECK		355755 TOTAL:	482.62
355756	03/10/2021	PRTD	2495 CH2O INTERNATIONAL	246353 304846	02/17/2021		03/07/21	109.00
	Invoice: 304846					PW/BLDG MX		
				109.00	73011897	548100	O&M-C/E-PWYD FAC-REPAIRS	
	Invoice: 304847							
				246354	304847			
				245.25	73011183	548100	PW/CITY HALL MX	
							O&M-C/E-CH FAC-REPAIRS	
					CHECK		355756 TOTAL:	354.25
355757	03/10/2021	PRTD	460 PETTY CASH	246355 POL-2021-02	02/28/2021		03/07/21	12.00
	Invoice: POL-2021-02					POL/POSTAGE		
				12.00	91011215	542500	GG-C/E-PD-POSTAGE	
					CHECK		355757 TOTAL:	12.00
355758	03/10/2021	PRTD	11 CITY OF BAINBRIDGE I	246357 TRVL042517TA	12/01/2020		03/07/21	200.00
	Invoice: TRVL042517TA					POL/PCC CONF SF: 2017		
				200.00	55011757	443410	PD-HARBORMASTER-TRAINING	
	Invoice: TRVL051817MC							
				246358	TRVL051817MC			
				300.00	52011212	443410	POL/PNW FIRE INV SYMPOSIUM	
							POLICE - C/E INVEST TRAINING	
								300.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	355758 TOTAL:	500.00
355759	03/10/2021	PRTD	142 COPIERS NORTHWEST IN	246305	INV2264262	02/22/2021	03/07/21	212.63
			Invoice: INV2264262			PCD,ENG/PLOTTER PAPER		
				106.31	61011581	531100		
				106.32	72011321	531100		
						PCD - C/E ADMIN SUPPLIES		
						ENG - C/E ADMIN SUPPLIES		
			Invoice: INV2264520	246306	INV2264520	02/23/2021	03/07/21	681.07
				340.53	31011131	545000		
				340.54	41011141	545000		
						EX,FIN/COPIER OVERAGES		
						EX-GF-RENTS & LEASES		
						FIN - C/E ADMIN RENTS & LEASES		
						CHECK	355759 TOTAL:	893.70
355760	03/10/2021	PRTD	4950 CORRECT EQUIPMENT IN	246360	43443	02/25/2021	03/07/21	1,703.67
			Invoice: 43443			PW/GRINDER PUMP MX: ROCKAWAY		
				1,703.67	73426355	54810000562		
						GRINDER PUMP MAINT CONTRACT		
						CHECK	355760 TOTAL:	1,703.67
355761	03/10/2021	PRTD	6101 E & S BRYAN INC	246361	2942	02/28/2021	03/07/21	4,125.00
			Invoice: 2942			UB/REPORT DEVEL		
				2,062.50	43411341	541100		
				2,062.50	43421351	541100		
						FIN - WATER ADMIN PROF SERVICE		
						FIN - SEWER ADMIN PROF SERVICE		
						CHECK	355761 TOTAL:	4,125.00
355762	03/10/2021	PRTD	152 DAILY JOURNAL OF COM	246307	3364817	01/29/2021	03/07/21	496.65
			Invoice: 3364817			ENG/RFQ: MADISON AVE SIDEWALKS		
				496.65	72334561	64400001088		
						MAD AVE SIDEWALK IMPR-ADV		
						CHECK	355762 TOTAL:	496.65
355763	03/10/2021	PRTD	9661 CHRISTIAN DOWNES	246309	02-24-21	02/24/2021	03/07/21	42.00
			Invoice: 02-24-21			POL/REFUND ON CPL		
				21.00	01132	322900		
				21.00	65438	386000		
						OTHER NON-BUS.LICENSES/PERMITS		
						AGENCY TYPE DEPOSITS		
						CHECK	355763 TOTAL:	42.00
355764	03/10/2021	PRTD	672 DSC INC	246310	100958	02/05/2021	03/07/21	254.55
			Invoice: 100958			PW/MX SUPPLIES		
				254.55	73637958	531100		
						ROADSIDE MOWER ALLOC-SUPPLIES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	355764 TOTAL:	254.55
355765	03/10/2021	PRTD	7144 DTMICRO, INC	246311 5440	02/15/2021		03/07/21	136.25
	Invoice: 5440			136.25 91011215 542100	POL NETWORK CONNECT TO KC			
					GG-C/E-PD-PHONE			
					CHECK	355765 TOTAL:		136.25
355766	03/10/2021	PRTD	9000 DUDE SOLUTIONS, INC	246362 INV-83148	03/01/2021		03/07/21	1,144.50
	Invoice: INV-83148			1,144.50 81011881 548500	IT/SMARTGOV TO BLUEBEAM			
					IT - C/E COMPUTER SUPPORT			
	Invoice: INV-83192			246363 INV-83192	03/01/2021		03/07/21	23,230.37
				23,230.37 81011881 548500	IT/SMARTGOV ANNUAL MX			
					IT - C/E COMPUTER SUPPORT			
					CHECK	355766 TOTAL:		24,374.87
355767	03/10/2021	PRTD	7510 EXPERIAN	246312 CD2111001745	02/26/2021		03/07/21	92.65
	Invoice: CD2111001745			92.65 52011212 549100	POL/INFO SVCS			
					PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
					CHECK	355767 TOTAL:		92.65
355768	03/10/2021	PRTD	5781 EXTERMINATION SERVIC	246313 37476	02/08/2021		03/07/21	93.74
	Invoice: 37476			93.74 73011215 548100	PW/FEB SVC-PD			
					O&M-C/E-POLICE FAC-REPAIRS			
					CHECK	355768 TOTAL:		93.74
355769	03/10/2021	PRTD	9509 FIREWALLS.COM INC	246314 2021-118169	03/01/2021		03/07/21	200.00
	Invoice: 2021-118169			200.00 81011881 541100	IT/MONTHLY MGMT & UPDATE SVC			
					IT - C/E PROF SERVICES			
					CHECK	355769 TOTAL:		200.00
355770	03/10/2021	PRTD	7851 GEOTECH ENVIROMENTAL	246364 635553	12/18/2020		03/07/21	208.96
	Invoice: 635553			208.96 73011370 53110000261	PW/VINCENT RD LANDFILL MX			
					BI LANDFILL MONITORING-SUPPLY			
					CHECK	355770 TOTAL:		208.96
355771	03/10/2021	PRTD	513 GRAINGER	246316 9805392934	02/12/2021		03/07/21	5.17
	Invoice: 9805392934			5.17 73425358 531100	PW/EYE WASH			
					O&M-WWTP-SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 9808187133				246317 9808187133	02/16/2021		03/07/21	138.09
				138.09 73425358 531100	PW/CABLES, ROPE CLIP O&M-WWTP-SUPPLIES			
						CHECK	355771 TOTAL:	143.26
355772	03/10/2021	VOID	7570 GRANITE CONSTRUCTION					.00
Invoice:								
Retainage paid to vendor instead of the COBI in error - void and reissue 2 checks to replace this 1.								
355773	03/10/2021	PRTD	1517 GUARDIAN SECURITY SY	246366 1108976	03/01/2021		03/07/21	260.52
Invoice: 1108976				260.52 51011215 541100	POL/ALARM MONITORING POLICE - C/E FACIL PROF SVCS			
						CHECK	355773 TOTAL:	260.52
355774	03/10/2021	PRTD	253 HACH COMPANY	246367 12307240	02/02/2021		03/07/21	215.82
Invoice: 12307240				215.82 73411345 531100	PW/SPEC COLOR STD, DPD CHLORINE OFFICE SUPPLIES			
						CHECK	355774 TOTAL:	215.82
355775	03/10/2021	PRTD	8374 HEARING ADVANTAGE, I	246368 8701	02/24/2021		03/07/21	35.00
Invoice: 8701				35.00 53011212 541100	POL/OCC HEALTH TESTING POLICE - C/E PATROL PROF SVCS			
				246369 8723	02/25/2021		03/07/21	35.00
Invoice: 8723				35.00 53011212 541100	POL/OCC HEALTH TESTING POLICE - C/E PATROL PROF SVCS			
						CHECK	355775 TOTAL:	70.00
355776	03/10/2021	PRTD	4850 HOME DEPOT CREDIT SE	246370 5971713	01/27/2021		03/07/21	846.59
Invoice: 5971713				846.59 73011183 531100	PW/BLINDS O&M-C/E-CH FAC-SUPPLIES			
						CHECK	355776 TOTAL:	846.59
355777	03/10/2021	PRTD	7500 HOUSING RESOURCES BO	246255 92098	02/22/2021		03/07/21	162.31
Invoice: 92098				162.31 411 122100	UB 12789 818 CURTIS LOOP NE WATER ACCOUNTS RECEIVABLE			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK		355777 TOTAL:	162.31
355778	03/10/2021	PRTD	1826 JOHNSON CONTROLS FIR	246371	1-101005049800	01/27/2021	03/07/21	947.49
			Invoice: 1-101005049800			PW/HVAC R&M CH HVAC-REPAIRS		
				947.49	73011183	54810000707	CHECK	355778 TOTAL:
								947.49
355779	03/10/2021	PRTD	318 KC ALCOHOLISM SPECIA	246372	042020	02/23/2021	03/07/21	1,916.56
			Invoice: 042020			Q4 2020 ALCOHOLISM SVCS EXEC - C/E DETOX		
				1,916.56	91011660	553000	CHECK	355779 TOTAL:
								1,916.56
355780	03/10/2021	PRTD	2306 KITSAP COUNTY PROSEC	246374	FEB21	02/03/2021	03/07/21	9,346.77
			Invoice: FEB21			LEGAL/FEB PROSEC SVCS LGL-OUTSIDE PROSECUTOR		
				9,346.77	32011521	541112	CHECK	355780 TOTAL:
								9,346.77
355781	03/10/2021	PRTD	4740 KITSAP COUNTY PUBLIC	246378	2829	02/08/2021	03/07/21	450.00
			Invoice: 2829			PW/SALT BRINE 2020 STORM PREP-STRT-SUPPLIES		
				450.00	73111256	53110001054	CHECK	355781 TOTAL:
								450.00
355782	03/10/2021	PRTD	338 KITSAP COUNTY SHERIF	246373	20210001	02/25/2021	03/07/21	392.63
			Invoice: 20210001			POL/PRISONER BOARD: JAN POLICE - C/E PRISONER DETENT'N		
				392.63	51011236	551000	CHECK	355782 TOTAL:
								392.63
355783	03/10/2021	PRTD	8135 MIDWEST MOTOR SUPPLY	246375	8615729	02/05/2021	03/07/21	145.74
			Invoice: 8615729			PW/MX SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
				145.74	73638935	531100	CHECK	355783 TOTAL:
								145.74
355784	03/10/2021	PRTD	6531 SURE SERVICES, INC.	246376	8339	02/11/2021	03/07/21	60.00
			Invoice: 8339			PW/WATER SAMPLES O&M-WWTP-PROF SVCS		
				60.00	73425358	541100		
				246377	8340			
			Invoice: 8340			PW/WATER SAMPLES O&M-WWTP-PROF SVCS		
				60.00	73425358	541100		
								60.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	355784	TOTAL:	120.00
355785	03/10/2021	PRTD	8546 KITSAP 911 PUBLIC AU	246383	BIPD2021-03	02/15/2021	03/07/21	11,656.17
			Invoice: BIPD2021-03			POL/CALL CTR SVCS		
				8,159.32	53011286	551000		
				3,496.85	52011286	551000		
						POLICE - C/E PATROL CENCOM		
						POLICE - C/E - INVEST CENCOM		
					CHECK	355785	TOTAL:	11,656.17
355786	03/10/2021	PRTD	1884 KITSAP SUN	246379	KS2193901-2021	02/15/2021	03/07/21	552.04
			Invoice: KS2193901-2021			ENG/KS SUBX		
				552.04	71011321	549100		
						PWADM-C/E-DUES/SUBSCR/MEMBRSH		
					CHECK	355786	TOTAL:	552.04
355787	03/10/2021	PRTD	309 KITSAP TIRE CENTER I	246380	INV052039	02/17/2021	03/07/21	1,897.71
			Invoice: INV052039			PW/VEH 33 TIRES		
				948.85	73111423	531100		
				948.86	73111427	531100		
						OFFICE SUPPLIES		
						OFFICE SUPPLIES		
				246381	INV052047	02/18/2021	03/07/21	1,928.23
			Invoice: INV052047			PW/VEH 205 TIRES		
				964.12	73111423	531100		
				964.11	73111427	531100		
						OFFICE SUPPLIES		
						OFFICE SUPPLIES		
					CHECK	355787	TOTAL:	3,825.94
355788	03/10/2021	PRTD	5384 KITSAP TRANSIT	246382	5394	12/31/2020	03/07/21	5,426.50
			Invoice: 5394			ENG/ILA		
				5,426.50	72011373	54110000638		
						WAY PT PARK-WELL MONITORING		
					CHECK	355788	TOTAL:	5,426.50
355789	03/10/2021	PRTD	5262 LIDEN LAND DEV & EXC	246384	PAYREQ3-815	02/23/2021	03/07/21	20,605.36
			Invoice: PAYREQ3-815			ROCKAWAY INTERTIE PROJECT		
				20,605.36	72413434	66300000815		
						ROCKAWAY INTERTIE-CONSTR		
					CHECK	355789	TOTAL:	20,605.36
355790	03/10/2021	PRTD	853 KATHRYN E MEYERS	246385	02/23/21	02/23/2021	03/07/21	120.00
			Invoice: 02/23/21			CRT/2 HRS PRO TEMP		
				120.00	21011125	541210		
						COURT - JUDGE PRO TEMPORE SVCS		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	355790	TOTAL:	120.00
355791	03/10/2021	PRTD	8375 MOORE IACOFANO GOLTS	246386 68075	02/16/2021		03/07/21	448.75
	Invoice: 68075			448.75 72321951 64110000708	DESIGN OF WYATT WAY RECONSTRUC			
					WYATT-MAD TO LOVELL-ENG/DESIGN			
					CHECK	355791	TOTAL:	448.75
355792	03/10/2021	PRTD	9397 MILLENNIAL BUILDERS	246249 92092	02/22/2021		03/07/21	352.72
	Invoice: 92092			352.72 411 122100	UB 13110 8658 RESERVE WAY			
					WATER ACCOUNTS RECEIVABLE			
					CHECK	355792	TOTAL:	352.72
355793	03/10/2021	PRTD	9323 MURRAYSMITH, INC.	246387 19-2682.00-16	02/16/2021		03/07/21	9,410.00
	Invoice: 19-2682.00-16			9,410.00 72425352 54110001009	WWTP UPGRADES STUDY			
					WWTP TERTIARY STUDY-PROF SVCS			
					CHECK	355793	TOTAL:	9,410.00
355794	03/10/2021	PRTD	9254 NELSON NYGAARD CONSU	246267 2	11/16/2020		03/07/21	84,049.32
	Invoice: 2			84,049.32 72111444 54110001018	SUSTAINABLE TRANSPORTATION			
					SUSTAINABLE TRANS-PROF SVC			
					CHECK	355794	TOTAL:	84,049.32
355795	03/10/2021	PRTD	9659 NOR'EASTERN TRAWL SY	246388 601628702	02/24/2021		03/07/21	9,199.00
	Invoice: 601628702			9,199.00 01131 316100	2019 B&O REFUND FOR OVERPMT			
					B&O TAX			
					CHECK	355795	TOTAL:	9,199.00
355796	03/10/2021	PRTD	2430 OGDEN MURPHY WALLACE	246389 847517	02/24/2021		03/07/21	30,327.97
	Invoice: 847517			63.00 32470152 54111100844	LEGAL/JAN SVCS			
				252.00 32470152 54111100892	LIT-CLARK ADMIN APPEAL(SUP CT)			
				4,284.00 32470152 54111100893	LIT-CAINION SUP CT WRIT			
				63.00 32011152 54111100926	LIT-CAINION (APA SUP CT)			
				63.00 32011152 54111101010	LIT-KC REALTORS-SUP CT			
				4,529.17 32011152 54111101156	LIT-ENVIRONMENTAL COALITION			
				913.50 32011152 54111001020	LIT-NEAL PRA SUIT			
				1,548.50 32011152 54111001046	SMALL CELL WIRELESS ORD			
				1,790.80 32011152 54111001131	LGL-PSE FRANCHISE			
				8,379.00 32011152 541110	ETHICS BOARD LEGAL ADVISOR			
				1,354.50 91011211 541110	LGL-GF-LEGAL ADVICE			
				7,087.50 32470152 54111100897	GG-C/E-CIVIL SVC-LEGAL ADVICE			
					PRES RESP SHORE(CT OF APPEALS)			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	355796	TOTAL:	30,327.97
355797	03/10/2021	PRTD	7925 OMNIPARK, INC	246390 122709	03/01/2021		03/07/21	379.32
	Invoice: 122709			379.32 51011217 548500	POL/PARKING SYSTEM SUPPORT			
					PD-C/E-PARKING ENF-COMP SUPPOR			
					CHECK	355797	TOTAL:	379.32
355798	03/10/2021	PRTD	8286 SUPERINTENDENT OF P	246391 16415	02/11/2021		03/07/21	45.25
	Invoice: 16415			45.25 65438 386110	POL/FINGERPRINTING			
					AGENCY-FINGERPRINT REV TO SPI			
					CHECK	355798	TOTAL:	45.25
355799	03/10/2021	PRTD	9267 PAYGOV	246392 654	02/09/2021		03/07/21	3,032.73
	Invoice: 654			3,032.73 91011423 54110001069	FIN/JAN 2021 FEES			
					COVID19-CREDIT CARD PROC FEES			
					CHECK	355799	TOTAL:	3,032.73
355800	03/10/2021	PRTD	9349 PROPANE NORTHWEST	246394 1503209422	01/29/2021		03/07/21	638.59
	Invoice: 1503209422			638.59 91011897 547200	PW/419.1 GAL PROPANE			
					GG-C/E-O&M YARD FAC-PROPANE			
	Invoice: 1503326324			246395 1503326324	02/12/2021		03/07/21	1,089.75
				1,089.75 91011897 547200	PW/745.5 GAL PROPANE			
					GG-C/E-O&M YARD FAC-PROPANE			
					CHECK	355800	TOTAL:	1,728.34
355801	03/10/2021	PRTD	9658 REDMAYNE, DEREK	246254 92097	02/22/2021		03/07/21	286.30
	Invoice: 92097			286.30 411 122100	UB 11156 1117 AARON AVENUE NE			
					WATER ACCOUNTS RECEIVABLE			
					CHECK	355801	TOTAL:	286.30
355802	03/10/2021	PRTD	2409 RIVER OAKS COMMUNICA	246396 012921	01/29/2021		03/07/21	5,024.25
	Invoice: 012921			5,024.25 32011152 54110001082	EX/FRANCHISE WORK			
					COMCAST FRANCHISE RENEWAL			
					CHECK	355802	TOTAL:	5,024.25

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355803	03/10/2021	PRTD	9291 ROOST LAND COMPANY	246251 92094	02/22/2021		03/07/21	29.90
	Invoice: 92094			29.90 421 122100	UB 13204 4551	FLYING GOAT AVE NE A-100		
						SEWER ACCOUNTS RECEIVABLE		
						CHECK	355803 TOTAL:	29.90
355804	03/10/2021	PRTD	617 S & B INC	246397 25636D	02/28/2021		03/07/21	16,162.19
	Invoice: 25636D			189.49 72423434 64110000821		WATER/SEWER TELEMETRY SCADA UP		
				15,972.70 72413434 64110000818		SCADA UPGRADES SWR PROF SVC		
						SCADA UPGRADES WTR PRF SVC		
	Invoice: 25666B			246398 25666B	12/31/2020		03/07/21	5,418.80
				5,418.80 72413434 64110000708		WYATT WAY RECONSTRUCTION- PRV R		
						WYATT-MAD TO LOVELL-WTR-ENG		
	Invoice: 25666c			246399 25666c	02/18/2021		03/07/21	20,320.50
				20,320.50 72413434 64110000708		WYATT WAY RECONSTRUCTION- PRV R		
						WYATT-MAD TO LOVELL-WTR-ENG		
	Invoice: 25743a			246400 25743a	02/16/2021		03/07/21	1,068.20
				1,068.20 73425358 548100		PW/COMM CARD		
						O&M-WWTP-REPAIRS		
						CHECK	355804 TOTAL:	42,969.69
355805	03/10/2021	PRTD	4548 SIRCHIE FINGERPRINT	246401 0483193-IN	02/26/2021		03/07/21	67.04
	Invoice: 0483193-IN			67.04 51011191 531100		POL/EVIDENCE BOXES		
						PD-C/E-PROP RM-SUPPLIES		
						CHECK	355805 TOTAL:	67.04
355806	03/10/2021	PRTD	7173 SKILLINGS CONNOLLY I	246402 12704	02/15/2021		03/07/21	61,498.33
	Invoice: 12704			7,524.74 72424435 64110000989		ENGINEERING DESIGN SERVICES		
				6,727.95 72423434 64110001085		SUNDAY COVE PUMP REHAB-PROF SV		
				15,931.83 72423434 64110001086		SUNDAY COVE GRAVITY MAIN-PRO S		
				25,768.83 72423434 64110000990		LOWER LOVELL SLS-PROF SVCS		
				5,544.98 72423434 64110000820		WOOD AVE PUMP STA-PROF SVCS		
						REHAB WING PT PUMP STATION-DES		
	Invoice: 12711			246403 12711	02/01/2021		03/07/21	928.01
				928.01 72321953 64110000715		SPORTSMAN CLUB & NEW BROOKLYN		
						SP CLUB/NB INTERSECTN-DESIGN		
						CHECK	355806 TOTAL:	62,426.34

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355807	03/10/2021	PRTD	601 SOUND REPROGRAPHICS	246404	629			
	Invoice: 629					02/23/2021	03/07/21	-181.93
				-181.93	63470588	549500		
						PCD/CORR INV82563		
						CUR-DEV PLAN-COPIES/PRINTING		
	Invoice: 81827			246405	81827		03/07/21	126.23
						01/15/2021		
				126.23	31011572	53110001064		
						EX/RETF BANNER		
						RETF-SUPPLIES		
	Invoice: 82563			246406	82563		03/07/21	181.93
						02/22/2021		
				181.93	63470588	549500		
						PCD/PLANNING COMM COPIES		
						CUR-DEV PLAN-COPIES/PRINTING		
	Invoice: 82578			246407	82578		03/07/21	237.04
						02/23/2021		
				237.04	63470588	549500		
						PCD/PLANNING COMM COPIES		
						CUR-DEV PLAN-COPIES/PRINTING		
						CHECK	355807 TOTAL:	363.27
355808	03/10/2021	PRTD	8132 SPECTRA LABORATORIES	246408	21-00999			
	Invoice: 21-00999					02/12/2021	03/07/21	114.00
				114.00	73425358	54110000391		
						PW/BOD TESTING		
						LAB & TESTING SVCS-WWTP		
	Invoice: 21-01010			246409	21-01010		03/07/21	175.00
						02/12/2021		
				175.00	73425358	54110000391		
						PW/EFFLUENT TESTING		
						LAB & TESTING SVCS-WWTP		
	Invoice: 21-01047			246410	21-01047		03/07/21	63.48
						02/17/2021		
				63.48	73415345	54110000391		
						PW/ROCKAWAY TESTING		
						LAB SVCS-WATER ROCKAWAY		
	Invoice: 21-01048			246411	21-01048		03/07/21	63.48
						02/17/2021		
				63.48	73411345	54110000391		
						PW/FLOURIDE TESTING HOB		
						LAB SVCS-WATER		
	Invoice: 21-01052			246412	21-01052		03/07/21	114.00
						02/17/2021		
				114.00	73425358	54110000391		
						PW/BOD TESTING		
						LAB & TESTING SVCS-WWTP		
	Invoice: 21-01079			246413	21-01079		03/07/21	104.88
						02/17/2021		
				104.88	73425358	54110000391		
						PW/BOD TESTING		
						LAB & TESTING SVCS-WWTP		
	Invoice: 21-01094			246414	21-01094		03/07/21	215.00
						02/18/2021		
				215.00	73425358	54110000391		
						PW/NPDES EFFLUENT TESTING		
						LAB & TESTING SVCS-WWTP		
	Invoice: 21-01107			246415	21-01107		03/07/21	114.00
						02/18/2021		
				114.00	73425358	54110000391		
						PW/BOS TESTING		
						LAB & TESTING SVCS-WWTP		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	355808 TOTAL:	963.84
355809	03/10/2021	PRTD	2467 STAPLES	246416	8061139065	01/30/2021	03/07/21	254.97
			Invoice: 8061139065	254.97	73637891 531100	PW/OFFICE SUPPLIES OFFICE SUPPLIES		
			Invoice: 8061139053	246417	8061139053	01/30/2021	03/07/21	122.18
				122.18	72011321 531100	ENG/OFFICE SUPPLIES ENG - C/E ADMIN SUPPLIES		
			Invoice: 8061139042	246454	8061139042	01/30/2021	03/07/21	936.22
				105.88	31011131 531100	UPSTAIRS OFFICE SUPPLIES EX-GF-SUPPLIES		
				91.73	41011141 531100	FIN - C/E ADMIN SUPPLIES		
				29.40	36011143 531100	CLERK-C/E SUPPLIES		
				302.12	32011152 531100	LGL-GF-SUPPLIES		
				3.52	31011131 531100	EX-GF-SUPPLIES		
				3.52	41011141 531100	FIN - C/E ADMIN SUPPLIES		
				97.69	31011131 531100	EX-GF-SUPPLIES		
				97.70	41011141 531100	FIN - C/E ADMIN SUPPLIES		
				204.66	31011252 53110001069	COVID19-SUPPLIES		
						CHECK	355809 TOTAL:	1,313.37
355810	03/10/2021	PRTD	5730 SUMMIT LAW GROUP	246418	121644	02/24/2021	03/07/21	5,583.80
			Invoice: 121644	5,583.80	32011152 54111000870	LEGAL/JAN PROF SVCS LGL-HR (NON-BARGAINING)		
						CHECK	355810 TOTAL:	5,583.80
355811	03/10/2021	PRTD	8385 TAWRESEY, ALICE & JO	246252	92095	02/22/2021	03/07/21	88.38
			Invoice: 92095	88.38	411 122100	UB 12913 611 TWITCHITAW COURT NE WATER ACCOUNTS RECEIVABLE		
						CHECK	355811 TOTAL:	88.38
355812	03/10/2021	PRTD	4819 THOMSON REUTERS - WE	246419	843797011	01/31/2021	03/07/21	603.46
			Invoice: 843797011	603.46	32011152 549100	LEGAL/INFO SVCS LGL-GF-DUES & SUBSCRIPTIONS		
						CHECK	355812 TOTAL:	603.46
355813	03/10/2021	PRTD	6714 TOSHIBA FINANCIAL SE	246421	28804517	02/19/2021	03/07/21	188.58
			Invoice: 28804517	188.58	21011125 545000	CRT/COPIER LEASE COURT - RENTS & LEASES - OPER		
				246422	28857967	03/01/2021	03/07/21	353.16

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 28857967				353.16 61470581 545000		PCD/COPIER LEASE PCD - DEV ADMIN RENTS & LEASES		
						CHECK 355813 TOTAL:		541.74
355814	03/10/2021	PRTD	558 TOWN & COUNTRY MARKE	246423 02/11/21	02/11/2021	03/07/21		10.79
Invoice: 02/11/21				10.79 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/11/21-A				246425 02/11/21-A	02/11/2021	03/07/21		28.03
				28.03 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/11/21-B				246427 02/11/21-B	02/11/2021	03/07/21		169.91
				169.91 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/11/21-C				246428 02/11/21-C	02/11/2021	03/07/21		27.46
				27.46 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/12/21				246429 02/12/21	02/12/2021	03/07/21		14.35
				14.35 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/12/21-A				246430 02/12/21-A	02/12/2021	03/07/21		9.95
				9.95 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/12/21-B				246431 02/12/21-B	02/12/2021	03/07/21		12.26
				12.26 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/13/21				246432 02/13/21	02/13/2021	03/07/21		39.15
				39.15 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/13/21-A				246433 02/13/21-A	02/13/2021	03/07/21		19.95
				19.95 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/13/21-B				246434 02/13/21-B	02/13/2021	03/07/21		9.08
				9.08 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/13/21-C				246435 02/13/21-C	02/13/2021	03/07/21		169.91
				169.91 73111252 53110001055	PW/MEALS FOR STORM STAFF STORM RESP-STRT-SUPPLIES			
Invoice: 02/14/21				246436 02/14/21	02/14/2021	03/07/21		169.91
					PW/MEALS FOR STORM STAFF			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC				
				169.91	73111252	53110001055	STORM RESP-STRT-SUPPLIES			
Invoice: 02/16/21				246437	02/16/21		02/16/2021	03/07/21	169.91	
							PW/MEALS FOR STORM WORKERS			
				169.91	73111252	53110001055	STORM RESP-STRT-SUPPLIES			
							CHECK	355814	TOTAL:	850.66
355815	03/10/2021	PRTD	4929 TYLER TECHNOLOGIES I	246439	045-324320		01/01/2021	03/07/21	15,341.33	
	Invoice: 045-324320						IT/MUNIS WTRLY MAINT			
				15,341.33	81011881	548500	IT - C/E COMPUTER SUPPORT			
							CHECK	355815	TOTAL:	15,341.33
355816	03/10/2021	PRTD	1152 USA BLUE BOOK	246440	491595		02/02/2021	03/07/21	98.81	
	Invoice: 491595						PW/WWTP SUPPLIES			
				98.81	73425358	531100	O&M-WWTP-SUPPLIES			
Invoice: 492913				246441	492913		02/03/2021	03/07/21	434.79	
				434.79	73425358	531100	PW/WWTP MAINT SUPPLIES			
							O&M-WWTP-SUPPLIES			
Invoice: 500210				246442	500210		02/10/2021	03/07/21	180.85	
				180.85	73425358	531100	PW/WWTP MX SUPPLIES			
							O&M-WWTP-SUPPLIES			
							CHECK	355816	TOTAL:	714.45
355817	03/10/2021	PRTD	167 WA ST DEPT OF ECOLOG	246444	12-2020		12/31/2020	03/07/21	350.00	
	Invoice: 12-2020						WRIA15-KITSAP DEC 2020			
				350.00	60938	386000	HIRST DECISION-EXEMPT WELLS			
							CHECK	355817	TOTAL:	350.00
355818	03/10/2021	PRTD	167 WA ST DEPT OF ECOLOG	246443	2021-BA0020907		02/11/2021	03/07/21	1,940.37	
	Invoice: 2021-BA0020907						PW/BIOSOLIDS ANNUAL PERMIT			
				1,940.37	73425358	549800	O&M-WWTP-PERMITS			
							CHECK	355818	TOTAL:	1,940.37
355819	03/10/2021	PRTD	4513 WASTE MANAGEMENT	246446	0038154-1048-9		02/01/2021	03/07/21	3,941.67	
	Invoice: 0038154-1048-9						BIOSOLIDS LANDFILL DISPOSAL			
				3,941.67	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL			
							CHECK	355819	TOTAL:	3,941.67

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
355820	03/10/2021	PRTD	9660 WEST COAST PAPER COM	246447	178059657	02/01/2021	03/07/21	143.24
	Invoice: 178059657			143.24	01131	316100	AMENDED RETURN REFUND B&O TAX	
							CHECK	355820 TOTAL: 143.24
355821	03/10/2021	PRTD	8390 WEST HILLS FORD MAZD	246448	707114	02/10/2021	03/07/21	29.10
	Invoice: 707114			14.55	73111423	531100	PW/LEVER ASSY ,CLUTTCH OFFICE SUPPLIES	
				14.55	73111427	531100	OFFICE SUPPLIES	
							CHECK	355821 TOTAL: 29.10
355822	03/10/2021	PRTD	2175 WEST SOUND WILDLIFE	246449	Q4-2020	12/31/2020	03/07/21	2,137.50
	Invoice: Q4-2020			2,137.50	91011393	541100	Q4 2020 WILDLIFE CONTR SVCS FIN - C/E ANIMAL CONTROL FEES	
							CHECK	355822 TOTAL: 2,137.50
355823	03/10/2021	PRTD	499 WESTBAY AUTO PARTS I	246450	608083	02/08/2021	03/07/21	1,820.74
	Invoice: 608083			1,820.74	53011212	531100	POL/RD FLARES PD-C/E-PATROL SUPPLIES	
	Invoice: 608567			246451	608567		02/09/2021	03/07/21
				228.20	73111423	531100	PW/CLUTCH KIT OFFICE SUPPLIES	456.40
				228.20	73111427	531100	OFFICE SUPPLIES	
	Invoice: 608777			246452	608777		02/10/2021	03/07/21
				10.38	990	141100	PW/OIL FILTERS MERCHANDISE	10.38
	Invoice: 609193			246453	609193		02/12/2021	03/07/21
				46.59	990	141100	PW,OIL & AIR FILTERS, BEAMS MERCHANDISE	46.59
	Invoice: 609325			246455	609325		02/12/2021	03/07/21
				4.53	73111423	531100	PW/GEAR SHIFT KNOB OFFICE SUPPLIES	9.05
				4.52	73111427	531100	OFFICE SUPPLIES	
	Invoice: 609397			246456	609397		02/12/2021	03/07/21
				65.01	73111252	53110000903	PW/TARPS 2018 STORM RESP-STRT-SUPPLY	65.01
	Invoice: 609459			246457	609459		02/14/2021	03/07/21
				44.93	990	141100	PW/FUSES MERCHANDISE	44.93

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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
Invoice: 609472				246458	609472	02/14/2021		03/07/21	167.55		
				167.55	990 141100	PW/CAPSULE					
						MERCHANDISE					
Invoice: 609488				246459	609488	02/15/2021		03/07/21	52.19		
				52.19	990 141100	PW/LAMPS					
						MERCHANDISE					
Invoice: 609707				246460	609707	02/16/2021		03/07/21	235.57		
				117.78	73111423 531100	PW/PB KIT, AIR BRAKE CHAMBER					
				117.79	73111427 531100	OFFICE SUPPLIES					
						OFFICE SUPPLIES					
Invoice: 609980				246461	609980	02/17/2021		03/07/21	20.47		
				20.47	990 141100	PW/HEADLIGHT BULBS					
						MERCHANDISE					
Invoice: 609983				246462	609983	02/17/2021		03/07/21	7.85		
				7.85	73111252 53110000903	PW/SPARK PLUGS					
						2018 STORM RESP-STRT-SUPPLY					
						CHECK		355823 TOTAL:		2,936.73	
355824	03/10/2021	PRTD	7175 WINERY ALLIANCE OF B	246463	1031	02/21/2021		03/07/21	3,336.88		
	Invoice: 1031			3,336.88	91140573 541100	2020 LTAC (WINE ON THE ROCK EV					
						GG-TOUR-PROF SERVICES					
						CHECK		355824 TOTAL:		3,336.88	
355825	03/10/2021	PRTD	9656 WOLFE, ASIA	246250	92093	02/22/2021		03/07/21	10.00		
	Invoice: 92093			10.00	411 122100	UB 10632 750 MADISON AVENUE N					
						WATER ACCOUNTS RECEIVABLE					
						CHECK		355825 TOTAL:		10.00	
355826	03/10/2021	PRTD	9662 WPTA	246464	DEBT POLICY CERT	02/21/2021		03/07/21	90.00		
	Invoice: DEBT POLICY CERT			90.00	41011141 549150	FIN/DEBT POLICY CERT					
						FIN-C/E-CERTIFICATION/LICENSES					
						CHECK		355826 TOTAL:		90.00	
355827	03/10/2021	PRTD	522 WA ST DEPT OF TRANSP	246465	RE-313-ATB10119135	01/19/2021		03/07/21	73.06		
	Invoice: RE-313-ATB10119135			73.06	72321953 64110000966	WSDOT ADMIN FEES					
						HS ROAD SAFETY IMPR-PROF SVCS					

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	355827	TOTAL:	73.06
355828	03/10/2021	PRTD	8875 ZETX, INC	246466	WA21-.0180700	12/14/2020	03/07/21	2,020.00
			Invoice: WA21-.0180700	2,020.00	52011212	549100	POL/ANNUAL SUBX PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
					CHECK	355828	TOTAL:	2,020.00
355829	03/10/2021	PRTD	102 CITY OF BAINBRIDGE I	246468	RETREQFINAL-1074	12/01/2020	20200029 03/07/21	2,540.88
			Invoice: RETREQFINAL-1074	2,540.88	72111421	54810001074	2020 ASPHALT RPR-RET 2020 ASPHALT REPAIRS-R&M	
					CHECK	355829	TOTAL:	2,540.88
355830	03/10/2021	PRTD	7570 GRANITE CONSTRUCTION	246365	PAYREQFINAL-1074	12/01/2020	20200028 03/07/21	48,276.86
			Invoice: PAYREQFINAL-1074	48,276.86	72111421	54810001074	2020 ASPHALT REPAIR PROJECT 2020 ASPHALT REPAIRS-R&M	
					CHECK	355830	TOTAL:	48,276.86
				NUMBER OF CHECKS	100	*** CASH ACCOUNT TOTAL ***		662,388.16
					COUNT	AMOUNT		
				TOTAL PRINTED CHECKS	99	662,388.16		
				TOTAL VOIDED CHECKS	1	.00		
						*** GRAND TOTAL ***		662,388.16

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CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

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CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	3	18									
APP	001-213000		03/10/2021	03/07/21	031021			GENERAL - ACCOUNTS PAYABLE		328,039.83	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		03/10/2021	03/07/21	031021			CASH			662,388.16
								AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000		03/10/2021	03/07/21	031021			STREETS - ACCOUNTS PAYABLE		140,935.04	
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		66,371.89	
								AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		9,286.28	
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		93,662.51	
								AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		12,708.90	
								AP CASH DISBURSEMENTS JOURNAL			
APP	301-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		2,288.47	
								AP CASH DISBURSEMENTS JOURNAL			
APP	104-213000		03/10/2021	03/07/21	031021			CIVIC IMPR - ACCOUNTS PAYABLE		8,336.88	
								AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		416.25	
								AP CASH DISBURSEMENTS JOURNAL			
APP	901-213000		03/10/2021	03/07/21	031021			ACCOUNTS PAYABLE		342.11	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		662,388.16	662,388.16
APP	631-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING		653,101.88	
APP	001-130000		03/10/2021	03/07/21	031021			GENERAL - DUE TO/FROM CLEARING			328,039.83
APP	101-130000		03/10/2021	03/07/21	031021			STREETS - DUE TO/FROM CLEARING			140,935.04
APP	401-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING			66,371.89
APP	402-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING			93,662.51
APP	407-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING			12,708.90
APP	301-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING			2,288.47
APP	104-130000		03/10/2021	03/07/21	031021			CIVIC IMPR DUE TO/FROM CLEAR'G			8,336.88
APP	650-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING			416.25
APP	901-130000		03/10/2021	03/07/21	031021			DUE TO/FROM CLEARING			342.11

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC	EFF DATE						LINE DESC			
							SYSTEM GENERATED ENTRIES TOTAL		653,101.88	653,101.88
							JOURNAL 2021/03/18 TOTAL		1,315,490.04	1,315,490.04

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 3	18	03/10/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	328,039.83	328,039.83
				FUND TOTAL	328,039.83	328,039.83
101 STREET FUND 101-130000 101-213000	2021 3	18	03/10/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	140,935.04	140,935.04
				FUND TOTAL	140,935.04	140,935.04
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2021 3	18	03/10/2021	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	8,336.88	8,336.88
				FUND TOTAL	8,336.88	8,336.88
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 3	18	03/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,288.47	2,288.47
				FUND TOTAL	2,288.47	2,288.47
401 WATER OPERATING FUND 401-130000 401-213000	2021 3	18	03/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	66,371.89	66,371.89
				FUND TOTAL	66,371.89	66,371.89
402 SEWER OPERATING FUND 402-130000 402-213000	2021 3	18	03/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	93,662.51	93,662.51
				FUND TOTAL	93,662.51	93,662.51
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 3	18	03/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	12,708.90	12,708.90
				FUND TOTAL	12,708.90	12,708.90
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 3	18	03/10/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	653,101.88 9,286.28	662,388.16
				FUND TOTAL	662,388.16	662,388.16

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
650	AGENCY FUND	2021	3	18	03/10/2021			
	650-130000					DUE TO/FROM CLEARING		416.25
	650-213000					ACCOUNTS PAYABLE	416.25	
						FUND TOTAL	416.25	416.25
901	CITY-WIDE REPORTING FUND	2021	3	18	03/10/2021			
	901-130000					DUE TO/FROM CLEARING		342.11
	901-213000					ACCOUNTS PAYABLE	342.11	
						FUND TOTAL	342.11	342.11

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		328,039.83
101	STREET FUND		140,935.04
104	CIVIC IMPROVEMENT FUND		8,336.88
301	CAPITAL CONSTRUCTION FUND		2,288.47
401	WATER OPERATING FUND		66,371.89
402	SEWER OPERATING FUND		93,662.51
407	BUILDING & DEVELOPMENT FUND		12,708.90
631	CLEARING FUND	653,101.88	
650	AGENCY FUND		416.25
901	CITY-WIDE REPORTING FUND		342.11
	TOTAL	653,101.88	653,101.88

** END OF REPORT - Generated by Carrie L. Freitas **

PAYROLL

PAYROLL CHECK RUN: 3 -05 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Vendor	2/22/2021	109556	Vendor Reissue check run (Paper C	34,708.91
Normal	3/5/2021	50362 - 50486	Regular check run (Direct Dep)	300,953.56
Normal	3/5/2021	109557	Regular check run (Paper Checks)	2,026.10
Vendor	3/5/2021	109558 - 109566	Vendor check run (Paper Checks)	316,155.77
EFTPS	3/5/2021	N/A	Federal Tax Electronic Transfer	111,127.99
			TOTAL:	730,263.42

Prepared and Reviewed by: Brenda Landolt Date 03/04/2021
 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.

Kim Dunscombe Date 03/05/2021
 Kim Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME:

AGENDA ITEM: City Council Meeting Minutes,

SUMMARY: Council will consider approval of the attached meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[City Council Study Session Minutes, February 16 2021.docx](#)

[City Council Regular Business Meeting Minutes, February 23, 2021.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, FEBRUARY 16, 2021

Meeting Minutes

1) [CALL TO ORDER / ROLL CALL](#)

Deputy Mayor Hytopoulos called the meeting to order at 6:00 p.m. on the Zoom webinar platform.

Mayor Nassar, Deputy Mayor Hytopoulos, and Councilmembers Carr, Deets, Fantroy-Johnson, were present. Councilmember Pollock was absent and excused.

2) EXECUTIVE SESSION

2.A [Pursuant 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 Hytopoulos adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(g) and RCW 42.30.110(1)(i) at 6:01 p.m. At 6:33 p.m., Council extended the executive session for 10 minutes.

Council returned from executive session at 6:43 p.m., and Deputy Mayor Hytopoulos reconvened the meeting.

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

Mayor Nassar moved and Councilmember Deets seconded to approve the agenda as presented. The motion carried unanimously, 6-0.

There were no conflicts of interest disclosed.

4) FUTURE COUNCIL AGENDAS

4.A Future Council Agendas

[Cover Page](#)

[February 23 City Council Regular Business Meeting.pdf](#)

[March 2 City Council Study Session.pdf](#)

[March 9 City Council Regular Business Meeting.pdf](#)

[March 16 City Council Study Session.pdf](#)

[2021 List of Proposed Future Council Topics for 02162021.docx](#)

Interim City Manager Schroer reviewed upcoming agendas.

Councilmember Deets asked to discuss a complaint against a Councilmember in executive session on February 23, 2021.

Councilmember Schneider requested ninety minutes for the Sustainable Transportation item. There was consensus to hold a multi-jurisdictional meeting on Sustainable Transportation with representatives from the Bainbridge Island School District, Bainbridge Island Metropolitan Park and Recreation District, the Bainbridge Island Land Trust, and the Bainbridge Island Parks Foundation on March 16, 2021.

Mayor Nassar asked to add a discussion on procedures for processing complaints against Councilmembers and committee members to a future agenda, and Council concurred.

5) PRESENTATIONS

5.A Public Art Committee Update and Budget Request - Public Art Committee

[Cover Page](#)

[2021 PAC Presentation.pptx](#)

Steve Rabago and Anne Smart from the Public Art Committee provided a presentation.

MOTION: I move to authorize the City Manager to make expenditures from the Public Art Subfund for:

- 1) Professional services related to Something New III
- 2) Project expenses for Something New IV
- 3) Open Call for Art
- 4) Subscription for Otocast digital wayfinding application.

Nassar/Fantroy-Johnson: The motion carried unanimously, 6 – 0.

AYES: Rasham Nassar, Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Christy Carr, Brenda Fantroy-Johnson

NOES: None

ABSENT: Michael Pollock

ABSTAIN: None

MOTION: I move to direct the City Manager to prepare and execute professional services agreements with Arts and Humanities Bainbridge related to digital marketing services and the Otocast application.

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

AYES: Rasham Nassar, Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Christy Carr, Brenda Fantroy-Johnson
NOES: None
ABSENT: Michael Pollock
ABSTAIN: None

5.B Proposed Expansion to Bainbridge Performing Arts Facility - Bainbridge Performing Arts
[Cover Page](#)
2021-02-16 Council Meeting BPA
[Background: BPA-ground lease](#)

Wendy Pautz and Mark Tumiski provided a presentation on the project. Dominique Cantwell and Dean Clark also joined the meeting to provide information on the project.

6) NEW BUSINESS

6.A Puget Sound Energy (PSE) Franchise Agreement Process - Public Works
[Cover Page](#)

[PSE Franchise Memo Update 021621.docx](#)

Public Works Director Wierzbicki provided information on the Puget Sound Energy franchise agreement process.

6.B Input on Scope of Work for Climate Mitigation/Adaptation Officer Position
[Cover Page](#)
[Climate Officer Position Job Description Draft](#)

Interim City Manager Schroer introduced the agenda item and addressed Council's questions on the position.

7) CITY COUNCIL DISCUSSION

7.A Status and Next Steps for Council/Planning Commission Joint Land Use Subcommittee - Council
[Cover Page](#)

Councilmember Carr introduced the agenda item.

MOTION: I move to create a joint land use subcommittee to replace the existing Joint Land Use Subcommittee comprised of two members each from the City Council, Planning Commission, and Design Review Board. The committee will include the following two councilmembers: Councilmember Carr and Deputy Mayor Hytopoulos. The Planning Commission and Design Review Board will appoint their own members to the committee. The subcommittee will identify inconsistencies and need for clarification in Titles 16, 17, 18 – internally and between code and Design for Bainbridge. The subcommittee will provide a set of recommendations to the Council for its consideration and approval on a quarterly basis.

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

AYES: Rasham Nassar, Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Christy Carr, Brenda Fantroy-Johnson

NOES: None

ABSENT: Michael Pollock

ABSTAIN: None

MOTION: I move to create a Council affordable housing ad hoc committee. The committee will be comprised of the following three councilmembers: Deputy Mayor Hytopoulos, Councilmember Carr and Councilmember Schneider. The purpose of the ad hoc committee is to recommend to the full Council next steps to initiate a Housing Action Plan or other approach for affordable housing initiatives, including a recommendation for the most appropriate working group to move this work forward.

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

AYES: Rasham Nassar, Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Christy Carr, Brenda Fantroy-Johnson

NOES: None

ABSENT: Michael Pollock

ABSTAIN: None

8) FOR THE GOOD OF THE ORDER

Mayor Nassar mentioned a request to reappoint Beth Crittenden to the community advisory board for Bremerton Kitsap Access Television. There was consensus to place this item on a Consent Agenda.

Councilmember Deets mentioned a conversation with Town & Country Markets regarding hazard pay for grocery employees.

Councilmember Carr raised an inquiry from the Planning Commission relating to Planning Commission liaisons to the Race Equity Advisory Committee and the Climate Change Advisory Committee.

Councilmember Schneider recommended asking for a quarterly report from Kitsap Public Facilities District's Bainbridge representative.

Councilmember Deets mentioned Kitsap Regional Coordinating Council's Executive Committee retreat on March 4, 2021.

Mayor Nassar proposed a community acknowledgment of the work of Olaf Ribeiro and Charles Schmid.

Interim City Manager Schroer mentioned scheduling a quarterly report from the Police Department in March.

9) **ADJOURNMENT**

Deputy Mayor Hytopoulos adjourned the meeting at 8:48 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, FEBRUARY 23, 2021

Meeting Minutes

1) [CALL TO ORDER/ROLL CALL](#)

Mayor Nassar called the meeting to order at 6:01 p.m. on the Zoom webinar platform.

Mayor Nassar, Deputy Mayor Hytopoulos, and Councilmembers Carr, Deets, Fantroy-Johnson, Pollock, and Schneider 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, and pursuant to RCW 42.30.110\(1\)\(f\), to receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge.](#)

[Cover Page](#)

Mayor Nassar adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) and RCW 42.30.110(1)(f) at 6:01 p.m.

At 6:32 pm., Council extended the executive session by 15 minutes. At 6:46 p.m., Council extended the executive session by 10 minutes. Council returned from executive session at 7:01 p.m., and Mayor Nassar reconvened the meeting.

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

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

4) [PUBLIC COMMENT](#)

4.A [Instructions for Providing Public Comment - City Clerk](#)

[Cover Page](#)

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

Sue Wilmot read a statement on behalf of Stacy Fischer in favor of hazard pay for grocery workers. She also spoke in favor of hazard pay and the race equity signs.

Erin Self spoke in favor of hazard pay for grocery workers.

Marcia Cutting spoke in favor of hazard pay for grocery workers.

Dick Haugan spoke about the purchase of the Harrison property.

Salvatore DeRosalia spoke in favor of hazard pay for grocery workers, and race equity issues.

Joshua Solorio read Cookie Atkins' statement in favor of hazard pay for grocery workers.

Ron Peltier spoke in favor of hazard pay for grocery workers.

5) CITY MANAGER'S REPORT

Interim City Manager Schroer provided an update on vaccine distribution, the Supreme Court's denial of a review of the Shoreline Master Program lawsuit, and replacement of Big Belly trash cans on Winslow Way.

6) CONSENT AGENDA

6.A Agenda Bill for Consent Agenda

[Cover Page](#)

6.B Accounts Payable and Payroll

[Cover Page](#)

[AP Report to Council of Cash Disbursements 02-24-21.pdf](#)

[Payroll.pdf](#)

Accounts payable: EFT 421 VOID; ACH 422 VOID; ACH 423=\$246.00; EFT 424=\$7,680.10; ACH 425=\$1,545.76; manual check numbers 355602-355607 VOID; manual check numbers 355608-355621=\$440,731.93; manual check numbers 355720-355721=\$22,787.96; regular run check numbers 355622-355719=\$348,473.18. Total disbursement=\$798,676.97.

Payroll: normal check run numbers 50235-50361=\$342,551.74; normal check run number 109548=\$3,769.79; vendor check run 109549-109555=\$134,229.49; Federal Tax Electronic Transfer=\$129,464.71. Total disbursement=\$610,015.73.

6.C City Council Study Session Minutes, February 2, 2021

[Cover Page](#)

[City Council Study Session Minutes, February 2, 2021.docx](#)

- 6.D **City Council Regular Business Meeting Minutes, February 9, 2021**
[Cover Page](#)
[City Council Business Meeting Minutes February 9, 2021.docx](#)
- 6.E **Special City Council Meeting Minutes, February 10, 2021**
[Cover Page](#)
[Special City Council Meeting Minutes, February 10, 2021.docx](#)
- 6.F **Special City Council Meeting Minutes, February 11, 2021**
[Cover Page](#)
[Special City Council Meeting Minutes February 11, 2021.docx](#)
- 6.G **Police Vehicle Procurement - Public Works**
[Cover Page](#)
[2021 Police Ford Interceptor Quote.pdf](#)
[2021 Police Ford Interceptor Upfit Quote.pdf](#)
- 6.H **Ordinance No. 2021-01 Amending Chapter 20.04 BIMC Relating to City Fire Code - Public Works**
[Cover Page](#)
[Fire Code 2021 Slides_020921.pptx](#)
[UAC Fire Code Memo 050918.pdf](#)
[Ordinance No 2021-01 Updating City Fire Code.docx](#)
- 6.I **Ordinance No. 2021-02 Amending Chapter 13.10 BIMC Relating to Regulation of Fire Hydrants & Water Mains - Public Works**
[Cover Page](#)
[Ordinance No. 2021-02](#)
- 6.J **Ordinance No. 2021-08, Amending the 2021 Budget to Carry Forward Funding for Work Funded in 2020 but to be Performed in 2021 - Finance**
[Cover Page](#)
[2020 Budget Carry over into 2021 Transmittal Memo Final.docx](#)
[Ordinance No. 2021-08 Amending the 2021 Budget to Carry Forward 2020 Items - Final.docx](#)
[Attachment A to Ord 2021-08 - Carryover Request Final.pdf](#)
- 6.K **Reappointment of Bainbridge Island Representative to Bremerton Kitsap Access Television's Public Access Citizens Advisory Committee - Mayor Nassar**
[Cover Page](#)
[2021 Public Access Citizen Bainbridge Island.pdf](#)

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

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

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

[Cover Page](#)

[March 2 City Council Study Session.pdf](#)

[March 9 City Council Regular Business Meeting.pdf](#)

[March 16 City Council Study Session.pdf](#)

[March 23 City Council Regular Business Meeting.pdf](#)

[April 6 City Council Study Session.pdf](#)

[2021 List of Proposed Future Council Topics for 02232021.docx](#)

Interim City Manager Schroer highlighted future Council agenda items.

Council agreed that the start time for the March 16, 2021 Sustainable Transportation workshop will be 5:00 p.m. Councilmember Schneider will invite Park Commissioners, Bainbridge Island School District board members, Land Trust board members, and Parks Foundation board members. Council also agreed that the speaker fee will come out of Council contingency.

Councilmember Fantroy-Johnson asked to add a preliminary process for the Race Equity Advisory Committee to consult with the Ethics Board on Article I complaints that raise race and equity issues to a future business meeting.

MOTION: I make a motion that we add to a future business meeting an agenda item to consider formally authorizing REAC [Race Equity Advisory Committee] to begin preliminary work to deliver a proposed process to bring back to Council at a later date, consistent with the motion that the REAC passed, which was, they asked the City Council to work with the REAC to develop a process allowing the REAC to be consulted on core value ethics complaints that raise race and equality issues.

Fantroy-Johnson/Pollock: The motion failed 3-4.

AYES: Rasham Nassar, Michael Pollock, Brenda Fantroy-Johnson

NOES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos, Christy Carr

ABSENT: None

ABSTAIN: None

The item will be scheduled under Future Council Agendas.

Mayor Nassar asked to add a discussion of the selection process for City advisory committees, and Council concurred. The item will be added to an April study session.

8) PRESENTATIONS

8.A Recommendation from Climate Change Advisory Committee and Utility Advisory Committee on Puget Sound Energy Franchise Agreement Process, CCAC and UAC

[Cover Page](#)

[CCAC and UAC Recommendations on PSE Franchise Agreement February 18th 2021.pdf](#)

[Clty Council February 23rd CCAC and UAC PSE Franchise Agreement Presentation.pptx](#)

Mike Cox from the Climate Change Advisory Committee provided a presentation on the committee's Puget Sound Energy franchise recommendations.

MOTION: I move that the City Council endorse the recommendations provided by the UAC/CCAC subcommittee with regards to the PSE franchise negotiations.

Hytopoulos/Deets: The motion carried unanimously, 7-0.

9) PUBLIC HEARING(S)

9.A Conduct Public Hearing on Ordinance No. 2021-09, Bonus FAR Interim Control, 6 Month Extension - Planning

[Cover Page](#)

[Ordinance No. 2021-09 Extending Interim Zoning Control Related to Bonus Density \(Public Hearing\)](#)

[Memo City Council re Draft Ordinance Bonus FAR](#)

[BACKGROUND 20201008 PC Cover Letter to CC on Bonus FAR](#)

[BACKGROUND 20200924 PC Staff Memo from Jennifer Sutton](#)

[Ordinance No. 2020-20 Extending Interim Zoning Control Related to Bonus Density](#)

[Approved 082520.pdf](#)

[Background 20201117 City Council Mtg Minutes](#)

[DRAFT Ordinance No. 2021-10 formerly 2020-16.docx](#)

[Exhibit A Ord. 2021-10.docx](#)

Senior Planner Sutton introduced the agenda item.

Mayor Nassar opened the public hearing at 8:24 p.m. There was no public comment. Mayor Nassar closed the public hearing at 8:24 p.m.

MOTION: I move to approve Ordinance No. 2021-09 to thereby extend the interim control related to bonus floor area ratio to September 10, 2021.

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

10) UNFINISHED BUSINESS

10.A Economic Recovery Grants - Finance

[Cover Page](#)

[Slides for CC 022321.pptx](#)

[Resolution_No._2021-05_Establishing_Small_Business_Relief_Grant_Program_-_Final \(4\).docx](#)

[KEDA_-_City_of_Bainbridge_Economic_Recovery_Grant_Program_Contract_-_Draft_Final.docx](#)

[Web_and_Applicant_Text_for_Bainbridge_Grant_Program_-_Final \(2\).docx](#)

[Bainbridge Island Small Business Grant Application_Final.pdf](#)

Finance Director Pitts introduced the agenda item.

MOTION: I move to approve Resolution No. 2021-05 to establish a Bainbridge Island Small Business Relief Program in the amount of \$205,000 and to authorize an associated budget amendment in the same amount.

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

MOTION: I move to approve an agreement in substantially the form as included with this agenda item between the City and the Kitsap Economic Development Alliance in the amount of \$5,000 to administer the program, and to authorize an associated budget amendment in the same amount.

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

MOTION: I move to approve an additional \$5,000 budget adjustment for outdoor venue purchases.

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

MOTION: I move that we remove the bullet point under requirements, the final bullet point, under requirements, that states, "Priority to businesses who have not received previous grants from other programs."

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

10.B [Appointment to the Race Equity Advisory Committee - Mayor Nassar](#)

[Cover Page](#)

[Martinez - Race Equity Advisory Committee - formerly Task Force \(Redacted\).pdf](#)

Mayor Nassar introduced the agenda item.

MOTION: I move to confirm the Mayor's appointment of Deanna Martinez to serve on the Race Equity Advisory Committee to Position 1 to fill the term which ends in June 2023.

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

11) NEW BUSINESS

11.A [Race Equity Welcoming Sign Approval and Budget Amendment - Public Works](#)

[Cover Page](#)

[City Council_2021-02-23.pdf](#)

Project Manager Epstein provided a presentation on the race equity welcoming signs.

AMENDED MOTION: I move to forward for approval with the March 9, 2021 consent agenda the implementation of the Race Equity Welcoming Sign project in substantial conformance with the February 23, 2021 staff presentation to the City Council, and an associated authorization for the City Manager to prepare a related budget amendment in the amount of \$6,700 from the race equity fund.

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

11.B Approval of Housing Proposal and Grant Application at Morales Property - Friends of the Farms

[Cover Page](#)

[FotF-ReHome Project Memo 2-17-21.pdf](#)

[ReHOME Flyer](#)

[ReHOME Site Plan](#)

[First Federal Grant Guidelines-and-FAQs-for-Website](#)

Interim City Manager Schroer introduced the agenda item. Heather Burger from Friends of the Farms updated Council on the project.

MOTION: I move to authorize Friends of the Farms to develop intern housing on the City-owned Morales Property and direct the City Manager to sign the applications, as needed, during the process.

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

MOTION: I move to authorize Friends of the Farms to apply for First Federal grant funding related to the reHOME project.

Deets/Carr: The motion carried unanimously, 7-0.

12) CITY COUNCIL DISCUSSION

12.A Hazard Pay for Grocery Workers - Councilmember Fantroy-Johnson

[Cover Page](#)

Councilmember Fantroy-Johnson introduced the agenda item.

MOTION: I move to refer this issue to a Council ad hoc committee consisting of myself and Joe Deets to research and explore the possibility of an ordinance for hazard pay for grocery store workers.

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

MOTION: I move that the Council ask the City Attorney to do a preliminary analysis on the legality and legal risk of the City passing a hazard pay resolution and to bring back to Council a draft ordinance.

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

13) COMMITTEE REPORTS

Councilmember Deets reported on the Green Building Task Force meeting.

Councilmember Fantroy-Johnson provided an update on Kitsap Housing Board.

14) FOR THE GOOD OF THE ORDER

Councilmember Deets mentioned the Kitsap Regional Coordinating Council (KRCC) Executive Board retreat on equity on March 4, 2021 from 1:00 to 4:00 p.m. Council is invited, as well as a community member. Councilmember Deets will extend an invitation to a Planning Commissioner.

Councilmember Schneider mentioned that the KRCC Transportation Policy Board needs to be informed that she is now the representative. Councilmember Pollock will contact the board.

15) **ADJOURNMENT**

Mayor Nassar adjourned the meeting at 9:33 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Radar Feedback Sign Procurement and Budget Amendment - Public Works,

SUMMARY: Public Works proposes to purchase eleven (11) solar powered radar speed signs to reduce vehicle speeds in locations where speeding has been identified as a concern, and there is a high presence of pedestrians and bicyclists.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$70,000.00
Ongoing Cost:	
One-Time Cost:	\$70,000.00
Included in Current Budget?	No

BACKGROUND: Based on feedback from a discussion with the City Council in 2019 regarding moving forward with the planned neighborhood traffic calming program, Public Works proposes to purchase 11 solar powered radar speed signs to reduce vehicle speeds in locations where speeding has been identified as a concern and there is a high presence of pedestrians and bicyclists. The signs will be placed at the following locations: Point White Drive NE, Manitou Beach Drive NE, NE Valley Road, Sportsman Club Road, Fletcher Bay Road to Lynwood Center Road to High School Road, and Fletcher Bay/Miller Road to High School Road to Bainbridge Gardens. See attached location map. Public Works operations and maintenance staff will install the signs.

The Public Works Department utilizes the State of Washington State Department of Enterprise Services (DES) for procurement whenever possible; thereby making use of volume price discounts.

Public Works proposes to purchase eleven (11) solar-powered radar speed signs from a DES vendor, Western Systems Inc., in the total amount of \$65,107.84 including sales tax. See attached quotes.

A budget amendment will be needed for this purchase. Upon City Council approval, a budget amendment in the amount of \$70,000.00 (equipment purchase plus contingency funds to cover any issues discovered during installation) from the Transportation Benefit Fund will be needed; thereby increasing the spending authority for this project. This budget amendment will also be included in the 1st quarter budget adjustment reporting for 2021.

ATTACHMENTS:

[Western Systems Sales Quote.pdf](#)

[Radar Sign Locations .jpg](#)

FISCAL DETAILS: A budget amendment of \$70,000.00 from the Transportation Benefit Fund will be needed.

Fund Name(s): Other

Coding:



Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
 Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
02/17/21	Q-04660	

Project	Agency:
CITY OF BAINBRIDGE ISLAND CARMANAH RADAR FEEDBACK	City of Bainbridge Island

Prepared For:	To place an order:
Contact: Peter Corelis Company: City of Bainbridge Island Email: pcorelis@bainbridgewa.gov Address: City/State: WA	Contact: Kai Antrim Phone: +1 4255309017 Fax: (425) 438-1585 Email: kantrim@westernsystems-inc.com <i>*This order is subject to the terms & conditions</i>

Qty	Part #	Description
1.00	7740000020	SPEEDCHECK-15, YELLOW 88 + RED SLOW DOWN (RED IS NON-MUTCD), WHITE POWDER COAT, INCLUDES SCHEDULER & DATALOGGER
1.00	7740000312	SPEEDCHECK-15 SIGN, 30X42 "YOUR SPEED *WHITE (HIP)
1.00	7740000531	SPEEDCHECK-15 MOUNT, FLAT SURFACE, FOR SQUARE POLE OR WOOD POST (UNFINISHED) 2020
1.00	7740000720	OUTPUT HARNESS FOR CONTROL OF 2X 12VDC EXTERNALL DEVICES, 4C, INCL. WIRING TO JBOX
1.00	7740000820	SPEEDCHECK SOLAR CABINET, NON-EMS CHARGE CONTROLLER,
1.00	8530010299	BATTERY 55AH
1.00	8530010292	80 WATT SOLAR PANEL
1.00	8530010296	TOP OF POST MOUNT FOR 50, 80, & 170 WATT SOLAR PANELS
1.00	8530010293	170 WATT SOLAR PANEL
1.00	7740000700	SPEEDCHECK PROGRAM SOFTWARE + TRAFFIC ANALYZER SOFTWARE + BLUETOOTH USB DONGLE

Terms:	Net 30
Freight Terms:	FOB DstFrt PP&ADD
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	\$5,803.75
Shipping	\$0.00
Tax 9.00%	\$522.34
Grand Total	\$6,326.09

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change. The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems.

TERMS AND CONDITIONS

Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Material lead time date is based after the release of the order. During the Covid-19 outbreak, Western Systems lead time dates will be estimates based on our best information available.

Clarification on Shipping During Covid-19; FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, en-route cancellations or product factory returns which incur additional shipping costs shall be billed to the customer will be passed onto the purchaser.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms are based on approval of credit.

Western Systems imposes a surcharge of 2% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt.

Unpaid balances will be subject to Non-Payment Penalties.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not provide nor imply any on-site support services unless mentioned specifically herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Standard one-year warranty on material goods manufactured or supplied by Western Systems from the date of manufacturers factory shipment, unless superseded by an additional manufacturer's warranty, provided such goods are maintained and operated in accordance with manufacturers standard method of operation. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days.

Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for materials, including items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, civil disturbance or carrier delays. Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether seller (a) has been informed of the possibility of such damages or (b) is negligent.



Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
 Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
02/17/21	Q-04659	

Project	Agency:
CITY OF BAINBRIDGE ISLAND CARMANAH RADAR FEEDBACK	City of Bainbridge Island

Prepared For:	To place an order:
Contact: Peter Corelis Company: City of Bainbridge Island Email: pcorelis@bainbridgewa.gov Address: City/State: WA	Contact: Kai Antrim Phone: +1 4255309017 Fax: (425) 438-1585 Email: kantrim@westernsystems-inc.com <i>*This order is subject to the terms & conditions</i>

Qty	Part #	Description
2.00	7740000020	SPEEDCHECK-15, YELLOW 88 + RED SLOW DOWN (RED IS NON-MUTCD), WHITE POWDER COAT, INCLUDES SCHEDULER & DATALOGGER
2.00	7740000311	SPEEDCHECK-15 SIGN, 30X42 "YOUR SPEED *FYG (DIAMOND GRADE)
2.00	7740000531	SPEEDCHECK-15 MOUNT, FLAT SURFACE, FOR SQUARE POLE OR WOOD POST (UNFINISHED) 2020
2.00	7740000720	OUTPUT HARNESS FOR CONTROL OF 2X 12VDC EXTERNALL DEVICES, 4C, INCL. WIRING TO JBOX
2.00	7740000820	SPEEDCHECK SOLAR CABINET, NON-EMS CHARGE CONTROLLER,
2.00	8530010299	BATTERY 55AH
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2.00	8530010293	170 WATT SOLAR PANEL
2.00	7740000700	SPEEDCHECK PROGRAM SOFTWARE + TRAFFIC ANALYZER SOFTWARE + BLUETOOTH USB DONGLE

Terms:	Net 30
Freight Terms:	FOB DstFrt PP&ADD
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	\$11,168.12
Shipping	\$0.00
Tax 9.00%	\$1,005.13
Grand Total	\$12,173.25

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change. The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems.

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Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt.

Unpaid balances will be subject to Non-Payment Penalties.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not provide nor imply any on-site support services unless mentioned specifically herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

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Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
 Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
02/17/21	Q-04661	

Project	Agency:
CITY OF BAINBRIDGE ISLAND CARMANAH RADAR FEEDBACK	City of Bainbridge Island

Prepared For:	To place an order:
Contact: Peter Corelis Company: City of Bainbridge Island Email: pcorelis@bainbridgewa.gov Address: City/State: WA	Contact: Kai Antrim Phone: +1 4255309017 Fax: (425) 438-1585 Email: kantrim@westernsystems-inc.com <i>*This order is subject to the terms & conditions</i>

Qty	Part #	Description
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4.00	7740000531	SPEEDCHECK-15 MOUNT, FLAT SURFACE, FOR SQUARE POLE OR WOOD POST (UNFINISHED) 2020
4.00	7740000720	OUTPUT HARNESS FOR CONTROL OF 2X 12VDC EXTERNALL DEVICES, 4C, INCL. WIRING TO JBOX
4.00	7740000820	SPEEDCHECK SOLAR CABINET, NON-EMS CHARGE CONTROLLER,
4.00	8530010299	BATTERY 55AH
4.00	8530010291	50 WATT SOLAR PANEL
4.00	8530010296	TOP OF POST MOUNT FOR 50, 80, & 170 WATT SOLAR PANELS
4.00	7740000700	SPEEDCHECK PROGRAM SOFTWARE + TRAFFIC ANALYZER SOFTWARE + BLUETOOTH USB DONGLE

Terms:	Net 30
Freight Terms:	FOB DstFrt PP&ADD
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	\$20,887.52
Shipping	\$0.00
Tax 9.00%	\$1,879.88
Grand Total	\$22,767.40

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change. The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems.

TERMS AND CONDITIONS

Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Material lead time date is based after the release of the order. During the Covid-19 outbreak, Western Systems lead time dates will be estimates based on our best information available.

Clarification on Shipping During Covid-19; FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, en-route cancellations or product factory returns which incur additional shipping costs shall be billed to the customer will be passed onto the purchaser.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms are based on approval of credit.

Western Systems imposes a surcharge of 2% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt.

Unpaid balances will be subject to Non-Payment Penalties.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not provide nor imply any on-site support services unless mentioned specifically herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Standard one-year warranty on material goods manufactured or supplied by Western Systems from the date of manufacturers factory shipment, unless superseded by an additional manufacturer's warranty, provided such goods are maintained and operated in accordance with manufacturers standard method of operation. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days.

Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for materials, including items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, civil disturbance or carrier delays. Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether seller (a) has been informed of the possibility of such damages or (b) is negligent.



Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
 Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
02/17/21	Q-03980	

Project	Agency:
CITY OF BAINBRIDGE ISLAND CARMANAH RADAR FEEDBACK	City of Bainbridge Island

Prepared For:	To place an order:
Contact: Peter Corelis Company: City of Bainbridge Island Email: pcorelis@bainbridgewa.gov Address: City/State: WA	Contact: Kai Antrim Phone: +1 4255309017 Fax: (425) 438-1585 Email: kantrim@westernsystems-inc.com <i>*This order is subject to the terms & conditions</i>

Qty	Part #	Description
4.00	7740000020	SPEEDCHECK-15, YELLOW 88 + RED SLOW DOWN (RED IS NON-MUTCD), WHITE POWDER COAT, INCLUDES SCHEDULER & DATALOGGER
4.00	7740000312	SPEEDCHECK-15 SIGN, 30X42 "YOUR SPEED *WHITE (HIP)
4.00	7740000531	SPEEDCHECK-15 MOUNT, FLAT SURFACE, FOR SQUARE POLE OR WOOD POST (UNFINISHED) 2020
4.00	7740000720	OUTPUT HARNESS FOR CONTROL OF 2X 12VDC EXTERNALL DEVICES, 4C, INCL. WIRING TO JBOX
4.00	7740000820	SPEEDCHECK SOLAR CABINET, NON-EMS CHARGE CONTROLLER,
4.00	8530010299	BATTERY 55AH
4.00	8530010296	TOP OF POST MOUNT FOR 50, 80, & 170 WATT SOLAR PANELS
4.00	8530010293	170 WATT SOLAR PANEL
4.00	7740000700	SPEEDCHECK PROGRAM SOFTWARE + TRAFFIC ANALYZER SOFTWARE + BLUETOOTH USB DONGLE

Terms:	Net 30
Freight Terms:	FOB DstFrt PP&ADD
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	\$21,790.00
Shipping	\$0.00
Tax 9.00%	\$1,961.10
Grand Total	\$23,751.10

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change. The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems.

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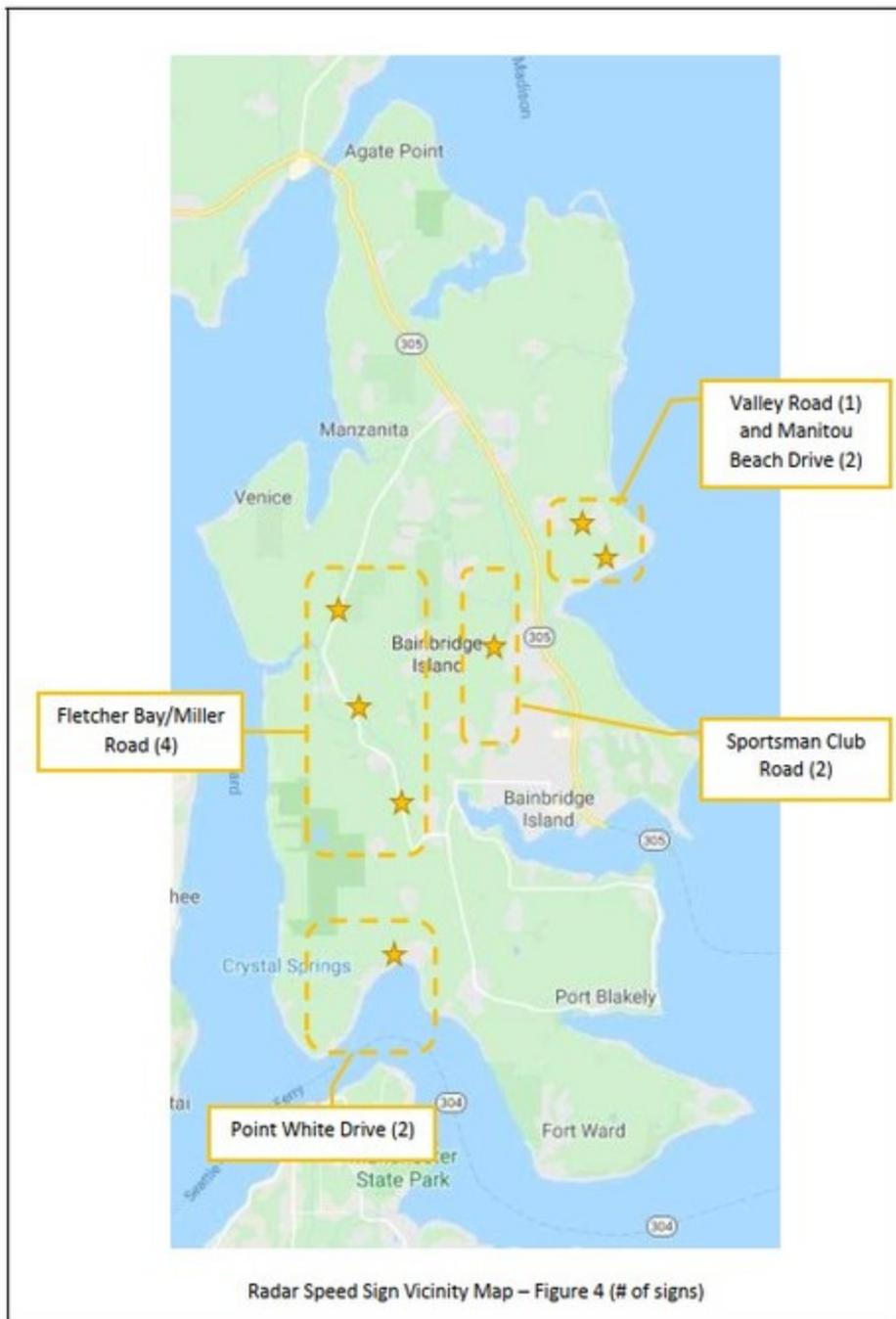
Warranty: Standard one-year warranty on material goods manufactured or supplied by Western Systems from the date of manufacturers factory shipment, unless superseded by an additional manufacturer's warranty, provided such goods are maintained and operated in accordance with manufacturers standard method of operation. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days.

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Radar Speed Sign Vicinity Map – Figure 4 (# of signs)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME:

AGENDA ITEM: New Brooklyn Sewer Basin Study Professional Services Agreement Amendment No. 1 - Public Works,

SUMMARY: Amendment No. 1 to the Professional Services Agreement with BHC is needed for additional evaluation work.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$5,202.28
Ongoing Cost:	
One-Time Cost:	\$5,202.28
Included in Current Budget?	Yes

BACKGROUND: The New Brooklyn Sewer Basin Study consisted of evaluating and modeling the New Brooklyn Sewer Basin.

Amendment No. 1 to the Professional Services Agreement is needed for BHC Inc. to complete a fourth project alternative that was developed with input from staff to reduce the future project cost and better integrate with the existing sewer facilities.

The original contract amount was approved on 5/14/2020 in the amount of \$49,500. Amendment No. 1 in the amount of \$5,202.28 would revise the contract amount to \$54,702.28.

Under Section 9.0 of the City's Procurement Policy, City Council approval is required before the City Manager may execute an amendment to a professional services agreement that provides for a cost increase exceeding 10% of the original contract cost, or \$50,000, whichever is greater, and is within the approved budget.

A budget amendment is not needed for this project. Funding will come from the annual sewer program funds, which were approved in the 2021-22 biennial budget at \$50,000.

ATTACHMENTS:

[Original Agreement.pdf](#)

[Amendment No 1 to PSA - BHC - rev JL 030321.docx](#)

FISCAL DETAILS: \$5,202.28 will be transferred to the project from the annual sewer program funds.

Fund Name(s): Sewer Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and BHC Consultants, LLC, a Washington State corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with evaluating and modeling, the New Brooklyn Sewer Basin ; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until **December 31, 2020**, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of Forty-Nine Thousand Five Hundred dollars (\$49,500);

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

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

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City’s computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City’s representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**:

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: BHC Consultants, LLC
 1601 Fifth Avenue, Ste 500
 Seattle, WA 98101
 Attention: Peter Cunningham

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

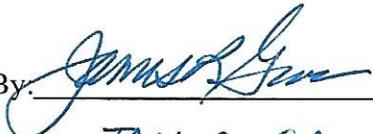
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

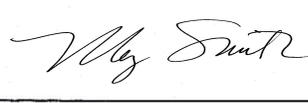
BHC CONSULTANTS, LLC

CITY OF BAINBRIDGE ISLAND

Date: 3/19/2020

Date: May 14, 2020

By: 

By: 

Name JAMES GROSS

Morgan Smith, City Manager

Title EXECUTIVE VICE PRESIDENT.

Tax I.D. # 26-1363237

City Bus. Lic. # 602774584-001-0001

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

**ATTACHMENT B
SCOPE OF SERVICES**

See Attached

ATTACHMENT B

SCOPE OF WORK City of Bainbridge Island New Brooklyn Sewer Basin Study

Statement of Understanding

The City of Bainbridge Island (City) has some known capacity issues in various pump stations in the New Brooklyn Sewer Basin and has requested BHC Consultants (Consultant) to model and evaluate the basin and provide a recommended alternative to improve sewer service in the area.

This project will consist of three primary parts:

- Develop a dynamic model of the basin using InfoSWMM, pump runtime data, GIS data, and as-builts from the City.
- Evaluate alternatives for addressing the capacity issues.
- Provide recommendations for addressing capacity issues in the New Brooklyn Sewer Basin, including but not limited to: suggested projects, scopes, critical time lines, and sizes.

Scope of Work

The Scope of Work tasks are separated into four components where applicable:

1. Work Tasks: tasks that will be completed by the Consultant.
2. Receivables: elements that will be provided by the City.
3. Assumptions: assumptions used to develop each Work Task.
4. Deliverables: the finished product that will be delivered to the City via electronic and/or hard copy.

Task 1 – Project Management

Work Tasks:

- 1.1 Client and Team Coordination. Coordinate with City staff and provide regular status updates through meetings, telephone communication, and e-mail during the project. Proactively manage team resources needed to complete the project.
- 1.2 Monthly Invoices. Prepare monthly invoices and progress reports.

Receivables:

- Approved Contract.

Assumptions:

- Project duration is six (6) months.

Deliverables:

- Up to six (6) monthly invoices and progress reports.
- One project kickoff meeting is included.

Task 2 – Model Development

Work Tasks:

- 2.1 Data Collection. Prepare data request for model development and evaluation. Collect and review data provided by the City.
- 2.2 Build Model. Import GIS data into model. Add in elevations from as-built and/or design drawings. If elevation

- data is missing, BHC will request assistance from City to measure down inverts and survey manhole rims.
- 2.3 Develop Flows. Analyze flow data and determine existing loading conditions. Review available sewer and or/comprehensive plans to determine build-out flow conditions.
 - 2.4 Calibrate Model. Compare modeled flows with pump runtime data, and adjust loading as necessary to obtain a reasonable match for dry weather and wet weather conditions.

Receivables:

- 2-5 years of flow meter and/or pump runtime data.
- Current General Sewer Plan and Comprehensive Plan.
- Current sewer population.

Assumptions:

- The City will provide requested data and information within five (5) working days of request.
- BHC is not responsible for surveying existing system, gathering missing GIS data, or field verifying elevations.

Deliverables:

- Information and data request within five (5) days of notice to proceed.

Task 3 –Basin Alternatives Analysis

Work Tasks:

- 3.1 Analyze Alternatives. Prepare model scenarios for three separate alternatives. Iterate as necessary to size new facilities and resolve capacity issues.
- 3.2 Develop Costs. Develop opinions of probable project costs for the three scenarios.
- 3.3 Prepare Report. Prepare a Draft and Final Basin Study summarizing results of the evaluation. Include a summary of the pros and cons of each alternative. Include a Recommended Alternative.

Receivables:

- One (1) consolidated set of City review comments on the Draft Basin Evaluation Report.

Assumptions:

- The City will provide requested data and information within five (5) working days of request.
- Per basin populations will be provided by the City, or will be estimated based on number of parcels and typical people/parcel, and corroborated by typical per capita flow rates and measured dry weather flow.
- One meeting with project manager and staff engineer is included.

Deliverables:

- Draft Sewer Basin Study report (PDF).
- Final Sewer Basin Study report (PDF and two hardcopies).

Exclusions

Due to the nature of work scoped herein, the following items are excluded from this Scope of Work:

- Flow monitoring.
- Detailed design and preparation of construction drawings and specifications.
- Environmental monitoring.
- Wastewater sampling and sampling support.
- Surveying.
- Field verification of elevations.
- Geotechnical investigations and inspections.
- Permitting support.

Estimated Fee

The estimated fee is \$47,000. A breakdown of the fee estimate is included as Exhibit B.

Schedule

Approximate project milestones are shown below.

Project Notice to Proceed	April 10, 2020
Draft Basin Evaluation Report	May 29, 2020
Final Basin Evaluation Report	June 26, 2020

**Exhibit B
Project Budget**

P.M.: Peter Cunningham

Project No.: _____

Date: 3/18/20

Project Name New Brooklyn Sewer Basin Study

Task No.	Task Description	Princ. Engr./QC <i>Gross</i>		Proj. Manager <i>Cunningham</i>		Staff Engineer <i>Palmerton</i>		GIS Specialist <i>Tolentino</i>		Project Admin <i>Coughlin</i>		Clerical/WP <i>Sifferman</i>		Subconsultant w/ 10% Markup	Total			
		\$230		\$198		\$102		\$129		\$115		\$115			Cost	Hours	Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost					
1	Project Management																	
1.1	Client and Team Coordination		\$0	16.0	\$3,168		\$0		\$0		\$0		\$0			16	\$3,168	
1.2	Monthly Invoices		\$0	3.0	\$594		\$0		\$0	3.0	\$345	6.0	\$690			12	\$1,629	
														Subtotal		\$0	28	\$4,797
2	Model Development																	
2.1	Data Collection		\$0	4.0	\$792	4.0	\$408	2.0	\$258		\$0		\$0			10	\$1,458	
2.2	Build Model		\$0	16.0	\$3,168	40.0	\$4,080	4.0	\$516		\$0		\$0			60	\$7,764	
2.3	Develop Flows		\$0	8.0	\$1,584	40.0	\$4,080		\$0		\$0		\$0			48	\$5,664	
2.4	Calibrate Model	1.0	\$230	8.0	\$1,584	24.0	\$2,448		\$0		\$0		\$0			33	\$4,262	
														Subtotal		\$0	151	\$19,148
3	Basin Alternatives Analysis																	
3.1	Analyze Alternatives		\$0	24.0	\$4,752	48.0	\$4,896		\$0		\$0		\$0			72	\$9,648	
3.2	Develop Costs		\$0	8.0	\$1,584	24.0	\$2,448		\$0		\$0		\$0			32	\$4,032	
3.3	Prepare Report	2.0	\$460	24.0	\$4,752	40.0	\$4,080		\$0		\$0		\$0			66	\$9,292	
														Subtotal		\$0	170	\$22,972
														Subtotal		\$0	349	\$46,917
TOTAL DIRECT LABOR		3	\$690	111	\$21,978	220	\$22,440	6	\$774	3	\$345	6	\$690	\$0	349	\$46,917		
6	Reimbursable Expenses																	
		Mileage @	\$0.580	per mile														\$0
		Report/Specifications Reproductions														\$75		
		Subtotal														\$75		
		Markup @	10%														\$8	
TOTAL REIMBURSABLE EXPENSES																	\$83	
TOTAL BASE BUDGET																	\$47,000	

Management Reserve \$2500.00
Total \$49,500.00

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on May 14, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and BHC Consultants, a Consultant (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide modeling, evaluation, and recommendations for the New Brooklyn Sewer Basin; and

WHEREAS, the City desires to extend the term of the Agreement, amend the maximum amount payable under the Agreement, and add to the Scope of Services related to the Agreement.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A. is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2020~~ December 31, 2021, unless sooner terminated by either party as provided below.

2. Section 3.A. is hereby amended to read as follows:

A. The City shall pay the Consultant for such services: (check one)

Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of ~~Forty Nine thousand Five Hundred Fifty-Four Thousand Seven Hundred and Two dollars and Twenty Eight Cents (\$49,500~~ \$54,702.28);

Fixed Sum: a total amount of \$_____;

Other: \$_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

3. Attachment B, Scope of Services, is amended as described in the attached Exhibit A to this Amendment No. 1.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

CITY OF BAINBRIDGE ISLAND

BHC CONSULTANTS
1601 Fifth Avenue
Suite 500
Seattle, WA 98101
john.frech@bhccconsultants.com
Attention: John Frech

Date: _____

Date: _____

By: _____

By: _____

Name _____

Ellen Schroer, Interim City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____



1601 Fifth Avenue, Suite 500
Seattle, Washington 98101

p. 206.505.3400
f. 206.505.3406

Exhibit A

February 5, 2021

Emily Cady, EIT, ENV-SP
City of Bainbridge Island
280 Madison Ave. N
Bainbridge Island, WA 98110

Re: *Amendment 1 for the Bainbridge Island New Brooklyn Sewer Study*

Dear Emily,

In accordance with the Agreement for Professional Services attached, BHC submitted the New Brooklyn Sewer Basin Study and addressed the project Tasks:

1. Project Management
2. Model Development
 - 21 Collected and reviewed the data including pump run times, future land use zoning maps, GIS data, engineering record drawings, rainfall information and pump station information.
 - 22 Built the model: Created the pipe network and pump station inputs. Imported GIS data, record drawing information and pump station information and pump curves.
 - 23 Developed Flows: Analyzed flow data and pump run times to estimate existing flow conditions. Determined the buildout flow conditions by using the existing flow data identified from the pump run times, along with information from the General Sewer Plan and Ecology unit flow rates.
 - 24 Calibrated Model: Compared modeled flow for dry and wet weather to the associated pump run times and adjusted loading as necessary to obtain a reasonable match.
3. Basin Alternative Analysis: Prepared model scenarios for three separate alternatives that resolve the capacity issues.
 - 31 Analyzed Alternative: Prepared model scenarios for three working alternatives that resolved the capacity issues.
 - 32 Developed Costs: Developed opinion of probable costs for the three alternatives.
 - 33 Prepared Report

After reviewing the Draft Report, the City requested that a fourth alternative be added to the Report. This fourth alternative is in addition to the work identified in the original project scope. Adding this alternative requires revising the hydraulic model, running the model to predict alternative's hydraulic performance, preparing a separate Opinion of Probable Construction Cost, and documenting the new information in the

Report. The estimated time to add this alternative includes 20 hours for John Frech, 4 hours for Emma Van Orden, 2 hours for Carlito Tolentino to develop the figure, 1 hour for Sarah Sifferman for Word Processing, and 1 hour for Ron Dom for additional QC review. These additional hours are shown in the table below:

Name	Additional Hours	Rate	Extended Cost
John Frech	20	\$207.90	\$4,158.00
Emma Van Orden	4	\$110.25	\$441.00
Carlito Tolentino	2	\$129.15	\$258.30
Sarah Sifferman	1	\$114.98	\$114.98
Ron Dom	1	\$230.00	\$230.00
			\$5,202.28

The cost of these out-of-scope activities is approximately \$5,200. BHC requests that the City consider amending the contract for this amount.

Thank you for your consideration of this amendment and if you have any questions, please feel free to contact me.

Sincerely,
BHC Consultants



John Frech, PE
Project Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Race Equity Welcoming Sign Approval and Budget Amendment - Public Works,

SUMMARY: A member of the Race Equity Advisory Committee and City staff will present the Committee's final recommendations for the design and locations of the proposed welcoming signs.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$6,700.00
Ongoing Cost:	N/A
One-Time Cost:	\$6,700.00
Included in Current Budget?	No

BACKGROUND: In November 2019, the Race Equity Task Force ("RETF") approved a recommendation that the City Council approve "Welcome Signage" (Welcoming Signs) to be installed in the vicinity of Waypoint Park near the intersection of Olympic Drive/SR305 and Winslow Way. That recommendation was formalized via motion by the RETF and their proposal also included a draft design that the RETF developed.

On January 14, 2020, a memo from Chancery Civic provided recommendations for sign text that would be in alignment with Resolution No. 2017-09, the "Bainbridge Island Welcoming and Inclusive City Resolution." On August 25, 2020, the City Council approved having the project move forward to a more detailed stage of design and planning. City staff joined the RETF at their September 3, 2020 meeting to begin the next steps to develop a specific proposal for signage (wording, design, technical specifications, and location).

City staff met with the RETF at their meetings on October 1 and November 5, 2020 to confirm goals, review sign text, and discuss preferred options for sign graphics and locations. At their January 21, 2021 meeting, the (now) Race Equity Advisory Committee ("REAC") approved final graphics and locations for the signs. Staff is requesting Council approval of the recommended signs and locations, and the establishment of an associated budget of \$6,700 for the project.

ATTACHMENTS:

[City Council 2021-02-23.pdf](#)

FISCAL DETAILS: A budget amendment of \$6,700.00 is proposed to be funded from the City Council contingency fund.

Fund Name(s): General Fund

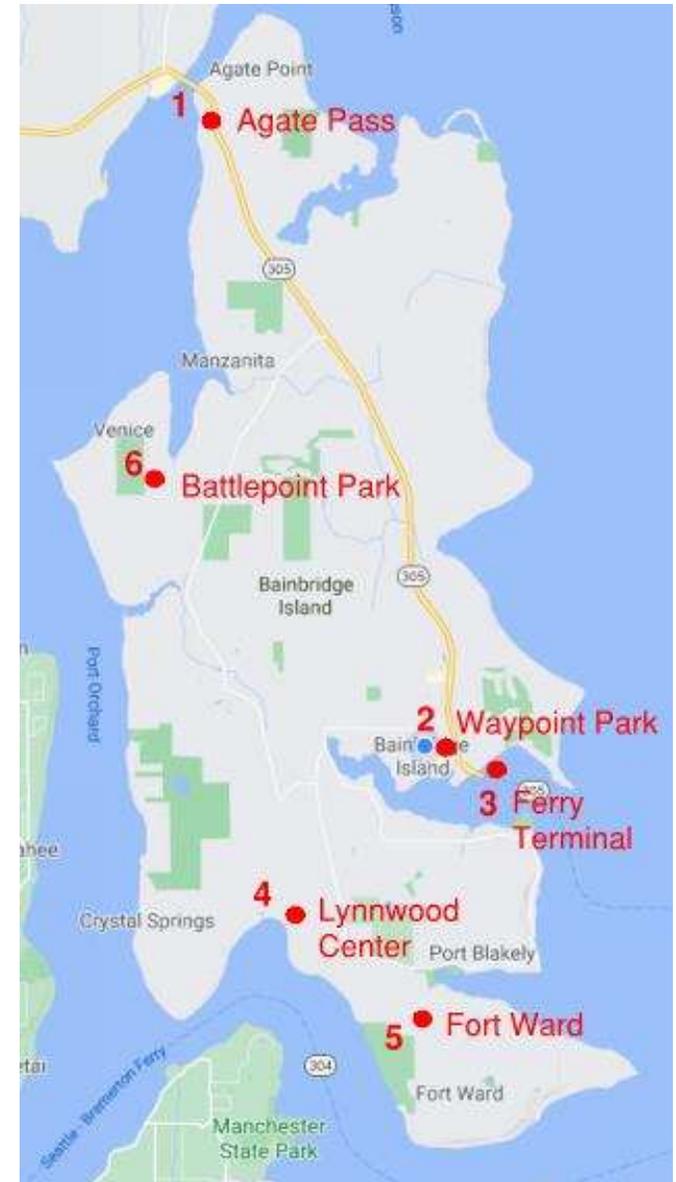
Coding:

Welcoming Signs

- Three Sign Graphics
- Six Locations
- Budget Request



Race Equity Advisory Committee



Welcoming Sign project

TASK #	DESCRIPTION	PERCENT COMPLETE	TARGET DATE	NOTES
1	Set goals and expectations with RETF	100%	10/1/2020 (RETF mtg)	Purpose; audience; goals; review existing words/graphics
2	Review wording and graphics with RETF	100%	11/5/2020 (RETF mtg)	Select preferred options
3	Review with REAC (formerly RETF)	100%	1/21/2021 (REAC mtg)	Final sign graphics and locations
4	Prepare cost estimate and present to Council for approval and budget authorization	95%	2/23/21 (Council mtg)	Public communication via Council meeting and City Manager's Report
5	Coordination with WSDOT and WSF	50%	Q1 2021	Ongoing
6	Sign manufacturing and installation	10%	Q2 2021	Schedule dependent on Council action
*RETF = Race Equity Task Force		REAC = Race Equity Advisory Committee		



Race Equity Advisory Committee

**Agate Pass (1)
Waypoint Park (2)**

30"x24"



DIVERSITY + EQUITY + INCLUSION

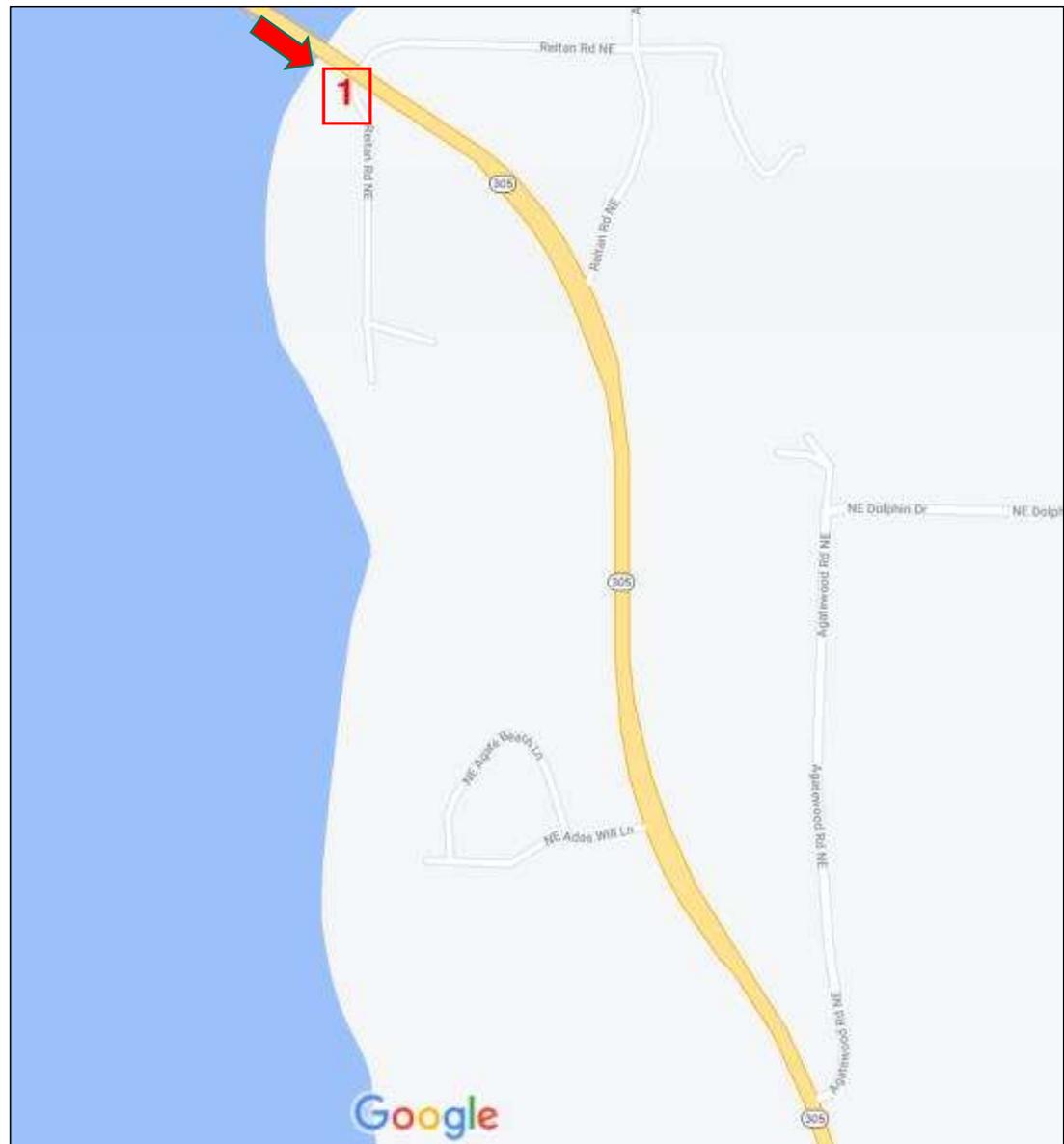
A CITY WELCOME TO ALL

RACE EQUITY ADVISORY COMMITTEE



Agate Pass Location

Agate Pass Location





Waypoint Park Location

Ferry Terminal (3)

24"x24"





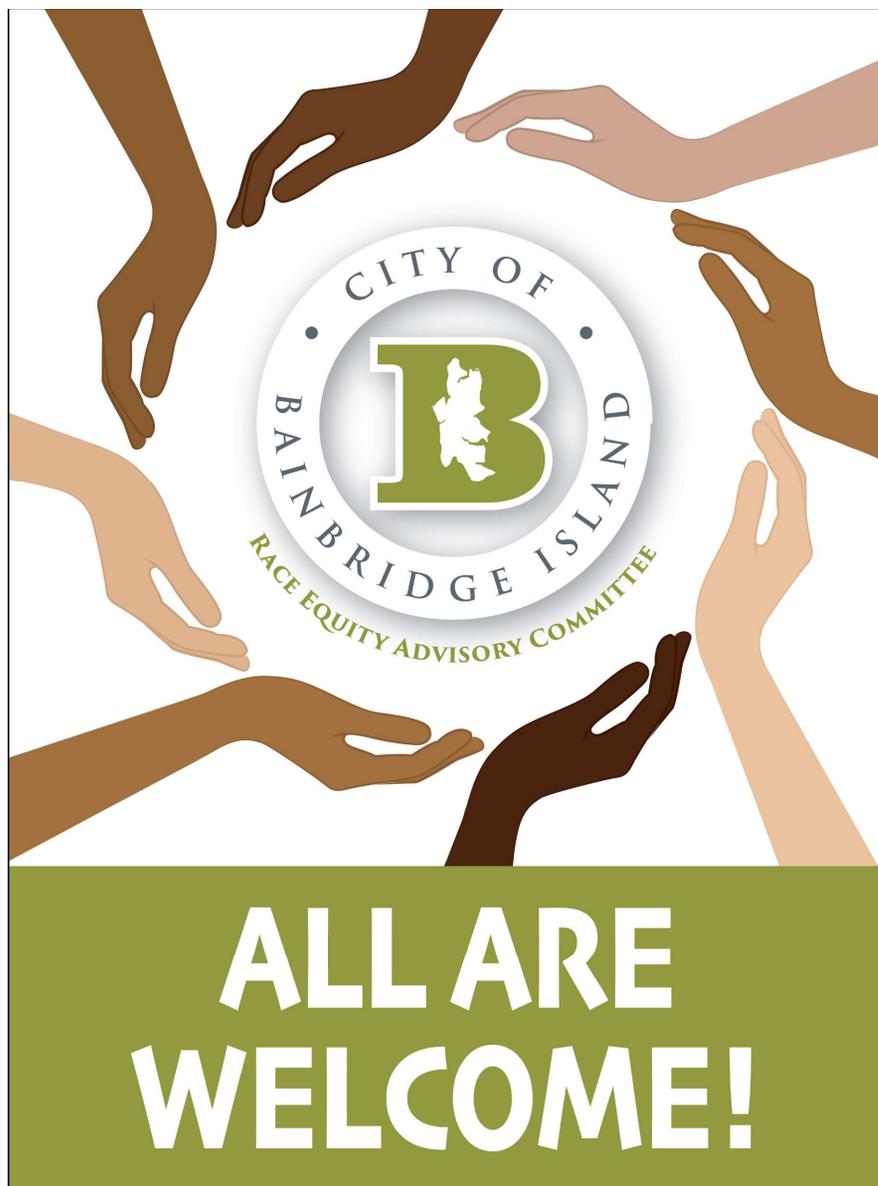
Ferry Terminal Location

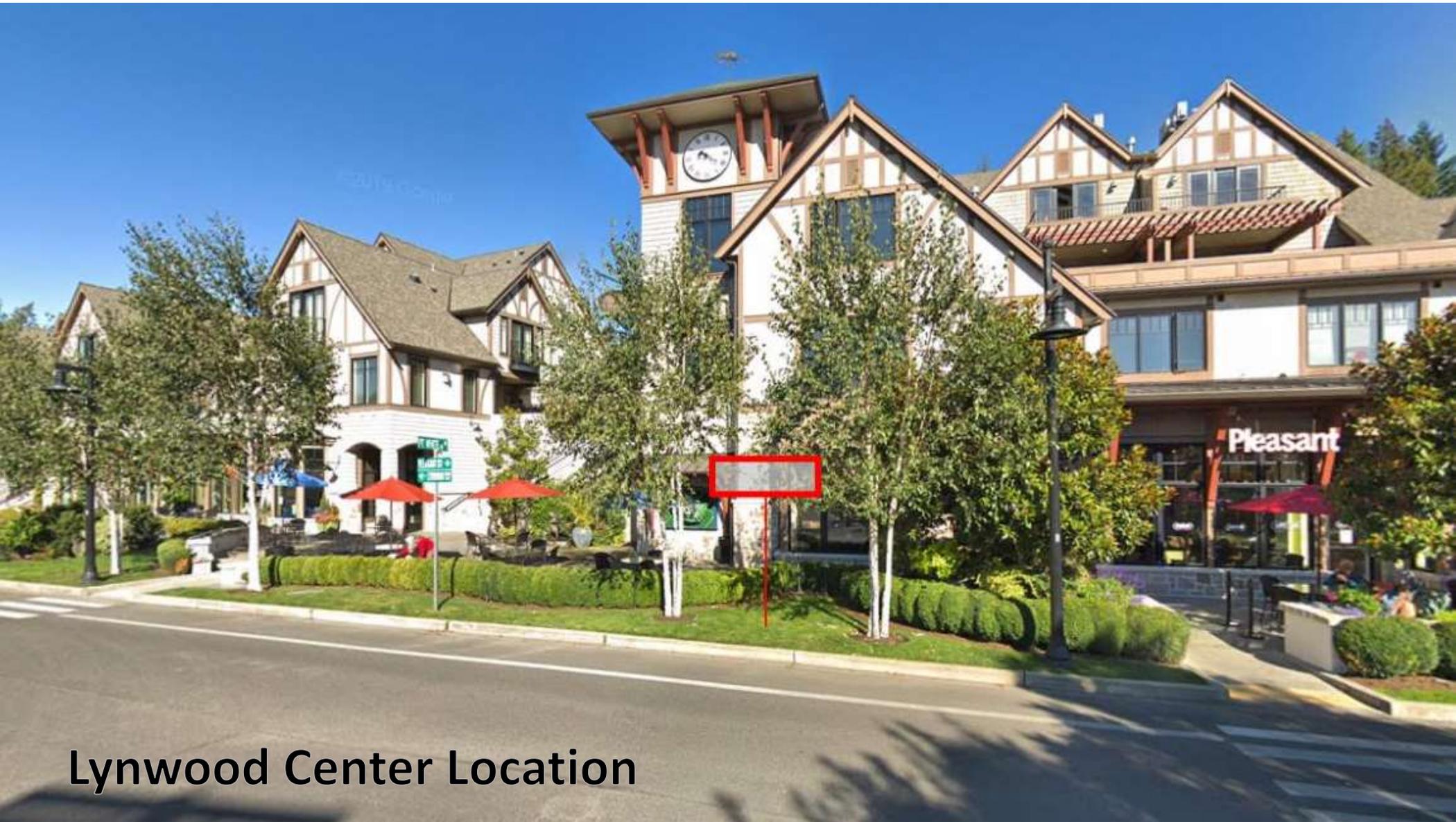


Overhead Walkway 2023

Lynwood Center (4)
Blakely Harbor (5)
Battle Point Park (6)

18"x24"



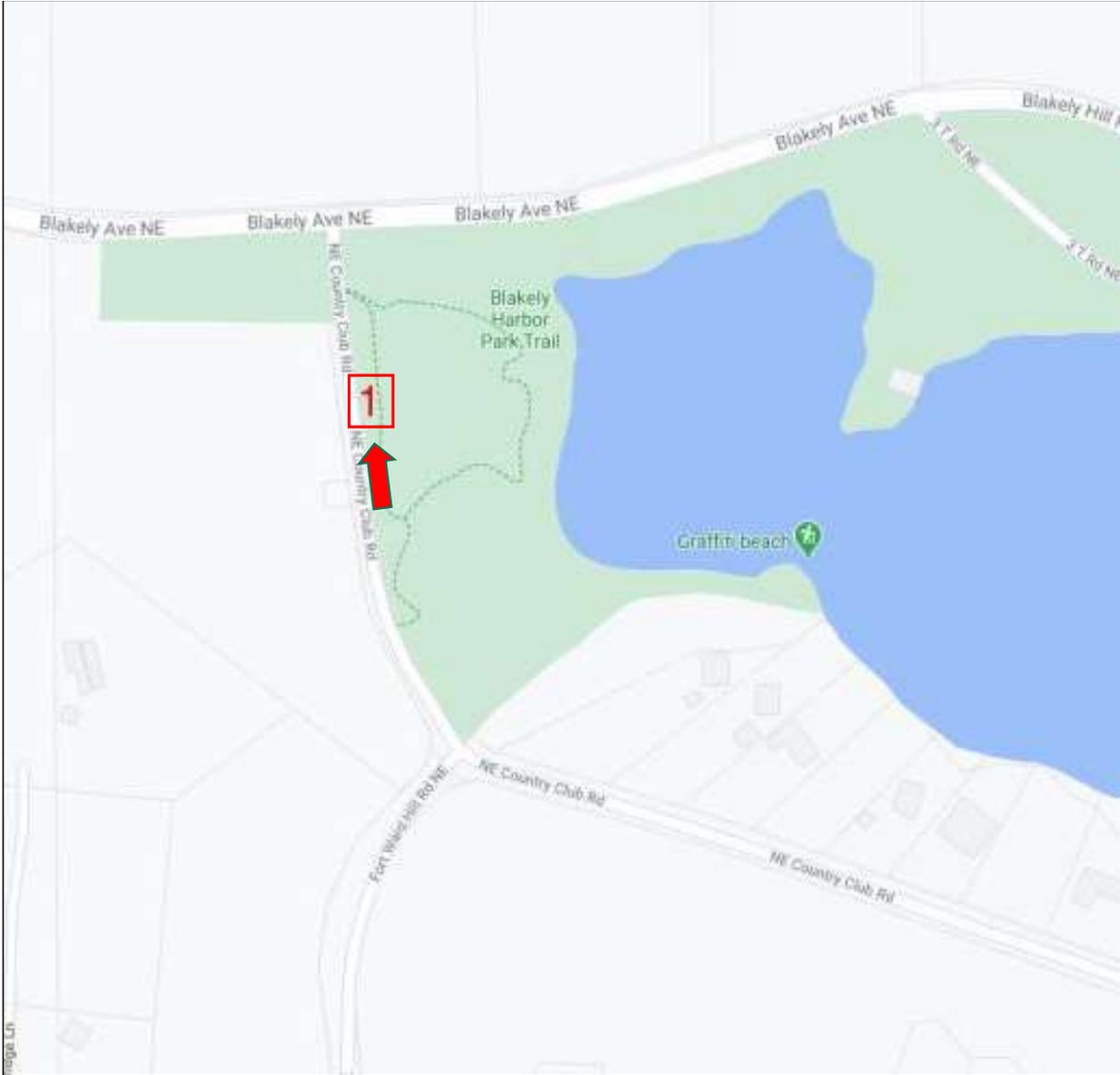


Lynwood Center Location



Blakely Harbor Location

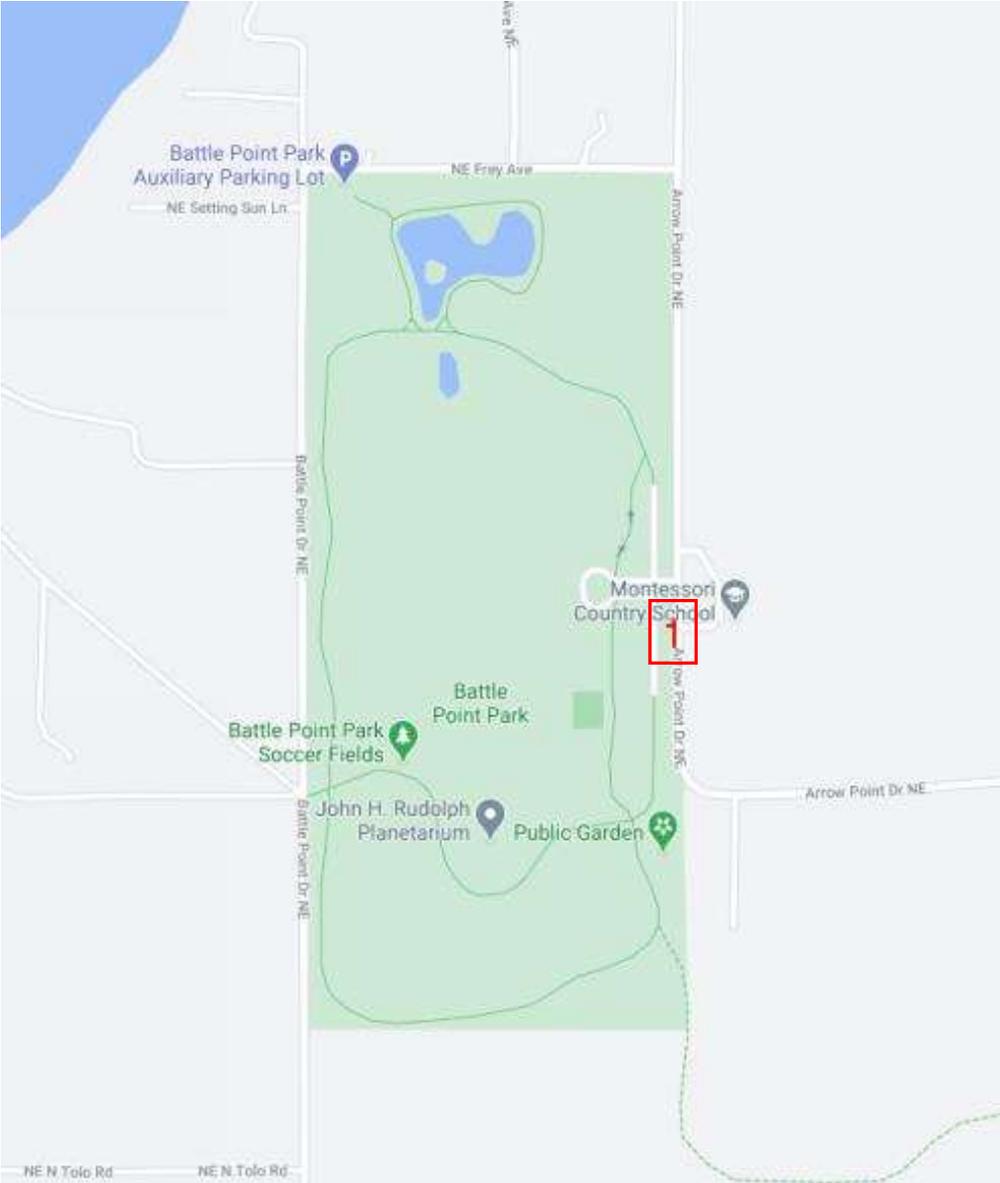
Blakely Harbor Location





Battle Point Park Location (approximate)

Battle Point Park Location



Budget Request



Engineer's Estimate
Race Equity Advisory Committee Welcoming Signs
February 10, 2021

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	COST
Welcoming Signs					
1	Graphic Design	1	LS	\$1,500.00	\$1,500.00
2	Project Temporary Traffic Control	1	LS	\$300.00	\$300.00
3	Site Preparation	1	LS	\$200.00	\$200.00
4	Relocation of (3) Existing Signs	1	LS	\$500.00	\$500.00
5	Aluminum Sign 24"x24"	1	EA	\$200.00	\$200.00
6	Aluminum Sign 18"x24"	3	EA	\$150.00	\$450.00
7	Aluminum Sign 30"x24"	2	EA	\$250.00	\$500.00
8	2x2 Metal Post - 12'	6	EA	\$40.00	\$240.00
9	Project Management	1	LS	\$600.00	\$600.00
10	Installation Labor and Equipment	1	LS	\$1,200.00	\$1,200.00
11	Contingency	1	LS	\$400.00	\$400.00
				Subtotal	\$6,090.00
				Sales Tax	\$609.00
				Total	\$6,699.00



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:05 PM) Future Council Agendas,

SUMMARY: Council will review future Council agendas.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[March 16 Special City Council Study Session.pdf](#)

[March 23 City Council Regular Business Meeting.pdf](#)

[March 24 Special Joint City Council Meeting.pdf](#)

[April 6 City Council Study Session.pdf](#)

[April 13 City Council Regular Business Meeting.pdf](#)

[April 20 City Council Study Session.pdf](#)

[2021 List of Proposed Future Council Topics.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
TUESDAY, MARCH 16, 2021**

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER/ROLL CALL - 5:00 PM**
2. **APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE**
3. **FUTURE COUNCIL AGENDAS**
 - 3.A **(x PM) Future Council Agendas**, 10 Minutes
4. **PRESENTATIONS**
 - 4.A **Presentation, Sustainable Transportation Plan Update - Project Evaluation and Scenario Development - Public Works** 90 Minutes
5. **FOR THE GOOD OF THE ORDER**
6. **ADJOURNMENT**

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 23, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) 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, 45 Minutes**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
4. **PUBLIC COMMENT**
 - 4.A **(x PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
5. **CITY MANAGER'S REPORT**
6. **CONSENT AGENDA**
 - 6.A **(PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
 - 6.C **City Council Meeting Minutes**

6.D **Eagle Harbor Phase II Non-Motorized Improvements Contract Award - Public Works,** 10 Minutes

6.E **Chlorine Generator Replacement Contract - Public Works,** 5 Minutes
Contract ProForma.docx

6.F **Bainbridge Island Senior Community Center Grant Application - Public Works,**

7. FUTURE COUNCIL AGENDAS

7.A **(x PM) Future Council Agendas,** 10 Minutes

7.B **Discussion of Potential Future Agenda Items - Race Equity Advisory Committee Review of Ethics Board Complaints Involving Race Equity Issues - Councilmember Fantroy-Johnson,** 10 Minutes

8. PRESENTATION(S)

8.A **(x PM) Proclamation Declaring March 2021 as "Brain Injury Awareness Month" - Mayor Nassar,** 5 Minutes
Brain Injury Awareness Month Proclamation 2021.docx

9. PUBLIC HEARING(S)

10. UNFINISHED BUSINESS

10.A **(PM) Ordinance No. 2021-03 Joint City Council/Planning Commission Land Use Subcommittee Phase I "Triage" Code Changes,** 20 Minutes
Ordinance No. 2021-03 Triage Code Update
Exhibit A to Ord 2021-03.docx
ORD 2020-40 Planning Commission Recorded Motion 121020.pdf
20201029 Planning Commission Workplan for Joint Land Use Subcommittee Recommendations.pdf
20201013_Joint_Land_Use_Subcommittee_Memorandum_Initial_Recommendations_Recovered.pdf
20201013 Joint Land Use Subcommittee Attachment A Table.pdf

10.B **Review Scope of Work and Workplans for Joint Land Use Subcommittee, Affordable Housing Council Ad Hoc Committee, and Hazard Pay Council Ad Hoc Committee,** 10 Minutes

10.C **(X PM) Capital Improvement Plan Grant Update - Public Works,** 20 Minutes
CC CIP Project Update 022221_2.pptx

11. NEW BUSINESS

11.A **Lodging Tax Advisory Committee (LTAC) 2021 Funding Recommendations - Executive** 10 Minutes

12. COUNCIL DISCUSSION

12.A **Input on Scope of Work for Natural Resources Senior Planner Position - Executive**, 15 Minutes

12.B **(x PM) Feedback on Proposed Changes to Governance Manual - Council**, 10 Minutes

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

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.

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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.

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



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CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
WEDNESDAY, MARCH 24, 2021**

CITY COUNCIL AND ETHICS BOARD SPECIAL JOINT MEETING

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **UNFINISHED BUSINESS**
 - 2.A **(x PM) Revisions to City's Ethics Program - Council, 2 Hours**
102720 Motions
Deputy Mayor Deets_Suggested Motions for Council Ethics Discussion
Ethics Board Operating Rules - Revised and Adopted 10-19-2020
Resolution No. 2020-13 Updating the Code of Conduct and Ethics Program Approved 081120
3. **FOR GOOD OF THE ORDER**
4. **ADJOURNMENT - 8:00 PM**

GUIDING PRINCIPLES

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

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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 06, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **FUTURE COUNCIL AGENDAS**
5. **PRESENTATIONS**
 - 5.A **Winslow Wastewater Treatment Plant Influent/Effluent Study Results**
20 Minutes
6. **UNFINISHED BUSINESS**
 - 6.A **Multifamily Tax Exemption (MFTE) Update** 30 Minutes
7. **NEW BUSINESS**
8. **CITY COUNCIL DISCUSSION**
 - 8.A **Ordinance relating to Procedures for Processing Conduct Complaints Among City Councilmembers and Citizen Committee Members - Mayor Nassar**, 15 Minutes
[Procedures for Processing Conduct Complaints Among City Councilmembers and Citizen Committee Members.docx](#)
 - 8.B **City Advisory Committee Selection Process - Mayor Nassar**, 15 Minutes

9. FOR THE GOOD OF THE ORDER

10. ADJOURNMENT

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.

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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.



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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, APRIL 13, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER/ROLL CALL**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) 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, 20 Minutes**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
4. **PUBLIC COMMENT**
 - 4.A **(x PM) Instructions for Providing Public Comment - City Clerk, 15 Minutes**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
5. **CITY MANAGER'S REPORT**
6. **CONSENT AGENDA**
 - 6.A **(PM) Agenda Bill for Consent Agenda, 5 Minutes**
 - 6.B **Accounts Payable and Payroll,**
 - 6.C **City Council Meeting Minutes**

6.D **Sportsman Club/New Brooklyn Intersection Improvements Contract Award - Public Works** 10 Minutes

6.E **Water Resource Inventory Area 15 Watershed Restoration and Enhancement Plan - Public Works,** 5 Minutes

7. **FUTURE COUNCIL AGENDAS**

8. **PRESENTATION(S)**

8.A **(x PM) Proclamation Declaring the Month of April 2021 as "Heritage Tree Month" - Planning,** 5 Minutes

8.B **(x PM) Proclamation Declaring April 22, 2021, as "Bainbridge Island Earth Day" - Mayor Nassar,** 5 Minutes

8.C **Recognition of Community Members - Mayor Nassar,** 10 Minutes

9. **PUBLIC HEARING(S)**

10. **UNFINISHED BUSINESS**

10.A **Ordinance No. 2021-07, Amending the Tree and Vegetation Chapters of the Municipal Code, per the Landmark Tree Ordinance Work Plan - Planning,** 10 Minutes
ORD 2021-07 Staff Memo 021121.pdf
Ordinance No. 2021-07 01212021 DRAFT.docx
ORD 2021-07 Exhibit A-Chapter 16.18 BIMC (Tree Removal, Forest Stewardship, and Vegetation Maintenance) DRAFT 12112020.docx
ORD 2021-07 Exhibit B-Chapter 16.32 BIMC (Protection of Landmark Trees) DRAFT 12112020.docx
ORD 2021-07 Exhibit C-Section 18.15.010 BIMC (Landscaping, screening, and tree retention, protection and replacement) DRAFT 01212021.docx
ORD 2021-07 Exhibit D-Section 16.20.100 BIMC (Aquifer Recharge Areas) DRAFT 01212021.docx
ORD 2021-07 Exhibit E-Community Forest Best Management Practices Manual DRAFT 12112020.docx
PC Public Hearing 2021-07 (2020-28)- submitted written comments and staff response.docx
SEPA DNS for 2021-07 .pdf
Ord 2021-07 SEPA checklist.pdf

10.B **Consider Purchase of Islander Mobile Home Park Floor Area Ratio** 30 Minutes

11. **NEW BUSINESS**

11.A **(x PM) Ordinance No. 2021-05 (Formerly Ordinance No. 2020-04), Adopting Small Wireless Facility**

Design Standards, 30 Minutes

Ordinance No. 2021-05, Adopting Small Wireless Facility Design Standards - CC Public Hearing Draft
Ordinance No. 2020-04, Adopting Small Wireless Facility Design Standards - PC Public Hearing Draft
SWF Planning Commission Minutes 20201308

11.B (x PM) Ordinance No. 2021-06, Terminating the Interim Wireless Communications Facilities Ordinance No. 2020-22 5 Minutes

Ordinance No. 2021-06 Terminating Interim Official Control SWFs.

11.C Historic Preservation Commission Work Plan 10 Minutes

12. COUNCIL DISCUSSION

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 20, 2021**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)

OR TELEPHONE: US: +1 253 215 8782

WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **FUTURE COUNCIL AGENDAS**
5. **PRESENTATIONS**
 - 5.A **Proclamation - Declaring April 18-24 as "Volunteer Appreciation Week" - Executive, 5 Minutes**
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - 7.A **Eagle Harbor Phase I Non-Motorized Improvements Project Scope Discussion - Public Works, 20 Minutes**
8. **CITY COUNCIL DISCUSSION**
 - 8.A **(x PM) Workplan Discussion - City Council, 20 Minutes**
[Presentation - Workplan for CC 03022021.pdf](#)
[2021 Workplan Memo for CC 03022021 - Final for packet.pdf](#)
[2021 Work Plan -- Policy Projects -- annotated.docx](#)
9. **FOR THE GOOD OF THE ORDER**

10. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
BAINBRIDGE ISLAND

Memorandum

Date: March 9, 2021
To: City Council
From: Ellen Schroer, Interim City Manager
Subject: Proposed Future City Council Topics

The table below provides a list of potential future City Council topics that have been identified by one or more councilmembers but have not yet been placed on an agenda, or added to an agenda for consideration of placement.

TOPIC

- Consideration of Changes to Sign Code
- Follow up to Ethics Board/City Council Joint Meeting



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:15 PM) City Manager Employment Agreement,

SUMMARY: The City engaged the services of Strategic Government Resources (SGR) to lead the search for qualified City Manager candidates. The City Council directed SGR to pursue a contract with finalist candidate Blair King, and the attached contract has been drafted for City Council consideration.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to authorize the Mayor to execute the City Manager employment agreement with Blair King.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: In July 2020, the City Council began the process of hiring a new City Manager. The City engaged Strategic Government Resources, Inc. (SGR) to conduct a national recruitment for candidates. The City Council worked with SGR to develop a position profile to describe the ideal candidate and qualifications, and to convey the key community values and long-range goals of Bainbridge Island. The City Council approved the final position profile at their September 15 meeting and the position was posted. Candidate qualifications were reviewed in the fall by SGR and the City Council.

The City Council narrowed its search for a new City Manager from a pool of 66 applications to three finalists who participated in a series of virtual interviews with City staff, community partners, and advisory group representatives during the week of December 14, 2020. Following additional interviews, the City Council on January 26, 2021 directed its consultant to move forward with contract negotiations with City Manager finalist Blair King.

Additional information about the process is available via the "City Manager Search" webpage on the City's website (<https://www.bainbridgewa.gov/1250/City-Manager-Search>).

The attached employment agreement represents the result of these negotiations.

ATTACHMENTS:

[Blair King - COBI Agreement 030521.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY MANAGER EMPLOYMENT AGREEMENT

INTRODUCTION

This Agreement, made by and between the City of Bainbridge Island, Washington, a municipal corporation (“Employer”), and Blair King (“Employee”), an individual who has the education, training, and experience in local government management to serve as City Manager and who, as a member of the International City/County Management Association (“ICMA”), is subject to the ICMA Code of Ethics, both agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect beginning on May 17, 2021 and continuing indefinitely, unless terminated by Employer or Employee as provided in Sections 9, 10, or 11 of this Agreement.

Section 2: Duties and Authority

- A. Employer agrees to employ Blair King as City Manager to perform the functions and duties specified in Title 35A of the Revised Code of Washington and to perform other legally permissible and proper duties and functions without interference.
- B. Employee is the chief executive officer of Employer and shall faithfully perform the duties as prescribed in the job description and as set forth in Employer’s ordinances and as may be lawfully assigned by Employer, and shall comply with all lawful governing body directives, state and federal law, and Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Specifically, it shall be the duty of Employee to employ on behalf of Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of Employer.
- D. It shall also be the duty of Employee to direct, assign, reassign, and evaluate all of the Employees of Employer consistent with policies, ordinances, and state and federal law.
- E. It shall also be the duty of Employee to organize, reorganize, and arrange the staff of Employer, and to develop and establish internal regulations, rules, and procedures which Employee deems necessary for the efficient and effective operation of Employer, consistent with lawful directives, policies, ordinances, and state and federal law.
- F. It shall also be the duty of Employee to accept all resignations of employees of Employer consistent with policies, ordinances, and state and federal law, except Employee’s resignation, which must be accepted by the City Council.
- G. Employee shall perform the duties of City Manager of Employer with reasonable care,

diligence, skill, and expertise.

H. All duties assigned to Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of Employee.

I. Employee cannot be reassigned from the position of City Manager to another position without Employee's express written consent.

J. Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, any amendment thereto, Employee's evaluation, or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to their attention to Employee for study and appropriate action.

Section 3: Compensation

A. Base Salary: \$195,439.

B. Beginning on January 1, 2022, this Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation policies to include all salary adjustments on the same basis as applied to the other management employees.

Section 4: Health, Disability, and Life Insurance Benefits

A. Employee shall participate in the City's health benefit (medical, dental, vision, employee assistance) plans in accordance with the terms then applicable to other non-represented employees of the City. Such terms change from time to time, and shall not be more generous than the terms applicable to other non-represented employees. For example, in 2021, the Employer will provide 95% of the medical plan premium for the Employee's coverage, and 85% of the premium for medical coverage for a spouse/domestic partner or other dependents.

B. The City shall provide long-term disability insurance for Employee with terms equivalent to that which applies to City non-represented employees.

C. The City shall pay one hundred percent (100%) of the premium for term life insurance in the amount of three hundred thousand dollars (\$300,000). The Employee shall name the beneficiary(ies) of said term life insurance.

Section 5: Vacation, Sick, and Management Leave

A. Commencing on the effective date of the term of this Agreement, Employee shall accrue vacation leave at a rate of 13.33 hours per month. Employee is entitled to accrue all unused vacation leave, up to a maximum of 40 days (320 hours). Upon termination of employment for

any reason, any accrued but unused vacation hours, up to the limit stated in the previous sentence, shall be paid in a single cash sum.

B. Commencing on the effective date of the term of this Agreement, Employee shall accrue sick leave at a rate of 8 hours per month. Employee is entitled to accrue all unused sick leave, up to a maximum accumulation of 130 days (1040 hours). Upon termination of employment for any reason, any accrued unused sick leave shall be forfeited and shall not be paid in cash.

C. On January 1 of each year, beginning with the commencement of this Agreement in proportion to a full year, Employee shall be credited with six days (48 hours) of management leave, which may not be carried over annually.

D. Employee shall be entitled to the same bereavement leave as that provided to other non-represented employees of the City.

Section 6: Automobile

Employer will provide Employee with an annual automobile allowance of \$275 per month, in proportion for a full year for 2021, intended to cover costs including insurance, fuel, maintenance, and repairs. The allowance will be paid to Employee in equal installments on a monthly basis and will be paid in lieu of general mileage reimbursement policies for travel within Kitsap County and/or a radius of 60 miles from the City of Bainbridge Island, whichever is greater.

Section 7: Retirement

A. Commencing on the effective date of the term of this Agreement, Employee is opting to not contribute to the Public Employee Retirement System of Washington. Employee is enrolled in an Internal Revenue Code Section 457 plan. Employer agrees to keep in force all necessary agreements for Employee's continued participation in such retirement plan.

B. Commencing on the effective date of the term of this Agreement, in addition to the base salary paid by Employer to Employee, Employer agrees to pay an amount equal to fifteen percent (15%) of Employee's base salary, or the maximum dollar amount permissible under federal and state law, into the Section 457 plan on Employee's behalf, in equal proportionate amounts each pay period. Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues for Employee's participation and membership in the International City Management Association, the Washington City Management Association, and such other national, regional, state, and local associations, and organizations deemed by the governing body as necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the WCMA Annual Conference, state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of Employer.

D. Employer recognizes that certain expenses of a non-personal and job related nature may be incurred by Employee, and agrees to reimburse or to pay such reasonable general expenses. Such expenses may include meals where Employer business is being discussed or conducted, and participation in social events of various organizations when representing Employer. Such expenditures are subject to annual budget constraints of Employer as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

E. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business use, a laptop computer, software, a mobile phone, and tablet computer for business use as required for Employee to perform his duties and to maintain communication with Employer's staff and officials as well as other individuals who do business with Employer. Upon termination of Employee's employment, the equipment described in this paragraph shall be returned to Employer.

Section 9: Termination

A. For the purpose of this Agreement, termination "Without Cause" shall occur when:

1. The majority of the governing body votes to terminate Employee at a properly posted and duly authorized public meeting.
2. If the Bainbridge Island Municipal Code is amended pertaining to the role, powers, duties, authority, or responsibilities of Employee's position, or in a manner that substantially changes the form of government, Employee shall have the right to declare that such an amendment constitutes termination.
3. If Employer reduces the base salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average

reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. Following a request by a majority of the governing body that Employee resign in lieu of termination, Employee may declare a termination as of the date of the suggestion.
5. Breach of contract is declared by either party with a 30-day cure period for either Employee or Employer, and such breach is not cured within the 30-day period. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

B. The following reasons shall constitute grounds to terminate this Agreement “With Cause”:

1. A material breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement, either of which continues after written notice and a 30-day cure period, or which occurs within one year following a prior written notice and cure opportunity under this Subsection 9.B. 1.
2. Conviction of any criminal act relating to employment with the City or otherwise involving dishonesty, moral turpitude, or physical violence.
3. Conduct, relating to City employment, which while not criminal in nature, violates reasonable standards of professional and personal conduct in some substantial manner injurious to the business or reputation of the City.
4. Conviction of any felony offense.

Section 10: Severance

A. Severance shall be paid to Employee when employment is terminated Without Cause, as described in Subsection 9.A., then in that event, the Employer agrees to pay Employee a lump sum cash payment equal to six-month base salary.

B. If the Employee is terminated for cause, the Employee shall be entitled to only the compensation accrued up to the date of the termination and such other benefits and payments due any other executive City employee.

C. Further terms regarding any termination and severance of Employee may be the subject of Separation Agreement agreed to by Employer and Employee.

Section 11: Resignation

In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of six (6) months’ notice, unless Employer and Employee agree otherwise.

However, in the event that Employee voluntarily resigns his position with Employer due to a family emergency, Employee shall provide a minimum of sixty (60) days' notice, unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. The City Council shall conduct an evaluation of the City Manager's performance at least once each year to be scheduled to coincide with the close of the fiscal year.

B. To ensure the Employee is provided with a productive working environment, the City Council agrees to participate in an annual facilitated workshop to advance relations, effective communications, efficient meetings, and collaboration among its members. Such workshops will be conducted prior to the beginning of the new fiscal year.

Section 13: Moving/Temporary Housing Reimbursement

A. The City shall reimburse Employee up to fifteen thousand dollars (\$15,000) 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.

B. In the event that Employee voluntarily terminates employment with the Employer within 24 months of appointment date, Employee shall reimburse Employer any expenses actually paid by the Employer.

Section 14: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of Employer and shall allow Employee to faithfully perform his assigned duties and responsibilities.

Section 15: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, which is hereby incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member of the governing

body shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, or to handle any personnel matter on a basis other than one of fairness, impartiality, and merit.

Section 16: Outside Activities

The employment provided for by this Agreement shall be Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 17: Indemnification

Without regard to any lesser requirements of federal, state or local law, the City shall defend, save harmless, and indemnify Employee against any liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct. In such case, Employee may request, and the City shall not unreasonably refuse to provide, independent legal representation at the City's expense, and the City may not unreasonably withhold approval. Legal representation, provided by the City for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including reasonable attorneys' fees, and any other liabilities incurred by, imposed on, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this section, to be available. Employee recognizes that the City shall have the right to compromise and settle any claim or suit arising out of or in connection with the performance of Employee's duties as City Manager.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. Employer, only upon Agreement with Employee, shall fix any such other terms and conditions of employment as it 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, the Bainbridge Island Municipal Code, other local ordinances, or

any other law.

B. Except as otherwise provided in this Agreement, Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other non-represented employees of Employer as provided in the Bainbridge Island Municipal Code, Personnel Rules and Regulations, or by practice.

C. Employer acknowledges and agrees that Employee has a previously scheduled vacation from July 23-August 6, 2021 that he will take.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

EMPLOYER:

City of Bainbridge Island 280 Madison Avenue N
Bainbridge Island, WA 98110

EMPLOYEE:

Blair King
TBD
Bainbridge Island, WA 98110

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

B. Precedence. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the City Council's policies, or Employer's ordinances or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

C. Attorneys' Fees. In any suit, action, or appeal to enforce this Agreement or any term or provision of this Agreement, or to interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred, including reasonable attorneys' fees.

D. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of the provisions of the Agreement.

E. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

F. Rights and Remedies. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

H. Governing Law and Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute arising hereunder shall be in Kitsap County Superior Court. However, before any lawsuit may be filed by either party, the Employee and Employer must agree to engage in non-binding mediation, in which the expense of the mediator will be paid by the Employer. Other than the cost of the mediator, each party shall bear its own expenses and attorney fees in any dispute, including mediation or litigation, subject to the prevailing party provision in Subsection 20.C. above.

I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.

J. No Waiver. 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.

K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

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

BLAIR KING

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Blair King

Rasham Nassar, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:35 PM) Transportation Benefit District (Traffic Calming and Climate Mitigation) Funding Discussion and Budget Amendment - Public Works,

SUMMARY: City staff will present options for moving forward with climate mitigation and traffic calming investments from the Transportation Benefit District fund as identified by the City Council in Resolution No. 2019-06 (attached).

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward for approval with the March 23, 2021 consent agenda authorization for the City Manager to include \$35,000 from the Transportation Benefit District fund in the 1st quarter budget amendment ordinance to support the development of a City traffic calming policy handbook, and an associated preliminary design for calming and safety projects on Grow Avenue and at the Miller Road/Grand Forest and Schel Chelb pedestrian crossing.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$35,000
Ongoing Cost:	N/A
One-Time Cost:	\$35,000
Included in Current Budget?	No

BACKGROUND: On January 22, 2019, the City Council passed Resolution No. 2019-06, earmarking a portion of the Transportation Benefit District funding for climate change mitigation and neighborhood traffic calming. Shortly after the resolution passed, Initiative 976 paused the City's ability to use the funding source for its intended purpose. The Initiative was overturned in the fall of 2020, and City staff is now prepared to offer the Council some options for spending the funding in line with the intent of the Resolution.

The staff proposal is as follows:

- The funding for climate mitigation (also identified in the Resolution as support for Kitsap Transit's BI-Ride transit service) was capped by Resolution No. 2019-06 at \$100,000. To date, those funds have been collected,

and staff is recommending that action on that program be postponed until the completion of the Sustainable Transportation Plan.

- To date, the funds collected for traffic calming is approximately \$203,000, with \$70,000 set aside for the installation of radar feedback signs per the Council's direction in late 2019. The remaining balance in the fund for traffic calming projects expected by the end of 2021 is approximately \$330,000. The staff is proposing a budget amendment of \$35,000 to support the following work, in a manner consistent with Resolution No. 2019-06, which is attached for reference:

- \$15,000 for development of an Island-specific traffic calming handbook for reference in the development of neighborhood traffic calming projects;

- \$10,000 for community engagement and a preliminary analysis of traffic calming options for Grow Avenue (per the Council's previous direction);

- \$10,000 for a preliminary analysis of traffic calming and safety enhancements at the Grand Forest Miller Road crossing (in conjunction with the Parks District plan for expansion of the existing parking lot); and

- Formal solicitation of traffic calming requests from the community for evaluation later in the year.

ATTACHMENTS:

[Traffic Calming CIP Slides.pptx](#)

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

FISCAL DETAILS: New budget authority in the amount of \$35,000 is requested from the Transportation Benefit District funds.

Fund Name(s): Other

Coding:

Resolution 2019-06

Support Kitsap Transit BI
Ride Program @ \$100K max

\$100K max collected

Recommendation:

- Hold next steps until post-COVID and post STP

Support Neighborhood Traffic
Calming Program

\$203K collected to date
-\$70K RFB Signs
\$133K balance remaining

Est. 2021 EOY Balance = \$330K

Est. 2022 EOY Balance = \$547K

Recommendation:

- \$15K COBI traffic calming handbook
- \$10K Grow Ave eval
- \$10K Grand Forest/Schel Chelb X-ing eval
- Solicit public input on TC projects
- Evaluate w/ Council late summer

RESOLUTION NO. 2019-06

A RESOLUTION of the City of Bainbridge Island, Washington, specifying how revenue from the increase of the vehicle license fee from \$20 to \$30, as allowed under RCW 36.73.065, will be used.

WHEREAS, on August 22, 2012, the City Council adopted Ordinance No. 2012-14, establishing the Bainbridge Island Transportation Benefit District; and

WHEREAS, RCW 36.73.065 authorizes a transportation benefit district to impose, by majority vote of the district’s governing board, a fee of up to \$40.00 if a \$20.00 vehicle fee has been imposed for at least twenty-four months; and

WHEREAS, on January 9, 2013, the Bainbridge Island Transportation Benefit District adopted TBD Resolution No. 2013-01, establishing a \$20.00 vehicle license fee in accordance with RCW 36.73.065; and

WHEREAS, on December 1, 2015, the City Council adopted Ordinance No. 2015-31, assuming the rights, powers, functions, and obligations of the Bainbridge Island Transportation Benefit District in accordance with Chapter 36.74 RCW; and

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-08, increasing the vehicle fee from \$20.00 to \$30.00; and

WHEREAS, all revenue from the City’s vehicle fee (“Revenue”) is deposited in the City’s Transportation Benefit Fund; and

WHEREAS, also on January 22, 2019, the City Council adopted Resolution No. 2019-07, updating the City’s Financial and Budget Policies to specify that, on an annual basis, two-thirds of the Revenue will be applied to eligible projects and programs under Chapters 36.73 and 36.74 RCW for preservation of the roads network, and one-third of the Revenue will be applied to eligible projects and programs under Chapters 36.73 and 36.74 RCW that are specific to traffic calming and climate change mitigation; and

WHEREAS, the City Council now desires to provide more specificity as to the traffic calming and climate change mitigation projects that one-third of the Revenue will be used for; and

WHEREAS, Policy TR 1.3 of the City’s Comprehensive Plan is to “[e]ncourage and support the establishment of ride sharing and ride hailing services”; and

WHEREAS, Policy TR 8.2 of the City’s Comprehensive Plan is to “[s]upport the character of neighborhoods by providing neighborhood programs and projects for place making, traffic calming, greenways, appropriate street width, lighting for safety, curb cuts, and pedestrian and bicycle facilities as consistent with the Comprehensive Plan”; and

WHEREAS, Goal TR-12 of the City’s Comprehensive Plan is to “[d]evelop, operate, and maintain a transportation system that respects and protects the natural environment including the quality of the Island’s air, water and natural habitats”; and

WHEREAS, Policy TR 12.2 of the City’s Comprehensive Plan is to “[d]evelop transportation plans and programs that reduce travel demand, improve traffic flow and consider the impact to air quality including reducing greenhouse gas emissions. Support County, regional and state air quality goals and requirements.”

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

Section 1. In accordance with the City’s Financial and Budget Policies, this resolution describes traffic calming and climate change mitigation projects to be funded with one-third of the Revenue that will be collected between the date on which the Washington State Department of Licensing begins collection of the increased vehicle fee authorized under Resolution No. 2019-08 and January 22, 2023 (the “Time Period”).

Section 2. To reduce reliance on single-occupancy vehicles, relieve traffic congestion, and lower greenhouse gas output on Bainbridge Island, no more than \$100,000 of the one-third of the Revenue collected during the Time Period shall go toward working with Kitsap Transit to engage the community and communicate the benefits of the current BI Ride service. Efforts should go toward high-value and high-impact marketing outreach that shall include a metrics-based campaign designed to show an increase in awareness and use of the BI Ride service. Approved uses of the Revenue for this purpose include:

- A. Social media and traditional advertising and marketing efforts.
- B. Event awareness and subsidizing rides for targeted groups to include seniors and youth during specified times of the year.
- C. Collateral development for information campaigns with community groups.
- D. Stakeholder engagement and promotion with other taxing districts on Bainbridge Island.

Section 3. The City Council hereby establishes an annual neighborhood safety and traffic calming application process to fund small (less than \$50,000 per project) traffic calming and safety measures. The portion of the one-third of the Revenue collected during the Time Period not otherwise allocated by Section 2 of this resolution

shall be awarded by the City Council through this application process. The City Manager is directed to develop the application process, which must encompass the following:

- A. A web-based form for submitting proposed safety and traffic-calming projects.
- B. A process whereby City staff will work with the City Council to select and award projects in a manner that considers Island-wide geographic equity.
- C. Proposed projects must focus on measures that increase pedestrian and driver safety or provide an infrastructure-related benefit to the neighborhood in question.

Section 4. This resolution shall take effect immediately after its passage and shall remain in full force and effect until all Revenue collected during the Time Period has been expended.

PASSED by the City Council this 22nd day of January, 2019.

APPROVED by the Mayor this 22nd day of January, 2019.

By: /s/_____

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: /s/_____

Christine Brown, City Clerk, CMC

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

December 31, 2018
January 22, 2019
2019-06



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:45 PM) Update on the Development Moratorium - Planning,

SUMMARY: On September 22, 2020, the City Council approved Ordinance No. 2020-24 to extend the development moratorium "as is" for an additional six months through April 3, 2021. On October 27, 2020, the Council approved Ordinance No. 2020-29 which further narrowed the development moratorium to apply only to those properties within the shoreline jurisdiction within the Winslow Master Plan Study Area. See attached Ordinance Nos. 2020-24 and 2020-29.

The Washington State Department of Ecology has approved the City's Shoreline Master Program ("SMP") amendment, previously approved by the Council on November 24, 2020 (via Ordinance No. 2020-17), which is the final item on the moratorium work plan. The Department of Ecology letter of approval is attached. The approval became effective on March 5, 2021.

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: There are 2 recommended options for how to proceed:

(1) Take no action. Via this option, the City Council would allow the development moratorium to expire without a further extension as provided in Ordinance No. 2020-29, which expiration would occur as of April 4, 2021.

or

(2) I move to direct the City Manager to prepare an ordinance for the City Council's consideration at the Council's March 23, 2021 meeting to terminate the development moratorium as of that date.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: City staff have been working to address the issues identified in the development moratorium (Ordinance No. 2018-02, amended by Ordinance Nos. 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, 2019-26, 2020-09, 2020-24, and 2020-29).

The City Council adopted Ordinance No. 2020-17 on November 24, 2020. Ordinance No. 2020-17 amends the City's Shoreline Master Program ("SMP") to integrate the Critical Areas Ordinance into the SMP and makes changes to the nonconforming sections of the SMP. After the Council approved the SMP amendment, City staff transmitted it to the Washington State Department of Ecology in accordance with WAC 173-26-110. The SMP amendment became effective 14 days after final approval by Ecology, or on March 5, 2021. The Council had previously indicated an interest in terminating the development moratorium once this amendment came into effect. Additional background about the development moratorium can be viewed on the City's website: <https://www.bainbridgewa.gov/968/Six-Month-Temporary-Building-Moratorium>.

ATTACHMENTS:

[Dept of Ecology Approval Letter.pdf](#)

[Ordinance No. 2020-29 Further Narrowing the Development Moratorium to Shoreline Properties within the WMPSA Approved 102720.pdf](#)

[ORD NO. 2020-24 EXTENDING THE DEVELOPMENT MORATORIUM.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

February 19, 2021

The Honorable Leslie Schneider
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110

Re: Final Ecology Approval of the City of Bainbridge Island Shoreline Master Program Amendment

Dear Mayor Schneider:

The Department of Ecology (Ecology) is pleased to announce final approval of the City of Bainbridge Island (City) Shoreline Master Program (SMP) amendment. This is in reference to Ordinance 2020-17 amending the City's SMP related to critical areas regulations and nonconforming structures, uses, and lots provisions. Ecology finds the City's program consistent with the policy and procedural requirements of the Shoreline Management Act (RCW 90.58) and its implementing rules.

Ecology approves the City's SMP amendment as submitted. The enclosed Attachment A, Findings and Conclusions document, provides more information about our decision. This is Ecology's final action and there will be no further modifications to the proposal.

The SMP is effective 14 days from the date of this letter. This time period was established by the state legislature and is intended to provide lead time for the County to prepare to implement the new SMP.

Ecology is required to publish a newspaper notice that the City's SMP has received final approval. The publication of this notice, in the form of a legal ad, will begin a 60-day appeal period. We will provide a copy of the legal ad to the City for its amendment record.

Please send Ecology a final clean copy version of the complete approved SMP that includes the amendment changes.

If you have any questions, please contact our regional planner at Maria Sandercock (425) 679-7106 maria.sandercock@ecy.wa.gov.

Sincerely,

Laura Watson
Director

Enclosure/cc: Annie Hillier, City of Bainbridge Island
Heather Wright, City of Bainbridge Island
Misty Blair, Ecology
Joe Burcar, Ecology
Maria Sandercock, Ecology

ORDINANCE NO. 2020-29

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2020-24; providing for severability; leaving the effective date of the moratorium unchanged; narrowing the moratorium to those properties within the shoreline jurisdiction within the Winslow Master Plan Study Area; and leaving the duration of the moratorium unchanged, which is until April 3, 2021.

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, March 3, April 7, May 5, June 2, July 7, August 4, September 1, 2020, October 6, 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 discussion on February 4, 2020 regarding inclusionary zoning and multifamily property tax exemption programs, and on June 22, 2020 tasked a joint City Council/Planning Commission Ad Hoc Subcommittee to assist in prioritizing land use code changes, including related to affordable housing and accessory dwelling units; and

WHEREAS, on March 24, 2020, the City Council enacted Ordinance No. 2020-09, which extended the moratorium in its current form from April 3, 2020 to October 3, 2020; and

WHEREAS, the City submitted a draft ordinance integrating the updated Critical Areas Ordinance (“CAO”) regulations into the Shoreline Master Program (“SMP”) to the Washington State Department of Ecology (“Ecology”) and received Ecology’s response on December 9, 2019; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and more than a thousand persons in the state have died due to the virus thus far and during the time period that this moratorium has been in effect, and the public health emergency is ongoing and is expected to continue for many months, and likely much longer; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities

accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result of the public health emergency, the final review and public hearing in response to Ecology’s comments were delayed from March 2020 to June 23, 2020; and

WHEREAS, on June 23, 2020, the City Council directed staff to move forward with the preparation of an ordinance that incorporates Ecology’s required and recommended changes, and staff’s own recommended changes, and to schedule a public hearing for that ordinance at a future meeting; and

WHEREAS, on September 1, 2020, as part of the moratorium update, the City Council directed staff that due to the passage of time that has occurred regarding the variety of topics on the moratorium work plan related to affordable housing, and in that such work on affordable housing at this point is expected to continue in various ways, the Council’s expectation is that such work can continue outside of this moratorium and, as such, the Council directed staff to update the moratorium work plan to remove the affordable housing topic from the work plan; and

WHEREAS, on September 8, 2020, the City Council considered this Ordinance No. 2020-24, which is the ordinance that City staff prepared as directed by the Council at its September 1, 2020 meeting, including related to the revised work plan, and the Council set the public hearing on the ordinance for September 22, 2020; and

WHEREAS, regarding the remaining item on the moratorium work plan, on September 22, 2020, the City Council conducted a public hearing on an ordinance related to integrating the CAO into the SMP, which is Ordinance No. 2020-17, and that ordinance will be coming back to the City Council for further consideration after additional environmental review is completed; and

WHEREAS, the CAO/SMP integration ordinance must be approved by Ecology before it becomes effective, and that Ordinance No. 2020-17 will first be considered further by the City Council and, after adoption by the Council, the ordinance will be transmitted to Ecology for approval, which is expected to occur in the coming months; and

WHEREAS, due to the narrowing of the work plan to the CAO/SMP integration, the City Council directed the City Manager during the public hearing on Ordinance No. 2020-24 on September 22, 2020 to bring back an ordinance to further narrow the moratorium to the properties within the shoreline zone within the Winslow Master Plan Study Area; and

WHEREAS, under Washington state law and regulations, including RCW 90.58.030(2)(f) and WAC 173-22-030(10), and the City’s regulations, the “shoreline zone” refers to the shoreline jurisdiction, as defined in the Shoreline Master Program, BIMC 16.12.080 as, “the proper term describing all of the geographic areas covered by the Shoreline Management Act, related rules, and the applicable master program. Those lands extending landward for 200

feet in all directions, as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all marshes, bogs, swamps and deltas associated with the streams, lakes, and tidal waters subject to the Shoreline Management Act. Also, such areas within a specified local government's authority.”; and

WHEREAS, those properties now impacted by the narrowed moratorium are reflected in Exhibit B; 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, 2019-26, 2020-09, and 2020-24.

Section 2. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on the most recent extension of the moratorium at its meeting on September 22, 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, such that the moratorium is narrowed to apply only to the properties within the shoreline zone within the Winslow Master Plan Study Area, as identified in attached Exhibit B, and as incorporated herein.

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. The work plan was last updated when the City Council, after conducting a public hearing on September 22, 2020, extended the moratorium to April 3, 2021. This current ordinance does not change the duration of the moratorium. The ordinance further narrows the moratorium, and the work plan attached as Exhibit A and incorporated herein is updated to reflect the current status of the moratorium.

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, 2019-26, 2020-09, and 2020-24, 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, 2019-26, 2020-09, and 2020-24, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact.

Section 7. No Change in Duration. This ordinance amends Ordinance No. 2020-24 and does not change the duration of the moratorium, which is until April 3, 2021, 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 27th day of October, 2020.

APPROVED by the Mayor this 27th day of October, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK	October 23, 2020
PASSED BY THE CITY COUNCIL	October 27, 2020
PUBLISHED:	October 30, 2020
EFFECTIVE DATE:	November 4, 2020
ORDINANCE NO:	2020-29

Attached:

Exhibit A (Updated Work Plan)

Exhibit B (Properties within the Shoreline Jurisdiction and within the Winslow Master Plan Study Area)

Exhibit A

Moratorium on Certain Development Work Plan Schedule

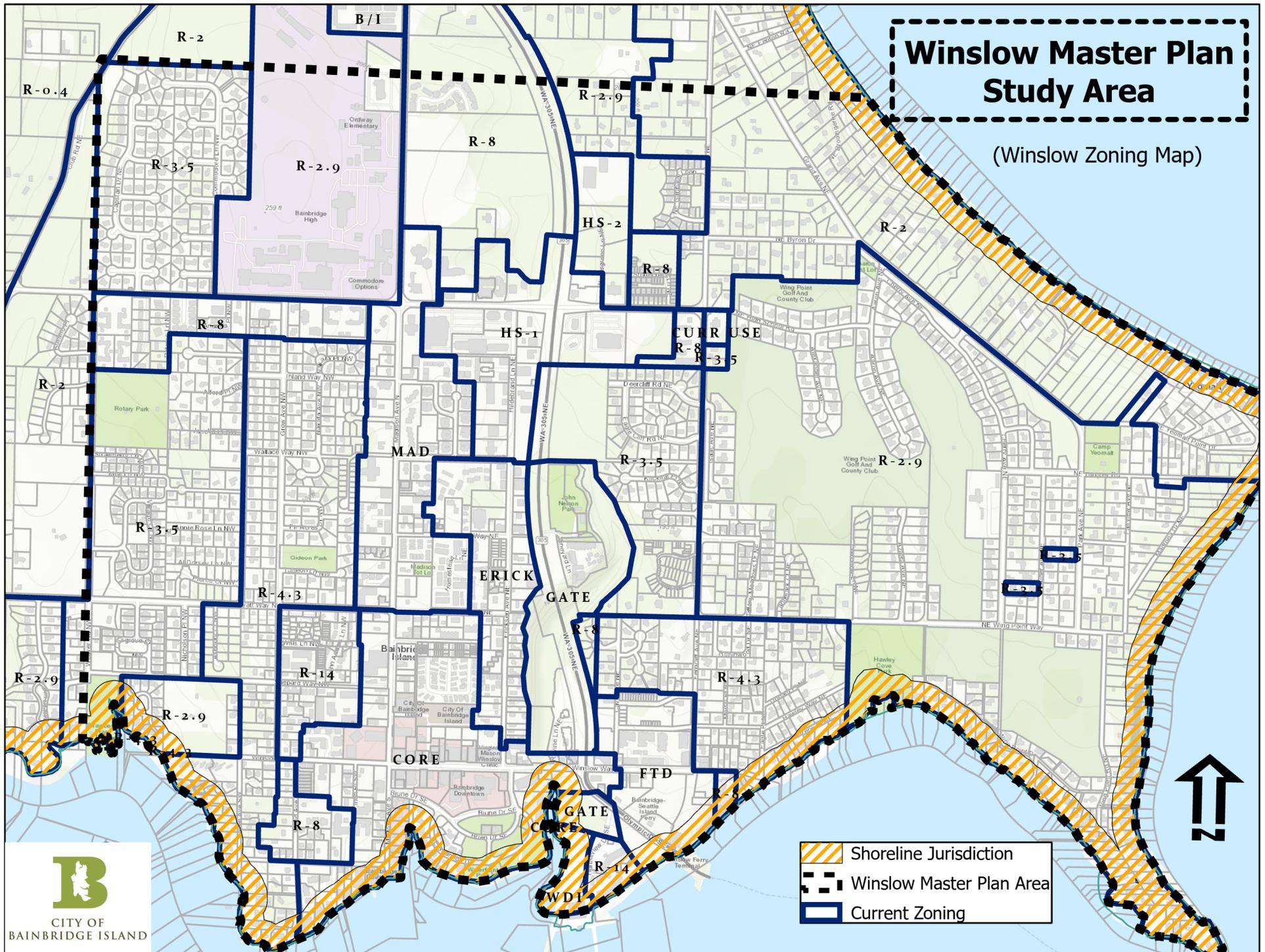
Ordinance No. 2020-29

(October 2020 – April 2021)

(Updated October 27, 2020)

Work Program Item	Description
Critical Areas Ordinance	<p>Adopt the new critical areas ordinance (CAO) into the Shoreline Master Program (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 has identified elements that appear inconsistent with applicable laws and rules. Due to COVID-19, City staff held a rescheduled March 2020 Council discussion about Ecology's response during the June 23, 2020 City Council meeting. At that meeting, the Council authorized staff to move forward with the preparation of an ordinance that incorporates Ecology's required changes, staff's recommended changes based on Ecology's recommended changes, and staff's own recommended changes, as well as to schedule a public hearing for that ordinance at a future meeting.</p> <p>The City Council conducted a public hearing on that ordinance, Ordinance No. 2020-17, on September 22, 2020, and that ordinance will be coming back to the Council for further consideration after additional environmental review is completed. After adoption by the Council, which is expected to occur in the coming months, City staff will transmit the SMP amendment to Ecology in accordance with WAC 173-26-110 and it will become effective 14 days after final approval by Ecology.</p>

EXHIBIT B



ORDINANCE NO. 2020-24

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2020-09; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months to April 3, 2021.

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, March 3, April 7, May 5, June 2, July 7, August 4, and September 1, 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 discussion on February 4, 2020 regarding inclusionary zoning and multifamily property tax exemption programs, and on June 22, 2020 tasked a joint City Council/Planning Commission Ad Hoc Subcommittee to assist in prioritizing land use code changes, including related to affordable housing and accessory dwelling units; and

WHEREAS, on March 24, 2020, the City Council enacted Ordinance No. 2020-09, which extended the moratorium in its current form from April 3, 2020 to October 3, 2020; and

WHEREAS, the City submitted a draft ordinance integrating the updated Critical Areas Ordinance (“CAO”) regulations into the Shoreline Master Program (“SMP”) to the Washington State Department of Ecology (“Ecology”) and received Ecology’s response on December 9, 2019; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and more than a thousand persons in the state have died due to the virus thus far and during the time period that this moratorium has been in effect, and the public health emergency is ongoing and is expected to continue for many months, and likely much longer; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result of the public health emergency, the final review and public hearing in response to Ecology’s comments were delayed from March 2020 to June 23, 2020; and

WHEREAS, on June 23, 2020, the City Council directed staff to move forward with the preparation of an ordinance that incorporates Ecology’s required and recommended changes, and staff’s own recommended changes, and to schedule a public hearing for that ordinance at a future meeting; and

WHEREAS, on September 1, 2020, as part of the moratorium update, the City Council directed staff that due to the passage of time that has occurred regarding the variety of topics on the moratorium work plan related to affordable housing, and in that such work on affordable housing at this point is expected to continue in various ways, the Council’s expectation is that such work can continue outside of this moratorium and, as such, the Council directed staff to update the moratorium work plan to remove the affordable housing topic from the work plan; and

WHEREAS, on September 8, 2020, the City Council considered this Ordinance No. 2020-24, which is the ordinance that City staff prepared as directed by the Council at its September 1, 2020 meeting, including related to the revised work plan, and the Council set the public hearing on the ordinance for September 22, 2020; and

WHEREAS, regarding the remaining item on the moratorium work plan, on September 22, 2020, the City Council is scheduled to hold a public hearing on an ordinance related to integrating the CAO into the SMP; and

WHEREAS, the CAO/SMP integration ordinance must be approved by Ecology before it becomes effective, and if the City Council approves the CAO/SMP integration ordinance on September 22, 2020, it is expected, based on information provided by Ecology to the City, that the earliest the ordinance could be in effect would be in November 2020; 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, 2019-26, and 2020-09.

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 22, 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. 2020-09 for six months until April 3, 2021, recognizing that the City Council may terminate the moratorium prior to that date depending on when the City completes the moratorium work plan.

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. Exhibit A (Updated Work Plan) and Exhibit B (Winslow Master Plan Study Area) are incorporated herein to 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, 2019-26, and 2020-09, 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, 2019-26, and 2020-09, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact.

Section 7. Change to Duration to April 3, 2021. This ordinance amends Ordinance No. 2020-09 and hereby extends the current moratorium, and this ordinance shall cause the moratorium to remain effective in its current form until April 3, 2021, 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.

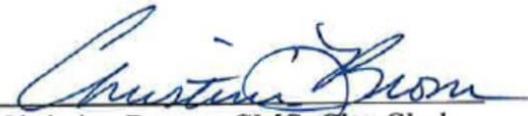
PASSED by the City Council this 22nd day of September, 2020.

APPROVED by the Mayor this 22nd day of September, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK	September 4, 2020
PASSED BY THE CITY COUNCIL	September 22, 2020
PUBLISHED:	September 25, 2020
EFFECTIVE DATE:	September 30, 2020
ORDINANCE NO:	2020-24

Attached:

Exhibit A (Updated Work Plan)

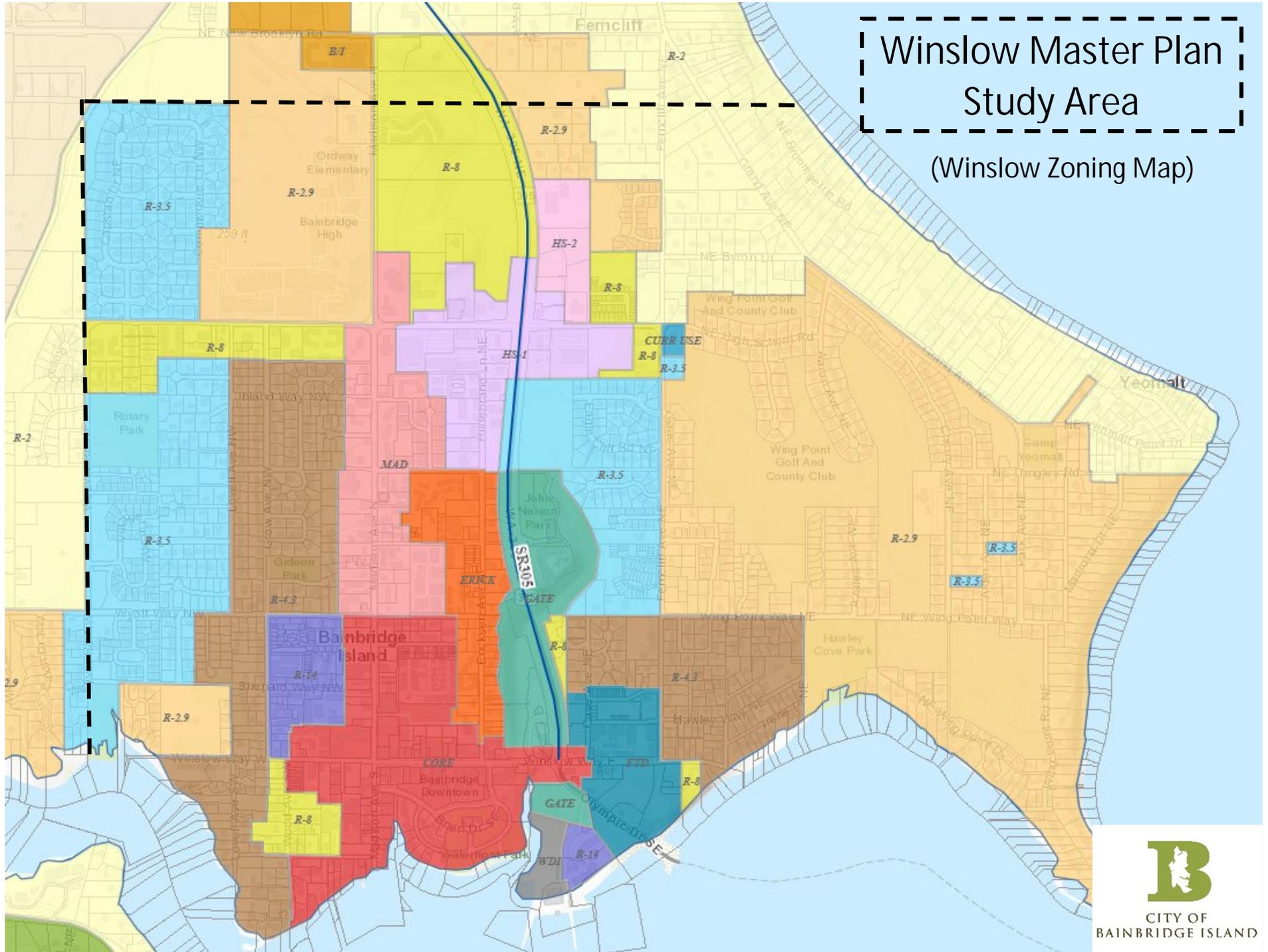
Exhibit B (Winslow Master Plan Study Area)

Exhibit A

Moratorium on Certain Development Work Plan Schedule Ordinance No. 2020-24 (October 2020 – April 2021)

Work Program Item	Description
Critical Areas Ordinance	<p>Adopt the new critical areas ordinance (CAO) into the Shoreline Master Program (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 has identified elements that appear inconsistent with applicable laws and rules. Due to COVID-19, City staff held a rescheduled March 2020 Council discussion about Ecology's response during the June 23, 2020 City Council meeting. At that meeting, the Council authorized staff to move forward with the preparation of an ordinance that incorporates Ecology's required changes, staff's recommended changes based on Ecology's recommended changes, and staff's own recommended changes, as well as to schedule a public hearing for that ordinance at a future meeting.</p> <p>City staff plans to hold the public hearing on September 22, 2020. Following a public hearing and local adoption by the City Council, Staff will transmit the SMP amendment to Ecology in accordance with WAC 173-26-110 and it will become effective 14 days after final approval by Ecology. With that timeline, the effective date could be early to mid-November.</p>

EXHIBIT B



Winslow Master Plan
Study Area

(Winslow Zoning Map)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:55 PM) Hazard Pay for Grocery Workers - Executive,

SUMMARY: The City Council will discuss hazard pay for grocery workers. Other local governments in the region have adopted measures on this issue and the Council is interested in exploring options related to assisting grocery workers in their role on the front lines of the COVID pandemic.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND: At its meeting on February 23, 2021, the City Council took action to create a Council ad hoc committee consisting of Councilmembers Deets and Fantroy-Johnson to research the possibility of an ordinance regarding hazard pay for grocery workers, and directed the City Attorney to do a preliminary analysis of the associated legal risks related to such an ordinance. The ad hoc committee and the City Attorney have been gathering information and researching and analyzing this matter and will update the Council on the results of that work. The expectation is that the Council's discussion will result in clear direction about what should be included in an ordinance regarding this topic so that the City Attorney can bring back such an ordinance for the Council's consideration at a future meeting.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 9, 2021

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (8:05 PM) Discussion of Police/Court Facility,

SUMMARY: Pursuant to direction provided by the City Council at a previous Council meeting, the Council will review process options for evaluating the following aspects of the police court project: (1) the valuation method used to determine the purchase price of the Harrison property and whether it comported with industry standards, and (2) the reliability of cost projections for construction of the project as designed and what steps the City can take to ensure the project comes in on budget.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: Please see the attached background material.

ATTACHMENTS:

[Police and Court Project Questions - Transmittal Memo for CC 03092021- Final for Packet](#)

[SUMMARY CHRONOLOGY - Police Court 2013-2020.pdf](#)

[Police Court Facility Project Status Report thru Feb 26 2021.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



EXECUTIVE DEPARTMENT

Date: March 5, 2021
To: Bainbridge Island City Council
From: Ellen Schroer, Interim City Manager
Subject: **Background for March 9 Council Meeting, Police/Court Facility Discussion**

Purpose

The purpose of this memo is to provide responses to some of the inquiries that City staff have received regarding the Police/Court Facility Project, as well as some additional information and recommendations for Council consideration. This memo updates some information provided for the February 9 Council meeting.

What is the schedule for the current Police/Court project?

The City's project management team expects to have a building permit and be ready to advertise the project for construction bids in March. With this timing, a contract could be ready to come to Council for consideration of award in April or early May. Construction could begin in the summer or fall of 2021.

What happens if the Council decides to put this project on hold?

If the Council puts the project on hold, the City will not advertise for construction bids in March, as we currently planned. In addition:

- The project will be delayed and the Police and Court functions will continue in their current undersized and inadequate locations. If a new site is sought, it will likely be at least three and maybe five or more years until acquisition is completed and a project can be designed, permitted and constructed.
- The project will likely become more expensive as we will delay the project.
- There are other financial and staffing implications which will depend on the length of the delay and the eventual decision.

How did the City arrive at the \$8.975 million purchase price?

There were four appraisals completed with as is market values ranging from \$7.0 million to \$9.7 million. A review of emails and other records shows that the seller was initially unwilling to consider anything less than \$9.0 million based on their appraisal and direction from their board. The final negotiated price was \$8.975 million. The City made lower initial offers based on appraisal information, starting at \$8.5 million, which were rejected. Some members of the community have suggested that the City should

have offered a much lower figure; I don't have any reason to believe that this would have been successful. The process used followed a standard approach for a municipal property purchase.

What is the current estimated cost of the Police/Court Facility?

Land and Building Purchase	\$ 8,983,427
Design	778,620
Permits (95% complete)	45,988
Construction	8,258,270
Pre-Design	415,000
Project Management (estimated)	280,000
Administration	184,137
Contingency (5%)	927,562
Total	\$ 20,000,000

What are the sunk costs associated with the project?

Harrison acquisition	\$ 8,983,427
Design and permitting	718,612
Project Management	184,137
Pre-design	415,000
Total	\$10,301,176

Could the City expect to recover any of the costs of the Harrison purchase?

The City's purchase of the Harrison property occurred through a real estate purchase and sale agreement that was executed on March 13, 2019. The City is not aware, at this time, of a definitive legal basis to claim recovery of costs under that purchase and sale agreement. We do not expect that we could recover any of the costs.

Could Harrison be repurposed?

Yes, however, without a defined concept, the costs of any potential repurposing are difficult to estimate.

In addition to facility-related costs, repurposing the Harrison property to a non-tax-exempt purpose could jeopardize the interest rate the City pays on the municipal bonds and potentially have a negative impact on the City's bond rating. If the building were sold, the City would need to take action to preserve the tax-exempt status of the bonds which were used to purchase the building. According to the City's Financial Advisor, these steps may be expensive for the City, so there must be a compelling reason to incur the expense, and the City must be able to document unanticipated changes in circumstances leading to the building's changed use in order to avoid tax issues with the Internal Revenue Service (IRS).

Since the IRS is involved, there will be increased scrutiny and documentation required. This will likely increase the cost of outside legal review and professional fees.

In addition to facility-related costs, repurposing the Harrison property to a non-tax-exempt purpose could jeopardize the interest rate the City pays on the municipal bonds and potentially have a negative impact on the City's bond rating. If the building were sold, the City would need to take action to preserve the tax-exempt status of the bonds which were used to purchase the building. According to the City's Financial Advisor, these steps may be expensive for the City, potentially as much as \$1.0 million, so there must be a compelling reason to incur the expense. In addition, the City must be able to document unanticipated changes in circumstances leading to the building's changed use to avoid tax issues with the Internal Revenue Service (IRS). Since the IRS is involved, there will be increased scrutiny and documentation required. This will likely increase the cost of outside legal review and professional fees.

Additionally, based on many years of analysis and consideration, the City needs a new public safety and municipal court building to address significant inadequacies with the current facilities. If the City decides to repurpose or even sell the former Harrison property, the City will need to acquire a new property or facility and incur additional professional fees and staff costs toward that effort.

Could the City lose its AAA bond rating as a result of re-purposing the Harrison Building?

Maybe. Moody's upgraded the City's bond rating in November 2019 due in part to what they considered the City's strong management and a robust general fund balance relative to operations. While the City's financial advisor does not necessarily believe the rating would be downgraded, he has informed City staff that the City's AAA bond rating could be affected if the assets purchased with municipal bonds do not retain their tax exempt status. He believes Moody's would expect the City to justify the changes in plans and the expenditures of funds which would be a credit negative.

What would happen if the City loses its AAA bond rating?

The AAA bond rating is the highest possible bond rating, and indicates to investors that the City is a good investment. Interest rates are generally lower for AAA bonds than other bonds. Thus, if the City loses its AAA credit rating, future debt issues will likely cost more in debt service because the interest rate will be higher.

Could an advisory vote be scheduled for the Police/Court project?

Yes. The soonest that an advisory vote could be held would be August 2021, with a Council resolution required by May. An advisory vote would cost approximately \$65,000 to \$75,000 not including City staff time. Along with the financial cost, scheduling a vote would require redirecting communications and public works staff from ongoing projects to support public information and outreach efforts during the summer.

Could a project advisory panel be developed for the Police/Court project?

Yes, the Council could create a project advisory panel for this project, or for any set of projects as defined by the Council's parameters. If the Council chooses to convene a panel, staff recommends using the typical process for community groups, including a neutral and inclusive selection process, and Council adoption of a specific workplan. An advisory panel should be given a specific set of criteria or parameters by which to evaluate projects.

Could a Blue-Ribbon panel be developed for the Police/Court project?

Yes, the Council could create a Blue-Ribbon panel for this project. If the Council chooses to convene a panel, staff recommends using the typical process for community groups, including a neutral and inclusive selection process, and Council direction of a specific workplan.

Managing a Blue-Ribbon panel would require staff resources. What projects could be deferred for this purpose?

The Blue-Ribbon panel would require staff time from the City's leadership team, in particular from the Executive, Finance, Public Works, and Legal staff. If such a panel is established, the following work plan items should be considered for deferral: citywide work plan development/strategic planning, small business grant program development and administration, PSE franchise work, and other franchise work (e.g., Verizon, KPUD).

Concerned citizens have highlighted that one of the original sites under consideration for the new Police/Court facility was the Yaquina property at the NW corner of Madison and SR305. Has any outreach been performed to the Yaquina neighboring community regarding the impacts of having a Police/Court facility in that neighborhood?

To date, there has been no outreach to the Yaquina community about the potential for a Police/Court facility in their neighborhood. There is a possibility that there could be significant concerns from the neighboring community about noise, traffic, and other impacts, which would need to be addressed through a public process, including a hearing associated with a Conditional Use Permit, which would be required since the project would be located in a residential zone.

If the Yaquina site was selected for the Police/Court facility, how long would it take to complete?

Based on the required permitting and estimated design and construction timelines, a project on the Yaquina site could take between three and four years for completion (2025).

Is the current Police/Court project the most expensive facility of its kind in the country?

Based on very limited staff research, it does not appear that the currently budgeted Bainbridge Island Police/Court facility is the most expensive of its kind in the country. The question is difficult to answer without extensive research, particularly since each project and community is unique, and without more

time for investigation, only anecdotal costs are available for scrutiny. The following information was documented from a 30-minute Google search:

- This project in California from 2015 appears to break down to \$1,012/square foot. It appears that land costs would be in addition to that cost breakdown.
https://hanfordsentinel.com/community/selma-breaks-ground-on-new-police-station/article_d8d82808-a268-56ed-be02-fc3be3f2eddc.html
- This project in California appears to break down to \$1,371/square foot. It appears that the land costs and the costs of an additional support building would be in addition to that cost breakdown. <https://www.ci.claremont.ca.us/home/showpublisheddocument?id=1667>
- This project in California appears to break down to \$2,107/ square foot. The project includes a 2-story parking garage that is not included in cost breakdown, and it is not clear if land costs are included in the total.
<https://www.paloaltoonline.com/news/2021/02/01/despite-budget-woes-palo-alto-approves-construction-of-new-police-headquarters#:~:text=The%20list%20included%20a%20bike,expensive%20project%20on%20the%20list.>
- This project in California appears to break down to \$808/square foot. The cost of land is not included in the cost breakdown, as it appears to have been acquired in a swap.
<https://www.thecalifornian.com/story/news/2018/09/10/new-salinas-police-station-breaks-ground-cost-56-million/1259525002/>

The Council was provided with data regarding the cost of police and court facilities in other communities. What does this data tell us about the cost of the City's project?

As mentioned previously, with limited time, it is difficult to create an apples-to-apples comparison of police and court facility construction costs in different communities. This is due to the types of facilities that were built, what elements of the project cost contribute to the totals listed, what year the projects were built, and the cost of construction in those communities.

One relative factor that can be used to put the data in context is the median cost of housing in each of the communities, which provides a consistent and relative figure by which to compare real estate costs between communities. The communities where police facility costs were evaluated and provided to the Council have an average median home price of approximately \$180/square foot. The median home price on Bainbridge Island is more than double at \$431/square foot (realtor.com).

cc: Barry Loveless, Project Executive
Chris Wierzbicki, Public Works Director
DeWayne Pitts, Finance Director
Joe Levan, City Attorney
Joe Clark, Police Chief
Sara McCulloch, Judge



CITY OF
BAINBRIDGE ISLAND

Memorandum

Date: 11/19/2020
To: City Council
From: Morgan Smith, City Manager
Subject: Chronology of Council Discussions and Recent Public Outreach Related to Police/Municipal Court Replacement Project

This memo provides background information related to the work of the City Council and City staff during 2013-2020 related to planning for the project to replace the City's Police Station and Municipal Court facilities.

Included are:

1. A summary-level chronology of City Council discussions related to facility needs assessment, consideration of various site options, financing decisions and other project planning. This chronology is informal, and may not be fully complete, as the work on this project has spanned more than six years. The information presented is intended simply to summarize various steps in the project, and to identify key Council meeting dates in the event interested individuals would like to review the meeting materials or video from key decision points.
2. A summary-level chronology of recent (2018-2020) City communications and public outreach related to the most recent phases of the project.

Summary Chronology - City Council Discussions Police and Court Building Project

I. City Council Meetings 2013 – Mid-2015: Assessments to learn/confirm the need for a new facility, investigate potential to co-locate with BIFD, and evaluation of other potential sites:

- July 1, 2013 -- Interlocal Agreement for Joint Facility Planning with Bainbridge Fire Department
Approval for ILA with BIFD to explore the possibility of a joint facility and to hire a space planning consultant.
- January 8, 2014 – RFQ with Fire Department for Facilities Planning
Update to convey that an RFQ for facility assessment was issued in October, 2013 and four firms have responded.
- March 3, 2014 – Joint Facilities Assessment with Bainbridge Fire Department
Update to convey that Mackenzie, Inc. is selected as the project consultant, and to review and approve the City's share of the proposed project scope, budget and schedule.
- March 24, 2014 – Public Safety Facilities Assessment Update
Briefing from Mackenzie, Inc. to present report on findings related to the existing Police Station and summarize first community meeting (held on March 5, 2014).
- April 28, 2014 -- Public Safety Facilities Assessment Update
City decided to seek additional assistance from Mackenzie, Inc. to help review the feasibility of various sites for a potential stand-alone Police station, and to provide information on which sites could also support a new Municipal Court. This work was intended to supplement the original project and to help to narrow the options for a stand-alone site to a smaller set of best candidates.
- June 16, 2014 -- Public Safety Facility Assessment Final Report, Mackenzie, Inc.
Mackenzie study confirmed that the existing Police station has critical operational and safety deficiencies, does not meet "essential building" requirements, and is significantly undersized for the community's policing functions. The report provided a detailed assessment of the deficiencies of the current Police Station (PDF) and initial estimates for a stand-alone Police Station. The City also received a detailed analysis of the feasibility and estimated costs for a joint BIFD-COBI Police option.

- July 21, 2014 -- Next Steps on Planning for Police and Municipal Court Facilities
City Council decided to move forward with a more thorough analysis of the two stand-alone Police station options (North and South of City Hall), so that all three alternatives (including the BIFD-Police option) could be compared using equivalent information.
- August 11, 2014 – Police Facilities Planning
Approval for additional professional services from Mackenzie to assist site-ranking and site feasibility assessment for stand-alone facilities for Police and Municipal Court.
- September 23, 2014 -- Public Safety Facility Co-Location Decision
Moved the conversation to the next study session with the anticipation that Council would make a decision following further public comment and an opportunity to hear additional information.
- October 7, 2014 -- Police Facility Site Considerations
Council resolved to remove Island Fitness as a possible site consideration for the Police Facility; directed the City Manager to communicate the City Council's lack of interest regarding a combined Police and Fire Department facility to the Bainbridge Island Fire Department.
- November 4, 2014 -- Police Facility Site Considerations
Council recommended to limit consideration to sites within the Winslow Master Plan area and, preference should be given to the site located immediately north of City Hall and the site of the City-owned gravel parking lot. Council also recommended the City Manager review the Coultas property adjacent to the fire department on Madison and the Visconsi property on High School Road as other alternatives.
- November 18, 2014 -- Police Facility Site Considerations
Council's stated position: request a decision from Visconsi by January; the three other sites (north of City Hall, the gravel lot and Coultas property) are still in consideration; and police and court would be co-located.
- January 20, 2015 -- Public Safety Facility Site Options
Council directed the City Manager to remove both the gravel lot and the Visconsi property off the table as possible locations for the Public Safety Facility.

- March 3, 2015 -- Public Safety Facility Site Selection
City Manager led a brief discussion on factors that should be measured as Council evaluates the three remaining sites in consideration for the public safety facility.

II. City Council Meetings Mid- to End of 2015: Selection of preferred site and ballot measure for voter consideration of funding mechanism which failed in Nov. 2015:

- May 19, 2015 -- Public Safety Facility Site Discussion
City Manager led a discussion on the advantages and disadvantages of each potential site for the police facility. A motion to direct staff to explore the development opportunities (a) North of City Hall as presented and (b) the Sakai property.
- June 9, 2015 -- Public Safety Facility Site Selection
Council approved N. Madison properties (just north of City Hall) as the preferred site for the proposed public safety facility and directed City Manager to continue negotiations to complete a purchase and sale agreement for the property acquisition at this site. Council also directed that the public safety building includes a municipal court and police station.
- June 16, 2015 -- Public Safety Facility Discussion
The City's financial advisor David Trageser and Finance Director Schroer provided information on financing options and the City's general fiscal capacity. Council instructed staff to size the potential bond based on the construction cost of the project with adjustments later on as we are able to surplus property.
- June 23, 2015 -- Select Public Safety Facility Project Funding Mechanism
Council directed the City Manager to develop a ballot proposition ordinance for the public safety facility project for City Council consideration at the Council meeting on July 7. Staff to develop options for a conceptual master plan of the municipal center, including a future parking structure.
- July 7, 2015 -- Public Safety Facility Ballot Proposition
Council forwarded Ordinance 2015-18 to the July 21 City Council meeting for second reading and consideration of approval.
- July 21, 2015 -- Public Safety Facility Ballot Proposition

Council approved Ordinance No. 2015-18.

- August 11, 2015 – Public Safety Facility Interim Financing
Staff provides briefing about timing issues related to interim financing and upcoming ballot initiative.
- August 25, 2015 – Review Public Safety Facility Contract Options
Briefing on contract options including alternative contracting procedures.
- November 17, 2015 -- Update on the Public Safety Facility
Council directed the City Manager to abandon the processes to evaluate both properties north of City Hall as a site for Public Safety Facility and not to spend any more money on any issues associated with those sites.

III. City Council Meetings 2016 – Identification and assessment of refreshed group of potential sites

- March 15, 2016 -- Police Station Options
Discussion regarding next steps on sites identified in 2015: (Existing Site, New Brooklyn Road (Coultras), Wintergreen Way (Visconsi)); and newly identified sites: 9191 Moran Road NE, 9657 NE Yaquina Avenue, 8954 Madison Avenue N, 600 Ericksen Avenue.
- June 7, 2016 -- Police Facility Next Steps
Discussion on complexities related to existing Police Station site and 600 Ericksen Avenue site. New option located at Vineyard Lane is introduced. Other sites still under consideration include New Brooklyn Rd., Visconsi property, 9191 Moran Rd., and 9657 Yaquina Ave. 8954 Madison Ave. is mentioned but assessed as being too small. Council direction to move forward with RFQ for architectural services to include a review of previous needs assessments and the possibility of co-locating the Police and Municipal Court facilities.
- July 5, 2016 – Process for Selecting Police Facility Site
Discussion related to process and criteria to be used to select site for new police facility.

- August 23, 2016 – Public Safety Facility Design Request for Qualifications
In anticipation of pending completion of process to select preferred consulting firm, review of preliminary agreement for design services for Public Safety Facility and schedule for final Council approval of anticipated agreement with selected consulting firm (TBD) for September 27, 2016 [Note: agreement is actually presented for approval on October 25, 2016].
- October 25, 2016 – Law and Justice Center Design Professional Services Agreement
Approval of agreement with selected firm Coates Design for site analysis and review of space needs assessment.

IV. City Council Meetings 2017 – 2018: Assessment of various sites continues, Coultas site is no longer available, Harrison offer of interest received, selection of Harrison building as preferred site.

- January 25, 2017 – Update on Police and Municipal Court Building Project
Briefing from Coates Design on space needs validation and next steps for project planning and site assessment.
- April 12, 2017 -- Special Council Meeting Open House
Open House on site options for the new Police and Municipal Court Building. During the Open House, community members had the opportunity to see the results of the site analysis completed by Coates Design regarding the benefits and challenges of each site option being considered.
- May 2, 2017 -- Update on Police and Municipal Court Building – Site Selection and Next Steps
City Council approved moving forward with additional site assessment and studies for the New Brooklyn Road site (Coultas).
- August 8, 2017 -- Police/Court Project – Site and Building Options
Council direction to proceed with design development for a two- story building design for a police station and municipal court building on the New Brooklyn Road site (Coultas) with the indoor firing range included.
- September 26, 2017 -- Police/Court Facility Budget Impacts
After Coultas site option rejected by owner, Council authorized the investigation of a private/public partnership for construction of the Police Facility.

- March 6, 2018 -- Police/Municipal Court Facility Update
Results of site investigations, project scoping and cost estimating for Yaquina and Harrison sites presented. Site selection moved to March 13, 2018 meeting.
- March 13, 2018 -- Police/Municipal Court Facility Site Selection
Council will hold an executive session prior to a more in-depth discussion with the design team. Further consideration will take place after the two remaining ward meetings.

V. City Council Meetings July 2018 – March 2019: Work to complete purchase and sale agreement for Harrison site.

- July 17, 2018 -- Update on Police/Municipal Court Facility
Authorization for City Manager to enter into letter of intent for acquisition of Harrison site forwarded to July 24 unfinished business.
- July 24, 2018 -- Authorization for City Manager to Pursue a Letter of Intent Related to the Acquisition of the Harrison Medical Center Building.
City Manager is authorized to pursue letter of intent to purchase Harrison Medical Center property.
- January 29, 2019 -- Consider Next Steps Related to Property Acquisition for Police Station and Municipal Court Project
City Manager is authorized to execute a letter of intent with Harrison Medical Center and/or CHI-Franciscan Health for the purchase of the Harrison Medical Center Building, located at 8804 Madison Avenue North.
- March 26, 2019 -- Purchase and Sale Agreement for Harrison Medical Building.
City Manager is authorized to execute the purchase and sale agreement for the Harrison Medical Center Building and site for a purchase price of \$8,975,000.

VI. City Council Meetings March 2019 - Current: Work on design and permitting for 8804 Madison property:

- September 24, 2019 -- Delegation Ordinance No. 2019-22 Relating to the Sale of \$8.0 Million in 2019 Limited Tax General Obligation Bonds
Appoint the Finance Director, or the Deputy City Manager or City Manager in the absence of the Finance Director, as the City's designated representative and authorize the designated representative to conduct the sale of bonds when the terms are deemed the most advantageous to the City.
- October 15, 2019 -- Police and Court Project Update and Sustainability Discussion
Status of design development was discussed for the new facility, as well as potential options for increasing sustainability goals for the project.
- December 10, 2019 -- Police and Court Project Update and Sustainability Discussion
Directed staff to return with analysis for increasing the project budget by \$800,000 to achieve LEED Gold certification.
- January 21, 2020 -- Police and Court Project Update and Sustainability Discussion
Directed the City Manager to bring back for Council consideration of approval a professional services agreement amendment to investigate and estimate LEED Silver status for the project.
- June 2, 2020 -- Police and Court Project Update and Sustainability Discussion
Council directed the City Manager to complete design and advertising for construction bids without pursuing LEED certification for the project. Council referred to the CCAC consideration of the Council making a commitment to seek a local offset of the amount of carbon that would have potentially been eliminated over time if the Council expended the resources to pursue LEED certification for that facility. The Council discussed a difference of approximately 64 metric tons between the facility as designed currently versus a facility that would achieve LEED certification.

Recent Outreach/Communications on Police-Court Project

Monthly COBI Connects

- March 2020: City finalizes \$9 million purchase of new Police-Court facility
- January 2020: Council requests analysis on Police-Court project budget increase for green building features
- December 2019: Police-court replacement project
- August 2019: Police-court building financing options
- July 2019: Funding options for new Police-Court facility
- May 2019: City moves forward with plans for new Police-Court facility

Weekly City Manager's Report

2020

- Aug. 28: Hearing Examiner approves Police-Court facility proposal
- Aug. 14: Police-Court project goes before Hearing Examiner for review
- June 5: Police-Court project moving forward with final design, Council to seek carbon footprint reductions
- May 29: City Council to continue sustainability discussion for Police-Court project
- May 21: Design Review Board recommends approval of Police-Court project
- Feb. 7: City finalizes \$9 million purchase of new Police-Court facility
- Jan. 24: Council requests consultant analysis on LEED certification for Police-Court project

2019

- Dec. 13: Council requests analysis on Police-Court project budget increase for green building features
- Nov. 15: Credit rating
- Oct. 11: Staff to provide update on Police-Court replacement project
- Aug. 30: Calendar item on Sept. 5 Planning Commission meeting
- July 12: Council moves ahead with financing options for new police-court building
- June 21: Announcement that Barry will be the project manager
- March 22: City Council to consider approval of purchase and sale agreement for the Harrison Medical Center Building

2018

- Aug. 3: Council moves forward with Harrison site for new Police-Court location

Bainbridge Community Broadcasting Podcast

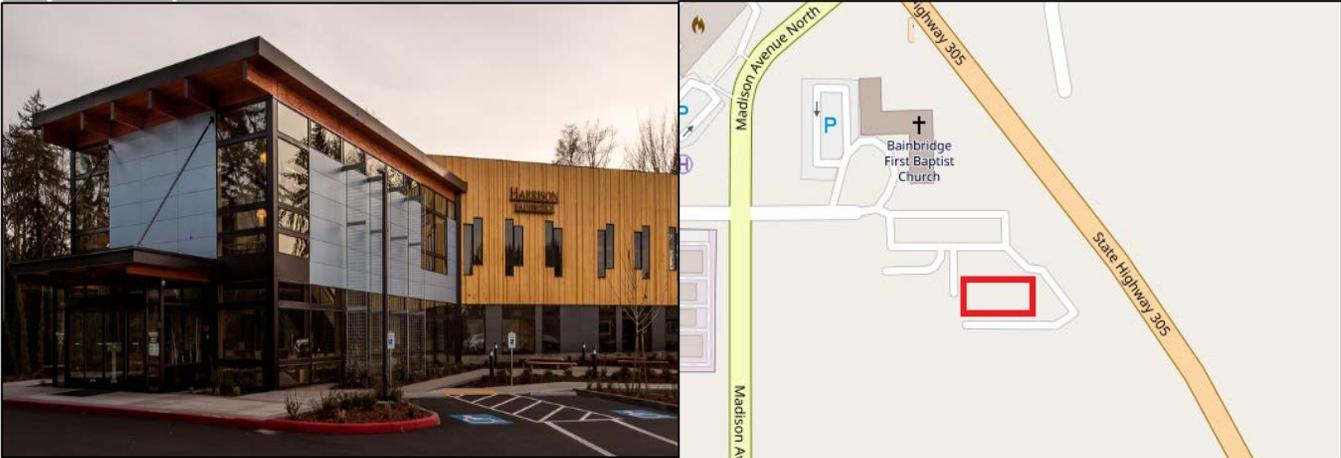
- November 2019: <https://www.bestofbcb.org/city-hall-leaders-discuss-key-current-issues/>
- April 2019: <https://www.bestofbcb.org/cafe-088-cobi-police-station-and-transportation/>

Project: Police and Municipal Court Building

Location: Harrison Building

00724

Project Description



Scope:

The project provides for a replacement Police Station and relocating the Municipal Court to the Harrison Medical Building. The site includes a 3.13-acre parcel and an existing two-story building with approximately 18,000 square feet of space.

Schedule Milestones:	2021 Q1	2021 Q2	2021 Q3	2021 Q4	2022 Q1
Purchase Building Jan 2020					
Dsgn & Permit: Q1 2020-Q1 2021					
Est. Start Construction: Q2 2021					
Est. End Construction Q1 2022					

Budget

Project Phase	Lifetime Budget	Encumbrances	Incurred to date	Actuals + Encumbrances	Budget Remaining
Renovation	8,258,270			-	8,258,270
Design	728,184	27,096	751,523	778,620	(50,436)
Permits	66,199		45,988	45,988	20,210
Furniture, Fixtures, Equipt	311,133			-	311,133
Contingency	966,214			-	966,214
Land and Bldg Purchase	8,975,000		8,983,427	8,983,427	(8,427)
Pre-Design	415,000		415,000	415,000	-
Administration	280,000		196,855	196,855	83,145

Capital Total	20,000,000	27,096	10,392,793	10,419,890	9,580,110
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Finance Cost Approximately \$500k per/year

Operating Costs Estimated \$100k per/year

Current Status

The City purchased the former Harrison Medical Building in January 2020. Project design and permitting in progress. Land Use permitting completed and building permit submitted In October 2020. Advertisement for construction bids planned in the first quarter of 2021.