



CITY OF  
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, JUNE 08, 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 and Guidelines for Providing Public Comment - City Clerk, 15 Minutes**  
[Instructions and Guidelines 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 **Consider Approval of Accounts Payable and Payroll,**  
[AP Report to Council of Cash Disbursements 06-09-21.pdf](#)

Council Report.pdf

- 6.C **Consider Approval of City Council Meeting Minutes,**  
City Council Study Session Minutes, May 18, 2021.pdf  
City Council Regular Business Meeting Minutes, May 25, 2021.pdf  
Joint City Council and Ethics Board Meeting Minutes, May 26, 2021.pdf
- 6.D **Consider Approval of Watershed Assessment for Manzanita Professional Services Agreement for Support Services in the Amount of \$187,000.00 – Public Works,**

Manzanita\_Professional Services Agreement.docx  
Attachment B.1-Scope of Work.pdf  
Attachment B.2-Budget.pdf  
Attachment B.3-Schedule.pdf  
DOE Manzanita Watershed Planning.pdf

## 7. FUTURE COUNCIL AGENDAS

- 7.A **(7:05 PM) Review Future Council Agendas,** 10 Minutes  
Council Agenda Topics for Upcoming Meetings 060821.pdf

## 8. PRESENTATION(S)

- 8.A **(7:15 PM) Present Annual Proclamation Declaring June 19, 2021 as the "Day to Celebrate Juneteenth 2021" - Mayor Nassar,** 5 Minutes  
Juneteenth Proclamation 2021.docx

## 9. PUBLIC HEARING(S)

- 9.A **(7:20 PM) Hold Public Hearing for Proposed Multifamily Tax Exemption Designation Areas - Planning,** 30 Minutes  
MFTE Memo.docx  
MFTE presentation.pptx  
Map of Greater Winslow Area  
Lynwood Center Area  
2019 Dept of Commerce MFTE Report  
PSRC Summary Multifamily Tax Exemption  
Resolution No. 2021-9-Relating to MFTE Designation Areas-Approved 052521.pdf  
Background PC Transmittal Message to Council
- 9.B **(7:50 PM) Hold Public Hearing for Ordinance No. 2021-17 Extending the Landmark Tree Ordinance and Consider Approval - Planning,** 10 Minutes  
Ordinance No. 2021-17 Extending Landmark Tree Regulations Winslow Area  
Exhibit B  
Exhibit A Work Plan

## 10. UNFINISHED BUSINESS

**10.A (8:00 PM) Consider Professional Services Agreement with the Kitsap Small Business Development Center in the Amount of \$10,000 - Executive, 10 Minutes**  
WWU\_SBDC\_PSA.docx

**10.B (8:10 PM) Introduction and Review of Draft Plastics Ordinance No. 2021-18 - Executive, 45 Minutes**  
Draft Plastics Ordinance No. 2021-18

## **11. NEW BUSINESS**

**11.A (8:55 PM) Consider Approval of SCADA Water & Sewer Telemetry Upgrades Contract Award of \$196,503.05, and a Budget Amendment in the amount of \$141,000.00 - Public Works, 10 Minutes**  
SCADA Contract.docx  
PM Memo\_051821.docx

**11.B (9:05 PM) Consider Appointments to the Climate Change Advisory Committee - Council, 5 Minutes**  
Broekhoff - CCAC (Redacted).pdf  
Cox - CCAC (Redacted).pdf  
Hansen - CCAC (Redacted).pdf  
Harmon - CCAC (Redacted).pdf  
Kydd - CCAC (Redacted).pdf  
Richard - CCAC (Redacted).pdf

**11.C (9:10 PM) Consider Appointments to the Planning Commission - Council, 10 Minutes**  
Birtley - Planning Commission (Redacted).pdf  
Mathews - Planning Commission (Redacted).pdf  
Neal - Planning Commission (Redacted).pdf  
Shapiro - Planning Commission (Redacted).pdf  
Stevens - Planning Commission (Redacted).pdf  
Subramanian - Planning Commission (Redacted).pdf  
Weise - Planning Commission (Redacted).pdf

**11.D (9:20 PM) Consider Appointments to the Design Review Board - Council, 5 Minutes**  
Clayton - DRB (Redacted).pdf  
Dunstan - DRB (Redacted).pdf

**11.E (9:25 PM) Consider Appropriation of \$100,000 from Transportation Benefit Fund to Support Engagement Activities Related to B.I. Ride - Executive, 20 Minutes**  
Resolution No. 2019-06, Directing Use of Additional Vehicle License Fee Revenue Approved 012219

## **12. COMMITTEE REPORTS - 9:45 PM**

## **13. FOR THE GOOD OF THE ORDER - 9:50 PM**

## **14. ADJOURNMENT - 10:00 PM**

## GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 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:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 15 Minutes

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

**SUMMARY:** The attached instructions and guidelines 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:**

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

**BACKGROUND:**

**ATTACHMENTS:**

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

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



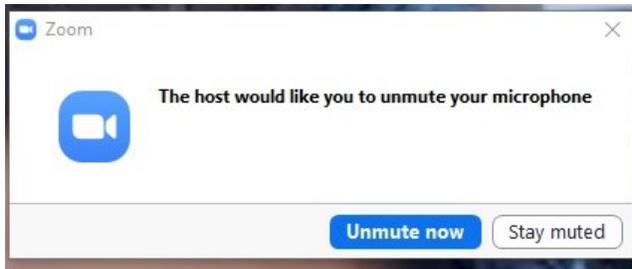
CITY OF  
BAINBRIDGE ISLAND

CITY CLERK'S OFFICE

Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at [council@bainbridgewa.gov](mailto:council@bainbridgewa.gov) or the City Clerk at [cityclerk@bainbridgewa.gov](mailto: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.

Excerpt from the Governance Manual regarding public comment:

## **5.6 Respect and Decorum**

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

### **5.6.1 Orderly Behavior and Civility in Remarks**

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

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

- (f) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.
- (g) Booing, hissing, or otherwise disrupting the comments of another speaker.
- (h) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, or any other words considered "fighting words" under constitutional law.
- (i) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

#### **5.6.2 Permission Required to Address the Council**

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



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 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 Meeting Minutes;
- D. Watershed Assessment for Manzanita Professional Services Agreement for Support Services in the Amount of \$187,000.00

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

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

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Consider Approval of 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:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[AP Report to Council of Cash Disbursements 06-09-21.pdf](#)

[Council Report.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: May 24, 2021 - June 07, 2021

CITY COUNCIL: May 25, 2021 - June 08, 2021

Last check from previous run: 356400 dated 05/26/2021 issued to WA State Dept of Commerce for \$1,040,473.20.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	5/25/21	437	WA State DOR/Excise taxes - April 2021	20,832.33
ACH	5/25/21	438	COBI/Utility billing - May 2021	1,654.14
ACH	5/25/21	439	WA State DOL/Firearm permits - May 2021	579.00
ACH	5/25/21	440	US Bank/Debt service payments - June 2021	585,925.00
VOID	6/9/21	356488	Island Fitness/Incorrect remittance info - void and reprint	N/A
Manual	5/26/21	356401	FIN/AGA/Huish Dues 2021-2022	105.00
Manual	5/26/21	356402	POL,IT/AT&T Firstnet/Wireless charges - May 2021	2,269.92
Manual	5/26/21	356403	Centurylink/Weaver PRV water telemetry - May 2021	58.32
Manual	5/26/21	356404	ENG/Kelley Connect/Copier lease	400.04
Manual	5/26/21	356405	Puget Sound Energy/Green Power contract - May 2021	812.00
Manual	5/26/21	356406	EX,ENG/Sound Repro/Name plates, annual drainage plan printouts	580.36
Manual	5/26/21	356407	PW/Toshiba/Coper lease	305.05
Manual	6/2/21	356408	WA Water Service/Decant facility water	152.82
Manual	6/2/21	356409	Allstream/Citywide phone services - June 2021	780.70
Manual	6/2/21	356410	Centurylink/Citywide telemetry & fax services - May 2021	3,046.97
Manual	6/2/21	356411	PW/Silke Communications/Radio programming	698.69
Manual	6/2/21	356412	POL/Toshiba/Copier lease	318.92
Manual	6/2/21	356413	PW/Whistle Workwear/Rain jackets	538.04

<b>Total Manual Checks and Electronic Disbursements</b>	<b>619,057.30</b>
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Regular Run	5/26/21	356414-356580	<b>Total Regular Check Run</b>	<b>450,441.84</b>
<b>Total Disbursements</b>				<b>1,069,499.14</b>

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

6/3/2021

Date

EFT-EXCISE  
 APRIL 2021  
 6/2/2021



06/02/2021 10:09  
 cfreitas

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		
437	05/25/2021	MANL	124 WA ST DEPT OF REVENU	248307	APR21	04/30/2021	EFT-0421	20,832.33
	Invoice: APR21					APRIL 2021 EXCISE		
				79.49	91411341	553000	FINANCE - WATER EXTRNL TAXES	
				123.36	91421351	553000	FINANCE - SEWER - EXTRNL TAXES	
				4,472.97	91421351	553000	FINANCE - SEWER - EXTRNL TAXES	
				3.85	91411341	553000	FINANCE - WATER EXTRNL TAXES	
				15,942.92	91431383	553000	FINANCE - SSWM - EXTRNL TAXES	
				3,148.74	91411341	553000	FINANCE - WATER EXTRNL TAXES	
				458.54	91421351	553000	FINANCE - SEWER - EXTRNL TAXES	
				-3,148.74	91411341	553000	FINANCE - WATER EXTRNL TAXES	
				-458.54	91421351	553000	FINANCE - SEWER - EXTRNL TAXES	
				193.59	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY	
				16.15	63470586	544000	CUR-DEV-ZONING-ADV	
						CHECK	437 TOTAL:	20,832.33
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	20,832.33
					TOTAL MANUAL CHECKS	COUNT	AMOUNT	
						1	20,832.33	
							*** GRAND TOTAL ***	20,832.33

06/02/2021 10:09  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL  
JOURNAL ENTRIES TO BE CREATED

P 2  
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CLERK: cfreitas

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	5	365									
APP	401-213000		05/25/2021	EFT-0421	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		83.34	
APP	635-111100		05/25/2021	EFT-0421	EXCISE			CASH AP CASH DISBURSEMENTS JOURNAL			20,832.33
APP	402-213000		05/25/2021	EFT-0421	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,596.33	
APP	403-213000		05/25/2021	EFT-0421	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		15,942.92	
APP	101-213000		05/25/2021	EFT-0421	EXCISE			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		193.59	
APP	407-213000		05/25/2021	EFT-0421	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		16.15	
GENERAL LEDGER TOTAL										20,832.33	20,832.33
APP	631-130000		05/25/2021	EFT-0421	EXCISE			DUE TO/FROM CLEARING		20,832.33	
APP	401-130000		05/25/2021	EFT-0421	EXCISE			DUE TO/FROM CLEARING			83.34
APP	402-130000		05/25/2021	EFT-0421	EXCISE			DUE TO/FROM CLEARING			4,596.33
APP	403-130000		05/25/2021	EFT-0421	EXCISE			DUE TO/FROM CLEARING			15,942.92
APP	101-130000		05/25/2021	EFT-0421	EXCISE			STREETS - DUE TO/FROM CLEARING			193.59
APP	407-130000		05/25/2021	EFT-0421	EXCISE			DUE TO/FROM CLEARING			16.15
SYSTEM GENERATED ENTRIES TOTAL										20,832.33	20,832.33
JOURNAL 2021/05/365 TOTAL										41,664.66	41,664.66

06/02/2021 10:09  
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A/P CASH DISBURSEMENTS JOURNAL  
JOURNAL ENTRIES TO BE CREATED

P 3  
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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101 STREET FUND 101-130000 101-213000	2021 5	365	05/25/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	193.59	193.59
				FUND TOTAL	193.59	193.59
401 WATER OPERATING FUND 401-130000 401-213000	2021 5	365	05/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	83.34	83.34
				FUND TOTAL	83.34	83.34
402 SEWER OPERATING FUND 402-130000 402-213000	2021 5	365	05/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,596.33	4,596.33
				FUND TOTAL	4,596.33	4,596.33
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 5	365	05/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	15,942.92	15,942.92
				FUND TOTAL	15,942.92	15,942.92
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 5	365	05/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16.15	16.15
				FUND TOTAL	16.15	16.15
631 CLEARING FUND 631-130000 635-111100	2021 5	365	05/25/2021	DUE TO/FROM CLEARING CASH	20,832.33	20,832.33
				FUND TOTAL	20,832.33	20,832.33

06/02/2021 10:09  
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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
101	STREET FUND		193.59
401	WATER OPERATING FUND		83.34
402	SEWER OPERATING FUND		4,596.33
403	STORM & SURFACE WATER FUND		15,942.92
407	BUILDING & DEVELOPMENT FUND		16.15
631	CLEARING FUND		
		20,832.33	
TOTAL		20,832.33	20,832.33

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

ACH-UB  
MAY 2021  
5/25/2021



06/02/2021 10:10  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
438	05/25/2021	MANL	103 CITY OF BAINBRIDGE I	248308	13005MAY21	05/01/2021	ACH-UB05	14.81
	Invoice: 13005MAY21					309 SHANNON DR GG-C/E-PARKS-WTR/SWR		
				14.81	91011768 547500			
	Invoice: 13006MAY21					309 SHANNON DR DOCK3 GG-C/E-PARKS-WTR/SWR	ACH-UB05	381.77
				381.77	91011768 547500			
	Invoice: 10461MAY21					289 SHANNON DR GG-C/E-PARKS-WTR/SWR	ACH-UB05	615.17
				615.17	91011768 547500			
	Invoice: 10463MAY21					370 BRIEN DR GG-C/E-COMMONS-WTR/SWR	ACH-UB05	330.95
				330.95	91011755 547500			
	Invoice: 10464MAY21					402 BRIEN DR GG-C/E-COMMONS-WTR/SWR	ACH-UB05	296.63
				296.63	91011755 547500			
	Invoice: 11573MAY21					5350 CREOSOTE PL NE GG-C/E-PARKS-WTR/SWR	ACH-UB05	14.81
				14.81	91011768 547500			
						CHECK	438 TOTAL:	1,654.14
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		1,654.14
						COUNT	AMOUNT	
				TOTAL MANUAL CHECKS		1	1,654.14	
							*** GRAND TOTAL ***	1,654.14

06/02/2021 10:10  
cfreitas

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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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	5	366									
APP	001-213000		05/25/2021	ACH-UB05	UB			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,654.14	
APP	635-111100		05/25/2021	ACH-UB05	UB			CASH AP CASH DISBURSEMENTS JOURNAL			1,654.14
GENERAL LEDGER TOTAL										1,654.14	1,654.14
APP	631-130000		05/25/2021	ACH-UB05	UB			DUE TO/FROM CLEARING		1,654.14	
APP	001-130000		05/25/2021	ACH-UB05	UB			GENERAL - DUE TO/FROM CLEARING			1,654.14
SYSTEM GENERATED ENTRIES TOTAL										1,654.14	1,654.14
JOURNAL 2021/05/366 TOTAL										3,308.28	3,308.28

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CITY OF BAINBRIDGE ISLAND  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 5	366	05/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	1,654.14	1,654.14
				FUND TOTAL	1,654.14	1,654.14
631 CLEARING FUND 631-130000 635-111100	2021 5	366	05/25/2021	DUE TO/FROM CLEARING CASH	1,654.14	1,654.14
				FUND TOTAL	1,654.14	1,654.14

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FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,654.14
631	CLEARING FUND	1,654.14	
	TOTAL	1,654.14	1,654.14

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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		
439	05/25/2021	MANL	969 DEPARTMENT OF LICENS	248314	MAY21 FA	05/21/2021	ACH-FA05	579.00
	Invoice: MAY21 FA			579.00	41654860 586000	MAY 2021 CPL GUN PERMIT OUT		
						CHECK	439 TOTAL:	579.00
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		579.00
						COUNT	AMOUNT	
				TOTAL MANUAL CHECKS		1	579.00	
							*** GRAND TOTAL ***	579.00

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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	5	367									
APP	650-213000		05/25/2021	ACH-FA05	CPL			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		579.00	
APP	635-111100		05/25/2021	ACH-FA05	CPL			CASH AP CASH DISBURSEMENTS JOURNAL			579.00
GENERAL LEDGER TOTAL										579.00	579.00
APP	631-130000		05/25/2021	ACH-FA05	CPL			DUE TO/FROM CLEARING		579.00	
APP	650-130000		05/25/2021	ACH-FA05	CPL			DUE TO/FROM CLEARING			579.00
SYSTEM GENERATED ENTRIES TOTAL										579.00	579.00
JOURNAL 2021/05/367 TOTAL										1,158.00	1,158.00

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND 631-130000 635-111100	2021 5	367	05/25/2021	DUE TO/FROM CLEARING CASH	579.00	579.00
				FUND TOTAL	579.00	579.00
650 AGENCY FUND 650-130000 650-213000	2021 5	367	05/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	579.00	579.00
				FUND TOTAL	579.00	579.00

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FUND	DUE TO	DUE FROM
631 CLEARING FUND	579.00	
650 AGENCY FUND		579.00
	TOTAL	
	579.00	579.00

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ACH-DEBT SERVICE  
 JUNE 2021  
 6/1/2021



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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			
440	06/01/2021	MANL	8330 US BANK	248316	1751221	04/09/2021		ACH-0621	34,800.00
Invoice: 1751221				34,800.00	91247289 783000	BAIUTGOREF13 DEBT SVC INT ONLY 2013 REFI-INTEREST			
Invoice: 1751672				248317	1751672	04/09/2021		ACH-0621	59,000.00
Invoice: 1752009				59,000.00	91422923 78300000086	BAIGOIMREF11 DEBT SVC INT ONLY WWTP 2011 LTGO & 2PWTF INT EXP			
Invoice: 1752038				248318	1752009	04/09/2021		ACH-0621	359,700.00
Invoice: 1752038				310,000.00	91249176 771000	BAILTGOREF19 DEBT SVC P&I 2019 REF BONDS-PRINCIPAL			
Invoice: 1752038				49,700.00	91249276 783000	2019 REF BONDS-INTEREST			
Invoice: 1752038				248319	1752038	04/09/2021		ACH-0621	132,425.00
Invoice: 1752038				132,425.00	91248221 78300000724	BAILTGO2019 DEBT SVC INT ONLY PD/COURT BLDG-INTEREST			

CHECK      440 TOTAL:      585,925.00

NUMBER OF CHECKS    1      \*\*\* CASH ACCOUNT TOTAL \*\*\*      585,925.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	585,925.00

\*\*\* GRAND TOTAL \*\*\*      585,925.00

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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	6		16								
APP	201-213000		06/01/2021	ACH-0621		DBTSVC		ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		526,925.00	
APP	635-111100		06/01/2021	ACH-0621		DBTSVC		CASH AP CASH DISBURSEMENTS JOURNAL			585,925.00
APP	402-213000		06/01/2021	ACH-0621		DBTSVC		ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		59,000.00	
GENERAL LEDGER TOTAL										585,925.00	585,925.00
APP	631-130000		06/01/2021	ACH-0621		DBTSVC		DUE TO/FROM CLEARING		585,925.00	
APP	201-130000		06/01/2021	ACH-0621		DBTSVC		DUE TO/FROM CLEARING			526,925.00
APP	402-130000		06/01/2021	ACH-0621		DBTSVC		DUE TO/FROM CLEARING			59,000.00
SYSTEM GENERATED ENTRIES TOTAL										585,925.00	585,925.00
JOURNAL 2021/06/16 TOTAL										1,171,850.00	1,171,850.00

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
201	GO BOND FUND	2021	6	16	06/01/2021			
	201-130000					DUE TO/FROM CLEARING		526,925.00
	201-213000					ACCOUNTS PAYABLE	526,925.00	
						FUND TOTAL	526,925.00	526,925.00
402	SEWER OPERATING FUND	2021	6	16	06/01/2021			
	402-130000					DUE TO/FROM CLEARING		59,000.00
	402-213000					ACCOUNTS PAYABLE	59,000.00	
						FUND TOTAL	59,000.00	59,000.00
631	CLEARING FUND	2021	6	16	06/01/2021			
	631-130000					DUE TO/FROM CLEARING	585,925.00	
	635-111100					CASH		585,925.00
						FUND TOTAL	585,925.00	585,925.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
201	GO BOND FUND		526,925.00
402	SEWER OPERATING FUND		59,000.00
631	CLEARING FUND	585,925.00	
TOTAL		585,925.00	585,925.00

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VOID  
6/2/2021



*Paul R. Shaw*

6/2/2021

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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										
356488	06/09/2021	VOID	5808 BAINBRIDGE ISLAND	TU 248467	2021-SBG	05/31/2021				-5,000.00
Invoice: 2021-SBG						BI COVID SMALL BUS. GRANT				
						COVID19-BUSINESS GRANTS				

WRONG REMIT SELECTED. VOIDED AND  
UPDATED INVOICE TO CORRECT REMIT AND  
REPRINTED PAYMENT.

CHECK 356488 TOTAL: -5,000.00

NUMBER OF CHECKS 1 \*\*\* CASH ACCOUNT TOTAL \*\*\* -5,000.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	5,000.00

\*\*\* GRAND TOTAL \*\*\* -5,000.00

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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	6		27								
APP	001-213000		06/09/2021	356488	VOID			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			5,000.00
APP	635-111100		06/09/2021	356488	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		5,000.00	
GENERAL LEDGER TOTAL										5,000.00	5,000.00
APP	631-130000		06/09/2021	06/06/21	VOID			DUE TO/FROM CLEARING			5,000.00
APP	001-130000		06/09/2021	06/06/21	VOID			GENERAL - DUE TO/FROM CLEARING		5,000.00	
SYSTEM GENERATED ENTRIES TOTAL										5,000.00	5,000.00
JOURNAL 2021/06/27 TOTAL										10,000.00	10,000.00

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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 6	27	06/09/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	5,000.00	5,000.00
				FUND TOTAL	5,000.00	5,000.00
631 CLEARING FUND 631-130000 635-111100	2021 6	27	06/09/2021	DUE TO/FROM CLEARING CASH	5,000.00	5,000.00
				FUND TOTAL	5,000.00	5,000.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		5,000.00
631	CLEARING FUND	5,000.00	
TOTAL		5,000.00	5,000.00

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356401	05/26/2021	PRTD	6807 ASSOCIATION OF GOVER	248305	144262-2021	03/31/2021	M052621	105.00
	Invoice: 144262-2021			105.00	41011141 549100	FIN/2021-2022 DUES: HUIISH FIN-C/E-DUES, SUBS, MEMBERSHIPS		
						CHECK	356401 TOTAL:	105.00
356402	05/26/2021	PRTD	6420 AT&T MOBILITY	248298	287287004732X051921	05/19/2021	M052621	2,269.92
	Invoice: 287287004732X051921			62.22	91011189 542100	POL, IT/WIRELESS CHARGES		
				2,207.70	91011215 542100	GG-C/E-CITY HALL-PHONE GG-C/E-PD-PHONE		
						CHECK	356402 TOTAL:	2,269.92
356403	05/26/2021	PRTD	551 CENTURYLINK	248299	6124MAY21	05/16/2021	M052621	58.32
	Invoice: 6124MAY21			58.32	91411891 542100	WEAVER PRV WATER TELEM GG-WTR-FAC-PHONE		
						CHECK	356403 TOTAL:	58.32
356404	05/26/2021	PRTD	1971 KELLEY CONNECT	248301	29238954	04/30/2021	M052621	400.04
	Invoice: 29238954			400.04	72011321 545000	ENG/COPIER LEASE ENG - C/E ADMIN RENTS & LEASES		
						CHECK	356404 TOTAL:	400.04
356405	05/26/2021	PRTD	1205 PUGET SOUND ENERGY	248300	220001162	05/18/2021	M052621	812.00
	Invoice: 220001162			812.00	91011189 547101	MAY21 GREEN POWER CONTRACT ELECTRIC-GREEN POWER		
						CHECK	356405 TOTAL:	812.00
356406	05/26/2021	PRTD	601 SOUND REPROGRAPHICS	248302	83048	03/19/2021	M052621	13.12
	Invoice: 83048			6.56	31011131 531100	EX, LEGAL/NAME PLATES		
				6.56	32011152 531100	EX-GF-SUPPLIES LGL-GF-SUPPLIES		
	Invoice: 83537			248306	83537	04/21/2021	M052621	567.24
				567.24	72431835 53110001058	ENG/ANNUAL DRAINAGE PLAN 2020 ANNUAL DRAINAGE PROJ-SUPL		
						CHECK	356406 TOTAL:	580.36
356407	05/26/2021	PRTD	6714 TOSHIBA FINANCIAL SE	248303	29324091	05/14/2021	M052621	305.05
	Invoice: 29324091			305.05	73637891 545000	PW/COPIER LEASE RENTS & LEASES - OPERATING		

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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	356407	TOTAL:	305.05
356408	05/26/2021	PRTD	5271 WASHINGTON WATER SER	248304	4815979187-MAY21	05/17/2021	M052621	152.82
			Invoice: 4815979187-MAY21			DECANT FACILITY WATER		
				152.82	91435838	547500	GG-DECANT-WATER/SEWER	
					CHECK	356408	TOTAL:	152.82
				NUMBER OF CHECKS	8	*** CASH ACCOUNT TOTAL ***		4,683.51
					<u>COUNT</u>	<u>AMOUNT</u>		
				TOTAL PRINTED CHECKS	8	4,683.51		
						*** GRAND TOTAL ***		4,683.51

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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	5	299									
APP	001-213000		05/26/2021	M052621	052621			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,600.08	
APP	635-111100		05/26/2021	M052621	052621			CASH AP CASH DISBURSEMENTS JOURNAL			4,683.51
APP	401-213000		05/26/2021	M052621	052621			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		58.32	
APP	403-213000		05/26/2021	M052621	052621			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		720.06	
APP	631-213000		05/26/2021	M052621	052621			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		305.05	
GENERAL LEDGER TOTAL										4,683.51	4,683.51
APP	631-130000		05/26/2021	M052621	052621			DUE TO/FROM CLEARING		4,378.46	
APP	001-130000		05/26/2021	M052621	052621			GENERAL - DUE TO/FROM CLEARING			3,600.08
APP	401-130000		05/26/2021	M052621	052621			DUE TO/FROM CLEARING			58.32
APP	403-130000		05/26/2021	M052621	052621			DUE TO/FROM CLEARING			720.06
SYSTEM GENERATED ENTRIES TOTAL										4,378.46	4,378.46
JOURNAL 2021/05/299 TOTAL										9,061.97	9,061.97

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 5	299	05/26/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	3,600.08	3,600.08
				FUND TOTAL	3,600.08	3,600.08
401 WATER OPERATING FUND 401-130000 401-213000	2021 5	299	05/26/2021	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 5	299	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	720.06	720.06
				FUND TOTAL	720.06	720.06
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 5	299	05/26/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	4,378.46 305.05	4,683.51
				FUND TOTAL	4,683.51	4,683.51

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		3,600.08
401	WATER OPERATING FUND		58.32
403	STORM & SURFACE WATER FUND		720.06
631	CLEARING FUND		
		4,378.46	
	TOTAL	4,378.46	4,378.46

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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		
356409	06/02/2021	PRTD	8672 ALLSTREAM	248538	17521389	06/01/2021	M060221	780.70
	Invoice: 17521389			780.70	41637891	542100	CITYWIDE PHN SVCS FIN - ALLOC TELEPHONE	
							CHECK 356409 TOTAL:	780.70
356410	06/02/2021	PRTD	551 CENTURYLINK	248539	0399MAY21	05/23/2021	M060221	3,046.97
	Invoice: 0399MAY21			1,565.74	91425358	542100	CITYWIDE TELEMETRY & FAX SERVICE	
				850.60	91411891	542100	GG-WWTP-TELEPHONE/FAX	
				79.34	91011755	542100	GG-WTR-FAC-PHONE	
				162.44	91011189	542100	GG-C/E-COMMONS-PHONE	
				247.43	91011897	542100	GG-C/E-CITY HALL-PHONE	
				77.02	91011255	542100	GG-C/E-O&M YARD FAC-PHONE	
				64.40	91011215	542100	GG-C/E-COURT BLDG-PHONE	
							CHECK 356410 TOTAL:	3,046.97
356411	06/02/2021	PRTD	9584 SILKE COMMUNICATIONS	248525	105477	02/25/2021	M060221	698.69
	Invoice: 105477			698.69	73011151	548100	PW/RADIO PROGRAMMING O&M-C/E-PD FLEET-REPAIRS	
							CHECK 356411 TOTAL:	698.69
356412	06/02/2021	PRTD	6714 TOSHIBA FINANCIAL SE	248526	29324092	05/14/2021	M060221	318.92
	Invoice: 29324092			318.92	51011211	545000	POL/COPIER LEASE PD-C/E-ADMIN RENTS/LEASE	
							CHECK 356412 TOTAL:	318.92
356413	06/02/2021	PRTD	8759 WHISTLE WORKWEAR	248527	213976	11/10/2020	M060221	538.04
	Invoice: 213976			538.04	73637891	531100	PW/RAIN HACKETS OFFICE SUPPLIES	
							CHECK 356413 TOTAL:	538.04

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NUMBER OF CHECKS      5                      \*\*\* CASH ACCOUNT TOTAL \*\*\*                      5,383.32

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	5	5,383.32

\*\*\* GRAND TOTAL \*\*\*                      5,383.32

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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	6		22								
APP	631-213000		06/02/2021	M060221	060221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,318.74	
APP	635-111100		06/02/2021	M060221	060221			CASH AP CASH DISBURSEMENTS JOURNAL			5,383.32
APP	402-213000		06/02/2021	M060221	060221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,565.74	
APP	401-213000		06/02/2021	M060221	060221			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		850.60	
APP	001-213000		06/02/2021	M060221	060221			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,648.24	
GENERAL LEDGER TOTAL										5,383.32	5,383.32
APP	631-130000		06/02/2021	M060221	060221			DUE TO/FROM CLEARING		4,064.58	
APP	402-130000		06/02/2021	M060221	060221			DUE TO/FROM CLEARING			1,565.74
APP	401-130000		06/02/2021	M060221	060221			DUE TO/FROM CLEARING			850.60
APP	001-130000		06/02/2021	M060221	060221			GENERAL - DUE TO/FROM CLEARING			1,648.24
SYSTEM GENERATED ENTRIES TOTAL										4,064.58	4,064.58
JOURNAL 2021/06/22 TOTAL										9,447.90	9,447.90

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 6	22	06/02/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	1,648.24	1,648.24
				FUND TOTAL	1,648.24	1,648.24
401 WATER OPERATING FUND 401-130000 401-213000	2021 6	22	06/02/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	850.60	850.60
				FUND TOTAL	850.60	850.60
402 SEWER OPERATING FUND 402-130000 402-213000	2021 6	22	06/02/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,565.74	1,565.74
				FUND TOTAL	1,565.74	1,565.74
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 6	22	06/02/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	4,064.58 1,318.74	5,383.32
				FUND TOTAL	5,383.32	5,383.32

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FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,648.24
401	WATER OPERATING FUND		850.60
402	SEWER OPERATING FUND		1,565.74
631	CLEARING FUND		
		4,064.58	
	TOTAL	4,064.58	4,064.58

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



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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		
356414	06/09/2021	PRTD	5 ACE HARDWARE	248320	48742/1	05/17/2021	06/06/21	42.49
	Invoice: 48742/1			42.49	73411345	531100	PW/SHOP TOWELS, ISOPROPYL OFFICE SUPPLIES	
	Invoice: 48772/1			248321	48772/1	05/21/2021	06/06/21	31.60
				31.60	73111427	531100	PW/BRASS COUPLING SET OFFICE SUPPLIES	
							CHECK 356414 TOTAL:	74.09
356415	06/09/2021	PRTD	7994 PENINSULA SERVICES	248322	97470	04/30/2021	06/06/21	32.00
	Invoice: 97470			32.00	21011125	541100	CRT/MOBILE SHREDDING COURT - PROFESSIONAL SERVICES	
	Invoice: 97471			248489	97471	04/30/2021	06/06/21	64.00
				64.00	51011211	541100	POL/MOBILE SHREDDING PD-C/E-ADM-PROF SVCS	
							CHECK 356415 TOTAL:	96.00
356416	06/09/2021	PRTD	8991 ALLIANCE 2020, INC	248490	582844	05/31/2021	06/06/21	351.70
	Invoice: 582844			351.70	33011161	541100	HR/BACKGROUND CHECKS HR-C/E-PROF SVCS	
							CHECK 356416 TOTAL:	351.70
356417	06/09/2021	PRTD	4710 ASSOCIATED PETROLEU	248323	0330887-IN	05/04/2021	06/06/21	393.96
	Invoice: 0330887-IN			393.96	73638893	532000	PW/119 GAL DIESEL O&M-FUEL USE-ALLOCATION	
	Invoice: 0330888-IN			248324	0330888-IN	05/04/2021	06/06/21	472.53
				472.53	73638932	532000	PW/160 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
	Invoice: 0331034-IN			248325	0331034-IN	05/04/2021	06/06/21	172.95
				172.95	73638893	532000	PW/50 GAL DIESEL: 40 REG/10 BIO O&M-FUEL USE-ALLOCATION	
	Invoice: 0331714-IN			248326	0331714-IN	05/06/2021	06/06/21	630.19
				630.19	73638893	532000	PW/208 GAL DIESEL O&M-FUEL USE-ALLOCATION	
	Invoice: 0331715-IN			248327	0331715-IN	05/06/2021	06/06/21	665.28
				665.28	73638932	532000	PW/225 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
	Invoice: 0333333-IN			248328	0333333-IN	05/11/2021	06/06/21	1,244.38
				1,244.38	73638932	532000	PW/400 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	

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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: 0334458-IN				248329	0334458-IN	05/13/2021	06/06/21	490.51
				490.51	73638893 532000	PW/151.5 GAL DIESEL O&M-FUEL USE-ALLOCATION		
Invoice: 0334459-IN				248330	0334459-IN	05/13/2021	06/06/21	549.44
				549.44	73638932 532000	PW/188 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS		
Invoice: 033615-IN				248540	033615-IN	05/18/2021	06/06/21	508.89
				508.89	73638932 532000	PW/172 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS		
Invoice: 0337361-IN				248541	0337361-IN	05/20/2021	06/06/21	605.99
				605.99	73638932 532000	PW/207 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS		
Invoice: 0337373-IN				248542	0337373-IN	05/20/2021	06/06/21	613.24
				613.24	73638893 532000	PW/199.5 GAL DIESEL O&M-FUEL USE-ALLOCATION		
						CHECK	356417 TOTAL:	6,347.36
356418 06/09/2021 PRTD		7821	ARAMARK	248331	512000032981	04/08/2021	06/06/21	60.58
Invoice: 512000032981				60.58	73638893 589310	PW/LAUNDRY SERVICES LAUNDRY SERVICES		
Invoice: 512000051989				248332	512000051989	05/06/2021	06/06/21	60.58
				60.58	73638893 589310	PW/LAUNDRY SERVICES LAUNDRY SERVICES		
						CHECK	356418 TOTAL:	121.16
356419 06/09/2021 PRTD		2138	ASPECT CONSULTING LL	248334	41057	05/18/2021	06/06/21	1,001.00
Invoice: 41057				1,001.00	73011317 54110000812	SUYEMATSU SOIL & GROUNDWATER I SUYEMATSU FUEL RMV - PROF SVC		
						CHECK	356419 TOTAL:	1,001.00
356420 06/09/2021 PRTD		9728	FORECOURT, INC.	248464	2021-SBG	05/31/2021	06/06/21	5,000.00
Invoice: 2021-SBG				5,000.00	31011252 54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS		
						CHECK	356420 TOTAL:	5,000.00
356421 06/09/2021 PRTD		4473	BAINBRIDGE CINEMAS L	248448	2021-SBG	05/31/2021	06/06/21	5,000.00
Invoice: 2021-SBG				5,000.00	31011252 54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS		

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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	356421	TOTAL:	5,000.00
356422	06/09/2021	PRTD	8269 BAINBRIDGE EVENT REN	248449	2021-SBG	05/31/2021	06/06/21	5,000.00
			Invoice: 2021-SBG			BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
					CHECK	356422	TOTAL:	5,000.00
356423	06/09/2021	PRTD	9574 BAINBRIDGE LANDING L	248291	94095	05/20/2021	06/06/21	318.85
			Invoice: 94095			UB 13254 738 HANAMI LANE NE		
				107.49	411	122100	WATER ACCOUNTS RECEIVABLE	
				107.44	411	122100	WATER ACCOUNTS RECEIVABLE	
				103.92	411	122100	WATER ACCOUNTS RECEIVABLE	
					CHECK	356423	TOTAL:	318.85
356424	06/09/2021	PRTD	55 SOUND PUBLISHING, IN	248335	8023982-2564916	04/30/2021	06/06/21	125.00
			Invoice: 8023982-2564916			CC/CITIZEN ADV GROUPS		
				125.00	11011113	544000	COUNCIL - LEGAL NOTICES	
			Invoice: 8023982-2565308			248336	8023982-2565308	625.00
				625.00	31011283	54110001069	EX/THANK YOU TO VOLUNTEERS COVID19-IMMUNIZATION-PROF SVCS	
			Invoice: 8023982-2566395			248337	8023982-2566395	950.00
				950.00	11011113	544000	CC/PLANNING COMMISSION COUNCIL - LEGAL NOTICES	
			Invoice: 8023982-2572698			248338	8023982-2572698	125.00
				125.00	11011113	544000	CC/CITIZEN ADV GROUPS COUNCIL - LEGAL NOTICES	
			Invoice: 8023982-2572701			248339	8023982-2572701	125.00
				125.00	11011113	544000	CC/GRANT COMMITTEE COUNCIL - LEGAL NOTICES	
					CHECK	356424	TOTAL:	1,950.00
356425	06/09/2021	PRTD	5412 BENEFIT ADMINISTRATI	248491	2105509	05/24/2021	06/06/21	249.70
			Invoice: 2105509			HSA/FSA CARD SERVICES: MAY		
				23.78	21011125	520000	COURT - BENEFITS	
				35.67	31011131	520000	EX-GF-BEN	
				35.67	41011141	520000	FIN - C/E ADMIN BENEFITS	
				23.78	51011211	520000	PD-C/E ADMIN-BENEFITS	
				35.67	61011581	520000	PCD - C/E ADMIN BENEFITS	
				83.23	71011321	520000	PW - C/E BENEFITS	
				11.90	81011881	520000	IT - C/E ADMIN BENEFITS	

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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	356425	TOTAL:	249.70
356426	06/09/2021	PRTD	9719 BAINBRIDGE ISLAND BR	248450	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG					BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
					CHECK	356426	TOTAL:	5,000.00
356427	06/09/2021	PRTD	45 BAINBRIDGE ISLAND CH	248495	17079	05/27/2021	06/06/21	7,609.18
	Invoice: 17079					2020 LTAC (TOURISM MARKETING)		
				7,609.18	91140573	541100	GG-TOUR-PROF SERVICES	
					CHECK	356427	TOTAL:	7,609.18
356428	06/09/2021	PRTD	7178 BAINBRIDGE ISL CHILD	248451	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG					BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
					CHECK	356428	TOTAL:	5,000.00
356429	06/09/2021	PRTD	971 BAINBRIDGE ISLAND HI	248496	975	04/05/2021	06/06/21	3,000.00
	Invoice: 975					2020-21 CULTURAL FUNDING: OPER		
				3,000.00	31011732	54110000297	EX-GF-CULTURAL ARTS & SCIENCES	
					CHECK	356429	TOTAL:	3,000.00
356430	06/09/2021	PRTD	7696 BAINBRIDGE ISLAND MU	248452	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG					BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
					CHECK	356430	TOTAL:	5,000.00
356431	06/09/2021	PRTD	64 BAINBRIDGE ISLAND AR	248453	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG					BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
					CHECK	356431	TOTAL:	5,000.00
356432	06/09/2021	PRTD	9720 BLINX CLOTHING, LLC	248454	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG					BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	

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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 356432 TOTAL:	5,000.00
356433	06/09/2021	PRTD	9752 BLOMQUIST MARINE SUR	248340	601309128		05/26/2021 06/06/21	5.00
	Invoice: 601309128			5.00	01131	316100	B&O PENALTY REFUND B&O TAX	
							CHECK 356433 TOTAL:	5.00
356434	06/09/2021	PRTD	1341 BLUE SKY PRINTING	248528	4182		06/01/2021 06/06/21	43.76
	Invoice: 4182			43.76	51011211	531100	POL/BUS CARDS: WEISS PD-C/E-ADM-SUPPLIES	
							CHECK 356434 TOTAL:	43.76
356435	06/09/2021	PRTD	4904 BOSTEC INC	248497	43480		05/24/2021 06/06/21	107.91
	Invoice: 43480			107.91	53011212	531100	POL/TESTING SUPPLIES: PBT PD-C/E-PATROL SUPPLIES	
							CHECK 356435 TOTAL:	107.91
356436	06/09/2021	PRTD	4901 BRABER EQUIPMENT	248341	401317		05/04/2021 06/06/21	1,367.02
	Invoice: 401317			1,367.02	73637958	531100	PW/BLADES, NUTS & BOLTS ROADSIDE MOWER ALLOC-SUPPLIES	
							CHECK 356436 TOTAL:	1,367.02
356437	06/09/2021	PRTD	8595 BRUCE TITUS FORD, IN	248498	67108510-A		04/28/2021 06/06/21	33.85
	Invoice: 67108510-A			33.85	53011212	531100	INV 67108510 REMAINING BAL PD-C/E-PATROL SUPPLIES	
							CHECK 356437 TOTAL:	33.85
356438	06/09/2021	PRTD	9721 CALICO TOY SHOPPE	248455	2021-SBG		05/31/2021 06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
							CHECK 356438 TOTAL:	5,000.00
356439	06/09/2021	PRTD	1052 CANON FINANCIAL SERV	248342	26726648		05/12/2021 06/06/21	482.62
	Invoice: 26726648			241.31	61011581	531100	PCD,ENG/PLOTTER LEASE PAYMENT PCD - C/E ADMIN SUPPLIES	
				241.31	72011321	531100	ENG - C/E ADMIN SUPPLIES	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	356439	TOTAL:	482.62
356440	06/09/2021	PRTD	9722 CASA ROJAS, INC.	248456	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK	356440	TOTAL:	5,000.00
356441	06/09/2021	PRTD	9751 CATHERINE MICAUD LAN	248343	601035659	05/26/2021	06/06/21	5.00
	Invoice: 601035659			5.00	01131	316100	B&O PENALTY REFUND B&O TAX	
					CHECK	356441	TOTAL:	5.00
356442	06/09/2021	PRTD	2495 CH2O INTERNATIONAL	248557	307928	05/17/2021	06/06/21	607.58
	Invoice: 307928			607.58	73011183	54810000707	PW/CLEAN N FLUSH 50LB CH HVAC-REPAIRS	
					CHECK	356442	TOTAL:	607.58
356443	06/09/2021	PRTD	9760 CHANGEUP ADVISORS, I	248344	603226947	05/26/2021	06/06/21	7.26
	Invoice: 603226947			7.26	01131	316100	B&O PENALTY REFUND B&O TAX	
					CHECK	356443	TOTAL:	7.26
356444	06/09/2021	PRTD	8491 ROSSMAN ENTERPRISESE	248345	1053562-0	05/24/2021	06/06/21	140.87
	Invoice: 1053562-0			140.87	21011125	531100	CRT/OFFICE SUPPLIES COURT - SUPPLIES	
					CHECK	356444	TOTAL:	140.87
356445	06/09/2021	PRTD	9723 HEATHER JAYNES	248457	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK	356445	TOTAL:	5,000.00
356446	06/09/2021	PRTD	102 CITY OF BAINBRIDGE I	248347	RETREQ1-1152	05/25/2021	20210028 06/06/21	1,213.17
	Invoice: RETREQ1-1152			1,213.17	72431835	54810001152	LIDEN RETAINAGE - YEOMALT EMER YEOMALT EM DRAINAGE RPR-REPAIR	
					CHECK	356446	TOTAL:	1,213.17

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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		
356447	06/09/2021	PRTD	6920 COMCAST	248499	JUN21		06/06/21	11.23
	Invoice: JUN21			11.23	51011211	545000	POL/HD CONVERTER BOX PD-C/E-ADMIN RENTS/LEASE	
							CHECK 356447 TOTAL:	11.23
356448	06/09/2021	PRTD	9724 COMMUTER COMFORTS IN	248458	2021-SBG		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
							CHECK 356448 TOTAL:	5,000.00
356449	06/09/2021	PRTD	142 COPIERS NORTHWEST IN	248349	INV2303241		06/06/21	227.98
	Invoice: INV2303241			113.99	61011581	531100	PCD,ENG/PLOTTER SUPPLIES	
				113.99	72011321	531100	PCD - C/E ADMIN SUPPLIES ENG - C/E ADMIN SUPPLIES	
				248350	INV2304659			486.39
	Invoice: INV2304659			243.19	31011131	545000	EX,FIN/COPIER OVERAGES	
				243.20	41011141	545000	EX-GF-RENTS & LEASES FIN - C/E ADMIN RENTS & LEASES	
							CHECK 356449 TOTAL:	714.37
356450	06/09/2021	PRTD	9711 COSTELLO, DAVID	248287	94091		06/06/21	6.84
	Invoice: 94091			6.84	411	122100	UB 10517 637 MADISON AVENUE N WATER ACCOUNTS RECEIVABLE	
							CHECK 356450 TOTAL:	6.84
356451	06/09/2021	PRTD	5132 CRYSTAL SPRINGS	248351	5228674 050521		06/06/21	10.85
	Invoice: 5228674 050521			10.85	21011125	531100	CRT/WATER SUPPLIES COURT - SUPPLIES	
							CHECK 356451 TOTAL:	10.85
356452	06/09/2021	PRTD	6363 LN CURTIS & SONS	248535	INV493111		06/06/21	395.04
	Invoice: INV493111			395.04	53011212	520000	POL/UNIFORMS: DAY POLICE - C/E PATROL BENEFITS	
							CHECK 356452 TOTAL:	395.04
356453	06/09/2021	PRTD	7016 CUSTOM PRINTING	248352	9582		06/06/21	48.78
	Invoice: 9582			48.78	62471591	549500	PCD/BUS CARDS: WREN BLDG-BLDG-FACILITIES-COPIES	

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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		356453 TOTAL:	48.78
356454	06/09/2021	PRTD	9756 DANA'S HEATING, INC.	248353 601985425	05/26/2021		06/06/21	61.06
				61.06 01131 316100	B&O PENALTY REFUND			
					B&O TAX			
					CHECK		356454 TOTAL:	61.06
356455	06/09/2021	PRTD	9772 KELLY ASADORIAN	248459 2021-SBG	05/31/2021		06/06/21	5,000.00
				5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT			
					COVID19-BUSINESS GRANTS			
					CHECK		356455 TOTAL:	5,000.00
356456	06/09/2021	PRTD	9770 BRIAN DANGERS	248439 PLN51965	05/28/2021		06/06/21	572.00
				572.00 47047 345890	REFUND FOR WITHDRAWN APPLICATION			
					OTHER PLANNING/DEVELOPM			
					CHECK		356456 TOTAL:	572.00
356457	06/09/2021	PRTD	9712 DAVIS, DON & SABRA	248288 94092	05/20/2021		06/06/21	20.56
				20.56 411 122100	UB 10547 684 MADISON AVENUE N			
					WATER ACCOUNTS RECEIVABLE			
					CHECK		356457 TOTAL:	20.56
356458	06/09/2021	PRTD	7357 THE DOCTORS CLINIC	248354 OMF6 APR21	05/17/2021		06/06/21	50.00
				50.00 53011212 541100	POL/OCC HEALTH TESTING			
					POLICE - C/E PATROL PROF SVCS			
					CHECK		356458 TOTAL:	50.00
356459	06/09/2021	PRTD	5017 THE EAGLE HARBOR INN	248460 2021-SBG	05/31/2021		06/06/21	5,000.00
				5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT			
					COVID19-BUSINESS GRANTS			
					CHECK		356459 TOTAL:	5,000.00
356460	06/09/2021	PRTD	1418 EAGLE HARBOR INSURAN	248355 603268815	05/26/2021		06/06/21	21.30
				21.30 01131 316100	B&O PENALTY REFUND			
					B&O TAX			

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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	356460	TOTAL:	21.30
356461	06/09/2021	PRTD	9725 EAGLE HARBOR WINE CO	248461	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK	356461	TOTAL:	5,000.00
356462	06/09/2021	PRTD	9753 EARTHBOUND EXPEDITIO	248357	601783430	05/26/2021	06/06/21	.68
	Invoice: 601783430			.68	01131	316100	B&O PENALTY REFUND B&O TAX	
					CHECK	356462	TOTAL:	.68
356463	06/09/2021	PRTD	8816 ECOANALYSTS, INC.	248356	2943	04/30/2021	06/06/21	900.00
	Invoice: 2943			900.00	73425358	54110000391	PW/Q2 NPDES TESTING LAB & TESTING SVCS-WWTP	
					CHECK	356463	TOTAL:	900.00
356464	06/09/2021	PRTD	4745 EFFICIENCY INC	248500	635621	05/31/2021	06/06/21	840.39
	Invoice: 635621			840.39	81011881	535100	IT/FTR SOFTWARE: COURT IT - C/E COMPUTER SOFTWARE	
					CHECK	356464	TOTAL:	840.39
356465	06/09/2021	PRTD	9726 EIGHT PAWS, INC.	248462	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK	356465	TOTAL:	5,000.00
356466	06/09/2021	PRTD	9727 LINH T TRAN	248463	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK	356466	TOTAL:	5,000.00
356467	06/09/2021	PRTD	7510 EXPERIAN	248529	CD2202001716	05/28/2021	06/06/21	92.65
	Invoice: CD2202001716			92.65	52011212	549100	POL/INFO SERVICES PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
					CHECK	356467	TOTAL:	92.65

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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		
356468	06/09/2021	PRTD	212 FABRICARE 02 - PLANT	248530	05-31-21			
Invoice: 05-31-21								
				140.50	51011211	520000	POL/LAUNDRY SERVICE	223.99
				38.15	52011212	520000	PD-C/E ADMIN-BENEFITS	
				45.34	53011212	520000	POLICE - C/E INVEST BENEFITS	
							POLICE - C/E PATROL BENEFITS	
							CHECK 356468 TOTAL:	223.99
356469	06/09/2021	PRTD	705 FCS GROUP	248358	3373-22104023			
Invoice: 3373-22104023								
				5,382.50	72411342	54110001170	WATER RATE STUDY	5,382.50
							FERNCLIFF WTR EXT RATE STUDY	
				248359	3373-22105050			6,010.00
Invoice: 3373-22105050								
				6,010.00	72411342	54110001170	WATER RATE STUDY	
							FERNCLIFF WTR EXT RATE STUDY	
							CHECK 356469 TOTAL:	11,392.50
356470	06/09/2021	PRTD	1953 FERGUSON ENTERPRISES	248543	0982846-1			
Invoice: 0982846-1								
				230.37	73111262	53110001165	PW/TRAIL MX IRRIG. SUPPLIES	230.37
							EXTEND STO IRRIGATION-SUPPLIES	
				248544	0991445			3,444.99
Invoice: 0991445								
				3,444.99	73411345	531100	PW/WATER MX SUPPLIES	
							OFFICE SUPPLIES	
				248545	0991718			62.85
Invoice: 0991718								
				62.85	73411345	531100	PW/WATER MX SUPPLIES	
							OFFICE SUPPLIES	
							CHECK 356470 TOTAL:	3,738.21
356471	06/09/2021	PRTD	9509 FIREWALLS.COM INC	248501	2021-124615			
Invoice: 2021-124615								
				200.00	81011881	541100	IT/FIREWALL MGMT SVCS	200.00
							IT - C/E PROF SERVICES	
							CHECK 356471 TOTAL:	200.00
356472	06/09/2021	PRTD	9763 FOCUS FITNESS TRAINI	248360	603569290			
Invoice: 603569290								
				5.00	01131	316100	B&O PENALTY REFUND	5.00
							B&O TAX	
							CHECK 356472 TOTAL:	5.00

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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		
356473	06/09/2021	PRTD	9708 FRANZ, CHRIS	248284 94088	05/20/2021		06/06/21	27.88
	Invoice: 94088			27.88 411 122100	UB 11916	8700 ROSARIO PLACE NW		
						WATER ACCOUNTS RECEIVABLE		
						CHECK	356473 TOTAL:	27.88
356474	06/09/2021	PRTD	9729 JAMES FRIDAY	248465 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID	SMALL BUS. GRANT		
						COVID19-BUSINESS GRANTS		
						CHECK	356474 TOTAL:	5,000.00
356475	06/09/2021	PRTD	231 GALLS, LLC	248502 018293360	05/04/2021		06/06/21	38.26
	Invoice: 018293360			38.26 51011211 531100	POL/OFFICER OF THE YR BARS X2			
						PD-C/E-ADM-SUPPLIES		
	Invoice: 018343781			248503 018343781	05/11/2021		06/06/21	19.13
				19.13 51011211 53110000933	POL/K9 BAR			
						PD AWARDS GALA-SUPPLIES		
						CHECK	356475 TOTAL:	57.39
356476	06/09/2021	PRTD	9765 GEORGE'S ELECTRIC, I	248361 604281028	05/26/2021		06/06/21	5.00
	Invoice: 604281028			5.00 01131 316100	B&O PENALTY REFUND			
						B&O TAX		
						CHECK	356476 TOTAL:	5.00
356477	06/09/2021	PRTD	513 GRAINGER	248546 9913154069	05/25/2021		06/06/21	99.39
	Invoice: 9913154069			99.39 73637891 531100	PW/SAFETY GLASSES			
						OFFICE SUPPLIES		
						CHECK	356477 TOTAL:	99.39
356478	06/09/2021	PRTD	1517 GUARDIAN SECURITY SY	248531 1136800	06/01/2021		06/06/21	260.52
	Invoice: 1136800			260.52 51011215 541100	POL/ALARM MONITORING			
						POLICE - C/E FACIL PROF SVCS		
						CHECK	356478 TOTAL:	260.52
356479	06/09/2021	PRTD	253 HACH COMPANY	248362 12469907	05/25/2021		06/06/21	299.33
	Invoice: 12469907			299.33 72637319 53110000809	ENG/STABLICAL, BUFFER			
						WATER QUAL FLOW MONIT-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	356479 TOTAL:	299.33
356480	06/09/2021	PRTD	9731 HARRIS FAMILY CAFES	248466	2021-SBG	05/31/2021	06/06/21	5,000.00
		Invoice: 2021-SBG				BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
						CHECK	356480 TOTAL:	5,000.00
356481	06/09/2021	PRTD	9743 SUSAN S. LAWRENCE	248482	2021-SBG	05/31/2021	06/06/21	5,000.00
		Invoice: 2021-SBG				BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
						CHECK	356481 TOTAL:	5,000.00
356482	06/09/2021	PRTD	8514 HERITAGE-CRYSTAL CLE	248363	16801837	05/10/2021	06/06/21	290.23
		Invoice: 16801837				PW/OIL FILTER RECYCLING		
				290.23	91011897	547900	GG-C/E-O&M YARD FAC-GARBAGE	
		Invoice: 16820688				248364	16820688	
				1,332.68	91011897	547900	PW/WASTE DISPOSAL	1,332.68
							GG-C/E-O&M YARD FAC-GARBAGE	
						CHECK	356482 TOTAL:	1,622.91
356483	06/09/2021	PRTD	9507 INSIGHT PUBLIC SECTO	248365	1100835592	05/15/2021	06/06/21	1,702.47
		Invoice: 1100835592				IT/MS 365 LICENSES		
				1,702.47	81011881	535100	IT - C/E COMPUTER SOFTWARE	
		Invoice: 1100836455				248366	1100836455	
				1,421.36	81011881	535100	IT/MS COMMITTEE EMAILS LIC	1,421.36
							IT - C/E COMPUTER SOFTWARE	
		Invoice: 1100836662				248367	1100836662	
				234.81	81011881	535100	IT/MS FLOW SOFTWARE LIC	234.81
							IT - C/E COMPUTER SOFTWARE	
						CHECK	356483 TOTAL:	3,358.64
356484	06/09/2021	PRTD	863 INTERSTATE BATTERIES	248368	22066768	05/06/2021	06/06/21	142.74
		Invoice: 22066768				POL/VEH 202 BATTERY		
				142.74	53011212	531100	PD-C/E-PATROL SUPPLIES	
		Invoice: 22066952				248369	22066952	
				142.74	53011212	531100	POL/VEH 214 BATTERY	142.74
							PD-C/E-PATROL 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 356484 TOTAL:	285.48
356485	06/09/2021	PRTD	9707 IRVIN, THOMAS & KATH	248283 94087	05/20/2021		06/06/21	89.29
	Invoice: 94087			89.29 411 122100	UB 11269 9308	MIDSHIP COURT NE WATER ACCOUNTS RECEIVABLE		
							CHECK 356485 TOTAL:	89.29
356486	06/09/2021	PRTD	9734 LOS COMPADRES RESTAU	248471 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS			
							CHECK 356486 TOTAL:	5,000.00
356487	06/09/2021	PRTD	9766 ISLAND EDUCATION SER	248370 604549935	05/26/2021		06/06/21	9.53
	Invoice: 604549935			9.53 01131 316100	B&O PENALTY REFUND B&O TAX			
							CHECK 356487 TOTAL:	9.53
356488	06/09/2021	PRTD	5808 BAINBRIDGE ISLAND TU	248467 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS			
							CHECK 356488 TOTAL:	5,000.00
356489	06/09/2021	PRTD	9732 MICHELE LANG	248468 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS			
							CHECK 356489 TOTAL:	5,000.00
356490	06/09/2021	PRTD	9758 JOHN S. TRAPP CONSTR	248371 602214071	05/26/2021		06/06/21	2.44
	Invoice: 602214071			2.44 01131 316100	B&O PENALTY REFUND B&O TAX			
							CHECK 356490 TOTAL:	2.44
356491	06/09/2021	PRTD	9203 JORDAL, RICHARD	248281 94085	05/20/2021		06/06/21	151.89
	Invoice: 94085			151.89 411 122100	UB 10354 222	GROW AVENUE NW WATER ACCOUNTS RECEIVABLE		
							CHECK 356491 TOTAL:	151.89

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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										
356492	06/09/2021	PRTD	338 KITSAP COUNTY SHERIF	248505	20210025	05/26/2021		06/06/21		890.47
	Invoice: 20210025			890.47	51011236 551000	POL/PRISONER BOARD				
						POLICE - C/E PRISONER DETENT'N				
						CHECK	356492	TOTAL:		890.47
356493	06/09/2021	PRTD	4168 KITSAP COUNTY SHERIF	248504	2021-07	05/19/2021		06/06/21		555.87
	Invoice: 2021-07			555.87	53011212 443410	POL/EVOC TRAINING X9				
						POLICE - C/E PATROL TRAINING				
						CHECK	356493	TOTAL:		555.87
356494	06/09/2021	PRTD	199 KITSAP ECONOMIC DEVE	248372	BI-GRANTS	05/28/2021		06/06/21		5,000.00
	Invoice: BI-GRANTS			5,000.00	31011252 54110101069	EX/BUS GRANT ADMIN				
						COVID19-BUSINESS GRANTS				
						CHECK	356494	TOTAL:		5,000.00
356495	06/09/2021	PRTD	1971 KELLEY CONNECT	248506	IN825869	04/19/2021		06/06/21		88.21
	Invoice: IN825869			88.21	72011321 545000	ENG/COPIER OVERAGES				
						ENG - C/E ADMIN RENTS & LEASES				
						CHECK	356495	TOTAL:		88.21
356496	06/09/2021	PRTD	9714 KEMMERLING, TODD	248290	94094	05/20/2021		06/06/21		42.58
	Invoice: 94094			42.58	411 122100	UB 13042 656 LANDMARK COURT NE				
						WATER ACCOUNTS RECEIVABLE				
						CHECK	356496	TOTAL:		42.58
356497	06/09/2021	PRTD	4584 KIDS DISCOVERY MUSEU	248469	2021-SBG	05/31/2021		06/06/21		5,000.00
	Invoice: 2021-SBG			5,000.00	31011252 54110101069	BI COVID SMALL BUS. GRANT				
						COVID19-BUSINESS GRANTS				
						CHECK	356497	TOTAL:		5,000.00
356498	06/09/2021	PRTD	4584 KIDS DISCOVERY MUSEU	248508	Q1-2021	04/01/2021		06/06/21		3,125.00
	Invoice: Q1-2021			3,125.00	31011732 54110000297	2020-21 CULTURAL FUNDING: OPER				
						EX-GF-CULTURAL ARTS & SCIENCES				
						CHECK	356498	TOTAL:		3,125.00

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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		
356499	06/09/2021	PRTD	1010 KING'S MOBILE LOCK,	248373	58581	05/07/2021	06/06/21	1,427.90
	Invoice: 58581			1,427.90	73011768	548100	PW/PARKS LOCK O&M-C/E-PARKS-R&M	
							CHECK	356499 TOTAL:
								1,427.90
356500	06/09/2021	PRTD	9565 KATHERINE L KIRKLAND	248374	013	05/20/2021	06/06/21	160.00
	Invoice: 013			160.00	31011572	54110001069	EX/DESIGN SUPPORT: CITY FAC COVID19-PROF SVCS-OUTREACH	
							CHECK	356500 TOTAL:
								160.00
356501	06/09/2021	PRTD	8546 KITSAP 911 PUBLIC AU	248509	BIPD2021-06	05/15/2021	06/06/21	11,656.17
	Invoice: BIPD2021-06			8,159.32	53011286	551000	POL/CALL CENTER SVCS	
				3,496.85	52011286	551000	POLICE - C/E PATROL CENCOM POLICE - C/E - INVEST CENCOM	
							CHECK	356501 TOTAL:
								11,656.17
356502	06/09/2021	PRTD	579 KITSAP SUN	248376	0003752676	03/31/2021	06/06/21	178.12
	Invoice: 0003752676			178.12	11011113	544000	CC/ETHICS BOARD VOLUNTEERS COUNCIL - LEGAL NOTICES	
	Invoice: 0003802267-A			248377	0003802267-A	04/30/2021	06/06/21	250.80
				250.80	11011113	544000	CC/CITY ADV GROUPS, PLANNING COMM COUNCIL - LEGAL NOTICES	
	Invoice: 0003802267-B			248378	0003802267-B	04/30/2021	06/06/21	326.25
				326.25	31011283	54110001069	EX/THANK YOU VOLUNTEERS COVID19-IMMUNIZATION-PROF SVCS	
							CHECK	356502 TOTAL:
								755.17
356503	06/09/2021	PRTD	8803 LAKE UNION DEVELOPME	248379	603111778	05/26/2021	06/06/21	5.00
	Invoice: 603111778			5.00	01131	316100	B&O PENALTY REFUND B&O TAX	
							CHECK	356503 TOTAL:
								5.00
356504	06/09/2021	PRTD	6577 LAKESIDE INDUSTRIES	248380	160646	05/15/2021	06/06/21	2,397.96
	Invoice: 160646			2,397.96	73111423	531100	PW/17.46T ASPHALT OFFICE SUPPLIES	
							CHECK	356504 TOTAL:
								2,397.96



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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	356511	TOTAL:	49.51
356512	06/09/2021	PRTD	9718 MURATI, ROBERT & CYN	248296 94098	05/25/2021		06/06/21	14.09
	Invoice: 94098			14.09 411 122100	UB 12877	2006 DINGLEY ROAD NE		
						WATER ACCOUNTS RECEIVABLE		
					CHECK	356512	TOTAL:	14.09
356513	06/09/2021	PRTD	2574 NATIONAL BARRICADE C	248387 290962	04/14/2021		06/06/21	856.57
	Invoice: 290962			856.57 990 141100	PW/ANCHORS			
						MERCHANDISE		
	Invoice: 290963			248388 290963	04/14/2021		06/06/21	535.15
				535.15 73111264 531100	PW/SIGNS			
						O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 290964			248389 290964	04/14/2021		06/06/21	279.96
				279.96 73111264 531100	PW/SIGNS			
						O&M-STREET-TRAF CONTROL-SUPPLY		
					CHECK	356513	TOTAL:	1,671.68
356514	06/09/2021	PRTD	9254 NELSON NYGAARD CONSU	248390 77503	02/02/2020		06/06/21	15,500.00
	Invoice: 77503			15,500.00 72111444 54110001018	ENG/SUSTAINABLE TRANSPORTATION			
						SUSTAINABLE TRANS-PROF SVC		
					CHECK	356514	TOTAL:	15,500.00
356515	06/09/2021	PRTD	9484 LEIGH NOFFSINGER	248391 603076604-2020	05/26/2021		06/06/21	5.00
	Invoice: 603076604-2020			5.00 01131 316100	B&O	PENALTY REFUND		
						B&O TAX		
					CHECK	356515	TOTAL:	5.00
356516	06/09/2021	PRTD	2430 OGDEN MURPHY WALLACE	248512 851183	05/26/2021		06/06/21	10,700.70
	Invoice: 851183			157.50 32470152 54111100892	LEGAL/PROF SVCS APR 2021			
				378.00 32470152 54111101171	LIT-CAINION SUP CT WRIT			
				1,291.50 32011152 54111101156	LIT-CLARK (FED. CT.)			
				2,226.50 32011152 54111001046	LIT-NEAL PRA SUIT			
				1,355.20 32011152 54111001131	LGL-PSE FRANCHISE			
				4,095.00 32011152 541110	ETHICS BOARD LEGAL ADVISOR			
				378.00 91011211 541110	LGL-GF-LEGAL ADVICE			
				63.00 32011152 54111000711	GG-C/E-CIVIL SVC-LEGAL ADVICE			
				756.00 32470152 54111100897	SMP 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		356516 TOTAL:	10,700.70
356517	06/09/2021	PRTD	7925 OMNIPARK, INC	248532 123042	06/01/2021		06/06/21	379.32
	Invoice: 123042			379.32 51011217 548500	POL/PARKING SYST SUPPORT			
					PD-C/E-PARKING ENF-COMP SUPPOR			
					CHECK		356517 TOTAL:	379.32
356518	06/09/2021	PRTD	8286 SUPERINTENDENT OF P	248513 166088	05/20/2021		06/06/21	45.25
	Invoice: 166088			45.25 41654861 586110	POL/FINGERPRINTING			
					FINGERPRINT DISB TO SPI			
	Invoice: 16612			248514 16612	05/20/2021		06/06/21	90.50
				90.50 41654861 586110	POL/FINGERPRINTING			
					FINGERPRINT DISB TO SPI			
	Invoice: 16618			248515 16618	05/20/2021		06/06/21	90.50
				90.50 41654861 586110	POL/FINGERPRINTING			
					FINGERPRINT DISB TO SPI			
	Invoice: 16631			248516 16631	05/25/2021		06/06/21	135.75
				135.75 41654861 586110	POL/FINGERPRINTING			
					FINGERPRINT DISB TO SPI			
					CHECK		356518 TOTAL:	362.00
356519	06/09/2021	PRTD	9717 PABST, FRED	248295 94097	05/25/2021		06/06/21	72.64
	Invoice: 94097			72.64 411 122100	UB 11932 705 MOJI LANE NW			
					WATER ACCOUNTS RECEIVABLE			
					CHECK		356519 TOTAL:	72.64
356520	06/09/2021	PRTD	9735 PARFITT WAY MANAGEME	248472 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT			
					COVID19-BUSINESS GRANTS			
					CHECK		356520 TOTAL:	5,000.00
356521	06/09/2021	PRTD	9267 PAYGOV	248392 717	05/17/2021		06/06/21	3,729.25
	Invoice: 717			3,729.25 91011423 54110001069	FIN/APR 2021 FEES			
					COVID19-CREDIT CARD PROC FEES			
					CHECK		356521 TOTAL:	3,729.25

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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		
356522	06/09/2021	PRTD	9764 PERFECTION SERVICES	248393	604152882	05/26/2021		06/06/21	19.74
Invoice: 604152882				19.74	01131 316100	B&O PENALTY REFUND			
								CHECK 356522 TOTAL:	19.74
356523	06/09/2021	PRTD	7803 PINTO, MICHELLE	248394	409	05/27/2021		06/06/21	120.00
Invoice: 409				120.00	21011125 541230	CRT/INTERPRETER SERVICES	22062302		
								CHECK 356523 TOTAL:	120.00
356524	06/09/2021	PRTD	8229 PIPER THORNBURGH	248395	05/25/21	05/25/2021		06/06/21	240.00
Invoice: 05/25/21				240.00	21011125 541210	CRT/4 HRS PRO TEMP			
								CHECK 356524 TOTAL:	240.00
356525	06/09/2021	PRTD	9736 PIZZERIA BRUCIATO LL	248474	2021-SBG	05/31/2021		06/06/21	5,000.00
Invoice: 2021-SBG				5,000.00	31011252 54110101069	BI COVID SMALL BUS. GRANT			
								CHECK 356525 TOTAL:	5,000.00
356526	06/09/2021	PRTD	9737 THERESA COLLIER	248475	2021-SBG	05/31/2021		06/06/21	5,000.00
Invoice: 2021-SBG				5,000.00	31011252 54110101069	BI COVID SMALL BUS. GRANT			
								CHECK 356526 TOTAL:	5,000.00
356527	06/09/2021	PRTD	9761 POLICE STRATEGIES LL	248396	603477762	05/26/2021		06/06/21	5.00
Invoice: 603477762				5.00	01131 316100	B&O PENALTY REFUND			
								CHECK 356527 TOTAL:	5.00
356528	06/09/2021	PRTD	9196 POWERDMS, INC	248517	INV-6769	05/27/2021		06/06/21	1,253.50
Invoice: INV-6769				1,253.50	51011211 549100	POL/ANNUAL SUBX			
								CHECK 356528 TOTAL:	1,253.50

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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										
356529	06/09/2021	PRTD	9440 QBSI-XEROX	248397	IN2583958	04/27/2021		06/06/21		73.12
	Invoice: IN2583958			73.12	21011125 545000					
						CRT/COPIER LEASE				
						COURT - RENTS & LEASES - OPER				
						CHECK	356529	TOTAL:		73.12
356530	06/09/2021	PRTD	9716 RAMIRZ, JAN & ERIKA	248294	94096	05/25/2021		06/06/21		44.01
	Invoice: 94096			44.01	411 122100					
						UB 11652 1217 AARON AVENUE NE				
						WATER ACCOUNTS RECEIVABLE				
						CHECK	356530	TOTAL:		44.01
356531	06/09/2021	PRTD	7435 RANDY KAN PORTABLE R	248547	1926864	05/20/2021		06/06/21		180.00
	Invoice: 1926864			180.00	73011768 545000					
						PW/EAGLE HARBOR CANS				
						O&M-C/E-PARKS-OP LEASES				
	Invoice: 1926865			248548	1926865	05/20/2021		06/06/21		90.00
				90.00	73011768 545000					
						PW/CREOSOTE CAN				
						O&M-C/E-PARKS-OP LEASES				
	Invoice: 1926866			248549	1926866	05/20/2021		06/06/21		90.00
				90.00	73435838 545000					
						PW/VINCENT RD CAN				
						O&M-DECANT-RENTS				
	Invoice: 1926867			248550	1926867	05/20/2021		06/06/21		90.00
				90.00	73011897 545000					
						PW/HIDDEN COVE CAN				
						O&M-C/E-PWYD FAC-RENTS				
						CHECK	356531	TOTAL:		450.00
356532	06/09/2021	PRTD	9767 RAQUEL'S FARMSTAND L	248398	604670712	05/26/2021		06/06/21		5.00
	Invoice: 604670712			5.00	01131 316100					
						B&O PENALTY REFUND				
						B&O TAX				
						CHECK	356532	TOTAL:		5.00
356533	06/09/2021	PRTD	408 ROLLING BAY COMMERCIAL	248399	291522	05/20/2021		06/06/21		4,281.25
	Invoice: 291522			4,281.25	21011125 545000					
						CRT/JUNE RENT				
						COURT - RENTS & LEASES - OPER				
						CHECK	356533	TOTAL:		4,281.25
356534	06/09/2021	PRTD	9710 ROOST BRICK HOUSE LL	248286	94090	05/20/2021		06/06/21		163.97
	Invoice: 94090			163.97	421 122100					
						UB 13184 4569 POINT WHITE DRIVE NE				
						SEWER 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		356534 TOTAL:	163.97
356535	06/09/2021	PRTD	8058 RWC INTERNATIONAL LL	248400	XA10301377201	05/03/2021	06/06/21	104.85
			Invoice: XA10301377201	104.85	73431835	531100	PW/CYLINDER, O-RING OFFICE SUPPLIES	
					CHECK		356535 TOTAL:	104.85
356536	06/09/2021	PRTD	617 S & B INC	248551	25871A	05/27/2021	06/06/21	2,695.03
			Invoice: 25871A	2,695.03	73421355	548100	PW/LS FIELD SERVICE WIN COLL-R&M	
					CHECK		356536 TOTAL:	2,695.03
356537	06/09/2021	PRTD	9738 SAFFRON BISTRO LLC	248476	2021-SBG	05/31/2021	06/06/21	5,000.00
			Invoice: 2021-SBG	5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK		356537 TOTAL:	5,000.00
356538	06/09/2021	PRTD	9739 SAN CARLOS 98110 LLC	248477	2021-SBG	05/31/2021	06/06/21	5,000.00
			Invoice: 2021-SBG	5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
					CHECK		356538 TOTAL:	5,000.00
356539	06/09/2021	PRTD	7245 SAN DIEGO POLICE EQU	248536	647581	05/20/2021	06/06/21	4,544.43
			Invoice: 647581	455.00	51011211	531100	POL/AMMUNITION PD-C/E-ADM-SUPPLIES	
				455.00	52011212	531100	POLICE - C/E INVEST SUPPLIES	
				3,634.43	53011212	531100	PD-C/E-PATROL SUPPLIES	
					CHECK		356539 TOTAL:	4,544.43
356540	06/09/2021	PRTD	9755 SCOTT COLE & ASSOCIA	248401	601814445	05/26/2021	06/06/21	5.00
			Invoice: 601814445	5.00	01131	316100	B&O PENALTY REFUND B&O TAX	
					CHECK		356540 TOTAL:	5.00
356541	06/09/2021	PRTD	7659 SEAMAN, SHANE	248518	05/18/21	05/18/2021	06/06/21	450.00
			Invoice: 05/18/21	450.00	21011125	541210	CRT/7.5 HRS PRO TEMP 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	356541	TOTAL:	450.00
356542	06/09/2021	PRTD	1488 SETON CONSTRUCTION I	248404	PAYREQ1-1058	05/17/2021	06/06/21	42,585.00
			Invoice: PAYREQ1-1058			ANNUAL DRAINAGE PROJECT - 2020		
				42,585.00	72431835	54810001058	2020 ANNUAL DRAINAGE PROJ-R&M	
					CHECK	356542	TOTAL:	42,585.00
356543	06/09/2021	PRTD	9740 DAVID SHAW	248478	2021-SBG	05/31/2021	06/06/21	5,000.00
			Invoice: 2021-SBG			BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
					CHECK	356543	TOTAL:	5,000.00
356544	06/09/2021	PRTD	8035 SHINE QUARRY, LLC	248405	0031649	01/27/2021	06/06/21	783.83
			Invoice: 0031649			PW/GRAVEL		
				783.83	73111423	531100	OFFICE SUPPLIES	
			Invoice: FC 02-0421			04/30/2021	06/06/21	50.49
				248407	FC 02-0421		PW/FINANCE CHARGES	
				50.49	73111423	531100	OFFICE SUPPLIES	
			Invoice: 00031049CR			12/21/2020	06/06/21	-65.31
				248519	00031049CR		PW/PAYMENT ERROR	
				-65.31	73111423	531100	OFFICE SUPPLIES	
			Invoice: 0033792			05/26/2021	06/06/21	1,968.93
				248552	0033792		PW/GRAVEL: 3/4" CLEAN	
				1,968.93	990	141100	MERCHANDISE	
					CHECK	356544	TOTAL:	2,737.94
356545	06/09/2021	PRTD	7173 SKILLINGS	248409	12904	05/24/2021	06/06/21	31,263.33
			Invoice: 12904			ENG DESIGN SERVICES		
				231.03	72424435	64110000989	SUNDAY COVE PUMP REHAB-PROF SV	
				22,683.04	72423434	64110000990	WOOD AVE PUMP STA-PROF SVCS	
				1,171.11	72423434	64110001086	LOWER LOVELL SLS-PROF SVCS	
				5,028.65	72423434	64110000820	REHAB WING PT PUMP STATION-DES	
				2,149.50	72423434	64110001085	SUNDAY COVE GRAVITY MAIN-PRO S	
					CHECK	356545	TOTAL:	31,263.33
356546	06/09/2021	PRTD	9709 SLONE, LOGAN	248285	94089	05/20/2021	06/06/21	63.63
			Invoice: 94089			UB 13095 8762 WINSLOW GROVE COURT		
				63.63	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	356546 TOTAL:	63.63
356547	06/09/2021	PRTD	9762 SNUG, LLC	248410	603554395	05/26/2021	06/06/21	24.40
				24.40	01131	316100	B&O PENALTY REFUND B&O TAX	
						CHECK	356547 TOTAL:	24.40
356548	06/09/2021	PRTD	9741 SOLE MATES, INC.	248479	2021-SBG	05/31/2021	06/06/21	5,000.00
				5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
						CHECK	356548 TOTAL:	5,000.00
356549	06/09/2021	PRTD	601 SOUND REPROGRAPHICS	248411	83773	04/30/2021	06/06/21	22.54
				22.54	31011572	53110001064	EX/RETF BANNER RETF-SUPPLIES	
				248412	84196		05/19/2021	06/06/21
				11.12	73011768	54810001051	PW/WFP LAMINATION WF PARK TREES-PROF SVCS	11.12
						CHECK	356549 TOTAL:	33.66
356550	06/09/2021	PRTD	601 SOUND REPROGRAPHICS	248480	2021-SBG	05/31/2021	06/06/21	5,000.00
				5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS	
						CHECK	356550 TOTAL:	5,000.00
356551	06/09/2021	PRTD	9065 SOUNDWEST ENGINEERIN	248413	2021-017	05/07/2021	06/06/21	1,945.00
				1,945.00	72321955	64110001116	COUNTRY CLUB BULKHEAD SPOT REP CC BULKHEAD SPOT RPR-PRF SVCS	
						CHECK	356551 TOTAL:	1,945.00
356552	06/09/2021	PRTD	8132 SPECTRA LABORATORIES	248415	21-03471	05/18/2021	06/06/21	147.00
				147.00	73425358	54110000391	PW/NPDES EFFLUENT TESTING LAB & TESTING SVCS-WWTP	
				248416	21-03511		05/19/2021	06/06/21
				228.00	73425358	54110000391	PW/BOD TESTING LAB & TESTING SVCS-WWTP	228.00
				248417	21-03512		05/19/2021	06/06/21
							PW/WELL TESTING	63.48



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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									
356556	06/09/2021	PRTD	9742 HUNG NGUYEN	248481	2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG								
				5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS		
							CHECK	356556 TOTAL:	5,000.00
356557	06/09/2021	PRTD	5730 SUMMIT LAW GROUP	248423	126074	05/24/2021		06/06/21	1,541.00
	Invoice: 126074								
				569.50	32011152	54111000274	LGL-PROF SVCS APRIL 2021 LGL-LABOR NEGOTIATIONS		
				971.50	32011152	54111000870	LGL-HR (NON-BARGAINING)		
							CHECK	356557 TOTAL:	1,541.00
356558	06/09/2021	PRTD	4271 JOHN SUTTON	248424	Q1-2021	04/30/2021		06/06/21	445.50
	Invoice: Q1-2021								
				445.50	91029211	521500	Q1 2021 LEOFF1 REIMBURSEMENT POLICE - INS ADD MEDICAL COSTS		
							CHECK	356558 TOTAL:	445.50
356559	06/09/2021	PRTD	9461 SWAN DESIGN BUILD	248425	601484398-2020	05/26/2021		06/06/21	5.00
	Invoice: 601484398-2020								
				5.00	01131	316100	B&O PENALTY REFUND B&O TAX		
							CHECK	356559 TOTAL:	5.00
356560	06/09/2021	PRTD	9744 SWEET DAHLIA BAKING,	248483	2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG								
				5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS		
							CHECK	356560 TOTAL:	5,000.00
356561	06/09/2021	PRTD	9757 TARA MCMENAMIN BEATI	248427	602102572	05/26/2021		06/06/21	5.28
	Invoice: 602102572								
				5.28	01131	316100	B&O PENALTY REFUND B&O TAX		
							CHECK	356561 TOTAL:	5.28
356562	06/09/2021	PRTD	9746 TORRID MARINE LLC	248485	2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG								
				5,000.00	31011252	54110101069	BI COVID SMALL BUS. GRANT COVID19-BUSINESS GRANTS		
							CHECK	356562 TOTAL:	5,000.00

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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		
356563	06/09/2021	PRTD	6714 TOSHIBA FINANCIAL SE	248534	29412140	05/28/2021	06/06/21	234.42
	Invoice: 29412140			234.42	51011211	545000		
						POL/COPIER LEASE		
						PD-C/E-ADMIN RENTS/LEASE		
						CHECK	356563 TOTAL:	234.42
356564	06/09/2021	PRTD	9747 TREEHOUSE CAFE	248486	2021-SBG	05/31/2021	06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00	31011252	54110101069		
						BI COVID SMALL BUS. GRANT		
						COVID19-BUSINESS GRANTS		
						CHECK	356564 TOTAL:	5,000.00
356565	06/09/2021	PRTD	7876 TYLER BUSINESS FORMS	248520	60173	05/27/2021	06/06/21	254.52
	Invoice: 60173			254.52	41011141	531100		
						FIN/PR CHECKS X1000		
						FIN - C/E ADMIN SUPPLIES		
	Invoice: 60186			248521	60186	05/27/2021	06/06/21	392.40
				392.40	41011141	531100		
						FIN/AP CHECKS X3000		
						FIN - C/E ADMIN SUPPLIES		
						CHECK	356565 TOTAL:	646.92
356566	06/09/2021	PRTD	9750 U-HAUL CO OF WASHING	248428	600016802	05/26/2021	06/06/21	5.00
	Invoice: 600016802			5.00	01131	316100		
						B&O PENALTY REFUND		
						B&O TAX		
						CHECK	356566 TOTAL:	5.00
356567	06/09/2021	PRTD	2190 UNITED PARCEL SERVIC	248537	000028Y3Y1211	05/22/2021	06/06/21	21.63
	Invoice: 000028Y3Y1211			21.63	91011215	542500		
						POL/SHIPPING		
						GG-C/E-PD-POSTAGE		
						CHECK	356567 TOTAL:	21.63
356568	06/09/2021	PRTD	1152 USA BLUE BOOK	248429	593093	05/04/2021	06/06/21	133.75
	Invoice: 593093			133.75	73425358	531100		
						PW/BOD NUTRIENT BUFFER		
						O&M-WWTP-SUPPLIES		
						CHECK	356568 TOTAL:	133.75
356569	06/09/2021	PRTD	5457 VERN'S ORGANIC TOPSO	248430	407201	04/14/2021	06/06/21	1,275.30
	Invoice: 407201			1,275.30	73111427	531100		
						PW/BARK		
						OFFICE 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	356569	TOTAL:	1,275.30
356570	06/09/2021	PRTD	9706 WAGNER, SONIA	248282 94086	05/20/2021		06/06/21	84.52
	Invoice: 94086			84.52 411 122100	UB 12194 9311	NORTHTOWN DRIVE NE		
						WATER ACCOUNTS RECEIVABLE		
					CHECK	356570	TOTAL:	84.52
356571	06/09/2021	PRTD	9538 WALLACE COTTAGES LLC	248297 94099	05/25/2021		06/06/21	68.60
	Invoice: 94099			68.60 411 122100	UB 13275 752	FORDS COURT NW		
						WATER ACCOUNTS RECEIVABLE		
					CHECK	356571	TOTAL:	68.60
356572	06/09/2021	PRTD	4513 WM CORPORATE SERVICE	248434 0038492-1048-3	05/01/2021		06/06/21	3,735.23
	Invoice: 0038492-1048-3			3,735.23 73425358 54790100551	BIOSOLIDS LANDFILL DISPOSAL			
						BIOSOLIDS WASTE DISPOSAL		
					CHECK	356572	TOTAL:	3,735.23
356573	06/09/2021	PRTD	9748 WBR HOLDINGS, INC.	248487 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT			
						COVID19-BUSINESS GRANTS		
					CHECK	356573	TOTAL:	5,000.00
356574	06/09/2021	PRTD	9749 WEAVE/SHUNPIKE	248488 2021-SBG	05/31/2021		06/06/21	5,000.00
	Invoice: 2021-SBG			5,000.00 31011252 54110101069	BI COVID SMALL BUS. GRANT			
						COVID19-BUSINESS GRANTS		
					CHECK	356574	TOTAL:	5,000.00
356575	06/09/2021	PRTD	8390 WEST HILLS FORD MAZD	248435 708552	05/11/2021		06/06/21	93.06
	Invoice: 708552			93.06 73637959 53110000856	PW/VEH 40 PARTS			
						MECH P/U-20%GF,STR,WTR,SWR,SWM		
					CHECK	356575	TOTAL:	93.06
356576	06/09/2021	PRTD	499 WESTBAY AUTO PARTS I	248436 616964/618421	03/18/2021		06/06/21	-1.05
	Invoice: 616964/618421			-1.05 73011189 531100	OVER & UNDERPAID INVOICES: 616964, 618421			
						O&M - C/E FACIL OFC SUPPLIES		
				248437 628476	04/29/2021		06/06/21	192.90
	Invoice: 628476			192.90 990 141100	PW/FILTERS: VARIOUS			
						MERCHANDISE		



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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		
356579	06/09/2021	PRTD	2607 ZEE MEDICAL SERVICE	248523	68416910	05/24/2021	06/06/21	71.91
	Invoice: 68416910			71.91	51011215	531100	POL/FIRST AID RESTOCK POLICE - C/E FACIL SUPPLIES	
	Invoice: 68416912			248524	68416912	05/24/2021	06/06/21	240.51
	Invoice: 68416931			240.51	91011183	531100	CITY HALL FIRST AID RESTOCK GG-C/E-CH CLEANING-SUPPLIES	
	Invoice: 68416931			248555	68416931	05/27/2021	06/06/21	384.63
	Invoice: 68416931			384.63	73637891	531100	PW/FIRST AIR RESTOCK OFFICE SUPPLIES	
							CHECK 356579 TOTAL:	697.05
				NUMBER OF CHECKS	166	*** CASH ACCOUNT TOTAL ***		450,441.84
						<u>COUNT</u>	<u>AMOUNT</u>	
				TOTAL PRINTED CHECKS	166		450,441.84	
							*** GRAND TOTAL ***	450,441.84

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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	6		26								
APP	401-213000							ACCOUNTS PAYABLE		16,568.29	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100							CASH			450,441.84
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000							STREETS - ACCOUNTS PAYABLE		21,069.80	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	001-213000							GENERAL - ACCOUNTS PAYABLE		268,579.75	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000							ACCOUNTS PAYABLE		11,575.31	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	104-213000							CIVIC IMPR - ACCOUNTS PAYABLE		7,609.18	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000							ACCOUNTS PAYABLE		68,256.42	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000							ACCOUNTS PAYABLE		1,912.28	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000							ACCOUNTS PAYABLE		44,813.50	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	901-213000							ACCOUNTS PAYABLE		3,250.31	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000							ACCOUNTS PAYABLE		362.00	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	301-213000							ACCOUNTS PAYABLE		1,945.00	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
APP	622-213000							ACCOUNTS PAYABLE		4,500.00	
			06/09/2021	06/06/21	060921			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										450,441.84	450,441.84
APP	631-130000							DUE TO/FROM CLEARING		438,866.53	
			06/09/2021	06/06/21	060921						
APP	401-130000							DUE TO/FROM CLEARING			16,568.29
			06/09/2021	06/06/21	060921						
APP	101-130000							STREETS - DUE TO/FROM CLEARING			21,069.80
			06/09/2021	06/06/21	060921						
APP	001-130000							GENERAL - DUE TO/FROM CLEARING			268,579.75
			06/09/2021	06/06/21	060921						
APP	104-130000							CIVIC IMPR DUE TO/FROM CLEAR'G			7,609.18
			06/09/2021	06/06/21	060921						
APP	403-130000							DUE TO/FROM CLEARING			68,256.42
			06/09/2021	06/06/21	060921						
APP	407-130000							DUE TO/FROM CLEARING			1,912.28
			06/09/2021	06/06/21	060921						
APP	402-130000							DUE TO/FROM CLEARING			44,813.50
			06/09/2021	06/06/21	060921						
APP	901-130000							DUE TO/FROM CLEARING			3,250.31

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JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 650-130000	06/09/2021	06/06/21	060921			DUE TO/FROM CLEARING			362.00
APP 301-130000	06/09/2021	06/06/21	060921			DUE TO/FROM CLEARING			1,945.00
APP 622-130000	06/09/2021	06/06/21	060921			DUE TO/FROM CLEARING			4,500.00
	06/09/2021	06/06/21	060921						
SYSTEM GENERATED ENTRIES TOTAL								438,866.53	438,866.53
JOURNAL 2021/06/26 TOTAL								889,308.37	889,308.37

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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 6	26	06/09/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	268,579.75	268,579.75
				FUND TOTAL	268,579.75	268,579.75
101 STREET FUND 101-130000 101-213000	2021 6	26	06/09/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	21,069.80	21,069.80
				FUND TOTAL	21,069.80	21,069.80
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2021 6	26	06/09/2021	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	7,609.18	7,609.18
				FUND TOTAL	7,609.18	7,609.18
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,945.00	1,945.00
				FUND TOTAL	1,945.00	1,945.00
401 WATER OPERATING FUND 401-130000 401-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16,568.29	16,568.29
				FUND TOTAL	16,568.29	16,568.29
402 SEWER OPERATING FUND 402-130000 402-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	44,813.50	44,813.50
				FUND TOTAL	44,813.50	44,813.50
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	68,256.42	68,256.42
				FUND TOTAL	68,256.42	68,256.42
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,912.28	1,912.28
				FUND TOTAL	1,912.28	1,912.28
622 EXPENDABLE TRUST FUND	2021 6	26	06/09/2021			

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000 622-213000				DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,500.00	4,500.00
				FUND TOTAL	4,500.00	4,500.00
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	438,866.53 11,575.31	450,441.84
				FUND TOTAL	450,441.84	450,441.84
650 AGENCY FUND 650-130000 650-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	362.00	362.00
				FUND TOTAL	362.00	362.00
901 CITY-WIDE REPORTING FUND 901-130000 901-213000	2021 6	26	06/09/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,250.31	3,250.31
				FUND TOTAL	3,250.31	3,250.31

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		268,579.75
101	STREET FUND		21,069.80
104	CIVIC IMPROVEMENT FUND		7,609.18
301	CAPITAL CONSTRUCTION FUND		1,945.00
401	WATER OPERATING FUND		16,568.29
402	SEWER OPERATING FUND		44,813.50
403	STORM & SURFACE WATER FUND		68,256.42
407	BUILDING & DEVELOPMENT FUND		1,912.28
622	EXPENDABLE TRUST FUND		4,500.00
631	CLEARING FUND	438,866.53	
650	AGENCY FUND		362.00
901	CITY-WIDE REPORTING FUND		3,250.31
	TOTAL	438,866.53	438,866.53

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



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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
356580	06/09/2021	PRTD	5808 ISLAND HEALTH & FITN	248467	2021-SBG		06/06/21	5,000.00
	Invoice: 2021-SBG					BI COVID SMALL BUS. GRANT		
				5,000.00	31011252	54110101069	COVID19-BUSINESS GRANTS	
						CHECK	356580 TOTAL:	5,000.00
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	5,000.00
						COUNT	AMOUNT	
					TOTAL PRINTED CHECKS	1	5,000.00	
							*** GRAND TOTAL ***	5,000.00

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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	6		28								
APP	001-213000		06/09/2021	06/06/21	060921			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,000.00	
APP	635-111100		06/09/2021	06/06/21	060921			CASH AP CASH DISBURSEMENTS JOURNAL			5,000.00
GENERAL LEDGER TOTAL										5,000.00	5,000.00
APP	631-130000		06/09/2021	06/06/21	060921			DUE TO/FROM CLEARING		5,000.00	
APP	001-130000		06/09/2021	06/06/21	060921			GENERAL - DUE TO/FROM CLEARING			5,000.00
SYSTEM GENERATED ENTRIES TOTAL										5,000.00	5,000.00
JOURNAL 2021/06/28 TOTAL										10,000.00	10,000.00

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2021	6	28	06/09/2021			
	001-130000					GENERAL - DUE TO/FROM CLEARING		5,000.00
	001-213000					GENERAL - ACCOUNTS PAYABLE	5,000.00	
						FUND TOTAL	5,000.00	5,000.00
631	CLEARING FUND	2021	6	28	06/09/2021			
	631-130000					DUE TO/FROM CLEARING	5,000.00	
	635-111100					CASH		5,000.00
						FUND TOTAL	5,000.00	5,000.00

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CITY OF BAINBRIDGE ISLAND  
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JOURNAL ENTRIES TO BE CREATED

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FUND		DUE TO	DUE FROM
001	GENERAL FUND		5,000.00
631	CLEARING FUND	5,000.00	
		TOTAL	5,000.00
			5,000.00

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

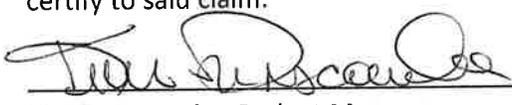
## PAYROLL

**PAYROLL CHECK RUN: 6 - 04 - 2021**

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	6/4/2021	51119 - 51243	Regular check run (Direct Dep)	326,685.81
Normal	6/4/2021	109614	Regular check run (Paper Checks)	2,119.45
Vendor	6/4/2021	109615 -109623	Vendor check run (Paper Checks)	318,775.40
EFTPS	6/4/2021	N/A	Federal Tax Electronic Transfer	124,083.78
Misc	6/7/2021	51244 -51246	Misc check run (Direct Dep)	2,005.07
Misc	6/7/2021	109624 -109625	Vendor check run (Paper Checks)	3,199.05
EFTPS	6/7/2021	N/A	Federal Tax Electronic Transfer	799.86
			<b>TOTAL:</b>	<b>777,668.42</b>

Prepared and Reviewed by:  Date 6-3-21  
 Brenda Landolt, Payroll Specialist

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

 Date 6/3/21  
 Kim Dunscombe, Budget Manager



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Consider Approval of City Council Meeting Minutes,

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

**AGENDA CATEGORY:** Minutes

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Consider approval of meeting minutes.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[City Council Study Session Minutes, May 18, 2021.pdf](#)

[City Council Regular Business Meeting Minutes, May 25, 2021.pdf](#)

[Joint City Council and Ethics Board Meeting Minutes, May 26, 2021.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION  
TUESDAY, MAY 18, 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, Pollock and Schneider were present.

2) [WELCOME TO NEW CITY MANAGER BLAIR KING](#)

Deputy Mayor Hytopoulos welcomed new City Manager Blair King.

3) EXECUTIVE SESSION

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

Deputy Mayor Hytopoulos adjourned the meeting to an executive session at 6:01 p.m. pursuant to RCW 42.30.110(1)(i). At 6:28 p.m., Council extended the executive session for ten minutes. Council returned from executive session at 6:45 p.m., and Deputy Mayor Hytopoulos reconvened the meeting.

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

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

5) FUTURE COUNCIL AGENDAS

**5.A Future Council Agendas**

[Cover Page](#)

[May 25 City Council Regular Business Meeting.pdf](#)

[May 26 Special Joint City Council and Ethics Board Meeting.pdf](#)

[June 1 City Council Study Session.pdf](#)

[June 8 City Council Regular Business Meeting.pdf](#)

[June 15 City Council Study Session.pdf](#)

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

Deputy City Manager Schroer reviewed future Council agendas.

Councilmember Deets moved and Councilmember Schneider seconded to add a discussion for initiating review of definitions, use standards, to determine if hotels can comply with the Comprehensive Plan in the Central Core, Gateway, and Ferry Terminal Districts.

Councilmember Deets moved and Councilmember Fantroy-Johnson seconded to add an update from the Climate Change Advisory Committee (CCAC) on the Climate Action Plan and a joint Race Equity Advisory Committee and CCAC subcommittee report on the June 15, 2021 agenda.

Mayor Nassar inquired about a Puget Sound Energy project on Sportsman Club Road. City Manager King will provide information to Council.

Mayor Nassar inquired about a cooperative weed management agreement. City Manager King will provide information to Council.

Councilmember Carr asked to add a discussion of the Deputy Mayor position in June.

6) UNFINISHED BUSINESS

**6.A Workplan Discussion - City Council**

[Cover Page](#)

[2021 Workplan Memo for CC 05182021.pdf](#)

[2021 Workplan 05-2021 Table.pdf](#)

[Workplan Presentation for 05182021.pptx](#)

City Manager King introduced the agenda item. Deputy City Manager Schroer provided information on the workplan. Councilmember Carr commented on the workplan, and Council discussed the topic. Council asked City Manager King to schedule a retreat in late June to further to discuss the workplan.

7) NEW BUSINESS

**7.A Resolution No. 2021-10 Updating the Ethics Program relating to Board Appointments - Executive**

[Cover Page](#)

[Resolution No. 2021-10.docx](#)

City Manager King introduced the agenda item. City Attorney Levan provided information on the resolution.

**MOTION:** I move to forward Resolution No. 2021-10 for consideration of approval with the May 25, 2021 Consent Agenda.

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

8) COUNCIL DISCUSSION

**8.A Discussion of Electric Shuttle Proposal - Councilmember Schneider**

[Cover Page](#)

[BI Electric Shuttle - Council Summary.pdf](#)

[Slides for Council - BI Electric Shuttle.pptx](#)

Councilmember Schneider introduced the agenda item and Greg Dronkert from Mobility for All. Mr. Dronkert provided a presentation on the proposal and addressed Council's questions.

Council forwarded the proposal to the Climate Action Advisory Committee for review in June.

#### **8.B Discussion relating to Proposed Local Plastics Ordinance - Councilmember Carr**

[Cover Page](#)

[Plastics Ord Memo\\_CM Carr.docx](#)

Councilmember Carr introduced the agenda item, and Council discussed the proposed policy direction.

**AMENDED MOTION:** I move to direct staff to develop and bring back to the City Council a draft local plastics ordinance based on policy direction provided at the May 18, 2021 study session affirmatively incorporating the five policy points into the draft ordinance.

**Nassar/Pollock** The motion carried 5 – 2.

AYES: Rasham Nassar, Kirsten Hytopoulos, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson

NOES: Joe Deets, Leslie Schneider

ABSENT: None

ABSTAIN: None

#### **8.C Process for Council Complaints - Mayor Nassar**

[Cover Page](#)

Mayor Nassar introduced the agenda item, and Council discussed the proposed process.

Council asked staff to bring back a resolution to a future business meeting for adopting the language into the Governance Manual as an option.

#### **9) FOR THE GOOD OF THE ORDER**

Mayor Nassar mentioned a Memorial Day presentation with the American Legion. Councilmembers Deets and Pollock will participate.

Councilmember Fantroy-Johnson mentioned the Rainbow Crew Northwest, a Westsound online guide for the LGBTQ+ community.

Councilmember Deets mentioned considering the criteria to rescind the declaration of emergency at a future meeting.

Councilmember Schneider mentioned a request for support for a Kitsap Transit maintenance facility grant proposal.

#### **10) ADJOURNMENT**

Deputy Mayor Hytopoulos adjourned the meeting at 8:52 p.m.

---

Rasham Nassar, Mayor

---

Christine Brown, CMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, MAY 25, 2021

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

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

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

2) EXECUTIVE SESSION

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

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

Council returned from executive session at 6:12 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, 6 – 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](#)

Cynthia Bellas spoke about a COVID-19 pilot study.

Dr. Jeremy Rossman spoke about a COVID-19 pilot study.

Dr. Derek Toomre spoke about a COVID-19 pilot study.

Sal DeRosalia welcomed City Manager King.

## 5) CITY MANAGER'S REPORT

City Manager King mentioned the Puget Sound Energy franchise agreement and open house, and a new mask policy for City employees.

## 6) CONSENT AGENDA

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

### **6.B Accounts Payable and Payroll** [Cover Page](#) [Council Report 5-20-21 payroll.pdf](#) [AP Report to Council of Cash Disbursements 05-26-21.pdf](#)

Accounts Payable: ACH check number 436 = \$8,559.00; manual check numbers 356298-356311 = \$386,739.95; disbursements = \$395,298.95. Regular check numbers 356312-356400 = \$1,223,889.32. Total disbursements = \$1,619,188.27.

Payroll: Regular direct deposit check numbers 50993-51118 = \$326,122.80; regular paper check number 109606 = \$2,356.69; Vendor paper check numbers 109607-109613 = \$127,703.72; Federal Tax Electronic Transfer = \$121,712.40. Total disbursements = \$577,895.61.

### **6.C City Council Meeting Minutes** [Cover Page](#) [Special City Council Study Session Minutes, May 4, 2021.pdf](#) [Regular City Council Business Meeting Minutes, May 11, 2021.pdf](#)

### **6.D Amendment No. 3 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works** [Cover Page](#) [Water Tank PSA Amendment No. 3.docx](#)

[Water Tank PSA Amend #3 - Exhibit A.pdf](#)  
[Water Tank PSA\\_2017.pdf](#)  
[Water Tank PSA Amendment No. 1.pdf](#)  
[Water Tank PSA Amendment No. 2.pdf](#)

### **6.E Grinder Pump Replacement Contract Award - Public Works** [Cover Page](#) [Bid Form.docx](#) [Small Works Contract for Grinder Pump Replacement.docx](#)

### **6.F Dry Fire Sprinkler System Replacement Contract Award and Budget Amendment - Public Works** [Cover Page](#)

[BID FORM.docx](#)  
[LPW\\_Contract\\_Dry Fire Sprinkler System.docx](#)

**6.G Resolution 2021-09 relating to Multifamily Tax Exemption (MFTE) Designation Areas - Planning**

[Cover Page](#)  
[Resolution No. 2021-09 Intent to Designate MFTE Eligible Areas](#)  
[Resolution No. 2021-09 Exhibits A and B](#)

**6.H Ordinance No. 2021-15 Relating to 2021 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance**

[Cover Page](#)  
[2021 1st QTR BUA Transmittal Memo.docx](#)  
[ORD 2021-15 2021 1st QTR Budget and CIP Amendments - Final.docx](#)  
[Ord 2021-15 Attachment A - Q1 Budget Amendments.pdf](#)

**6.I Resolution No. 2021-08 Updating the Governance Manual - Executive**

[Cover Page](#)  
[Resolution No. 2021-08 Updating the Governance Manual.docx](#)

**6.J Ordinance No. 2021-16 Updating the City Advisory Board, Commission, Committee, and Task Force Member Appointment and Confirmation Process - Executive**

[Cover Page](#)  
[Ordinance No. 2021-16.docx](#)

**6.K Resolution No. 2021-10 Updating the Ethics Program relating to Board Appointments - Executive**

[Cover Page](#)  
[Resolution No. 2021-10.docx](#)

**6.L Kitsap Transit Letter of Support for North Base Heavy-Duty Maintenance Facility**

[Cover Page](#)  
[2021 Letter of Support Kitsap Transit HDMF.docx](#)

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

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

AYES: Rasham Nassar, Joe Deets, Leslie Schneider, Michael Pollock, Christy Carr, Brenda Fantroy-Johnson

NOES: None

ABSENT: Kirsten Hytopoulos

ABSTAIN: None

7) FUTURE COUNCIL AGENDAS

**7.A Future Council Agendas**

[Cover Page](#)  
[May 26 Special Joint City Council and Ethics Board Meeting.pdf](#)  
[June 1 City Council Study Session.pdf](#)  
[June 8 City Council Regular Business Meeting.pdf](#)

[June 15 City Council Study Session.pdf](#)  
[June 22 City Council Regular Business Meeting.pdf](#)  
[2021 List of Proposed Future Council Topics for 05252021.docx](#)

City Manager King reviewed future Council agendas.

Councilmember Schneider suggested authorizing the Climate Change Advisory Committee to vet ideas from the community and forward them to Council for review. Council agreed to add it to a future Council agenda for discussion.

City Manager King provided information on Ward redistricting following release of census results.

8) PRESENTATION(S)

**8.A Annual Proclamation Declaring June 2021 as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month - Mayor Nassar**

[Cover Page](#)  
[LGBTQ Pride Month Proclamation 2021.docx](#)

Councilmember Fantroy-Johnson read the proclamation.

**8.B Proclamation Recognizing Memorial Day on May 31, 2021 - Mayor Nassar**

[Cover Page](#)  
[Proclamation Recognizing Memorial Day 2021.docx](#)

Councilmember Deets read the proclamation.

**MOTION:** I move to approve the proclamation honoring Memorial Day and to add it to the annual proclamations that may be signed by the Mayor without further Council action.

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

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

American Legion Commander Gary Sakuma thanked Council for the proclamation.

**8.C COVID-19 Update - Community Based Test Site and Vaccine Distribution Efforts - Executive**

[Cover Page](#)  
[COVID Update to Council 05252021.pdf](#)

Emergency Management Coordinator LeSage provided an update on the COVID-19 test site and vaccine clinic.

9) UNFINISHED BUSINESS

**9.A Update on the Small Business Economic Recovery Grant program - Finance**

[Cover Page](#)

[Slides for CC 05252021.pptx](#)  
[Business Grant Status Memo 05252021 .docx](#)  
[Resolution\\_No.\\_2021-05\\_Establishing\\_Small\\_Business\\_Relief\\_Grant\\_Program - Final Approved 022321.pdf](#)  
[Web\\_and\\_Applicant\\_Text\\_for\\_Bainbridge\\_Grant\\_Program\\_FinalKEDA.pdf](#)

Finance Director Pitts provided a presentation on the grant program and addressed Council's questions.

10) NEW BUSINESS

**10.A Schedule Public Hearing on Ordinance No. 2021-17 Extending the Landmark Tree Ordinance - Planning**

[Cover Page](#)  
[Ordinance No. 2021-17 Extending Landmark Tree Regulations Winslow Area - Public Hearing Draft.docx](#)  
[Exhibit A - Work Plan](#)  
[Exhibit B - Winslow Master Plan Study Area](#)  
[Councilmember Carr Comments re Ordinance 2021-07](#)

Planning Director Wright introduced the agenda item.

**MOTION:** I move to schedule a public hearing on Ordinance No. 2021-17 for June 8, 2021.

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

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

**10.B Council Consideration of Action on Ethics Board Complaint 2020-02 - Council**

[Cover Page](#)  
[Hearing Examiner Decision on Ethics Complaint No. 2020-02](#)

Mayor Nassar introduced the agenda item.

**MOTION:** I move to accept the Hearing Examiner's decision on Ethics Board Complaint 2020-02.

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

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

11) COUNCIL DISCUSSION

**11.A Consideration of Adding "No Parking" Signs on Miller Road - Councilmember Carr**

[Cover Page](#)  
[Miller\\_GF Parking Signs.pdf](#)

Councilmember Pollock and Councilmember Fantroy-Johnson seconded to direct the City Manager to install “no parking” signs as recommended by staff and in the agenda package along Miller Road adjacent to the Grand Forest main parking area no later than July 5, 2021.

Councilmember Carr introduced the agenda item. Public Works Director Wierzbicki noted that the bike lane symbols may not be installed by July 5, 2021.

Councilmember Pollock moved and Councilmember Fantroy-Johnson seconded to amend the main motion to include the words “as recommended by staff and in the agenda packet.” The amendment carried unanimously, 6-0.

**AMENDED MOTION:** I move to direct the City Manager to install “no parking” signs as recommended by staff and in the agenda package along Miller Road adjacent to the Grand Forest main parking area no later than July 5, 2021 as recommended by staff and in the agenda packet.

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

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

City Manager King provided information on an approach to handle these types of requests with an internal traffic operations committee.

## 12) COMMITTEE REPORTS

There were no committee reports provided.

## 13) FOR THE GOOD OF THE ORDER

Councilmember Fantroy-Johnson recognized the one-year anniversary of George Floyd's murder.

Councilmember Deets inquired about next steps for the COVID-19 pilot project raised during public comment. City Manager King will gather additional information for Council.

## 14) ADJOURNMENT

Mayor Nassar adjourned the meeting at 7:51 p.m.

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Rasham Nassar, Mayor

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Christine Brown, CMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

SPECIAL JOINT CITY COUNCIL AND ETHICS BOARD MEETING  
WEDNESDAY, MAY 26, 2021

MEETING MINUTES

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

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

Mayor Nassar, Deputy Mayor Hytopoulos, and Councilmembers Deets, Fantroy-Johnson, Pollock, and Schneider were present. Councilmember Carr joined the meeting at 6:02 p.m.

Ethics Board Chair Weaver, Vice Chair Mallon, and Ethics Board members Anderson, Cash, and Keating were present.

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

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

3) UNFINISHED BUSINESS

**3.A [Review Pending Motions to Amend Ethics Board Operating Rules](#)**

[Cover Page](#)

[Motions Made at October 27, 2020, Council Meeting](#)

[Deputy Mayor Deets - Suggested Motions for Council Ethics Discussion \(November 10, 2020\)](#)

[Ethics Board Operating Rules - Revised and Adopted 10-19-2020](#)

[Resolution No. 2020-13 Updating the Code of Conduct and Ethics Program Approved 081120.pdf](#)

Mayor Nassar introduced the agenda item. Councilmembers and Ethics Board members discussed and provided feedback on motions made at the October 27, 2020, City Council meeting. Councilmembers and Ethics Board members next discussed the motions submitted by Councilmember Deets. Councilmember Deets withdrew motions 2 and 3. The motions will be returned to a business meeting for review and possible approval.

Councilmembers and the Ethics Board members discussed the question of whether to accept anonymous complaints.

**MOTION:** I move to create a joint subcommittee comprised of two Councilmembers, Deputy Mayor Hytopoulos and Councilmember Deets, and two Ethics Board members, Chair Weaver and Board Member Keating, to return to Council with a recommendation and provide clarification on the intent of the program as relates to the anonymity of process of handling complaints.

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

Ethics Board Chair Weaver asked to move forward with the Ethics Board member appointments. He will work with City Manager King on the training program.

4) **ADJOURNMENT**

Mayor Nassar adjourned the meeting at 7:37 p.m.

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Rasham Nassar, Mayor

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Christine Brown, CMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:**

**AGENDA ITEM:** Consider Approval of Watershed Assessment for Manzanita Professional Services Agreement for Support Services in the Amount of \$187,000.00 – Public Works,

**SUMMARY:** The proposed consultant services are for the ecological assessment and restoration services for the Manzanita Watershed.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

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

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

**FISCAL IMPACT:**

<b>Amount:</b>	\$187,000.00
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$187,000.00
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The City needs professional services in connection with the ecological assessment and restoration of the Manzanita Watershed by means of correcting the hydrologic cycle and returning it closer to its natural state. The project is scoped and funded in accordance with a Near-Term Action grant that was secured from the Department of Ecology in 2020. The project funding, \$200,000.00 is included in the biennial budget.

The Manzanita Watershed hydrologic cycle supplies water to our wells for drinking and domestic uses as well as to the local streams and wetlands for the benefit of wildlife. The issue this work will address is that one hundred years of development, including roads, houses and lawns, has short circuited the cycle by converting rain directly to stormwater runoff, while in predevelopment times the rain remained in the soil and aquifers for much longer. This project will develop facilities to slow down the runoff and replenish the shallow aquifers, raising summer baseflow in the streams and keeping riparian corridors wet, which also serve as crucial wildfire breaks.

The Consultant will provide a variety of tasks including producing a heat map of the stormwater influences within the basin that helps to define potential areas for correction, identify stormwater facility sites, evaluate and

rank project opportunities, and produce preliminary and final designs for the top ranked project. Other tasks include exploring potential stormwater funding alternatives. The Consultant will also provide limited support for various meetings including two stakeholder meetings.

The City solicited requests for qualifications through the Municipal Research Services Center (MRSC) Consultant Roster and two proposals were received.

City staff reviewed the consultants' proposals and selected Herrera Environmental Consultants Inc. in the amount of \$187,000.00 as the most qualified consultant to prepare an assessment of the Manzanita watershed.

**ATTACHMENTS:**

[Manzanita Professional Services Agreement.docx](#)

[Attachment B.1-Scope of Work.pdf](#)

[Attachment B.2-Budget.pdf](#)

[Attachment B.3-Schedule.pdf](#)

[DOE Manzanita Watershed Planning.pdf](#)

**FISCAL DETAILS:** There is \$200,000 budgeted in the Storm and Surface Water fund for this project with no expenditures spent.

**Fund Name(s):** SSWM 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 Herrera Environmental Consultants, Inc., a Washington State corporation (“Consultant”).

**WHEREAS**, the City needs professional services in connection with the ecological assessment and restoration of Manzanita Watershed by means of correcting the hydrologic cycle and returning it closer to its natural state; 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 April 15, 2023, unless sooner terminated by either party as provided below.

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

### **3. PAYMENT**

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of One Hundred Eighty-Seven Thousand Dollars and No Cents, (\$187,000.00);

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project

shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

#### **4. INSPECTION AND AUDIT**

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

#### **5. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

## **7. OWNERSHIP OF WORK PRODUCT**

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

## **8. GENERAL ADMINISTRATION AND MANAGEMENT**

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

## **9. HOLD HARMLESS AND INDEMNIFICATION**

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the 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:       Herrera Environmental Consultants, Inc.  
2200 6<sup>th</sup> Ave Ste 1100  
Seattle, WA 98121-1867  
Attention: Matt Fontaine

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.

HERRERA ENVIRONMENTAL  
CONSULTANTS, INC.

CITY OF BAINBRIDGE ISLAND

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

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

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

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

Blair King, City Manager

Name \_\_\_\_\_

Title \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

City Bus. Lic. # \_\_\_\_\_

**ATTACHMENT A  
INSURANCE REQUIREMENTS**

**A. Insurance Term**

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

**B. No Limitation**

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

**C. Minimum Scope of Insurance**

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

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

**D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

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

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

**E. Other Insurance Provision**

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

**F. Acceptability of Insurers**

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

**G. Verification of Coverage**

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

**H. Notice of Cancellation**

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

**I. Failure to Maintain Insurance**

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

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

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

**ATTACHMENT B**

**B1 - SCOPE OF WORK**

**B2 – BUDGET**

**B3 - SCHEDULE**

# ATTACHMENT B.1 – SCOPE

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## CITY OF BAINBRIDGE ISLAND WATERSHED ASSESSMENT, DESIGN, AND FUNDING

On March 23, 2021, the City of Bainbridge Island (the City) authorized Herrera Environmental Consultants, Inc. (Herrera) to prepare a scope of services and cost estimate to provide support for the City’s Watershed Assessment, Design and Funding Project.

This scope of services includes a discussion of the activities, assumptions (including city responsibilities), and deliverables associated with the project tasks:

- Task 1.0 – Watershed Characterization (NEP Task 3.1).....1
- Task 2.0 – Locate and Design Facilities (NEP Task 4) .....2
- Task 3.0 – Alternative Funding Options (NEP Task 5) .....7
- Task 4.0 – Project Management/Contract Administration.....9
- Task 5.0 – Contingency.....**Error! Bookmark not defined.**
- Project Budget and Schedule ..... 10
- Nice to have if budget allows:.....**Error! Bookmark not defined.**

The Consultant team (Consultant) for this project includes Herrera, Lotus Water, and AESI. All deliverables listed are electronic files and all meetings or workshops are online or on the phone unless otherwise noted. The City will provide consolidated comments on all draft deliverables.

Consultant’s services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

### TASK 1.0 – WATERSHED CHARACTERIZATION (NEP TASK 3.1)

The City will be responsible for preparing a report section detailing processes in the watershed. The Consultant’s primary responsibility in this task will be to produce a heat map of stormwater influence within the basin that helps define potential areas within the City where stormwater facilities could be sited. The Consultant will hold a kickoff meeting with the City to discuss

## SCOPE OF SERVICES

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project goals and coordinate with the City's project manager and other City staff as appropriate to gather and evaluate GIS data that is applicable to mapping stormwater influence within the basin.

The documents listed below, and other relevant documents deemed important by the City or consultant team, will be provided to the Consultant. Consultant will produce a report summarizing the findings.

Consultant will review the following information:

- Geographic information system (GIS) data including existing stormwater system, drainage basins, impervious surface analysis, soils, utilities, land uses, aerial photos, wellhead protection areas, streets, topography, zoning, tax lots, buildings, public stormwater facilities, and private stormwater facilities.

### Assumptions

- The City will provide the above information or will direct Consultant to readily available electronic data sources as appropriate.
- One conference call is assumed for coordinating document and GIS data acquisition.
- The Consultant will prepare a brief narrative describing the process used to create the stormwater heat map that the City can integrate into the report section.

### Deliverables

- Heat map of stormwater influence.

## TASK 2.0 – LOCATE AND DESIGN FACILITIES (NEP TASK 4)

Task 2.0 will identify stormwater facility opportunity sites, evaluate and rank project opportunities, produce preliminary designs for the top 2 ranked projects, and 1 design will be carried forward to 90% design and then finalized (100% design) based on Ecology comments on the 90% design.

### Subtask 2.1 – Stormwater Facility Opportunity Sites

Consultant will perform a desktop assessment of stormwater facility opportunity locations using GIS, including the results of Task 1, followed by one day of field reconnaissance to evaluate potential stormwater facility opportunity sites. For each feasible opportunity site, the Consultant

## SCOPE OF SERVICES

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will use quantitative and qualitative measures to describe the facility benefits and constraints. Consultant will produce an online story map to communicate the results of the desktop and field analysis and summarize candidate sites and potential stormwater facility opportunities. Consultant will create project screening criteria and will refine the criteria in consultation with the City and the steering committee. Projects will be scored and ranked.

Consultant and City shall conduct one site visit to up to five selected sites to discuss opportunities and constraints at each site.

Consultant will conduct a desktop review of infiltration potential at up to 5 sites using available geologic mapping, well log, publicly available boring data, and boring data (from historic projects) provided by the City. The Consultant will provide an email summary of their observations related to infiltration potential at each site. Observations will be discussed during an online meeting with the design team.

City will conduct preliminary geotechnical exploration (borings) for infiltration potential for the top 2 or 3 candidate sites with the greatest potential for construction of a stormwater facility that supplements streamflow. The Consultant will review boring results, analyze samples from the borings in their lab, and prepare a brief geotechnical memorandum describing infiltration potential at the sites where borings were performed.

### Subtask 2.2 – Preliminary Designs

For the top two projects, Consultant will prepare preliminary design packages (up to 4 pages per project) that describe project benefits, opportunities, constraints, and permitting requirements in greater detail than Task 2.1, with focus given to information that is relevant for Stormwater Financial Assistance Program and future Ecology design reports. Preliminary design packages may include the following information:

- Total cost
- Project description
- Drainage area
- Design considerations
- Benefits
- Estimated pollutant load reduction and volume of stormwater managed
- Project prioritization criteria
- Conceptual design plan and sections or profiles
- Engineers estimate of probable construction cost

For the highest priority project, a set of 30% design plans, opinion of probable construction cost, and Design Report will be prepared. The Design Report will be prepared in accordance with the

## SCOPE OF SERVICES

Ecology Stormwater Design Deliverables Guidance

(<https://ecology.wa.gov/DOE/files/93/930ea880-3989-4ac3-9b6b-ae6dd7b0151c.pdf>) and will include the following sections

- Introduction
- Basin Description
- Site Description
- Minimum Requirement/Core Element Analysis
- Alternatives Considered
- Design Analysis
- Quantify the Water Quality Benefit
- Engineer’s Opinion of Probable Cost
- Proposed Schedule
- Attachments – basin maps, project limits / TDA maps, preliminary plans, cost estimate details, model output, and geotechnical report

The Design Report will be revised to address Ecology comments.

### Subtask 2.3 – Final Design

After Ecology comments are received, Consultant shall a prepare 90% plans, special provisions to the WSDOT and City standard specifications, and cost estimate (PS&E) for the City’s highest priority project. The Consultant will provide a progress print of the design when the design has progressed to approximately 60% complete and hold one conference call with the City to discuss City comments on the design. The design plans are expected to include the following sheets:

Assumed Design Plan Sheets for Each Deliverable					
No	Dwg	Sheet Name	Included in Submittal (X)		
			30%	60%	90% / 100%
1	G-1	Cover sheet, vicinity map, and sheet index	X	X	X

## SCOPE OF SERVICES

2	G-2	General notes, legend, and abbreviations		X	X
3	G-3	City standard notes		X	X
4	G-4	Existing conditions (survey base map)	X	X	X
5	G-5	Site preparation and TESC plan		X	X
6	C-1	Stormwater plan and profile	X	X	X
7	C-2	Stormwater sections and details		X	X
8	LA-1	Planting plan, notes, and details		X	X

### Subtask 2.4 – 100% Design

After Ecology comments are received on the 90% design, Consultant shall a prepare a table summarizing responses to Ecology comments on the 90% design, 100% plans, special provisions to the WSDOT and City standard specifications, and cost estimate (PS&E) for the City’s highest priority project. The 100% plans are expected to include the same sheets listed for 90% Design.

### Assumptions

- City will be responsible for all Steering Committee coordination.
- Consultant will complete 1 days of field investigation using a 2-person team each day.
- Consultant will host the story map.
- Consultant will provide draft scoring and ranking criteria.
- City will provide one set of consolidated comments on scoring and ranking criteria.
- Consultant will revise scoring and ranking criteria after City and steering committee review.
- Consultant will lead 1 online meetings with City staff and steering committee to review the stormwater opportunity sites identified in the field and discuss the priority ranking
- The Consultant will provide the City with notes taking during the steering committee meeting and the City will be responsible for preparing official notes from the meeting.

## SCOPE OF SERVICES

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- The City Project Manager shall determine which personnel from various departments shall attend the site visits to priority sites such as: maintenance, transportation, traffic operations, construction, drainage, landscape, and environmental shall attend the site visit.
- For the priority sites selected for geotechnical borings the City will provide the following:
  - Submittal of cultural resource review forms to the Department of Archeological and Historic Preservation
  - Utility location
  - Vactor excavation to clear the area of any utilities prior to borings
  - A hollow stem auger drilling rig through existing City on-call contract (up to two days)
  - A licensed hydrogeologist to observe the drilling and collect samples (up to two days).
  - Shipment of samples to the Consultant materials lab.
- During geotechnical borings the City hydrogeologist will observe the borings, document observations, and photograph and collect samples in accordance with a protocol provided by the Consultant.
- The City and Consultant will mutually agree on the highest priority site for final design based on project ranking described above and site and project complexity relative to available budget for design.
- After the highest priority site is selected, the Consultant will provide the City with a survey request for the site and the City survey crew will conduct professional land survey and provide a stamped survey base map of the site to the Consultant.
- The City will provide the Consultant with their standard, current, boilerplate contract language ("front end docs"), including city standard specifications and drawings, to be used for the project.
- City will provide one set of consolidated comments on all design deliverables.
- City reviews will be completed in accordance with the timelines identified in the attached schedule.
- City will complete SERP packet and all grant deliverables not listed below.

## SCOPE OF SERVICES

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- Ecology will review grant deliverables listed below and provide a single set of consolidated comments from that review. If Ecology requests additional information that is outside the scope of this contract, the City will be responsible for negotiating with Ecology related to those requests. The Consultant may provide additional analysis or reports through supplemental agreement.

### Deliverables

- Table of ranked sites
- A brief geotechnical memorandum describing infiltration potential at the priority sites where borings were performed
- Ecology grant deliverables prepared by the Consultant:
  - Two preliminary design packages
  - Response to Ecology comments on design packages
  - Revised design packages
  - Design Report for the highest priority site
  - Input on City response to Ecology Design Report Comments by email
  - Revised Design Report
  - 90% Design Plans, Specifications, and Cost Estimate (PS&E) for one site
  - Table of response to Ecology Comments on the 90% design by email
  - Final (100%) PS&E for one site

## TASK 3.0 – ALTERNATIVE FUNDING OPTIONS (NEP TASK 5)

Consultant shall help the City explore potential stormwater funding alternatives including Stormwater Control Transfer Program, In Lieu Fee, and Credit Trading. Consultant will conduct two meetings with key City staff, prior to and following a questionnaire. Consultant will identify funding framework options based upon motivators, barriers, and potential opportunities specific to Bainbridge Island. City direction will guide the framework for the draft Issue Paper. After City review and comment, the City will lead stakeholder outreach with Consultant support described below. Following City and stakeholder comments, the Issue Paper will be finalized.

### Subtask 3.1 – Stormwater Funding Options Analysis

Consultant shall submit a data request to the City to better understand the level of understanding of alternative programs, available data resources, and potential unique needs for the City. The Consultant shall facilitate a meeting and provide a presentation on alternative compliance

## **SCOPE OF SERVICES**

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programs from around the country including examples specific to Western Washington to establish the current state of practice and to give the City staff an understanding of how other programs are structured.

After the Consultant reviews available data and notes captured from the first meeting, the Consultant will facilitate a follow up meeting to better understand regulatory drivers, validate the team's assumptions, identify any data gaps, and to identify City preferences.

Consultant shall draft an Issue Paper documenting available data, potential frameworks that are suitable for the City's needs, and any outcomes from the first two meetings for City review and comment.

### **Subtask 3.2 – Stakeholder Outreach**

Consultant will provide limited support for two stakeholder meetings, including attendance at two online meetings and 12 hours of support for meeting preparation and follow up.

### **Subtask 3.3 – Stormwater Transfer Control Framework**

Consultant shall revise the Issue Paper to address feedback from the City and stakeholders. Preliminary cost data from Task 2 may be available to inform the potential economic viability of an alternative funding scenario. The City will review and provide consolidated feedback. Consultant will finalize the Issue Paper.

### **Assumptions**

- City will provide list of attendees for "State of Practice" meeting
- City staff will provide any available data requested by the Consultant, data request will be focused on compliance data, development/redevelopment data, and any available cost data
- City will provide list of attendees for "Framework Options" meeting
- City will provide a list of attendees for the presentation of the draft Issue Paper
- City will provide consolidated feedback on revised draft Issue Paper

### **Deliverables**

- Meeting agenda and attendee list for "State of Practice" meeting

## SCOPE OF SERVICES

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- “State of Practice” meeting presentation
- Meeting agenda and attendee list for “Framework Options” meeting
- “Framework Options” meeting presentation
- Summary comments from “State of Practice” meeting
- Summary comments from “Framework Options” meeting
- Draft Issue Paper
- Draft stakeholder meeting agenda and presentation materials
- Final stakeholder meeting agenda and presentation
- Summary of attendee stakeholder comments
- Revised Issue Paper
- Final Issue Paper
- Recording of stakeholder workshop

## TASK 4.0 – PROJECT MANAGEMENT/CONTRACT ADMINISTRATION

Consultant will be responsible for ongoing management and contract administration of this project, including preparing monthly invoices and progress reports, as well as coordination of work efforts with the City’s project manager and subconsultants. Herrera’s project manager and contract manager will have phone and e-mail contact with the City’s project manager and other City representatives on an as-needed basis regarding scope, schedule, budget, and invoicing issues.

This task also includes monthly project coordination calls between the Herrera and City project manager. These calls are in addition to task-specific meetings outlined in previous tasks. Herrera will perform QA/QC of deliverables, including subconsultant deliverables.

### Assumptions

- Consultant and City project coordination calls will occur on the phone or video conference every two weeks, and may be conducted in person as needed and as budget allows

## SCOPE OF SERVICES

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- Herrera and City will provide contact information for project manager back-up should primary contact(s) be unavailable.
- Duration of the work described in this scope of work will be 16 months.

## Deliverables

- Monthly invoices and progress reports
- Email notes from regular PM meetings

## PROJECT BUDGET AND SCHEDULE

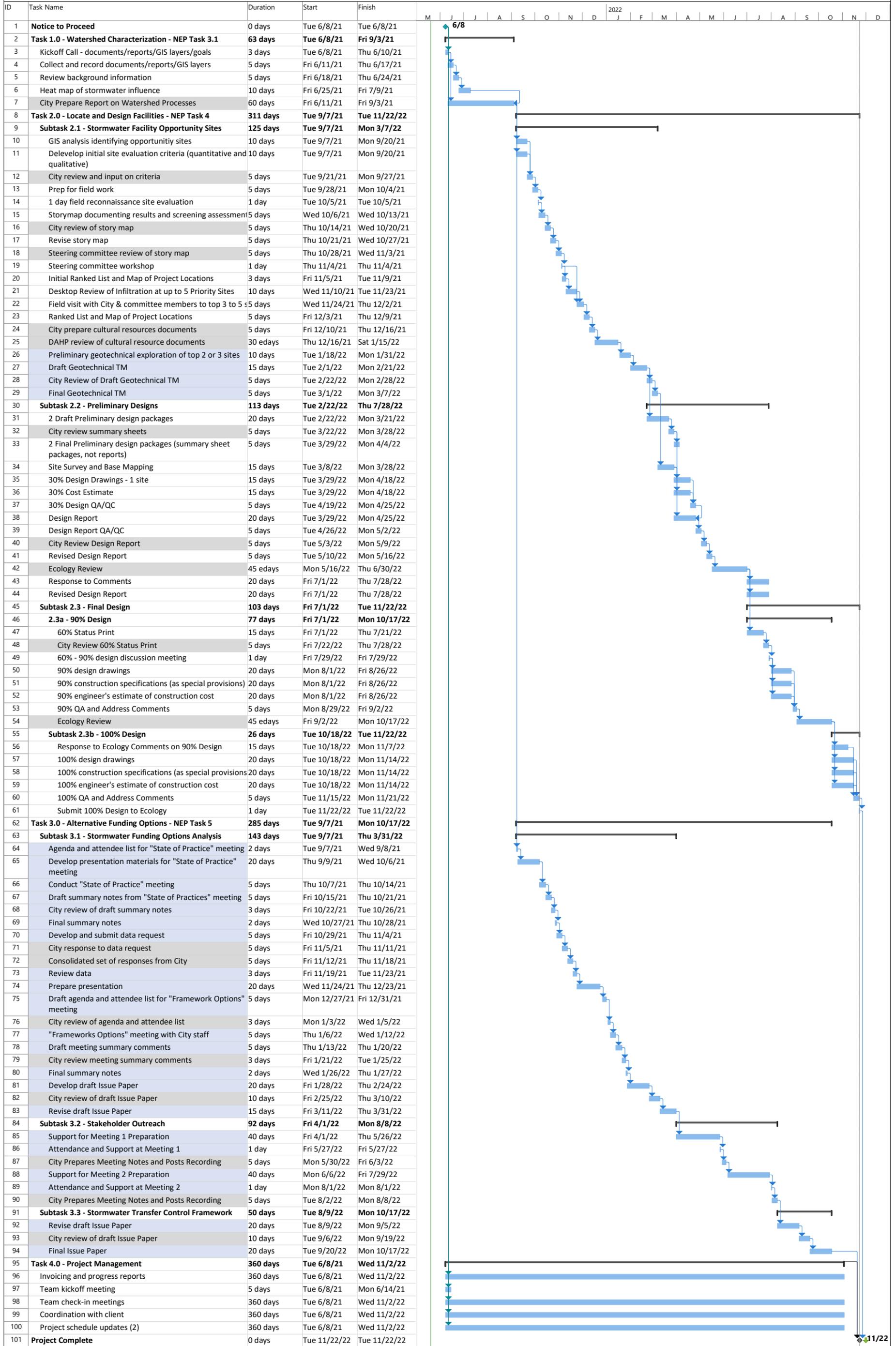
The estimated project Budget and Schedule are provided in Exhibits B2 and B3 respectively.



Cost Estimate for Watershed Assessment, Design and Funding  
Herrera Project No. [21-07564-000]

Task No.			1.0	2.0	3.0	4.0	5.0	Total
			Watershed Characterization - NEP Task 3.1	Locate and Design Facilities - NEP Task 4	Alternative Funding Options - NEP Task 5	Project Management	Contingency	
Herrera Labor based on: <b>Burdened Labor Rates</b>								
Schedule	Task Start Date		5/17/2021	10/18/2021	5/17/2021	5/17/2021	5/17/2021	
	Task End Date		10/18/2021	10/18/2022	1/17/2022	11/17/2022	11/17/2022	
Staff	Title	2021 Burdened Labor Rates						
Lenth, John	Vice President	\$266.16	2	2	0	3	0	7
Michaud, Joy	Scientist VI	\$248.52	2	5	7	1	0	15
Fontaine, Matthew	Engineer V	\$201.34	6	107	0	37	0	150
Wingrove, Katie	Engineer II	\$141.95	16	53	0	1	0	70
Fohn, Mindy	Scientist III	\$156.66	8	6	21	25	0	60
Chechanover, Julianne	Engineer I	\$119.92	8	292	0	17	0	317
Vayanos, Stacy	Landscape Architect III	\$123.60	0	55	28	0	0	83
Rudnick, Tracy	Project Accountant IV	\$123.70	0	0	0	20	0	20
Jackowich, Pam	Administrative Coordinat	\$121.34	0	7	0	0	0	7
Marshall, Eric	CAD Technician III	\$139.01	0	130	0	0	0	130
Webb, Christopher	Engineer V	\$245.95	0	16	0	0	0	16
<b>Total Hours per Task</b>			42	673	56	104	0	875
<b>Subtotal Labor</b>			\$6,721	\$96,452	\$8,490	\$17,067	\$0	\$128,731
<b>Subtotal Herrera Labor</b>			<b>\$6,721</b>	<b>\$96,452</b>	<b>\$8,490</b>	<b>\$17,067</b>		<b>\$128,731</b>
<b>Subconsultants</b>								
Subconsultant								
AESI			\$0	\$26,000	\$0	\$0	\$0	\$26,000
Lotus			\$0	\$0	\$32,000	\$0	\$0	\$32,000
<b>Subtotal Subconsultant Cost</b>			<b>\$0</b>	<b>\$26,000</b>	<b>\$32,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$58,000</b>
<b>Travel and Per Diem (PD)</b>								
Item	Unit	Date Updated:						
Auto Use	Mile	\$0.56	0	200	0	0	0	200
<b>Subtotal Per Diem</b>			<b>\$0</b>	<b>\$112</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$112</b>
<b>Subtotal Per Diem, Lab Costs, and ODCs</b>			<b>\$0</b>	<b>\$112</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$112</b>
<b>Grand Subtotal</b>			<b>\$6,721</b>	<b>\$122,564</b>	<b>\$40,490</b>	<b>\$17,067</b>	<b>\$0</b>	<b>\$186,843</b>
<b>Grand Total</b>								<b>\$186,843</b>

Exhibit B.3-Schedule for Watershed Assessment, Design, and Funding



Project: BI-WatershedAssesme  
Date: Thu 5/20/21

Task ■ Milestone ◆ Summary ▬ Deadline ▼



## Agreement No. WQNEP-2020-BainIs-00064

### WATER QUALITY NEP STORMWATER INITIATIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BAINBRIDGE ISLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Bainbridge Island, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	Manzanita Watershed Planning
Total Cost:	\$200,000.00
Total Eligible Cost:	\$200,000.00
Ecology Share:	\$200,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	03/01/2021
The Expiration Date of this Agreement is no later than:	03/01/2023
Project Type:	NEP Stormwater Strategic Initiative

#### Project Short Description:

Manzanita watershed on Bainbridge Island presents an opportunity to design and implement stormwater improvements in accordance with landowner willingness, cost effectiveness, and greatest ecological lift. Other studies have recognized that this watershed has great potential to regain hydrologic balance and provide intact riparian habitat to support Puget Sound recovery. The project will assess how an 'out of basin mitigation' program could fund retrofit projects in the Manzanita watershed.

#### Project Long Description:

Manzanita watershed hosts one of the most important salmon bearing streams on Bainbridge Island. Most years, Manzanita Creek has the highest number of spawning salmon of the streams monitored on the island (BIWC 2019). Since time immemorial the Suquamish people have gathered sustenance from their usual and accustomed grounds along its shores. The watershed shows promise to remain a vibrant and durable ecosystem into the future due to its extensive



Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

in-tact forestlands, large wetland complexes and low-density residential neighborhoods. One of the main stressors to water quality in Manzanita Creek is the fact that many homes were built prior to modern stormwater regulation causing water to flow off the landscape quickly and short-circuit the natural hydrologic cycle. With a few targeted, science-based stormwater mitigation facilities the watershed could come closer to mirror pre-development conditions.

This project will produce a plan and facility designs to improve water quality and habitat in the Manzanita watershed. By planning stormwater improvements in one watershed, the RECIPIENT will be able to evolve its understanding of new methods of achieving stormwater treatment and help fulfill requirements of its NPDES Phase II stormwater discharge permit, namely Stormwater Management Action Planning (2019). The permit is asking local jurisdictions to better plan for stormwater improvements and find ways to fund them faster than redevelopment rates would allow. This project will accomplish both by identifying locations to site new or retrofitted stormwater facilities and by considering new frameworks to help fund these projects.

This project will also explore a Stormwater Control Transfer Program (SCTP, 2016) and identify potential pilot projects. Through this project the RECIPIENT will inquire with developers and engineers with the potential to develop in the more urbanized watersheds of Bainbridge such as North Eagle Harbor Watershed which hosts the historic town of Winslow and a ferry terminal to Seattle. To ensure feasibility a SCTP would need to be a favorable option for dealing with stormwater mitigation requirements for future developments in this type of urbanized service center.

During the project, the RECIPIENT will host a diverse group of stakeholders, including land developers, conservation district, state agencies, and nonprofits, to collaborate on creative solutions to mitigate the negative effects of stormwater runoff. The RECIPIENT will consider both hard solutions, like building detention ponds, and also soft solutions, like restoring degraded wetlands or preserving intact forestland. In addition, the RECIPIENT will explore big solutions like a regional, capital facility that would treat at least 25 acres of runoff from roads and neighborhoods, as well as small solutions like a private rain garden that would treat at least 0.1 acres of runoff from a single residence.

The project will combine the findings from previous studies by King County on benthos and flow regime (2015, 2019), utilize new findings from recent island-wide water quality and sediment studies (COBI 2019, 2020) and update a previous surface water management plan (Kato 2001) to identify continued infrastructure deficiencies and pinpoint locations for new opportunities to improve water quality.

The project will also look ahead to future plans that the City is committed to completing in the next 1-3 years. This project will align with projects and policies identified in the WRIA 15 streamflow restoration planning process (underway and expected to finish in June 2021), as well as support a broader Island-wide stormwater system study (funded for 2021-2022) and dovetail with a groundwater management study (funded in 2021-2022).

In addition, the final watershed assessment project report will learn how other local jurisdictions have approached out-of-basin stormwater mitigation from previous reports on regional stormwater funding models such as King County's (2014), City of Tacoma's (2016), and Kitsap County's (2019). These reports detail how a regional facility can achieve stormwater treatment at a better value.

A portion of the funds will be used to design at least 4 high priority projects in the watershed. High priority projects may include rejuvenation/naturalization of a stormwater pond, construction of a community rain garden, reforestation plantings or an agricultural improvement to tangibly improve water quality.

Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

To track effectiveness of the project, macroinvertebrate sampling will continue on an annual basis in accordance with the City's on-going Water Quality and Flow Monitoring Program (WQFMP). Biologic integrity metrics will be calculated and presented annually through the City's website and to local environmental groups. Funding for sampling and reporting is ongoing within the City's budget

Overall Goal:

- A report and GIS files from the Ecology's Puget Sound Watershed Characterization (PSWC) team identifying important hydrologic processes in the Manzanita watershed that will support streamflow restoration through stormwater facilities
- Final designs (90%) for at least 2 rain gardens or other non-engineered LID to prevent stormwater runoff.
- Identify locations and facility types for at least 5 stormwater treatment retrofits or new regional treatment facilities
- Conceptual designs (30%) of at least 2 stormwater facilities (new or retrofitted) or similar type project as identified in the Stormwater Management Manual for Western Washington, Building Cities in the Rain or Stormwater Control Transfer Program
- Dialog with the private sector (engineers/developers) on the need and practicality for an out-of-basin stormwater mitigation option
- Present multiple funding strategies for accelerated stormwater mitigation in the Manzanita watershed to City leadership

Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

**RECIPIENT INFORMATION**

Organization Name: City of Bainbridge Island

Federal Tax ID: 91-6001663

DUNS Number: 023277767

Mailing Address: 280 Madison Ave N  
Bainbridge Island, WA 98110

Physical Address: 280 Madison Ave N  
Bainbridge Island, Washington 98110

Organization Fax: (206) 780-3724

**Contacts**

Agreement No: WQNEP-2020-BainIs-00064  
 Project Title: Manzanita Watershed Planning  
 Recipient Name: City of Bainbridge Island

<p><b>Project Manager</b></p>	<p>Christian Berg                  Water Resources Technician</p> <p>280 Madison Ave N                  Bainbridge Island, Washington 98110                  Email: cberg@bainbridgewa.gov                  Phone: (206) 780-3724</p>
<p><b>Billing Contact</b></p>	<p>Kathrine Gormanous                  Administrative Services Supervisor</p> <p>280 Madison Ave. N                  Bainbridge Island, Washington 98110                  Email: kgormanous@bainbridgewa.gov                  Phone: (206) 780-3714</p>
<p><b>Authorized Signatory</b></p>	<p>Christopher Wierzbicki                  Public Works Director</p> <p>280 Madison Ave N                  Bainbridge Island, Washington 98110                  Email: cwierzbicki@bainbridgewa.gov                  Phone: (206) 780-3724</p>

Agreement No: WQNEP-2020-BainIs-00064  
 Project Title: Manzanita Watershed Planning  
 Recipient Name: City of Bainbridge Island

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Justin Donahue</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: JUSD461@ecy.wa.gov                  Phone: (360) 407-7671</p>
<p><b>Financial Manager</b></p>	<p>Justin Donahue</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: JUSD461@ecy.wa.gov                  Phone: (360) 407-7671</p>
<p><b>Technical Advisor</b></p>	<p>Gary Myers</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: gmye461@ecy.wa.gov                  Phone: (360) 407-7498</p>

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Bainbridge Island

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

By:  3/22/21

Vincent McGowan, P.E. Date

Christopher Wierzbicki Date

Water Quality  
Program Manager

Public Works Director

Template Approved to Form by  
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

Ellen Schroer

Ellen Schroer

Digitally signed by Ellen Schroer  
DN: cn=Ellen Schroer, o=City of Bainbridge  
Island, ou=Executive Department,  
email=eschroer@bainbridgewa.gov, c=US  
Date: 2021.03.19 16:02:28 -07'00'

March 19, 2021

Interim City Manager

Date

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$10,000.00**

Task Title: Project Development

### Task Description:

This task must be completed before initiating any other work under this subaward. Work completed on other tasks prior to completion of Task 1 may be ineligible for reimbursement.

#### 1.1 DETAILED PROJECT PLAN (DPP)

The RECIPIENT will prepare a detailed project outline and timeline to describe project expectations and outcomes. The detailed project plan will also identify how the objectives of the project will be evaluated, including quantifiable performance measures and targets. As part of developing the detailed project plan, the RECIPIENT will meet with their Stormwater SI Grant Program Representative to discuss the project goals, tasks, timeline, and shared workload. Stormwater SI staff will have the opportunity to provide input on the plan and establish mutual expectations.

The RECIPIENT should provide relevant spatial data for their project and this should be identified in the detailed project plan. The RECIPIENT should consult with Stormwater SI staff and spatial analysts where appropriate to determine the spatial data, associated metadata, and data storage location that are relevant for the project. Project coordinates (latitude, longitude) should be submitted in decimal degrees.

#### 1.2 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Per EPA subaward terms and conditions, the RECIPIENT must submit a Quality Assurance Project Plan (QAPP) or QAPP waiver to the Washington State Department of Ecology's National Estuary Program Quality Assurance Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. See <http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html>. If a QAPP is required, the RECIPIENT will work with the NEP QC to develop and approve the QAPP.

Work related to collecting environmental data may not begin until the QAPP or waivers are completed and approved. The detailed project plan (Task 1.1) may be appended to the QAPP waiver form in lieu of completing page 2.

#### 1.3 EFFECTIVENESS CONSULTATION

The RECIPIENT will consult via telephone once a year with the Puget Sound Partnership (PSP) effectiveness team regarding project metrics being tracked (30 minutes). PSP effectiveness team will then provide an analysis approach for the NTA, about a paragraph per project, and will provide results of the effectiveness analysis to the Stormwater Strategic Initiative Advisory Team. The Stormwater SI grant program representative will send an email to put the RECIPIENT in contact with the PSP effectiveness team.

### Task Goal Statement:

The RECIPIENT will develop a plan for project implementation and monitoring (if required) to support the successful completion of the PROJECT. As well as maintain communication with PSP to ensure project quality and relevance to the Strategic Initiative Goals.

### Task Expected Outcome:

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The RECIPIENT will produce and submit to ECOLOGY a DPP, QAPP waiver, and a QAPP (if required) prior to commencement of the PROJECT or monitoring efforts.

## Project Development

### Deliverables

Number	Description	Due Date
1.1	Detailed project plan (DPP) and timeline uploaded to EAGL.	
1.2	QAPP Waiver Determination Form submitted to NEP QC and uploaded to EAGL. If QAPP is required, submit to QC, and once approved by NEP QC upload to EAGL.	
1.3	Effectiveness consultation, one per year for a 30min phone conversation directly with PSP.	

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$7,000.00**

Task Title: Project Administration and Development

### Task Description:

This task describes the data collection and reporting requirements associated with this subaward.

### 2.1 PROJECT FACTSHEET

The RECIPIENT will create a project factsheet and submit with the first quarterly progress report. These will be made publicly available.

### 2.2 QUARTERLY PROGRESS REPORTS AND PAYMENT REQUESTS (PRPR)

The RECIPIENT will upload all quarterly PRPR to EAGL. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to:

- \* A description of the work completed in the reporting period, including total spending by the project sponsor and any partners and any completed deliverables.
- \* The status and completion date for the project activities and near-term deliverables.
- \* Description of any problem or circumstances affecting the completion date, scope of work, or costs.
- \* Evidence of satisfactory completion of all the reporting requirements relevant to the reporting period.

First Reporting Period (January 1–March 31) due by April 15; Second Reporting Period (April 1–June 30) due by July 15; Third Reporting Period (July 1–September 30) due by October 15; Fourth Reporting Period (October 1–December 31) due by January 15.

### Requirements:

#### 2.2.1 EPA FEATS REPORTING

Complete semi-annual FEATS progress reports, and a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided by the RECIPIENT during project closeout, within 60 days of the expiration of the grant, and will describe the entire project, highlighting project outcomes, and discussing lessons learned. FEATS Reporting Periods: April 1–September 30, due by October 15; October 1–March 31, due by April 1. Draft final FEATS report to be defined in DPP.

#### 2.2.2 PUGET SOUND PARTNERSHIP NTA REPORTING

NTA owners are required to report:

- \* Implementation status of their actions on semiannual basis (spring & fall)
- \* Financial status of their actions on an annual basis (summer)

#### 2.2.3 STORAGE AND RETRIEVAL AND WATER QUALITY EXCHANGER (STORET) DATA REPORTING (IF NEEDED)

STORET refers to an electronic data system for water quality monitoring data developed by EPA. If the RECIPIENT collects any physical, chemical, or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data), then STORET reporting is required. Data for an entire calendar year (Jan 1–Dec 31) submitted annually. To assist in STORET tracking, name your project as follows: NEP\_2016\_ (organization name); the unique project ID needs to be 35 characters max. More information about WQX,

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WQX web, and the STORET warehouse, including tutorials, can be found at EPA website.

Alternatively, the RECIPIENT can comply with this requirement by submitting project data formatted for entry into Ecology's Environmental Information Management (EIM) system, and Ecology will be responsible for the subsequent transfer of the data to STORET.

### 2.3 FINAL PROJECT REPORT

A final report will be written by the RECIPIENT describing the methods, results, lessons learned and recommendations for future work. The final report evaluates the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet.

#### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

#### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, EAGL closeout report, FEATS reports, PSP NTA reports, STORET reports (if needed) and final project report.
- \* Properly maintained project documentation

## **Project Administration and Development**

### **Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	Complete Project Factsheet (template provided), submitted directly to ECOLOGY Project Manager (PM).	
2.2	Quarterly Progress Reports and Invoicing submitted to EAGL. FEATS, PSP NTA and STORET reporting coordinate submittal with ECOLOGY PM.	
2.3	Submit Final Project Report including Final FEATS and updated factsheet.	

**SCOPE OF WORK**

Task Number: 3 **Task Cost:** \$30,000.00

Task Title: Watershed Analysis

Task Description:

A desktop analysis of the watershed using the latest geospatial information and modeling software to better understand the watershed at a landscape scale.

**3.1 UNDERSTANDING THE THREE-DIMENSIONAL WATERSHED**

The RECIPIENT will compile all relevant information and data on the Manzanita watershed and produce a section of the project report detailing the geologic, biologic, and anthropogenic aspects of the watershed from a surface water perspective. Groundwater information may also be used to better understand shallow aquifer recharge potential, and further inform streamflow restoration needs.

**3.2 MODELING NATURAL PROCESSES**

The RECIPIENT will reach an agreement with the Washington State Department of Ecology’s Puget Sound Watershed Characterization (PSWC) team to model the hydrologic processes in the watershed. The RECIPIENT will use the results of the modeling to inform stormwater infrastructure placement to maximize the water quality benefit of the facility. Processes such as water storage will be important to site facilities designed to infiltrate stormwater. Areas identified as important for restoration in the PSWC model will be examined for habit restoration opportunities that can also act as stormwater projects.

Task Goal Statement:

The goal of this task is to understand the processes controlling Manzanita Watershed.

Task Expected Outcome:

A report detailing watershed processes that is used to identify high priority areas for stormwater management.

**Watershed Analysis**

**Deliverables**

Number	Description	Due Date
3.1	Report detailing processes of watershed, uploaded to EAGL	
3.2	Agreement with Ecology Puget Sound Watershed Characterization team, uploaded to EAGL	
3.3	Results of PSWC model including a written report and web map, uploaded to EAGL	

State of Washington Department of Ecology  
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**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$103,000.00**

Task Title: Locate and Design

Task Description:

Identify locations of projects that can be designed to help the watershed better mimic pre-development hydrologic conditions and improve riparian habitat. Produce designs for at least 4 top ranking projects.

**4.1 PINPOINT HIGHLY EFFECTIVE LOCATIONS**

The RECIPIENT will rank locations for stormwater facilities based on PSWC results and other GIS analysis such as condition of current stormwater facilities, habitat corridors and public lands. The ranking will be used to provide outreach letters to property owners in the identified areas. The RECIPIENT will ensure that outreach materials contain EPA Funding Language as outlined in the agreement. The RECIPIENT will conduct at least one field day in accordance with State and CDC guidelines (or provide a virtual tour to stakeholder group depending on the state of the COVID-19 pandemic) to visit the potential sites and assess viability. Through this work the RECIPIENT will identify and consider a broad range of public and private locations and move at least 2 of each to the design phase.

**4.2 PUBLIC DESIGNS**

The RECIPIENT will produce conceptual designs to the 30% design stage in identified effective locations for at least 2 public water quality and flow control facilities or similar type project to help manage streamflow restoration and improve B-IBI scores. The RECIPIENT will ensure the project are designed in accordance with the Stormwater Management Manual for Western Washington, or an equivalent, Ecology approved, manual. One design will advance to final design stage (100%) and complete all necessary environmental and cultural review and apply for all required permitting.

**4.3 FINAL DESIGN FOR IMPLEMENTATION**

- A. The RECIPIENT will prepare a State Environmental Review Process (SERP) packet, including a cost effectiveness analysis.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Section 106 cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

- 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY.
- 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement. The RECIPIENT will submit a digital copy

of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website. The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

Task Goal Statement:

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

4.4 PRIVATE DESIGNS

The RECIPIENT will produce final designs to the 90% design stage for at least 2 private water quality and flow control facilities or similar type project to help manage streamflow restoration and improve B-IBI scores. The RECIPIENT will ensure the projects are designed in accordance with the Stormwater Management Manual for Western Washington, WSU Rain Handbook or an equivalent, Ecology approved, manual. The RECIPIENT will complete landowner agreement forms for each project prior to design.

Task Expected Outcome:

At the end of this task the city will have 4 designs for stormwater facilities that mitigate existing stormwater runoff in the Manzanita Watershed. One of the designs will be "shovel ready" with all applicable permits and documents approved.

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## Locate and Design

### Deliverables

Number	Description	Due Date
4.1	Ranked list of project locations, uploaded to EAGL	
4.2	Map of project locations, uploaded to EAGL	
4.3	Documents used for landowner outreach, uploaded to EAGL	
4.4	Conceptual (30%) designs for at least 2 public facilities, uploaded to EAGL	
4.5	2 copies of SERP packet, and cost effectiveness analysis. Submit to ECOLOGY Project Manager	
4.6	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation directly to the Ecology Project Manager. Upload IDP to EAGL.	
4.7	Submit Design Report to the ECOLOGY Project Manager and upload to EAGL.	
4.8	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of required revisions of the Design Report to ECOLOGY Project Manager.	
4.9	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.10	90 Percent Design Package. Upload to EAGL and submit one hard copy to ECOLOGY project manager.	
4.11	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of revisions of the 90 Percent Design Package to ECOLOGY Project Manager. Final designs for at least 2 private facilities, uploaded to EAGL	
4.12	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.13	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.14	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.15	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.16	Landowner agreements for private property design projects, uploaded to EAGL	

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4.17	Final designs for LID on private property, uploaded to EAGL	
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## SCOPE OF WORK

Task Number: 5 **Task Cost: \$30,000.00**

Task Title: Funding Options

### Task Description:

The RECIPIENT will explore all viable options for funding retrofitted and new regional stormwater facilities and explain the theory behind Building Cities in the Rain (2016) to the community and elected officials.

#### 5.1 EXPLORE

The RECIPIENT will investigate and produce a list of funding options including feedback on the viability of a Stormwater Control Transfer Program. Other funding options may include external grants, increased local stormwater fees, or out-of-basin programs for required stormwater facilities in new developments.

#### 5.2 DISCUSS

The RECIPIENT will hold quarterly meetings with stakeholder groups to assess the viability of various funding models to accelerate the implementation of stormwater mitigation facilities. With results of the stakeholder meetings the RECIPIENT will generate a presentation to share with city leadership. The RECIPIENT will discuss options with the City's Utility Advisory Committee or other appropriate leadership groups.

### Task Goal Statement:

Investigate the viability of a Stormwater Control Transfer Program in the City and evaluate funding options.

### Task Expected Outcome:

At the end of this task the RECIPIENT and key stakeholders will know if a Stormwater Control Transfer Program is worth pursuing further and codifying into the municipal code.

## Funding Options

### Deliverables

Number	Description	Due Date
5.1	List of funding options, and document outlining the viability of the Stormwater Control Transfer Program, uploaded to EAGL.	
5.2	Meeting minutes, plus links to audio/video recordings if available, uploaded to EAGL.	

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**SCOPE OF WORK**

Task Number: 6 **Task Cost: \$20,000.00**

Task Title: Broader Impacts and Communication

Task Description:

Create a multimedia presentation that communicates the process including watershed characteristics, field visits to potential sites, construction and meetings that will help relay the intent of the project to the community.

**6.1 VIDEO OR STORYMAP OF WATERSHED**

The RECIPIENT will hire a videographer or use city staff to capture and edit raw footage to make a short, polished video (between 90 and 150 seconds) or embed video segments in a storymap that explains the potential and importance of the watershed to retain hydrologic balance now and in the future. The RECIPIENT will highlight the video on the City’s website. The RECIPIENT will ensure that the EPA funding language is included as stated in the terms and conditions.

**6.2 PRESENTATION TO COMMUNITY**

The RECIPIENT will present the project to the community through a public forum such as a local or regional conference, a committee of the City Council of Bainbridge Island, West Sound Partners for Ecosystem Recovery, or similar interest group.

Task Goal Statement:

Communicate the results of the project in an easy to consume format.

Task Expected Outcome:

A video or storymap explaining the potential and importance of the watershed and work conducted throughout the project. At least one presentation at a local or regional conference.

**Broader Impacts and Communication**

**Deliverables**

Number	Description	Due Date
6.1	Video highlighting the watershed and link of website, uploaded to EAGL	
6.2	Presentation to City leadership, local group/ conference, uploaded to EAGL	

**BUDGET**

**Funding Distribution EG210203**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: NEP Stormwater Strategic Initiative                      Funding Type: Grant  
Funding Effective Date: 03/01/2021    Funding Expiration Date: 03/01/2023

Funding Source:

Title: Puget Sound Action Agenda-Implementation Strategies and Actions for Vital Sign  
Recovery Assistance  
Type: Federal  
Funding Source %: 100%  
Description: Stormwater Strategic Initiative

Federal Awarding Agency: U.S. Environmental Protection Agency  
Federal Awarding Agency Contact: Michael Rylko  
Federal Awarding Agency Phone: 206-553-4014  
Federal Awarding Agency Email: rylko.michael@epa.gov  
Federal Awarding Agency Address: 1200 Sixth Avenue, Suite 900, OWW-193 Seattle, WA 98101

CFDA Catalog Name: Puget Sound Action Agenda: Technical Investigations and

CFDA Number: 66.123  
FAIN: 01J18101  
Research Grant: No  
Federal Award Date: 6/1/2016  
Total Federal Award Amount: \$66,000,000.00  
Federal Funds Obligated To Recipient: \$200,000.00

Approved Indirect Costs Rate: De Minimis Rate per CFR §200.414  
Recipient Match %: 0%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

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<b>NEP Stormwater Strategic Initiative</b>	<b>Task Total</b>
Project Development	\$ 10,000.00
Project Administration and Development	\$ 7,000.00
Watershed Analysis	\$ 30,000.00
Locate and Design	\$ 103,000.00
Funding Options	\$ 30,000.00
Broader Impacts and Communication	\$ 20,000.00

**Total: \$ 200,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
NEP Stormwater Strategic Initiative	0.00 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

NEP EPA Administrative Conditions

1. EPA General Terms and Conditions

The RECIPIENT agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. EPA General Terms and Conditions - Consultant Cap - Additional Information

In addition to the EPA General Terms and Conditions #6 "Consultant Cap", as of August 2January 1, 2018, the limit is \$629.42 per day \$78.6778.68 per hour.

NOTE: For future years' limits, the RECIPIENT may find the annual salary for Level IV of the Executive Schedule on the following Internet site:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>.  
<http://www.opm.gov/oca>.  
 Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. EPA General Terms and Conditions – Cybersecurity

The RECIPIENT agrees to comply with the current EPA general terms and conditions “Cybersecurity”. The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE: [http://www2.epa.gov/sites/production/files/2015-07/documents/state\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf).

For TRIBE: [http://www2.epa.gov/sites/production/files/2015-07/documents/tribal\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf).

For Other Recipients:

[http://www2.epa.gov/sites/production/files/2015-07/documents/cyber\\_security\\_grant\\_condition\\_for\\_other\\_recipients.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf).

4. EPA General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the EPA General Terms and Conditions "Indirect Cost Rate Agreements", if the RECIPIENT does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies

The RECIPIENT must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state RECIPIENT must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3802R  
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
US Environmental Protection Agency  
1300 Pennsylvania Avenue, NW, 6th floor  
Bid and Proposal Room Number 61107  
Washington, DC 20004

For Indian Tribe

If the RECIPIENT does not have a previously established indirect cost rate, the RECIPIENT must submit their indirect cost rate proposals to:

National Business Center  
Indirect Cost Services  
U.S. Department of the Interior  
2180 Harvard Street, Suite 430  
Sacramento, CA 95815-3317

The RECIPIENT agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. Utilization of small, minority and women's business enterprises (MBE/WBE)

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Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.

The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections. The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure

this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement. "The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

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

#### NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

#### Puget Sound Scientific Studies and Technical Investigations Assistance Program

##### Programmatic Terms and Conditions

###### 1. Semi-Annual Performance Reports

The RECIPIENT shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons why established goals were not met, if appropriate;
- (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the RECIPIENT agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The RECIPIENT will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking

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System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons for slippages if established outputs/outcomes were not met;
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

## 2. Program Income - Addition

If program income is generated, the RECIPIENT is required to account for program income related to this project. Program income earned during the project period shall be retained by the RECIPIENT and shall be added to funds committed to the project by EPA and the RECIPIENT, and shall be used to further eligible project objectives.

## 3. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (RECIPIENT). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

## 4. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide RECIPIENTS with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Puget Sound-Georgia Basin Ecosystem Conference (<http://depts.washington.edu/uwconf/psgb/>); and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

## 5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

## 6. Competency of Organizations Generating and/or Using Environmental Measurement Data

The RECIPIENT is responsible for any subgrantees or subrecipients. This policy is between EPA and the grantee, and it is the grantee's choice as to how the policy is carried out with any subrecipients. EPA did not include subrecipients' criteria in the policy. The burden is on the RECIPIENT of the EPA award to ensure that it has confidence in the information being provided to EPA, regardless of the source of that information. The RECIPIENT can apply the checks and balances it chooses to its

subrecipients. EPA relies on its awardees to ensure that they are supplying EPA with data of the best known and documented quality that they can.

#### 7. STORET Requirement

RECIPIENTS are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Recipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

#### 8. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

#### 9. International Travel (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document.

#### 10. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov)

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11. Lobbying and Litigation - Restated from Administrative Condition #1, General Terms and Conditions, Effective 10/3/2016 (#29. Lobbying and Litigation)

- a. All Recipients. i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

##### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

Agreement No: WQNEP-2020-BainIs-00064  
Project Title: Manzanita Watershed Planning  
Recipient Name: City of Bainbridge Island

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:05 PM) Review 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:**

[Council Agenda Topics for Upcoming Meetings 060821.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ITEMS TENTATIVELY SCHEDULED FOR FUTURE COUNCIL AGENDAS - SUBJECT TO CHANGE**

Last updated 6/04/2021

**June 15, 2021 Study Session**

#	Agenda Section	Item	Staff Lead
1	Presentation	Receive Report on Climate Action Plan from CCAC	Logghe
2	New business	Discuss American Rescue Plan Act Fund Use Policy Direction	King

**June 22, 2021 Business Meeting**

#	Agenda Section	Item	Staff Lead
1	Unfinished business	Adopt Plastics Ordinance	Levan
2	New business	Appointment of Deputy Mayor	Brown
3	Council discussion	Review Council Ad Hoc Committees	Brown
4	Council discussion	Discuss and identify items that may be removed from the Council's 2021 workplan	King, Schroer
5	Consent	Approve Emergency COVID-19 Amendment No. 3 to Janitorial Services Agreement	Wierzbicki

**July 6, 2021 Study Session**

#	Agenda Section	Item	Staff Lead
1	Unfinished business	Receive 2017-2020 Housing Data Report in accordance with Comprehensive Plan Housing Element Goal 2	Wright
2	Unfinished business	Bonus FAR Discussion: Consider Purchase of Mobile Home Park FAR	Wright

**July 13, 2021 Business Meeting**

#	Agenda Section	Item	Staff Lead
1	Unfinished business	Consider LTAC Criteria and Appoint LTAC Members	Schroer
2	Unfinished business	Consider Triage Phase II: Pre-application Process Amendment Ordinance	Wright
3	Unfinished business	Consider Landmark Tree Ordinance	Wright
4	New business	Consider Public Works LTAC Project	Wierzbicki
5	Consent	Approve City Hall Repair Change Order #3	Wierzbicki

**July 20, 2021 Study Session**

#	Agenda Section	Item	Staff Lead
1	New business	Introduce Building and Development Study and Authorize Public Review of Building and Community Development Fees	Wright

**July 27, 2021 Business Meeting**

#	Agenda Section	Item	Staff Lead
1	New business	Consider Historic Preservation Commission 2021 Work Plan and 2020 Work Plan Summary	Tayara/Wright
2	New business	Consider Complete Streets Ordinance	Wierzbicki
3	New business	Discuss Ferncliff Water Line Extension	Wierzbicki

**UNSCHEDULED AT THIS TIME**

**City Council Initiated Items**

#	Agenda Section	Item	Staff Lead
1	New business	Review Affordable Housing Work Plan Components	Wright, Schroer
2	New business	Floor Area Ratio Policy Topics	Wright
3	New business	Termination of Hazard Pay Ordinance	Levan
4	New business	Review Approach and Recommendations for Police/Court Facility Project	King
5	New business	Review Puget Sound Regional Council Growth Allocation	Wright
6	New business	Consider Ordinance adopting MFTE program, Title 3	Wright
7	Presentation	Receive Update from Kitsap Public Facilities District Representative	Schroer
8	Presentation	Receive report from Joint REAC/CCAC Subcommittee	Schroer
9	Presentation	Receive Quarterly Public Safety Presentation	Clark
10	New business	Consider Resolution on Proclamation/Recognition Policy	Levan
11	Unfinished business	Receive Update from Farmland Ad Hoc Committee	Schroer
12	Council discussion	Consider proposal regarding Ethics Program from Councilmember Pollock	Levan
13	Council discussion	Consider proposal for Climate Change Advisory Committee to vet community ideas and forward recommendations to Council	Schroer
14	Unfinished business	Review definitions and use standards to determine if hotels can comply with Comprehensive Plan in Central Core, Gateway, and Ferry Terminal Districts	Wright
15	Unfinished business	Appoint Ethics Board members	Lassoff
16	Unfinished business	Consider Suquamish Welcome Pole	Wierzbicki
17	Unfinished business	Consider Transfer of Development Rights (TDR) Program	Wright
18	Unfinished business	Consider resolution to update the Governance Manual related to Council complaints	Levan
19	Unfinished business	Consider criteria to rescind Declaration of Emergency	King, LeSage, Levan
20	New business	Consider policy for co-sponsorship of City events	Schroer
21	Unfinished business	Triangle Property: Comment on Reclamation Plan	Greetham

**All Other Items**

#	Agenda Section	Item	Staff Lead
1	Unfinished business	Update on Eagle Harbor Phase I Project Options	Wierzbicki
2	New business	Consider Settlement with Sewer District 7	Pitts, Wierzbicki, Levan
3	New business	Review Island Center Subarea Plan Recommendation	Wright, Sutton
4	New business	Consider Ordinance adopting Small Wireless Facility Design Standards	Wright, Levan
5	New business	Receive mid-year financial reporting	Pitts, Dunscombe
6	New business	Receive 2020 financial report	Pitts
7	New business	Consider Sportsman Club/New Brooklyn Intersection Improvements Contract Award in the Amount of \$ XXX	Wierzbicki
8	New Business	Receive and File Annual Audit	Pitts
9	Unfinished business	Consider revisions to sign code	Wright
10	New Business	Consider redistricting process	King, Levan



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (7:15 PM) Present Annual Proclamation Declaring June 19, 2021 as the "Day to Celebrate Juneteenth 2021" - Mayor Nassar,

**SUMMARY:**

The attached proclamation declares June 19, 2021 as the "Day to Celebrate Juneteenth 2021." It is one of the annual proclamations that may be signed by the Mayor without further Council action.

**AGENDA CATEGORY:** Presentation

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:**

Presentation only.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Juneteenth Proclamation 2021.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## PROCLAMATION

**A PROCLAMATION** by the Mayor of the City of Bainbridge Island, Washington, declaring June 19, 2021, as the “Day to Celebrate Juneteenth 2021.”

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

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

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

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

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

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

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

**DATED** this 8th day of June, 2021

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Rasham Nassar, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 30 Minutes

**AGENDA ITEM:** (7:20 PM) Hold Public Hearing for Proposed Multifamily Tax Exemption Designation Areas - Planning,

**SUMMARY:** The purpose of tonight's City Council discussion is to:

1. As set forth in state law, RCW 84.14.040, hold a public hearing to take public comment on proposed MFTE designation areas.
2. Designate all or a portion of the areas described in the Resolution No. 2021-09 as a residential targeted area, which include:
  - Winslow Master Plan Study Area
  - Winslow Sewer Service Area
  - Lynwood Center Area: NC, NC/R-12 and R-5 zones

On May 4, 2021, the City Council considered the Planning Commission's policy recommendations on a 12-year Multifamily Tax Exemption ("MFTE") program and the taxing implications of adopting a MFTE program. At that briefing, the Council confirmed that the City should move forward with developing both a 12- and 20-year MFTE program.

RCW 84.14.040 requires a public hearing on an area proposed as designation area(s), where properties would be eligible to apply to a future MFTE program. At that meeting, the Council voted to consider the same areas that the Planning Commission recommended for a future City MFTE program, which are:

The Winslow Master Plan Study Area;  
The Winslow Sewer System Service Area; and  
Within the Lynwood Center area, properties which have zoning of Neighborhood Center (NC), NC/R-12, and R-5.

Maps of the proposed areas are attached and in the attached presentation. Each map shows undeveloped properties as shaded. Undeveloped properties may be more likely to develop with multifamily housing.

After holding and completing a public hearing on proposed MFTE designation areas, there are several additional steps required to create a MFTE program. At a future Council meeting, the Council would consider a new ordinance to create a MFTE program (included designation areas). Then there will be another City Council public hearing on the resulting MFTE ordinance.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to include the following areas as Multifamily Tax Exemption designation areas in a future Multifamily Tax Exemption program ordinance: the Winslow Master Plan Study Area; the Winslow Sewer System Service Area; and within the Lynwood Center area, the Neighborhood Center (NC), NC/R-12, and R-5 zones.

**STRATEGIC PRIORITY:** Vibrant Economy

**FISCAL IMPACT:**

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

**BACKGROUND:** Washington state law allows local governments to adopt a MFTE program as described in Chapter 84.14 RCW. The purpose of such a program is to encourage the development and redevelopment of multifamily and affordable housing by granting a property tax exemption for qualifying projects for a period of 8, 12, or 20 years. The exemption is a partial property tax exemption on the value of residential improvements for qualifying MFTE housing developments, and does not apply to the value of land or any non-residential development. MFTE summary publications from Puget Sound Regional Council and the State Department of Commerce are included as background material.

A Joint City Council/Planning Commission land use subcommittee met in the Summer and Fall of 2020 and presented a list of recommended priority code changes to the Council on October 13, 2020, including adoption of a 12-year MFTE Program. The Council endorsed the priority code changes and recommended the work be forwarded to the Planning Commission for immediate legislative work.

After the Council direction to the Planning Commission, the Commission's Affordable Housing Subcommittee (Commissioners Quitslund, Blossom, and Paar) met to discuss what MFTE program elements to recommend to the full Planning Commission, and drafted a transmittal memo for the Commission to include with their eventual recommendation to the Council.

At their meetings on January 14 and 28, 2021, the Planning Commission discussed the following MFTE program elements:

1. Potential MFTE designation or eligibility areas - where should the program be available to properties?
2. MFTE project threshold - what is the minimum number of multifamily units that will be required in order to enroll in a future MFTE program? The state minimum project eligibility threshold is four multifamily residences.
3. Should a City MFTE program be available to both rental and homeownership projects, as allowed under state law?

At the January 28, 2021 meeting, the Planning Commission came to the preliminary recommendations on these program elements, and in general, the consensus was to make a MFTE program as widely available as possible (see motion included with this item). The Commission's Affordable Housing Subcommittee submitted a memo for review by the full Planning Commission at the January 28 meeting. The memo would support the Planning Commission policy recommendations to the City Council. At that meeting, Commissioners requested revisions to the memo prior to finalizing their policy recommendations.

On February 11, 2021, the Planning Commission finalized their transmittal memo to the City Council (see attached) and unanimously passed the motion below related to recommended MFTE program elements. The following is the motion adopted by the Commission:

Motion: I move to forward the following policy recommendations and attached supporting memo to the City Council related to adopting a Multifamily Property Tax Exemption program:

1. That the following areas be considered for the MFTE designation/eligibility areas:

All properties either within the Winslow Master Plan Study Area, or the Winslow Sewer System Service Area, or both and within the Lynwood Center area, which have zoning of Neighborhood Center (NC), NC/R-12, and R-5.

2. That the project eligibility threshold be four multifamily residences.

3. That a future City MFTE program be applicable to both rental and ownership units.

Following the procedures of RCW 84.14.040(2), on May 11, 2021, the City Council forwarded Resolution No. 2021-09 to the May 25, 2021 consent agenda which included the potential residential target areas and the time and place of tonight's hearing. Resolution No. 2021-09 was approved by the Council as part of the May 25, 2021 consent agenda.

**ATTACHMENTS:**

[MFTE Memo.docx](#)

[MFTE presentation.pptx](#)

[Map of Greater Winslow Area](#)

[Lynwood Center Area](#)

[2019 Dept of Commerce MFTE Report](#)

[PSRC Summary Multifamily Tax Exemption](#)

[Resolution No. 2021-9-Relating to MFTE Designation Areas-Approved 052521.pdf](#)

[Background PC Transmittal Message to Council](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



Department of Planning and Community Development

## Memorandum

Date: June 8, 2021  
To: City Council  
From: Jennifer Sutton, AICP  
Senior Planner  
Subject: Public Hearing on Potential Multifamily Property Tax Exemption (“MFTE”) Designation/Eligibility Areas

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### I. MEETING PURPOSE

The purpose of tonight’s City Council discussion is to:

- As set forth in state law, [RCW 84.14.040](#), hold a public hearing to take public comment on proposed MFTE designation areas.
- Designate all or a portion of the areas described in the Resolution No. 2021-09 as a residential targeted area, which include:
  - Winslow Master Plan Study Area
  - Winslow Sewer Service Area
  - Lynwood Center Area: NC, NC/R-12 and R-5 zones

### II. State MFTE Program Overview

Washington state law provides for local governments to adopt a MFTE program as described in ([RCW 84.14](#)). The purpose of such a program is to encourage the development and redevelopment of multifamily and affordable housing by granting a property tax exemption for qualifying projects for a period of 8, 12 or 20 years. Projects must create at least 4 multifamily residences. The exemption is a partial property tax exemption for qualifying projects, on the value of residential improvements for qualifying MFTE housing developments and does not apply to the value of land or any non-residential development. The tax exemption is a financial incentive to build multifamily and affordable housing.

A MFTE program is only a financial incentive would not change or reduce any other City land use permits or standards for development, such as zoning or environmental protections. Put another way, a MFTE program does not allow any type of development that is not already allowed by the existing City land use code.

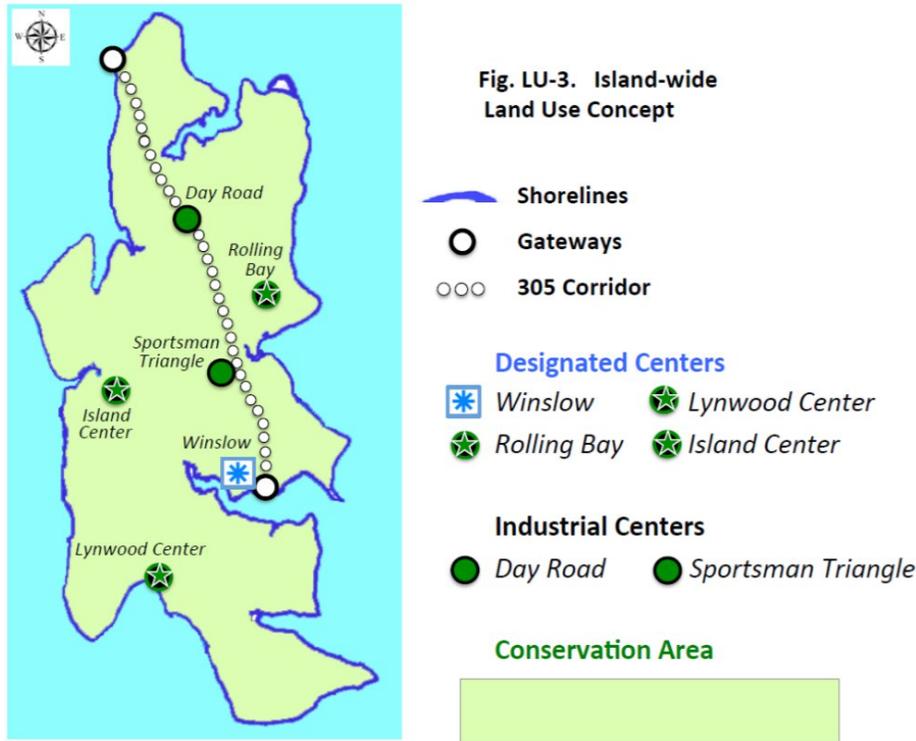
State Criteria for MFTE Designation Areas

In making their recommendations to the City Council on February 11, 2021 (see attached), the Planning Commission discussed how to make a future City MFTE program as widely available in the City’s designated centers as possible. The Lynwood Center neighborhood center (“NC”) area is the only NC area where sewer is available.

State law, [RCW 84.14.040\(1\)\(a-c\)](#), identifies criteria that must be met for areas to be designated as MFTE targeted areas. The greater Winslow and Lynwood Center areas both meet these criteria.

(a) The area must be within an urban center, as determined by the governing authority;

The City’s growth strategy described in the [Comprehensive Plan](#) is to focus and promote new residential development, especially affordable housing in the areas identified as designated centers as a way to limit future suburban sprawl throughout Bainbridge Island. The Comprehensive Plan [Vision and Guiding Principles](#) and [Land Use Element Vision Statement, Figure LU-3 \(see below\)](#), and [Goals and Policies 4 and 5](#) describe and promote this strategy. See attached maps of Winslow and Lynwood Center areas, and meeting presentation.



The Winslow Master Plan Study Area (“WMPSA”) is also governed by a subarea plan, the [Winslow Master Plan](#), that promotes a greater Winslow where people can live, work, shop and access services by walking, biking or transit. Much of this area already has urban nonmotorized transportation infrastructure such as sidewalks and bike lanes. The Winslow Sewer Service Area extends north of the WMPSA to include the schools on Sportsman Club Road, the Business/Industrial areas in the Sportsman Triangle designated center, and adjacent residential areas. This area is connected to the WMPSA and the Mixed Use Town Center/High

School Road districts with existing sidewalks, bike lanes and pathways.

The WMPSA mostly coincides with the Winslow Sewer Service Area but there are gaps - areas where properties are in one but not the other.

See pink and blue shaded areas on the attached Winslow map. The table below estimates the development potential in these “gap” areas.

Development Potential for Projects Creating more than 4 Residences (MFTE Project Threshold)		
	# Of Potential Residences*	Existing Residences
Area Within WMPSA but Outside Winslow Sewer Service Area**	46	10
Area Within Winslow Sewer Service Area but Outside WMPSA	60	4

\*Includes Existing Residences. Residential development potential is estimated based upon property size and base density. Future project density may be higher or lower due to regulations (e.g., critical areas, landscaping buffers, affordable housing bonus density.)

\*\*Half of properties in this area large enough to yield more than 4 residences are steep bank shoreline properties that would be less likely to redevelop with a multifamily project due to high property values for shoreline homes.

Lynwood Center is one of three Island neighborhood centers, but the only one with (1) [an approved subarea plan](#) and (2) public sewer. In the last 20 years, Lynwood Center has added new retail spaces as well as apartments and condominiums. New townhomes are currently being built in the Pleasant Beach Village.

- (b) The area must lack, as determined by the governing authority, sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center, if the affordable, desirable, attractive, and livable places to live were available;

Single-family homes make up the bulk of residences on Bainbridge Island. The real estate market on Bainbridge Island is tight, with few homes or condos for sale. The median sales price has continued to climb, and in April 2021, the median sale price was \$1.1 million ([Realtor.com](#)). There are 318 affordable housing units within the Greater Winslow area, with a majority of units owned by Housing Resources Bainbridge or Housing Kitsap. There are not any affordable housing units in the Lynwood Center neighborhood center zones.

In 2018, the City hired the firm ECONorthwest to provide an economic analysis and feasibility study regarding a new Inclusionary Zoning and Transfer of Development Rights programs and adoption of a Multifamily Tax Exemption (“MFTE”). On [February 19, 2019](#), ECONorthwest presented a [final report](#) to the City Council. The report’s Appendix A Real Estate Market Analysis describes the apartment market,

“The market fundamentals for apartments indicate a tightening market as vacancies have declined and average rents have increased.”

The most recent American Community Survey (ACS) 2015-2019 Five-Year Estimate for Bainbridge Island shows a rental vacancy rate of 0% in 2019, with a margin of error of 2%. Housing Resources Bainbridge has long had a waiting list for both their rental units and community land trust homeownership homes. Although residences have been built in the downtown Mixed Use Town Center districts, most of the new residences are single-family ownership, including attached townhomes. The recently completed BLIS apartment building is the exception, as a rental project. However, that building does not include any designated affordable housing.

- (c) The providing of additional housing opportunity, including affordable housing, in the area, as determined by the governing authority, will assist in achieving one or more of the stated purposes of this chapter;

The stated purpose of the state law MFTE program, [RCW 84.14.007](#), is to stimulate the construction of new multifamily housing and redevelopment of underutilized buildings for multifamily housing in urban centers. Adding a MFTE program, a new financial incentive for multifamily housing and affordable housing, could theoretically stimulate the building of such housing by responding to an identified barrier - the cost of development.

How would a City MFTE program achieve affordable housing?

The different MFTE programs authorized under state law vary by duration of tax exemption and affordability requirements. On May 4, 2021, the City Council directed staff to move forward with developing 12-year and 20-year programs.

- 12-year MFTE program would require that:
  - For rental projects: 20% of housing units rented to low or moderate income households or below.
  - For home-ownership projects, such as condominiums: 100% of housing units required to be sold to moderate income households or below.
- 20-Year MFTE Program: WA Legislature Newly Approved provision for nonprofits that requires 25% of units to be permanently affordable housing.

In addition, MFTE programs can improve overall housing affordability in an area by promoting the development of multifamily housing, which is usually more affordable compared to single-family homes.

### III. Background

Adopting a MFTE program has been planned and recommended over the last four years, as referenced in the attached documents:

- [2017 Comprehensive Plan Housing Element Policy HO 4.4](#)
- [2018 Affordable Housing Task Force Final Report Recommendation 1.C](#)

A Joint City Council/Planning Commission land use subcommittee met in the Summer and Fall of 2020 and presented a list of recommended priority code changes to the Council on October 13, 2020 that included adopting a 12-year MFTE Program. The Council approved the list and recommended it be forwarded to the Planning Commission for immediate legislative work.

At their meeting on May 4, 2021, the City Council directed staff to move forward with developing both a 12-year and 20-year MFTE program. The City Council also directed staff to schedule a public hearing, as required by RCW 84.14.040, and to take public comment on the following proposed MFTE designation areas, as also recommended by the Planning Commission. The areas are:

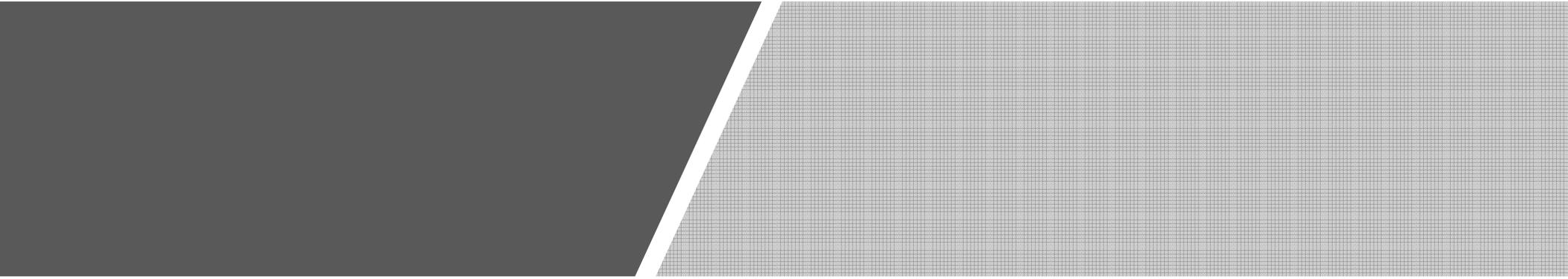
- Winslow Master Plan Study Area
- Winslow Sewer Service Area
- Lynwood Center Area: NC, NC/R-12 and R-5 zones

On May 11, 2021, the City Council discussed Resolution 2021-09, describing the City Council intent to designate MFTE program areas. The City Council approved Resolution 2021-09 on May 25, 2021.

**IV. NEXT STEPS:**

After the City Council considers and approves the designation areas, pursuant to RCW 84.14.040, the next step would be for the City to:

1. Draft an ordinance for a new MFTE chapter in the Bainbridge Island Municipal Code (BIMC, Title 3 Revenue and Finance) to include the following standards and guidelines for both new construction and rehabilitation:
  - (a) Application process and procedures;
  - (b) Requirements that address demolition of existing structures and site utilization; and
  - (c) Building requirements that may include elements addressing parking, height, density, environmental impact, and compatibility with the existing surrounding property and such other amenities as will attract and keep permanent residents and that will properly enhance the livability of the residential targeted area in which they are to be located.
  
2. Ordinance review and adoption by the City Council (estimate Q3 2021) (this would be the time that the City Council could consider the affordability requirements for the MFTE 12 & 20 year programs).



# **Developing a City Multifamily Property Tax Exemption (MFTE) Program:** Public Hearing on MFTE Eligibility Areas

City Council  
June 8, 2021

## What is the State Multifamily Property Tax Exemption?

- MFTE is a property tax relief program authorized by Washington State ([RCW 84.14](#)).
- Temporary exemption from property taxation on the residential improvement value.
- Financial incentive to encourage development and redevelopment of multifamily and affordable housing.
- Tax exemption on residential improvements begins once a multifamily housing development is built and completed.
- Monitoring and reporting required.

## **MFTE Programs Vary by Duration of Property Tax Relief**

- 8-Year MFTE Program: No state minimum for affordable housing, local governments may add requirements
- 12-Year MFTE Program: Requires 20% (rentals) or 100% (ownership) of units within a development set aside for affordable housing
- 20-Year MFTE Program: WA Legislature Newly Approved for nonprofits that requires 25% of units to be permanently affordable housing

**Income Requirements for MFTE Affordable Units:**

**8-year Program no Affordable Units Required**

**12-year Program up to 115% AMI**

**20-year Program up to 80% AMI**

**NOTE: A person earning \$15/hour working full-time= \$31,200 Gross Annual Income**

**CITY OF BAINBRIDGE ISLAND  
2020 MEDIAN INCOME LIMITS BY HOUSEHOLD SIZE  
FOR REQUIRED AFFORDABLE HOUSING UNDER MFTE PROGRAM**

Median Income Limits by Category (BIMC 18.21.020)	Household Size							
	1	2	3	4	5	6	7	8
100% of Median Household Income	\$64,190	\$73,360	\$82,530	\$91,700	\$99,036	\$106,372	\$113,708	\$121,044
≤ 30% of Median Household Income	\$19,250	\$22,000	\$24,750	\$27,500	\$29,700	\$31,900	\$34,100	\$36,300
31% - 50% of Median Household Income	\$32,100	\$36,700	\$41,300	\$45,850	\$49,550	\$53,200	\$56,900	\$60,550
51% - 80% of Median Household Income	\$51,350	\$58,700	\$66,050	\$73,350	\$79,250	\$85,100	\$91,000	\$96,850
81% - 95% of Median Household Income	\$60,981	\$69,692	\$78,404	\$87,115	\$94,084	\$101,053	\$108,023	\$114,992
115% of Median Household Income: Maximum Affordable Housing Income for State MFTE regulations	\$73,819	\$84,364	\$94,909	\$105,455	\$113,891	\$122,328	\$130,764	\$139,201

## **A City MFTE Program Would Not.....**

- Modify City zoning or environmental regulations
- Modify City development standards such as building height or density
- Modify or reduce required land use permit processes

## City Policy Support for Adopting MFTE

- [2017 Comprehensive Plan Housing Element Policy HO 4.4](#)
- [2018 Affordable Housing Task Force Final Report Recommendation 1.C](#)
- October 2020 Joint Land Use Subcommittee Recommendation

## **May 4<sup>th</sup> Council Direction**

Confirm moving forward with developing 12-year and 20-year City MFTE Program

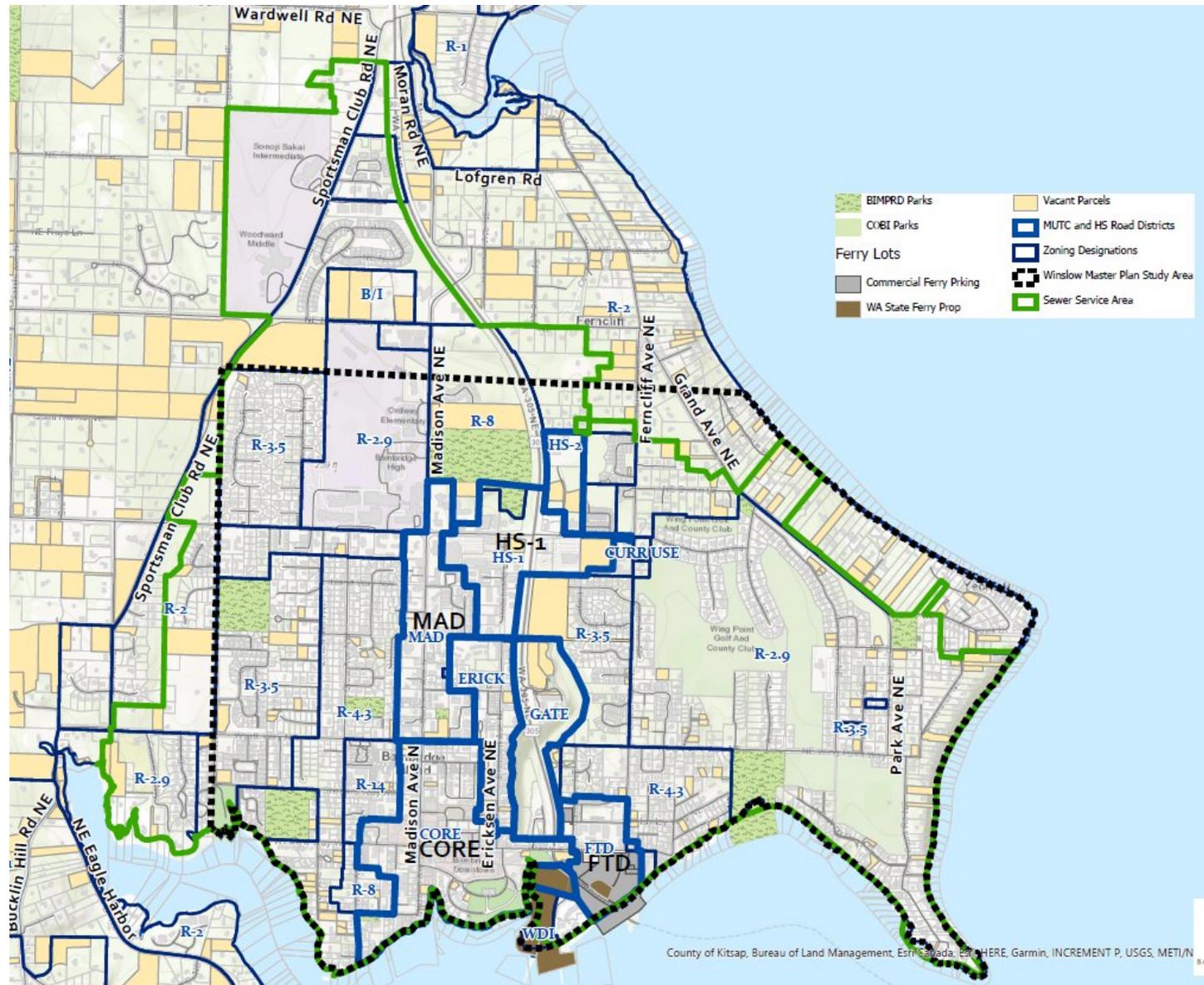
Hold City Council Public Hearing on Proposed MFTE Eligibility Area(s)

- Winslow Master Plan Study Area
- Winslow Sewer Service Area
- Lynwood Center Area: NC, NC/R-12 and R-5 zones

# Planning Commission Recommended MFTE Program Eligibility Areas:

Winslow Master Plan Study Area (WMPSA, black dotted line)

Winslow Sewer Service Area (green line)

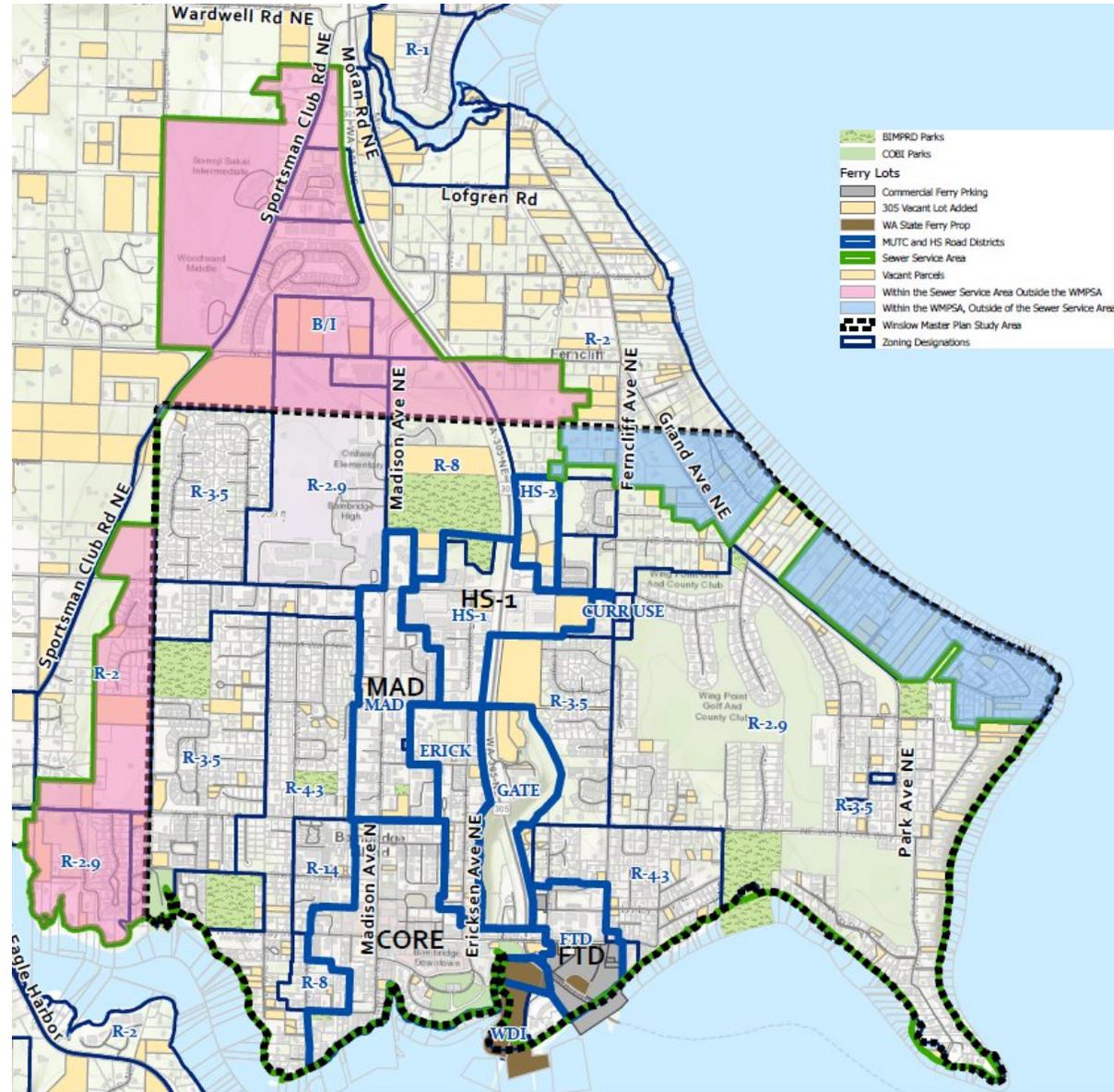


**Development Potential for Projects Creating  
≥ 4 Residences (MFTE Project Threshold)**

	# Of Potential Residences*	Existing Residences
Area Within WMPSA but Outside Winslow Sewer Service Area**	46	10
Area Within Winslow Sewer Service Area but Outside WMPSA	60	4

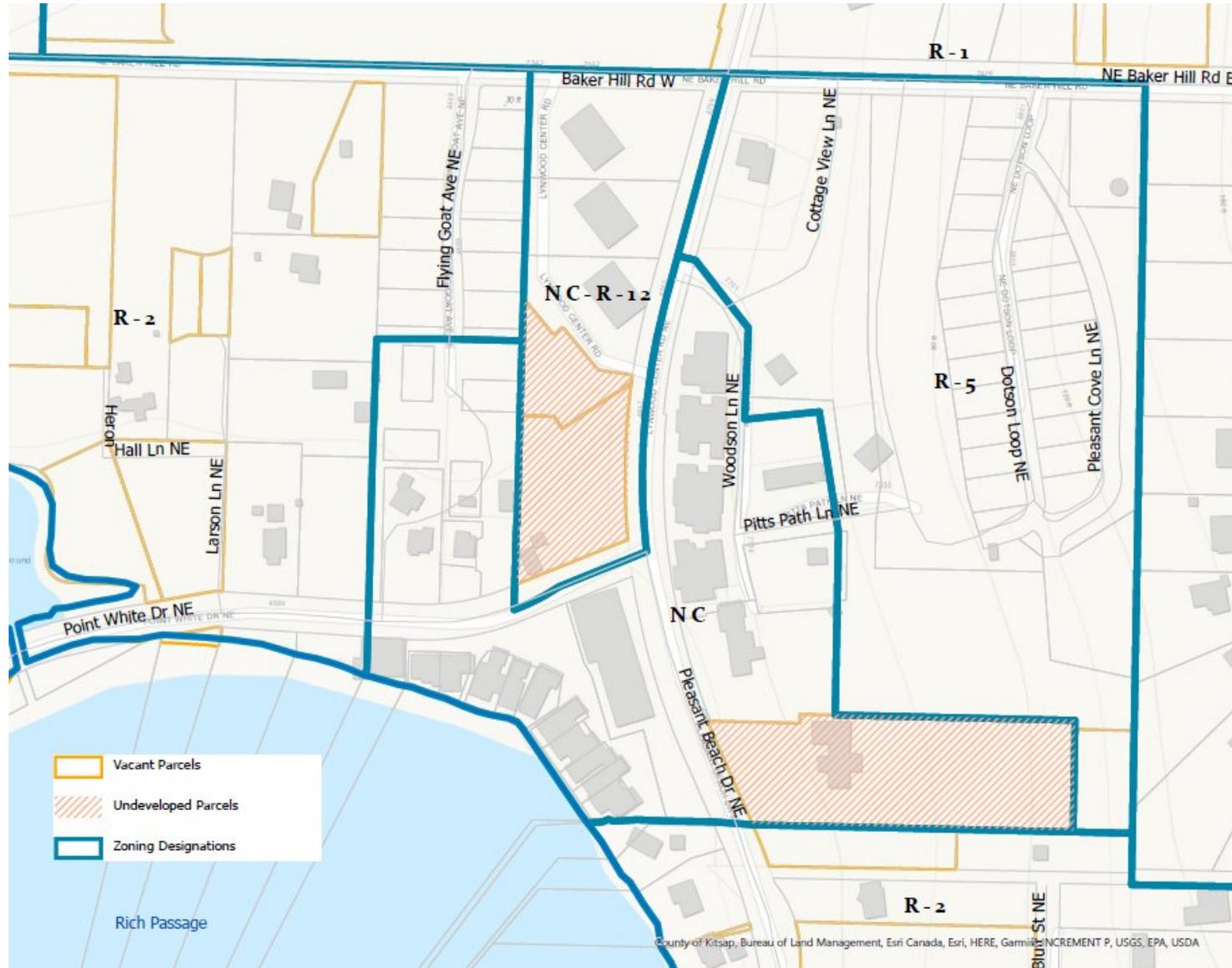
\*Includes Existing Residences. Residential development potential is estimated based upon property size and base density. Future project density may be higher or lower due to regulations (e.g., critical areas, landscaping buffers, affordable housing bonus density.)

\*\*Half of properties in this area large enough to yield ≥ 4 residences are steep bank shoreline properties that would be unlikely to redevelop with a multifamily project due to high property values for shoreline view homes.



# Planning Commission Recommended MFTE Program Eligibility Areas:

Lynwood Center Area:  
NC, NC/R-12 and R-5 zones

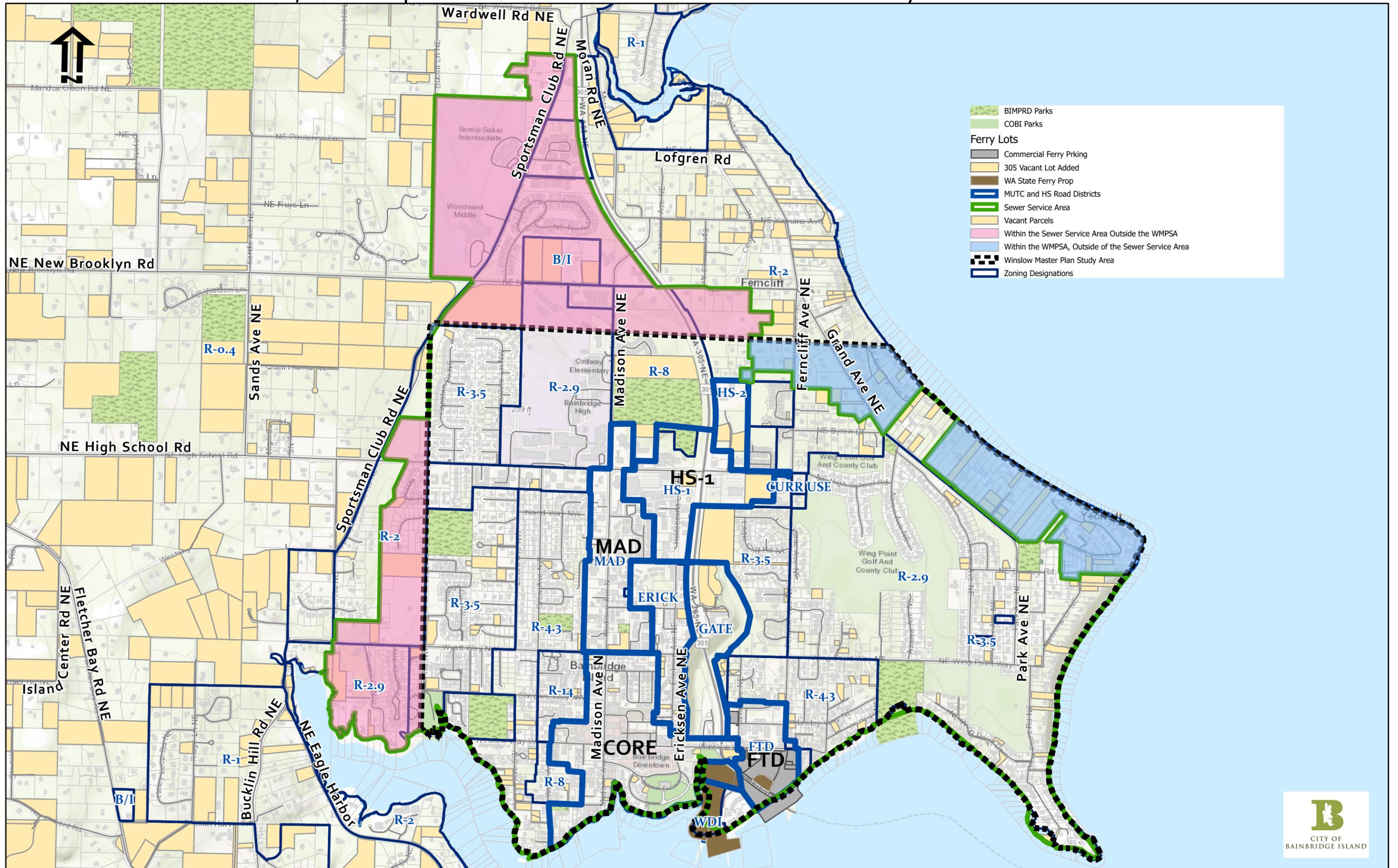


## **Next Steps for Developing City MFTE Program**

1. After Public Hearing, Council Direction on eligibility areas to include in future MFTE ordinance.
2. Draft Ordinance for New MFTE Chapter in Bainbridge Island Municipal Code (BIMC, Title 3 Revenue and Finance)
3. Ordinance Review and Adoption by City Council (estimate Q3 2021)



# Vacant/Undeveloped Lands within the Winslow Master Plan Study Area & Sewer Service Area





# 2019 Report on Property Tax Exemptions for Multifamily Housing in Urban Areas

## 2019 MFTE Program Highlights

In 2019, twelve cities issued multifamily tax exemption (MFTE) certificates, used in the development of 1,210 income and rent restricted units and 4,252 market rate units, and providing about \$11.8 million in property tax exemptions. Of 104 municipalities eligible to adopt and implement a MFTE program, 49 have a program.

## 2019 JLARC Report

In 2019, the Joint Legislative Audit Review Committee (JLARC) issued a [report on the MFTE program](#). The report found that since 2007 the program had been used in the production of 34,885 new housing units, with 21% of those designated as affordable. The report found that developers created housing using the MFTE, yet could not conclude whether this represents a net increase in development. JLARC made some recommendations for program changes, which are detailed in the report.

## 2020 Legislation

Several bills to amend the MFTE program were proposed in the 2020 legislative session: HB 2950, HB 2620, SB 6411, and HB 2746. Ultimately, the legislature passed [Substitute House Bill 2950](#), which extended property tax exemptions until Dec. 31, 2021 for properties that would have expired before that date. It also included a requirement that a multisector work group be established to study and make recommendations on the MFTE program. This study was vetoed due to the state budget shortfall associated with the coronavirus pandemic.



## 2019 Statistics

12 cities issued MFTE certificates

65 total certificates issued

1,210 affordable units created

4,252 market rate units created

\$11,773,176 in exempted property tax revenue for projects in year 1

\$2,155 average property tax exemption per unit for projects in year 1

Agency contact

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Growth Management Services

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Phone: 360.259.5216

## What is the MFTE Program?

The Multifamily Tax Exemption (MFTE) is a property tax exemption program, codified at [RW 84.14](#), to encourage multifamily housing development in designated "residential target areas" within a city or urban growth area. These residential areas must be in a compact urban district that lacks sufficient housing opportunities.

Cities may offer an 8- and/or 12-year property tax exemption on the value of the residential improvements for building or rehabilitating four or more units of multifamily housing. The 12-year exemption requires owners to offer at least 20 percent of the units as income and rent restricted housing. If an eligible city chooses to create a program, it may create requirements or restrictions in addition to those listed in statute.

Cities have the authority to approve and reject individual projects. Developers generally apply for a conditional certificate of tax exemption, and have a certain time period to complete the project. The tax exemption starts the year after the project is completed. The land, commercial or other non-residential spaces, and pre-improvement structures continue to be taxed.

## Who Can Offer an MFTE Program?

Cities that are required to plan or choose to plan under the Growth Management Act are eligible to offer an MFTE program if:

- The city or town has a population of at least 15,000;
- It is the largest city or town in a county planning under the Growth Management Act in which there is no city or town with a population of at least 15,000; or
- It is a city or town with a population of at least 5,000 in a county subject to RCW 36.70A.215, which includes Clark, Kitsap, King, Pierce, Snohomish, Thurston and Whatcom counties.
- Pierce County is also eligible.



### Example MFTE Web Pages

12-year

[Bellevue](#)

[Shoreline](#)

[Seattle](#)

8- & 12-year

[Bremerton](#)

[SeaTac](#)

[Spokane](#)

[Tacoma](#)

### Data Tables

On the next pages are tables of data of exemptions issued by cities in 2019, a list of cities that have a program that did not issue certificates, and those that are eligible that do not have an MFTE program.

RCW 84.14.100 requires jurisdictions with an MFTE program to report to the Department of Commerce each year on the certificates issued in the past year.



15 West Apartments on Mill Plain Blvd, Vancouver, WA

### Which jurisdictions issued final MFTE certificates in 2019?

City name	8-yr certs	12-yr certs	Total certs	Affordable units	Market rate units	Total units	Tax exemption in year 1	Average annual tax exemption per unit*
Bellingham	2	0	2	0	49	49	\$57,637	\$1,176
Edmonds	0	1	1	19	91	110	\$208,690	\$1,897
Kirkland	1	1	2	42	254	296	\$792,759	\$2,678
Lakewood	2	0	2	0	219	219	\$572,275	\$2,613
Olympia	1	0	1	0	48	48	\$37,315	\$777
Seattle	0	32	32	716	2,706	3,422	\$7,514,387	\$2,196
Shoreline	0	1	1	17	64	81	170,300	\$2102
Spokane	2	7	9	193	78	271	\$240,925	\$889
Tacoma	4	4	8	27	578	605	\$1,571,359	\$2,597
Vancouver	2	1	3	196	69	265	\$439,625	\$1,659
Wenatchee	2	0	2	0	72	72	\$152,915	\$2,124
Yakima	2	0	2	0	24	24	\$14,989	\$625
Totals	18	47	65	1,210	4,252	5,462	\$11,773,176	\$2,155

\* Average annual tax exemption per unit is based on Year 1 info and may change over time. This chart does not include developments which received tax exemption certificates in prior years.

**Which jurisdictions have an MFTE program, but did not issue certificates in 2019?**

City Name	Past MFTE Projects?	2019 Projects?	City Name (Cont'd)	Past MFTE Projects?	2019 Projects?
AUBURN	YES	NO	PIERCE COUNTY	YES	NO
BELLEVUE	YES	NO	PORT ANGELES	NO	NEW PROGRAM
BLAINE	NO	NEW PROGRAM	PORT ORCHARD	YES	NO
BREMERTON	YES	NO	PORT TOWNSEND	NO	NO
BURIEN	YES	NO	PUYALLUP	YES	NO
CAMAS	NO	NO	REDMOND	NO	NO
COVINGTON	YES	NO	RENTON	YES	NO
ELLENSBURG	YES	NO	SEATAC	NO	NO
EVERETT	YES	NO	SNOHOMISH	NO	NEW PROGRAM
FEDERAL WAY	NO	NO	SNOQUALMIE	NO	NO
FERNDALE	NO	NO RESPONSE	SUMNER	NO	NEW PROGRAM
ISSAQUAH	NO	NO	TUKWILA	YES	NO
KENMORE	YES	NO	TUMWATER	NO	NO
LACEY	NO	NO	UNIVERSITY PLACE	YES	NO
LONGVIEW	NO	NO	WALLA WALLA	YES	NO RESPONSE
LYNNWOOD	NO	NO	WASHOUGAL	NO	NO RESPONSE
MARYSVILLE	NO	NO	WOODINVILLE	NO	NO
MOSES LAKE	YES	NO RESPONSE			

**Which jurisdictions are eligible to have an MFTE program but do not have one at this time?**

City Name	Have an MFTE program?	City Name (Cont'd)	Have an MFTE program?	City Name (Cont'd)	Have an MFTE program?
ABERDEEN	NO	FRIDAY HARBOR	NO RESPONSE	OAK HARBOR	NO
ANACORTES	NO	GIG HARBOR	NO	ORTING	NO
ARLINGTON	CONSIDERING	KENNEWICK	NO	PACIFIC	NO RESPONSE
BAINBRIDGE ISLAND	NO	KENT	EXPIRED 2019	PASCO	NO RESPONSE
BATTLE GROUND	NO	LAKE FOREST PARK	CONSIDERING	POMEROY	NO RESPONSE
BONNEY LAKE	NO	LAKE STEVENS	CONSIDERING	POULSBO	NO RESPONSE
BOTHELL	CONSIDERING	LYNDEN	NO	PULLMAN	NO RESPONSE
BRIER	NO	MAPLE VALLEY	NO	RAYMOND	NO RESPONSE
CENTRALIA	NO	MERCER ISLAND	REPEALED 2019	RICHLAND	NO
COLVILLE	NO	MILL CREEK	NO	RIDGEFIELD	NO
DAYTON	CONSIDERING	MILTON	NO	SAMMAMISH	NO
DES MOINES	NO	MONROE	CONSIDERING	SHELTON	NO RESPONSE
DUPONT	NO	MOUNT VERNON	NO	SPOKANE VALLEY	CONSIDERING
DUVALL	NO	MOUNTLAKE TERRACE	EXPIRED	STANWOOD	NO
EAST WENATCHEE	CONSIDERING	MUKILTEO	NO	STEILACOOM	NO
EDGEWOOD	NO	NEWCASTLE	NO RESPONSE	SULTAN	NO
ENUMCLAW	NO	NEWPORT	NO RESPONSE	SUNNYSIDE	NO
FIFE	CONSIDERING	NORMANDY PARK	NO	WEST RICHLAND	NEWLY ELIGIBLE FOR PROGRAM
FIRCREST	CONSIDERING	NORTH BEND	NO	YELM	NO



# Multifamily Tax Exemption

Under state law, cities may exempt multifamily housing from property taxes in urban centers with insufficient residential opportunities. The city defines a residential target area or areas within an urban center; approved project sites are exempt from *ad valorem* property taxation on the residential improvement value for a period of eight or 12 years.

The 12-year exemption requires a minimum level of affordable housing to be included in the development (at least 20% of the units or 100% if the building is solely owner-occupied). The eight-year exemption leaves the public benefit requirement—in both type and size—to the jurisdiction’s discretion. The eight-year exemption carries no affordable housing requirement. Cities must pass an enabling ordinance to enact the MFTE and to allow applications for the exemption.

## WHAT ISSUES DOES A MULTIFAMILY TAX EXEMPTION (MFTE) ADDRESS?

This tool encourages multifamily development and redevelopment in compact mixed-use districts (urban centers) where housing and affordable housing options are in short supply. Through the multifamily tax exemption, a jurisdiction can incentivize dense and diverse housing options in urban centers lacking in housing choices or affordable units. MFTE can also apply to rehabilitating existing properties and redeveloping vacant or underused properties.

### TOOL PROFILE

#### Objectives

[Housing in Centers and Near Transit](#)

[Housing Options in Expensive Markets](#)

[Mitigate Residential Displacement](#)

#### Type of Tool

Incentives

#### Project Type

Multifamily

Rental

#### Affordability Level

Market-rate incentives and tools

Most effective for units <80% AMI

## WHERE IS THE MULTIFAMILY TAX EXEMPTION MOST APPLICABLE?

Cities planning under the Growth Management Act ([RCW 36.70a](#)) that have designated urban centers with a deficiency of housing opportunities are eligible to implement this tool. In King, Pierce, Snohomish and Kitsap counties, cities must have at least 5,000 in population. Cities must designate eligible areas that contain urban centers.

Urban centers—in the context of the MFTE-enabling legislation—have a specific meaning:

“ ...a compact identifiable district where urban residents may obtain a variety of products and services. An urban center must contain:

- a) Several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
- b) Adequate public facilities including streets, sidewalks, lighting, transit, domestic water, and sanitary sewer systems; and
- c) A mixture of uses and activities that may include housing, recreation, and cultural activities in association with either commercial or office, or both, use.” (RCW 84.14.010)

Based on the state law, designated districts are commercial or business districts with some mix of uses. Such areas may exist in downtowns, commercial corridors, or other intensively developed neighborhoods. Examples of designated districts throughout the central Puget Sound region are listed in the model policies, regulations, and other information section.

MFTEs have been effective in producing multifamily units in the region’s larger cities. Since its inception, the MFTE law has been expanded to include smaller cities. PSRC’s [2019 Housing Incentives Survey](#) found that MFTE produced the greatest number of new units of the tools surveyed. [State legislative review](#) similarly found that the tool was widely used in the central Puget Sound region, but that some changes may be needed to ensure effectiveness of the program. The success of this tool in larger jurisdictions could make it an attractive tool for smaller and moderate-sized cities that meet the population threshold.

Multifamily tax exemptions can encourage relatively dense attached flats or townhomes in mixed-use projects or residential complexes, which makes this tool particularly useful in urban centers and transit-oriented developments. Dense development is also economically efficient in expensive housing markets and can reduce housing costs.

## WHAT DO I NEED TO KNOW ABOUT USING OR DEVELOPING A MULTIFAMILY TAX EXEMPTION?

The MFTE implementation process is guided by state law in [RCW 84.14](#). In general, the process includes preparing a resolution of intent to adopt a designated area, holding a public hearing, and adopting and implementing standards and guidelines to be utilized in considering applications for the MFTE. Among other criteria, the designated area must lack “sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center, if the affordable, desirable, attractive, and livable places to live were available” (RCW 84.14.040).



A property owner applying for an MFTE must meet the criteria (per RCW 84.14.030) summarized here:

- The new or rehabilitated multiple-unit housing must be located in city-designated residential target areas within the urban center.
- The project must meet local government requirements for height, density, public benefit features, number and size of proposed development, parking, income limits for occupancy, limits on rents or sale prices, and other adopted requirements.
- At least 50% of the space in the new, converted, or rehabilitated multiple-unit housing must be for permanent residential occupancy. Existing occupied multifamily developments must also provide a minimum of four additional multifamily units.
- New construction of multifamily housing and rehabilitation improvements must be completed within three years from approval.
- The applicant must enter into a contract with the city containing terms and conditions satisfactory to the local government.

The exemption is recorded with the County Assessor. Developments that violate the terms of the exemption are required to pay back the exempted tax amounts, plus interest, and a penalty fee.

Cities considering the program need to weigh the temporary (8-12 years) loss of tax revenue against the potential attraction of new investment to targeted areas. MFTE projects could be catalysts for other private investment if they help prove an area is desirable.

Pairing the MFTE with other tools that affect density and cost reductions may help the city achieve higher density and affordable housing in designated mixed-use and commercial areas. These tools include [density bonuses](#), [TOD overlays](#), [parking reductions](#), [mixed-use development](#), and a [planned action EIS](#).

## CREATING A MULTIFAMILY TAX EXEMPTION PROGRAM

A typical planning process (gathering information, conducting public outreach, and considering ordinances), together with the specific requirements of state law, will guide the development of an MFTE program:

### **Determine Residential Target Areas**

Cities will need to consider the state law's "urban center" definition which addresses existing commercial businesses, mixed uses, and infrastructure.

### **Analysis**

To support the urban center and residential target area designations, a jurisdiction should map or collect data on current uses, services, and capital facilities. The data and analysis should demonstrate that the area lacks sufficient residential housing, including affordable housing.

Estimating the tax revenue and other cost-benefit implications of the MFTE program can help to determine whether the program would help achieve housing goals. In terms of other cost-benefits, jurisdictions can calculate the short-term construction and sales tax revenues and employment gains that stem from the development.



## Conduct Public Outreach

The MFTE statute suggests that a jurisdiction considering an MFTE program issue a resolution of intention to designate an urban center and residential target area(s). The resolution should also identify the time and place of a hearing. Cities must hold a public hearing on the proposed MFTE ordinance and follow notification schedules listed in the statute. While crafting the ordinance, cities will also want to involve stakeholders, including developers of multifamily and condominium housing, affordable housing developers and advocacy groups, and major landowners and businesses in the residential target areas. See [Build Community Support](#) for strategies to involve the public and stakeholders.

## Determine Standards

The state affords jurisdictions wide latitude to design their MFTE laws to meet local planning goals. Proposals must meet local zoning and development standards and any affordability and occupancy criteria the jurisdiction sets. Based on the intent of the MFTE, key decisions to shape the ordinance include:

- **Encouraging more versus less participation from developers**

The threshold number of units to qualify for the exemption and public benefit requirements could influence the level of participation by developers. A low threshold and limited public benefit requirements, for example, might make the program more accessible to developers, but yield a smaller return in public benefit for foregone revenue. A high threshold and demanding public benefit requirement, however, might make the program unattractive to developers. Striking a balance between requirements, goals and attractiveness is essential to a successful MFTE program.

- **Encouraging affordable housing versus market-rate housing**

RCW 84.14 allows cities to provide a bonus for affordable housing provision by allowing 12 years of tax exemption, versus the eight years offered for market-rate developments. Cities could further encourage developers to opt for the 12-year exemption by setting a threshold number of units or public benefit to attract development. Offering other incentives, such as [density bonuses](#) and [flexible development regulations](#), along with the MFTE can strengthen interest in affordable development in the city.

- **Ensuring that affordability endures**

Affordable units are at risk of losing their affordable status both at the end of the MFTE time period and during its existence if a developer decides to opt out of the program. Requiring [affordability covenants](#) for these units is one method for preserving affordability.

## Implementation

State law requires an application process and procedures. Cities will need to allocate staff and resources to reviewing applications. A fee may be charged for the request. The agency has 90 days to approve or deny the application.



## Monitoring

The law requires regular reporting by applicants and by cities. Upon construction and annually thereafter, the property owner must file reports containing information such as occupancy, vacancy, and other items required by the city.

Cities will also want to make sure that these requirements are not too onerous. In some cases, partnerships between non-profits and for-profits to ensure secure income certifications and monitoring may be helpful.

Cities must annually report to the Washington State Department of Commerce the number of certificates granted, unit types, monthly rent and sales costs, and other information. Cities can use these regular reports to monitor the success of the program and build supporting data for future program goals. Some cities adopt a sunset clause by which time the city may re-adopt or let expire the tax exemption program.

## MODEL POLICIES, MODEL REGULATIONS, OTHER INFORMATION

State of Washington: [RCW 84.14](#)

See adopted ordinances of the following cities at: <http://www.mrsc.org/codes.aspx>

- Bremerton: Downtown Core and Multiple Residential Zones
- Burien: Downtown Commercial Zone
- Everett: Downtown and vicinity
- Kirkland: Central Kirkland/Houghton; Totem Lake and North Rose Hill; Juanita; and NE 85th Street
- Lynwood: City Center
- Puyallup: central business district (CBD) and certain areas south of the CBD
- SeaTac: 154th Street and SeaTac/Airport Station Areas
- Seattle: 39 neighborhoods or districts
- Shoreline: Ridgecrest District
- Tacoma: 17 mixed-use centers designated on the Generalized Land Use Plan and in the Comprehensive Plan



**RESOLUTION NO. 2021-09**

**A RESOLUTION** of the City of Bainbridge Island, Washington, relating to stating the City’s intention to designate certain areas in which a City of Bainbridge Island Multifamily Property Tax Exemption program would apply, to include the Winslow Master Plan Study Area, Winslow Sewer Service Area, and in the Lynwood Center Area, the NC, NC/R-12, and R-5 zones.

**WHEREAS**, Washington State law authorizes the City Council to adopt a Multifamily Property Tax Exemption (“MFTE”) program as described in Chapter 84.14 RCW, and the purpose of this program is to encourage the development and redevelopment of multifamily and affordable housing by granting a property tax exemption; and

**WHEREAS**, adopting a MFTE program has been planned and was recommended in the 2017 Comprehensive Plan Housing Element and the 2018 Affordable Housing Task Force Final Report Recommendation; and

**WHEREAS**, a Joint City Council/Planning Commission land use subcommittee met in the Summer and Fall of 2020 and presented a list of recommended priority code changes to the Council on October 13, 2020 that included adopting a 12-year MFTE Program, and the City Council approved the list and recommended that it be forwarded to the Planning Commission for legislative work; and

**WHEREAS**, the Planning Commission discussed the MFTE program at their meetings on January 14 and 28, 2021, and at the February 11, 2021 meeting, the Planning Commission completed their recommendation on MFTE program elements to the City Council, including a recommendation on proposed designation areas in which a City MFTE program should apply; and

**WHEREAS**, at the City Council meeting on May 4, 2021, the Council received an overview of state law related to the MFTE program and the Planning Commission recommendation on program elements for a future MFTE program, including recommended MFTE designation areas (i.e., areas in which the program would apply);

**WHEREAS**, at the May 4, 2021 meeting, the City Council approved a motion to move forward with development of 12-year and 20-year MFTE program; and

**WHEREAS**, at the May 4, 2021 meeting, the City Council approved a motion to move forward with setting the date of a public hearing for June 8, 2021 for the designation areas recommended by the Planning Commission for a City of Bainbridge Island MFTE program, as required by RCW 84.14.040; and

**WHEREAS**, at its May 11, 2021 meeting, the City Council considered and adopted this resolution of intention to so designate MFTE designation areas, as authorized by RCW 84.14.040(2).

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

**Section 1.** The City Council will hold a public hearing on June 8, 2021 as part of the Council's regular meeting that begins at 6:00 PM to receive public comment on the proposal to designate the following areas as designation areas in which a City of Bainbridge Island MFTE program would apply, such that development projects would be eligible to participate in such a MFTE program:

Winslow Master Plan Study Area;  
Winslow Sewer Service Area; and  
In the Lynwood Center Area, the NC, NC/R-12, and R-5 zones.

**Section 2.** Attached hereto and incorporated herein are Exhibits A and B, which are maps of the proposed designation areas.

**Section 3.** This resolution will take effect immediately upon passage.

PASSED by the City Council this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.



Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

  
Christine Brown, CMC, City Clerk

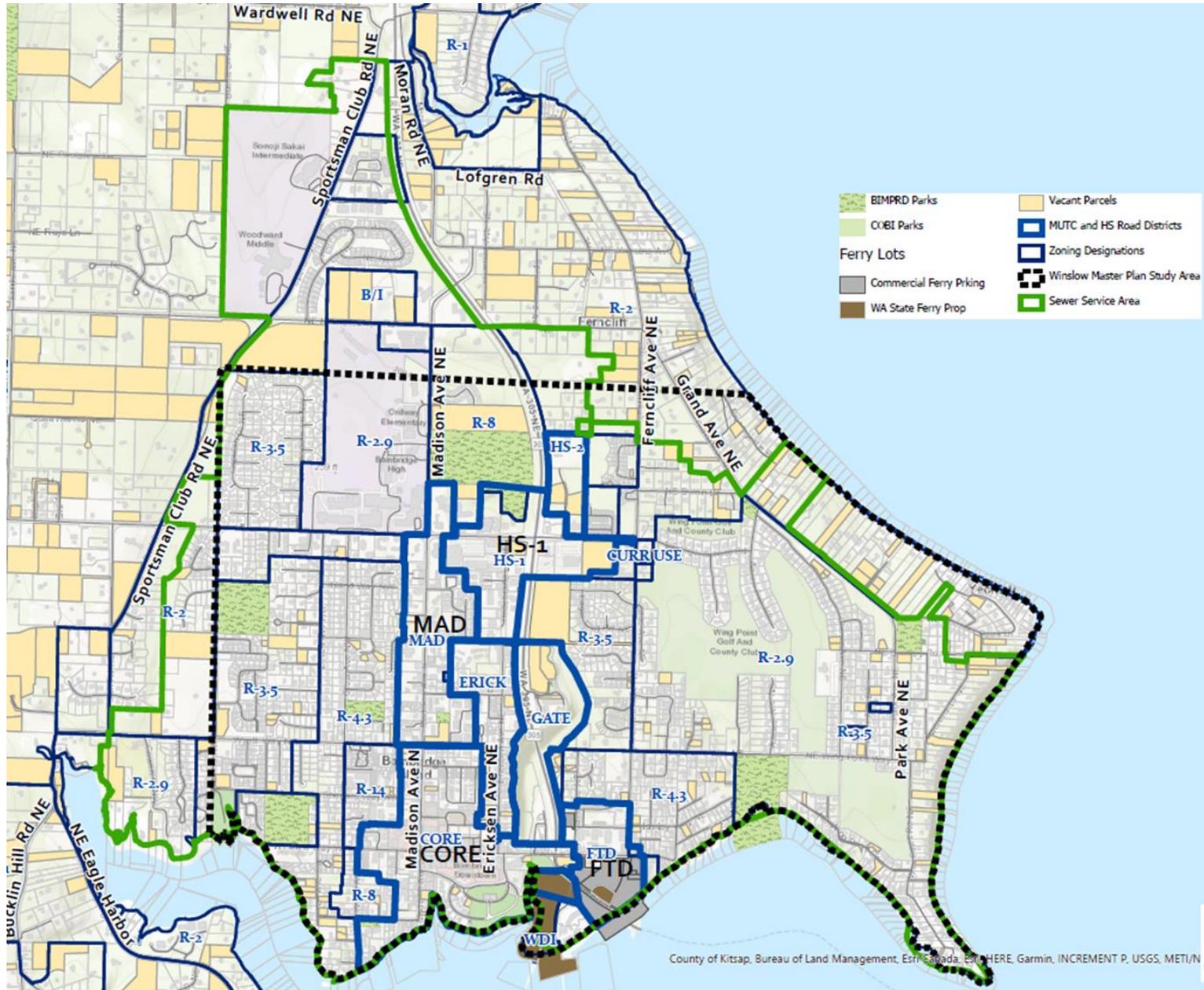
FILED WITH THE CITY CLERK:	May 7, 2021
PASSED BY THE CITY COUNCIL:	May 25, 2021
RESOLUTION NO.:	2021-09

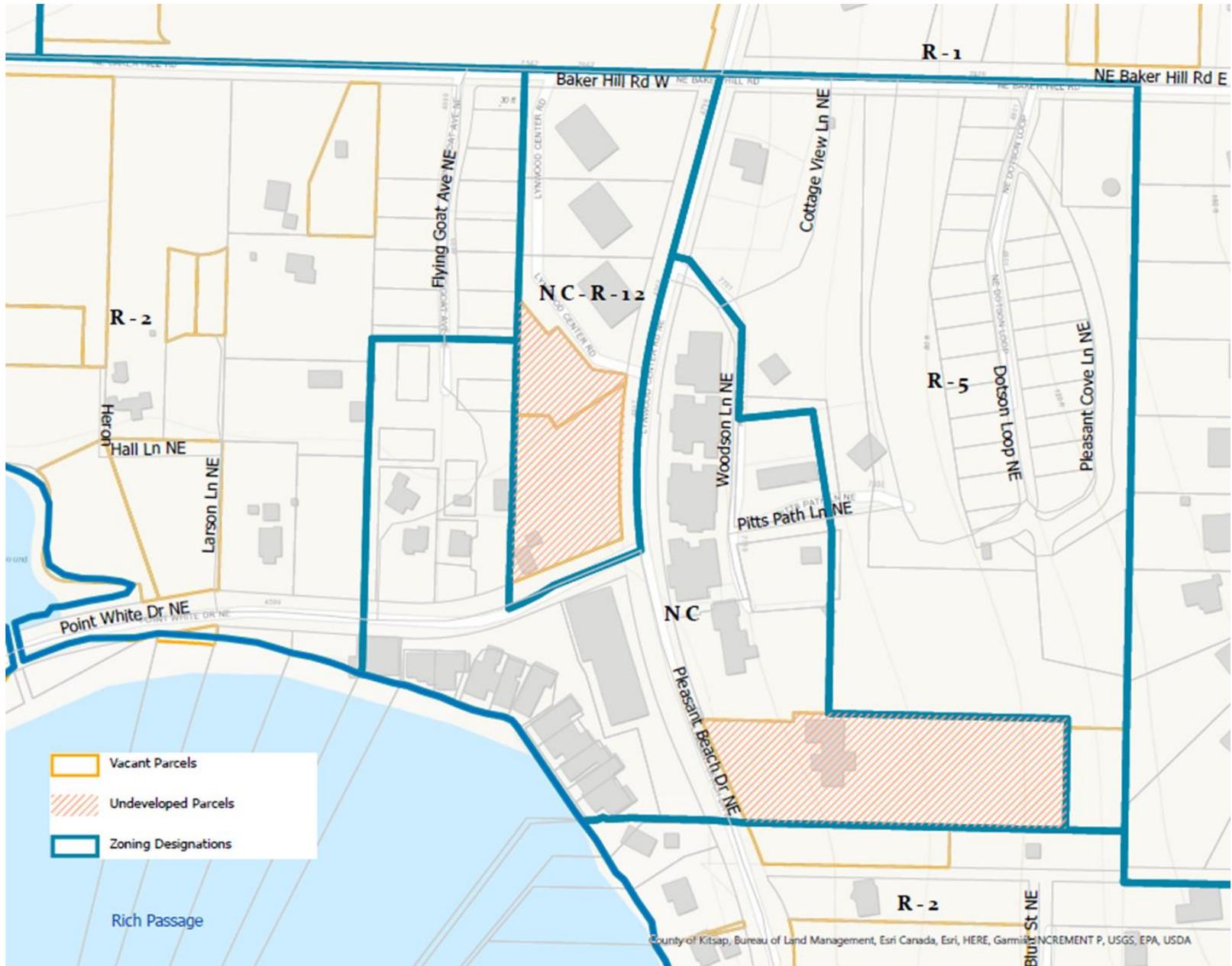
Attachments:

EXHIBIT A: Map of Winslow Master Plan Study Area and Winslow Sewer Service Area

EXHIBIT B: Map of the Lynwood Center Area, showing the NC, NC/R-12, and R-5 zones

EXHIBIT A to Resolution No. 2021-09





## **A Multifamily Property Tax Exemption Program for Bainbridge Island**

February 11, 2021

The Bainbridge Island Planning Commission is pleased to forward to the City Council a proposed *MULTIFAMILY TAX EXEMPTION PROGRAM*, for the Council's review and further action. This transmittal message contains, along with an account of the measure's development and its scope and purpose, the Commission's recommendations in response to policy questions posed by Planning Department staff.

Ordinarily, the Planning Commission does not have jurisdiction in matters covered by Title 3 in the Municipal Code. For this reason, and because the City Council is responsible for holding a public hearing and deciding upon the specific areas where provisions of this program are applicable, the Commission leaves several aspects of the Program to be determined by the Council, in consultation with Planning Department staff and the City Attorney.

### Background

Development of a Multifamily Tax Exemption Program was among the measures recommended by the Affordable Housing Tax Force in their *Final Report* dated July 11, 2018, and it has been an item on the City Council's Workplan for some time. Within the Planning Commission, the Affordable Housing subcommittee discussed this task as something eminently do-able, at a time when there was no authorization from the Council to undertake such an ambitious project as Inclusionary Housing regulations.

Commissioner Paar, as a developer of multifamily housing in Seattle, is familiar with the effectiveness of MFTE regulations; Commissioner Blossom served on the AHTF and has been eager to see the Council's long-term interest in this measure acted upon. Commissioner Quitslund studied the enabling legislation (Chapter 84.14 RCW) and looked into the regulations governing programs in Bremerton, Lacey, Shoreline, and Bellingham. At the end of October, Commissioner Quitslund sent a brief account of his findings to members of the Planning Commission and the Joint Subcommittee of the Council and P C. Further work by the Planning Commission was greenlighted by the City Council.

The provisions in RCW 84.14 are clear, detailed, and prescriptive. Per RCW 84.14.040 and .010.(18), a City must designate eligible areas for the MFTE that are within an urban center, which the statute defines as "a compact identifiable district where urban residents may obtain a variety of products and services," including "shops, offices, banks, restaurants, governmental agencies; adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems, and a mixture of uses and activities that may include housing, recreation, and cultural activities."

In the programs developed in other jurisdictions there are some variations, but all closely follow the RCW requirements. Drafting the program for Bainbridge involved choosing a prototype to follow and adapting each section to suit our circumstances. The City of Lacey's program was the principal model for our program, subject to some streamlining and with nuances lifted from other programs.

Discussion in a meeting of the Affordable Housing subcommittee on November 18 made it possible to complete a DRAFT of the proposed MFTE program, which was discussed with Planning Director Heather Wright and Senior Planner Jennifer Sutton on December 3. The Planning Commission discussed the MFTE program on December 17, 2020, including the

proposed text, a memo directing attention to several decision points, a document from the Puget Sound Regional Council explaining MFTE policies, and maps of potential areas suitable for MFTE designation. Staff directed the Planning Commission to discuss specific policy questions on which they would offer recommendations to the Council.

In the Planning Commission meeting on January 14, 2021, the MFTE Program was the principal item of business. The agenda packet included maps that showed overlay district boundaries and vacant parcels, and an excerpt from the Use Table in BIMC 18.09.020 showed the zoning designations where multifamily dwellings are either a Permitted or a Conditional use. In approximately an hour of discussion, the Commission arrived at consensus on policy recommendations, responding to the topics presented by Planning staff in the Agenda Bill. Commissioner Quitslund was tasked with drafting a message to the City Council that would accompany the proposed MFTE Program, providing background and an explanation of the Planning Commission's recommendations; this draft was reviewed and approved by the other two members of the Affordable Housing subcommittee. Discussion in the Planning Commission meeting on January 28 focused on this message, prompting a number of revisions, in anticipation of final action on the package by the full Commission on February 11, 2021.

#### Policy Questions to Answer

1. MFTE-eligible areas: Consider all zones where multifamily housing currently is a permitted use – (a) MUTC (all zones), (b) High School Road 1 & 2, R-8, R-14, and (c) Lynwood Center NC, R-12 and R-5 areas (since Lynwood Center is the only NC area currently served by sewer). The City Council would hold a public hearing on the proposed MFTE-eligible areas, as the next step in completion of the MFTE plan.
2. Project threshold: Under state law (RCW 84.14.030), a project must be creating at least 4 multifamily units in order to be eligible for the MFTE program. Other jurisdictions have raised this eligibility threshold in their local regulations; for instance, Bremerton's threshold is 10 units.
3. State law provides for MFTE programs that support development of both rental and ownership units, and the DRAFT text provides for both possibilities. The affordable housing subcommittee has asked whether the program should be limited to rental projects.

#### Recommendations

In discussion, the Planning Commission considered the first and second topics together, looking at maps showing vacant parcels in (1) the MUTC and High School Road districts; in (2) the larger area defined by two partially overlapping boundaries, the Winslow Master Plan Study Area and the Sewer Service Area; and in (3) the Lynwood Center neighborhood area.

Regarding the designation of residential target areas, the Planning Commission decided, first, to recommend designating the target area in and around Winslow by two established boundaries, to include parcels that are within either the Winslow Master Plan Study Area or the Winslow Sewer Service Area (or both). The Planning Commission also considered the map showing zoning designations in the Lynwood Center area, and recommends designation of those parcels zoned NC, NC/R-12, and R-5 as a target area for MFTE-eligible development.

The Planning Commission finds these recommendations to be consistent with the goals and policies of the Comprehensive Plan, and with the Zoning Code. The proposed MFTE program makes no changes in the current Code's zoning designations and density provisions, and it takes steps toward implementation of goals and policies in the Housing Element of the Comprehensive Plan.

Regarding the minimum *Size of an MFTE project* (see Planning Commission Affordable Housing subcommittee DRAFT MFTE Code Chapter BIMC 3.36.050.B), the Planning Commission recommends allowing MFTE for four or more housing units. It was noted that some parcels in the proposed MFTE-eligible areas might be developed (or redeveloped) with 10 or more units of multifamily housing, but there may be more opportunities for infill development on a smaller scale, providing some housing in mixed-use development, with commercial space and/or space for a service provider on the ground floor, thereby dispersing affordable housing and integrating residential development with other uses.

Regarding the third topic, whether the MFTE program should be restricted to projects producing rental units, the Planning Commission recommends that the MFTE program be applicable to both rental and ownership units in the target areas. There is an acute shortage of housing on Bainbridge Island that is available for rental at affordable rates, and the MFTE program will offer an attractive incentive to developers who provide multifamily rental units. Multifamily projects that provide for owner occupancy in all or a portion of the development may be few and far between, but the Planning Commission did not see a reason for excluding such projects from consideration. All of the programs in other jurisdictions that were studied provide for both possibilities.

#### Other Matters to be Determined

RCW 84.14.040 provides guidance on designation of a targeted area or areas, the required public notice of a hearing, and subsequent action to be taken by the Council.

As defined in RCW 84.14.010.(11), "Multiple-unit housing" (also "multifamily housing") is inconsistent with "Multifamily development" as defined in BIMC 18.36, #170.

Several details in the provisions for application, fees, review, certification, appeal procedures, contractual commitments, and reporting remain to be given final form. (Presumably, the hearing on designation of the MFTE-eligible areas can be scheduled, noticed, and conducted before these details are finalized.)

#### What the MFTE Program Does and Does Not Do

Effective use of the MFTE Program will depend on revision of BIMC 18.12 (Dimensional Standards) and 18.21 (Affordable Housing), presumably to include inclusionary housing provisions.

Adoption of the MFTE Program will have no immediate impact on revenues from residential taxes. To the extent that the program incentivizes development and some long-term net increase in population, revenues will be increased, but there will be a twelve-year lag in ad valorem property taxation.

As a condition of participation in the program, at least 20% of the housing units being provided must be affordable by income-qualified households. This has the effect of setting a high

standard for an Inclusionary Housing program, which has yet to be designed. However, the requirement of such affordability lapses at the end of twelve years. Longer-term affordability will depend upon regulations in the Inclusionary Housing chapter or elsewhere in the Code.

In 84.14 RCW and in this program, the definitions of Low-income and Moderate-income households are simpler than the categories currently found in BIMC 18.21, and this will have the effect of defining somewhat more broadly the income-qualified population eligible for affordable housing.

**PC Affordable Housing Subcommittee  
December 2020 DRAFT of New Chapter 3.36  
MULTIFAMILY TAX EXEMPTION PROGRAM  
NOTE: DRAFT not reviewed by full Planning Commission**

Sections:

- 3.36.010 Purpose
- 3.36.020 Definitions
- 3.36.030 Target area for multifamily residential development
- 3.36.040 Tax exemption for multifamily housing
- 3.36.050 Project eligibility and performance standards
- 3.36.060 Application procedure
- 3.36.070 Application review and conditional certification
- 3.36.080 Final certificate
- 3.36.090 Annual compliance review and report
- 3.36.100 Cancellation of tax exemption

**3.36.010 Purpose.**

- A. Pursuant to Chapter 84.14 RCW, the purpose of this chapter is to provide access to twelve-year exemptions from ad valorem property taxation for qualified development or redevelopment projects that will supply multifamily housing in an area targeted for such housing.
- B. Further, the purpose of this chapter is to promote and incentivize the development or redevelopment of an appropriate and equitable mix of housing types, as a catalyst for additional investment and activity in the target area, in accordance with the Comprehensive Plan and other applicable planning instruments.

**3.36.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply:

- A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low- or moderate-income households.
- B. "Area median income (AMI)," for Bainbridge Island, means the figure set annually by HUD for the Bremerton-Silverdale area.
- C. "Household" means a single person, family, or unrelated persons living together.
- D. "Low-income household" means, generally speaking, a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the area median income (AMI), adjusted for family size, for the Bremerton-Silverdale area.
- E. "Moderate-income household" means, generally speaking, a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but

is at or below one hundred fifteen percent of the area median income (AMI), adjusted for family size, for the Bremerton-Silverdale area.

- F. "Multiple-unit housing" (also "multifamily housing") means a building having four or more dwelling units not designed or used as transient accommodations. Multifamily housing units may result from new construction or from rehabilitation or conversion of vacant, substandard, or underutilized buildings, and may form part of a mixed-use development.
- G. "Owner" means the owner of record for the property in question.
- H. "Permanent residential occupancy" means occupancy of a housing unit, as a renter or owner, on a non-transient and continuous basis, for at least one month.
- I. "Rehabilitation improvements" means either modifications to existing structures that have been vacant for twelve months or more, made to achieve substantial compliance with current building codes; or modifications to existing occupied structures which, in compliance with current building codes, increase the number of available housing units.
- J. "Residential target area" means an area within the urban growth area that has been designated by the governing authority for residential development in accordance with this chapter and applicable land use regulations.

**3.36.030 Designation of residential target area(s).**

{The RCW prescribes a process, including noticing and a public hearing, by which the area(s) where the MFTE program is applicable will be designated. At this point in some of the Codes studied, areas are named and boundaries are shown on maps. The subcommittee recommends allowing MFTE on a small scale in virtually all zones and assumes that projects involving ten units or more will be confined to parts of the Winslow study area.}

- A. Pursuant to RCW 84.14.040, the Bainbridge Island city council designates the following area(s) as a/the target area/s within which the provisions of this chapter are applicable: . . .
- B. Additional residential target areas may be designated if the city council determines that an area meets the criteria set forth in RCW 84.14.040(1), as amended.

**3.36.040 Tax exemption for multifamily housing in target area(s).**

- A. *Duration of Exemption.* For projects that have applied and been certified in accordance with this chapter, the value of improvements is exempt from ad valorem property taxation for twelve successive years beginning January 1<sup>st</sup> of the year immediately following the calendar year of issuance of the final certificate of tax exemption, provided that the property otherwise qualifies for the exemption and the applicant/owner rents or sells at least twenty (20) percent of the multifamily housing units as affordable housing for low- and moderate-income households, as further defined in this section:
  - 1. For rental projects, at least twenty (20) percent of the units shall be rented throughout the duration of the twelve-year exemption period to households earning at or below one hundred percent of AMI; further, at least half of such units shall be rented to low-income households earning at or below eighty percent (80%) of AMI.

2. For ownership projects, or that portion of a project providing ownership, at least twenty (20) percent of the multifamily housing units in the project shall be sold as affordable housing to low-income or moderate-income households earning no more than one hundred fifteen percent (115%) of AMI.
  3. For mixed-use projects applying for the tax exemption, at least 50% of floor area must be dedicated to permanent residential occupancy.
- B. *Limits on Exemption.* The tax exemption applies only to the dwelling units and to housing-related improvements, and not to the value of land and unrelated improvements, including rehabilitation and construction for non-residential uses. The exemption also does not apply to increases in assessed valuation made by the county assessor on nonqualifying portions of a mixed-use building, or to the value of land.

### **3.36.050 Project eligibility and performance standards.**

To qualify for exemption from property taxation under this section, the project must satisfy all of the following requirements:

- A. *Location.* The project must be located within a residential target area identified in BIMC 3.36.030.
- B. *Size.* {The city of Lacey requires a minimum of 20 units; Bremerton requires 10. The subcommittee recommends allowing MFTE for four or more units. There may be several buildings, but no multifamily building shall contain fewer than four units.}
- C. *Replacement or Rehabilitation of Existing Residential Structure.* If the project replaces or rehabilitates a pre-existing structure, the new multifamily housing must provide at least as many housing units as existed before.
- D. *Redeveloped and New Mixed-Use Projects.* A project that provides residential units mixed with commercial, office, and/or retail uses may qualify for the tax exemption if four or more residential units are included, and if at least one quarter of them meet the definition of affordable housing.
- E. *Compliance with Guidelines and Standards.* The project must be designed to comply with the city's Comprehensive Plan, the *Winslow Master Plan*, the *Design for Bainbridge* manual, and pertinent provisions of the *BIMC*.
- F. *Diversity in Housing Types.* The mix and configuration of housing units (e. g., studio, one bedroom, two bedroom) that meet the requirement for affordable units under this chapter shall be substantially proportional to the mix and configuration of the total housing units in the project.
- G. *Project Completion.* The project must be scheduled for completion within three years from the date of issuance of the conditional certificate.
- H. *Contractual Commitment.* The applicant must enter into a contract with the city under which the applicant agrees to implementation of the project on terms and conditions satisfactory to the city, and the contract must be approved by the {city council?}.

### **3.36.060 Application Procedure.**

- A. A property owner who is proposing a project for an ad valorem tax exemption shall file the appropriate application form, available on request from the planning and community development department. Complete the application as follows, setting forth the grounds for tax exemption, along with the required fees as established pursuant to RCW 84.14.080:
  - 1. Describe the project briefly, providing schematic site and floor plans of the multifamily dwelling units and the structure(s) in which they will be located. Indicate in the brief description the total number of dwelling units and the number of each type (e. g., studio, 1 bedroom, 2 bedroom); indicate whether the project is new construction or rehabilitation; show any common areas and utility rooms.
  - 2. Indicate whether the dwelling units are planned for rental or for owner-occupancy, or for some of both.
  - 3. Indicate the number and type of units that will be affordable, to be rented or sold to income-qualified residents.
  - 4. If this is a mixed-use project, describe how other uses will be accommodated, and indicate what percentage of floor area will be devoted to residential use.
  - 5. Acknowledge the potential tax liability when the property ceases to be eligible for exemption under this section.
- B. The director shall approve, approve with conditions, or deny a completed application within ninety days of receipt. Issuance of a building permit is contingent on approval of this application.

### **3.36.070 Application review and conditional certification.**

- A. If the director finds that the application is complete and all requirements of this chapter will be satisfied by completion of the project, the application will be approved and a conditional certificate will be issued. The director may also approve the application with conditions, recommending changes to the project and resubmission. The conditional certificate shall expire three (3) years from the date of approval unless an extension is granted as provided in this chapter.
- B. Upon approval of the application, the applicant shall enter into a contract with the city setting forth the terms and conditions of the project and eligibility for exemption.
  - 1. This contract is subject to approval by the director of planning and community development.
  - 2. At the applicant's expense, the contract shall be recorded with the county auditor within 10 days of its execution, and the city shall be provided with the recording number.

- C. *Denial of Application.* If an application is denied, the director shall state in writing the reasons for denial and shall send notice to the applicant within ten (10) calendar days of the denial.
- D. *Appeal.* Per RCW 84.14.070, an applicant may appeal a denial to the Hearing Examiner within thirty (30) calendar days of receipt of the denial, by filing a notice of appeal with the City Clerk.
- E. *Extension of conditional certificate.* The conditional certificate may be extended by the director for a period not to exceed 24 consecutive months. The applicant must submit a written request stating the grounds for an extension. An extension may be granted if the director determines that:
  - 1. Any failure to complete construction or rehabilitation within the terms of the conditional certificate is due to circumstances beyond the applicant's control;
  - 2. The applicant has been acting in good faith and with due diligence; and
  - 3. All conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.

**3.36.080 Final certificate.**

- A. *Application.* Upon completion of improvements as provided in the contract between the owner and the city, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as is needed to evaluate eligibility, including:
  - 1. A statement of expenditures with respect to each multifamily housing unit, and the total expenditures with respect to the entire property;
  - 2. A description of the completed work and a statement that the improvements qualify for the exemption;
  - 3. A statement that the work was completed within the scope of the conditional permit and any authorized extension; and
  - 4. A statement that the project meets the affordable housing requirements of this chapter.
- B. *Determination of compliance.* Within thirty (30) days of receipt of a completed application, the director shall determine whether the completed project is consistent with the contract between the city and the owner, whether all or a portion of the completed work is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of Chapter 84.14 RCW and this chapter.
- C. *Filing with County Assessor.* The city shall file a final certificate of eligibility for tax exemption within ten days of the determination of compliance. The applicant shall be responsible for payment of any fee charged by the assessor.

**3.36.090 Annual compliance review and report.**

- A. *Annual Report – Property Owner.* Thirty days after the anniversary of final certification of the tax exemption, and subsequently in each year of the tax exemption period, the owner of record for the affordable multifamily project, or the homeowners’ association for an owner-occupied development, shall file an annual report with the director or a designated administrator, providing the following:
1. Occupancy and vacancy data for the twelve months ending with the anniversary date;
  2. Certification by the owner that the property has not changed use, and that the property has consistently been in compliance with affordable housing requirements; and
  3. A description of any improvements to the property during the year in question.
- B. *Additional Reporting – Property Owner.* By December 15 of each full year of the tax exemption period, the property owner shall provide city staff or a designated administrator with information, in writing, sufficient for completion of the annual report to the Department of Commerce, described in subsection D, below.
- C. *Audits.* City staff may conduct audits or require on-site verification of any information provided by the property owner. Failure to submit the annual report and/or additional reporting may result in cancellation of the tax exemption.
- D. *Annual Report – City.* By December 31<sup>st</sup> of each year, the city shall submit a report to the Department of Commerce, including the following:
1. The number of tax exemption certificates granted during the year;
  2. The total number and type of multifamily units produced or to be produced;
  3. The number and type of affordable housing units produced or to be produced;
  4. The actual development cost of each unit produced;
  5. The total monthly rent or total sale amount of each unit produced;
  6. The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption, and a summary of these figures for the city; and
  7. The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

**3.36.100 Cancellation of tax exemption.**

- A. *Cancellation.* If at any time the director determines that: (1) the property no longer complies with the terms of the contract or with the requirements of this chapter; (2) the use of the property has changed or will be changed to a non-residential use; (3) the project is found to violate applicable zoning requirements, land use regulations or building code requirements; or (4) the property no longer qualifies for the tax exemption, then the tax exemption shall be canceled and additional taxes, interest and penalties may be imposed pursuant to state law. Upon such a determination, the director or a designated officer of the city shall so notify the property owner by certified mail, return receipt requested.
  
- B. *Appeal.* The property owner may appeal this determination to the Hearing Examiner by filing a notice of appeal with the City Clerk within thirty (30) calendar days, specifying the factual and legal basis of the appeal.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:50 PM) Hold Public Hearing for Ordinance No. 2021-17 Extending the Landmark Tree Ordinance and Consider Approval - Planning,

**SUMMARY:** If adopted, Ordinance No. 2021-17 would extend the interim Landmark Tree regulations until December 26, 2021, unless terminated earlier or further extended by the Council. The extension is being requested to allow for additional necessary time to complete the Landmark Tree regulations based on the discussion at the Council's April 27, 2021 meeting in which the Council discussed and considered proposed Ordinance No. 2021-07. That separate ordinance relates to the tree and vegetation management chapters of the Bainbridge Island Municipal Code.

Following that meeting, City staff received from Councilmember Carr a detailed memo of questions and policy concerns (see attached). Staff presented that topic to the Planning Commission at their May 13, 2021 and May 27 meetings, and the Planning Commission discussed the procedural questions raised and proposed revisions to Ordinance No. 2021-07. Staff is seeking additional time for Planning Commission consideration and input on the suggested changes before returning to the Council with a revised recommendation on Ordinance No. 2021-07. Depending on the changes made, a second public hearing with the Planning Commission may be scheduled and the amendment to Chapter 16.32 BIMC, Protection of Landmark Trees, may be adopted as a separate ordinance.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to approve Ordinance No. 2021-17.

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

**FISCAL IMPACT:**

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

**BACKGROUND:** On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and this Ordinance No. 2021-17 would extend the interim control until December 26, 2021, unless terminated earlier or extended by the

Council. This agenda item is to conduct the public hearing on Ordinance No. 2021-17, and to consider adoption of the ordinance.

Since being initially adopted, the Council has previously extended and/or amended the interim official control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance No. 2018-42), December 11, 2018 (via Ordinance No. 2018-45), June 25, 2019 (via Ordinance No. 2019-17), November 26, 2019 (via Ordinance No. 2019-38), June 9, 2020 (via Ordinance No. 2020-13), and December 8, 2020 (via Ordinance No. 2020-37).

**ATTACHMENTS:**

[Ordinance No. 2021-17 Extending Landmark Tree Regulations Winslow Area](#)

[Exhibit B](#)

[Exhibit A Work Plan](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

***PUBLIC HEARING DRAFT***

**ORDINANCE NO. 2021-17**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending the interim official control, codified as Chapter 16.32 of the Bainbridge Island Municipal Code; leaving the effective date of the interim official control unchanged; updating the work plan; and extending the duration of the interim official control until December 26, 2021.

**WHEREAS**, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim official controls related to land uses; and

**WHEREAS**, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

**WHEREAS**, the City Council has significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City’s Comprehensive Plan, has been discussing how to best accommodate growth and development in both general and specific ways, and finds that there are likely to be adverse impacts on the City and its residents unless the City acts immediately to preserve the status quo; and

**WHEREAS**, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge Island and the City has received numerous public comments expressing concern regarding the loss of Landmark Trees on the Island; and

**WHEREAS**, Landmark Trees, because of their age, size, and condition are recognized as having exceptional value in contributing to the character of the community; and

**WHEREAS**, the Planning Commission, Design Review Board, and the (former) Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island and the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

**WHEREAS**, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control in the form of Chapter 16.32 of the Bainbridge Island Municipal Code (“BIMC”), *Preservation of Landmark Trees*, which designates Landmark Trees based on size and species, requires a permit to remove any Landmark Tree, and imposes a fine if a Landmark Tree is removed without a permit; and

**WHEREAS**, on August 14, 2018, the City Council held a public hearing on Ordinance No. 2018-25; and

**WHEREAS**, the City Council has previously amended the interim official control adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), and on October 9, 2018 (via Ordinance No. 2018-42); and

**WHEREAS**, on October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC; and

**WHEREAS**, on November 27, 2018, the City Council first discussed Ordinance No. 2018-45; and

**WHEREAS**, in response to comments and input that City staff and the City Council received regarding implementation and application of the Landmark Tree regulations, including comments from many property owners and Puget Sound Energy about difficulty in meeting the requirements of the regulations, City staff proposed amendments to the regulations to add exceptions for the type of Landmark Tree removal that would be approved through permit review; and

**WHEREAS**, in response to that input, on December 11, 2018, the City Council held a public hearing on Ordinance No. 2018-45, and considered and adopted Ordinance No. 2018-45 and the work plan that was adopted as Exhibit A to that ordinance; and

**WHEREAS**, the above described team of arborists provided their report and recommendations to City staff, and the City Council discussed that report and those recommendations at a Council study session on May 7, 2019; and

**WHEREAS**, prior to the expiration of Ordinance No. 2018-45, the City Council discussed Ordinance No. 2019-17 on May 28, 2019, held a public hearing on June 11, 2019, and adopted Ordinance No. 2019-17 on June 25, 2019 and the work plan that was adopted as Exhibit A to that ordinance, and that ordinance extended the duration of the interim official control and narrowed Chapter 16.32 BIMC, *Preservation of Landmark Trees*, to apply only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan (updated November 8, 2006), and as depicted in Exhibit B to that ordinance and this ordinance; and

**WHEREAS**, prior to the expiration of Ordinance No. 2019-17, on November 26, 2019, the City Council held a public hearing on Ordinance No. 2019-39 and forwarded it for approval on December 10, 2019; and

**WHEREAS**, on December 10, 2019, the City Council approved Ordinance No. 2019-39 and the updated work plan that was provided as Exhibit A to that ordinance; and

**WHEREAS**, on February 25, 2020, the City's Department of Planning and Community Development had a discussion with the City Council on potential next steps and revisions to the municipal code regarding tree removal, forest stewardship, and vegetation maintenance (Chapter 16.18 BIMC), landscaping and tree retention (e.g., BIMC 18.15.010), landmark tree regulations

(Chapter 16.32 BIMC), and related to further extending the interim control to allow staff and the Council to continue to work toward the goal of completing the legislative process to amend the code prior to the expiration of the interim control; and

**WHEREAS**, the Department of Planning and Community Development has recommended clarifying language, definitions, and terminology regarding the regulations at issue and to incorporate best management practices into the code as recommended by the Community Forest Management Plan (“CFMP”); and

**WHEREAS**, additional time is needed for the Planning Commission, community, and City Council to review the recommendations above described and consider the potential adoption of such recommendations that are consistent with the vision and goals of the City’s Comprehensive Plan; and

**WHEREAS**, due to the COVID-19 public health emergency and pandemic, over 400,000 persons in Washington state have contracted the virus and approximately 5,700 persons have died due to the virus thus far and during the time period that this interim official control has been in effect, and the public health emergency is ongoing and is expected to continue for many more months; 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, in part, of the public health emergency, additional time is necessary for City staff and the City Council to consider the regulations and policies at issue related to this interim control to ensure that the vision and goals of the City’s Comprehensive Plan are being met to the Council’s satisfaction; and

**WHEREAS**, at its May 26, 2020 meeting, the City Council considered interim control Ordinance No. 2020-13 and decided to set a public hearing for June 9, 2020 to accept public comment and consider that ordinance to extend the interim control for another six months; and

**WHEREAS**, on June 9, 2020, the City Council conducted a public hearing on Ordinance No. 2020-13 and the Council received and considered public comment related to that ordinance; and

**WHEREAS**, on June 9, 2020, after considering such public comment, the City Council adopted that ordinance to extend the interim control for six months, to December 26, 2020; and

**WHEREAS**, City staff met with the Planning Commission at several Planning Commission meetings to discuss draft regulations related to this interim control on August 13, September 10, October 29, November 11, and December 10, 2020; and

**WHEREAS**, at its November 24, 2020 meeting, the City Council considered Ordinance No. 2020-37 and decided to set a public hearing for December 8, 2020 to accept public comment and consider that ordinance to extend the interim control for another six months; and

**WHEREAS**, on December 8, 2020, the City Council conducted a public hearing on Ordinance No. 2020-37 and the Council received and considered public comment related to that ordinance; and

**WHEREAS**, on December 8, 2020 after considering such public comment, the City Council adopted Ordinance No. 2020-37 to extend the interim control for six months, to June 26, 2021; and

**WHEREAS**, on December 17, 2020, the Planning Commission held a public hearing and made a recommendation of approval regarding a related ordinance, currently referred to as proposed Ordinance No. 2021-07, which pertains to revisions to the tree and vegetation chapters of the Bainbridge Island Municipal Code, and such work has been identified on the work plan for this interim control; and

**WHEREAS**, on April 27, 2021, the City Council considered and discussed proposed Ordinance No. 2021-07 and the Council expressed a collective interest in further considering the ordinance at a future meeting; and

**WHEREAS**, on May 14, 2021, the Planning Commission discussed with staff from the Department of Planning and Community Development potential revisions to proposed Ordinance No. 2021-07 based on input from the City Council; and

**WHEREAS**, staff from the Department of Planning and Community Development need additional time with the Planning Commission to work through comments and issues raised by the City Council before returning to the Council to request action on Ordinance No. 2021-07; and

**WHEREAS**, at its May 25, 2021 meeting, the City Council considered this Ordinance No. 2021-17 and decided to set a public hearing for June 8, 2021 to accept public comment and consider this ordinance to extend the interim control for another six months; and

**WHEREAS**, on June 8, 2021, after considering such public comment, the City Council adopted this ordinance to extend this interim control for six months, to December 26, 2021, unless the Council terminates the interim control earlier, and to otherwise amend the interim control as stated in this ordinance; and

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

**WHEREAS**, this interim control promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which the

interim control was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency nor the effective date of the interim control, which is June 26, 2018.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES HEREBY 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 interim official control, as initially established by Ordinance No. 2018-25 and as subsequently amended by Ordinance Nos. 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37.

**Section 2. Authority of Existing Interim Official Control and Extension.** As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby extending the imposition of the interim official control that was initially imposed by Ordinance No. 2018-25, and was most recently extended by Ordinance No. 2020-37, as described herein.

**Section 3. Duration of Interim Official Control and Extension.** This interim official control is hereby amended to extend the interim official control in its current form as specified in this ordinance for six months, which is until December 26, 2021. This interim official control was narrowed previously by Ordinance No. 2019-17 to apply only to properties located within the Winslow Master Plan Study Area. See, BIMC 16.32.005 and the map included as Exhibit B (attached). **Exhibit B** is hereby incorporated herein.

**Section 4. 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 interim official control at its meeting on June 8, 2021 and took public testimony and considered further findings of fact.

**Section 5. Interim Official Control Work Plan.** As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control 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. Pursuant to this ordinance and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinances related to this interim official control, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, the City is hereby extending this interim official control for an additional six months based on the work plan set forth in **Exhibit A**, which is hereby incorporated herein. These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this interim official control on June 8, 2021.

**Section 6. Effect on Vested Rights.** Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as

defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete and applicable land use permit application before the effective date of this interim official control.

**Section 7. Interpretive Authority.** The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

**Section 8. 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 9. No Change to Basis for Declaration of Emergency or Effective Date.** This ordinance shall take effect and be in full 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 declaration stated in the interim official control ordinances which preceded this ordinance, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, 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 interim official control were included in the “Whereas” clauses of Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact. This ordinance does not change the effective date of this interim official control, which is June 26, 2018.

PASSED BY THE CITY COUNCIL this \_\_\_\_ day of June, 2021.

APPROVED BY THE MAYOR this \_\_\_\_ day of June, 2021.

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Rasham Nassar, Mayor

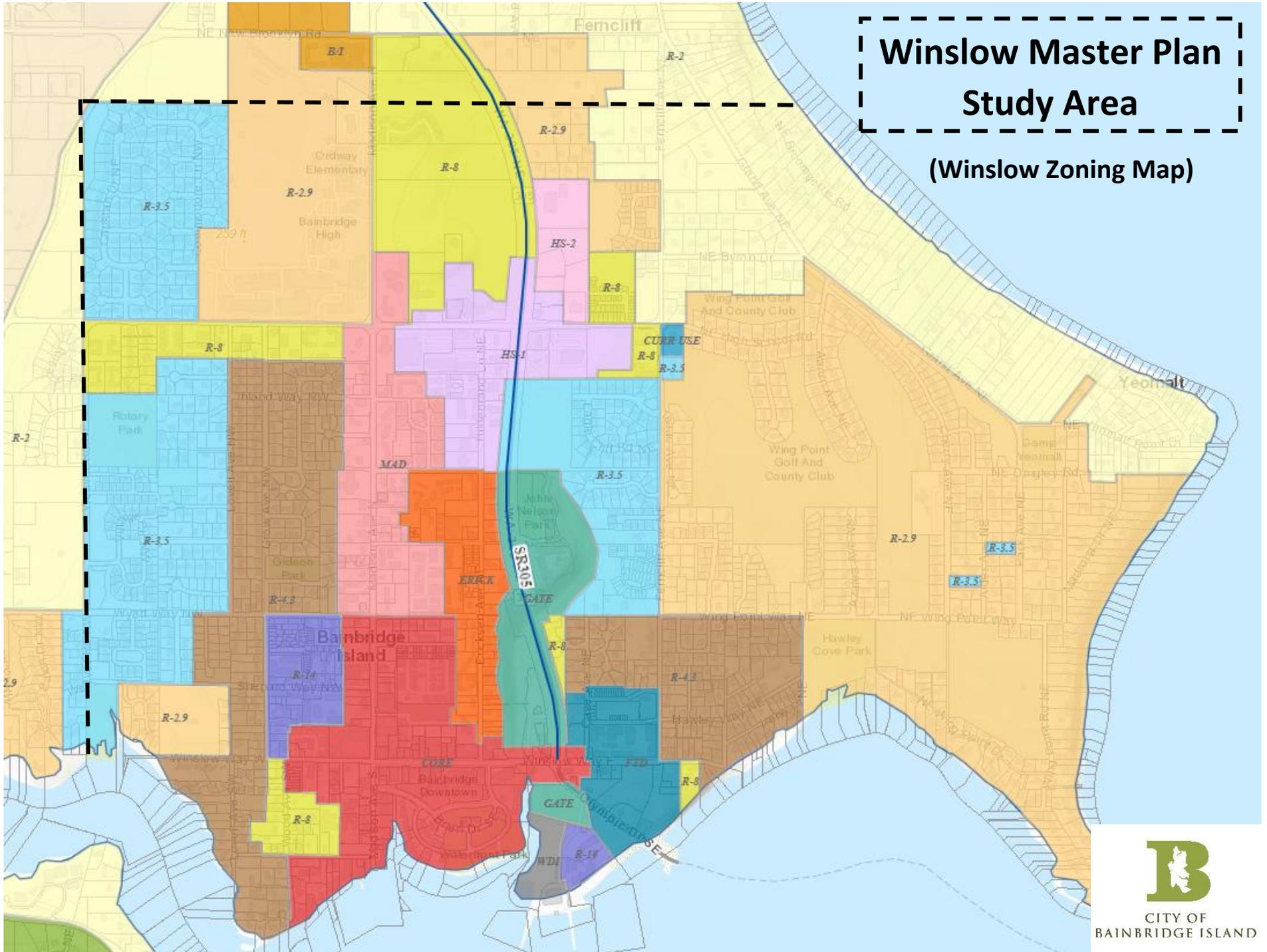
ATTEST/AUTHENTICATE:

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Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: May 21, 2021  
PASSED BY THE CITY COUNCIL: June\_\_\_\_, 2021  
PUBLISHED: June\_\_\_\_, 2021  
EFFECTIVE DATE: June \_\_\_\_, 2021  
ORDINANCE NUMBER: 2021-17  
ATTACHED: Exhibit A (Work Plan), Exhibit B (Winslow Master  
Plan Study Area)

# EXHIBIT B



**Winslow Master Plan  
Study Area**

(Winslow Zoning Map)

## EXHIBIT A



# PROTECTION OF LANDMARK TREES

## UPDATED WORK PLAN FOR INTERIM REGULATIONS (June 8, 2021)

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### **INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES:**

On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and has been extended until December 26, 2021, via the adoption of this current ordinance, Ordinance No. 2021-17, unless terminated earlier or extended by the City Council.

The City Council has amended the interim official control initially adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance No. 2018-42), December 11, 2018 (via Ordinance No. 2018-45), June 25, 2019 (via Ordinance No. 2019-17), November 26, 2019 (via Ordinance No. 2019-39), June 9, 2020 (via Ordinance No. 2020-13), and on December 8, 2020 (via Ordinance No. 2020-37).

The City has developed and is proceeding based on the Updated Work Plan described below to address the issues related to preservation of trees raised by the adoption of the interim regulations set forth in Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, 2020-13, and 2020-37, as well as in this current ordinance, Ordinance No. 2021-17.

#### June 2021

In conjunction with the Planning Commission, City staff will further refine the proposed code changes. After holding a second public hearing, it is expected that the Planning Commission will make a recommendation to the Council on the following chapter and sections of the BIMC; tree removal, forest stewardship and vegetation maintenance, landscaping screening and tree protection and replacements, aquifer recharge areas and landmark tree and the community forest best management practices manual as well as respond to proposed suggestions from the City Council.

#### July 2021

The proposed code changes would then be provided to the Council for review and consideration. After such review and consideration, the Council could take action to approve an amendment to the tree removal and the vegetation management permit and landmark tree chapters.

#### August – December 2021

Following the passage of the new regulations as above described, City staff will perform outreach and educate the public about best tree practices and the new regulations.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:00 PM) Consider Professional Services Agreement with the Kitsap Small Business Development Center in the Amount of \$10,000 - Executive,

**SUMMARY:** The City Council will consider contributing yearly funding for the Kitsap Small Business Development Center (SBDC). SBDC helps Kitsap small businesses navigate critical resources and develop new strategies to survive and thrive.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to authorize the City Manager to enter into a contract with the Kitsap Small Business Development Center in the amount of \$10,000 and execute the agreement substantially in the form attached.

**STRATEGIC PRIORITY:** Vibrant Economy

**FISCAL IMPACT:**

<b>Amount:</b>	\$10,000
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$10,000
<b>Included in Current Budget?</b>	No

**BACKGROUND:** The City Council will consider contributing yearly funding for the Kitsap Small Business Development Center (SBDC). SBDC helps Kitsap small businesses navigate critical resources and develop new strategies to survive and thrive. Poulsbo has provided \$10,000/year for the last three years. SBDC has asked for that type of commitment from other local governments to assure that businesses starting, growing, pivoting, and selling will have a resource of personalized business advising from their local office for the long-term.

Council received information from the SBDC at the April 20th Study Session and directed staff to bring back a scope of services for consideration.

**ATTACHMENTS:**

**FISCAL DETAILS:** This contract represents new General Fund spending and, if approved, will be included in the next quarterly budget amendment ordinance.

**Fund Name(s):**

**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 Western Washington University, a Washington State Agency (“Service Provider”).

**WHEREAS**, the City requires services in connection with small business development; and

**WHEREAS**, on April 20, 2021, the City Council directed the Interim City Manager to prepare a proposed Professional Services Agreement with the Service Provider; and

**WHEREAS**, the Service Provider 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 Service Provider as follows:

### **1. SERVICES BY SERVICE PROVIDER**

The Service Provider shall provide the services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Service Provider 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. The effective date of this Agreement shall be July 1, 2021, and the Agreement shall continue in full force and effect until June 30, 2022, 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 Service Provider pursuant to this Agreement shall be submitted to the City, and the Service Provider 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 Service Provider two thousand five hundred dollars (\$2,500) quarterly for services described in **Attachment A**, “Scope of Services”. The total payment from the City to the Service Provider pursuant to this Agreement shall not exceed ten thousand dollars (\$10,000).

B. The Service Provider shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Quarterly invoices shall be accompanied by a quarterly written report to the City Council, as described in **Attachment A**. The Service Provider shall maintain time and expense records and provide them to the City upon request. The “first quarter” of this Agreement shall begin on the effective date of this Agreement. The “quarters” shall commence on July 1, 2021. The second quarter shall commence October 1, 2021. The third quarter shall commence on January 1, 2022. The final quarter shall commence on April 1, 2022.

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

D. If the services rendered do not meet the requirements of this Agreement, the Service Provider 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**

A. The Service Provider shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement (“books and records”) in accordance with generally accepted accounting practices.

B. All 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 Service Provider shall afford the proper facilities for such inspection and audit.

C. Representatives of the City and/or the Washington State Auditor may copy any books and records if necessary to conduct or document an audit.

D. The Service Provider shall preserve and make available all books and records for a period of three (3) years after final payment under this Agreement.

E. In the event any audit or inspection identifies any discrepancy in the books and records, the Service Provider 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 Service Provider and the City understand and expressly agree that the Service Provider is an independent contractor in the performance of each and every part of this Agreement. The Service Provider expressly represents, warrants, and agrees that the Service Provider’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 Service Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this

Agreement. The Service Provider shall make no claim of City employment nor shall the Service Provider claim any related employment benefits, social security, and/or retirement benefits.

B. The Service Provider 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 Service Provider 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 Service Provider performs hereunder.

D. The Service Provider 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 Service Provider 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 Service Provider 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 their 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 Service Provider shall defend, indemnify, and hold the City, its officers, officials,

employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the negligent or alleged negligent acts, errors, or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- Commercial General Liability as described in **Attachment B**.
- Directors and Officers Liability as described in **Attachment B**.
- Automobile Liability as described in **Attachment B**.
- Workers' Compensation as described in **Attachment B**.
- None.

## **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 Service Provider 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 Service Provider 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 Service Provider: WWU Small Business Development Center  
Western Washington University  
1616 Cornwall Avenue, Suite 119,  
Bellingham WA 98225

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.

**21. EFFECTIVE DATE**

As described in Section 2 above, the effective date of this Agreement shall be July 1, 2021.

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

WWU Small Business Development Center

CITY OF BAINBRIDGE ISLAND

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

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

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

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

Name \_\_\_\_\_

Blair King, City Manager

Title \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

City Bus. Lic. # \_\_\_\_\_

## **ATTACHMENT A SCOPE OF SERVICES**

SCOPE OF WORK 2021 - 2022

WWU Kitsap Small Business Development Center Agreement with Bainbridge Island.

### **1. Small Business Services**

SBDC certified business advisors will offer no fee, confidential, professional advising services to business owners and managers that are located on Bainbridge Island. Technical assistance will include counseling and research support in the following areas:

- Access to capital, loan information and finance packaging
- Accounting & Recordkeeping
- Business Plan Development
- Export Assistance & International Trade Planning
- Financial Analysis & Cost Control
- General Problem Solving
- Government Contracting
- Inventor Assistance
- Labor and Personnel Issue Solutions
- Marketing Plan Development
- Market Research and Analysis
- Strategic Planning
- Succession Planning
- Technology Planning
- Valuing a Business for Sale or Purchase

The WWU SBDC serves for profit, existing small businesses, and startup ventures in all sectors in accordance with SBA guidelines.

The WWU SBDC team serving Bainbridge Island consists of:  
Certified Business Advisor – Full time located in Kitsap County  
Supported by WWU main campus staff:

WWU SBDC Centers Director  
Program Specialist  
Part time MBA graduate research assistant

### **2. Business Advising**

1. Deliverables  
An SBDC certified business advisor will provide one-on-one business advising to existing business owners and qualified start-ups to improve one or more of the following areas: access to capital, marketing & sales, operational efficiency, human resource issues, financial management and profitability.
2. Measurements

- Hours of business advising provided
- Number of businesses provided one-on-one advising
- Number of jobs created
- Capital formation amount
- New business starts

### **3. Training**

WWU SBDC will participate in and hold training events that provide beneficial educational content; trainings will be available to businesses in Kitsap County.

1. Measurements
- Number of trainings
  - Number of business attendees

### **4. Research**

The WWU SBDC provides year-round research services and technical assistance for local businesses in efforts to support client work.

1. Outcomes/Deliverables
- SBDC will staff one part-time MBA graduate assistant that will focus on supporting financial analysis and in-depth client tailored research
  - SBDC will utilize the SBDC National Clearinghouse at the University of Texas, San Antonio (UTSA), to support planning of growth for existing businesses as well as assist new business start-ups

### **5. Additional Services**

1. Actions/Methods
- Information dissemination will be in the form of walk-in inquiries, phone and web-based inquiries. We will support these inquiries with handouts, web-based resources, referrals to other resources and professional business service providers and conversations with SBDC program staff.
  - Co-advising from other WSBDC certified business providers will be utilized when specific industry and specialization knowledge is required.
  - Pro bono services provided by professional business service providers such as attorneys, CPA's and consultants will be facilitated by CBAs

### **6. Reporting**

The following reports will be required annually:

- a. Four Period Reports shall be submitted with the invoice detailing work completed and progress made in scope of work items above. Reports shall be in narrative form and include status of activities identified in the scope for that period. Provide quantitative data and measurable outcomes. Any data reported should be tied to the narrative and reports should only be reflective of the scope of work. The Port may request back-up documentation from WWU to verify measurements submitted (e.g., businesses counseled).
- b. Occasional meeting of the WWU service providers may be called by the Parties.

## ATTACHMENT B – INSURANCE REQUIREMENTS

### A. Insurance Term

The Service Provider 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 Service Provider, its agents, representatives, employees, or volunteers.

### B. No Limitation

The Service Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Service Provider 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 Service Provider 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 Service Provider'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. Directors and Officers Liability insurance appropriate to the Service Provider's ongoing operations.

### D. Minimum Amounts of Insurance

The Service Provider 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. Directors and Officers 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 Service Provider'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 Service Provider'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 Service Provider shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider from the City.

**J. City Full Availability of Service Provider Limits**

If the Service Provider 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 Service Provider, irrespective of whether such limits maintained by the Service Provider 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 Service Provider.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 45 Minutes

**AGENDA ITEM:** (8:10 PM) Introduction and Review of Draft Plastics Ordinance No. 2021-18 - Executive,

**SUMMARY:** The City Council will consider a draft of a proposed ordinance regulating the use of plastics on Bainbridge Island by food service and lodging establishments. This ordinance retitles, amends, and expands Bainbridge Island Municipal Code ("BIMC") Chapter 8.24. The draft is based on text prepared by Councilmember Carr. The text highlighted in yellow is based on text proposed by Deputy Mayor Hytopoulos. The text highlighted in green is based on text proposed by Councilmember Pollock. Alternate text related to exemptions, proposed by the Deputy City Attorney, is in turquoise.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to forward Ordinance No. 2021-18 to the June 22, 2021 unfinished business agenda.

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

**FISCAL IMPACT:**

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

**BACKGROUND:** On May 17, 2021, Governor Inslee signed into law E2SSB 5022, a bill concerning management of certain materials to support recycling and waste and litter reduction. The law, in part, relates to plastics and the City's ability to regulate plastics.

At the City Council's May 18, 2021 meeting, the Council directed the City Attorney's Office to bring back a draft plastics ordinance incorporating the five policy points set forth in the agenda materials discussed that evening. Councilmember Carr volunteered to provide a draft, based in part on Bellingham's recently-passed ordinance related to the same topic.

The title of Chapter 8.24 BIMC is amended to "SINGLE-USE PLASTICS REGULATION."

BIMC 8.24.005 is added to adopt a more comprehensive set of definitions related to this amended version of Chapter 8.24 BIMC.

BIMC 8.24.010 is repurposed to include existing packaging regulations. It is expanded to include a new, mandatory \$0.25 disposable cup charge imposed on food service business customers.

BIMC 8.24.015 is added to include existing exemptions, and to add an exemption to the disposable cup charge for persons who self-identify as indigent. It also includes a process for adding exemptions.

BIMC 8.24.020 is repurposed to require food service businesses to use reusable food service products for on-premises dining.

BIMC 8.24.025 is added to require customers to affirmatively seek single-use food service products from food service businesses.

BIMC 8.24.030 is repurposed to prohibit the use of single-use plastic food service products.

BIMC 8.24.035 is added to restrict lodging establishments from using single-use personal care bottles unless that use is related to an accommodation, as required by the ADA and other related laws.

BIMC 8.24.050 is amended to update the enforcement and penalties for violating the requirements of Chapter 8.24 BIMC. It amends the existing criminal penalties to civil infractions.

BIMC 8.24.060 is added to authorize, at the direction of the City Manager, education and outreach activities related to the implementation of Chapter 8.24 BIMC.

BIMC 8.24.070 is added to prohibit the City from purchasing single-use products that do not comply with the requirements of Chapter 8.24 BIMC, including a prohibition related to such use at City-sponsored events.

**ATTACHMENTS:**

[Draft Plastics Ordinance No. 2021-18](#)

**FISCAL DETAILS:** If the draft ordinance should be adopted, pursuant to the provisions of 8.24.060, the City Manager proposes to contact with one or more community based organizations to provide outreach, education, and monitoring in order to secure compliance. It is anticipated that initial efforts may cost approximately \$10,000. Ongoing education and monitoring costs are unknown at this time.

**Fund Name(s):**

**Coding:**

**DRAFT**

**ORDINANCE NO. 2021-18**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, amending Chapter 8.24 and adding new Sections 8.24.005, 8.24.015, 8.24.025, 8.24.035, 8.24.060, and 8.24.070 of the Bainbridge Island Municipal Code.

**[WHEREAS, the impact of the world’s increasing waste stream is unsustainable and detrimental to the future of the world’s environment, economy, and the health and safety of its people; and**

**WHEREAS, the City of Bainbridge Island has been a leader in developing responsible waste management policies including a ban on polystyrene food packaging in 1989 and a ban on single-use plastic bags in 2012; and]**

**WHEREAS, the City of Bainbridge Island currently regulates the use of nonbiodegradable packaging materials in Chapter 8.24 of the Bainbridge Island Municipal Code (“BIMC”); and**

**WHEREAS, certain exemptions to prohibited materials and items exist in Chapter 8.24 BIMC; and**

**WHEREAS, single-use plastic food service products contaminate Bainbridge Island’s recycling and compost systems, soiling other recyclables, such as paper, and jeopardizing the quality of the community’s recycling and compost; and**

**WHEREAS, single-use plastic items such as utensils, straws, cups, plates, and wrappers are frequently found as [street and] beach litter in Bainbridge Island and throughout Washington state; and**

**WHEREAS, plastic is a pollutant that never fully degrades but rather breaks down into smaller nonbiodegradable pieces and particles [such as microplastics] that are commonly ingested by marine and terrestrial wildlife, with bioaccumulation up the food chain [that contaminate soil and water], threatening the health of our Island’s and Puget Sound’s ecosystems, as well as the health of our own community; and**

**[WHEREAS, microplastics that enter the marine environment are consumed by fish, marine mammals, birds, and other organisms where they may pose a particular burden for endangered species such as salmon and southern resident orcas; and]**

**[WHEREAS, among other hazards, plastic debris attract and concentrate ambient pollutants like heavy metals and persistent organic pollutants in seawater and fresh water, which can transfer to fish and other seafood, that is eventually caught and sold for human consumption; and]**

**[WHEREAS, the annual worldwide production of plastics (both resins and fibers) increased from 2 million metric tons in 1950 to 380 metric tons in 2015, an annual growth rate of 8.4%, and the use of plastic has increased about two-and-a-half times faster than global gross domestic product annually; and]**

**[WHEREAS, only 9% of the plastic produced to date in the United States has been recycled and annual recycling rates in the U.S. have stagnated at around 9% since 2012; and]**

**WHEREAS, commercial composting services that allow for the processing of “compostable” plastics and wood or fiber-based food service products are not currently available on Bainbridge Island or in Kitsap County; and**

**WHEREAS, the greenhouse gas inventory recently completed for the City of Bainbridge Island calculated that there was an approximately eleven percent increase in community greenhouse gas emissions from solid waste between 2014 and 2018; and**

**WHEREAS, that recent greenhouse gas inventory also indicated that four percent of current greenhouse gases are from solid waste generation; and**

**[WHEREAS, each county in the state is required by RCW 70.95.080 to prepare a Comprehensive Solid and Hazardous Waste Management Plan, and**

**WHEREAS, incorporated cities in Kitsap County, including Bainbridge Island, are participants in the County’s solid waste management planning, and these jurisdictions work with the County to manage solid waste-related materials; and**

**WHEREAS, one of the essential goals of the Kitsap County’s Solid Waste Management Plan is to “Reduce the environmental impacts to climate, air, water, and land that are associated with waste generation, transportation, handling, recycling, and disposal”; and**

**WHEREAS, one of the key priorities of the Washington State Solid and Hazardous Waste Plan is to “Mitigate climate change through waste reduction, reuse, and recycling”; and]**

**WHEREAS, the City of Bainbridge Island adopted a Climate Action Plan on November 20, 2020; and**

**WHEREAS, the City’s Climate Action Plan includes Priority Action 7.A.2.a., “Adopt an ordinance to reduce the use of single-use plastic food service ware, including utensils and take-out containers, by all Island food service establishments”; and**

**WHEREAS, significantly reducing single-use plastic food service ware from retail food establishments within the City of Bainbridge Island will reduce litter, contamination of recycling and composting systems, and negative environmental impact by avoiding dead-end deposition in a landfill; and**

**WHEREAS**, hotels and other lodging establishments also contribute substantially to the single-use plastic waste stream with small plastic products that are used once or a few times and then discarded; and

**WHEREAS**, some single-use plastic products, including plastic straws and small bottles for personal care products, need to be available upon request as a reasonable accommodation to ensure equity, inclusivity, and sustainability for those who need them; and

**WHEREAS**, some alternatives to single-use plastics are not adequate for some people's personal access needs or financial circumstances, and these personal needs and circumstances should be accommodated in a manner that is not stigmatizing; and

**WHEREAS**, Washington State waste reduction laws provide that it is the responsibility of county and city governments to assume primary responsibility for solid waste management and to develop and implement aggressive and effective waste reduction and source separation strategies; and

**WHEREAS**, in light of the need to protect Bainbridge Island's sensitive marine environments, and with a desire to lead a transition to more environmentally sustainable alternatives, it is the intent of the Bainbridge Island City Council to reduce the use of single-use plastic products, and to take other steps to reduce waste from single-use products; and

**WHEREAS**, it is the City's desire to phase out the use of single-use plastic food service products as well as single-use, throwaway items of all types and increase the use of more sustainable alternatives; and

**WHEREAS**, to prevent solid waste generation, it is in the City's interest to discourage the use of single-use beverage cups which can be accomplished through price signals; and

**WHEREAS**, it is the City's intent to provide education to consumers and businesses regarding the requirements of this ordinance, and on the need for and utility of single-use plastic reduction, and to encourage the use of alternatives, such as compostable and reusable food service products or refillable containers for personal care products; and

**WHEREAS**, it is the City's intent to implement, with community partners, a significant education and outreach effort that is suitable for small business owners and diverse ethnic populations, including language-appropriate materials, targeted outreach, and distribution of culturally appropriate materials; and

**WHEREAS**, through a greater focus on waste minimization we can conserve resources; reduce greenhouse gas emissions, waste, terrestrial and marine litter, and other pollution; protect public health and welfare today and for future generations of Bainbridge Islanders; and avoid costly environmental damages; and

**WHEREAS**, the Bainbridge Island City Council finds that a reduction in single-use plastic products is in the best interest of public health, safety, and welfare of the persons of Bainbridge Island, the terrestrial environment, and the Puget Sound.

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

**Section 1.** The title of Chapter 8.24 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

**USE OF NONBIODEGRADABLE PACKAGING MATERIALS SINGLE-USE PLASTICS REGULATION**

**Section 2.** A new Section 8.24.005 of the Bainbridge Island Municipal Code is hereby added as follows:

8.24.005 Definitions.

A. “Biodegradable materials” means those materials made of cellulose-based or other substances that are capable of being readily attacked, decomposed, assimilated, and otherwise completely oxidized or broken down by bacteria or other natural biological organisms into carbonaceous soil material or water and carbon dioxide within a reasonable period of time.

B. “Compostable” means a product that meets the requirements of RCW 70A.455.040, as amended.

[B. “Compostable” means a product that is made of cellulose-based or other substances that are capable of being readily attacked, decomposed, assimilated, and otherwise completely oxidized or broken down by bacteria or other natural biological organisms into carbonaceous soil material or water and carbon dioxide within a reasonable period of time through a composting system readily available to persons on Bainbridge Island and Bainbridge Island residents.]

C. “Food service businesses” means a business selling or providing food for consumption on or off the premises, and includes full-service restaurants, fast food restaurants, cafes, delicatessens, coffee shops, grocery stores, vending trucks or carts, home delivery services, delivery services provided through an online application, and business or institutional cafeterias.

D. “Food service product” means a product intended for one-time use and used for food or drink offered for sale or use. Food service products include, but are not limited to, containers, plates, bowls, cups, lids, beverage containers, meat trays, deli rounds, utensils, sachets, straws, condiment packaging, clamshells and other hinged or lidded containers, wrap, and portion cups.

E. “Nonbiodegradable materials” means those materials made in whole or in part of polystyrene plastic.

F. “Packaging” means all food-related wrappings, boxes, containers, and disposable or nonreusable plates, cups, or drinking utensils.

G. “Plastic” means any organic, synthetic, or processed material derived from petroleum that is mostly thermoplastic or thermosetting polymers of high molecular weight and that can be made into objects, films, or filaments, including, but not limited to, extruded polystyrene, and expanded polystyrene.

H. “Plastic food service product” means a food service product that is composed of plastic, or foil, fiber, or paper with a plastic coating, window, component, or additive.

I. “Personal care product” means a product intended to be applied to or used on the human body in the shower, bath, or for personal cleanliness or grooming and shall include only shampoo, lotion, hair conditioner, and soap.

J. “Prepackaged food” means food service products that have been filled with food and sealed by a separate food service business or food manufacturer prior to receipt by the point-of-sale retail establishment. “Prepackaged food” includes a utensil, straw, or other item physically attached for purposes of retail sale to a food service product prior to receipt by the point-of-sale retail establishment.

K. “Retail food establishment” means all sales outlets, stores, shops, or other places of business located within the city, which sell or convey foods directly to the ultimate consumer. “Retail food establishment” shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured, and sold or offered for sale, including, but not limited to, any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order cafe; delicatessen; luncheonette; grill; sandwich shop; soda fountain; tavern; bar; cocktail lounge; nightclub; roadside stand; take out prepared food establishment; industrial feeding establishment; catering kitchen; commissary; grocery store; public food market; food stand; or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere; and any other establishment or operation, including homes, where food is processed, prepared, stored, served, or provided for the public for charge.

K. “Retail establishment” means any person, corporation, partnership, business, facility, vendor, organization, or individual that sells or provides merchandise, goods, or materials directly to a customer, including to a food service business. “Retail establishment” includes, but is not limited to, food service businesses, grocery stores, department stores, hardware stores, home or business delivery services, pharmacies, liquor stores, restaurants, catering trucks, convenience stores, or other retail stores or vendors, including temporary stores or vendors at farmers markets, street fairs, and festivals.

L. “Reusable” means designed and manufactured to maintain its shape and structure, and to be materially durable for repeated (at least 1,000 times each) sanitizing in water at 171 degrees Fahrenheit for at least 30 continuous seconds, washing via commercial dishwashing machine, and reuse.

M. “Reusable package system” is a set of containers and/or utensils provided to a retail customer that is intended to be returned to a restaurant or other collection location for cleaning and reuse. All materials used in such a system must meet the definition of reusable, above.

N. “Single-use” means a product that is designed to be used once and discarded, and/or is not reusable as defined herein.

O. “Small bottle” means a bottle or container with less than or equal to a 6-ounce capacity that is intended to be nonreusable by the end user.

P. “Small cup” means a product designed to be used by a consumer to facilitate the consumption of any liquid with less than or equal to a 6-ounce capacity that does not contain a plastic lining.

Q. “Utensil” means a product designed to be used by a consumer to facilitate the consumption of food or beverages, including knives, forks, spoons, cocktail picks, chopsticks, splash sticks, and stirrers. “Utensil” does not include plates, bowls, cups, bottles, and other products used to contain food or beverages.

**Section 3.** Chapter 8.24.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

8.24.010 ~~Definitions~~ Food and Beverage Containers.

~~A. “Biodegradable materials” means those made of cellulose-based or other substances that are capable of being readily attacked, decomposed, assimilated, and otherwise completely oxidized or broken down by bacteria or other natural biological organisms into carbonaceous soil material or water and carbon dioxide within a reasonable period of time.~~

~~B. “Nonbiodegradable materials” means those made in whole or in part of polystyrene plastic.~~

~~C. “Packaging” means all food-related wrappings, boxes, containers and disposable or nonreusable plates, cups, or drinking utensils.~~

~~D. “Retail food establishment” means all sales outlets, stores, shops or other places of business located within the city, which sell or convey foods directly to the ultimate consumer. “Retail food establishment” shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured, and sold or offered for sale, including, but not limited to, any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short order cafe; delicatessen; luncheonette; grill; sandwich shop; soda fountain; tavern; bar; cocktail lounge; nightclub; roadside stand; take out prepared food establishment; industrial feeding establishment; catering kitchen; commissary; grocery store; public food market; food stand; or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere; and any other establishment or operation,~~

~~including homes, where food is processed, prepared, stored, served or provided for the public for charge.~~

A. No retail food establishment licensed to do business or required to be licensed within the city shall sell or convey food directly to ultimate consumers within the city unless such food is placed, wrapped, or packed in biodegradable packaging consistent with the requirements of this chapter at the conclusion of a sales transaction for the purchase of such food.

B. No retail food establishment licensed to do business or required to be licensed within the city shall sell, give, or provide food containers to any persons within the city if such food container is not composed of wood or biodegradable fiber-based substrate.

C. Upon availability of local commercial composting in Bainbridge Island or Kitsap County, no retail food establishment licensed to do business or required to be licensed within the city shall sell, give, or provide any food container or utensil to any persons within the city if such item cannot be commercially composted at the local commercial composting facility because of its composition or use.

D. No retail food establishment licensed to do business or required to be licensed within the city shall provide any person a disposable, single-use cup without paying a mandatory fee.

1. Retail food establishments shall charge customers twenty-five cents (\$0.25) for each disposable, single-use cup provided to any person for any reason if it is not reusable. Retail food establishments may not waive this mandatory charge.

2. The mandatory charge for disposable, single-use cups shall be identified separately on any receipt provided to a customer. Pre-sale, the mandatory charge shall be conspicuously identified for the customer on media such as menus, ordering platforms, and/or menu boards. Customers placing orders online or by telephone shall be informed of disposable cup charges at the time the order is placed. Any mandatory charge collected pursuant to this chapter shall be treated as revenue for the retail food establishment that levied the charge.

3. Customers may provide their own reusable cups for beverage service **in accordance with Retail Food Code Chapter 246-215-03348 of the Washington Administrative Code. These reusable cups must be clean, sturdy, and appropriately insulated so that they can be held in the customer's bare hand if intended to be used for hot liquids**. Retail food establishments may refuse, at their sole discretion, any customer-provided reusable cup that is cracked, chipped, or corroded, appears inappropriate in size, material, or condition for the intended beverage, or that appears to be soiled or unsanitary, and instead require use of a reusable cup for a beverage consumed on the premises, or a disposable cup that conforms to the standards of this section.

**Section 4.** A new Section 8.24.015 of the Bainbridge Island Municipal Code is hereby added as follows:

8.24.015 Exemptions.

A. BIMC 8.24.010 shall not apply to the following items:

1. Any flexible transparent covering;
2. Any food packaging used at hospitals or nursing homes;
3. Any paper or other cellulose-based packaging that is coated with polyethylene plastic on only one side, or wax coated;
4. Any plastic covers, covering material, food containers, or lids that are biodegradable;
5. Any glass container or glass packaging which is recyclable;
6. Any foods sold by a retail food establishment packaged by a wholesale distributor, manufacturer, processor, bakery, or similar wholesaler whose premises is located outside the city; provided that not more than 10 percent of the total volume of food sold at the retail food establishment is packaged in nonbiodegradable packaging.

B. Businesses may not charge for use of a reusable cup provided by a customer.

C. Any customer who, at the point of sale, self-identifies as a recipient of Welfare, Food Stamps, SSI, Medicaid, Pregnant Woman Assistance Benefits, Poverty Related Veteran's Benefits, Temporary Assistance for Needy Families Benefits, Refugee Settlement Benefits, or is assisted by the Aged, Blind, or Disabled Assistance Program, is presumed indigent, and shall be exempt from the mandatory disposable cup charge.

D. Small cups, as defined in BIMC 8.24.005, when provided at the request of a customer, shall be exempt from the disposable cup charge.

E. [The City Manager, or their designee, in consultation with the Climate Mitigation/Adaptation Officer may add or remove items from the exempted list in subsection A of this section. Any exemption added at the discretion of the City Manager, or their designee, shall not exceed one year in duration without approval by the City Council. Public notice of any added exemption must be provided in the form of a posting on the City's website.]

[E. The following single-use plastic food service products are exempt from the prohibition contained in BIMC 8.24.010 until January 1, 2023:

1. Produce bags;
2. Catering trays;
3. Clear food wrap and shrink wrap;
4. Sushi trays;
5. Containers for uniquely shaped foods, e.g., deviled eggs;
6. Flexible plastic packaging used to preserve moisture and freshness such as for cookies;
7. Containers or trays for hot meat items such as for ribs or rotisserie chicken;
8. Small absorbent pads put under meat or seafood to absorb liquids in the package.

F. The City Manager, in consultation with the Climate Mitigation/Adaptation Officer, may extend the foregoing exemption for one or more of the listed products for additional periods of time not to exceed one year in duration (per authorization) when the City Manager determines as follows:

1. There are not at least two suitable and readily commercially available compostable alternatives to the single-use plastic food service product for which the exemption is being extended; or
2. There are not at least two vendors that make commercially available a suitable compostable alternative to the single-use plastic food service product for which the exemption is being extended.

G. Notwithstanding the foregoing, the City Manager shall extend the exemption for containers or trays for hot meat items until the City Manager determines that a commercially viable and equally safe alternative form of packaging is readily commercially available.

H. If the City Manager extends any exemption granted herein, public notice of such extension shall be posted on the City's official website.]

**Section 5.** Chapter 8.24.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

8.24.020 ~~Prohibition~~ Reusable food service products required for on-premises dining.

~~A. No retail food establishment licensed to do business or required to be licensed within the city shall sell or convey food directly to ultimate consumers within the city unless such food~~

~~is placed, wrapped, or packed in biodegradable packaging at the conclusion of a sales transaction for the purchase of such food.~~

~~B. No retail food establishment licensed to do business or required to be licensed within the city shall sell, give, or provide food containers to any persons within the city if such food container is composed of nonbiodegradable materials.~~

A. Reusable food service products including utensils are required at all on-premises dining establishments for any meal to be eaten on the premises, including attached outdoor eating areas. Plastic straws for dining on-premises shall be permitted only upon request from a customer. Condiments, such as sauces, ketchup, or mustard, provided for on-site consumption, shall not be served in disposable, individual-serving packaging.

B. Consumption is considered on-premises if it takes place at tables and/or seating provided by the food service business, either on its own or in conjunction with another food service business. This requirement does not prohibit a food service business from providing, upon a customer's request, food service products for the customer to take away leftover prepared food after dining on the premises.

C. On-premises dining establishments that do not have onsite or off-site dishwashing capacity may petition the city for a full or partial one-year waiver. Waivers may be renewed. To obtain a waiver, the food service business shall demonstrate inability to comply due to insurmountable space constraints, undue financial hardship, and/or other extraordinary circumstances. Food service products used for on-premises dining pursuant to a waiver obtained under this section shall comply with all requirements set forth elsewhere in this chapter. Granting of a waiver shall be at the sole discretion of the City Manager or their designee.

D. This section shall be effective as of January 1, 2022 [July 31, 2022].

**Section 6.** A new Section 8.24.025 of the Bainbridge Island Municipal Code is hereby added as follows:

8.24.025 Single-use food service products at customer request.

A. A food service business may provide the following single-use food service products only after a customer makes an unsolicited request for the item or items:

1. Utensils, except for knives, forks, and spoons;
2. Straws;
3. Condiment in packaging; and/or
4. Beverage cup lids.

B. A food service business may provide beverage cup lids without a customer request for:

1. Hot beverages; or
2. Beverages provided through delivery service or curbside pickup.

C. The products listed in BIMC 8.24.025.A. may not be available to customers in cylinders, bins, dispensers, containers, or other means on a self-service basis.

D. This chapter shall take effect as of January 1, 2022.

**Section 7.** Chapter 8.24.030 Bainbridge Island Municipal Code is hereby amended to read as follows:

8.24.030 ~~Exemptions~~ Single-use plastic food service products prohibited.

~~BIMC 8.24.020 shall not apply to the following items:~~

- ~~A. Any flexible transparent covering;~~
  - ~~B. Any food packaging used at hospitals, nursing homes;~~
  - ~~C. Any paper or other cellulose-based packaging that is coated with polyethylene plastic on only one side, or wax coated;~~
  - ~~D. Any plastic covers, covering material, food containers, or lids that are biodegradable;~~
  - ~~E. Any glass container or glass packaging which is recyclable;~~
  - ~~F. Any plastic bags dispensed at the request of a customer at the check-out counter of a grocery store for the purpose of carrying groceries, provided that paper bags are customarily dispensed for that purpose;~~
  - ~~G. Plastic eating utensils, such as forks, knives or spoons, straws, or beverage container covers; and~~
  - ~~H. Any foods sold by a retail food establishment packaged by a wholesale distributor, manufacturer, processor, bakery or similar wholesaler whose premises is located outside the city; provided, not more than 10 percent of the total volume of food sold at the retail food establishment is packaged in nonbiodegradable packaging. (Ord. 89-03 § 3, 1989)~~
- A. Retail establishments may not sell or provide food and beverage for consumption on or off the premises in or with single-use plastic food service products, except as provided in this chapter.
  - B. Given that a straw is an adaptive utensil that may provide accommodation for an individual with a disability to eat and drink, a retail establishment where liquid foods are dispensed shall provide a flexible single-use plastic straw upon request by an individual for a plastic straw.

C. Prepackaged foods in plastic packaging may continue to be sold by food service establishments. Establishments are encouraged to use bulk dispensers for condiments and sauces.

D. Reusable package systems that employ products made of durable plastic and/or other materials that are [designed and] intended for and capable of being reused are not prohibited by this section.

E. The provisions in this section shall only take effect after the services of one or more commercial composting facilities are available to the city.

**Section 8.** A new Section 8.24.035 of the Bainbridge Island Municipal Code is hereby added as follows:

8.24.035 Certain types of single-use personal products in lodging establishments prohibited.

Beginning January 1, 2023, [July 31, 2022,] no lodging establishment licensed to do business or required to be licensed within the city shall provide single-use personal care products in small bottles for use in lodging rooms. As some single-use personal care bottles may serve as an adaptive product to provide accommodation for an individual with a disability to access personal care products, lodging establishments shall provide personal care products in small bottles to a person at no cost, upon request only to any customer that requires such an accommodation. Lodging establishments are encouraged to use refillable personal care product dispensers.

**Section 9.** Chapter 8.24.050 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

A. Prior to imposing penalties or taking other enforcement action as set forth below in subsection B, the city shall attempt to provide written notice to any establishment in violation of this chapter. The notice shall include a description of the item sold or provided by the retail establishment in violation of the requirements of this chapter, the text of the specific code provision(s) that apply, and information on how to comply with the provision(s). The notice shall be provided to the retail establishment by personal service or certified mail, return receipt requested. Such notice is not a formal enforcement action, is not subject to appeal, and is a public record.

B. Any person violating any of the provisions of this chapter shall be deemed ~~guilty of a misdemeanor to have committed a civil infraction~~ and, ~~upon conviction thereof, such a finding, shall be fined in an amount not exceeding \$500.00, or be imprisoned in the county jail for a period not exceeding six months, or be both so fined and imprisoned.~~ shall be punishable by a fine not to exceed \$250.00 per day for the first 20 days that the violation exists and \$500.00 per day for each day thereafter. Each such violation committed or permitted to continue by the violator shall constitute a separate offense and shall be punishable as such under this section.

Each day that an establishment violates any of the provisions of this chapter shall constitute a single, separate violation.

**Section 10.** A new Section 8.24.060 of the Bainbridge Island Municipal Code is hereby added as follows:

8.24.060 Education.

As necessary, the City Manager, or their designee, and pursuant to BIMC 8.24.040, shall provide, or contract for the provision of, education and outreach activities to inform retail establishments, consumers, and other interested individuals about the requirements of this chapter. Education and outreach will be designed to effectively convey the policies underlying this chapter, describe the actions necessary to gain compliance with its provisions, and minimize the need for formal enforcement action. The city will emphasize education and outreach rather than enforcement to achieve compliance with the requirements of this chapter.

**Section 11.** A new Section 8.24.070 of the Bainbridge Island Municipal Code is hereby added as follows:

8.24.070 City Purchases Prohibited.

The city shall not purchase any single-use products that do not comply with this chapter, nor shall any city-sponsored event utilize any single-use products that do not comply with this chapter.

**Section 12. 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 13. Implementation.**

A. No less than 60 days after final adoption, the city shall post, mail, or deliver a copy of the ordinance adopting this chapter to affected businesses within the city.

B. The city shall use additional outreach and education measures to publicize this chapter and to assist affected persons and businesses with implementation.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

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Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	June 4, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NO.	<b>2021-18</b>



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:55 PM) Consider Approval of SCADA Water & Sewer Telemetry Upgrades Contract Award of \$196,503.05, and a Budget Amendment in the amount of \$141,000.00 - Public Works,

**SUMMARY:** The SCADA Water & Sewer Telemetry project is for upgrades to the various telemetry monitoring sites on the Island.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to approve the contract award for SCADA Water and Sewer Telemetry Upgrades in the amount of \$196,503.05, and the associated budget amendment in the amount of \$141,000.00.

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

**FISCAL IMPACT:**

<b>Amount:</b>	\$196,903.05
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$196,903.05
<b>Included in Current Budget?</b>	No

**BACKGROUND:** Telemetry systems monitor water treatment processes, pumps, valves, and vents and measure the inflow and outflow of water and wastewater. Most importantly, the systems will warn operators if there critical elements of the City's water and sewer system that are malfunctioning, and could cause customer disruption or environmental hazards.

The SCADA Water & Sewer Telemetry Upgrades project includes demolition of old facilities and the installation of new facilities at the following sites:

- Creosote Water Tank
- Taylor Well
- Erickson pressure release valve (PRV)
- Ferncliff PRV

- Lower Lovell Lift Station, Woodward Lift Station, Ferry Terminal Lift Station
- Klickitat Lift Station, Island Terrace Lift Station
- North Town Woods Lift Station
- Lynwood Center Lift Station
- Sakai Lift Station

Bids were solicited through the MRSC Small Works Roster process and the City receive zero bids. After receiving zero bids from the solicitation (both advertised, and through attempted direct negotiation with 3 providers) staff proceeded with final negotiations with Bainbridge Island Electric, as per the City's procurement policy.

Additional work, which will be performed under a separate contract, is also planned for upgrades to wireless cellular or fiber optic connections (where available), as the City is experiencing significant reductions in reliability with the existing DSL service provided by CenturyLink/Lumen.

#### **ATTACHMENTS:**

[SCADA Contract.docx](#)

[PM Memo\\_051821.docx](#)

#### **FISCAL DETAILS:** Munis Project # 00818 & 00821 - Water & Sewer Funds

The total cost of this project - both the contract (approximately \$197,000) and the cellular/fiber upgrades (\$65,000) - is approximately \$262,000 (\$115,000 water; \$147,000 sewer).

There is currently a balance of approximately \$121,000 in the budget for support of this project (\$59,000 water; \$62,000 sewer), therefore this project requires a budget amendment of \$56,000 for water and \$85,000 for sewer.

The budget amendment will support additional costs associated with the attached contract resulting from escalating material prices, increased labor rates, and additional scope of civil site work to support the upgrades and provide traffic control operations.

The balance of the funds requested from the budget amendment will support a separate contract for planned upgrades to wireless cellular or fiber optic connections (where available), as the City is experiencing significant reductions in reliability with the existing DSL service provided by CenturyLink/Lumen.

**Fund Name(s):** Water Fund

**Coding:**

## CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the 8, day of June, 2021, by and between the City of Bainbridge Island (“City” and/or “CONTRACTING AGENCY”) and Saratoga Craftsmen Inc, d/b/a Bainbridge Island Electric (“CONTRACTOR”).

### WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the **SCADA WATER AND SEWER TELEMETRY UPGRADES PROJECT**, and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of One Hundred Ninety-Six Thousand Nine Hundred Three Dollars and 5/100 (\$196,903.05) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

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

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

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

CONTRACTOR’s Initials: \_\_\_\_\_

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

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

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

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

**SARATOGA CRAFTSMEN INC., d/b/a BAINBRIDGE ISLAND ELECTRIC**

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

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

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

**CITY OF BAINBRIDGE ISLAND:**

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

Blair King, City Manager

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

# City of Bainbridge Island PUBLIC WORKS DEPARTMENT



## MEMORANDUM

TO: File

FROM: Chris Munter CDM

DATE: May 18, 2021

RE: SCADA Water and Sewer Telemetry Upgrades Project  
No Bids/Request for Quotes/Award

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The above project was advertised for two weeks in the DJC and Bainbridge Review starting March 16, 2021. The bid opening was set for April 2, 2021. No bids were received.

Subsequently the City requested a quote from BI Electric. A quote was submitted for \$196,903.05. The City's consultant provided estimate is \$88,285.64.

It is believed the total cost came in higher than originally anticipated as the estimate was a couple years old and there has been a considerable increase in labor rates rising from \$51.26 to \$86.30 an hour. Material pricing has also increased. The scope also changed at some of the various sites. A contractor provided breakdown is below:

\$80,000.00 - Original estimate  
\$31,000.00 - Increase in labor rates  
\$45,000.00 - Added scope of work at all sites (trenching, stilling wells, etc.)  
\$18,000.00 - Add labor and material to install C1D1 boxes at two sites

The MRSC Small Works Roster was utilized to contact three additional local contractors to see if they wanted to submit a quote. None of the contractors submitted a quote within the requested timeline.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (9:05 PM) Consider Appointments to the Climate Change Advisory Committee - Council,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Climate Change Advisory Committee. A series of interviews were conducted by the Council Liaisons Deets and Hytopoulos and CCAC Co-Chair McCaughey. The selection panel recommends forwarding to the June 22, 2021 Consent Agenda the appointments as shown in the suggested motions.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to forward for approval with the June 22, 2021 Consent Agenda the reappointment to the Climate Change Advisory Committee of Michael Cox to Position 1 through June 2024.

I move to forward for approval with the June 22, 2021 Consent Agenda the reappointment to the Climate Change Advisory Committee of Lara Hansen to Position 2 through June 2024.

I move to forward for approval with the June 22, 2021 Consent Agenda the reappointment to the Climate Change Advisory Committee of Derik Broekhoff to Position 3 through June 2024.

I move to forward for approval with the June 22, 2021 Consent Agenda the appointment to the Climate Change Advisory Committee of Steve Richard to Position 4 through June 2024.

I move to forward for approval with the June 22, 2021 Consent Agenda the appointment to the Climate Change Advisory Committee of John Kydd to currently vacant Position 9 to complete an existing term expiring in June 2023.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Broekhoff - CCAC \(Redacted\).pdf](#)

[Cox - CCAC \(Redacted\).pdf](#)

[Hansen - CCAC \(Redacted\).pdf](#)

[Harmon - CCAC \(Redacted\).pdf](#)

[Kydd - CCAC \(Redacted\).pdf](#)

[Richard - CCAC \(Redacted\).pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Sunday, April 18, 2021 4:36 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

### Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

#### Step 1

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#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

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Name Derik Broekhoff

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Email

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Daytime Phone

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Address

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City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Stockholm Environment Institute
Current Position	Senior Scientist

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). Climate Change Advisory Committee

Please share your qualifications for this appointment (skills, activities, training, education) if any? I have worked for over 20 years on climate change policy and greenhouse gas accounting, including at the local level. For the past 3 years, I have served on the City of Bainbridge Island's Climate Change Advisory Committee, contributing to to the development of the City's first greenhouse gas inventory, development of its climate action plan (including community outreach and assisting with the development of transportation measures), and advising on other matters. I would be honored to continue to serve on the Committee as the City moves forward on implementation the climate action plan, updating its greenhouse gas inventory, and exploring further how to realize its near- and long-term climate action goals.

Please share your community interests (groups, committees, organizations) if any: climate change mitigation and adaptation, sustainable transportation, renewable energy

Do you have potential conflicts of interest? If so, please explain: None

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year 2021

## **DERIK BROEKHOFF**

### **PROFESSIONAL SUMMARY**

Derik Broekhoff has over 20 years of experience in energy and climate policy. His current work focuses on the effective design and implementation of environmental market mechanisms, and assessing subnational and local climate mitigation policies. Prior to joining SEI, Derik was Vice President for Policy at the Climate Action Reserve in Los Angeles, where he oversaw development of the Reserve's voluntary carbon offset program and its transition into California's regulatory cap-and-trade program. Before that, he led work for the Greenhouse Gas Protocol Initiative at the World Resources Institute, focusing on how to quantify emission reductions from renewable energy projects. He has advised numerous state, national, and multi-national policy initiatives on carbon accounting and program design, including voluntary and regulatory offset programs and programs to reduce emissions from deforestation and degradation (REDD+). Derik has a master's degree in public policy (MPP) from the University of California at Berkeley, and a bachelor's degree in international relations from Stanford University.

### **EXPERIENCE**

#### **Senior Scientist, Stockholm Environment Institute (July 2015 – Present)**

##### **Urban climate policy**

- Lead researcher on studies examining the roles of city and national governments in urban climate change mitigation
- Lead author on forthcoming analysis of the role of cities in national efforts to decarbonize the electricity sector
- Leader of modeling efforts to estimate greenhouse gas abatement potential in urban areas globally (for the Coalition for Urban Transitions) and in the United States (for the American Cities Climate Challenge)
- Lead researcher on city-scale policies for reducing consumption-based greenhouse gas emissions

##### **Carbon markets**

- Internationally recognized expert on carbon offsets
- Advisor to state and local governments on climate change policy and design of emissions trading systems
- Expert adviser to the World Bank's Partnership for Market Readiness (PMR) on carbon market design, standards, and infrastructure
- Contributor to multiple analyses on the implementation of Article 6 emissions trading mechanisms under the Paris Agreement

#### **Vice President for Policy, Climate Action Reserve (August 2008 – July 2015)**

- Led the development of Climate Action Reserve program rules and policies to ensure transparency, equity, rigor, and practicality in the operation of the largest carbon offsets program in North America.
- Worked with California state officials to ensure the successful integration of the Climate Action Reserve program with California's regulatory cap-and-trade system.

- Led the Reserve's efforts to promote climate change policy development, including sharing of expertise on carbon market design and offset standards.
  - Advised the government of Kazakhstan on the design, implementation, and operation of a domestic carbon offset program
  - Advised the World Bank's Partnership for Market Readiness program, including drafting of technical guidance documents and review of country proposals
  - Advised the World Bank's Forest Carbon Partnership Facility, including drafting of options assessments related to REDD+ risk management
  - Advised and authored policy recommendations for the California REDD+ Offset Working Group (ROW)
  - Advised federal, state, and regional (e.g., Western Climate Initiative) regulators and lawmakers on carbon offset standards and program design.
  - Provided expertise and advice to numerous policy dialogues and initiatives including:
    - The Coalition for Agricultural Greenhouse Gases (C-AGG)
    - The Verified Carbon Standard (VCS)
    - The Offset Quality Initiative (OQI)
- Managed seven-person staff responsible for developing and updating standardized, performance-based carbon offset protocols including:
  - A standardized U.S.-wide protocol for quantifying benefits of forest management and conservation activities.
  - The first regulator-approved protocol to quantify the climate benefits of destroying ozone depleting substances.
  - Protocols for quantifying GHG reductions associated with organic waste diversion; landfill methane capture and destruction; livestock methane capture and destruction; urban tree planting; and destruction of N<sub>2</sub>O emissions from nitric acid plants.
  - Standardized protocols for mitigation efforts in the agricultural sector, including improved rice cultivation, nitrogen management, and avoided grassland conversion.

#### **Senior Associate, World Resources Institute (September 2004 – July 2008)**

- Led work on WRI's *Greenhouse Gas Protocol Initiative*:
  - Co-authored the WRI/WBCSD *Greenhouse Gas Protocol for Project Accounting*, an internationally recognized accounting standard for greenhouse gas reduction projects.
  - Led a two-year multi-stakeholder effort to develop greenhouse gas accounting guidelines for renewable energy projects, and served as primary author of these guidelines.
- Managed WRI Climate Program activities related to emissions trading and carbon market policy development, focusing on carbon offsets and linkages between greenhouse gas trading systems.
- Provided input to U.S. policymakers on cap-and-trade policy and the design of carbon offset programs:
  - Testified twice before the U.S. Congress (House and Senate) on carbon offset regulation and policy.
  - Advised U.S. congressional staff on carbon offset policy design and implementation.
  - Provided technical input to the U.S. Climate Action Partnership on carbon offsets and other cap-and-trade issues.
  - Provided technical input to state policymakers designing the Regional Greenhouse Gas Initiative (RGGI).
  - Served as technical advisor to the Western Climate Initiative's Offsets Subcommittee.
  - Led initial stakeholder discussions on the design of a carbon offsets program for the Midwestern Greenhouse Gas Accord (MGGA).
- Provided input on the design and implementation of international and domestic voluntary carbon offsets programs:
  - Served on the Steering Committee that created the Verified Carbon Standard.
  - Served on the Offsets Committee for the Chicago Climate Exchange.
  - Served on the advisory committee for the development of the Center for Resource Solutions' "Green-e Climate" offset certification standard.
  - Served on the advisory board for the Climate Neutral Network.

- Authored reports and organized international workshops on linking greenhouse gas emissions trading systems.
- Presented at numerous U.S. and international conferences, workshops, and seminars related to greenhouse gas accounting, standards development, carbon offsets policy, emissions trading, and linking of trading systems.
- Published numerous articles, reports, and papers on carbon offsets policy, market design, and standard setting.

**Senior Policy Analyst, Trexler Climate + Energy Services, Inc. (November 2001 – August 2004)**

- Managed development of financial and economic analytical tools related to:
  - Forecasting international supply and demand for greenhouse gas reductions.
  - Evaluating risk and calculating costs for carbon offset projects.
  - Comparing costs for different climate change mitigation technologies.
  - Analyzing carbon offset project investment portfolios.
  - Assessing the economic and environmental impacts of small-scale cogeneration technologies.
- Prepared reports on climate change policy, CO<sub>2</sub> credit price forecasting, risk management, project evaluation, and business strategy for a wide range of private and public sector clients.
- Made presentations and represented the firm at conferences and business meetings.
- Managed team of three Research Assistants and coordinated information gathering on climate change policies, science, and economics.

**Senior Associate, MRW & Associates, Inc. (October 1999 – August 2001)**

- Developed financial models to evaluate electric generation projects, value utility assets, and analyze utility rates.
- Provided economic analysis supporting interventions in regulatory proceedings concerning utility procurement costs, disposition of utility assets, and payments to renewable energy Qualifying Facilities.
- Analyzed utility incentives under different regulatory and ratemaking mechanisms.
- Conducted historical price analyses and assisted with price forecasting and production cost modeling.
- Conducted extensive research on utility restructuring in California.

**Graduate Student Instructor, Microeconomics (September 1998 – May 1999)  
University of California, Berkeley**

- Led discussion sections for first-year graduate students on microeconomic theory and its application to policy analysis.

**Policy Intern, California Public Utilities Commission (Summer 1998)**

- Developed a set of performance indicators to inform strategic planning and track emerging trends in the energy and telecommunications industries.
- Presented recommendations for implementing an indicator tracking program to Division Directors.

**Research Associate, Trexler and Associates, Inc. (April 1994 – June 1997)**

- Conducted library, phone, and on-line research on diverse topics related to energy, forestry, land use, climate change, and climate change mitigation.
- Analyzed quantitative components of climate change mitigation projects.
- Helped write, edit, and format reports, newsletters, and other documents.

- Managed in-house information system and maintained technical and bibliographic computer databases.
- Supervised interns on research and information management projects.

## EDUCATION

M.P.P. University of California, Berkeley, 1999

A.B. International Relations and German Studies, Stanford University, 1992

## REPORTS AND PUBLICATIONS

Broekhoff, D., Gillenwater, M., Colbert-Sangree, T., and Cage, P. 2019. “Securing Climate Benefit: A Guide to Using Carbon Offsets.” Stockholm Environment Institute & Greenhouse Gas Management Institute. [Offsetguide.org/pdf-download/](http://offsetguide.org/pdf-download/)

Fuessler, J., Broekhoff, D., Kohli, A., Kreibich, N., Lehmann, S. and Spalding-Fecher, R. (2019). Trading up: ensuring that Article 6 promotes ambition in the Paris Agreement. *Carbon Mechanisms Review*, no. 3. 4–11.

La Hoz Theuer, S., Schneider, L. and Broekhoff, D. (2019). When less is more: limits to international transfers under Article 6 of the Paris Agreement. *Climate Policy*, 19(4). 401–13. DOI: 10.1080/14693062.2018.1540341

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Broekhoff, D., Erickson, P. and Piggot, G. (2019). *Estimating consumption-based greenhouse gas emissions at the city scale: a guide for local governments*. SEI report. Stockholm Environment Institute, U.S. Center, Seattle, WA. <https://www.sei.org/publications/consumption-based-greenhouse-gas-emissions-city-scale/>

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Broekhoff, D., et al., 2017. *Establishing Scaled-up Crediting Program Baselines under the Paris Agreement: Issues and Options*. Partnership for Market Readiness, Technical Note #15. World Bank, Washington, DC. <https://openknowledge.worldbank.org/handle/10986/28785>

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Broekhoff, D., A. Down, and M. Lazarus, 2017. *Using carbon tax revenues to help attain climate goals: Insights for Washington State from existing programs*. Stockholm Environment Institute, Working Paper No. 2016-03. <http://sei-us.org/publications/id/599>

Spalding-Fecher, R., D. Broekhoff, J. Füssler, 2017. *Environmental Integrity and Additionality in the New Context of the Paris Agreement Crediting Mechanisms*. Final report for Swedish Energy Agency. <http://www.energimyndigheten.se/contentassets/2600659ecfa54ec995b835a4c99d75fb/environmental-integrity---final-report-2017.01.24.pdf>

Schneider, L., D. Broekhoff, et al., 2016. *Market Mechanisms in the Paris Agreement – Differences and Commonalities with Kyoto Mechanisms*. Discussion paper published by the German Emissions Trading Authority (DEHSt) at the German Environment Agency. <http://sei-us.org/publications/id/594>

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Broekhoff, D., 2007. *Expanding Global Emissions Trading: Prospects for Standardized Offset Crediting*. International Emissions Trading Association, Geneva.

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Broekhoff, D., 2007. *Guidelines for Quantifying GHG Reductions from Grid-Connected Electricity Projects*. World Resources Institute / World Business Council for Sustainable Development, Washington, D.C., Geneva.

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Greenhalgh, S., D. Broekhoff, and F. Daviet, 2005. *The Greenhouse Gas Protocol for Project Accounting*. World Resources Institute and World Business Council for Sustainable Development, Washington, D.C. and Geneva.

Trexler, M. and D. Broekhoff, 2005. "Is Russia's Ratification Enough?" in *Carbon Finance*, February 2005.

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## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Monday, March 29, 2021 5:34 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

### Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

#### Step 1

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#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

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Name MICHAEL West COX

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Email

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Daytime Phone

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Address

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City	BAINBRIDGE IS
State	WA
Zip	98110
Current Employer	Retired
Current Position	Retired

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Planning Commission Non-motorized Transportation Climate Change Advisory Committee
Please share your qualifications for this appointment (skills, activities, training, education) if any?	Worked as EPA Region 10 Climate Change Advisory for 5 years Co-chair of the BI Climate Change Advisory Committee for 2.5 years
Please share your community interests (groups, committees, organizations) if any:	Want to help BI move forward to do its part to reduce GHG emissions and prepare our Island from the impacts of climate change.  I am co-chair of Climate Action Bainbridge I coordinate the monthly (pre-COVID) Climate and Energy Forum and Movies that Matter
Do you have potential conflicts of interest? If so, please explain:	No
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 12, 2021 5:50 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

### Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

#### Step 1

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#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

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Name Lara J Hansen

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Email

---

Daytime Phone

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Address

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City	Bainbridge Island
State	WA
Zip	98110
Current Employer	EcoAdapt
Current Position	Chief Scientist & Executive Director

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Climate Change Advisory Committee
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I have been working professionally on climate change exclusively since 2001, with relevant research focus proceeding that. My work is on both the human communities and ecosystems in the U.S. and internationally. This includes guiding communities and building local capacity to incorporate climate change adaptation practices into planning, operations and implementation. I co-authored the Bainbridge Island Climate Impact Assessment and as a member of the Climate Change Advisory Committee, have been active in the creation of the Climate Action Plan. Please see my attached CV for the full scope of my work.
Please share your community interests (groups, committees, organizations) if any:	My interests range from environmental issues (Sustainable Bainbridge, BILT) to art (BARN, BIMA, BPA) to supporting the local schools music and sports programs to local emergency preparedness (neighborhood co-lead through Bainbridge Prepares) to social justice (SPARCC). I have also presented on climate change to many local community organizations.
Do you have potential conflicts of interest? If so, please explain:	I have been hired by the city in the past to provide technical support. It is possible that I might be hired in the future.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2021

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## EDUCATION

- Ph.D., Ecology, University of California, Davis December 1998  
 Fields of Oral Examination passed October 7, 1994: Principles of Ecology, Community Ecology, Ecotoxicology, Conservation Ecology, Biomarker Methodologies.  
 Dissertation: Ultraviolet radiation, amphibian decline and local population adaptation.  
 Advisor: H. Bradley Shaffer, Ph.D.
- Bachelor of Arts, Biology (marine emphasis), University of California, Santa Cruz June 1992  
 Independent Senior Thesis: Effects of Ultraviolet B (UVB) radiation on *Pseudomonas perfectomarina* in simulated surface waters of Monterey Bay. Advisor: Bess B. Ward, Ph.D.
- Oregon Institute of Marine Biology, University of Oregon, Charleston, OR Summer 1987

## RESEARCH EXPERIENCE

- Chief Scientist, Executive Director and Co-Founder, EcoAdapt 2008- present
- Develop climate change strategies, plans and actions with governments, non-governmental organizations and private entities in need of support
  - Train practitioners, planners and managers in the science and philosophy of climate change adaptation
  - Facilitate the creation of a climate change adaptation field and scientific community
  - Co-creation of the Climate Adaptation Knowledge Exchange (CAKEx.org) and National Adaptation Forum.
- Principal, Lara Hansen and Associates 2008-2009
- Provide technical support on climate change adaptation
  - Develop an adaptation framework for the Pacific Rim and Basin, including identifying key players and case studies (Ocean Conservancy and Resource Legacy Fund)
  - Conduct a Climate Camp for MacArthur Foundation Climate Change Grantees in conjunction with the World Conservation Congress, and synthesis a report regarding lessons learned and next steps on adaptation projects for these grantees (WWF-Canada and MacArthur Foundation)
  - Support the State of California Resources Agency Ocean Protection Council in the development of their climate change adaptation strategy on ocean and coastal resources (State of California)
  - Create the Climate Change Adaptation background and recommendations white paper for the Presidential Climate Action Plan (University of Colorado, Denver)
  - Provide technical support on climate change adaptation planning to various foundations (Kendall, Wilburforce, MacArthur & Duke Foundations) and NGOs (Island Press, Defenders, Sierra Club)
  - Provide a climate change informed-scientific basis and adaptation capacity building for Sierra Club and American Rivers conservation planning in the Pacific Northwest (Switzer Foundation)
- Chief Scientist and Director, Climate Change Impacts and Adaptation Program, World Wildlife Fund 2001- 2008
- Director of World Wildlife Fund's Climate Change Impacts and Adaptations Program
  - Expert on climate change issues, developing and advising on case study and research goals for WWF
  - Lead Scientist on research relating to coral reefs (especially bleaching and resource management)
  - Design and implementation of studies to assess vulnerability of biological systems to climate change
  - Design and implementation of studies to assess feasibility and success of climate change adaptation strategies
  - Prepare documents to communicate climate change science to scientists, policymakers and the public

Lara Hansen, Ph.D.

- Post-doctoral Research Ecologist, Gulf Ecology Division, USEPA 1998- 2001
- Photobiology research on coral bleaching, protective pigment induction by population, region and taxa
  - CISNet: Coral bleaching, UV effects and multiple stressors in the Florida Keys project with UCDavis
  - Prepare summaries for briefing international organizations on issues relating to conservation and photobiology
- Doctoral Research, University of California, Davis 1992-1998
- Laboratory experiments to selectively explore the role of factors implicated in amphibian decline, including the biological effects of UVB radiation using biomarkers
  - Local population adaptation to environmental stresses.
  - Project Manager: Managed five undergraduate assistants in field and laboratory experiments, secured funding from outside sources for payroll, trained assistants in areas including anuran natural history, animal collection and care, collection of water quality data, preservation and processing of tissue samples, and ELISA techniques
- Research Scientist, Kasitsna Bay Laboratory, Seldovia, AK April 1995
- Invited member of the Lawrence Berkeley Laboratory/ Oak Ridge National Laboratory Biological Effects of UVB study team
  - Comparison of accuracy and precision of various methods of measuring UVB exposure
  - Design and implement research examining the biological impact on UVB on marine invertebrate larvae
- Aquatic Toxicologist, S.R. Hansen and Associates, Concord, CA 1986-1992
- Toxicity of marine and estuarine water and sediment samples
  - Remediation methods for industrial and municipal effluent treatment
  - Bioaccumulation studies of aquatic toxicants from multiple sources
  - Algal, invertebrate and vertebrate organism culture
- Undergraduate Research, University of California, Santa Cruz 1991-1992
- Ambient UVB exposure experiments with a marine bacterium at depth in a temperate water column, and analyzed growth effects of varying depth and light regimes
  - Quantified UVB dose with chemical actinometers and digital radiometers
- Policy Intern, Office of Environmental Affairs, State of California, Sacramento, CA Summer 1990
- State agency survey for implementation of the California Ocean Resource Management Act (CORMA)
  - Co-facilitated and organized forums for the discussion of CORMA implementation

## TEACHING EXPERIENCE

- Climate Camp/Awareness to Action Workshops, Various locations 2006- present
- Visiting Scholar/Lecturer, Scripps Institute of Oceanography, Univ. of California, San Diego 2005- present
- Lecturer in Conservation Biology
- Lecturer, Johns Hopkins University, Baltimore, MD 2001- 2009
- Lecturer in Conservation Biology
- Adjunct Professor, Pensacola State College (Pensacola Junior College), Pensacola, FL Spring 2001
- Instructor for Biological Principles (Lecture and Laboratory)
- Graduate Teaching Experience, Graduate Group in Ecology, University of California, Davis 1995-1997
- Independent Teaching, Marine and estuarine toxicology, and Amphibian decline
  - Course Reader, Conservation and Biology of Fish
  - Teaching Assistant, Introduction to Ecology

Lara Hansen, Ph.D.

## SPECIAL TRAINING

NSF Antarctic Biology Course (photobiology and adaptation of Antarctic organisms) 1998-1999

## GRANTS, AGREEMENTS AND FELLOWSHIPS

US Geological Survey “Climate Change Adaptation Checklist for Resource Management” 2020-2023  
Packard Foundation “Marine Climate Change Adaptation Efficacy Testing & Grantmaking Criteria” 2018-2021  
National Science Foundation “Collaborative Research: What Drives Learning and Action in Place-Based Adaptation Workshops?” 2018-2023  
Spitzer Foundation “Assessing the State of Climate Adaptation in Marine and Coastal U.S.” 2018-2021  
Bullitt Foundation “Climate Adaptation Implementation Tools (CAIT) Project” 2017-2018  
Commission for Environmental Cooperation “Strengthening Adaptive Capacity for MPAs” 2017-2018  
National Geographic “Sustained Access to Climate-Informed Resources in a Shifting Political Climate” 2017-2018  
Bainbridge Community Foundation “Climate Savvy Comprehensive Plan Implementation” 2017-2018  
Wilburforce Foundation “Adaptation Basics, Communication and Networking” 2017-2018  
Kresge Foundation “General Adaptation Support” 2017-2021  
National Marine Sanctuary Foundation “Planning for a Resilient National Marine Sanctuary of American Samoa” 2016-2017  
Commission for Environmental Cooperation “Rapid vulnerability assessments for MPAs” 2016-2017  
Wilburforce Foundation “Adaptation Innovation” 2016-2017  
MacArthur Foundation “The 3<sup>rd</sup> National Adaptation Forum” 2015-2018  
Bullitt Foundation “Creating a model climate-savvy community comprehensive plan to support a climate-savvy Regional Open Space Strategy” 2015-2016  
USFWS CFDA Program “Hawaiian Islands Comprehensive Climate Assessment” 2015-2017  
Bainbridge Community Foundation “BI Climate Impact Assessment Plan” 2015-2016  
Kresge Foundation “Adaptation Innovation for the Community of Practice” 2015-2016  
California LCC “Gulf of the Farallones NMS Vulnerability Assessment” 2014-2016  
MacArthur Foundation “The 2<sup>nd</sup> National Adaptation Forum” 2014-2015  
Wilburforce Foundation “Surfing the Crest of the Adaptation Wave” 2013-2015  
NOAA COCA Fisheries Management and Climate Change 2013-2015  
NW Climate Science Center Region 1 Forest Service Climate Change Planning 2013-2015  
Mott Foundation “The State of Adaptation in the Southeastern United States” 2013-2015  
California LCC “From A2A: Vulnerability Assessment & Adaptation Strategies for Focal Resources of the Sierra Nevada” 2012-2017  
North Pacific LCC “Data Management Platform Focus Groups and Usability Testing” 2012-2013  
Mott Foundation “The State of Adaptation in the Great Lakes” 2011-2012  
Kresge Foundation “Innovate and Foster Climate Change Adaptation” 2010-2012  
Harder Foundation “Building Climate Change into Washington’s Marine Spatial Planning Process” 2010-2011  
Wilburforce Foundation “Advancing Climate Change Adaptation in Western North America” 2010-2011  
Wilburforce Foundation “Building Adaptation into Western North American Conservation” 2009-2010  
Kresge Foundation “Building the Community of Climate Adaptation for Ecosystems & Human Well Being: Climate Adaptation Knowledge Exchange” 2009-2010  
Moore Foundation “The State of Marine Adaptation to Climate Change in North America: A Synthesis of Emerging Ideas” 2008-2010  
Switzer Foundation Leadership Grant 2008-2009  
MacArthur Foundation, World Conservation Congress Workshop for MacArthur Fundees 2008  
MacArthur Foundation “Integrating Climate Change into Coastal and Marine Conservation in Madagascar: A Vulnerability Assessment” 2007-2009  
Batchelor Foundation “Climate Change LEADS: Linking Environmental Analysis to Decision Support- Stakeholder Outreach” 2007-2009

Lara Hansen, Ph.D.

Allianz Foundation for North America “Youth and Climate Change Initiative: Assessing the Vulnerabilities of the Southeastern US and Empowering a Generation of Climate Witnesses” 2007-2009  
Hewlett-Packard “Assessing Climate Change Vulnerability in the Bering Sea” 2007-2008  
NOAA Grant “Climate Change LEADS: Linking Environmental Analysis to Decision Support 2006-2008  
Bringing science and stakeholders together to inform decision making and improve long-range planning to better sustain the Florida Keys coastal environment and the communities that depend on it”  
UNEP/GEF MSP “Developing Generalizable Method for Adaptive Management and Protection from Climate Change in Mangrove and Coral Reef Ecosystems” 2006-2009  
UK DFID “Constructing a Climate Change Adaptation Strategy for the Mesoamerican Reef” 2006-2009  
UNEP/GEF PDF-A “Developing Generalizable Method for Adaptive Management and Protection from Climate Change in Mangrove and Coral Reef Ecosystems” 2003-2004  
NOAA Grant “Enhancing Management Effectiveness of Marine Protected Areas and Coral Reef Species Conservation Through Assessment of MAA Content in Populations and Species” 2002-2004  
Coral Reef Advisory Group- Coral resistance to climate change- Ofu Island, American Samoa 2002-2003  
USEPA Cooperative Agreement on coral reef/climate change adaptation in American Samoa 2002-2004  
Graduate Fellowships and Grants 1992-1998  
UC Statewide Toxic Substances Research and Teaching Program Graduate Fellowship, Center for Population Biology Graduate Research Traineeship, Center for Population Biology Research Grant, USEPA Center for Ecological Health Research, Research Award, UC Davis Research and Humanities Award, Switzer Environmental Fellow, Jastro-Shields Research Award, University of California Graduate, Declining Amphibian Population Task Force SEED Grant, UC Toxic Substances Research and Teaching Program, Ecotoxicology Program, UC Davis

## AWARDS AND HONORS

Wilburforce Foundation Conservation Leadership Award 2015  
Women’s Environmental Leadership Award, Unity College 2014  
Cool Capitol Challenge, Cool Award 2007  
IUCN Woman Fighting Climate Change 2007  
EPA Scientific and Technological Achievement Award, Level III 2004  
EPA Scientific and Technological Achievement Award, Level III 2003  
EPA Bronze Medal 2002  
Two EPA Superior Accomplishment Awards 2000  
EPA “On-the-Spot” Award 1999  
EPA Special Act Award 1999  
American Association for Photobiology Associate Member Travel Grant Award 1998  
Graduate Student Association Student Travel Award 1998  
Herpetologist League, Graduate Student Paper, Finalist 1997  
Switzer Environmental Fellow 1995-1996  
Association of Women in Science Citation of Merit 1995

## PUBLICATIONS

Wick, W.D., B. Maco, **L. Hansen**, P. Bardos, E. Mielbrecht and T. Yasutaka. 2018. Climate Change and Resilience within Contaminated Lands Rehabilitation. *Natural Resources and Environment* 33(2):16-21.

Beier, P., **L.J. Hansen**, L. Helbrecht and D. Behar. 2016. A how-to guide for co-production of actionable science. *Conservation Letters* 10(3):288-296.

Mcleod, E., B. Szuster, J. Hinkel, E.L. Tompkins, N. Marshall, T. Downing, S. Wongbusarakum, A. Patwardhan, M. Hamza, C. Anderson, S. Bharwani, **L. Hansen** and P. Rubinoff. 2015. Conservation Organizations Need to Consider Adaptive Capacity: Why Local Input Matters. *Conservation Letters*

Lara Hansen, Ph.D.

9(5):351-360.

Gregg, R.M., J.M. Kershner and **L.J. Hansen**. 2015. Strategies for Climate Change Adaptation: A Synthesis. Reference Module in Earth Systems and Environmental Sciences. February 2015.

McLeod, E., B. Szuster, E.L. Tompkins, N. Marshall, T. Downing, S. Wongbusarakum, A. Patwardhan, M. Hamza, C. Anderson, S. Bharwani, **L. Hansen** and P. Rubinoff. 2015. Using expert knowledge to develop a vulnerability and adaptation framework and methodology for application in tropical island communities. *Coastal Management* 43(3):365-382

Howard, J., E. Babij, R. Griffis, B. Helmuth, A. Himes-Cornell, P. Niemier, M. Orbach, L. Petes, S. Allen, G. Auad, R. Beard, M. Boatman, N. Bond, T. Boyer, D. Brown, P. Clay, K. Crane, S. Cross, M. Dalton, J. Diamond, R. Diaz, Q. Dortch, E. Duffy, D. Fauquier, W. Fisher, M. Graham, B. Halpern, **L. Hansen**, B. Hayum, S. Herrick, A. Hollowed, D. Hutchins, E. Jewett, D. Jin, N. Knowlton, D. Kotowicz, T. Kristiansen, P. Little, C. Lope, P. Loring, R. Lumpkin, A. Mace, K. Mengerink, J.R. Morrison, J. Murray, K. Norman, J. O'donnell, J. Overland, R. Parsons, N. Pettigrew, L. Pfeiffer, E. Pidgeon, M. Plummer, J. Polovina, J. Quintrell, T. Rowles, J. Runge, M. Rust, E. Sanford, U. Send, M. Singer, C. Speir, D. Stanitski, C. Thornber, C. Wilson and Y. Xue. 2013. Oceans and Marine Resources in a Changing Climate. *Oceanography and Marine Biology: An Annual Review* 51:71-192.

Stein, B.A., A. Staudt, M.S. Cross, N.S. Dubois, C. Enquist, R. Griffis, **L.J. Hansen**, J.J. Hellmann, J.J. Lawler, E.J. Nelson, and A. Pairis. 2013. Preparing for and Managing Change: Climate Adaptation for Biodiversity and Ecosystems. *Frontiers in Ecology and the Environment* 11: 502–510.

Staudt, A., A.K. Leidner, J. Howard, K.A. Brauman, J. Dukes, **L.J. Hansen**, C. Paukert, J. Sabo, L. A. Solórzano and K. Johnson. 2013. The Added Complications of Climate Change: Understanding and Managing Biodiversity, Ecosystems, and Ecosystem Services under Multiple Stressors<sup>1</sup>. *Frontiers in Ecology and the Environment* 11:494–501.

Cross, M.S., E.S. Zavaleta, D. Bachelet, M.L. Brooks, C.A.F. Enquist, E. Fleishman, L. J. Graumlich, C.R. Groves, L. Hannah, **L. Hansen**, G. Hayward, M. Koopman, J.J. Lawler, J. Malcolm, J. Nordgren, B. Petersen, E. L. Rowland, D. Scott, S.L. Shafer, M.R. Shaw, G.M. Tabor. 2012. The Adaptation for Conservation Targets (ACT) Framework: A Tool for Incorporating Climate Change into Natural Resource Management. *Environmental Management* 50:341–351.

**Hansen, L.J.**, J.R. Hoffman, C. Drews and E.E. Mielbrecht. 2010. Adapting conservation to climate change. *Conservation Biology*. 24:63-68.

Lawler, J.J., T.H. Tear, C. Pyke, M.R. Shaw, P. Gonzalez, P. Kareiva, **L. Hansen**, L. Hannah, K. Klausmeyer, A. Aldous, C. Bienz, and S. Pearsall. 2010. Resource management in a changing and uncertain climate. *Frontiers in Ecology and the Environment*. 8(1):35-43.

Pittock, J., **L.J. Hansen** and R. Abell. 2008. Running dry: freshwater biodiversity, protected areas and climate change. *Biodiversity*. 9(3-4):30-38.

Ficke, A.D., C.A. Myrick and **L.J. Hansen**. 2007. Effects of global climate change freshwater fish and fisheries. *Reviews in Fish Biology and Fisheries*. 17:581-612.

**Hansen, L.J.** and C.R. Pyke. 2007. Climate Change and Federal Environmental Law. Sustainable

Development Law & Policy Journal 7(2):26-29.

Kassem, K.R., M.A. Toscano, K. Casey, K.G. Llewellyn, **L.J. Hansen** and T. Ricketts. Accepted. Absences of coral reef extreme thermal anomalies: Regional implications for conservation. *Marine Pollution Bulletin*

Malcolm, J.R., C. Liu, R.P. Neilson, **L. Hansen** and L. Hannah. 2006. Global warming and extinctions of endemic species from biodiversity hotspots. *Conservation Biology* 20(2):538-548.

Roessig, J.M., C.M. Woodley, J.J. Cech, Jr. and **L.J. Hansen**. 2004. Effects of global climate change on marine and estuarine fish and fisheries. *Reviews in Fish Biology and Fisheries* 14(2):251-275.

**Hansen, L.J.**, S.F. Hedtke and W.R. Munns. 2003. Integrated human and ecological risk assessment: A case study of ultraviolet radiation effects on amphibians, coral, humans and oceanic primary productivity. *Human and Ecological Risk Assessment*. 9(1):359-377.

Hoffman, J.R., **L.J. Hansen**, and T. Klinger. 2003. Interactions between ultraviolet radiation and temperature limit inferences from single-factor experiments. *Journal of Phycology*. 39(2): 268-272.

**Hansen, L.J.**, A. Whitehead and S.L. Anderson. 2002. Solar UV radiation enhances the toxicity of arsenic in *Ceriodaphnia dubia*. *Ecotoxicology*. 11:279-287.

Laurance, W.F., G. Powell and **L. Hansen**. 2002. A precarious future for Amazonia. *Trends in Ecology and Evolution* 17(6): 251-2.

Anderson, S.A., R. Zepp, J. Machula, D. Santavy, **L. Hansen** and E. Mueller. 2001. Indicators of UV exposure in corals and their relevance to global climate change and coral bleaching. *Human and Ecological Risk Assessment*. 7(5):1271-1282

**Hansen L.J.**, Fabacher D.L., and Calfee R. 2001. The Role of the Egg Jelly Coat in Protecting *Hyla regilla* and *Bufo canorus* Embryos from Ultraviolet B Radiation during Development. *ESPR - Environmental Science & Pollution Research-OnlineFirst* [DOI: <http://dx.doi.org/10.1065/espr2001.10.097>] [printed in 2002, 9(6):412-416]

**Hansen, L.J.** and M.B. Johnson. 1999. Conservation and toxicology: Integrating the disciplines. *Conservation Biology* 13(5):1225-1227. (Also published as Hansen, L.J. and M.B. Johnson. 1999. Conservation and toxicology: The need to integrate the disciplines. *Environmental Toxicology and Chemistry* 18(10):2121-2122).

Datta, S, **L. Hansen**, L. McConnell, J. Baker, J. LeNoir and J. Seiber. 1998. Pesticides and PCB contaminants in fish and frogs from the Kaweah River Basin, California. *Bulletin of Environmental Contamination and Toxicology*. 60:829-836.

**Hansen, L.J.** 1996. Amphibian decline and environmental alterations. *Froglog* November 1996 (19):3.

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**Hansen, L. J.**, S. F. Hedtke, and W. Munns. 2000. Integrated human and ecological risk assessment. Case study information package 3: Ultraviolet radiation effects on amphibians, coral, humans, and oceanic primary productivity. For the International Programme on Chemical Safety by National Health and Environmental Effects Research Laboratory, Office of Research and Development, U.S. Environmental Protection Agency

#### **PUBLICATIONS-In Preparation**

**Hansen, L.J.**, L.M. Oliver, S. Jackson and S.L. Anderson. Multiple taxa comparison of UV exposure responses in hermatypic corals. Coral Reefs.

Anderson, S., S. Jackson, J. Machula, **L. Hansen**, L. Oliver, R. Zepp, H. Brown and G. Cherr. Ultraviolet-B radiation effects on DNA in the coral *Porites porites*.

**Hansen, L.J.** and E.E. Little. Submitted. Local population adaptation and Ultraviolet B radiation in *Hyla regilla*. Biological Conservation.

**Hansen, L.J.** and W. Sadinski. UVB tolerance in *Bufo canorus* embryos and tadpoles.

#### **CONGRESSIONAL TESTIMONY**

Climate Change and Public Lands: Examining Impacts and Considering Adaptation Opportunities. February 13, 2019. House Committee on Natural Resources, Subcommittee on National Parks, Forests and Public Lands.

Lara Hansen, Ph.D.

Effects of Climate Change and Ocean Acidification on Living Marine Organism. May 10, 2007. Senate Committee on Commerce, Science and Transportation, Subcommittee on Oceans, Atmosphere, Fisheries and Coast Guard.

The Impacts of Climate Change. 2004. Senate Committee on Commerce, Science, and Transportation.

### **INVITED SEMINARS (excluding teaching)**

Climate Adaptation through Local Comprehensive Planning. Sierra Club Resilience Team. December 7, 2020. Online

Get Savvy with Adaptation Action. Day of the Climate Professional. November 24, 2020. Online.

Making Sure Climate Change Doesn't Surprise Us: Making Climate Change Part of Local Planning & Management. Updating Washington's Growth Policy Framework. October 6, 2020. Online.

How will we know if adaptation is working? *In* Defining and Measuring Climate Adaptation "Success" in the Conservation Sector. North American Congress for Conservation Biology. July 29, 2020. Online

Climate Adaptation through Local Comprehensive Planning. Interagency Climate Adaptation Network. April 10, 2018. Olympia, WA, USA.

Bainbridge Waters: Future Through the Climate Lens. Wells to Whales: Protecting our Waters. 16<sup>th</sup> Bainbridge Environmental Conference. Bainbridge Island, WA, USA.

Adaptation: Making it happen in your own work. Montana Water Summit. March 7, 2018. Helena, MT, USA.

Climate Change Adaptation: The most fascinating sphere of climate change work (especially if you thought you could just change a lightbulb). Open Mic Science. February 6, 2018. Bainbridge Island, WA, USA.

Bainbridge Climate Impact Assessment. Climate and Energy Forum. October 21, 2017. Bainbridge Island, WA, USA.

Three-Step Decision Support Framework for Climate Adaptation. Northwest Climate Conference. October 10, 2017. Tacoma, WA, USA.

Adaptation and Infrastructure: Fisheries and Aquaculture in a Changing Climate. SeaWeb Seafood Summit. June 5, 2017. Seattle, WA, USA.

Belief and Action in Climate Change Adaptation. 3<sup>rd</sup> National Adaptation Forum. May 9, 2017. Saint Paul, MN, USA.

Bainbridge Island Climate Impact Assessment. Regional Planner's Forum. January 19, 2017. Port Angeles, WA, USA.

Adaptation: Imagining our Future with Climate Change. Climate Change Symposium. Seattle Town Hall. October 18, 2017. Seattle, WA, USA.

Climate change adaptation for Marine World Heritage Sites. 3<sup>rd</sup> World Heritage Marine Managers Conference. August 29, 2016. Galapagos Islands, Ecuador.

Lara Hansen, Ph.D.

The Four Rs (Resistance, Resilience, Response and Realignment): The What and How, with examples from the field. Society for Conservation Biology. July 18, 2016. Madison, WI, USA.

What to about water: Case studies across North America. Climate Conversations. April 28, 2016. Seattle, WA, USA.

Implications of Climate Change in Contaminated Site Remediation. Sustainable Remediation Forum. March 2, 2016. Pasadena, CA, USA.

Going with the flow: Sea Level Rise, Vulnerability, Adaptation and ACTION. Rising Seas Summit. November 5, 2015. Boston, MA, USA.

Climate Adaptation Knowledge Exchange and CRAVe, in the Innovative Tools and Planning Methodologies Showcase. Rising Seas Summit. November 5, 2015. Boston, MA, USA.

Going with Flow: Climate Change Response on the Mississippi. Mississippi River Cities and Towns Initiative. September 17, 2015. Dubuque, IA, USA.

Aquatic Adaptation Methods and Trends. Metcalf Institute Symposium at the National Adaptation Forum. May 12, 2015. St. Louis, MO, USA.

Climate Savvy: Adapting Conservation and Resource Management to a Changing Climate. USEPA Seminar Series. March 26, 2015. Seattle, WA, USA.

Wicked Tradeoffs - Unavoidable Tradeoffs Between Food, Water, Energy, and Biodiversity Panel. University of California, Santa Cruz Climate and Policy Conference. March 14, 2015. Santa Cruz, CA, USA.

The Challenge and Opportunity of Comprehensive Climate Resilience. Kresge Urban Resilience Convening. January 27, 2015. Berkeley, CA, USA.

What happens once you know the impacts of climate change? National Ecological Observing Network, November 19, 2014. Boulder, CO, USA.

Climbing the Ladder of Adaptation Engagement - a framework for overcoming adaptation inertia. World Parks Congress. November 14, 2014. Sydney, Australia.

Developing climate-savvy conservation campaigns: Models for conservation organizations of all sizes. Society for Conservation Biology. July 16, 2014. Missoula, MT, USA.

Climate Change: What's happening, What to do? Citizens Action Training School, Mid Sound Fisheries Enhancement Group, Puget Sound Partnership. March 26, 2014. Seattle, WA, USA.

Are you Climate Savvy? 2014 Women's Environmental Leadership Award Recipient Lecture. Unity College. April 22, 2014. Unity, ME, USA.

*I've got one word, "Adaptation."* Fish Bowl Talk. April 22, 2014. Unity College. Unity, ME, USA.

Thinking *Scenarically* in Your Day Job, Crown Managers Partnership Forum. March 18, 2014. Missoula, MT, USA.

Lara Hansen, Ph.D.

Climate Change Adaptation in US National Forests (& other Federal interests). Consultative Group on Biodiversity Webinar. February 25, 2014. Webinar.

The Climate Clock, Pathways to Resilience Meeting. February 12, 2014. Pescadero, CA, USA.

The State of Adaptation in the United States. United States Climate Action Network Annual Conference. May 8, 2013. Atlanta, GA USA.

Adaptation Helpline (with Patrick McCarthy, Healy Hamilton and Amber Pairis). Switzer Fellow Webinar Series. December 11, 2013. Webinar.

Robust Decision Making. Carpe Diem West Academy webinar. November 14, 2012. Webinar.

Adaptation Basics for Communities: Natural, Built and Wherever the Twain Shall Meet. University of Washington, Program on the Environment. October 2012. Seattle, WA USA.

The Use and Misuse of Adaptation: Linking Community and Natural Resources Strategies. North American Congress for Conservation Biology. July 17, 2012. Oakland, CA USA.

Why climate change should be part of monitoring. North American Congress for Conservation Biology. July 16, 2012. Oakland, CA USA.

Making your work climate savvy. Sierra Club Webinar. February 14, 2012. Webinar.

Addressing Climate Change in the Great Lakes and Beyond. National Parks Service Climate Change in America's National Parks webinar series: Climate Science and Changing Cultures in the Great Lakes, March 8, 2012. Webinar.

You are about to enter the most fascinating sphere of environmental and planning work: The world of climate adaptation. The Challenge of Climate Adaptation. University of Pennsylvania. March 22, 2012. Webinar.

Practical Climate Change: How Climate Change is Already Becoming Part of Good Management, NOAA Headquarters, November 19, 2011, Silver Spring, MD, USA.

Are you Climate Savvy?: Getting conservation and resource management on track for climate change. Natural Areas Conference Plenary, November 1, 2011. Tallahassee, FL, USA.

Climate Change And Decision Making for Communities, Grantmakers of Oregon and Southern Washington, October 20, 2011, Portland, OR, USA.

Resources for the Landscape Conservation Cooperatives in the Face of Rapid Climate Change. Landscape Conservation Cooperative webinar, May 23, 2011. Webinar.

Climate Change and Adaptation Planning for Fish, Wildlife and Plants. National Fish, Wildlife and Plant Adaptation Strategy Technical Team Meeting, March 29, 2011. Alexandria, VA USA.

Climate Change Adaptation and the Climate Adaptation Knowledge Exchange. National Conservation Training Center Climate Change Webinar Series, March 23, 2011. Webinar.

Lara Hansen, Ph.D.

Climate change resilience. North Cascades Resilient Habitat Convening. September 2010. Methow Valley, WA USA.

Management in a Changing Climate: Rethinking the Dominant Paradigm. National Wildlife Refuge Town Hall Meeting, October 28, 2009. Okefenokee National Wildlife Refuge, Folkston, GA USA.

Making Funding Climate Smart. Environmental Grantmakers Association. September 30, 2009. Anchorage, AK USA.

Adapting Conservation to Climate Change: Case Study in the Pacific Northwest. Switzer New England Fall Fellows' Retreat. September 12, 2009. Essex, MA USA.

Adaptation Planning for Alaska: Arctic and Tongass. Climate Change Scenarios for Alaska. Wilburforce Foundation, Scenario Network for Alaska Planning and Alaska Center for Climate Assessment and Policy. University of Alaska. July 28 & 29, 2009. Anchorage and Juneau, AK USA.

Climate Change 101: The Facts for Reefs. Florida Keys Climate Change LEADS Program. April 21, 2009. Key West, FL USA.

Conserving Our Natural World in the Face of Climate Change: Flowing Through a Changing Climate. American Rivers April 23, 2009. Seattle, WA USA.

What Can Be Done in a Park to Adapt to Climate Change? George Wright Society Meeting. March 3, 2009. Portland, OR USA.

A Region at Risk: What to do about it. Meltdown: The Impact of Climate Change on the Tibetan Plateau. Asia Society and Council on Foreign Affairs. January 16, 2009. New York City, NY USA.

What Can Be Done in a Park? Developing your own climate change adaptation actions. December 10, 2008 A webinar for BC Parks, Victoria, BC Canada.

21st Century Conservation- What Now? Plenary Panel participant. 9<sup>th</sup> National Conference on Science, Policy and the Environment. December 8, 2008. Washington, DC USA.

Taking on the challenges of climate change (Changing the climate, changing the paradigm). An Outstanding Woman in Science Lecture. Indiana University. November 11, 2008. Bloomington, IN USA

What Can Be Done in a Park? Developing climate change adaptation actions for coastal and landlocked regions. October 9, 2008 A Webinar for the National Park Service.

Developing the practice, science and field of adaptation for wetlands and beyond: Getting a there there. Wetland Society Annual Meeting. July 17, 2008. Portland, OR USA.

Got Indignation? Use it! A seminar for the Allianz Southeast Climate Witness Program. June 7, 2008. Washington DC USA.

Global Climate Change Impacts on Reefs (USCRTF Panel) and Marine Adaptation and Mitigation (EPA Panel). Capitol Hill Oceans Week, June 3-5, 2008, Washington DC USA.

Water, water won't be where we want it: Climate Change and Water Resources. American Rivers River Action Day, June 2008. Washington DC USA.

A New Ecological Paradigm: How to live, work and conserve in a changing climate. CESU Annual Meeting. June 2008, Washington DC USA.

Lara Hansen, Ph.D.

Adapting Conservation to Climate Change: Rethinking the Dominant Paradigm. 2008 Conservation Leadership Dialogue on Conservation and Climate Change: Building a Framework for Adaptive Management. Lincoln Institute of Land Policy, May 27 & 28, 2008, Washington DC USA

A Climate Change Primer for the MacArthur Foundation. May 7, 2008. Chicago, IL USA.

NOAA Coral Reef Manager's Training. April 2008. Pidgeon Key, FL USA.

Adaptive management methodology incorporating climate change. NOAA Climate Train Planning Conference, March 12, 2008 Charleston, South Carolina USA.

Climate Change: Changing how we do everything. Hewlett-Packard Earth Day Presentation, April 17, 2008. Miami, FL USA.

Hewlett-Packard Roadshow. University of South Florida. April 7, 2008. Tampa, FL USA.

Aspen Institute Environmental Forum. March 27-29, 2008, Aspen, CO USA.

Adaptive Management methodology incorporating climate change. NOAA Climate Train Planning Conference, March 12, 2008 Charleston, SC USA.

Are we prepared for climate change? Adaptation and conservation. November 16, 2007 Santiago, Chile

Adaptation conservation to climate change: Rethinking the dominant paradigm. Innovations in Wildlife Conservation: Reducing the Impact of Global Warming on America's Wildlife. September 27, 2007. Washington DC USA

Adapting conservation to climate change: Guidance and case studies. The Wildlife Society Annual Conference 2007, Tucson, AZ, USA (Hansen and Hoffman)

Adapting conservation (and beyond) to climate change. Adapting to Climate Change: Legal and Institutional Responses to a Changing Environment. March 15, 2007. Environmental Law Institute, Washington DC USA

Impacts of Climate Change on Biodiversity. Testimony for Oceans, Atmosphere, Fisheries and Coast Guard Subcommittee of the Senate Committee on Commerce, Science and Transportation, May 10, 2007. Washington, DC USA

Are we prepared for climate change? Hewlett-Packard Earth Day Seminar. April 23, 2007. Palo Alto, CA USA

Local and Global Climate Action. DC Green Week Earth Day Celebration. April 20, 2007 Washington DC, USA.

NOAA Sea Grant Extension Agent Annual Meeting, April 10, 2007, Charleston, SC USA

Adapting conservation (and beyond) to climate change. Adapting to Climate Change: Legal and Institutional Responses to a Changing Environment. March 15, 2007. Environmental Law Institute, Washington DC USA

More Than Hot Water: Climate Change and the Oceans. Living in a Warmer World: Climate Change and Hong Kong. December 12, 2006. The University of Hong Kong, Hong Kong.

Conservation in the Face of Climate Change. Defenders of Wildlife Carnivore Conference. November 13, 2006. St. Petersburg, FL USA

Discussion on Linking University, Religious and Civic Groups' Efforts. Climate Institute, September 21, 2006, Washington DC USA

Lara Hansen, Ph.D.

Addressing the Effects of Climate Change on Coral Reef Ecosystems. Society for Conservation Biology Annual Meeting, June 27, 2006.

Conservation Strategies for Responding to Climate Change. Arctic Research Consortium of the US Annual Meeting. May 20, 2005. Washington DC USA

Conservation in the Face of Climate Change. Land Grant Unit, Community College of American Samoa. June 2004. Mapusaga, Tutuila, American Samoa

Impacts of Climate Change on Biodiversity. Testimony for Senate Committee on Commerce, Science and Transportation, March 3, 2004. Washington DC USA

Selecting marine protected areas for connectivity and resilience to climate change. World Parks Congress, September 2003, Durban, South Africa.

Non-governmental organization approaches to coral conservation in response to climate change. United States Coral Reef Task Force Coral Bleaching Workshop, Hawaii, USA (co-authors R. Salm, L. Hales and P. Glick)

Climate Change and Marine Biodiversity: Impacts and Responses. February 17, 2003. American Association for the Advancement of Science Annual Meeting. Denver, CO USA

Resistance to coral bleaching: Mitigating climate change impacts through stress reduction and MPA/Network development. December 10, 2002 Responding to the Challenge of Coral Reef Conservation: Beyond the WSSD. World Bank Group launch of Status of Coral Reefs of the World: 2002. Washington, DC USA

Adaptation to Climate Change: Marine Pilot Projects. June 7, 2002. International Society of Ecosystem Health, Climate Change and Biodiversity Working Group. Washington, DC USA

Taking Action: Responding to Climate Change. June 6, 2002. Capitol Hill Oceans Week, House Oceans Caucus. Washington, DC USA

Environmental Contaminants and Global Change: What are the Biodiversity Implications? February 6, 2002, Conservation Biology, Johns Hopkins University, Baltimore, MD USA

Biodiversity and Climate Change. December 4, 2001. Evolution, University of Washington, Tacoma, WA USA

Climate Change Science and Solutions. December 3, 2001. Ecology and the Environment, University of Washington, Bothell, WA USA

The Science of Global Warming: An overview of the research and scientific consensus about global warming and climate change. November 9, 2001, PennFuture and Audubon Pennsylvania meeting, “Global Warming & Climate Change: The coming changes to Pennsylvania’s Natural Heritage and Public Health.” Camp Hill, PA USA

Resource management approaches including climate change and environmental contaminants. June 28, 2001. Environmental Resource Management Program, Pennsylvania State University, State College, PA USA

Amphibian population adaptation to ultraviolet radiation: And some stresses for which adaptation does not exist, lessons for field research. April 11, 2001. University of the Virgin Islands, Charlotte-Amalie, St. Thomas, VI.

Ultraviolet protective compounds as a response to ultraviolet radiation exposure. July 2, 2000. American Society for Photobiology (28th Annual Meeting) and 13<sup>th</sup> International Congress on Photobiology. San Francisco, CA USA

Ultraviolet radiation, amphibian decline and local population adaptation. June 3, 1999. Bodega Marine Laboratory, John and Mary Louise Riley Seminar Series, Bodega, CA USA

Looking into the light: An overview of photobiology. October 25, 1999. United States Environmental Protection Agency, Gulf Ecology Division, Gulf Breeze, FL USA

Public interest science at the dissertation level: Making it happen. 1997. Public Interest Science Conference. University of Oregon, Eugene, OR USA

## **ABSTRACTS AND PRESENTATIONS**

Hansen, J.B., **L. Hansen** and L. Helbrecht. 2020. Applying the Climate Change Checklist for Climate Savvy Natural Resource Agencies. North American Congress for Conservation Biology. Online.

Cross, M., R. Nelson, **L. Hansen** and G. Tabor. 2017. A three-step decision support framework for linking climate science to adaptation action. National Adaptation Forum. Saint Paul, MN USA.

**Hansen, L.J.**, S.J. Nordgren and E.E. Mielbrecht. 2017. Climate Change Adaptation through Local Comprehensive Planning. National Adaptation Forum. Saint Paul, MN USA.

**Hansen, L.J.**, E.E. Mielbrecht and S.Hutto. 2017. Developing a Rapid Vulnerability Assessment (RVA) Tool. National Adaptation Forum. Saint Paul, MN USA.

Kershner, J., R.M. Gregg, **L. Hansen**, W. Reynier and L. Hilberg. 2016. Decision support tools for integrating climate adaptation information into management plans, programs and projects. Natural Areas Conference. Davis, CA USA.

**Hansen, L.J.** and A. Pairis. 2013. Building climate change adaptation practice by convening the field. Lessons learned and tips traded at the National Adaptation Forum. 26<sup>th</sup> International Congress for Conservation Biology. Baltimore, MD USA.

**Hansen, L.**, J. Hitt, and A. Score. 2013. Capacity building adaptation tools: the Climate Adaptation Knowledge Exchange and the Adaptation Marketplace. Climate Adaptation 2013. National Climate Change Adaptation Research Facility, National Adaptation Conference. Sydney, Australia.

Misztal, L., G. Garfin, **L. Hansen**, P. McCarthy, K. Simms and V. Austin. 2012. Sky Island Pirate Radio: Interviews With Ecosystem Adaptation Leaders in the Arizona-Mexico Border Region. Adaptation Futures. Tucson, AZ USA.

Misztal, L., G. Garfin, and **L. Hansen**. 2012. Responding to Climate Change Impacts in the Sky Island region: From Planning to Action. Biodiversity and Management of the Madrean Archipelago III: Merging Science and Management in a Rapidly Changing World. Tucson, AZ USA.

**Hansen, L.J.** and J.L. Hitt. 2011. National Conference on Climate Change Adaptation. PNW Climate Science Conference. Seattle, WA USA.

Gregg, R., J. Hitt, and **L. Hansen**. 2011. Climate Adaptation Knowledge Exchange (CAKE): Your Online Adaptation Destination. PNW Climate Science Conference. Seattle, WA USA.

**Hansen, L.**, J. Hoffman, E. Mielbrecht, R. Gregg, A. Score, J. Hitt, and J. Kershner. 2011. Getting Climate Savvy. PNW Climate Science Conference. Seattle, WA USA.

Gregg, R., T. Comendant, K. Graves and **L. Hansen**. 2010. Climate Adaptation Knowledge Exchange: Building an Adaptation Community. TWS Annual Meeting. Snowbird, UT USA.

Score, A., E. Mielbrecht, D. Wagner, D. Harrison and **L. Hansen**. 2008. Climate Change LEADS: Linking Environmental Analysis to Decision Support in Florida. International Coral Reef Symposium. Fort Lauderdale, FL USA.

**Hansen, L.J.**, E. Mielbrecht, J. Biringer and J. Hoffman. 2006. Redesigning conservation for climate change. U.S. Climate Change Science Program Workshop: Climate Science in Support of Decision Making. Arlington, VA USA.

**Hansen, L.J.** 2005. Conservation strategies for responding to climate change. Arctic Forum 2005. Washington DC. The Arctic Research Consortium of the U.S. (ARCUS).

Mielbrecht, E, **L. Hansen**, G. DiDonato, E. DiDonato, N. Adams, R. Zepp. 2004. Assessing the impacts of local and global stressors on coral reefs in American Samoa. Society of Environmental Toxicology and Chemistry. 25th Annual Meeting. Portland, OR. USA.

**Hansen, L.J.** 2004. Rethinking Conservation to Increase Coral Reef Resilience in the Face of Climate Change. Connectivity: Science, People and Policy in the Florida Keys National Marine Sanctuary, Key West, Florida. USA

**Hansen, L.J.**, J.L. Biringer and J.R. Hoffman. 2004. Conservation Responses to Climate Change. 18th Annual Meeting of the Society for Conservation Biology, New York, New York, USA.

**Hansen, L.J.** 2003. South Pacific coral reefs: Coral reef adaptation strategy testing in the National Park of American Samoa and Fagatele Bay National Marine Sanctuary. World Parks Congress, Durban, South Africa.

Oglethorpe, J. and **L.J. Hansen**. 2003. Climate change knows no boundaries. 17th Annual Meeting of the Society for Conservation Biology, Duluth, Minnesota, USA.

**Hansen, L.J.** and S. Moser. 2002. Into the Deep: Shedding some light on the legal and ethical aspects of ocean carbon sequestration. American Society of Limnology and Oceanography/American Geophysical Union, 2002 Ocean Sciences Meeting, Honolulu, Hawaii.

Rogers, J. E., L. M. Oliver and **L.J. Hansen**. 2001 *Symbiodinium* spp. isolates from stony coral: Isolation, growth characteristics and effects of UV irradiation. Phycological Society of America, 55<sup>th</sup> Annual Meeting, Estes Park, Colorado. *Journal of Phycology* 37(3 Supplement): 42-43.

**Hansen, L.J.**, L.M. Oliver, S.L. Anderson, J. Machula. 2001. Ultraviolet protective pigments and DNA dimer induction as a response to ultraviolet radiation. American Society of Limnology and Oceanography, 2001 Aquatic Sciences Meeting, Albuquerque, New Mexico.

Anderson, S., R. Zepp, J. Machula, **L. Hansen**, G. Cherr and E. Mueller. 2000. Assessing UV irradiance in Caribbean reef coral and DNA damage in their coral and zooxanthellae. American Society of Limnology and Oceanography, 2001 Aquatic Sciences Meeting, Albuquerque, New Mexico.

Zepp, R. G., E. Davis, S. Anderson, D. Santavy, **L. Hansen** and K. Patterson. 2000. Role of DOM photoreactions in controlling UV exposure of coral assemblages in the Florida Keys. The International Chemical Congress of Pacific Basin Societies, Pacifichem 2000, Honolulu, Hawaii.

Anderson, S., R. Zepp, J. Machula, D. Santavy, **L. Hansen**, G. Cherr and E. Mueller. 2000. Indicators of UV exposure in coral: Relevance to global climate change and coral bleaching. 9<sup>th</sup> International Coral Reef Symposium, Bali, Indonesia.

Anderson, S., R. Zepp, J. Machula, D. Santavy, **L. Hansen**, G. Cherr and E. Mueller. 2000. Thymine dimers in coral tissue and factors affecting UV penetrations over coral reefs. American Society for Photobiology (28th Annual Meeting) and 13<sup>th</sup> International Congress on Photobiology. San Francisco, CA.

Vredenburg, V., **L. Hansen**, L. Chan, T. Tunstall, J. Romansic, and R. Knapp. 2000. Combining field and laboratory experiments to test the effect of ultraviolet radiation on egg hatching success in high elevation amphibians. 4<sup>th</sup> Asian Herpetological Conference. Chengdu, China.

**Hansen, L.J.**, A. Whitehead and S.L. Anderson. 1999. Ultraviolet radiation and arsenic interactions: Effects on cladocerans. American Society for Photobiology. 27th Annual Meeting. Washington DC. Photobiology and Photochemistry 69(S):92S

**Hansen, L.J.** 1998. Ultraviolet Radiation, amphibian decline and local population adaptation. Society of Environmental Toxicology and Chemistry. 19th Annual Meeting. Charlotte, NC.

**Hansen, L.J.** 1998. Native amphibian (*Hyla regilla*) population responses to lethal and sublethal UV-Radiation. American Society for Photobiology. 26th Annual Meeting, Snowbird, UT. Photobiology and Photochemistry 67(S):65S

**Hansen, L.J.** and E.E. Little. 1997. UVB radiation and amphibian decline in California: What does the future hold? Society of Environmental Toxicology and Chemistry. 18th Annual Meeting. San Francisco, CA.

**Hansen, L.J.** 1997. Measuring lethal and sublethal stress in developing *Hyla regilla* (Pacific Treefrog) tadpoles due to ultraviolet B (UVB) radiation. Joint Herpetology Meetings. Seattle, WA.

**Hansen, L.J.** 1996. Examining the role of environmental toxicants in regional amphibian decline. University of California Toxic Substances Research and Teaching Program, 9th Annual Research Symposium. Santa Cruz, CA.

**Hansen, L.J.** 1993. Indications of amphibian population stress: Looking for a biomarker. University of California Toxic Substances Research and Teaching Program, 7th Annual Research Symposium. Santa Cruz, CA.

**Hansen, L.J.** 1993. Effects of UVB on a marine bacterium. NorCal Society of Environmental Toxicology and Chemistry. 3rd Annual Meeting. Sacramento, CA.

## PROFESSIONAL AND COMMUNITY SERVICE

Bainbridge Island Climate Change Advisory Committee	2018-present
NOAA Resilience Ecosystem Advisory Committee	2017-present
DOI/CSC Advisory Committee on Climate Change & Natural Resource Science Member	2013-dissolved
Chairperson, National Adaptation Forum Steering Committee	2012-present
IUCN Commission on Ecosystem Management Member	2009-present
Sustainable Bainbridge Board Member	2014-present
IPCC contributor and reviewer	periodic since 2004
Washington Parks and People Board Member	2007-2010
Alcoa Practitioner Fellow Mentor	2005-2008
Classroom presentations/Community Outreach/Mentoring	1996-present
Ecology Graduate Student Association Newsletter Editor, Co-Chair, Professor of the Year Coordinator	1994-1998
Graduate Group in Ecology	

Lara Hansen, Ph.D.

Admissions Committee Member	1996-1997
Ecotoxicology Area of Emphasis Admissions Committee Member	1996,1998

**JOURNALS REFEREED**

Conservation Biology (Editorial Board Member/Handling Editor)	2009-present
Aquatic Toxicology	2000-2004
Ecological Applications	1996-2006
Bulletin of Environmental Contamination and Toxicology (Editorial Board Member)	1997-2008
Frontiers in Ecology and the Environment	2008
Environmental Science and Pollution Research	2002
Journal of Herpetology (Society for the Study of Amphibians and Reptiles)	1997

**OTHER REVIEWS**

National Science Foundation Reviewer	2014
IPCC Fifth Assessment Report Working Group 2 Expert Reviewer (US & IPCC)	2012-2013
IPCC Fourth Assessment Report Working Group 2 Expert Reviewer	2005-2007
AAAS Roger Revelle Fellowship Selection Committee	2002-2004
Texas Sea Grant	2003
Organization for Economic Cooperation and Development (OECD) Proposed Guideline on Phototoxicity ( <i>In Vitro</i> 3T3 NRU) Reviewer	2000
UC Toxic Substance Research and Teaching Program (Graduate Fellowship Reviewer)	1999
USEPA PrimeNet and other Research Plan Reviewer	1999, 2001, 2003
Hudson River Foundation (Grant Reviewer)	1999
Minnesota Sea Grant (Grant Reviewer)	1997

**PROFESSIONAL AFFILIATIONS**

American Society of Adaptation Professionals	Society for Conservation Biology
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**SPECIAL SKILLS**

NAUI Open Water 1/ NITROX/ USEPA Research Diver	State of Florida EMS Agency EMT-B
Sierra-Sacramento Valley EMS Agency EMT 1	Red Cross First Aid and Community CPR Instructor

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 5, 2021 12:22 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

### Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

#### Step 1

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#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

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Name Brian Harmon

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Email

---

Daytime Phone

---

Address

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City	Bainbridge Island
State	Washington
Zip	98110
Current Employer	Verdis Group
Current Position	Associate

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am an associate with Verdis Group, a sustainability consulting company that specializes in climate action planning and sustainability master planning. I am the resident GHG specialist. I have experience conducting GHG inventories, forecasting, and wedge analyses for cities and organizations to help set science-based goals in an equitable and open manner. Recent work includes the ongoing Salem OR Climate Action Plan where I conducted a consumption-based GHG inventory and forecasting of the impact of ten target source reduction on GHG emissions for a US Community protocol compliant GHG inventory.

I hold certifications with the GHG Protocol in the Corporate Value Chain and Product Life Cycle protocols.

A select sampling of current projects includes the Seattle Aquarium Sustainability Master Plan (includes a GHG inventory), First National Bank of Omaha Sustainability Master Plan (includes a GHG inventory), City of Salem Oregon (includes Consumption-based inventory, forecasting, strategy development and prioritization).

A select sampling of recently completed projects includes the City of Lincoln, NE, Climate Action Plan; a product-based GHG inventory for Crowd Cow, a Seattle-based meat subscription service, and building a GHG forecasting tool for Millwork Commons District (Omaha NE) for goal setting around future development of a mixed-use development district.

As a Project Analyst with Cascadia Consulting Group in 2017, I

worked on King County's 2015 GHG inventory and the PSCAA inventory of 4 counties including Kitsap. I also provided the City of Bellevue WA with a GPC compliant GHG inventory.

---

Please share your community interests (groups, committees, organizations) if any:

As a new resident to Bainbridge, I am not part of any relevant groups or committees.

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Do you have potential conflicts of interest? If so, please explain:

No. Verdis Group has not worked with the City of Bainbridge or Kitsap County. I did previously work with Cascadia Consulting Group in 2017.

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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Type the Year

2021

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## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 6, 2021 6:31 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

### Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

#### Step 1

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#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

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*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

---

Name John Kydd

---

Email

---

Daytime Phone

---

Address

---

City	Bainbridge Island
State	Washington
Zip	98110
Current Employer	John W. Kydd PS
Current Position	Attorney

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any?

I do not presume I am qualified for this position. I think that is your call. I do enjoy and have some small success in implementing changes. Perhaps training in Law, Social Work and research has some relevance but I think the proof of the pudding is in the doing. I find myself called to work on helping implement climate change issues. I've tried to assist positive change locally and at larger scales. Experience sometimes enhances skills, sometimes not. Perhaps the more important skills are meeting people where they are and sometimes being able to write clearly. I am a bit of student of inequity and enjoy thinking about what might be done to right the balance. Here we neglect the planets systems to our peril. I am engaged by how this very complex phenomena can be acted upon locally.

Please share your community interests (groups, committees, organizations) if any:

My community interests are simply to assist my community in whatever small ways I can. Over the years I have worked on park and trails issues, church issues (mainly Episcopal) etc. Over the past few years I've been involved with presenting on the need to address climate change and climate justice doing presentations with church groups and community groups on climate. Most recent was a 3/24 event. I interviewed about 200 people to promote the two different carbon tax initiatives and that gave me a range of understanding as to why people find it difficult to address household climate changes needed to reduce their carbon footprint. I have no easy answers. Community implementation is a problem to be worked, one group at a time. Climate change implementation requires addressing climate injustice. Much care must be brought to this realm.. A deeper engagement with past injury will be needed to effect present change. Communities of faith and non faith

communities of service have have much to lend to the effort. I hope to help find ways to bring them together to implement the CAP. I'll do so whether or not I am on the CACC.

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Do you have potential conflicts of interest? If so, please explain:

None that I know of but I am not sure what a conflict would be for this position

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

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Type the Year

2021

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## JOHN W. KYDD MSW JD

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### EDUCATION

J.D., Seattle University, 1981

M.S.W. and B.A., University of Washington, 1978

### PROFESSIONAL REGISTRATIONS

Member, Washington Bar, Federal Bar and Tulalip Bar

### PROFESSIONAL EXPERIENCE

1982-1986 Halverson and Strong

1986-1997 Strong and Kydd

1997-2003 Helsell Fetterman LLP

2003-2015 John W. Kydd P.S.

### SERVICE

*Expert Faculty*, ISPCAN (International Society for Prevention of Child Abuse and Neglect) (2001-2009)

*Plenary Presenter*, “Culture as Prevention” Pan Asian Conference on Child Welfare, Singapore, 2005

*Meeting Leader and Consultant*, W.H.O.-VIP, For Drafting Multi-Sectoral Guidelines for Prevention of Child Abuse and Neglect (2000-2004)

*Meeting Leader and Session Reporter*, U.N. Committee on the Rights of the Child Special Session on Family Violence Prevention (Geneva 2001)

*Meeting Leader and Rapporteur*, World Health Organization (W.H.O.) Working Group on Child Abuse and Neglect Prevention (1999-2003)

*Keynote Speaker*, David L. Chadwick, M.D., Endowed Lectureship “Creating a Culture of Care” San Diego ISPCAN/APSAC Convention on Responding to Child Maltreatment-2001

*CLE Trainer* on topics such as Therapist Ethics, Family Mediation, Maintenance, Parenting Plans, and Dispute Resolution for the WSBA, the Minnesota and the North Dakota Bar Associations (1986-2002)

*Co-Chair*, Program Committee of Second World Congress on Children and Youth (UNICEF, et. al) (1997).

*President*, Association of Family and Conciliation Courts (1996-97).

*Founder*, Child Violence Identification and Prevention Project (1995).

*Mediation Trainer* for Family and Dispute Resolution Center Mediators (1985-1994)

*Co-Founder*, Seattle King County Dispute Resolution Center (1985).

*Co-Founder* and first President, Washington State Mediation Consortium (1983).

President’s Award for Service to the Poor, Seattle-King County Bar Association (1985).

*Founder*, Puget Sound Law Foundation (1981).

#### **RECENT PUBLICATIONS (1991-2010)**

- Chapter Author, “Mediation,” *WSBA Family Law Deskbook*, 1989 to 2013
- Chapter Author, Family Mediation *WSBA Alternative Dispute Resolution Deskbook*, 1989 to 2015
- Preventing Child Maltreatment: An Integrated Multisectoral Approach *Health and Human Rights* 6(2) *Harvard School of Public Health* (2003)
- Working Group Report On Child Abuse and Neglect Prevention for W.H.O. (2000)
- “Violence Towards Children, Definition and Prevention,” *Encyclopedia of Violence, Peace and Conflict*, *Academic Press* (2000)
- Abandoning Our Children: Mother’s Alcohol and Drugs, *Denver University Law Review* 69(3) 1992: 359-479
- Divorce in Washington: A Humane Approach, Lowell Halverson and John Kydd, *Eagle Press* (1991)

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, April 7, 2021 9:00 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

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### Climate Change Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

#### Step 1

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##### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

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*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

#### Applicant Information

---

Name Steve Richard

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Email

---

Daytime Phone

---

Address

---

City	Bainbridge Island
State	WA
Zip	98110
Current Employer	None
Current Position	n/a

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	<p>Lafayette Environmental Task Force (2007-2014). Chair for two years.</p> <p>Lafayette Bike &amp; Pedestrian Advisory Committee (2016-2017)</p> <p>Lafayette Chamber of Commerce Green Committee (2007-2014)</p> <p>Lafayette Chamber of Commerce Board of Directors (2011-2012)</p>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	<p>I have led efforts to address climate change in my previous community of Lafayette, California and across the Bay Area. Lafayette is in the East Bay with a population of 24,000. Specific roles include:</p> <p>Founder &amp; President of Sustainable Lafayette (2007-2015) - started this grassroots non-profit and grew it over many years to have a wide variety of programs and one of the most prominent non-profits in Lafayette. Programs included: sustainability success stories, waste reduction, green schools, green transportation, community garden, annual Earth Day festival, movie nights, and more. I simultaneously started and served on the Chamber Green Committee and city's Environmental Task Force, where we worked on many initiatives, including developing a Green Business recognition program and Lafayette's first Environmental Action Plan. Centrally involved in passing a single use plastic bag ordinance and having Lafayette join Marin Clean Energy - a community choice energy provider.</p> <p>Founder &amp; Co-Chair of the Climate Reality Project Bay Area Chapter (2015-2019) - attended a Climate Reality training in 2015 and then later helped start the first chapter in the country. Grew the chapter to have a large leadership team and over 1000 members. We organized events and initiatives across the</p>

Bay Area, mostly advocating for clean energy policies. Attended further three day training events in Denver, Seattle, and LA, mentoring 60 other climate leaders. Received the Green Ring award from Vice President Al Gore in August 2018.

Professionally, I worked in Silicon Valley for 18 years as a product marketing executive at Hewlett-Packard, Netscape, Lotus, various startups. Also started my own VC-backed software company called ListenPoint. Worked with very technical project and engineering teams to launch new products. Studied Computer Engineering at Iowa State University.

One of my unique skills, that comes from my background in high-tech marketing, is communications and community engagement.

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Please share your community interests (groups, committees, organizations) if any:	My wife and I have spent our last five summers on Bainbridge and have just recently moved here permanently. So, we are not yet involved in any community groups, but are interested in cycling, open space, hiking, and look forward to supporting all the great organizations on Bainbridge.
Do you have potential conflicts of interest? If so, please explain:	Not that I'm aware of.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

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CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (9:10 PM) Consider Appointments to the Planning Commission - Council,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Planning Commission. A series of interviews were conducted by Council Liaison Carr, Councilmember Pollock, Councilmember Schneider, and Planning Commission Chair McCormick Osmond. Mayor Nassar indicated her consent with the panel's recommendation of the appointments as shown in the suggested motions.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to forward for approval with the June 22, 2021 Consent Agenda the reappointment to the Planning Commission of Ashley Mathews to Position 3 through June 2024.

I move to forward for approval with the June 22, 2021 Consent Agenda the appointment to the Design Review Board of Yesh Subramanian to Position 4 through June 2024.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Birtley - Planning Commission \(Redacted\).pdf](#)

[Mathews - Planning Commission \(Redacted\).pdf](#)

[Neal - Planning Commission \(Redacted\).pdf](#)

[Shapiro - Planning Commission \(Redacted\).pdf](#)

[Stevens - Planning Commission \(Redacted\).pdf](#)

[Subramanian - Planning Commission \(Redacted\).pdf](#)

[Weise - Planning Commission \(Redacted\).pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com  
**Sent:** Wednesday, April 21, 2021 3:56 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on April 21. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

---

**Applicant Information**

Name Ariel Birtley

Email

Daytime Phone

Address

City Bainbridge Island

State WA

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Zip	98110
Current Employer	Olympic College
Current Position	Chief Facilities Officer and Capital Projects Manager

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). PAWS

Please share your qualifications for this appointment (skills, activities, training, education) if any:

The opportunity to apply for the position of Planning Commission Volunteer for Bainbridge Island is the embodiment of my research, education, and career. I am a driven and conscientious leader who thrives on innovation and fostering civic engagement through public gatherings and offerings, the built environment, and the careful planning of natural spaces. I have a breadth of experience in fiscal management and business operations. I have over twenty years of experience in architectural design, construction management, land use planning and development, conservation of natural habitat's and public policy development. I hold a Bachelors Degree in Architecture from the University of Oregon and a Masters in Business Administration and Construction Management (Dual Masters in Engineering) from Oregon State University.

In my role as Interim Vice President of Administration for Olympic College, I have overseen and navigated through many challenges; the reorganization of critical departments, hiring of key management positions, coming into compliance with federal and local regulations, and development of policies and procedures for ongoing College operations. In my current role as Chief Facilities Officer, I oversee all emergency/weather-related closures and preparations for the campus opening. In addition, I have established and implemented college-wide policies and procedures related to operations throughout the COVID crisis. Finally, I manage capital projects, including critical infrastructure upgrades and oversight of two large projects with budgets that total \$33 Million. Working with the executive team, we analyzed and reduced the College-wide budget (\$50M) by 15 percent and my direct funding by 20 percent (\$9M). This included considerable analysis of staffing, goods and services, travel, and equipment.

Please share your community interests (groups, committees, organizations) if any:

My community interests are urban design, and restructuring our cities to align with meeting the Paris Climate Agreement. I am extremely interested in design and research around biophilic design and specifically the work by Amanda Sturgeon, as well as the work by Carlos Moreno and the concept of the 15 minute city. I have worked at the County of Marin on the Local Coastal Plan, Policies for the restoration of natural habitats, and future development policies that focused on endangered species and habitat maintenance, Ridgeline preservation, stream and watershed preservation, maintaining natural views. We also looked at development related to farm size and density for housing. This work, combined with my years of architectural experience, my background and understanding of construction and my business acumen I believe poise me perfectly to serve on the planning commission. I am extremely passionate about our island and future development as well as designing public spaces for social justice. I hope that my passion and education and experience will move you to consider me for this important position.

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Do you have potential conflicts of interest? If so, please explain:

No

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

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Type the Year

2021

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April 21, 2021

**RE:** City Planning Commission Position City of Bainbridge Island

Dear Hiring Committee:

The opportunity to apply for the position of Planning Commission for the City of Bainbridge Island is the embodiment of my research, education, and career. I am a driven and conscientious leader who thrives on innovation and fostering civic engagement through public gatherings and offerings, the built environment, and the careful planning of natural spaces. I have a breadth of experience in fiscal management and business operations. I have over twenty years of experience in architectural design, construction management, land use planning and development, conservation of natural habitat's and public policy development. In my role as Interim Vice President of Administration for Olympic College, I have overseen and navigated through many challenges; the reorganization of critical departments, hiring of key management positions, coming into compliance with federal and local regulations, and development of policies and procedures for ongoing College operations. In my current role as Chief Facilities Officer, I oversee all emergency/weather-related closures and preparations for the campus opening. In addition, I have established and implemented college-wide policies and procedures related to operations throughout the COVID crisis. Finally, I manage capital projects, including critical infrastructure upgrades and oversight of two large projects with budgets that total \$33 Million. Working with the executive team, we analyzed and reduced the College-wide budget (\$50M) by 15 percent and my direct funding by 20 percent (\$9M). This included considerable analysis of staffing, goods and services, travel, and equipment.

My related experience to this position is as follows:

- In-depth knowledge of Planning and Land Use.
- Prior Experience working with Public Works, Masters degree in Engineering (Construction Management).
- Experience overseeing Capital Projects. Range of projects from \$10M to \$235M.
- Experience overseeing Capital and Operating Budgets (between \$10M and \$50M).
- Oversight of 50 employees.
- Experience in Purchasing, Security, EHS, and Facilities/Infrastructure Management, Capital Projects, Business Operations and Management, Restructuring, and Change management.
- Experience with LEED, Sustainable Planning Practices, Green Building, Developing Policies related to Climate Change.
- Bargaining in good faith union representative and Labor and industries
  - Resolved 15 L&I Violations

My educational background relates closely to this position; I hold a bachelor's degree in Architecture and a Master's degree in Business & Engineering. These are research-heavy degrees that aim to problem-solving

and require an understanding of legal, business development, analysis, accounting, finance, and political culture. My work experience includes overseeing large construction projects up to \$235M; these projects have included managing direct reports, developing and implementing large complex budgets, coordinating with engineers, architects, contractors, state agencies, and clients. At the County of Marin, I gained experience in planning and policy development. During my tenure, I worked on the Countywide plan which won national awards for sustainability and green planning. I also worked on local design and development codes, specific community plans, the local coastal plan, historic resources identification, habitat and endangered species studies, conservation of streams, ridgelines, wetlands, and coastal lands. Finally, I have also worked in affordable housing and development and transportation planning. At Grace College, working closely with the CFO, I gained insight and experience into the requirements to fiscally run an educational and not for profit institution. During my time at Grace, I also completed program reviews for profit and loss, fiscal health analysis, forecasting, staffing reductions, and budget reduction plans. In conjunction with this, I assisted with the oversight and planning for operations, including managing facilities and campus security. I also completed numerous build-outs of academic areas and larger capital projects, including a campus master plan.

During my time at Olympic College, I have worked tirelessly by working sixty (60) to seventy (70) hour weeks (I also strongly believe in working smarter not harder, but sometime one has to do both). I have made enormous improvements to Facilities, Security and Emergency Management, EHS, and Capital Projects. I have worked to bring the College into regulatory compliance, resolve budgetary issues, address overdue maintenance items, address cleanliness standards, respond to nearly fifteen (15) violations with Labor and Industries, and resolve labor relations between managers and union members. Towards this end, I have completed almost sixty (60) critical preventative maintenance and regulatory compliance projects. I have initiated compliance and safety programs in both EHS, Facilities, and Security. I have overseen emergency operations, including oversight of COVID operations wherein our team developed policies, procedures and managed building setup for staff and students to return to campus. Further, I have balanced the annual budget, reducing it by nearly twenty-five percent (25%), evaluated the organizational structure, assessed staffing requirements based on workflow, reviewed procurement methods, and redefined staff responsibilities. Under my stewardship, these departments now have systems in place, and employee relations are restored to successfully move forward and maintain college operations.

As a manager, I seek to build bridges, cultivate employee development, and collaborate across divisions. I have a strong moral compass and lead with heart and integrity. I am a creative and elastic thinker who envisions innovation while harnessing the strategic and analytical tools to identify goals, achieve solutions, and finalize work product. I believe the City of Bainbridge Island is perfectly poised through its demographics and geographic location to make tremendous advances, act as a model for climate change policies and procedures, and provide support for related research. Bainbridge Island offers a think tank of residents who have the knowledge, connections, and financial well-being to be a leader in innovative change towards climate control. My entire career and passion for life revolves around implementing cutting-edge policies and technologies to address the climate change our earth is seeing. I am seeking a key position within a community where I can bring vision and collaboration and create the means to make a difference and impact within this realm.

For myself, the opportunity to serve on the Planning Commission allows me to fulfill these professional and personal goals. If selected, I would seek to provide innovative, affordable housing options, focus on green city design, walkability and bike-ability throughout our entire island, and provide tools and mechanisms for our unique local businesses to flourish, thereby allowing Bainbridge to be a leader as a self-sustainable community. A large portion of my career has involved problem-solving of significant processes, procedures, budgets, and development of educational institutions' built environment. I believe the most innovative

solutions are identified through collaboration with key players, visioning sessions, alignment of needs and goals, and the assessment of available resources. My colleagues and managers have told me that I have limitless energy when devoted to a project; I seek to dedicate this energy to the City of Bainbridge Island. I know that Bainbridge Island is a visionary place. I believe that I will make a tremendous impact in supporting our community members' lives as they pursue their own personal and community-wide aspirations.

I welcome the opportunity to meet and discuss how my education, work experience, and zest for life would be a good fit for the planning commission vacancy.

Sincerely,

A handwritten signature in black ink that reads "Ariel Birtley". The script is fluid and cursive, with a prominent loop on the letter 'y'.

Ariel Birtley

**From:** noreply@civicplus.com  
**Sent:** Thursday, March 25, 2021 5:49 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

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6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;

7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on April 21. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

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### **Applicant Information**

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Name Ashley Mathews

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Email

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Daytime Phone

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Address

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City Bainbridge Island

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State WA

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Zip	98110
Current Employer	Windermere Real Estate
Current Position	Broker

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Planning commission
Please share your qualifications for this appointment (skills, activities, training, education) if any:	Been serving since December as a valuable member of the commission.
Please share your community interests (groups, committees, organizations) if any:	BIMA board and DEI committee, Treehouse for Kids board and development chair, Bloedel IDEA committee, Bainbridge Island Saddle Club, NAACP lifetime member and Bremerton chapter political action committee.
Do you have potential conflicts of interest? If so, please explain:	None
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

**From:** noreply@civicplus.com  
**Sent:** Wednesday, April 21, 2021 2:38 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

### Step 1

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Applications are due by 4:00 p.m. on April 21. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

---

**Applicant Information**

Name Lisa Neal

Email

Daytime Phone

Address

City Bainbridge Island

State WA

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Zip	98110
Current Employer	Self
Current Position	Lawyer

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**Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past?	Yes
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If yes, please indicate which group(s).	Island Center Subarea Planning Process Steering Committee, Salary Commission (concluded) and Ethics Board (pending appointment).
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Please share your qualifications for this appointment (skills, activities, training, education) if any:	<p>As a lawyer, my education and experience qualify me to understand the BIMC and the Comprehensive Plan. I do not practice "land use law," but my area of practice involves extensive review/analysis/construction of statutes and contracts, as well as their application to "real life" situations. I am familiar not only with the BIMC code sections applicable to the Planning Commission's work, but I have reviewed, and regularly consult, the Planning Permit Requirements Administrative Manual.</p> <p>I was closely involved in the last Comprehensive Plan revisions, working with, among others, Charles Schmid and Olaf Ribeiro in reviewing drafts and providing comments to the Planning Commission and to Council. I alerted Councilmembers to certain elements in the draft Plan that they had also seen and flagged as inaccurate representations of the Island's desires, and these were removed. Recently, I worked with the "Fairy Dell" group to analyze the building permits in that project with regard to the current code, spoke with planners, and with Councilmembers, and advocated for changes to the current code that allowed the creation of that particular project scope (small lots). In that work, I identified gaps in the current building permit process that resulted in unclear canopy retention and lot line clearing requirements/limitations for project owners. Further, as I pay attention to discussions about changes to our land use code, I have alerted Council to errors in their assumptions during discussions regarding proposed Code revisions, such as an assumption that changes applicable to lots under a certain size would only apply in Winslow. As is now known, there are areas on the Island far outside Winslow (largely grouped around prior ferry landings) that were platted long ago, and which contain</p>
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quite small lots that developers are now buying up to aggregate for use in building large houses.

During my involvement with the Island Center Subarea Planning Process, my suggestions to the Committee regarding mandating affordable housing for any upzoned density under state law, explanations regarding the Comprehensive Plan's requirements for density in Neighborhood Centers (including the conflict with the BIMC), and similar matters have fallen on largely fertile ground. I have advocated for a change to the BIMC to bring the Neighborhood Center Code section in line with the Comprehensive Plan (attached).

I have a deep understanding of the Growth Management Act's requirements, not only regarding Comprehensive Plans, but also regarding the allocation of anticipated population growth. I have researched "the numbers," including actual current population and future assumptions and allocations and buildable lands, and have advocated to our Planning Director that the assumption I have seen in some communications from her office, that we will have to increase density on the Island to meet future population allocations, is erroneous.

In addition to close review of the Affordable Housing Task Force's report and the recent consultant report (ECONorthwest), I have also researched affordable housing measures state- and nationwide over the past several years. In that research, I found that a current Washington state law that would allow us to mandate affordable housing for any upzone in density has never been used on the Island, including in Winslow, or in the last Lynwood Center Subarea Plan. I have interviewed several past Councilmembers and learned they were not aware of the law. I found provisions regarding ADUs in jurisdictions with a similar blend of urban and rural lands that could be useful on Bainbridge Island. I have advocated that this failure not be repeated in the future, most recently in response to the City Council Affordable Housing Ad Hoc Committee's recommendation (my memo attached). I also learned a great deal regarding the failures nationwide of various strategies, and learned of strategies used elsewhere that may not be used here due to Constitutional prohibitions. I have researched the history of our current and prior strategies and learned why they failed.

In short, I am interested in the work, and I have the necessary skill set to work through what are sometimes complex legal issues. I look forward to getting the chance to help my community navigate these issues as a Planning Commissioner.

Please share your community interests (groups, committees, organizations) if any:

I am an advocate for the environment, and a proponent of enforcing the values set out in our Comprehensive Plan, including changing our code where necessary to accomplish that enforcement. I am a constant voice for transparency in government. I work on campaigns for candidates I believe share my values, and support our Council once in office with full and accurate information on the issues.

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Do you have potential conflicts of interest? If so, please explain:

No.

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

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Type the Year

2021

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## **White Paper on Affordable Housing**

### *Review of 4-20-21 Memo from City Council Affordable Housing Ad Hoc Committee*

We understand the Memo advised that the City Council “plan to make a plan,” and outlines several actions from the current Work Plan that would fit within such a plan (ADUs, TDRs, etc.). Also understood is that the full extent of any Plan is beyond the scope of the Memo.

Concern: Allowing a consultant to determine the scope of possible solutions will result in a narrow conclusion that ignores non-developer friendly solutions. Absent from the Memo, as well as the Affordable Housing Task Force report, and largely absent from the EcoNorthwest Report, is any discussion of the potential use of RCW 36.70A.540(3)(d) (discussed below). The state statute that enables COBI to make AH a mandatory condition of construction is not even mentioned as one of the possible solutions.

Concern: Using public lands for affordable housing could be allowed under restraints that many have rejected, namely limiting affordable housing to those households making less than 80% of the Island’s median income levels, rather than provided it to those who are better off. I have previously written regarding the Constitutional prohibitions that preclude giving Suzuki away to the well-off.

Concern: [Drafting a Plan] “will provide an opportunity for the community to do pro-active work ahead of likely future state mandates related to density and affordable housing.” What anticipated mandates are meant here? As is shown below, the Island has more than enough room for population mandates. Anticipating mandates that may never come will densify the Island to the detriment of those who already live here, and may never be necessary.

Concern: The NC design guideline that currently allows density bonuses for matters other than affordable housing has been brought to the attention of Council and the Joint Land Use Committee, but I have never received a confirmation that this Code section is slated for revision. This Code section is inconsistent with the Comprehensive Plan (White Paper attached). Before you increase density to the detriment of our quality of life, we request that you first pick the low hanging fruit.

## **Existing Conditions**

### Population Allocations Through 2050

Based on the 2014 Buildable Lands Report, as updated with the Office of Financial Management population estimates, we are over the capacity needed to accommodate the population allocation we will likely receive from the regional council. My calculations:

Starting with page 34 of the 2014 BLR  
(found here: [https://www.kitsapgov.com/dcd/Pages/Buildable\\_Lands\\_Report.aspx](https://www.kitsapgov.com/dcd/Pages/Buildable_Lands_Report.aspx)), our capacity was 6,814 new residents. The BLR relied on the estimated population of 2012.

Removing the estimated increase in population through 2020 from the new resident capacity in the BLR (from page 13 of the Office of Financial Management Report here: [https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/aprill/ofm\\_aprill\\_poptrends.pdf](https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/aprill/ofm_aprill_poptrends.pdf)) (1,980), the current buildable lands number of 4,834. The current estimate of population allocation through 2050 is 4,500 (source – reports from our City Council members to the regional council). As is shown, we exceed the capacity needed at present. In fact, the report confirms we likely will not need the extra density before 2050.

### Comprehensive Plan

Relevant to this discussion, our Comprehensive Plan (“Comp Plan”) provides:

#### **Policy EN 1.1**

A primary goal of the *Comprehensive Plan* is protecting the Island's natural environment; land use decisions implement this *goal*.

The Housing Element recognizes that the Growth Management Act provides that we “encourage the availability of *affordable housing* to all economic segments . . . “ RCW 36.70A.020(4).

We are, therefore, required to **encourage** “affordable housing,” but we **must** support the goal of protecting the Island's natural resources; we may not fail to protect while encouraging. In other words, protecting the environment is the priority, under the GMA, not the encouragement of AH, which is a secondary consideration. Too much growth lately has been allowed at the expense of the environment.

### Groundwater Management Plan

City Council approved hiring a hydrologist to develop a sustainable Groundwater Management Plan in 2018, and the position has recently been filled. We do not presently have a full report on the Island's supply of groundwater, including for the 50% of the Island on private wells, or a plan to maintain sustainability, including an analysis of the carrying capacity. Again, this comes back to preservation of the environment. Any talk of increasing density before we know how much water is down there is premature.

### **What is “Affordable”?**

#### Median Income

The 2018 median household income for Bainbridge Island (est.) was \$115,230:  
<https://www.census.gov/quickfacts/bainbridgeislandcitywashington>

The 2018 median household income for Kitsap County was an estimated \$71,610.

<https://www.census.gov/quickfacts/fact/table/kitsapcountywashington,US/PST045219>

Table 24 to the Housing Needs Assessment provides that the BI median income in 2010 was \$92,558, and Chart M provides income levels for various occupations. Fire Fighting and Prevention, Financial Analysis, Lawyers and Marketing Managers exceeded that number. Teachers, police and fire fighters earned under 80% of the median household income level. Keep in mind, though, these are individual incomes, such that a two-teacher household would have a household income over the median (teacher income \$57,836 x 2 = 125% of 2018 median household income).

The BI 2015 Housing Needs Assessment is found here:

<https://www.bainbridgewa.gov/DocumentCenter/View/6154/Draft-Housing-Needs-Assessment-Dec-2015>)

Incomes have risen, but it seems reasonable to assume the relative nature of the income levels has not changed. The conclusion is that households with two teachers, police officers, or fire fighters (or a combination of these) will have a household income that is well over the median household income.

### Affording a Housing Unit

Using 80% of the Kitsap median income, the income level is \$57,300 or less. According to Bankrate.com, assuming current interest rates, assuming a (low) 10k downpayment, insurance of \$1,200/yr, taxes of \$3,000/yr and putting 34% of household gross income toward housing (as provided by HRB, state code provides for 30%), a household bringing in \$57,300 can afford a \$260,000 house.

See: <https://www.bankrate.com/calculators/mortgages/new-house-calculator.aspx>

A household bringing in 80% of the median income level of Bainbridge Island (\$92,184) can afford a house costing \$465,800.

### Median Housing Unit Cost – what is available

Table 31 of the Housing Needs Assessment provides that over 82% of the existing (2013 assessed value) housing stock was valued at under \$500,000. The data set included condominiums and mobile homes.

Based on informal review (my own) of assessed value data pulled from Kitsap County, we have 10,960 housing units, and in 2019, 2,637 are valued at \$500,000 or less, and 4,034 were valued at \$600,000 or under.

## **State Law**

### COBI May Mandate AH When Upzoning

RCW 36.70A.540(3)(d) provides:

3. Affordable housing incentive programs enacted or expanded under this section may be applied within the jurisdiction to address the need for increased residential

development, consistent with local growth management and housing policies, as follows:

\* \* \*

(d) The jurisdiction may establish a minimum amount of affordable housing that must be provided by all residential developments being built under the revised regulations, consistent with the requirements of this section.

The full Code section is found here:

<https://apps.leg.wa.gov/Rcw/default.aspx?cite=36.70A.540#:~:text=The%20legislature%20encourages%20cities%2C%20towns,rate%20housing%20developments%20throughout%20the>

Under this Code section, whenever COBI upzones an area (such as with the Winslow Master Plan and the Lynwood Center Subarea Plan amendments) it may require that all of the upzoned density is affordable. We missed opportunities on the two upzones mentioned.

Additional guidance is found at WAC 365-196-870(2)(b)(i)-(iii). “WACs” are regulations enacted by agencies to provide implementation guidance. The full WAC may be found here:

<https://apps.leg.wa.gov/wac/default.aspx?cite=365-196-870>

The regulation states in part:

\* \* \*

(2) Counties and cities may establish an incentive program that is either required or optional.

\* \* \*

(b) Counties and cities may establish an incentive program that requires a minimum amount of affordable housing that must be provided by all residential developments built under the revised regulations. The minimum amount of affordable housing may be a percentage of the units or floor area in an development or of the development capacity of the site under the revised regulations. These programs may be established as follows:

\* \* \*

(ii) The city or county adopts revised regulations to increase development capacity through zoning changes, bonus densities, height and bulk increases, parking reductions, or other regulatory changes or other incentives.

\* \* \*

(c) Counties and cities may choose to offer incentives through development regulations, or through conditions on rezones or permit decisions.

### “Affordable” is Defined

The WAC makes clear that the income levels must be consistent with RCW 36.70A.540(2)(b).

WAC Section (4) states “[t]he housing must be affordable to and occupied by low-income households. (a) Low-income renter households are defined as households with incomes of fifty percent or less of the county median family income, adjusted for family size.” For buyers, the prices must be affordable to “low-income first-time homebuyers” under FHA rules. WAC 365-196-870(5)(b). “Affordable” rent means 30% of income is spent on housing. WAC 365-196-870(5)(a). The WAC (section 4(c)) does provide that after hearings, cities and counties may adjust the income levels, but the upper limit is 80% of median income.

RCW 43.185A.1010 further provides that any housing unit that costs 30% of the household's income is “affordable housing.” That does not mean, however, that incentive programs or mandates may be created that require housing over the limits in RCW 36.70A.540.

In other words, there does not appear to be any support in state law for mandating or incentivizing (“encouraging”) housing for those households earning more than 80% of the median income. Restricting housing size, or encouraging ADUs, has been discussed as promoting housing for those earning in this range, but recent ADUs in the Roost sold for over \$500,000, indicating this may not be a viable strategy.

#### More than Bonus Density May Provide Incentives

Both the Code section and the WAC provide a list of items that can be used as incentives, if a community elects to not require affordable housing. Payment in lieu (WAC 365-196-870(8)); density bonuses, height and bulk bonuses, fee waivers or exemptions, parking reductions, and expedited permitting may be used either solely or in combination combined to create incentive programs. RCW 36.70A.540(1)(a).

For existing zoning that is not being changed, these provisions provide something in addition to density bonuses.

### **Suggestions**

Develop funding sources for grant funds. These funds would be used to maintain/preserve existing affordable housing that is up for transition to market rate, or for rents or purchases by those meeting the income restrictions.

#### Maintain Existing Affordable Housing

Once we have an updated inventory, we need an analysis of when these properties may transition, and an idea of the cost to purchase or subsidize the purchase by the tenants rather than the conversion to condos that has regularly occurred over the past two decades. Remember Government Way?

#### Grants To Renters or Purchasers

Grants could be restricted not only to certain income groups, but to those that prioritize current

or past residents, not new residents from elsewhere. Other than keeping those who live here now here (prior section), this is the most direct way to bring in the people we want to include in the community. Michael Pollock has written a White Paper on this issue.

### How To Pay For This?

Potential funding sources are:

1. Lodging tax (I have suggested banking these funds for years and giving grants to workforce renters on the Island, but the money always goes back to the business community, despite the fact we all pay a price for tourism. We now see many from elsewhere in our Parks, burdening our roads and parking lots, yet these funds never go to Parks, either. This is more ignored low hanging fruit).
2. Express budget items
3. ??

### Encourage ADUs

As mentioned, ADUs will not necessarily be affordable. The level of demand from the wealthy is such that any housing, even tiny tarp-covered RVs, will be bid up beyond affordable levels. We are now experiencing an influx of new, wealthy residents from California, and there is no reason to think this trend will change. Providing funds to build ADUs that are mandated affordable could be a strategy.

### What We Can't Do

1. We cannot tax and put the money into an affordable housing fund, because that was tried before. Prior to 2007, the City assessed extra permitting fees to fund an AH trust. The Court of Appeals found the City must justify the fee under the applicable statute for permit costs that allows such fees only to defray actual expenses (RCW 82.02.020). *Home Builders v. City of Bainbridge Island*, 137 Wn. App. 338 (2007).
2. We cannot tax land transfers as happens in some states, because our Constitution prohibits such specific taxes.
3. We cannot give away Suzuki and underwrite infrastructure for Suzuki if the project is not 100% affordable.

### **Suzuki, and Projects Like It**

The City could underwrite the infrastructure for Suzuki, *sans* sewer connections, and allow the purchase of lots. The City would exclude from development the old growth remnant, fern glen and the pond area, and preserve the current trail system. Sales would be made only to those at 80% or less of the median income, preferably a mixture (50% or 80%). The sales price would

be nominal. The lots could also be leased, and rentals could be managed by HRB. On those lots, the new owners would pay for the building of their own house. Given the limitation on what they can afford (see above), tiny homes would be the norm.

This would give the community **both** goals – preservation of open space, and affordable housing at less cost than currently projected in both the terms of money and in terms of density. The notion would likely result in *more* affordable housing than any mixed market rate/affordable development. The project would also be more organic and look more like a neighborhood than a development. This could be an ideal place to try “tiny homes” and pre-approved plans, waiver of permit fees, etc.

WHITE PAPER  
**BIMC 18.12.030(D)**

a. BIMC 18.12.030(D) is inconsistent with prospective BIMC 18.12.030(E), as it allows bonus unit density for reasons other than affordable housing and historical preservation. Land use provisions should be consistent. BIMC 18.12.030(D) provides:

D. Bonus Density in NC District. Bonus density shall be available in the NC district as follows:

1. Three units per acre with the provision of transfer of development rights (TDRs), in accordance with Chapter [18.27](#) BIMC; or
2. Three units per acre with the provision of affordable housing, in accordance with the provisions of Chapter [18.21](#) BIMC; or
3. Three units per acre if the development is commercial/residential mixed use and public sewer and public water are not provided, or five units per acre if the mixed use development is on public water and sewer. The residential units must be located above the ground floor if the building is located on a collector or secondary arterial or higher road classification; however, for mixed use projects, if the building fronts on a local or private street, residential units can be located on the ground floor.
  - a. In instances where a project contains both mixed use and residential-only buildings, the bonus density shall only be calculated based on the mixed use buildings. The residential-only buildings shall not be used to calculate the bonus density; or
4. Five units per acre with the provisions of TDRs and public sewer and water; or
5. Five units per acre with public water and sewer and the provision of affordable housing in accordance with Chapter [18.21](#) BIMC; or
6. Up to 12 units per acre for those specific parcels located in Lynwood Center and so designated on the land use map as NC/R-12 for the Lynwood Center special planning area; provided, that all requirements of this title applicable to the NC are met, and that:
  - a. The development is commercial/residential mixed use with the residential units located above the ground floor if the building is located on a collector or secondary arterial or higher road classification; however, for mixed use projects, if the building fronts on a local or private street, residential units can be located on the ground floor; and
  - b. Public sewer and water are provided; and
  - c. The requirements of Chapters [18.18](#) and [18.21](#) BIMC are met; and
  - d. A community center is constructed that is of similar style and quality to the entire development, is no less than 2,000 square feet, provides kitchen facilities, public rest rooms and outside access. The community center is to be used primarily for community functions.

Conclusion: The code sections should be consistent.

b. BIMC 18.12.030(D) is inconsistent with the Comprehensive Plan. Policy LU- 5.2 sets out the requirements for increasing density in Neighborhood Centers:

Policy LU 5.2

Increased density over and above the existing zoning in the Neighborhood Centers *should* only occur through a shift in *density* from areas identified in the Island-wide Conservation Strategy through *PDRs, TDRs* or other mechanisms and through the use of *density bonuses* for *affordable housing*.

(2017 Comprehensive Plan, italics in the original)

Conclusion: BIMC 18.12.303(D) is inconsistent with the Comprehensive Plan, because it allows bonus density that is not transferred in and affordable. To the degree bonus density is provided when density is transferred in, this is contrary to the Comprehensive Plan. The code section should be consistent with the Comprehensive Plan.

c. BIMC 18.12.030(D) is inconsistent with the Comprehensive Plan and the Growth Management Act, because it allows density for reasons other than affordable housing. As background, we are “over-zoned” to meet the anticipated population growth. The current zoning for Bainbridge Island provides approximately 141% of the capability for anticipated population increases through 2050. (Buildable Lands Report, 2014, page 25, reports from Staff regarding anticipated allocation of population growth through 2050 of 4,500)

The Growth Management Act does require that communities encourage affordable housing. The community has developed a comprehensive plan that provides goals for affordable housing. Goal HO-3 (among others). This goal, however, must be balanced against the environment. For example, the Comprehensive Plan includes the goal of preservation of the environment (Goal EN-1) and retention of forests (Goal EN-18). Note that Goal EN-1 is a primary goal, while Housing Goals are not.

Conclusion: It is arguable that any increase in density for affordable housing that degrades the environment is outweighed by primary goal EN-1, and therefore illegal. Code sections allowing increases in density for reasons other than affordable housing are not supported by the Comprehensive Plan, and should be voided. Continuing their application arguably violates the Comprehensive Plan and the Growth Management Act.

*Additional Note*

I note for your information that there are ways to increase affordable housing without increasing density. I would like to draw your attention to a statute enacted in 2006:

RCW 36.70A.540(3)(d) provides:

3. Affordable housing incentive programs enacted or expanded under this section may be applied within the jurisdiction to address the need for increased residential development, consistent with local growth management and housing policies, as follows:

\* \* \*

(d) The jurisdiction may establish a minimum amount of affordable housing that must be provided by all residential developments being built under the revised regulations, consistent with the requirements of this section.

*See also* WAC 365-196-870(2)(b)(i)-(iii). “WACs” are regulations enacted by agencies to provide implementation guidance. Both the statute and the WAC provide income limitations on what is “affordable.” These laws also provide for something other than bonus density to be used to incentivize affordable housing.

Conclusion: Whenever and wherever increased density is imposed, COBI may require affordable housing. To our knowledge, COBI has to date failed to take advantage of this law when “upzoning” Lynwood Center (portions are R12, with no requirement for affordable housing) and Winslow (varies, same).

Please review this code section and impose consistency requirements as outlined above.  
Thank you.

**From:** noreply@civicplus.com  
**Sent:** Wednesday, April 21, 2021 9:48 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on April 21. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

---

**Applicant Information**

Name Stephen Shapiro

Email

Daytime Phone

Address

City Bainbridge Island

State WA

---

Zip	98110
Current Employer	none
Current Position	none
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any:	I am a recently retired commercial real estate appraiser (Stephen Shapiro Commercial Appraisal, LL). In that capacity I was licensed by WA State and was a Designated Member of the Appraisal Institute. I have extensive training in and knowledge of land use issues and valuation. I performed appraisals for jurisdictions including the City of Bainbridge Island as well as organizations including the Bainbridge Land Trust. Clients included land trusts, cities, counties, governmental agencies, attorneys and private individuals in WA, OR and CA.
Please share your community interests (groups, committees, organizations) if any:	I have lived on Bainbridge Island for 32 years. My wife, Marilyn Place, is a retired school teacher. Together we raised two children here. I volunteered extensively in youth sports when my kids were young. However, running my own business did not allow for additional volunteering in the community. Having recently retired I would now like to apply myself to serving the community in a capacity that fits my skills and interests.
Do you have potential conflicts of interest? If so, please explain:	No
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2021

## STEPHEN SHAPIRO, RETIRED COMMERCIAL APPRAISER

Prior to retirement Stephen Shapiro was licensed as a certified general real estate appraiser by the State of Washington and was listed on the Washington State Department of Transportation's Approved List of Appraisers and Reviewers. He formerly held the highly regarded MAI (Designated Member of the Appraisal Institute). In January of 2011, Stephen Shapiro established the firm **Stephen Shapiro Commercial Appraisal, LLC**. Prior to that he worked with Anthony Gibbons in his firm RE•SOLVE from 1999-2010.

Mr. Shapiro has a broad range of appraisal experience over a variety of property types including office and industrial buildings, commercial land, residential subdivision property, natural resource and habitat land, timberland and high-end estate homes. Prior to retirement he appraised numerous properties for conservation easements as well as right of way acquisitions under eminent domain, and provided mediation and expert witness services for legal purposes.

He successfully completed the following Appraisal Institute courses, as well as numerous additional professional seminars:

- Appraisal Principles
- Appraisal Procedures
- Standards of Professional Appraisal Practice
- Highest and Best Use and Market Analysis
- Basic Income Capitalization
- General Applications
- Advanced Sales Comparison and Cost Approaches
- Report Writing and Valuation Analysis
- Advanced Applications
- Advanced Income Capitalization
- Uniform Appraisal Standards for Federal Land Acquisitions
- Condemnation Appraising: Advanced Topics and Applications
- Attacking and Defending an Appraisal in Litigation
- Forestland Road Cost Obligations
- Common Errors and Misconceptions in Yellow Book Assignments
- Valuation of Easements and Other Divided Partial Interests
- Appraisal Review Under UASFLA
- Valuation of Conservation Easements

### Education:

University of Washington, B.A. Communications, *Honors*; Major in Journalism with Minor in Economics, 1986

Prior to retirement Mr. Shapiro performed appraisal services for a wide variety of clients, and a partial client list follows:

### Law Firms

- Tousley Brain Stephens PLLC
- Ryan, Swanson and Cleveland, PLLC
- Riddell Williams P.S.
- Michael A. Goldfarb Law Office
- Lawler Burroughs & Baker, P.C.
- Preston Gates & Ellis LLP
- Livengood, Fitzgerald & Alskog PLLC
- McGavick Graves Attorneys at Law
- Williams Kaster, Attorneys at Law
- Law, Lyman, Daniel, Kamerrer & Bogdanovich, P.S.
- Cullen Law Office LLP
- Rodgers Deutsch & Turner
- Aoki Sakamoto and Grant LLP
- Montgomery Purdue Blankinship & Austin PLLC
- Ogden Murphy Wallace PLLC
- Kenyon P. Kellogg, Attorney at Law
- Mundt MacGregor PLLC
- Oldfield & Helsdon, PLLC
- Faubion, Johnson, Reeder & Fraley, P.S.
- Lee Smart, P.S., Inc.
- Williams & Williams PSC

### Municipal and Public

- City of Bainbridge Island
- WA State Department of Natural Resources
- Port of Seattle
- U.S. Forest Service
- Tulalip Tribes
- Central Kitsap School District
- Kitsap County Dept. of Public Works
- Washington State Parks Commission
- City of Port Townsend
- City of Eatonville
- City of Tumwater
- City of Burien
- Kitsap County Dept. Parks and Recreation
- Bainbridge Island Parks and Recreation
- City of Edmonds Parks and Recreation
- WA State Department of Transportation
- Port of Allyn
- Port Gamble S'Klallam Tribe
- Kitsap County Dept. of Admin. Services
- Port of Olympia
- Bainbridge Public Library
- WA State Office of the Attorney General
- King Count Dept. Natural Resources & Parks
- City of Poulsbo
- Colville Confederated Tribes
- Clallam County Department of Public Works

### Banks

- American Marine Bank
- Washington First International Bank
- Frontier Bank
- Credit Suisse First Boston
- GMAC Commercial Mortgage
- Kitsap Bank
- Union Bank

### Private Companies

- NC Power Systems Co.
- Pope Resources, Inc.
- Harnish Group, Inc
- Development Services of America
- Pacific Investment Co.
- Batavia Holdings LLC
- Kinzer Real Estate Services
- Knowles/Turner Real Estate Group
- Warren G. Harding Temple Board Assoc.
- GEM1 LLC
- American Eagle Communities
- Wal-Mart
- Black Equities Group LTD
- Seattle Yacht Club
- The Ketcham Family
- McCormick Land Company
- Trammell Crow Co.
- Pike Place Market PDA
- MacMillan-Piper, Inc.
- Pacific Medical Center and Clinics
- Madison Ave Real Estate, LLC
- Olympic Property Group
- Prosperity Treatment Center
- The Mountaineers
- Starbucks
- Seattle Automotive Distributors, Inc.
- Puget Sound Real Estate Services
- Puget Sound Energy
- JWJ Group
- Pioneer Human Services

### Institutions

- Group Health Cooperative of Puget Sound
- City University
- The Mark A. Robinson Trusts

### Conservation Organizations

- Trust For Public Land
- The Nature Conservancy
- Bainbridge Island Land Trust
- Cascade Land Conservancy
- Great Peninsula Conservancy
- Whidbey Camano Land Trust
- Methow Conservancy
- Northwest Watershed Institute
- Open Space Resources
- Kitsap Conservation District
- Capitol Land Trust
- Jefferson Land Trust
- Nisqually Land Trust
- North Olympic Land Trust
- PCC Farmland Trust

**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 20, 2021 2:13 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

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*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

---

**Applicant Information**

Name Rod Stevens

Email

Daytime Phone

Address

City Bainbridge Island

State WA

---

Zip	98110
Current Employer	self-employed
Current Position	Principal, Business Street

---

**Experience & Qualifications**

---

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any: More than 35 years of experience in urban development. Expert in real estate analysis and place-based economic development. I have prepared numerous market studies, financial analysis, and development strategies for innovative projects that change the way we live, learn, work and shop.

Please share your community interests (groups, committees, organizations) if any: Eight years, Bainbridge Aquatic Masters, two as president of the board. Former chairman, Portland City Club Land Use and Transportation Standing Committee. Former member, BISD capital projects committee; have provided ongoing input on school district issues. Instrumental in redirecting the Winslow Tomorrow effort; active in changing the form of government.

Do you have potential conflicts of interest? If so, please explain: No.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year 2021

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# ROD STEVENS

## REVITALIZATION STRATEGIST

A tenacious, analytic and creative problem solver with a track record of built projects that work functionally and financially.

## SKILLS AND EXPERIENCE

### INCLUSIVE LOCAL ECONOMIC DEVELOPMENT

- Identified how zoning changes and new non-motorized connections can foster job growth in an African American neighborhood of Chapel Hill and better connect it to nearby retail and industrial areas.
- Created the strategy for revitalizing an area of old factories and warehouses near Oakland Airport that led to one the largest concentrations of "maker" companies in the Bay Area.
- Brought the city manager of Port Townsend, the school superintendent and the head of the Northwest Maritime Center together to create a vision document for place-based learning and economic development that was then used to raise funding for changes in the K-12 curriculum.

### INNOVATIVE REAL ESTATE PROJECTS

- Prepared the master plan and carried out the due diligence investigations that to the revitalization of a failed regional mall as one of Vancouver, BC's major urban centers.
- Coached the City of Kenmore through the turn-around of a town center project that leveraged a \$10 million investment into \$100 million of new residential, commercial and civic space.
- Turned around a large waterfront brownfield redevelopment for Microsoft co-founder Paul Allen, saving him \$10 million. Reined in spending on consultants, managed a public relations crisis with state and local leaders, and negotiated a binding settlement with environmental regulators.

### HOUSING AND LIHTC WORK

- Turned around a 300-unit high-rise project with daunting construction and marketing problems.
- Planned and won approvals for a farmworker housing project outside Portland, OR.
- Carried out marketing and financial feasibility studies on dozens of projects.

### ORGANIZATIONAL DEVELOPMENT

- Created the business plan for industry and academic collaboration at UC Davis that helped draw Bayer Crop Sciences.
- Advised Sacramento County, one of California's largest municipalities, where to target revitalization investment, how to replace two lawsuits with public/ private partnerships, and what to do with a former Air Force Base.
- Was hired by three clients to help them resolve internal management issues. Have coached and mentored a number of young professionals.

## **ROD STEVENS, PAGE 2**

### **WORK HISTORY**

**BUSINESS STREET**, Bainbridge Island, WA

**Principal**, 1996-present

Specialize in jobs-based, urban-economic development that leverages the skills and interests of local residents and workers. Work with top leaders in government and local institutions to create innovative projects that foster pride and prosperity.

**GOLUB PACIFIC**, Portland

**Vice President**, 1993-1996

Financed the turn-around of unusual or problem real estate projects that could not obtain conventional financing.

**WYSE INVESTMENT SERVICES CO.**, Portland

**Vice President**, 1989-1993

Identified and negotiated real estate investments on behalf of the Stoel Rives and Les Schwab pension funds as well as a number of high net-worth investors.

**DUTCH INSTITUTIONAL HOLDING CO.**, Atlanta

**Asset Manager**, 1986-1988

Turned around \$150 million of problem residential properties.

### **EDUCATION**

**BACHELOR OF ARTS (BA)**, STANFORD UNIVERSITY

**MASTERS OF BUSINESS ADMINISTRATION (MBA)**, Amos Tuck School, DARTMOUTH COLLEGE

### **PERSONAL**

Married 25 years, Two high school-aged children. Lifetime masters swimmer and president of Bainbridge Aquatic Masters. Active in local civic matters, especially those related to planning and development. Enjoy sea kayaking and wilderness experiences.

**From:** noreply@civicplus.com  
**Sent:** Sunday, April 18, 2021 8:58 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

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1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on April 21. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

---

**Applicant Information**

Name Yesh Subramanian

Email

Daytime Phone

Address

City Bainbridge Island

State WA

---

Zip	98110
Current Employer	Mphasis
Current Position	SVP Digital & Cloud

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any:

Stanford MBA with strategic planning experience  
 Significant experience in understanding risk reward through training in Decision Sciences  
 Experience in project planning and financial analysis  
 Formally trained facilitator  
 Substantial experience in building & running virtual communities  
 Strong understanding of bridging competing interests  
 Professional track record in building coalitions and energizing teams  
 Strong understanding and interest in trends  
<https://www.linkedin.com/in/yeshsub/>

Please share your community interests (groups, committees, organizations) if any:

Parent support for both my kids active with Climate Coalition Lobby for BI  
 Run my community's local WhatsApp group in BI, at work and for my extended family  
 Founding charter member of Heirs to our oceans, a world wide youth environmental awareness <https://h2oo.org/>  
 A genuine interest in helping BI bringing a multi cultural, multi socio economic strata view based on who I am and the amount of reading and podcast listening I do

Do you have potential conflicts of interest? If so, please explain: None

Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

Type the Year 2021

April 20, 2021

**Dear COBI Planning Commission Volunteer Position**

Re: Open Position in City Planning

I am applying given an interest to contribute to Bainbridge Island in a significant manner after having lived here for 2.5 years and feeling a strong commitment to the future and betterment of BI. I am a CA native with prior background having grown up in India and Japan (high school) followed by coming to US as an immigrant in 1981.

I apply as I bring a few very targeted skills and capabilities which will be relevant to your charter and needs:

- Experience and ability to serve in advisory capacity courtesy my professional career, membership in advisory boards for non-profits and history dating all the way back to undergraduate student leadership
- Ability conceptually address complex, multi-threaded topics and reach conclusions
- Strong oral and written presentation capabilities
- Strategic planning based on my Stanford MBA and decade of experience at Strategic Decisions Group
- Trained in Decision sciences and quantification of risk reward which will be germane to reviewing, analyzing, and advising City Council
- Strong understanding of technology, socio-economic trends, and current issues
- Understanding of multi-stakeholder perspective from a career in Alliance and Solutions
- Interest and understanding of issues surrounding diversity and economics
- Active and informed on BI issues via active posts on Facebook in community forums
- Experience with non-profits including founding chapter member of Heirs to our Oceans and guiding my own children in Climate Coaling Lobby and my wife's role as Board members in two non-profits.

In summary, I believe I can fulfill your needs to bring in someone who is broadly informed, seasoned, diverse and easy to work with for the rest of the planning commission to effectively fulfill the required obligations of the above position. My resume follows in the next five pages.

Sincerely

*Yesh Subramanian*

Social Media Profiles: <https://www.linkedin.com/in/yeshsub/> @ysubramanian2 (Digital Yesh)

**OBJECTIVE** A volunteer position in City of Bainbridge Island Planning Commission to serve in advisory capacity to BI City Council

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**CORE SKILLS & ABILITIES** Over two decades between C level and SVP-level positions  
Depth in planning & strategy  
Experience working across multi-stakeholder situations  
Trained facilitator, track record to facilitate complex discussions  
Strong understanding of Tech  
Interest in diversity, community development and environmental issues through non-profits  
Strength in building teams to collaborate, communicate and produce results

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**EXPERIENCE** **SVP DIGITAL BUSINESS – HEAD CLOUD BUSINESS SOLUTIONS, MPHASIS, A BLACKSTONE COMPANY**  
2019-Present (Seattle area, WA)  
Have driven the development of strategic plan and growth of four key public cloud partnerships driving a \$200M TCV business with a \$billion pipeline while positioning Mphasis as an application leader with analysts, building a partner catalog to create scalable solutions and building a cloud community. My team also has won numerous awards internally recognized for its contribution to successful deal support. Continue to be a member of the Mphasis Technology Council. Mphasis is a publicly listed company in the Indian stock exchange.

**SVP DIGITAL BUSINESS – STELLIGENT BUSINESS HEAD, MPHASIS**  
LATE 2019-2020 (Bay Area, CA)  
Part of M&A team to target and, acquire Stelligent based on a strategic plan for cloud. Subsequently led the integration of Stelligent portfolio to build Mphasis AWS solutions as automation-led, foundation first solution. Was instrumental to parlay the acquisition to acquire a Premier partnership in AWS firmwide. Focused on stabilizing Stelligent, expanding solutions to include DataOps, MLOps and Security

and building a new book of business through lead gen and deeper integration into Mphasis deals. Designed and executed succession planning.

#### **SVP DIGITAL BUSINESS, MPHASIS**

2016-2018 (Bay Area, CA)

Hired by the President, to develop the strategy and grew the digital team of 25 ground up to support a solutions-driven business of a \$300 Million TCV business in three years. Work focuses on building platform-led solutions to digitally transform top 10 Insurance, Banking, Wealth and Logistics firms through Design Thinking, Big Data, AI, and Architecture-led solutions. Focused on complex sales cycles with a business-led approach targeted at CIO, CMO and COO at leading Fortune 100 companies. Focused on engineering differentiated value propositions in deals over six-month sales cycles with average deal size of \$15 Million. Initiated and achieved company's first successful partnership at scale with Pivotal (now VMware Tanzu) along with winning partner of the year in 2019. Was also key member of team in enabling Blackstone Group to invest in Mphasis and rise of Mphasis Digital to be over 70% of its business.

#### **SVP DIGITAL BUSINESS SOLUTIONS HEALTHCARE, PERSISTENT SYSTEMS**

2014-15 (Bay Area, CA)

Built strategy and grew the Healthcare vertical for Persistent working as a platform and system integration partner setting the course for a \$15M service revenue trajectory in Salesforce Healthcare deals for 2015-16. Work has resulted in elevating Persistent to become Salesforce's top Go to Partner for Healthcare. Have been instrumental in key deal closures including John Hopkins, City of Hope, NY Presbyterian amongst others. Built the Optum partnership to target Insurance. Built a broad ecosystem of collaboration inside Salesforce. Managed a practice of 150. Tied Persistent's Enterprise Digital Transformation efforts at its C-level to Salesforce initiatives. Persistent is publicly held in the Indian Stock Exchange.

#### **CO-FOUNDER, PRESIDENT & CEO, CLINMET (ANGEL FUNDED)**

2011-14 (San Diego CA)

Wrote and executed phase 1 and 2 of the business plan to monetize IP from UCSD by building a highly differentiated, disease focused diagnostic services company to assist Big Pharma drug development in Diabetes & Kidney disease. Structured and closed first three deals establishing two anchor Big Pharma partners. Established the brand, launched company, organized Scientific Advisory Board, and built the initial marketing presence for expansion with a \$1.5M run rate with three biopharma accounts including AbbVie and Boehringer and Stealth BioTherapeutics. Built and managed a fully functional lab supporting a statistical analysis team at Janssen incubator and setup the foundation for a process-driven company before

handing the reins to co-founders. Established the path for creating a self-funding business model.

**PRINCIPAL, ASYS PARTNERS (SELF-EMPLOYED, MARKETING CONSULTING)**

2010-11 (Bay Area, CA)

Led several consulting engagements traversing B2B and B2C customers focused on messaging, positioning, web, media, and partner-led go to market strategies. Customers included companies in consulting, software, web, services, and social media companies.

**SVP HEAD OF LIFESCIENCES SALES, PERSISTENT SYSTEMS**

2009 (Bay Area, CA)

Was instrumental in supporting field force to start solution selling and contribute to revenue growth from \$100M to \$150M. Life Sciences work involved managing a device and instrumentation led book of business of \$25M. Built an alliance with Indiana school of Informatics based on my CEO relationship.

**CHIEF MARKETING OFFICER, PERSISTENT SYSTEMS**

2008-9 (Bay Area, CA and Pune, India)

Company's first CMO resulting in taking the company towards its IPO. Work involved repositioning the company around innovation and establishing the focus on four pillars of Social, Mobile, Analytics, and Cloud. Was instrumental in introducing solution selling, marketing automation and managed vertically focused collateral supported by media relations across multiple geographies. As a close partner to Sales team, also involved in established the foundational relations with Salesforce.com as one its first platform partner. Built the foundation of inside-sales and Marketo-based lead-generation.

**INTERIM HEAD OF MARKETING, APPLIED STRATEGIES**

2008 (Bay Area, CA)

Repositioned and redirected sales strategy for a global health decision sciences-based product and services company to serve large global health initiatives around infectious diseases.

**EVP MARKETING & BUSINESS DEVELOPMENT, ISGN (ROLL-UP)**

2005-07 (Bay Area, CA, Philadelphia, PA, & Mullingar Ireland)

Repositioned and transitioned a traditional IT services business into one of India's largest Mortgage BPOs through acquisition and rollup valued at over \$150M.

Company got funded by NEA. Drove the creation of a unified brand with acquired business units creating strong press coverage. Productized services to build marketing and business development execution to lay foundation for 5x growth in loan processing. Managed a team of marketing vendors in the US and team in India focused on brand, collateral development, channel marketing and lead generation. Managed an acquired Ireland-based business unit.

**CO-FOUNDER & VP BUSINESS DEVELOPMENT, EDGE DYNAMICS (FOUNDATION CAPITAL)**

2002-05 (Bay Area, CA)

Built a startup focused on pharma demand chain arbitrage alert system that saved Big Pharma manufacturers up to 0.5% of annual revenue. Led sales to close first four major deals with leading pharma (GSK, Eli Lilly, Genentech, Bayer) and laid the marketing and sales foundation for the \$16M company to grow and be eventually acquired.

**VP BUSINESS DEVELOPMENT, REDKLAY**

2001 (Athens AL)

Repositioned Baan reseller to a B2B collaborative commerce platform for midsized manufacturers and channel partners. Contributed to eventual sale to Full Scope.

**DIRECTOR PROMOTED TO VP BIZ DEV, APPLICAST (SIPPL INVESTMENTS)**

1999-2001 (Bay Area, CA)

Built and supervised a team to manage an ecosystem of partners (SAP, Siebel/Oracle, Agile software) and built the first pre-SaaS Application Service Provider for mid-market. Exceeded quota and was nominated Siebel's midmarket partner of the year. Drove key partner certifications and system integrator partner programs that resulted in 50% faster development with 30% cost savings. Managed infrastructure partnerships with Compaq, Oracle, Verizon Data Services.

**SENIOR ENGAGEMENT MANAGER, STRATEGIC DECISIONS GROUP (SDG)**

1997-98 (Multiple US)

Led projects across major F500 clients including Union Pacific Railroad to optimize its railroad network based on BU profitability, and at GM to recast their divisional brand promise, dealership, and web experience for buyers.

**ASSOCIATE PROMOTED TO SENIOR ASSOCIATE, SDG**

1992-96 (Multiple US, Australia-NZ)

Contributed in projects to build entry, growth, exit and risk mitigation strategies for a variety of F1000 companies including Banca Serfin Mexico (lending risk management), Fletcher Challenge Paper Division NZ (portfolio optimization), SBC Corporation (Defense against ATT market entry), Bristol-Myers Squibb (Plant shutdown), Smith Kline Beecham (Advertising budget optimization), GM (Heads-up display and truck kitting strategy), SoCalGas (R&D Portfolio optimization). Average project revenue impact was \$50-100M.

**ANALYST PROMOTED TO SENIOR ASSOCIATE, UBS**

1986-89 (NYC, NY)

Analysis of interest rate swap market followed by two years of options analysis and trading managing a \$1B portfolio. Produced sizeable profits in the 1987 crash.

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EDUCATION

**SOCIAL MEDIA ACADEMY, PALO ALTO CA, CERTIFICATE, 2011**

Fine-tuned skills around use of social media for business

**GRADUATE SCHOOL OF BUSINESS, STANFORD CA, MBA, 1992**

Focus on Strategy & Marketing. Graduated top 20% of class. Student body leader

**HARVEY MUDD COLLEGE, CLAREMONT CA, BS & MS ENGINEERING 1985/86**

Focus on Electrical & Systems Engineering. Minor in Economics, Graduated top 10% of class. Multiple student body leadership positions including Chairman of Judiciary Board and Representative to Board of Trustees.

**ST.MARY'S INTERNATONAL SCHOOL, TOKYO, JAPAN, 1981**

International Baccalaureate program. GPA 4.2. Speech and Debate champion

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OTHER

Non-profit work includes: Founding chapter member [Heirs to our Oceans](#), Parental support for children involved in Climate Coalition Lobby BI

Passionate about Challenge Selling and seasoned in Social Media (@ysubramanian2, @ysubramanian)

Blog about topics in education and entrepreneurship

Trained facilitator and certified 7 Habits trainer (1990s)

Grew up in Japan. Conversant in Japanese, Hindi, Tamil

U.S. Citizen (since 2000)/OCI (India)

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REFERENCES

Available upon request

**From:** noreply@civicplus.com  
**Sent:** Monday, March 29, 2021 9:25 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Planning Commission Volunteer Application (Due: 4/21 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on April 21. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

---

**Applicant Information**

Name Lori Weise

Email

Daytime Phone

Address

City Bainbridge Island

State Washington

---

Zip	98110
Current Employer	Self Employed
Current Position	Health Care Planning Consultant

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). Historic Preservation Commission

Please share your qualifications for this appointment (skills, activities, training, education) if any:

- Over 35 years experience as health care planner with last 20 years at large academic medical center
- experience with facilitating, developing and guiding complex plans involving multi-million dollar capital expenditures
- Experience with development agreements, capital and financial planning, projections, and business and strategic planning
- Masters in Urban Planning, UCLA

Please share your community interests (groups, committees, organizations) if any:

- Member of Board and incoming President for Congregation Kol Shalom
- Member Finance Committee, Bainbridge Island Land Trust
- Pro Bono Consultant for 501 Commons/Executive Services Corp

Do you have potential conflicts of interest? If so, please explain: None

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year 2021

**LORI S. WEISE**

**HEALTHCARE STRATEGY EXECUTIVE**

Accomplished leader in healthcare strategy and planning leading high impact projects that have driven appropriate growth for organizations.

**EXPERIENCE**

**Weise Healthcare Consulting, 2018 to Present**

**Principal**

In my management consulting practice, I lead and facilitate strategic plans and business development projects to provide direction to healthcare organizations. Project work includes development of strategic plans, business planning, market demand and financial forecasting models, space planning, program and service line development, ambulatory, medical group, surgery center acquisitions and expansion.

**Cedars Sinai Health System, 1998-2018**

**Vice President, Strategic Planning and Business Development**

Cedars-Sinai is one of the largest, nonprofit academic medical centers in the US providing high quality clinical and research-based programs ranging from primary care to specialized treatments for complex and advanced illnesses. I was responsible for strategic planning and business plans development, leading processes that provided direction to senior management and the board of directors for the Medical Center, physician practices, the Davis Research Institute and other Cedars-Sinai related entities. I managed a team of seven professionals who operated as internal consultants using sophisticated data mining techniques, strategic facilitation processes, demand and financial modeling.

***Selected achievements:***

I led the creation of many long-term strategic and master facility plans which help guide overall growth and development. Despite a challenging competitive and reimbursement environment Cedars-Sinai has grown in financial and market strength as measured by net assets increasing 12% per year to \$4.2 billion. The goals outlined in these plans helped drive this growth. Some examples include:

- Developed numerous business plans including demand and financial modeling supporting the expansion of service lines, programs, physician practices, faculty and research recruitments
- Expanded CSHS into over 30 new locations through de novo development and acquisitions over the last fifteen years. These include the development of business plans, purchases of medical practices, negotiation of legal, business and real estate relationships, transition and implementation planning
- Negotiated and implemented joint venture business relationships with for-profit and not-for-profit entities. One project included the shared development of a new 138 bed acute rehabilitation hospital in joint venture partnership with Select Medical and UCLA Health

- Completed the business plan, due diligence and purchase of the 145 bed Marina Del Rey hospital located in a key expansion area for Cedars-Sinai that includes “Silicon Beach” the site of numerous technology companies. Completed the master facility replacement plan for this hospital to meet the community’s growing health needs. Project for new replacement hospital is currently under construction
- Developed business plans, financial models and led space programming for major buildings on the Cedars-Sinai main campus including the 250,000 sf Saperstein Critical Care Tower and the 800,000 sf Advanced Health Sciences Pavilion
- Designed and provided market, demographic, financial and operational forecasts and performance trends in support of strategic and operational recommendations to senior management and the board of directors

## **OTHER CAREER EXPERIENCE**

**Citrus Valley Health Partners, Director of Planning, 1993-1998**

**San Antonio Community Hospital, Manager, Planning and Marketing, 1989-1993**

**American Medical International, Project Manager, Corporate Market Planning, 1985-1991**

**Ernst & Whinney, Senior Analyst Health Care Consulting Division, 1982-1985**

## **EDUCATION**

University of California, Los Angeles M.A., Urban and Health Planning; B.A. Political Science

## **INTERESTS**

Running, hiking, fitness, travel, cooking for family and friends, Americana and blue grass music



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (9:20 PM) Consider Appointments to the Design Review Board - Council,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Design Review Board. Two applications were received for two expiring positions. The selection panel consisted of Councilmember/Liaison Schneider and Councilmember Pollock. The selection panel recommends forwarding to the June 22, 2021 Consent Agenda the appointments as shown in the suggested motions.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to forward for approval with the June 22, 2021 Consent Agenda the reappointment to the Design Review Board of Joseph Dunstan to Position 3 through June 2024.

I move to forward for approval with the June 22, 2021 Consent Agenda the reappointment to the Design Review Board of Vicki Clayton to Position 4 through June 2024.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

[Clayton - DRB \(Redacted\).pdf](#)

[Dunstan - DRB \(Redacted\).pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com  
**Sent:** Sunday, April 18, 2021 3:31 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Design Review Board Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Design Review Board Volunteer Application (Due: 4/21 at 4pm)

### Step 1

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#### Design Review Board Volunteer Application

Members should have expertise in the following disciplines and/or groups: landscape architecture, urban design, public art committee or local artist, developers, at-large community member and at least two architects. The board serves as an advisory body to the Planning and Community Development director, Hearing Examiner and Planning Commission, as applicable, regarding site plan and design reviews and conditional use permits.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

---

#### Applicant Information

Name Vicki P Clayton

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip	98110
Current Employer	retired
Current Position	former position was VP-Special Projects and Real Estate, Cornish College of the Arts, Seattle

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). Design Review Board

Please share your qualifications for this appointment (skills, activities, training, education) if any?

Served as Vice President-Special Projects at Cornish College of the Arts in Seattle, 1994-2014. This job included all real estate acquisition and divestiture, overseeing all capital construction projects as well as day-to-day facilities management supervising a team of 35. In that role, managed the development of the College's new South Lake Union campus working directly with the College's President and its Board of Trustees. This relocation entailed the purchase of seven buildings and then managing their accompanying remodels, including both National Register and Seattle Landmark facilities. Served as Cornish's representative on the project team for the construction of its 20-story student housing project which was voted 2015 Building of the Year by the Daily Journal of Commerce.

Have served as a member of the DRB since February 2020 in Position 4. Working closely with the DRB Chair and collaborating with the Planning Commission, have helped shepherd the revamp of the land use review/permit application process soon to be presented to the Council for approval. This revamp will greatly assist the DRB in its review of proposed projects, and also assist the applicant with their development and design decisions. Have become very familiar with Design for Bainbridge, subdivision standards and the Island's Comprehensive Plan. Recently asked to be one of two DRB members appointed to the committee composed of DRB, PC and Council members to tackle the next phase of work related to possible code revisions.

Please share your community interests (groups, committees, organizations) if any:

Elected member of the Bainbridge Island School Board serving three terms from 1983-1995. Elected as President of the Board five times. Assisted in the development of the District's first Strategic Plan as part of a pilot program for school districts developed by the Boeing Company. This initial Strategic Plan

contained a capital development goal which led the Board to research all available large property sites on the Island with the subsequent acquisition of adequate property for ultimate buildout of the school system in the foreseeable future. An example of one of these acquisitions is the Woodward/Sakai site purchased from Port Blakely Mill Company. One of two Board members to serve on the construction management team for Woodward Middle School. As part of this same capital development goal assisted in achieving implementation of a City ordinance for school impact fees.

After retiring from the Board, returned as a volunteer to aid the District in developing its first Master Capital Plan. Assisted the Board in hiring Mahlum Architects to manage the development of this long-range capital plan. This plan has guided the district through a series of successful capital bond issues to finance the rebuilding of both Wilkes and Blakely Elementary Schools as well as the substantial renovations and additions to the High School.

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Do you have potential conflicts of interest? If so, please explain:

No.

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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Type the Year

2021

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**From:** noreply@civicplus.com  
**Sent:** Saturday, April 10, 2021 1:32 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Design Review Board Volunteer Application (Due: 4/21 at 4pm)

**CAUTION:** This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

## Design Review Board Volunteer Application (Due: 4/21 at 4pm)

### Step 1

---

#### Design Review Board Volunteer Application

Members should have expertise in the following disciplines and/or groups: landscape architecture, urban design, public art committee or local artist, developers, at-large community member and at least two architects. The board serves as an advisory body to the Planning and Community Development director, Hearing Examiner and Planning Commission, as applicable, regarding site plan and design reviews and conditional use permits.

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.*

---

#### Applicant Information

Name Joseph C Dunstan

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip	98110
Current Employer	Retired
Current Position	Retired Landscape Architect

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Design Review Board
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I am a licensed landscape architect with 40 years of design, site planning and university teaching experience. I worked for the National Park Service for 23 years. I have a Master's in Landscape Architecture and I have served on the Design Review Board for five years
Please share your community interests (groups, committees, organizations) if any:	I have served on the Design Review Board since 2016. I have served as Chairperson since 2019
Do you have potential conflicts of interest? If so, please explain:	None
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2021

April 9, 2021

TO: City Council, Bainbridge Island

RE: Appointment to Design Review Board  
Bainbridge Island

Dear Council members:

I am very excited to apply for re-appointment to the Design Review Board for the city of Bainbridge Island. As you can see from my resume I have 40 years of experience in Landscape Architecture and university teaching. I worked for the National Park Service for 23 years. I have been a member of the DRB for five years and have been the DRB chair for the last two years.

During this time I have worked to strengthen the DRB by improving communications with Planning and Community Development, the Planning Commission, and the City Council. In 2018-19 I was part of the team that selected FRAMEWORK to write new design guidelines for the city and worked with them to develop draft and final copies of the book Design for Bainbridge. Since adoption of the twenty-two standards and guidelines in D4B, I have worked very hard to implement them as part of the design review process. I believe these standards are well conceived and are essential for good development in the city going forward. Lastly since becoming chair I have encouraged more women to join the DRB and we have a much more balanced representation than we did five years ago.

In the past two years I have worked closely with the Planning Commission and Planning and Community Development to revise the project review process and to make needed changes to Section 17 and 18 of the COBI code. These revisions will be reviewed by City Council later this spring or early summer.

I am extremely supportive of the Design For Bainbridge Standards and Guidelines and very much enjoy working with the Planning and Community Development team to implement these standards. I would like to serve one more term on the DRB to ensure that the design standards and guidelines adopted in 2019 are well understood and useful to the city and to current and future applicants and developers wanting to build on Bainbridge Island. Thank you for your time and energy in reviewing my application.

Sincerely,

Joseph C. Dunstan

## **Biographical Sketch**

## **Joseph C. Dunstan**

Bainbridge Island, WA 98110

Joe Dunstan is a landscape architect with 40 years of experience in landscape architecture, park and recreation design, urban design, and university teaching. Currently retired, he serves as the Chair of the Design Review Board for the city of Bainbridge Island.

While in private practice he completed numerous commercial and residential master plans in California and Washington. As a landscape architect with the National Park Service for 23 years, he was responsible for the planning, design and construction of visitor/recreation facilities in national parks and historic sites in 54 park units in six western states. Mr. Dunstan has received national recognition for his work in the design of accessible park facilities and for his long time commitment to sustainable building practices. In 1999 he was named NPS Employee of the Year.

He was an assistant professor in the Department of Landscape Architecture at Cal Poly, San Luis Obispo, CA, for eight years. From 1996 to 2001 he taught graduate seminars and design studios focusing on NPS projects as an affiliate assistant professor in Landscape Architecture at the University of Washington, Seattle.

From 1997 to 2003 he was on the Board of Directors of Environmental Works, a non-profit community design center with a staff of six architects, landscape architects, and planners working for low-income groups and Seattle neighborhood associations.

### **Registration**

Landscape Architect, State of Washington #457  
Landscape Architect, State of California #2635

### **Education**

Graduate studies in Environmental Ethics,  
Philosophy Department, University of Washington,  
Seattle. 1983-84

Master's in Landscape Architecture, North Carolina  
State University, Raleigh, N.C. 1978

Bachelor of Science, Urban Geography,  
Arizona State University, Tempe, AZ 1975

## **Awards**

NPS Director's Award: Leadership in Accessibility, 2007

Pacific West Regional Employee of the Year, 2007

NPS national design award for Accessibility:  
Spatter Cones Trail, Craters of the Moon NM, 2006

Employee of the Year, National Park Service, 1999

Regional Director's Award for Natural Resources, Pacific West Region, 1999

National Merit Award, ASLA  
Community Development Process, Aurora, N.C. 1976

## **Affiliations, Boards, and Public Service**

Board of Directors, Environmental Works  
Community Design Center 1997-2003;  
EW Board President 2000-2003.

American Society of Landscape Architects 1976-2015



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 8, 2021

**ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (9:25 PM) Consider Appropriation of \$100,000 from Transportation Benefit Fund to Support Engagement Activities Related to B.I. Ride - Executive,

**SUMMARY:** In 2019, the City of Bainbridge Island increased the vehicle license fee from \$20 to \$30 annually with the intent to provide additional revenue for certain purposes, including provision of up to \$100,000 to support communications and engagement related to the services of Kitsap Transit.

Kitsap Transit is launching a mobile app for the public to use to hail the Kitsap Transit B.I. Ride bus for on-demand transportation on Bainbridge Island. Some of the funding requested today may be used to assist with communications related to the launch of the app on Bainbridge.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to appropriate \$100,000 from the Transportation Benefit Fund and to direct the City Manager to use the funding to support communications and engagement related to the B.I. Ride service of Kitsap Transit.

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

**FISCAL IMPACT:**

<b>Amount:</b>	\$100,000
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$100,000
<b>Included in Current Budget?</b>	No

**BACKGROUND:** In 2019, the City of Bainbridge Island increased the vehicle license fee from \$20 to \$30 annually with the intent to provide additional revenue for certain purposes, as detailed in Resolution No. 2019-06, attached to this agenda bill. One of the purposes was to provide up to \$100,000 to support communications and engagement related to the services of Kitsap Transit.

In early July, Kitsap Transit will be launching a mobile app for the public to hail the Kitsap Transit B.I. Ride bus for on-demand transportation on Bainbridge Island. B.I. Ride is a shared-ride service that Kitsap Transit operates on Bainbridge Island by both rider request and by serving scheduled stops. The service operates weekdays 9:15 a.m. to 3 p.m. and Saturdays 9:30 a.m. to 6 p.m. The cash fare to ride is \$2.

Kitsap Transit has partnered with The Routing Company (<https://theroutingcompany.com/>) for the launch of their mobile app Pingo. Bainbridge Island will be the first community in Washington state to pilot the use of Pingo, according to the company.

City and Kitsap Transit staff are working cooperatively to implement marketing consistent with the direction of Resolution No. 2019-06. An open-ended list of marketing tools includes, but is not limited to, surveys to collect baseline data, marketing through video promotion, subsidized rides targeted to seniors and youth, special events, and traditional print collateral. If so directed, the City Manager can proceed within his signature authority to enter into various agreements to execute marketing strategies, or the City Council may ask for specific proposals.

An innovative approach to marketing the app enabled transit service could be the services of the University of Washington's Livable City Year program. Encouraging the use of public transportation among those who are not transit dependent or who do not traditionally use public transportation has proven to be difficult in many circumstances. The UW program uses the skills and energy of students and faculty to address difficult urban problems. Increasing ridership and use of public transportation is a challenge. The City may wish to partner with UW to develop marketing tools to increase transit ridership.

A special in-person event to launch the B.I. Ride app is scheduled for Wednesday, July 7. Kitsap Transit Executive Director John Clauson has been invited to virtually attend the Council Meeting to provide additional information.

**ATTACHMENTS:**

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

**FISCAL DETAILS:** There is approximately \$1.2 million in total unobligated (unbudgeted) fund balance in the Transportation Benefit Fund as of June 2021. \$600,000 of this balance has been designated by Council for "high priority short-term projects resulting from Sustainable Transportation planning" leaving a balance of \$600,000. This remaining balance can be further broken out as \$270,000 pertaining to the \$10 component and \$330,000 pertaining to the \$20 component. This motion would reduce the \$270,000 component and overall remaining balance by an additional \$100,000.

**Fund Name(s):**

**Coding:**

**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 22<sup>nd</sup> day of January, 2019.

APPROVED by the Mayor this 22<sup>nd</sup> day of January, 2019.

By: /s/\_\_\_\_\_

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: /s/\_\_\_\_\_   
Christine Brown, City Clerk, CMC

FILED WITH THE CITY CLERK:	December 31, 2018
PASSED BY THE CITY COUNCIL:	January 22, 2019
RESOLUTION NO.	2019-06