



CITY OF
BAINBRIDGE ISLAND

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

REMOTE MEETING ON ZOOM

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

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**
3. **PUBLIC COMMENT**
 - 3.A **(6:10 PM) Instructions and Guidelines for Providing Public Comment at Remote Meetings - City Clerk**, 15 Minutes
[Instructions and Guidelines for Providing Public Comment at Remote Meetings.pdf](#)
4. **CITY MANAGER'S REPORT - 6:25 PM**
 - 4.A **City Manager's Report**, 10 Minutes
[City Manager's Report - July 13 2021 Business Meeting.docx](#)
[Admin Policy_Traffic Ops Commitee_Final.pdf](#)
[Telecommuting Policy.pdf](#)
[Telecommuting Eligibility Checklist.pdf](#)
5. **CONSENT AGENDA**

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

 - 5.A **(6:35 PM) Agenda Bill for Consent Agenda**, 5 Minutes

- 5.B Approve Accounts Payable and Payroll,**
PR Council Report 7-6-21.pdf
AP Report to Council of Cash Disbursements 07-14-21.pdf
- 5.C Approve City Council Meeting Minutes,**
City Council Study Session Minutes, June 15, 2021.pdf
City Council Regular Business Meeting Minutes, June 22, 2021.pdf
- 5.D Award Annual Roads Program Contract (\$425,634.40) - Public Works, 5 Minutes**
2021 Roads Project Contract.docx
2021 Annual Roads_Bid Form.docx
2021 Annual Roads Map.jpg
- 5.E Consider Approval of COVID Cleaning Professional Services Agreement Amendment No. 4 and Budget Amendment; \$24,624 - Public Works, 5 Minutes**
Amendment No. 4 Emergency COVID Cleaning Contract.docx
Janitorial COVID Original Agreement.pdf
Janitorial COVID PSA Amend No. 1.pdf
Janitorial COVID PSA Amend No. 2.pdf
COVID CLEANING AMEND 3_Executed.pdf
Resolution_No._2020-06_COVID-19 Emerg Proclamation_031020.pdf
- 5.F Consider Approval of City Hall Repairs Project Change Order No. 3 - Public Works,**
City Hall Repairs CO#3.xlsx
Meng Analysis CH Repair CO# 3 explanation.pdf
City Hall Repairs Orig & CO 1&2.pdf
- 5.G Approve Resolution No. 2021-11, Affirming the Proclamation Issued by the City Manager Terminating the March 9, 2020 Proclamation of Emergency Related to the COVID-19 Pandemic - Executive**
Resolution No. 2021-11 Terminating the COVID-19 Emergency Proclamation.docx
Proclamation of Emergency - COVID-19 - Executed 3-9-2020.pdf
Proclamation Terminating Emergency Proclamation.pdf
- 5.H Approve the Registered Sex Offender Address and Residency Verification Grant Memorandum of Understanding with the Kitsap County Sheriff's Office (\$1,000) - Police, 5 Minutes**
2021-22 WASPC KCSO Registered Sex Offender Grant MOU.pdf
- 5.I Authorize Salmon Recovery Funding Board Grant Sponsorship - Springbrook Creek Fish Passage Project (\$85,000 Grant; \$50,000 City Match) - Public Works, 5 Minutes**
WA RCO Authorization.pdf
WSPER 2021 Habitat Project List Proposed 6.2.2021.pdf
- 5.J Amend (Increase) Springbrook Creek Fish Passage Project Budget (\$85,000 Grant; \$50,000 City Match) and Authorize \$185,000 Budget Amendment - Public Works, 5 Minutes**
WA RCO Authorization.pdf
WSPER 2021 Habitat Project List Proposed 6.2.2021.pdf
Transportation CIP 2021-26.pdf

Stormwater CIP 2021-26.pdf

- 5.K **Increase City Manager's Change Order Authority for the Eagle Harbor Drive Phase II Non-Motorized Improvement Project (\$230,000.00)** 5 Minutes

CIP Project 1077 EH PH II.pdf

EH PH II X-Section Rev 202100708.pdf

- 5.L **Consider Canceling August 3, 2021 City Council Study Session for Council Recess,** 5 Minutes

6. FUTURE COUNCIL AGENDAS

- 6.A **(6:40 PM) Future Council Agendas,** 10 Minutes

Council Agenda Topics for Upcoming Meetings.pdf

7. UNFINISHED BUSINESS

- 7.A **(6:50 PM) Approve Ordinance No. 2021-21 Relating to Repealing Ordinance No. 2021-13 and Thereby Terminating Requirements Relating to Hazard Pay for Grocery Workers - Executive,** 5

Minutes

Ordinance No. 2021-21 Relating to Repealing Ordinance No. 2021-13 Regarding Hazard Pay for Grocery Workers

[For Background] Ordinance No. 2021-13 Relating to Hazard Pay for Grocery Workers

- 7.B **(6:55 PM) Approve Plastics and Waste Reduction Task Force Form and Appoint Councilmembers - Councilmember Deets,** 10 Minutes

Plastic and Waste Reduction Task Force.pdf

8. NEW BUSINESS

- 8.A **(7:05 PM) Consider Approval of Bond Delegation Ordinance No. 2021-19 Relating to the Refunding of \$2.95 Million of 2011 Limited Tax General Obligation Bonds - Finance,** 10 Minutes

Slides_for_CC_07132021.pptx

Ordinance 2021-19 Bond Ordinance City of Bainbridge Island LTGO Ref Bond, 2021.docx

REF2011B(BAINCITY) Refund 2011 LTGO (Bank Placement) 5.17.21.pdf

SOE City of Bainbridge Island 2021 LTGO Refunding.pdf

- 8.B **(7:15 PM) Consider Process for Addressing Kitsap County-owned Tax Title Properties - Public Works,** 30 Minutes

Tax Title Properties PW Staff Memo.docx

- 8.C **(7:45 PM) Consider Proposal to Purchase "Reflections" Artwork for \$11,500 and Authorize the Associated Expenditure from the Public Art Subfund - Public Art Committee,** 10 Minutes

Reflection Purchase Proposal Revised for CC 07132021

Public Art Subfund Update as of June 30, 2021 (preliminary)

- 8.D **(7:55 PM) Consider Confirmation of Recommended Appointments to the Environmental Technical Advisory Committee - Council,** 5 Minutes

Frazer - ETAC (Redacted).pdf

Gander - ETAC (Redacted).pdf
Harmon - ETAC (Redacted).pdf
Kossik - ETAC (Redacted).pdf
Kratzer - ETAC (Redacted).pdf

9. COUNCIL DISCUSSION

9.A (8:00 PM) Consider Removal of Councilmember Message from COBI Connects, 30 Minutes

10. COMMITTEE REPORTS - 8:30 PM

11. FOR THE GOOD OF THE ORDER - 8:35 PM

12. ADJOURNMENT - 8:45 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:10 PM) Instructions and Guidelines for Providing Public Comment at Remote Meetings - 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:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:



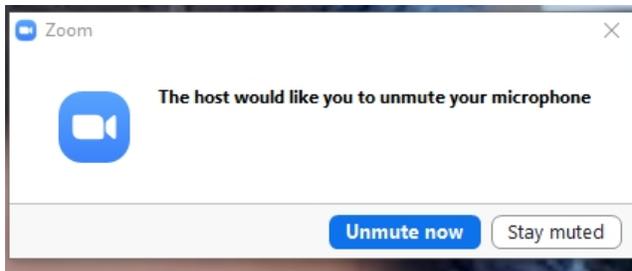
CITY OF
BAINBRIDGE ISLAND

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 or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions outlined below.

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

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



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

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

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

Excerpt from the Governance Manual regarding public comment:

5.6 Respect and Decorum

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

Councilmembers and the public shall obey the proper orders of the Presiding Officer of the meeting.

5.6.1 Orderly Behavior and Civility in Remarks

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

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

- (l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, or any other words considered “fighting words” under constitutional law.
- (m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2 Permission Required to Address the Council

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: City Manager's Report,

SUMMARY: Attached is a memorandum from the City Manager with an update for Council and the community.

AGENDA CATEGORY: Report

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[City Manager's Report - July 13 2021 Business Meeting.docx](#)

[Admin Policy Traffic Ops Commitee Final.pdf](#)

[Telecommuting Policy.pdf](#)

[Telecommuting Eligibility Checklist.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Memorandum

To: Honorable Mayor and Council

From: Blair King, City Manager

Date: July 13, 2021

Subject: City Manager Report
1) Administrative Policy – Traffic Operations Committee
2) Telecommuting Policy

This is to report on two administrative items that may be of interest to the City Council. Both items are within the administrative scope of the City Manager, and both are related to how city staff will organize itself and complete its tasks.

Traffic Operations Committee – In order to provide technically-based and objective review of issues or questions dealing with traffic operations, the City Manager has established a Traffic Operations Committee (see attached). This is an internal staff committee comprised of the Director of Public Works, Chief of Police, City Attorney, City Engineer, Deputy City Manager, and Planning Director. The committee is intended to meet regularly and conduct business in a formal fashion with meetings open to the public. The committee is charged with reviewing traffic operations issues and providing the City Manager with recommendations based upon applicable technical documents to address a full range of traffic and mobility issues associated with the public right-of-way.

It is envisioned as issues related to traffic, e.g., speed limits, traffic control signs, no parking, cross walks, speed humps, and other mobility issues, are presented to the City Manager for action or recommendation, either directly or via referrals from the City Council, they will be referred to the committee for a recommendation. The committee will be tasked with developing recommendations which the City Manager in turn will use to guide his/her recommendations to the City Council, or for implementation.

Telecommuting Policy – With the return to an open City Hall and regular city business hours, it has become clear that a more extensive telecommute and implementation policy is necessary to guide decisions concerning the many employee requests to telecommute. In part, the revised Telecommute Policy establishes performance expectations and standards for telecommuting (see attached). No employee will be allowed to telecommute full time. Although not contained in the policy, by practice, the most employees may telecommute is 40 percent of the work week. The policy and practices related to telecommuting is intended to balance the desire of employees to work remotely with the advantages of collaboration and team interaction that are experienced in an in-person work site.

	Administrative Policy	No.	XX
	Subject: Traffic Operations Committee	Date:	June 28, 2021
		Authority:	RCW 35A.13.080 – City Manager – Powers and duties

Committee Purpose:

The purpose of the committee is to provide the City Manager with a technically-based and objective approach to traffic operations issues as related to City-owned rights-of-way.

Committee Charge:

The committee is charged with reviewing traffic operations issues and providing the City Manager with recommendations that are based upon applicable technical documents such as federal, state and local standards and guidelines that address traffic/pedestrian/bicycle safety, traffic operations, traffic circulation, parking, and other mobility issues that may arise.

The intent of the committee is not to supplant established processes (such as development/ concurrency review) or over-ride the regulatory decision-making authority of the members, but to formalize, supplement, and add transparency to the decision-making process.

It is the intention of the City Manager to thoroughly review the recommendations of the committee, but it is understood that the City Council may or may not act in accordance with committee recommendations. It is acknowledged that there is exposure to legal liability when deviating from recognized standards and guidelines.

Committee Composition:

Public Works Director; Chief of Police; City Attorney; City Engineer; City Manager; Planning Director

Committee Meeting Support/Mechanics:

- Agenda Development
 - Meeting topics may originate from internal or external sources and may be added to the agenda by the City Manager, Public Works Department, Police Department or Planning and Community Development Department.
- Meeting Structure
 - Meetings shall occur on a regular basis (monthly);
 - Meeting agendas will be developed and posted in accordance with City policy;
 - Meeting minutes will be produced and posted in accordance with City policy;
 - The committee will rely on staff reports prepared and distributed with the agenda;
 - Final committee recommendations will be made in writing to the City Manager.
- Public Engagement
 - Members of the public will have the opportunity to attend the meetings and offer comments prior to the beginning of each meeting.

4.13 TELECOMMUTING

Telecommuting is a work arrangement in which work is performed at a remote location, such as an employee's home. By authorizing telecommuting where appropriate, the City endeavors to attract and retain a skilled and dedicated workforce, improve productivity, reduce some costs, contribute to traffic mitigation, and potentially support the reduction of greenhouse gases, while meeting the needs of the community. Telecommuting is voluntary and must be requested by employees as a possible work arrangement.

Department directors may authorize telecommuting when it is in the best interests of the City to do so, upon review of a Telecommuting Eligibility Checklist completed by the supervisor. Telecommuting is authorized on a case-by-case basis and may be discontinued by the City or the employee at any time for any reason. An authorization form must be signed by the employee, the employee's supervisor, and the employee's department director and filed with Human Resources prior to commencement.

Telecommuting is not appropriate for all employees or all types of work. No employee is entitled to, or guaranteed the opportunity to, telecommute. Supervisors and department directors may choose to not allow telecommuting for any reason. Telecommuting is not a substitute for dependent care. Telecommuting is not a replacement for the use of leave. Telecommuting employees are required to use leave as they would if they were working at the City onsite work location.

As a public employer whose taxpayers fund employee salaries, it is vital that City employees live in or near the city they serve. In addition, telecommuting employees may be called to report to their City onsite work location as needed. Therefore, all employees must reside in Washington and should reside in a reasonable distance to their City onsite work location.

Several factors are considered when reviewing a request to telecommute. See the Telecommuting Eligibility Checklist for more information.

The telecommuting work schedule will be determined between the employee and supervisor, and it is generally expected that the employee will telecommute on the same day(s) of the week each week. In general, the regular schedule will include a minimum of three days per week working at the City onsite work location. Requirements for in-person attendance can override telecommuting schedules at the supervisor's direction.

Expectations for accurate reporting of all work hours, timely completion of work, attendance at meetings, responsiveness and other performance and attendance criteria are the same regardless of work location.

The department director will approve the employee's telecommuting location (generally, the employee's home). A request to utilize an alternate location for a temporary or limited duration must be made in writing in advance, directed to the Human Resources Manager and department director. The director shall consult with the IT Manager or designee to address any security concerns with the alternate location prior to approval. The request for an alternate telecommuting location does not replace the requirement to utilize paid leave when needed.



TELECOMMUTING ELIGIBILITY CHECKLIST

Employee Name:

Date:

Position:

Department:

Instructions: Use this checklist to evaluate eligibility prior to authorizing a telework arrangement. Refer to the telecommuting policy (section 4.13 of the Employee Manual) for more information.

Are the duties of the position:

- independent in nature and primarily office work
- able to be performed away from the regular work location without diminishing the quality of service or work performance
- able to support internal/external customer service and communication needs using methods other than face-to-face interaction

Do the specific work demands:

- allow for limited or infrequent in-person interaction, at least on a limited basis
- have clearly defined tasks or deliverables which can be monitored
- not require the daily use of specialized technologies or equipment located in the regular work location
- lend themselves to a paperless work environment

Is the employee on a performance improvement plan, or has the employee been on a performance improvement plan in the last 6 months? Yes No

Does the employee consistently demonstrate:

- compliance with all organizational and departmental policies and work rules
- effective communication with supervisors, coworkers and customers
- the ability to work with minimal supervision
- effective time management
- the ability to achieve and maintain a high level of skill and knowledge of the job
- the ability to prioritize work and meet deadlines

Is the employee able to ensure:

- reliable internet connectivity and speed to support work demands and position being available online and by telephone during all telecommuting work hours
- compliance with confidentiality and public record requirements
- a safe workspace that offers minimal interruptions/distractions affecting work performance

Is the primary teleworking location:

- mutually agreed upon by City and employee

Additional departmental eligibility requirements:

Review completed by:

Date:

Approved: Yes No

Notes:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:35 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

- B. Approve Accounts Payable and Payroll
- C. Approve City Council Meeting Minutes
- D. Award Annual Roads Program Contract (\$425,634.40)
- E. Consider Approval of COVID Cleaning Professional PSA Amendment No. 4 and Budget Amendment, \$24,624
- F. Consider Approval of City Hall Repairs Change Order No. 3
- G. Approve Resolution No. 2021-11, Affirming the Proclamation Issued by the City Manager Terminating the March 9, 2020 Proclamation of Emergency
- H. Approve the Registered Sex Offender Address and Residency Verification Grant Memorandum of Understanding with the Kitsap County Sherriff's Office
- I. Authorize Salmon Recovery Funding Board Grant Sponsorship - Springbrook Creek Fish Passage Project (\$85,000 Grant; \$50,000 City Match)
- J. Amend (Increase) Springbrook Creek Fish Passage Project Budget (\$85,000 Grant; \$50,000 City Match) and Authorize the \$185,000 Budget Amendment
- K. Increase City Manager's Change Order Authority for the Eagle Harbor Phase II Non-Motorized Improvement Project (\$230,000)
- L. Consider Canceling August 3, 2021 City Council Study Session for Council Recess

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

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

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME:

AGENDA ITEM: Approve Accounts Payable and Payroll,

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve accounts payable and payroll.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[PR Council Report 7-6-21.pdf](#)

[AP Report to Council of Cash Disbursements 07-14-21.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 7 - 06 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	7/6/2021	51375 - 51504	Regular check run (Direct Dep)	313,141.47
Normal	7/7/2021	109636	Regular check run (Paper Checks)	2,026.09
Vendor	7/8/2021	109637 - 109647	Vendor check run (Paper Checks)	368,750.22
EFTPS	7/9/2021	N/A	Federal Tax Electronic Transfer	115,288.91
			TOTAL:	799,206.69

Prepared and Reviewed by:  Date 7-2-21
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 7/2/21
Kim Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: June 21, 2021 - July 12, 2021

CITY COUNCIL: June 22, 2021 - July 13, 2021

Last check from previous run: 356677 dated 06/23/2021 issued to Island Fitness for \$148.14.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	6/25/21	443	WA State DOR/Excise taxes - May 2021	12,877.85
ACH	6/25/21	444	COBI/Utility billing - June 2021	6,570.61
ACH	6/25/21	445	WA State DOL/Firearm permits - June 2021	610.00
VOID	7/14/21	356814	Toshiba/Input error - void for reissue	N/A
VOID	7/14/21	356816	US Bank/Wrong vendor - void	N/A
Manual	6/23/21	356678	EX/Jeanette Alexander/RETC sign graphics	940.00
Manual	6/23/21	356679	POL,IT/AT&T/Wireless charges	1,773.18
Manual	6/23/21	356680	EX/Bainbridge Chorale/Cultural funding	2,500.00
Manual	6/23/21	356681	Bainbridge Disposal/Commons disposal services - May 2021	170.89
Manual	6/23/21	356682	EX/BI Boys & Girls Club/Community services funding	8,750.00
Manual	6/23/21	356683	Centurylink/Weaver PRV water telemetry - June 2021	58.32
Manual	6/23/21	356684	Puget Sound Energy/Green power contract - June 2021	812.00
Manual	6/23/21	356685	WA Water Service/Decant facility water - June 2021	160.14
Manual	6/25/21	356686	EX/Fumi Amano/Something New Phase III installment #3	150.00
Manual	6/25/21	356687	EX/Linda McJunkin/Something New Phase III installment #3	150.00
Manual	7/1/21	356688	PW/Island Hands/Janitorial services - June 2021	22,078.09
Manual	7/1/21	356689	EX/Ovation!/Cultural funding	6,000.00
Manual	7/1/21	356690	ENG/Seton Construction/Wyatt Way & Eagle Harbor	176,377.07
Manual	7/1/21	356691	PW/Solenis/Praestol - WWTP	4,692.67
Manual	7/7/21	356692	Centurylink/Citywide telemetry & fax - June 2021	3,036.54
Manual	7/7/21	356693	Puget Sound Energy/184 Winslow Way E	11.05

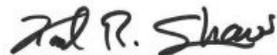
Total Manual Checks and Electronic Disbursements	247,718.41
---------------------------------------------------------	-------------------

Regular Run	7/14/21	356694-356824	Total Regular Check Run	567,231.85
Total Disbursements				814,950.26

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

7/9/2021

Date

06/25/2021 12:51
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

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

						INVOICE DTL DESC			
443	06/25/2021	MANL	124 WA ST DEPT OF REVENU	248975	MAY21	05/31/2021		EFT0625	12,877.85
	Invoice: MAY21								
				476.78	91411341	553000	MAY 2021 EXCISE		
				493.42	91421351	553000	FINANCE - WATER EXTRNL TAXES		
				7,273.07	91421351	553000	FINANCE - SEWER - EXTRNL TAXES		
				8.03	91411341	553000	FINANCE - WATER EXTRNL TAXES		
				2,982.57	91431383	553000	FINANCE - SSWM - EXTRNL TAXES		
				4,944.45	91411341	553000	FINANCE - WATER EXTRNL TAXES		
				-4,944.45	91411341	553000	FINANCE - WATER EXTRNL TAXES		
				745.58	91421351	553000	FINANCE - SEWER - EXTRNL TAXES		
				-745.58	91421351	553000	FINANCE - SEWER - EXTRNL TAXES		
				24.29	31011131	531100	EX-GF-SUPPLIES		
				9.81	31011256	531100	EX-GF-EMERG PREP-SUPPLIES		
				1,597.12	44011141	545000	RENTS & LEASES - OPERATING		
				8.96	51011191	531100	PD-C/E-PROP RM-SUPPLIES		
				3.80	63470586	531100	CUR PLAN-DEV-ZONING-SUPPLIES		

CHECK 443 TOTAL: 12,877.85

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 12,877.85

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	12,877.85

*** GRAND TOTAL *** 12,877.85

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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	306									
APP	401-213000		06/25/2021	EFT0625	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		484.81	
APP	635-111100		06/25/2021	EFT0625	EXCISE			CASH AP CASH DISBURSEMENTS JOURNAL			12,877.85
APP	402-213000		06/25/2021	EFT0625	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		7,766.49	
APP	403-213000		06/25/2021	EFT0625	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,982.57	
APP	001-213000		06/25/2021	EFT0625	EXCISE			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,640.18	
APP	407-213000		06/25/2021	EFT0625	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3.80	
GENERAL LEDGER TOTAL										12,877.85	12,877.85
APP	631-130000		06/25/2021	EFT0625	EXCISE			DUE TO/FROM CLEARING		12,877.85	
APP	401-130000		06/25/2021	EFT0625	EXCISE			DUE TO/FROM CLEARING			484.81
APP	402-130000		06/25/2021	EFT0625	EXCISE			DUE TO/FROM CLEARING			7,766.49
APP	403-130000		06/25/2021	EFT0625	EXCISE			DUE TO/FROM CLEARING			2,982.57
APP	001-130000		06/25/2021	EFT0625	EXCISE			GENERAL - DUE TO/FROM CLEARING			1,640.18
APP	407-130000		06/25/2021	EFT0625	EXCISE			DUE TO/FROM CLEARING			3.80
SYSTEM GENERATED ENTRIES TOTAL										12,877.85	12,877.85
JOURNAL 2021/06/306 TOTAL										25,755.70	25,755.70

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 6	306	06/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	1,640.18	1,640.18
				FUND TOTAL	1,640.18	1,640.18
401 WATER OPERATING FUND 401-130000 401-213000	2021 6	306	06/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	484.81	484.81
				FUND TOTAL	484.81	484.81
402 SEWER OPERATING FUND 402-130000 402-213000	2021 6	306	06/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	7,766.49	7,766.49
				FUND TOTAL	7,766.49	7,766.49
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 6	306	06/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,982.57	2,982.57
				FUND TOTAL	2,982.57	2,982.57
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2021 6	306	06/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3.80	3.80
				FUND TOTAL	3.80	3.80
631 CLEARING FUND 631-130000 635-111100	2021 6	306	06/25/2021	DUE TO/FROM CLEARING CASH	12,877.85	12,877.85
				FUND TOTAL	12,877.85	12,877.85

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,640.18
401	WATER OPERATING FUND		484.81
402	SEWER OPERATING FUND		7,766.49
403	STORM & SURFACE WATER FUND		2,982.57
407	BUILDING & DEVELOPMENT FUND		3.80
631	CLEARING FUND		
		12,877.85	
	TOTAL	12,877.85	12,877.85

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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											
444	06/25/2021	MANL	103 CITY OF BAINBRIDGE I	248976	10717JUN21	06/01/2021		ACH-UB06	136.24		
Invoice: 10717JUN21				136.24	91011722 547500	1270 MADISON		GG-C/E-LIBRARY-COBI WTR/SWR			
Invoice: 10727JUN21				248977	10727JUN21	06/01/2021		ACH-UB06	2,167.88		
Invoice: 11015JUN21				2,167.88	91011722 547500	1270 MADISON		GG-C/E-LIBRARY-COBI WTR/SWR			
Invoice: 11122JUN21				248978	11015JUN21	06/01/2021		ACH-UB06	418.76		
Invoice: 11762JUN21				418.76	91425358 547500	1220 DONALD PL		GG-WWTP-WATER/SEWER			
Invoice: 11805JUN21				248979	11122JUN21	06/01/2021		ACH-UB06	393.00		
Invoice: 11806JUN21				393.00	91011215 547500	625 WINSLOW WAY		GG-C/E-PD-COBI WTR/SWR			
Invoice: 11982JUN21				248980	11762JUN21	06/01/2021		ACH-UB06	24.90		
Invoice: 11983JUN21				24.90	91011768 547500	WINSLOW WAY-DRINKING FTN		GG-C/E-PARKS-WTR/SWR			
Invoice: 12754JUN21				248983	11805JUN21	06/01/2021		ACH-UB06	17.50		
Invoice: 12893JUN21				17.50	91011768 547500	HS & MADISON		GG-C/E-PARKS-WTR/SWR			
Invoice: 12894JUN21				248984	11806JUN21	06/01/2021		ACH-UB06	8.18		
Invoice: 13145JUN21				8.18	91011768 547500	MADISON & HS		GG-C/E-PARKS-WTR/SWR			
Invoice: 12754JUN21				248985	11982JUN21	06/01/2021		ACH-UB06	760.76		
Invoice: 12893JUN21				760.76	91011189 547500	280 MADISON AVE N		GG-C/E-CITY HALL-COBI WTR/SWR			
Invoice: 12754JUN21				248986	11983JUN21	06/01/2021		ACH-UB06	341.95		
Invoice: 12893JUN21				341.95	91011189 547500	280 MADISON AVE N		GG-C/E-CITY HALL-COBI WTR/SWR			
Invoice: 12893JUN21				248988	12754JUN21	06/01/2021		ACH-UB06	281.15		
Invoice: 12893JUN21				281.15	91011768 547500	WINSLOW WAY E		GG-C/E-PARKS-WTR/SWR			
Invoice: 12893JUN21				248989	12893JUN21	06/01/2021		ACH-UB06	479.90		
Invoice: 12894JUN21				479.90	71011183 54750000724	8804 MADISON AVE N		PD/COURT BLDG NON CAP-WTR/SWR			
Invoice: 12894JUN21				248990	12894JUN21	06/01/2021		ACH-UB06	88.27		
Invoice: 13145JUN21				88.27	71011183 54750000724	8804 MADISON AVE N		PD/COURT BLDG NON CAP-WTR/SWR			
Invoice: 13145JUN21				248991	13145JUN21	06/01/2021		ACH-UB06	1,416.84		
Invoice: 13145JUN21				1,416.84	91111262 547500	HWY 305-STO		GG-STREETS-TRAILS-CITY WTR/SWR			

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A/P CASH DISBURSEMENTS JOURNAL

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
Invoice: 13227									
				248992	13227	06/01/2021		ACH-UB06	35.28
				35.28	91111262 547500	GG-STREETS-TRAILS-CITY		WTR/SWR	
						CHECK		444 TOTAL:	6,570.61
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			6,570.61
						COUNT		AMOUNT	
				TOTAL MANUAL CHECKS		1		6,570.61	
								*** GRAND TOTAL ***	6,570.61

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A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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YEAR	PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	6	307										
APP	001-213000			06/25/2021	ACH-UB06	UB			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,699.73	
APP	635-111100			06/25/2021	ACH-UB06	UB			CASH AP CASH DISBURSEMENTS JOURNAL			6,570.61
APP	402-213000			06/25/2021	ACH-UB06	UB			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		418.76	
APP	101-213000			06/25/2021	ACH-UB06	UB			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,452.12	
GENERAL LEDGER TOTAL											6,570.61	6,570.61
APP	631-130000			06/25/2021	ACH-UB06	UB			DUE TO/FROM CLEARING		6,570.61	
APP	001-130000			06/25/2021	ACH-UB06	UB			GENERAL - DUE TO/FROM CLEARING			4,699.73
APP	402-130000			06/25/2021	ACH-UB06	UB			DUE TO/FROM CLEARING			418.76
APP	101-130000			06/25/2021	ACH-UB06	UB			STREETS - DUE TO/FROM CLEARING			1,452.12
SYSTEM GENERATED ENTRIES TOTAL											6,570.61	6,570.61
JOURNAL 2021/06/307 TOTAL											13,141.22	13,141.22

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 6	307	06/25/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	4,699.73	4,699.73
				FUND TOTAL	4,699.73	4,699.73
101 STREET FUND 101-130000 101-213000	2021 6	307	06/25/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	1,452.12	1,452.12
				FUND TOTAL	1,452.12	1,452.12
402 SEWER OPERATING FUND 402-130000 402-213000	2021 6	307	06/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	418.76	418.76
				FUND TOTAL	418.76	418.76
631 CLEARING FUND 631-130000 635-111100	2021 6	307	06/25/2021	DUE TO/FROM CLEARING CASH	6,570.61	6,570.61
				FUND TOTAL	6,570.61	6,570.61

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		4,699.73
101	STREET FUND		1,452.12
402	SEWER OPERATING FUND		418.76
631	CLEARING FUND		
		6,570.61	
TOTAL		6,570.61	6,570.61

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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	308									
APP	650-213000		06/25/2021	ACH-06FA	FA			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		610.00	
APP	635-111100		06/25/2021	ACH-06FA	FA			CASH AP CASH DISBURSEMENTS JOURNAL			610.00
GENERAL LEDGER TOTAL										610.00	610.00
APP	631-130000		06/25/2021	ACH-06FA	FA			DUE TO/FROM CLEARING		610.00	
APP	650-130000		06/25/2021	ACH-06FA	FA			DUE TO/FROM CLEARING			610.00
SYSTEM GENERATED ENTRIES TOTAL										610.00	610.00
JOURNAL 2021/06/308 TOTAL										1,220.00	1,220.00

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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 6	308	06/25/2021	DUE TO/FROM CLEARING CASH	610.00	610.00
				FUND TOTAL	610.00	610.00
650 AGENCY FUND 650-130000 650-213000	2021 6	308	06/25/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	610.00	610.00
				FUND TOTAL	610.00	610.00

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JOURNAL ENTRIES TO BE CREATED

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FUND		DUE TO	DUE FROM
631	CLEARING FUND	610.00	
650	AGENCY FUND		610.00
	TOTAL	610.00	610.00

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A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356678	06/23/2021	PRTD	1990 JEANETTE ALEXANDER	248967	5793	03/06/2021	M062321	940.00
	Invoice: 5793					EX/RETC SIGN GRAPHICS		
				940.00	31011572	54245001064 RETF-COMMUNITY OUTREACH		
						CHECK	356678 TOTAL:	940.00
356679	06/23/2021	PRTD	6420 AT&T MOBILITY	248968	287287004732X061921	06/11/2021	M062321	1,773.18
	Invoice: 287287004732X061921					POL,IT/WIRELESS CHARGES		
				62.22	91011189	542100		
				1,710.96	91011215	542100		
						GG-C/E-CITY HALL-PHONE		
						GG-C/E-PD-PHONE		
						CHECK	356679 TOTAL:	1,773.18
356680	06/23/2021	PRTD	8904 BAINBRIDGE CHORALE	248969	S20211	05/14/2021	M062321	2,500.00
	Invoice: S20211					Q420, Q121 CULTURAL FUNDING		
				2,500.00	31011732	54110000297 EX-GF-CULTURAL ARTS & SCIENCES		
						CHECK	356680 TOTAL:	2,500.00
356681	06/23/2021	PRTD	47 BAINBRIDGE DISPOSAL	248974	0001091929	05/31/2021	M062321	170.89
	Invoice: 0001091929					DISPOSAL SVCS SS/COMMONS		
				170.89	91011755	547900		
						GG-C/E-COMMONS-GARBAGE		
						CHECK	356681 TOTAL:	170.89
356682	06/23/2021	PRTD	5016 BAINBRIDGE ISLAND BO	248970	Q12021	04/23/2021	M062321	8,750.00
	Invoice: Q12021					2021 COMMUNITY SERVICES FUNDIN		
				8,750.00	31017670	54110000297 EX-BI CHILD CARE/B&G CLUB		
						CHECK	356682 TOTAL:	8,750.00
356683	06/23/2021	PRTD	551 CENTURYLINK	248971	6124JUN21	06/16/2021	M062321	58.32
	Invoice: 6124JUN21					WEAVER PRV WATER TELEM		
				58.32	91411891	542100		
						GG-WTR-FAC-PHONE		
						CHECK	356683 TOTAL:	58.32
356684	06/23/2021	PRTD	1205 PUGET SOUND ENERGY	248972	220001187	06/18/2021	M062321	812.00
	Invoice: 220001187					JUN21 GREEN POWER CONTRACT		
				812.00	91011189	547101		
						ELECTRIC-GREEN POWER		
						CHECK	356684 TOTAL:	812.00

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A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356685	06/23/2021	PRTD	5271 WASHINGTON WATER SER	248973	4815979187-JUN21	06/16/2021	M062321	160.14
	Invoice: 4815979187-JUN21			160.14	91435838 547500	DECANT FACILITY WATER GG-DECANT-WATER/SEWER		
						CHECK	356685 TOTAL:	160.14
				NUMBER OF CHECKS	8	*** CASH ACCOUNT TOTAL ***		15,164.53
						<u>COUNT</u>	<u>AMOUNT</u>	
				TOTAL PRINTED CHECKS		8	15,164.53	
						*** GRAND TOTAL ***		15,164.53

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JOURNAL ENTRIES TO BE CREATED

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YEAR	PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	6	230										
APP	001-213000			06/23/2021	M062321	062321			GENERAL - ACCOUNTS PAYABLE		14,946.07	
									AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100			06/23/2021	M062321	062321			CASH			15,164.53
									AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000			06/23/2021	M062321	062321			ACCOUNTS PAYABLE		58.32	
									AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000			06/23/2021	M062321	062321			ACCOUNTS PAYABLE		160.14	
									AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL											15,164.53	15,164.53
APP	631-130000			06/23/2021	M062321	062321			DUE TO/FROM CLEARING		15,164.53	
APP	001-130000			06/23/2021	M062321	062321			GENERAL - DUE TO/FROM CLEARING			14,946.07
APP	401-130000			06/23/2021	M062321	062321			DUE TO/FROM CLEARING			58.32
APP	403-130000			06/23/2021	M062321	062321			DUE TO/FROM CLEARING			160.14
SYSTEM GENERATED ENTRIES TOTAL											15,164.53	15,164.53
JOURNAL 2021/06/230 TOTAL											30,329.06	30,329.06

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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	230	06/23/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	14,946.07	14,946.07
				FUND TOTAL	14,946.07	14,946.07
401 WATER OPERATING FUND 401-130000 401-213000	2021 6	230	06/23/2021	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 6	230	06/23/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	160.14	160.14
				FUND TOTAL	160.14	160.14
631 CLEARING FUND 631-130000 635-111100	2021 6	230	06/23/2021	DUE TO/FROM CLEARING CASH	15,164.53	15,164.53
				FUND TOTAL	15,164.53	15,164.53

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		14,946.07
401	WATER OPERATING FUND		58.32
403	STORM & SURFACE WATER FUND		160.14
631	CLEARING FUND	15,164.53	
	TOTAL	15,164.53	15,164.53

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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								
356686	06/25/2021	PRTD	9580 FUMI AMANO	248994	INSTALLMENT#3	06/23/2021	M062521	150.00
Invoice: INSTALLMENT#3								
				150.00	31024759 54110001011	SOMETHING NEW III: SHAPE OF MEMORY SOMETHING NEW PH2-PROF SVCS		
							CHECK 356686 TOTAL:	150.00
356687	06/25/2021	PRTD	8946 LINDA J. MCJUNKIN, L	248995	INSTALLMENT#3	06/23/2021	M062521	150.00
Invoice: INSTALLMENT#3								
				150.00	31024759 54110001011	SOMETHING NEW III: FOSSIL III SOMETHING NEW PH2-PROF SVCS		
							CHECK 356687 TOTAL:	150.00
				NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***		300.00
						COUNT	AMOUNT	
				TOTAL PRINTED CHECKS		2	300.00	
							*** GRAND TOTAL ***	300.00

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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	305									
APP	001-213000		06/25/2021	M062521	062521			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		300.00	
APP	635-111100		06/25/2021	M062521	062521			CASH AP CASH DISBURSEMENTS JOURNAL			300.00
GENERAL LEDGER TOTAL										300.00	300.00
APP	631-130000		06/25/2021	M062521	062521			DUE TO/FROM CLEARING		300.00	
APP	001-130000		06/25/2021	M062521	062521			GENERAL - DUE TO/FROM CLEARING			300.00
SYSTEM GENERATED ENTRIES TOTAL										300.00	300.00
JOURNAL 2021/06/305 TOTAL										600.00	600.00

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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	305	06/25/2021			
	001-130000					GENERAL - DUE TO/FROM CLEARING		300.00
	001-213000					GENERAL - ACCOUNTS PAYABLE	300.00	
						FUND TOTAL	300.00	300.00
631	CLEARING FUND	2021	6	305	06/25/2021			
	631-130000					DUE TO/FROM CLEARING	300.00	
	635-111100					CASH		300.00
						FUND TOTAL	300.00	300.00

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FUND		DUE TO	DUE FROM
001	GENERAL FUND		300.00
631	CLEARING FUND	300.00	
TOTAL		300.00	300.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
356688	07/01/2021	PRTD	8646 ISLAND HANDS	248997	2125	06/21/2021	M070121	8,208.00
Invoice: 2125								
				7,961.76	73011183	54810101069	EMERGENCY JANITORIAL- COVID-19	
				246.24	73425358	54810101069	COVID19-EXTRA JANITORIAL	
							COVID19-SWR-EXTRA JANITORIAL	
				248998	2126	06/21/2021	M070121	13,870.09
Invoice: 2126								
				13,662.03	73011183	54110000269	2020-2023 JANITORIAL CONTRACT	
				208.06	73425358	54110000269	JANITORIAL CONTRACT-PRO SVCS	
							JANITORIAL CONTRACT-PRO SVCS	
						CHECK	356688 TOTAL:	22,078.09
356689	07/01/2021	PRTD	8895 OVATION! PERFORMING	248999	COBI.#10/COBI.#11	05/21/2021	M070121	6,000.00
Invoice: COBI.#10/COBI.#11								
				6,000.00	31011732	54110000297	CULTURAL FUNDING	
							EX-GF-CULTURAL ARTS & SCIENCES	
						CHECK	356689 TOTAL:	6,000.00
356690	07/01/2021	PRTD	1488 SETON CONSTRUCTION I	249006	PAYREQ11-708	06/25/2021	20200027 M070121	159,159.57
Invoice: PAYREQ11-708								
				159,159.57	72413434	66300000708	WYATT WAY RECONSTRUCTION	
							WYATT-MAD TO LOVELL-WTR-CONSTR	
				249007	PAYREQ1-1077	06/15/2021	M070121	17,217.50
Invoice: PAYREQ1-1077								
				17,217.50	72334562	66300001077	EH PH2 SHOULDER WIDENING	
							C40-EAGLE HARBOR PH2-CONSTR	
						CHECK	356690 TOTAL:	176,377.07
356691	07/01/2021	PRTD	8040 SOLENIS LLC	249000	13181555	05/26/2021	M070121	4,692.67
Invoice: 13181555								
				4,692.67	73425358	531100	PW/PRAESTOL	
							O&M-WWTP-SUPPLIES	
						CHECK	356691 TOTAL:	4,692.67
						NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***
								209,147.83
						COUNT		AMOUNT
						TOTAL PRINTED CHECKS	4	209,147.83
								*** GRAND TOTAL ***
								209,147.83

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	7	6									
APP	001-213000		07/01/2021	M070121	070121			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		27,623.79	
APP	635-111100		07/01/2021	M070121	070121			CASH AP CASH DISBURSEMENTS JOURNAL			209,147.83
APP	402-213000		07/01/2021	M070121	070121			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,146.97	
APP	401-213000		07/01/2021	M070121	070121			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		159,159.57	
APP	301-213000		07/01/2021	M070121	070121			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		17,217.50	
GENERAL LEDGER TOTAL										209,147.83	209,147.83
APP	631-130000		07/01/2021	M070121	070121			DUE TO/FROM CLEARING		209,147.83	
APP	001-130000		07/01/2021	M070121	070121			GENERAL - DUE TO/FROM CLEARING			27,623.79
APP	402-130000		07/01/2021	M070121	070121			DUE TO/FROM CLEARING			5,146.97
APP	401-130000		07/01/2021	M070121	070121			DUE TO/FROM CLEARING			159,159.57
APP	301-130000		07/01/2021	M070121	070121			DUE TO/FROM CLEARING			17,217.50
SYSTEM GENERATED ENTRIES TOTAL										209,147.83	209,147.83
JOURNAL 2021/07/6 TOTAL										418,295.66	418,295.66

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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 7	6	07/01/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	27,623.79	27,623.79
				FUND TOTAL	27,623.79	27,623.79
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 7	6	07/01/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	17,217.50	17,217.50
				FUND TOTAL	17,217.50	17,217.50
401 WATER OPERATING FUND 401-130000 401-213000	2021 7	6	07/01/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	159,159.57	159,159.57
				FUND TOTAL	159,159.57	159,159.57
402 SEWER OPERATING FUND 402-130000 402-213000	2021 7	6	07/01/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5,146.97	5,146.97
				FUND TOTAL	5,146.97	5,146.97
631 CLEARING FUND 631-130000 635-111100	2021 7	6	07/01/2021	DUE TO/FROM CLEARING CASH	209,147.83	209,147.83
				FUND TOTAL	209,147.83	209,147.83

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		27,623.79
301	CAPITAL CONSTRUCTION FUND		17,217.50
401	WATER OPERATING FUND		159,159.57
402	SEWER OPERATING FUND		5,146.97
631	CLEARING FUND	209,147.83	
	TOTAL	209,147.83	209,147.83

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JOURNAL ENTRIES TO BE CREATED

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YEAR	PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	7	28										
APP	402-213000			07/07/2021	M070721	070721			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,565.46	
APP	635-111100			07/07/2021	M070721	070721			CASH AP CASH DISBURSEMENTS JOURNAL			3,047.59
APP	401-213000			07/07/2021	M070721	070721			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		850.50	
APP	001-213000			07/07/2021	M070721	070721			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		631.63	
GENERAL LEDGER TOTAL											3,047.59	3,047.59
APP	631-130000			07/07/2021	M070721	070721			DUE TO/FROM CLEARING		3,047.59	
APP	402-130000			07/07/2021	M070721	070721			DUE TO/FROM CLEARING			1,565.46
APP	401-130000			07/07/2021	M070721	070721			DUE TO/FROM CLEARING			850.50
APP	001-130000			07/07/2021	M070721	070721			GENERAL - DUE TO/FROM CLEARING			631.63
SYSTEM GENERATED ENTRIES TOTAL											3,047.59	3,047.59
JOURNAL 2021/07/28 TOTAL											6,095.18	6,095.18

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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 7	28	07/07/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	631.63	631.63
				FUND TOTAL	631.63	631.63
401 WATER OPERATING FUND 401-130000 401-213000	2021 7	28	07/07/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	850.50	850.50
				FUND TOTAL	850.50	850.50
402 SEWER OPERATING FUND 402-130000 402-213000	2021 7	28	07/07/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,565.46	1,565.46
				FUND TOTAL	1,565.46	1,565.46
631 CLEARING FUND 631-130000 635-111100	2021 7	28	07/07/2021	DUE TO/FROM CLEARING CASH	3,047.59	3,047.59
				FUND TOTAL	3,047.59	3,047.59

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A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		631.63
401	WATER OPERATING FUND		850.50
402	SEWER OPERATING FUND		1,565.46
631	CLEARING FUND		
		3,047.59	
	TOTAL	3,047.59	3,047.59

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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		
356694	07/14/2021	PRTD	5 ACE HARDWARE	249001	48843/1	06/03/2021	07/11/21	37.04
	Invoice: 48843/1					PW/CABLES		
				37.04	73421355 531100	WIN COLL-SUPPLIES		
	Invoice: 48851/1			249002	48851/1	06/04/2021	07/11/21	47.93
				47.93	73431835 531100	PW/CULVERT MX SUPPLIES		
						OFFICE SUPPLIES		
	Invoice: 48865/1			249003	48865/1	06/07/2021	07/11/21	4.35
				4.35	73111427 531100	PW/SPRAYPAINT		
						OFFICE SUPPLIES		
	Invoice: 48873/1			249004	48873/1	06/08/2021	07/11/21	34.30
				34.30	73411345 531100	PW/WELL SITE MX SUPPLIES		
						OFFICE SUPPLIES		
	Invoice: 48881/1			249005	48881/1	06/09/2021	07/11/21	77.44
				77.44	73415345 531100	PW/ROCKAWAY WELL MX SUPPLIES		
						OFFICE SUPPLIES		
	Invoice: 48885/1			249008	48885/1	06/10/2021	07/11/21	5.20
				5.20	73421355 531100	PW/FASTENERS		
						WIN COLL-SUPPLIES		
	Invoice: 48886/1			249009	48886/1	06/10/2021	07/11/21	8.67
				8.67	73421355 531100	PW/FASTENERS		
						WIN COLL-SUPPLIES		
	Invoice: 48907/1			249010	48907/1	06/14/2021	07/11/21	21.78
				21.78	73011183 531100	PW/CAULK		
						O&M-C/E-CH FAC-SUPPLIES		
	Invoice: 48922/1			249011	48922/1	06/15/2021	07/11/21	113.29
				113.29	73425358 531100	PW/BOARDS, MOUNTING TAPE		
						O&M-WWTP-SUPPLIES		
	Invoice: 48925/1			249012	48925/1	06/16/2021	07/11/21	66.42
				66.42	73425358 531100	PW/LABELER, MOUNTING TAPE, SPRAYER		
						O&M-WWTP-SUPPLIES		
	Invoice: 48935/1			249013	48935/1	06/17/2021	07/11/21	19.60
				19.60	73111264 531100	PW/DUCT TAPE		
						O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 48937/1			249014	48937/1	06/17/2021	07/11/21	18.51
				18.51	73011183 531100	PW/HOSE, COUPLING		
						O&M-C/E-CH FAC-SUPPLIES		
	Invoice: 48943/1			249015	48943/1	06/18/2021	07/11/21	14.78
				14.78	73431835 531100	PW/CLAMPS, COUPLINGS		
						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		
Invoice: 48975/1				249052	48975/1	06/24/2021	07/11/21	104.61
				104.61	73411345 531100	PW/BOX FAN, EXTENSION CORD OFFICE SUPPLIES		
Invoice: 48985/1				249053	48985/1	06/25/2021	07/11/21	56.63
				56.63	73411345 531100	PW/MX SUPPLIES OFFICE SUPPLIES		
Invoice: 48988/1				249054	48988/1	06/26/2021	07/11/21	126.39
				126.39	73411345 531100	PW/POWER CORD, BOX FAN OFFICE SUPPLIES		
Invoice: 48989/1				249055	48989/1	06/27/2021	07/11/21	69.28
				69.28	73411345 531100	PW/FISH TAPE, BRASS STRIPS, SNAKE OFFICE SUPPLIES		
Invoice: 49017/1				249056	49017/1	07/01/2021	07/11/21	22.87
				22.87	73421355 531100	PW/LEAF SKIMMER HEAD, HANDLE WIN COLL-SUPPLIES		
Invoice: 49018/1				249057	49018/1	07/01/2021	07/11/21	26.14
				26.14	73011183 531100	PW/AUGER, DRAIN CLEANER O&M-C/E-CH FAC-SUPPLIES		
Invoice: 49019/1				249058	49019/1	07/01/2021	07/11/21	23.93
				23.93	73421355 531100	PW/PEN LIGHT, DAWN ULTRA WIN COLL-SUPPLIES		
						CHECK	356694 TOTAL:	899.16
356695	07/14/2021	PRTD	7726 AIR MANAGEMENT SOLUT	249017	0001135215	06/24/2021	07/11/21	4,061.11
		Invoice: 0001135215		4,061.11	73011183 54810000707	PW/CITY HALL HVAC REPAIR CH HVAC-REPAIRS		
Invoice: 0001135368				249018	0001135368	06/24/2021	07/11/21	1,860.25
				1,860.25	73011183 54810000707	PW/CITY HALL HVAC REPAIR CH HVAC-REPAIRS		
						CHECK	356695 TOTAL:	5,921.36
356696	07/14/2021	PRTD	7994 PENINSULA SERVICES	249019	97820	05/31/2021	07/11/21	32.00
		Invoice: 97820		32.00	21011125 541100	CRT/MOVIILE SHREDDING COURT - PROFESSIONAL SERVICES		
Invoice: 97821				249021	97821	05/31/2021	07/11/21	64.00
				64.00	51011211 541100	POL/MOBIILE SHREDDING PD-C/E-ADM-PROF SVCS		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK		356696 TOTAL:	96.00
356697	07/14/2021	PRTD	8395 ALL TRAFFIC SOLUTION	249024	SIN025317	03/31/2020	07/11/21	90.00
			Invoice: SIN025317			POL/TAX ONLY		
				90.00	51011217	548500	PD-C/E-PARKING ENF-COMP SUPPOR	
					CHECK		356697 TOTAL:	90.00
356698	07/14/2021	PRTD	8395 ALL TRAFFIC SOLUTION	249025	SIN027582	12/29/2020	07/11/21	90.00
			Invoice: SIN027582			POL/TAX ONLY		
				90.00	51011217	548500	PD-C/E-PARKING ENF-COMP SUPPOR	
					CHECK		356698 TOTAL:	90.00
356699	07/14/2021	PRTD	8991 ALLIANCE 2020, INC	249026	5831311	06/30/2021	07/11/21	208.62
			Invoice: 5831311			HR/BACKGROUNG CHECKS		
				208.62	33011161	541100	HR-C/E-PROF SVCS	
					CHECK		356699 TOTAL:	208.62
356700	07/14/2021	PRTD	8672 ALLSTREAM	249256	17573468	07/01/2021	07/11/21	814.92
			Invoice: 17573468			CITYWIDE PHN SVCS		
				814.92	41637891	542100	FIN - ALLOC TELEPHONE	
					CHECK		356700 TOTAL:	814.92
356701	07/14/2021	PRTD	4710 ASSOCIATED PETROLEU	249027	0339242-IN	05/25/2021	07/11/21	935.17
			Invoice: 0339242-IN			PW/317.8 GAL UNLEADED		
				935.17	73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
					249028	0339245-IN	07/11/21	262.88
			Invoice: 0339245-IN			PW/65 GAL DIESEL		
				262.88	73638893	532000	O&M-FUEL USE-ALLOCATION	
					249029	0339504-IN	07/11/21	1,435.01
			Invoice: 0339504-IN			PW/400 GAL DIESEL (320/80 REG/BIO)		
				1,435.01	73638893	532000	O&M-FUEL USE-ALLOCATION	
					249030	0340124-IN	07/11/21	579.80
			Invoice: 0340124-IN			PW/207.7 GAL DIESEL		
				579.80	73638893	532000	O&M-FUEL USE-ALLOCATION	
					249031	0340125-IN	07/11/21	555.04
			Invoice: 0340125-IN			PW/160 GAL UNLEADED		
				555.04	73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
					249032	0341485-IN	07/11/21	652.38
							06/01/2021	

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 0341485-IN				652.38	73638893 532000	PW/205.40 GAL DIESEL			
						O&M-FUEL USE-ALLOCATION			
Invoice: 0341486-IN				249033	0341486-IN	06/01/2021		07/11/21	271.44
				271.44	73638932 532000	PW/92 GAL UNLEADED			
						O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0342646-IN				249034	0342646-IN	06/03/2021		07/11/21	262.74
				262.74	73638893 532000	PW/63.90 GAL DIESEL			
						O&M-FUEL USE-ALLOCATION			
Invoice: 0342647-IN				249035	0342647-IN	06/03/2021		07/11/21	1,423.89
				1,423.89	73638932 532000	PW/474 GAL UNLEADED			
						O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0344528-IN				249036	0344528-IN	06/13/2021		07/11/21	276.85
				276.85	73638893 532000	PW/68.8 GAL DIESEL			
						O&M-FUEL USE-ALLOCATION			
Invoice: 0344529-IN				249037	0344529-IN	06/13/2021		07/11/21	1,022.96
				1,022.96	73638932 532000	PW/345 GAL UNLEADED			
						O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0347563-IN				249038	0347563-IN	06/15/2021		07/11/21	783.53
				783.53	73638893 532000	PW/244.50 GAL DIESEL (234.5/10 REG/BIO)			
						O&M-FUEL USE-ALLOCATION			
Invoice: 034756-IN				249039	034756-IN	06/15/2021		07/11/21	1,011.79
				1,011.79	73638932 532000	PW/340 GAL UNLEADED			
						O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0350514-IN				249086	0350514-IN	06/22/2021		07/11/21	655.36
				655.36	73638893 532000	PW/2020 GAL DIESEL			
						O&M-FUEL USE-ALLOCATION			
Invoice: 0350515-IN				249087	0350515-IN	06/22/2021		07/11/21	1,147.37
				1,147.37	73638932 532000	PW/370.9 GAL UNLEADED			
						O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0351463-IN				249088	0351463-IN	06/24/2021		07/11/21	446.63
				446.63	73638893 532000	PW/125 GAL DIESEL			
						O&M-FUEL USE-ALLOCATION			
Invoice: 0351469-IN				249089	0351469-IN	06/24/2021		07/11/21	1,200.64
				1,200.64	73638932 532000	PW/375 GAL UNLEADED			
						O&M-FUEL ALLOC TO OTH DEPTS			
Invoice: 0353328-IN				249090	0353328-IN	06/29/2021		07/11/21	225.82
				225.82	73638893 532000	PW/50 GAL DIESEL			
						O&M-FUEL USE-ALLOCATION			
				249091	0353329-IN	06/29/2021		07/11/21	966.82

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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: 0353329-IN								
				966.82	73638893	532000	PW/306 GAL UNLEADED O&M-FUEL USE-ALLOCATION	
							CHECK 356701 TOTAL:	14,116.12
356702	07/14/2021	PRTD	7821 ARAMARK	249040	512000071255		06/03/2021 PW/LAUNDRY SERVICE	07/11/21 63.41
Invoice: 512000071255								
				63.41	73638893	589310	LAUNDRY SERVICES	
				249041	512000075850		06/10/2021 PW/LAUNDRY SERVICE	07/11/21 63.41
Invoice: 512000075850								
				63.41	73638893	589310	LAUNDRY SERVICES	
				249042	512000080469		06/17/2021 PW/LAUNDRY SERVICE	07/11/21 63.41
Invoice: 512000080469								
				63.41	73638893	589310	LAUNDRY SERVICES	
							CHECK 356702 TOTAL:	190.23
356703	07/14/2021	PRTD	2138 ASPECT CONSULTING LL	249044	41525		06/18/2021 WATER RIGHTS STUDY	07/11/21 2,465.25
Invoice: 41525								
				2,465.25	73411345	54110000868	WATER RIGHTS-PROF SVCS	
							CHECK 356703 TOTAL:	2,465.25
356704	07/14/2021	PRTD	4365 AUTOMATIC FUNDS TRAN	249045	121409		06/24/2021 FIN/FINAL BILL PRINT & MAIL	07/11/21 11.92
Invoice: 121409								
				2.13	43411341	541100	FIN - WATER ADMIN PROF SERVICE	
				2.14	43421351	541100	FIN - SEWER ADMIN PROF SERVICE	
				3.82	91411891	542500	GG-WTR-FAC-POSTAGE	
				3.83	91421891	542500	GG-SWR-FAC-POSTAGE	
				249085	121408		06/28/2021 PW/WATER QUALITY REPORT	07/11/21 1,308.07
Invoice: 121408								
				1,308.07	73637892	541100	O&M-ALLOC-WTR-PROF SVCS	
							CHECK 356704 TOTAL:	1,319.99
356705	07/14/2021	PRTD	47 BAINBRIDGE DISPOSAL	249257	0001101699		06/30/2021 CITYWIDE DISP SVCS	07/11/21 1,774.21
Invoice: 0001101699								
				143.70	91011215	547900	GG-C/E-PD-GARBAGE	
				445.32	91011768	547900	GG-C/E-PARKS-GARBAGE	
				518.70	91425358	547900	GG-WWTP-GARBAGE (NOT BIOSOLIDS)	
				646.53	91011897	547900	GG-C/E-O&M YARD FAC-GARBAGE	
				19.96	91111427	547900	GG-STREET-ROADSIDE-GARBAGE	
				249258	0001101889		06/30/2021 CITY HALL DISP SVCS JUN 2021	07/11/21 346.96
Invoice: 0001101889								

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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		
				346.96	91011189	547900	GG-C/E-CITY HALL-GARBAGE	
Invoice: 0001101946				249259	0001101946		06/30/2021 07/11/21	78.96
				78.96	91011189	547903	BIG BELLY DISP SVCS JUN 2021 BIG BELLY SOLAR GARBAGE CANS	
							CHECK 356705 TOTAL:	2,200.13
356706	07/14/2021	PRTD	54 BAINBRIDGE RENTAL IN	249047	CON#75835		06/09/2021 07/11/21	71.92
			Invoice: CON#75835	71.92	73431835	531100	PW/TRIMMER HEADS OFFICE SUPPLIES	
Invoice: CON#76367				249048	CON#76367		06/23/2021 07/11/21	69.03
				69.03	73431835	531100	PW/5 GAL GAS, OIL MIX OFFICE SUPPLIES	
Invoice: CON#76500				249060	CON#76500		06/29/2021 07/11/21	43.58
				43.58	73011768	531100	PW/HEDGE TRIMMER LINE O&M-C/E-PARKS-SUPPLIES	
							CHECK 356706 TOTAL:	184.53
356707	07/14/2021	PRTD	55 SOUND PUBLISHING, IN	249049	BIR929459		06/11/2021 07/11/21	110.50
			Invoice: BIR929459	110.50	63470586	544000	PCD/BLD25536 CUR-DEV-ZONING-ADV	
Invoice: BIR929552				249050	BIR929552		06/11/2021 07/11/21	217.22
				217.22	72111421	54400001173	ENG/AD FOR BIDS: 2021 RDS PRGRM 2021 ANNUAL ROADS PRGM-ADV	
Invoice: BIR929995				249061	BIR929995		06/18/2021 07/11/21	102.71
				102.71	63470586	544000	PCD/ORD 2021-12 CUR-DEV-ZONING-ADV	
Invoice: BIR929567				249289	BIR929567		06/11/2021 07/11/21	60.92
				60.92	11011113	544000	CC/ORD 2021-17 COUNCIL - LEGAL NOTICES	
Invoice: BIR930817				249290	BIR930817		06/25/2021 07/11/21	42.50
				42.50	11011113	544000	CC/ORD 2021-18 COUNCIL - LEGAL NOTICES	
							CHECK 356707 TOTAL:	533.85
356708	07/14/2021	PRTD	57 BAY HAY & FEED	249051	1631380		06/04/2021 07/11/21	51.85
			Invoice: 1631380	51.85	73011897	531100	PW/14.2 GAL PROPANE O&M-C/E-PWY FAC-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	356708	TOTAL:	51.85
356709	07/14/2021	PRTD	5412 BENEFIT ADMINISTRATI	249092 R2106509	06/29/2021		07/11/21	249.70
					FSA/HSA CARD SVCS JUN 2021			
					COURT - BENEFITS			
					EX-GF-BEN			
					FIN - C/E ADMIN BENEFITS			
					PD-C/E ADMIN-BENEFITS			
					PCD - C/E ADMIN BENEFITS			
					PW - C/E BENEFITS			
					IT - C/E ADMIN BENEFITS			
					CHECK	356709	TOTAL:	249.70
356710	07/14/2021	PRTD	50 BAINBRIDGE ISLAND EL	249046 20210062	06/16/2021		07/11/21	359.70
					PW/WWTP PUMP MX			
					O&M-WWTP-PROF SVCS			
					249062 20210058			
					PW/WWTP UV SYST SCHD MX			
					O&M-WWTP-PROF SVCS			
					249093 20210068			
					PW/DISCONNECT SVCS @ 301 MADRONA			
					O&M-OS REPAIRS			
					179.85 73021182 548100			
					CHECK	356710	TOTAL:	899.25
356711	07/14/2021	PRTD	971 BAINBRIDGE ISLAND HI	249094 978	07/05/2021		07/11/21	3,750.00
					OPERATIONAL SUPPORT (TOURISM R			
					GG-TOUR-PROF SERVICES			
					249095 979			
					2020-21 CULTURAL FUNDING: OPER			
					EX-GF-CULTURAL ARTS & SCIENCES			
					3,000.00 31011732 54110000297			
					CHECK	356711	TOTAL:	6,750.00
356712	07/14/2021	PRTD	7183 BI SPECIAL NEEDS FOU	249261 2771	06/30/2021		07/11/21	3,750.00
					2021 COMMUNITY SERVICES CONTRA			
					HOPE HS/BI SP NEEDS/ISLANDTIME			
					3,750.00 31017686 54110000297			
					CHECK	356712	TOTAL:	3,750.00
356713	07/14/2021	PRTD	567 BAINBRIDGE ISLAND DO	249063 1995	06/28/2021		07/11/21	12,250.00
					MULTI-MEDIA DESTINATION MARKET			
					GG-TOUR-PROF SERVICES			
					12,250.00 91140573 541100			

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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	356713	TOTAL:	12,250.00
356714	07/14/2021	PRTD	9262 BOULDER PARK INC	249066 3612	06/11/2021	07/11/21		8,321.13
	Invoice: 3612			8,321.13 73425358 54790100551	BOIDLIDS MANAGEMENT/DISPOSAL BIOSOLIDS WASTE DISPOSAL			
					CHECK	356714	TOTAL:	8,321.13
356715	07/14/2021	PRTD	9781 BRONLEA LEHUA MISHLE	249064 21-01	06/30/2021	07/11/21		450.00
	Invoice: 21-01			450.00 31011572 541100	EX/BIPD SOCIAL MEDIA SUPPORT EX-GF-OUTREACH-PROF SVCS			
					CHECK	356715	TOTAL:	450.00
356716	07/14/2021	PRTD	78 BROWNE WHEELER ENGIN	249067 10221	06/10/2021	07/11/21		1,650.00
	Invoice: 10221			1,650.00 72431835 54110001174	SEABORN RD DRAINAGE 2021 ANNUAL DRAIN PRGM-PRO SVC			
					CHECK	356716	TOTAL:	1,650.00
356717	07/14/2021	PRTD	8595 BRUCE TITUS FORD, IN	249068 67110954	06/15/2021	07/11/21		172.77
	Invoice: 67110954			172.77 73111423 531100	PW/RECALL REPAIR, OIL CHANGE VEH 257 OFFICE SUPPLIES			
					CHECK	356717	TOTAL:	172.77
356718	07/14/2021	PRTD	360 BUILDERS FIRSTSOURCE	249069 83594783	06/17/2021	07/11/21		132.36
	Invoice: 83594783			132.36 73011183 531100	PW/MX SUPPLIES O&M-C/E-CH FAC-SUPPLIES			
				249070 83678732	06/30/2021	07/11/21		14.16
	Invoice: 83678732			14.16 73011183 531100	PW/LUMBER O&M-C/E-CH FAC-SUPPLIES			
					CHECK	356718	TOTAL:	146.52
356719	07/14/2021	PRTD	1052 CANON FINANCIAL SERV	249071 26896098	06/12/2021	07/11/21		482.62
	Invoice: 26896098			241.31 61011581 531100	PCD, ENG/PLOTTER LEASE			
				241.31 72011321 531100	PCD - C/E ADMIN SUPPLIES ENG - C/E ADMIN SUPPLIES			
					CHECK	356719	TOTAL:	482.62

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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		
356720	07/14/2021	PRTD	8253 CHS NORTHWEST	249072	42516/H	06/18/2021	07/11/21	912.24
	Invoice: 42516/H			912.24	73411345	531100	PW/SALT OFFICE SUPPLIES	
							CHECK 356720 TOTAL:	912.24
356721	07/14/2021	PRTD	102 CITY OF BAINBRIDGE I	249074	RETREQ1-987	06/21/2021	20210024 07/11/21	371.60
	Invoice: RETREQ1-987			371.60	73414434	66300000987	JMG CONSTRUCTORS - RETAINAGE CHLORINE GEN UPGRADE-CONSTR	
							CHECK 356721 TOTAL:	371.60
356722	07/14/2021	PRTD	102 CITY OF BAINBRIDGE I	249075	RETREQ5-815	06/14/2021	20210032 07/11/21	12,785.80
	Invoice: RETREQ5-815			12,785.80	72413434	66300000815	LIDEN LAND - RETAINAGE ROCKAWAY INTERTIE-CONSTR	
							CHECK 356722 TOTAL:	12,785.80
356723	07/14/2021	PRTD	104 CITY OF BREMERTON	249076	BPD0002710	06/08/2021	07/11/21	400.00
	Invoice: BPD0002710			400.00	53011212	545000	POL/RANGE RENTAL POLICE - C/E PATROL RENTS	
							CHECK 356723 TOTAL:	400.00
356724	07/14/2021	PRTD	518 CRIMINAL JUSTICE TRA	249077	201135450	06/25/2021	07/11/21	500.00
	Invoice: 201135450			500.00	53011212	443410	POL/INSTRUCT RECERT: MCCARTY POLICE - C/E PATROL TRAINING	
							CHECK 356724 TOTAL:	500.00
356725	07/14/2021	PRTD	6920 COMCAST	249078	JUL21	06/20/2021	07/11/21	11.23
	Invoice: JUL21			11.23	51011211	545000	POL/HD CONVERTER BOX PD-C/E-ADMIN RENTS/LEASE	
							CHECK 356725 TOTAL:	11.23
356726	07/14/2021	PRTD	142 COPIERS NORTHWEST IN	249079	INV2317027	06/22/2021	07/11/21	476.34
	Invoice: INV2317027			238.17	31011131	545000	EX,FIN/COPIER OVERAGES EX-GF-RENTS & LEASES	
				238.17	41011141	545000	FIN - C/E ADMIN RENTS & LEASES	
							CHECK 356726 TOTAL:	476.34

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356727	07/14/2021	PRTD	4950 CORRECT EQUIPMENT IN	249080 44336	06/23/2021		07/11/21	4,315.31
	Invoice: 44336					PW/GRINDER PUMP MX @ ROCKAWAY		
				4,315.31	73426355	54810000562	GRINDER PUMP MAINT CONTRACT	
						CHECK	356727 TOTAL:	4,315.31
356728	07/14/2021	PRTD	5132 CRYSTAL SPRINGS	249081 5228674 063021	06/30/2021		07/11/21	17.84
	Invoice: 5228674					CRT/WATER SUPPLY & SVCS		
				17.84	21011125	531100	COURT - SUPPLIES	
						CHECK	356728 TOTAL:	17.84
356729	07/14/2021	PRTD	6363 LN CURTIS & SONS	249082 INV499813	06/17/2021		07/11/21	2,452.50
	Invoice: INV499813					POL/RIFLE OPTICS X5		
				2,452.50	53011212	531100	PD-C/E-PATROL SUPPLIES	
	Invoice: INV500602							
				150.29	51011211	520000	POL/UNIFORM ADD-ONS: WEISS	150.29
							PD-C/E ADMIN-BENEFITS	
						CHECK	356729 TOTAL:	2,602.79
356730	07/14/2021	PRTD	152 DAILY JOURNAL OF COM	249084 3369238	06/19/2021		07/11/21	305.30
	Invoice: 3369238					ENG/ANNUAL ROADS AD		
				305.30	72111421	54400001173	2021 ANNUAL ROADS PRGM-ADV	
						CHECK	356730 TOTAL:	305.30
356731	07/14/2021	PRTD	672 DSC INC	249096 101344	06/10/2021		07/11/21	616.96
	Invoice: 101344					PW/BINDER, CHAINS & HOOKS		
				616.96	73637959	53110001109	EXCAVATOR ALLOCATION-SUPPLIES	
	Invoice: 101369							
				60.06	73425358	531100	PW/ADAPTER & COUPLERS	60.06
							O&M-WWTP-SUPPLIES	
						CHECK	356731 TOTAL:	677.02
356732	07/14/2021	PRTD	7144 DTMICRO, INC	249098 5598	05/15/2021		07/11/21	136.25
	Invoice: 5598					IT/POLICE FIBER CONN TO KC		
				136.25	91011215	542100	GG-C/E-PD-PHONE	
	Invoice: 5645							
				136.25	91011215	542100	IT/POL FIBER CONN TO KC	136.25
							GG-C/E-PD-PHONE	

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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	356732	TOTAL:	272.50
356733	07/14/2021	PRTD	7510 EXPERIAN	249100	CD2203001731	06/25/2021	07/11/21	92.65
			Invoice: CD2203001731	92.65	52011212	549100	POL/INFO SERVICES PD-C/E-INV-DUES/SUBSCR/MEMBRSH	
					CHECK	356733	TOTAL:	92.65
356734	07/14/2021	PRTD	5781 EXTERMINATION SERVIC	249101	38561	06/07/2021	07/11/21	93.74
			Invoice: 38561	93.74	73011215	548100	PW/JUNE SERVICES O&M-C/E-POLICE FAC-REPAIRS	
					CHECK	356734	TOTAL:	93.74
356735	07/14/2021	PRTD	1953 FERGUSON ENTERPRISES	249103	WS282074-1	06/10/2021	07/11/21	32.69
			Invoice: WS282074-1	32.69	73011252	53110001069	PW/GLOVES COVID19-SUPPLIES	
					CHECK	356735	TOTAL:	32.69
356736	07/14/2021	PRTD	1953 FERGUSON ENTERPRISES	249102	0995019	06/01/2021	07/11/21	1,722.49
			Invoice: 0995019	1,722.49	73411345	531100	PW/MX SUPPLIES OFFICE SUPPLIES	
					CHECK	356736	TOTAL:	1,722.49
356737	07/14/2021	PRTD	5811 FLIR SURVEILLANCE, I	249104	9001142652	06/25/2021	07/11/21	14,918.83
			Invoice: 9001142652	14,918.83	54025212	548100	POL/FLIR REPAIR MARINE - REPAIRS	
					CHECK	356737	TOTAL:	14,918.83
356738	07/14/2021	PRTD	5062 FRIENDS OF THE FARMS	249303	Q2 2021	07/01/2021	07/11/21	16,250.00
			Invoice: Q2 2021	16,250.00	31011557	54110001019	Q2 2021 SERVICES FOTF-FARM MNGT SVCS	
					CHECK	356738	TOTAL:	16,250.00
356739	07/14/2021	PRTD	229 GC SYSTEMS INC	249106	5464	06/01/2021	20210020 07/11/21	7,309.54
			Invoice: 5464	7,309.54	73411345	548100	CLA-VAL REBUILDS AT WELL SITES REPAIRS & MAINTENANCE	
					CHECK	356739	TOTAL:	7,309.54

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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		
356740	07/14/2021	PRTD	7851 GEOTECH ENVIROMENTAL	249107	651121		07/11/21	568.37
	Invoice: 651121					PW/WFD CONTROLLER RENTAL		
				568.37	73011370	54810000261 BI LANDFILL MONITORING-R&M		
						CHECK	356740 TOTAL:	568.37
356741	07/14/2021	PRTD	9784 GLASBY, COURNEY & W	249150	94938		07/11/21	8.21
	Invoice: 94938					UB 12403 5441 LYNWOOD CENTER ROAD NE		
				8.21	421	122100 SEWER ACCOUNTS RECEIVABLE		
						CHECK	356741 TOTAL:	8.21
356742	07/14/2021	PRTD	7243 GRANT, KERRY	249148	94936		07/11/21	328.66
	Invoice: 94936					UB 10534 646 MADISON AVENUE N		
				328.66	411	122100 WATER ACCOUNTS RECEIVABLE		
						CHECK	356742 TOTAL:	328.66
356743	07/14/2021	PRTD	9508 GRETTE ASSOCIATES, L	249109	12199382		07/11/21	2,326.50
	Invoice: 12199382					THIRD PARTY ENVIRONMENTAL REVI		
				2,326.50	61655860	58600001083 ENV 3RD PARTY REVIEWS		
				249110	12199500		07/11/21	3,261.25
	Invoice: 12199500					THIRD PARTY ENVIRONMENTAL REVI		
				3,261.25	61655860	58600001083 ENV 3RD PARTY REVIEWS		
						CHECK	356743 TOTAL:	5,587.75
356744	07/14/2021	PRTD	6765 GREY CHEVROLET	249111	5126989		07/11/21	428.68
	Invoice: 5126989					PW/VEH MX SUPPLIES		
				428.68	73421355	531100 WIN COLL-SUPPLIES		
				249112	6099977		07/11/21	1,077.57
	Invoice: 6099977					POL/VEH 224 REP & MX		
				1,077.57	53011212	548100 POLICE - C/E PATROL MAINTENANC		
						CHECK	356744 TOTAL:	1,506.25
356745	07/14/2021	PRTD	1517 GUARDIAN SECURITY SY	249113	1147895		07/11/21	47.96
	Invoice: 1147895					POL/ALARM MONITORING		
				47.96	51011215	541100 POLICE - C/E FACIL PROF SVCS		
						CHECK	356745 TOTAL:	47.96

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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		
356746	07/14/2021	PRTD	252 H.D. FOWLER COMPANY	249116	15803302	06/07/2021	07/11/21	220.24
	Invoice: 15803302			220.24	73411345	531100	PW/WATER MX SUPPLIES OFFICE SUPPLIES	
							CHECK	356746 TOTAL: 220.24
356747	07/14/2021	PRTD	253 HACH COMPANY	249114	12526726	06/30/2021	07/11/21	997.53
	Invoice: 12526726			997.53	73411345	531100	PW/FLOURIDE OFFICE SUPPLIES	
							CHECK	356747 TOTAL: 997.53
356748	07/14/2021	PRTD	8514 HERITAGE-CRYSTAL CLE	249117	16811308	05/14/2021	07/11/21	1,708.84
	Invoice: 16811308			1,708.84	91011897	547900	PW/DECANT FAC DISP SVCS GG-C/E-O&M YARD FAC-GARBAGE	
							CHECK	356748 TOTAL: 1,708.84
356749	07/14/2021	PRTD	4850 HOME DEPOT CREDIT SE	249119	2970571	06/09/2021	07/11/21	496.92
	Invoice: 2970571			496.92	73011897	531100	PW/GRILL O&M-C/E-PWY FAC-SUPPLIES	
							CHECK	356749 TOTAL: 496.92
356750	07/14/2021	PRTD	9786 HORDER, MORLEY C & C	249152	94940	07/06/2021	07/11/21	49.25
	Invoice: 94940			49.25	411	122100	UB 10198 973 NAKATA AVENUE NW WATER ACCOUNTS RECEIVABLE	
							CHECK	356750 TOTAL: 49.25
356751	07/14/2021	PRTD	268 HOUSING RESOURCES BA	249120	8686	03/31/2021	07/11/21	1,125.00
	Invoice: 8686			1,125.00	31180592	54130200297	EX/Q1 MGMT FEES ISLANDER MOBILE HOME PARK IMHP MNGT FEES	
	Invoice: 8692			249122	8692		06/21/2021	07/11/21
				7,933.35	31017592	54130100297	2021 COMMUNITY SERVICES CONTRA INDEPENDENT LIVING PRGM	7,933.35
	Invoice: 8693			249123	8693		06/21/2021	07/11/21
				6,565.71	31017592	54130600297	2021 COMMUNITY SERVICES CONTRA HOMESHARE/HOME FINDING	6,565.71
	Invoice: 8701			249124	8701		05/31/2021	07/11/21
				700.00	31180592	54130400297	EX/BASE RENT IMHP SPACE RENT DEFAULT	700.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	356751 TOTAL:	16,324.06
356752	07/14/2021	PRTD	9507 INSIGHT PUBLIC SECTO	249125 1100845373	06/18/2021		07/11/21	4,892.36
			Invoice: 1100845373	4,892.36 81011881 535100		PW/SOFTEARE LICs FOR MFA		
						IT - C/E COMPUTER SOFTWARE		
						CHECK	356752 TOTAL:	4,892.36
356753	07/14/2021	PRTD	863 INTERSTATE BATTERIES	249126 22067124	06/03/2021		07/11/21	132.93
			Invoice: 22067124	132.93 73011897 531100		PW/BATTERY		
						O&M-C/E-PWY FAC-SUPPLIES		
			Invoice: 22067320	249127 22067320	06/17/2021		07/11/21	50.09
				50.09 73111423 531100		PW/BATTERY		
						OFFICE SUPPLIES		
						CHECK	356753 TOTAL:	183.02
356754	07/14/2021	PRTD	9777 IRVINE, MARTIN	248964 94756	06/21/2021		07/11/21	305.34
			Invoice: 94756	305.34 411 122100		UB 12128 9431 CAPSTAN DRIVE NE		
						WATER ACCOUNTS RECEIVABLE		
						CHECK	356754 TOTAL:	305.34
356755	07/14/2021	PRTD	6810 JAFFE, DAVID & MURPH	248965 94757	06/21/2021		07/11/21	48.76
			Invoice: 94757	48.76 411 122100		UB 12150 447 WOOD AVENUE SW		
						WATER ACCOUNTS RECEIVABLE		
						CHECK	356755 TOTAL:	48.76
356756	07/14/2021	PRTD	9699 JMG CONSTRUCTORS, LL	249128 PAYREQ1-987	06/21/2021		07/11/21	7,729.28
			Invoice: PAYREQ1-987	7,729.28 73414434 66300000987		CHLORINE GENERATOR UPGRADES -		
						CHLORINE GEN UPGRADE-CONSTR		
						CHECK	356756 TOTAL:	7,729.28
356757	07/14/2021	PRTD	318 KC ALCOHOLISM SPECIA	249129 062021	06/21/2021		07/11/21	2,043.01
			Invoice: 062021	2,043.01 91011660 553000		Q1 2021 ALCOHOLISM SVCS		
						EXEC - C/E DETOX		
						CHECK	356757 TOTAL:	2,043.01
356758	07/14/2021	PRTD	333 KITSAP COUNTY AUDITO	249130 586387-C1	06/24/2021		07/11/21	40.00
			Invoice: 586387-C1	40.00 43421351 541100		FIN/PARTIAL RELEASE OF LIEN		
						FIN - SEWER ADMIN PROF SERVICE		

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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	356758	TOTAL:	40.00
356759	07/14/2021	PRTD	2306 KITSAP COUNTY PROSEC	249131 JUN21	06/08/2021	07/11/21		9,346.77
	Invoice: JUN21			9,346.77 32011521 541112	LEGAL/JUN 2021 PROSECUTION SVCS	LGL-OUTSIDE PROSECUTOR		
					CHECK	356759	TOTAL:	9,346.77
356760	07/14/2021	PRTD	7979 KCB ENVIRONMENTAL SE	249132 2021-84	06/21/2021	07/11/21		960.00
	Invoice: 2021-84			960.00 72311473 64110001050	WA & EPA AHERA (ASBESTOS) BUIL	SCC RENOVATIONS-PROF SVCS		
					CHECK	356760	TOTAL:	960.00
356761	07/14/2021	PRTD	338 KITSAP COUNTY SHERIF	249133 20210033	06/21/2021	07/11/21		1,413.45
	Invoice: 20210033			1,413.45 51011236 551000	POL/PRISONER BOARD: MAY	POLICE - C/E PRISONER DETENT'N		
					CHECK	356761	TOTAL:	1,413.45
356762	07/14/2021	PRTD	1971 KELLEY CONNECT	249138 IN860391	06/28/2021	07/11/21		52.14
	Invoice: IN860391			52.14 21011125 545000	CRT/COPIER OVERAGES	COURT - RENTS & LEASES - OPER		
	Invoice: IN860392			249139 IN860392	06/28/2021	07/11/21		290.82
				290.82 61470581 549500	PCD/COPIER OVERAGES	PCDADM-DEV-COPIES/PRINTING		
	Invoice: IN860393			249140 IN860393	06/28/2021	07/11/21		61.07
				61.07 61470581 549500	PCD/COPIER OVERAGES	PCDADM-DEV-COPIES/PRINTING		
	Invoice: IN860394			249141 IN860394	06/28/2021	07/11/21		40.63
				40.63 72011321 545000	ENG/COPIER OVERAGES	ENG - C/E ADMIN RENTS & LEASES		
					CHECK	356762	TOTAL:	444.66
356763	07/14/2021	PRTD	1971 KELLEY CONNECT	249134 29498261	06/10/2021	07/11/21		359.06
	Invoice: 29498261			359.06 61470581 549500	PCD/COPIER LEASE	PCDADM-DEV-COPIES/PRINTING		
	Invoice: 29498262			249135 29498262	06/10/2021	07/11/21		344.28
				344.28 72011321 545000	ENG/COPIER LEASE	ENG - C/E ADMIN RENTS & LEASES		

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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: 29498263				249136 29498263	06/10/2021		07/11/21	360.80
				360.80 61470581 549500	PCD/COPIER LEASE PCDADM-DEV-COPIES/PRINTING			
Invoice: 29498264				249137 29498264	06/10/2021		07/11/21	219.78
				219.78 21011125 545000	CRT/COPIER LEASE COURT - RENTS & LEASES - OPER			
					CHECK	356763	TOTAL:	1,283.92
356764 07/14/2021 PRTD			8549 KINGWEST, LLC	249142 835423	06/14/2021		07/11/21	3,270.00
Invoice: 835423				3,270.00 73111427 54810000354	PW/SWEDEN RD ELM TREE REMOVAL TREE PRES & REMOVAL-ROADS			
					CHECK	356764	TOTAL:	3,270.00
356765 07/14/2021 PRTD			9565 KATHERINE L KIRKLAND	249143 015	06/15/2021		07/11/21	980.00
Invoice: 015				980.00 31011572 54110001015	EX/COBI CONNECTS DESIGN NEWSLETTER-PROF SVCS			
					CHECK	356765	TOTAL:	980.00
356766 07/14/2021 PRTD			8546 KITSAP 911 PUBLIC AU	249156 BIPD2021-07	06/15/2021		07/11/21	11,656.17
Invoice: BIPD2021-07				8,159.32 53011286 551000	POL/CALL CENTER SVCS POLICE - C/E PATROL CENCOM			
				3,496.85 52011286 551000	POLICE - C/E - INVEST CENCOM			
					CHECK	356766	TOTAL:	11,656.17
356767 07/14/2021 PRTD			315 KITSAP HUMANE SOCIET	249159 212	07/01/2021		07/11/21	6,233.33
Invoice: 212				6,233.33 91011393 541100	ANIMAL CONTROL (2021-2023) FIN - C/E ANIMAL CONTROL FEES			
Invoice: 2028				249160 2028	06/01/2021		07/11/21	6,233.33
				6,233.33 91011393 541100	ANIMAL CONTROL (2021-2023) FIN - C/E ANIMAL CONTROL FEES			
					CHECK	356767	TOTAL:	12,466.66
356768 07/14/2021 PRTD			579 KITSAP SUN	249155 3885175	05/31/2021		07/11/21	65.00
Invoice: 3885175				65.00 11011113 544000	CC/GRANT COMMITTEE COUNCIL - LEGAL NOTICES			
					CHECK	356768	TOTAL:	65.00

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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			
356769	07/14/2021	PRTD	309 KITSAP TIRE CENTER I	249146	INV053648		07/01/2021	07/11/21	224.43
				224.43	73011189	531100	PW/TIRES		
							O&M - C/E FACIL OFC SUPPLIES		
				249153	INV053258		06/18/2021	07/11/21	5,109.59
				5,109.59	73637941	531100	PW/VEH 225 TIRES		
							VACTOR R&M-SUPPLIES		
							CHECK	356769 TOTAL:	5,334.02
356770	07/14/2021	PRTD	304 KITSAP TRACTOR & EQU	249154	EK03254		05/29/2021	20210007 07/11/21	125,940.93
				125,940.93	73501448	66400001109	MINI EXCAVATOR KITSAP TRACTOR		
							2021 TRACTOR EXCAVATOR		
							CHECK	356770 TOTAL:	125,940.93
356771	07/14/2021	PRTD	1851 KRAZAN & ASSOCIATES	249158	J602516-5873		05/31/2021	07/11/21	1,116.00
				1,116.00	72111421	54110001166	ONCALL SERVICES CONTRACT FOR T		
							YEOMALT DR SLIDE INVEST- P SVC		
							CHECK	356771 TOTAL:	1,116.00
356772	07/14/2021	PRTD	5262 LIDEN LAND DEV & EXC	249161	PAYREQ5-815		06/14/2021	07/11/21	59,553.92
				59,553.92	72413434	66300000815	ROCKAWAY INTERTIE PROJECT		
							ROCKAWAY INTERTIE-CONSTR		
							CHECK	356772 TOTAL:	59,553.92
356773	07/14/2021	PRTD	9705 HODA SHEIKH	249163	060721		06/07/2021	20210027 07/11/21	8,308.03
				8,308.03	73111262	54810001165	INSTALL DRIP IRRIGATION ON STO		
							EXTEND STO IRRIGATION-CONSTR		
							CHECK	356773 TOTAL:	8,308.03
356774	07/14/2021	PRTD	9782 LYNCH, BLAKE	249147	94935		07/06/2021	07/11/21	138.03
				138.03	411	122100	UB 13015 243 WILLS LANE NW		
							WATER ACCOUNTS RECEIVABLE		
							CHECK	356774 TOTAL:	138.03
356775	07/14/2021	PRTD	9263 BELLEVUE PRINTING LL	249164	53247		06/18/2021	07/11/21	2,184.48
				2,184.48	31011572	54250001015	EX/JULY COBI CONNECTS POSTAGE		
							NEWSLETTER-POSTAGE		
				249165	53248		06/18/2021	07/11/21	3,661.28

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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: 53248								
				3,661.28	31011572	54950001015	EX/COBI CONNECTS PRINTING NEWSLETTER-PRINTING	
							CHECK 356775 TOTAL:	5,845.76
356776	07/14/2021	PRTD	7038 MOON SECURITY SERVIC	249166	1091960		06/30/2021 07/11/21	240.00
	Invoice: 1091960						CRT/HOUSE ARREST MONIT COURT-ELECT HOME DET'N-EQ RENT	
				240.00	21011232	545000		
							CHECK 356776 TOTAL:	240.00
356777	07/14/2021	PRTD	9323 MURRAYSMITH, INC.	249168	19-2682.00-20		06/14/2021 07/11/21	3,271.00
	Invoice: 19-2682.00-20						WWTP UPGRADES STUDY WWTP TERTIARY STUDY-PROF SVCS	
				3,271.00	72425352	54110001009		
							CHECK 356777 TOTAL:	3,271.00
356778	07/14/2021	PRTD	2574 NATIONAL BARRICADE C	249169	291822		06/16/2021 07/11/21	202.15
	Invoice: 291822						PW/HARDWARE O&M-STREET-TRAF CONTROL-SUPPLY	
				202.15	73111264	531100		
	Invoice: 291964						06/23/2021 07/11/21	407.62
							PW/SIGNS GRAND FOREST NO PARKING-SUPPLY	
				407.62	73111264	53110001172		
							CHECK 356778 TOTAL:	609.77
356779	07/14/2021	PRTD	8428 NISQUALLY TOWING SER	249171	179988		06/24/2021 07/11/21	874.80
	Invoice: 179988						PW/VEH 66 TOWING PROFESSIONAL SERVICES	
				874.80	73111423	541100		
							CHECK 356779 TOTAL:	874.80
356780	07/14/2021	PRTD	2430 OGDEN MURPHY WALLACE	249172	851557		06/23/2021 07/11/21	8,801.80
	Invoice: 851557						LEGAL/PROF SVCS MAY 2021	
				370.50	32470152	54111100892	LIT-CAINION SUP CT WRIT	
				252.00	32011152	54111101156	LIT-NEAL PRA SUIT	
				803.00	32011152	54111001046	LGL-PSE FRANCHISE	
				1,548.80	32011152	54111001131	ETHICS BOARD LEGAL ADVISOR	
				2,362.50	32011152	541110	LGL-GF-LEGAL ADVICE	
				882.00	91011211	541110	GG-C/E-CIVIL SVC-LEGAL ADVICE	
				2,583.00	32470152	54111100897	PRES RESP SHORE(CT OF APPEALS)	
							CHECK 356780 TOTAL:	8,801.80

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356781	07/14/2021	PRTD	4111 OLYMPIC SPRINGS INC	249173 340020	06/30/2021		07/11/21	54.18
	Invoice: 340020			54.18 51011215 531100	POL/PURIFIED WATER			
					POLICE - C/E FACIL SUPPLIES			
					CHECK	356781	TOTAL:	54.18
356782	07/14/2021	PRTD	7925 OMNIPARK, INC	249174 123124	07/01/2021		07/11/21	379.32
	Invoice: 123124			379.32 51011217 548500	POL/PARKING SYST SUPPORT			
					PD-C/E-PARKING ENF-COMP SUPPOR			
					CHECK	356782	TOTAL:	379.32
356783	07/14/2021	PRTD	8286 SUPERINTENDENT OF P	249175 16662	06/15/2021		07/11/21	45.25
	Invoice: 16662			45.25 41654861 586110	POL./FINGERPRINTING			
					FINGERPRINT DISB TO SPI			
	Invoice: 16675			249176 16675	06/24/2021		07/11/21	45.25
				45.25 41654861 586110	POL/FINGERPRINTING			
					FINGERPRINT DISB TO SPI			
					CHECK	356783	TOTAL:	90.50
356784	07/14/2021	PRTD	1754 OTIS ELEVATOR COMPAN	249177 100400420815	06/13/2021		07/11/21	2,452.07
	Invoice: 100400420815			2,452.07 73011183 54810000888	PW/ELEVATOR MX AGMT Q3 2021			
					CH ELEVATOR MAINT-REPAIRS			
					CHECK	356784	TOTAL:	2,452.07
356785	07/14/2021	PRTD	4129 OWEN EQUIPMENT COMPA	249178 00102259	06/17/2021		07/11/21	732.31
	Invoice: 00102259			732.31 73637941 531100	PW/INLET WELDMENT			
					VACTOR R&M-SUPPLIES			
	Invoice: 00102157			249179 00102157	06/08/2021		07/11/21	1,818.44
				1,818.44 73637941 531100	PW/MX SUPPLIES			
					VACTOR R&M-SUPPLIES			
	Invoice: 00102180			249180 00102180	06/08/2021		07/11/21	1,101.30
				1,101.30 73421355 531100	PW/MX SUPPLIES			
					WIN COLL-SUPPLIES			
					CHECK	356785	TOTAL:	3,652.05
356786	07/14/2021	PRTD	2623 PAPE MACHINERY	249181 12809098	06/14/2021		07/11/21	274.95
	Invoice: 12809098			274.95 73011483 531100	PW/SEAT			
					O&M-GF-MECH SHOP-SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 12854029				249182 12854029	06/25/2021		07/11/21	405.75
				405.75 73431835 531100	PW/MX SUPPLIES	OFFICE SUPPLIES		
					CHECK		356786 TOTAL:	680.70
356787	07/14/2021	PRTD	9267 PAYGOV	249291 764	07/02/2021		07/11/21	3,835.06
Invoice: 764				3,835.06 91011423 54110001069	FIN/JUN 2021 FEES	COVID19-CREDIT CARD PROC FEES		
					CHECK		356787 TOTAL:	3,835.06
356788	07/14/2021	PRTD	8655 PENINSULA TREE SERVI	249183 2293	06/07/2021		07/11/21	5,450.00
Invoice: 2293				5,450.00 73111427 54810000354	PW/ALDER TREE REMOVAL	TREE PRES & REMOVAL-ROADS		
					CHECK		356788 TOTAL:	5,450.00
356789	07/14/2021	PRTD	9779 MANDY PIEZE	249184 BLD25663	06/22/2021		07/11/21	69.03
Invoice: BLD25663				69.03 47148 322100	CANCELLED PERMIT REFUND	BUILDINGS, STRUCT. & EQ		
					CHECK		356789 TOTAL:	69.03
356790	07/14/2021	PRTD	7803 PINTO, MICHELLE	249185 416	07/02/2021		07/11/21	120.00
Invoice: 416				120.00 21011125 541230	CRT/INTERPRETER SVCS 6/1/21	COURT - INTERPRETER		
					CHECK		356790 TOTAL:	120.00
356791	07/14/2021	PRTD	8229 PIPER THORNBURGH	249186 06/21/21	06/21/2021		07/11/21	60.00
Invoice: 06/21/21				60.00 21011125 541210	CRT/1 HR PRO TEMP	COURT - JUDGE PRO TEMPORE SVCS		
					CHECK		356791 TOTAL:	60.00
356792	07/14/2021	PRTD	9349 PROPANE NORTHWEST	249187 1503965291	04/27/2021		07/11/21	158.92
Invoice: 1503965291				158.92 91011897 547200	PW/118.2 GAL PROPANE	GG-C/E-O&M YARD FAC-PROPANE		
Invoice: 1504170869				249188 1504170869	06/03/2021		07/11/21	190.34
				190.34 91011897 547200	PW/142.4 GAL PROPANE	GG-C/E-O&M YARD FAC-PROPANE		
Invoice: 1504215115				249189 1504215115	06/09/2021		07/11/21	107.18
					PW/72.1 GAL PROPANE			

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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			
					107.18	91011897 547200				
							GG-C/E-O&M YARD FAC-PROPANE			
							CHECK	356792	TOTAL:	456.44
356793	07/14/2021	PRTD	7435 RANDY KAN PORTABLE R	249190	1928202		06/17/2021		07/11/21	180.00
			Invoice: 1928202				PW/EAGLE HARBOR CANS			
					180.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
			Invoice: 1928203				06/17/2021		07/11/21	90.00
					249191	1928203	PW/CREOSOTE CAN			
					90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
			Invoice: 1928204				06/17/2021		07/11/21	90.00
					249192	1928204	PW/VINCENT RD CAN			
					90.00	73435838 545000	O&M-DECANT-RENTS			
			Invoice: 1928205				06/17/2021		07/11/21	90.00
					249193	1928205	PW/HIDDEN COVE CAN			
					90.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
							CHECK	356793	TOTAL:	450.00
356794	07/14/2021	PRTD	9787 BROOKS M RAYMOND	249194	21-206		07/02/2021		07/11/21	300.00
			Invoice: 21-206				POL/POLYGRAPH SVCS			
					300.00	52011212 541100	POLICE - C/E INVEST PROF SVCS			
							CHECK	356794	TOTAL:	300.00
356795	07/14/2021	PRTD	9783 ROSS, STEVEN C	249149	94937		07/06/2021		07/11/21	195.61
			Invoice: 94937				UB 10025 689 PIERCE COURT NW			
					195.61	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	356795	TOTAL:	195.61
356796	07/14/2021	PRTD	617 S & B INC	249195	25666E		06/25/2021		07/11/21	2,108.00
			Invoice: 25666E				WYATT WAY RECONSTRUCTION- PRV R			
					2,108.00	72413434 64110000708	WYATT-MAD TO LOVELL-WTR-ENG			
							CHECK	356796	TOTAL:	2,108.00
356797	07/14/2021	PRTD	7659 SEAMAN, SHANE	249196	06/14/21		06/14/2021		07/11/21	60.00
			Invoice: 06/14/21				CRT/1 HR PRO TEMP			
					60.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			
							CHECK	356797	TOTAL:	60.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
356798	07/14/2021	PRTD	6450 SECRETARY OF STATE	249197	00012019			
	Invoice: 00012019					06/25/2021	07/11/21	6.47
				6.47	31011131	531100		
						EX/ARCHIVE BOXES		
						EX-GF-SUPPLIES		
						CHECK	356798 TOTAL:	6.47
356799	07/14/2021	PRTD	7240 SEELCLICKFIX	249198	214528			
	Invoice: 214528					07/01/2021	07/11/21	2,997.48
				2,997.48	81011881	535100		
						IT/ANNUAL LIC APPLICATION		
						IT - C/E COMPUTER SOFTWARE		
						CHECK	356799 TOTAL:	2,997.48
356800	07/14/2021	PRTD	1488 SETON CONSTRUCTION I	249199	PAYREQ2-1058			
	Invoice: PAYREQ2-1058					06/22/2021	07/11/21	77,332.91
				77,332.91	72431835	54810001058		
						ANNUAL DRAINAGE PROJECT - 2020		
						2020 ANNUAL DRAINAGE PROJ-R&M		
						CHECK	356800 TOTAL:	77,332.91
356801	07/14/2021	PRTD	7385 CHARLES P. SHANE	249200	002846			
	Invoice: 002846					03/11/2021	07/11/21	24.25
				24.25	32011281	541113		
						CRT/PUB DEF SVCS		
						LGL-PUBLIC DEFENDER		
	Invoice: 002979					06/15/2021	07/11/21	232.25
				232.25	32011281	541113		
						CRT/PUB DEF SVCS		
						LGL-PUBLIC DEFENDER		
	Invoice: 002981					06/29/2021	07/11/21	31.50
				249202	002981			
				31.50	32011281	541113		
						CRT/PUB DEF SVCS		
						LGL-PUBLIC DEFENDER		
	Invoice: 002982					06/29/2021	07/11/21	255.00
				249203	002982			
				255.00	32011281	541113		
						CRT/PUB DEF SVCS		
						LGL-PUBLIC DEFENDER		
						CHECK	356801 TOTAL:	543.00
356802	07/14/2021	PRTD	9584 SILKE COMMUNICATIONS	249204	100697			
	Invoice: 100697					05/21/2021	20210014 07/11/21	1,995.20
				1,995.20	73011897	548100		
						PUBLIC WORKS ANTENNA		
						O&M-C/E-PWYD FAC-REPAIRS		
	Invoice: 109909					06/08/2021	07/11/21	294.30
				249205	109909			
				294.30	73011189	549100		
						PW/FCC LIC RENEWAL		
						O&M - C/E FACIL DUES/SUBSCR		
	Invoice: 109933					06/15/2021	07/11/21	280.27
				249206	109933			
				280.27	73637959	54810001109		
						PW/ECAVATOR RADIO INSTALL		
						EXCAVATOR ALLOCATION-REPAIRS		

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
Invoice: 107361	249262	107361	06/30/2021		07/11/21	5,934.56
			PW/FLEET RADIOS			
	593.46	73501448 66400001112	2021 LT DUTY P/U-STREETS USE			
	593.46	73501448 66400001113	2021LT PU-20% TO EACH FUND			
	593.46	73501448 66400001111	2021 HVY DUTY P/U W/CRANE			
	593.46	73501448 66400001124	HEAVY DUTY P/U			
	593.46	73111944 66400000985	2019 MAN LIFT-EQ PURCHASE			
	474.77	73424435 66400000982	2020 F-150-EQ PURCHASE			
	118.69	73414434 66400000982	2020 F-150-EQ PURCHASE			
	474.77	73414434 66400000983	2019 MED DUTY PU-EQ PURCHASE			
	118.69	73424435 66400000983	2019 MED DUTY PU-EQ PURCHASE			
	593.46	73501448 66400001110	2021 MED DUTY P/U			
	474.77	73414434 66400000974	2019 WTR/SWR VAN-EQ PURCHASE			
	118.69	73424435 66400000974	2019 WTR/SWR VAN-EQ PURCHASE			
	296.71	73111944 66400000976	2019 DUMP TRUCK-EQ REPLACEMENT			
	296.71	73434438 66400000976	2019 DUMP TRUCK-EQ REPLACEMENT			
			CHECK	356802	TOTAL:	8,504.33
356803 07/14/2021 PRTD Invoice: 84856	249208	601 SOUND REPROGRAPHICS 84856	07/01/2021		07/11/21	414.40
			EX/REACC/CC POSTERS			
	414.40	31011572 53110001064	RETF-SUPPLIES			
Invoice: 648	249209	648	06/28/2021		07/11/21	-130.80
			EX.INV 84839 ADJ			
	-130.80	31011572 53110001064	RETF-SUPPLIES			
Invoice: 84782	249263	84782	06/24/2021		07/11/21	130.80
			EX/REACC/CC POSTERS			
	130.80	31011572 53110001064	RETF-SUPPLIES			
			CHECK	356803	TOTAL:	414.40
356804 07/14/2021 PRTD Invoice: 9FCD4C13	249210	8738 SPEAKWRITE, LLC 9FCD4C13	07/01/2021		07/11/21	402.00
			POL/TRANSCRIPTION			
	402.00	52011212 541100	POLICE - C/E INVEST PROF SVCS			
			CHECK	356804	TOTAL:	402.00
356805 07/14/2021 PRTD Invoice: 21-0404	249211	8132 SPECTRA LABORATORIES 21-0404	06/09/2021		07/11/21	175.00
			PW/EFFLUENT TESTING			
	175.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 21-04041	249212	21-04041	06/09/2021		07/11/21	114.00
			PW/BOD TESTING			
	114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
	249213	21-04051	06/09/2021		07/11/21	114.00

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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		
Invoice: 21-04781								
				175.00	73425358	54110000391	PW/EFFLUENT TESTING LAB & TESTING SVCS-WWTP	
							CHECK 356805 TOTAL:	2,027.96
356806	07/14/2021	PRTD	2467 STAPLES	249227	8062426018		05/29/2021 07/11/21	172.50
Invoice: 8062426018							PW/OFFICE SUPPLIES OFFICE SUPPLIES	
				172.50	73637891	531100		
				249228	8062806242		07/03/2021 07/11/21	567.63
Invoice: 8062806242							POL/OFFICE SUPPLIES PD-C/E-ADM-SUPPLIES PD-C/E-ADM-SUPPLIES POLICE - C/E INVEST SUPPLIES PD-C/E-PATROL SUPPLIES	
				296.58	51011211	531100		
				74.61	51011211	531100		
				121.83	52011212	531100		
				74.61	53011212	531100		
							CHECK 356806 TOTAL:	740.13
356807	07/14/2021	PRTD	2122 STERICYCLE INC	249229	3005616698		06/30/2021 07/11/21	10.36
Invoice: 3005616698							POL/BIOHAZARD DISP POLICE - C/E PATROL PROF SVCS	
				10.36	53011212	541100		
							CHECK 356807 TOTAL:	10.36
356808	07/14/2021	PRTD	9785 STEWART, CHARLES	249151	94939		07/06/2021 07/11/21	95.40
Invoice: 94939							UB 12494 5875 SILVER WILLOW LANE NE WATER ACCOUNTS RECEIVABLE	
				95.40	411	122100		
							CHECK 356808 TOTAL:	95.40
356809	07/14/2021	PRTD	5730 SUMMIT LAW GROUP	249230	126885		06/22/2021 07/11/21	2,177.50
Invoice: 126885							LEGAL/PROF SVCS LGL-LABOR NEGOTIATIONS LGL-HR (NON-BARGAINING)	
				67.00	32011152	54111000274		
				2,110.50	32011152	54111000870		
							CHECK 356809 TOTAL:	2,177.50
356810	07/14/2021	PRTD	8331 SUMMIT TOWING, INC.	249265	11678		06/04/2021 07/11/21	373.05
Invoice: 11678							PW/CEMENT ROLLER TOW TO SURPLUS O&M ALLOC-FLEET UPGRADES-P SVC	
				373.05	73637939	541100		
				249266	62581		06/04/2021 07/11/21	373.05
Invoice: 62581							PW/WOOD CHIPPER TOW TO SURPLUS O&M ALLOC-FLEET UPGRADES-P SVC	
				373.05	73637939	541100		
				249267	62582		06/04/2021 07/11/21	373.05
Invoice: 62582							PW/READER BOARD TOW TO SURPLUS	

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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		
				373.05 73637939 541100	O&M ALLOC-FLEET UPGRADES-P SVC			
					CHECK	356810	TOTAL:	1,119.15
356811	07/14/2021	PRTD	8244 THE HOME DEPOT PRO	249233 621774512	06/08/2021		07/11/21	4,091.21
			Invoice: 621774512		PW/SUPPLIES			
				4,091.21 73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			
					CHECK	356811	TOTAL:	4,091.21
356812	07/14/2021	PRTD	562 T M G SERVICES INC	249235 0046708-IN	06/11/2021		07/11/21	3,550.56
			Invoice: 0046708-IN		PW/MX SUPPLIES			
				3,550.56 73411345 531100	OFFICE SUPPLIES			
					CHECK	356812	TOTAL:	3,550.56
356813	07/14/2021	PRTD	8243 TILZ	249234 MAY 2021	06/07/2021		07/11/21	456.50
			Invoice: MAY 2021		PQ/WOOD WASTE			
				456.50 73111427 531100	OFFICE SUPPLIES			
					CHECK	356813	TOTAL:	456.50
356814	07/14/2021	VOID	6714 ** NOT FOUND					.00
			Invoice: TOSHIBA: INPUT ERROR ON INVOICE AMT - VOID AND REISSUE. SEE CK#356824					.00
					CHECK	356814	TOTAL:	.00
356815	07/14/2021	PRTD	2190 UNITED PARCEL SERVIC	249238 000028Y3Y1251	06/19/2021		07/11/21	14.56
			Invoice: 000028Y3Y1251		POL/SHIPPING			
				14.56 91011215 542500	GG-C/E-PD-POSTAGE			
					CHECK	356815	TOTAL:	14.56
356816	07/14/2021	VOID	7314 ** NOT FOUND					.00
			Invoice: US BANK: INPUT ERROR ON VENDOR #: S/B ACE - VOID CK & INV. NO REISSUE.					.00
					CHECK	356816	TOTAL:	.00
356817	07/14/2021	PRTD	1152 USA BLUE BOOK	249239 597579	05/10/2021		07/11/21	1,025.36
			Invoice: 597579		PW/CAL GAS			
				1,025.36 73425358 531100	O&M-WWTP-SUPPLIES			
				249240 598567	05/10/2021		07/11/21	46.98
			Invoice: 598567		PW/HYDROCHLORIC ACID			
				46.98 73425358 531100	O&M-WWTP-SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 608258				249241 608258	05/19/2021		07/11/21	211.41
				211.41 73425358 531100	PW/CAL GAS	O&M-WWTP-SUPPLIES		
Invoice: 614247				249242 614247	05/25/2021		07/11/21	380.50
				380.50 73637948 531100	PW/GLOVES	O&M ALLOC-CITY WIDE SUPPLIES		
Invoice: 615333				249243 615333	05/26/2021		07/11/21	109.78
				109.78 73425358 531100	PW/BOTTLES	O&M-WWTP-SUPPLIES		
Invoice: 627150				249244 627150	06/08/2021		07/11/21	608.18
				608.18 73425358 531100	PW/WWTP SUPPLIES	O&M-WWTP-SUPPLIES		
Invoice: 633807				249245 633807	06/15/2021		07/11/21	94.00
				94.00 73425358 531100	PW/TUBING	O&M-WWTP-SUPPLIES		
Invoice: 643841				249246 643841	06/24/2021		07/11/21	750.03
				750.03 73425358 531100	PW/WWTP SUPPLIES	O&M-WWTP-SUPPLIES		
					CHECK	356817 TOTAL:		3,226.24
356818 07/14/2021 PRTD		1945 WA ST DEPT LABOR & I		249248 280653	06/11/2021		07/11/21	134.10
Invoice: 280653				134.10 73011183 549800	PW/ELEVATOR OPER. CERTIF	O&M-C/E-CH FAC-PERMITS		
					CHECK	356818 TOTAL:		134.10
356819 07/14/2021 PRTD		4513 WM CORPORATE SERVICE		249249 0038735-1048-5	06/01/2021		07/11/21	3,427.33
Invoice: 0038735-1048-5				3,427.33 73425358 54790100551	PW/SOLID WASTE DISPOSAL	BIOSOLIDS WASTE DISPOSAL		
					CHECK	356819 TOTAL:		3,427.33
356820 07/14/2021 PRTD		710 WCIA		249268 15143	06/22/2021		07/11/21	100.00
Invoice: 15143				100.00 51011214 443410	POL/NO SHOW TRAINING INVOICE	PD-C/E-ADMIN-TRAINING		
					CHECK	356820 TOTAL:		100.00
356821 07/14/2021 PRTD		5709 WEBCHECK INC		249251 6972	06/30/2021		07/11/21	261.60
Invoice: 6972				130.80 43411341 541100	FIN/WEBCHECK SVCS JUN 2021	FIN - WATER ADMIN PROF SERVICE		

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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			
				130.80	43421351	541100	FIN - SEWER ADMIN PROF SERVICE		
							CHECK 356821 TOTAL:	261.60	
356822	07/14/2021	PRTD	499 WESTBAY AUTO PARTS I	249252	634478		05/20/2021	07/11/21	-181.55
			Invoice: 634478				PW/WARRANTY CREDIT		
				-181.55	73637959	53110000856	MECH P/U-20%GF, STR, WTR, SWR, SWM		
			Invoice: 636604	249254	636604		05/28/2021	07/11/21	54.35
				54.35	990	141100	PW/FUEL & OIL FILTERS MERCHANDISE		
			Invoice: 637546	249255	637546		06/02/2021	07/11/21	50.37
				50.37	990	141100	PW/FUEL & OIL FILTERS, COOLANT MERCHANDISE		
			Invoice: 637768	249269	637768		06/03/2021	07/11/21	53.80
				53.80	990	141100	PW/FILTERS MERCHANDISE		
			Invoice: 638274	249270	638274		06/04/2021	07/11/21	48.27
				48.27	990	141100	PW/FILTERS MERCHANDISE		
			Invoice: 639444	249271	639444		06/09/2021	07/11/21	24.23
				24.23	73111423	531100	PW/IGNITION SWITCH OFFICE SUPPLIES		
			Invoice: 639679	249272	639679		06/10/2021	07/11/21	11.84
				11.84	990	141100	PW/FUEL FILTERS, FUEL CAP MERCHANDISE		
			Invoice: 639680	249273	639680		06/10/2021	07/11/21	23.74
				23.74	73638935	531100	PW/AIR FILTER O&M-STD ALLOCATION-SUPPLIES		
			Invoice: 639683	249274	639683		06/10/2021	07/11/21	5.04
				5.04	990	141100	PW/OIL FILTER MERCHANDISE		
			Invoice: 639714	249275	639714		06/10/2021	07/11/21	29.14
				29.14	990	141100	PW/AIR, FUEL FILTERS MERCHANDISE		
			Invoice: 639784	249276	639784		06/10/2021	07/11/21	87.44
				87.44	73638935	531100	PW/BLUE DEF O&M-STD ALLOCATION-SUPPLIES		
			Invoice: 639858	249277	639858		06/10/2021	07/11/21	185.08
				185.08	73011483	531100	PW/GLOVES O&M-GF-MECH SHOP-SUPPLIES		

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
Invoice: 640098				249278	640098	06/11/2021		07/11/21	66.24
				66.24	73011483 531100	PW/FILTERS, COOLANT O&M-GF-MECH SHOP-SUPPLIES			
Invoice: 640948				249279	640948	06/15/2021		07/11/21	66.97
				66.97	73638935 531100	PW/FILTERS O&M-STD ALLOCATION-SUPPLIES			
Invoice: 641529				249280	641529	06/17/2021		07/11/21	4.94
				4.94	990 141100	PW/OIL FILTER MERCHANDISE			
Invoice: 641531				249281	641531	06/17/2021		07/11/21	49.73
				49.73	990 141100	PW/FUEL FILTER MERCHANDISE			
Invoice: 641561				249282	641561	06/17/2021		07/11/21	35.15
				35.15	990 141100	PW/FILTERS MERCHANDISE			
Invoice: 641578				249284	641578	06/17/2021		07/11/21	96.20
				96.20	990 141100	PW/FILTERS MERCHANDISE			
Invoice: 641816				249285	641816	06/18/2021		07/11/21	179.85
				179.85	73011581 531100	PW/BATTERY, CORE DEP O&M-C/E-PCD VEH WORK-SUPPLIES			
Invoice: 641821				249286	641821	06/18/2021		07/11/21	13.12
				13.12	73011581 531100	PW/AIR FILTER O&M-C/E-PCD VEH WORK-SUPPLIES			
Invoice: 641863				249287	641863	06/18/2021		07/11/21	66.22
				66.22	990 141100	PW/BELT MERCHANDISE			
Invoice: 642903				249288	642903	06/22/2021		07/11/21	33.06
				33.06	990 141100	PW/BELT MERCHANDISE			
Invoice: 642981				249292	642981	06/23/2021		07/11/21	51.94
				51.94	990 141100	PW/FILTERS MERCHANDISE			
Invoice: 643112				249293	643112	06/23/2021		07/11/21	33.36
				33.36	990 141100	PW/AIR FILTER MERCHANDISE			
Invoice: 643176				249295	643176	06/23/2021		07/11/21	56.96
				56.96	73637941 531100	PW/U JOINT VACTOR R&M-SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 643509				249296 643509	06/24/2021		07/11/21	36.62
				36.62 990 141100	PW/SOLVENT	MERCHANDISE		
Invoice: 643538				249297 643538	06/24/2021		07/11/21	-19.62
				-19.62 73011581 531100	PW/CORE DEPOSIT	O&M-C/E-PCD VEH WORK-SUPPLIES		
Invoice: 644757				249299 644757	06/30/2021		07/11/21	13.07
				13.07 73638935 531100	PW/MIRROR	O&M-STD ALLOCATION-SUPPLIES		
Invoice: 644758				249300 644758	06/30/2021		07/11/21	26.97
				26.97 73638935 531100	PW/OIL & FUEL FILTERS	O&M-STD ALLOCATION-SUPPLIES		
							CHECK 356822 TOTAL:	1,202.53
356823 07/14/2021 PRTD	522 WA ST DEPT OF TRANSP		249302	RE-313-ATB10614144	06/14/2021	20210030	07/11/21	146.11
Invoice: RE-313-ATB10614144				146.11 72334562 66300001077	WSDOT ADMIN FEES - EH PH 2	C40-EAGLE HARBOR PH2-CONSTR		
							CHECK 356823 TOTAL:	146.11
356824 07/14/2021 PRTD	6714 TOSHIBA FINANCIAL SE		249236	29580135	06/24/2021		07/11/21	224.23
Invoice: 29580135				224.23 73637891 545000	PW/COPIER LEASE	RENTS & LEASES - OPERATING		
Invoice: 29580136				249237 29580136	06/24/2021		07/11/21	234.42
				234.42 51011211 545000	POL/COPIER LEASE	PD-C/E-ADMIN RENTS/LEASE		
							CHECK 356824 TOTAL:	458.65
NUMBER OF CHECKS					131	*** CASH ACCOUNT TOTAL ***		567,231.85
					COUNT	AMOUNT		
TOTAL PRINTED CHECKS					129	567,231.85		
TOTAL VOIDED CHECKS					2	.00		
							*** GRAND TOTAL ***	567,231.85

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

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CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021	7	31									
APP	402-213000		07/14/2021	07/11/21	071421			ACCOUNTS PAYABLE		28,084.20	
APP	635-111100		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL CASH			567,231.85
APP	403-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		79,979.03	
APP	101-213000		07/14/2021	07/11/21	071421			STREETS - ACCOUNTS PAYABLE		21,788.79	
APP	401-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		102,688.09	
APP	001-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL GENERAL - ACCOUNTS PAYABLE		145,138.53	
APP	631-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		31,068.10	
APP	407-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		4,307.49	
APP	104-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL CIVIC IMPR - ACCOUNTS PAYABLE		16,000.00	
APP	650-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		5,678.25	
APP	108-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL AFFORD HSG - ACCOUNTS PAYABLE		1,825.00	
APP	301-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		1,106.11	
APP	501-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ER&R-ACCOUNTS PAYABLE		128,908.23	
APP	901-213000		07/14/2021	07/11/21	071421			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		660.03	
GENERAL LEDGER TOTAL										567,231.85	567,231.85
APP	631-130000		07/14/2021	07/11/21	071421			DUE TO/FROM CLEARING		536,163.75	
APP	402-130000		07/14/2021	07/11/21	071421			DUE TO/FROM CLEARING			28,084.20
APP	403-130000		07/14/2021	07/11/21	071421			DUE TO/FROM CLEARING			79,979.03
APP	101-130000		07/14/2021	07/11/21	071421			STREETS - DUE TO/FROM CLEARING			21,788.79
APP	401-130000		07/14/2021	07/11/21	071421			DUE TO/FROM CLEARING			102,688.09
APP	001-130000		07/14/2021	07/11/21	071421			GENERAL - DUE TO/FROM CLEARING			145,138.53
APP	407-130000		07/14/2021	07/11/21	071421			DUE TO/FROM CLEARING			4,307.49
APP	104-130000		07/14/2021	07/11/21	071421			CIVIC IMPR DUE TO/FROM CLEAR'G			16,000.00

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JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 650-130000	07/14/2021	07/11/21	071421				DUE TO/FROM CLEARING		5,678.25	
APP 108-130000	07/14/2021	07/11/21	071421				AFFORD HSG DUE TO/FROM CLEAR'G		1,825.00	
APP 301-130000	07/14/2021	07/11/21	071421				DUE TO/FROM CLEARING		1,106.11	
APP 501-130000	07/14/2021	07/11/21	071421				ER&R-DUE TO/FROM CLEARING		128,908.23	
APP 901-130000	07/14/2021	07/11/21	071421				DUE TO/FROM CLEARING		660.03	
SYSTEM GENERATED ENTRIES TOTAL									536,163.75	536,163.75
JOURNAL 2021/07/31 TOTAL									1,103,395.60	1,103,395.60

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

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2021 7	31	07/14/2021	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	145,138.53	145,138.53
				FUND TOTAL	145,138.53	145,138.53
101 STREET FUND 101-130000 101-213000	2021 7	31	07/14/2021	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	21,788.79	21,788.79
				FUND TOTAL	21,788.79	21,788.79
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2021 7	31	07/14/2021	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	16,000.00	16,000.00
				FUND TOTAL	16,000.00	16,000.00
108 AFFORDABLE HOUSING FUND 108-130000 108-213000	2021 7	31	07/14/2021	AFFORD HSG DUE TO/FROM CLEAR'G AFFORD HSG - ACCOUNTS PAYABLE	1,825.00	1,825.00
				FUND TOTAL	1,825.00	1,825.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,106.11	1,106.11
				FUND TOTAL	1,106.11	1,106.11
401 WATER OPERATING FUND 401-130000 401-213000	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	102,688.09	102,688.09
				FUND TOTAL	102,688.09	102,688.09
402 SEWER OPERATING FUND 402-130000 402-213000	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	28,084.20	28,084.20
				FUND TOTAL	28,084.20	28,084.20
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	79,979.03	79,979.03
				FUND TOTAL	79,979.03	79,979.03
407 BUILDING & DEVELOPMENT FUND	2021 7	31	07/14/2021			

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
407-130000 407-213000				DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,307.49	4,307.49
				FUND TOTAL	4,307.49	4,307.49
501 EQUIPMENT RENTAL & REVOLVING 501-130000 501-213000	2021 7	31	07/14/2021	ER&R-DUE TO/FROM CLEARING ER&R-ACCOUNTS PAYABLE	128,908.23	128,908.23
				FUND TOTAL	128,908.23	128,908.23
631 CLEARING FUND 631-130000 631-213000 635-111100	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	536,163.75 31,068.10	567,231.85
				FUND TOTAL	567,231.85	567,231.85
650 AGENCY FUND 650-130000 650-213000	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5,678.25	5,678.25
				FUND TOTAL	5,678.25	5,678.25
901 CITY-WIDE REPORTING FUND 901-130000 901-213000	2021 7	31	07/14/2021	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	660.03	660.03
				FUND TOTAL	660.03	660.03

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		145,138.53
101	STREET FUND		21,788.79
104	CIVIC IMPROVEMENT FUND		16,000.00
108	AFFORDABLE HOUSING FUND		1,825.00
301	CAPITAL CONSTRUCTION FUND		1,106.11
401	WATER OPERATING FUND		102,688.09
402	SEWER OPERATING FUND		28,084.20
403	STORM & SURFACE WATER FUND		79,979.03
407	BUILDING & DEVELOPMENT FUND		4,307.49
501	EQUIPMENT RENTAL & REVOLVING		128,908.23
631	CLEARING FUND	536,163.75	
650	AGENCY FUND		5,678.25
901	CITY-WIDE REPORTING FUND		660.03
	TOTAL	536,163.75	536,163.75

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME:

AGENDA ITEM: Approve City Council Meeting Minutes,

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve City Council meeting minutes.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[City Council Study Session Minutes, June 15, 2021.pdf](#)

[City Council Regular Business Meeting Minutes, June 22, 2021.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, JUNE 15, 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 Deets, Fantroy-Johnson, Pollock, and Schneider were present. Councilmember Carr was absent and excused.

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

Councilmember Deets moved and Councilmember Fantroy-Johnson seconded to approve the agenda as presented. The motion carried unanimously, 6-0. There were no conflicts of interest disclosed.

3) [FUTURE COUNCIL AGENDAS](#)

3.A [Review Future Council Agendas](#)

[Cover Page](#)

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

City Manager King highlighted certain agenda items. Councilmember Schneider asked if her request for a discussion on the Climate Change Advisory Committee vetting community ideas will be scheduled on a future agenda, and Mayor Nassar confirmed it will be scheduled.

4) [PRESENTATIONS](#)

4.A [Receive Report on Climate Action Plan - Climate Change Advisory Committee](#)

[Cover Page](#)

[CAP Status update - CC 06152021](#)

[CAP Implementation Matrix June 5, 2021, for CC 06152021.pdf](#)

Mike Cox, Chair of the Climate Change Advisory Committee (CCAC) provided a presentation with an update on the Climate Action Plan. CCAC member Lara Hansen joined the discussion with Council.

4.B [Receive Comments and Recommendations from the Climate Change Advisory Committee on Council Direction on Sea Level Rise Amendments as part of the Shoreline Master Program Periodic Review - CCAC Members](#)

[Cover Page](#)

[Approach to Sea Level Rise - CC 06152021.pptx](#)

[CCAC Recommendations on Sea Level Rise assessment June 5, 2021](#)

[CCAC Sea Level Rise Response - Staff memo for CC 06152021](#)

CCAC Chair Mike Cox provided the committee's recommendations on sea level rise, and Council discussed the topic.

5) UNFINISHED BUSINESS

5.A Review Revised Draft Plastics Ordinance No. 2021-18 - Executive

[Cover Page](#)

[Draft Revised Plastics Ordinance 2021-18.pdf](#)

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

Council's consensus was to include prohibitions against offering plastic utensils in bins, beverage cups, and asking customers if they would like a utensil in the next draft. Staff will include alternate language regarding offering utensils in the next draft and will work from Deputy Mayor Hytopoulos's draft ordinance. Council agreed that provisions relating to on-premises dining will be excluded at this time.

MOTION: I move to create a plastic and waste reduction task force composed of two to three Council members, two to three individuals with expertise in plastic and waste reduction, and two to three individuals representing the business community. The scope of the task force is to examine and make recommendations to the full Council on measures to be taken to reduce the use of plastics and waste in food service businesses on Bainbridge Island.

Deets/Schneider: The motion failed 3 – 3.

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

5.B Receive Update on Wyatt Way and Madison Avenue Mini-Roundabout - Public Works

[Cover Page](#)

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

6) NEW BUSINESS

6.A Review Funding Criteria for American Rescue Plan Act (ARPA) Grant - Finance

[Cover Page](#)

[Slides_for_CC_06152021 -Draft3.pptx](#)

City Manager King introduced the agenda item. Finance Director Pitt provided additional information. Council discussed potential uses for the funds.

MOTION: I move to accept the American Rescue Plan Act (ARPA) grant from the State of Washington Office of Financial Management in the amount of \$7,061,885, adopt principles for expenditure of ARPA funds, and direct the City Manager to present at a future Council Meeting specific projects, programs, or opportunities consistent with the principles adopted by the City Council.

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

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

7) **FOR THE GOOD OF THE ORDER**

Councilmember Fantroy-Johnson provided information on the Juneteenth celebration.

8) **ADJOURNMENT**

Deputy Mayor Hytopoulos adjourned the meeting at 9:09 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 22, 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 Carr, Deets, Fantroy-Johnson, Pollock and Schneider were present.

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

Councilmember Nassar moved and Councilmember Schneider seconded to change the title of item 7.A to “Consideration of Single-use Food Ware and Waste Reduction Ordinance.” The motion carried unanimously, 7-0.

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

3) [PUBLIC COMMENT](#)

3.A Instructions and Guidelines for Providing Public Comment - City Clerk

[Cover Page](#)

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

Anika Toma spoke in favor of Bainbridge Greenways.

Kevin Miller commented on the draft letter relating to the Triangle Property.

Stefan Goldby, Chamber of Commerce, spoke about the single-use food ware and waste reduction ordinance.

Sal DeRosalia spoke about public comment concerns and the single-use food ware and waste reduction ordinance.

Wendy Tyner spoke in support of the letter relating to the Triangle Property.

Kaylie Treskin spoke in favor of a bike network.

David Shaw spoke against the single-use food ware and waste reduction ordinance.

4) CITY MANAGER'S REPORT

City Manager King mentioned racial equity training with the Leadership Team, City Hall reopening on July 1, and refunding 1998 and 2011 bonds.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda

[Cover Page](#)

5.B Consider Approval of Accounts Payable and Payroll

[Cover Page](#)

[AP Report to Council of Cash Disbursements 06-23-21.pdf](#)

[Council Report 6-20-21-signed.pdf](#)

5.C Consider Approval of City Council Meeting Minutes

[Cover Page](#)

[City Council Study Session Minutes, June 1, 2021.pdf](#)

[City Council Regular Business Meeting Minutes, June 8, 2021.pdf](#)

5.D Approve Haggar-Scribner Properties Foundation Bench Donation Agreement on Winslow Way - Public Works

[Cover Page](#)

[Donation Bench Agreement - 380 Winslow.docx](#)

[Attachment A - bench description.pdf](#)

[Attachment B - bench location plan.pdf](#)

5.E Consider Appointments to the Climate Change Advisory Committee - Council

[Cover Page](#)

[Broekhoff - CCAC \(Redacted\).pdf](#)

[Cox - CCAC \(Redacted\).pdf](#)

[Hansen - CCAC \(Redacted\).pdf](#)

[Harmon - CCAC \(Redacted\).pdf](#)

[Kydd - CCAC \(Redacted\).pdf](#)

[Richard - CCAC \(Redacted\).pdf](#)

5.F Consider Appointments to the Planning Commission - Council

[Cover Page](#)

[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](#)

5.G Consider Appointments to the Design Review Board - Council

[Cover Page](#)

[Clayton - DRB \(Redacted\).pdf](#)

[Dunstan - DRB \(Redacted\).pdf](#)

5.H Approve Joint Council and Ethics Board Subcommittee Form

[Cover Page](#)

[Joint Council and Ethics Board Subcommittee.docx](#)

5.I Consider Authorizing Public Works Trust Fund (PWTF) Loan Application - Public Works

[Cover Page](#)

[PWB_All_Loan_Programs_2021_Guidelines.pdf](#)

[Water Tank_Wood Ave CIP.pdf](#)

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

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

6) FUTURE COUNCIL AGENDAS

6.A Review Future Council Agendas

[Cover Page](#)

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

City Manager King highlighted future Council agenda items.

Councilmember Carr asked to add a discussion of the Transfer of Development Rights (TDR) program on the July 6, 2021 agenda, and Council concurred.

Councilmember Carr requested a discussion on the Planning Commission's recorded motion related to Ordinance No. 2021-03 related to hotels in the Central Core, Gateway, and Ferry Terminal districts, and Council concurred.

Councilmember Carr asked to add an agenda item to consider terminating the hazard pay ordinance on a future agenda, and Council concurred.

Deputy Mayor Hytopoulos asked to add a discussion on budgeting for police and other services. Councilmember Schneider supported the request. The motion to add the item to a future Council agenda failed 4-3 with Deputy Mayor Hytopoulos and Councilmembers Deets and Schneider voting in favor.

Deputy Mayor Hytopoulos asked to add a discussion on removing Councilmember Views from COBI Connects, and Council concurred.

Councilmember Fantroy-Johnson asked to add a discussion on the roundabout at Adas Will and Landmark Trees to a business meeting, and Council concurred.

Councilmember Pollock asked to add his proposed changes to the Ethics Program to a future Council agenda. Councilmember Fantroy-Johnson supported the request. The motion to add the item to a future Council agenda passed 4-3 with Deputy Mayor Hytopoulos and Councilmembers Deets and Schneider voting against.

7) UNFINISHED BUSINESS

7.A Consider Adoption of Single-Use Food Ware and Waste Reduction Ordinance No. 2021-18 - Executive

[Cover Page](#)

Deputy City Attorney Sletten introduced the agenda item, and Council discussed the ordinance.

Councilmember Deets moved and Councilmember Schneider seconded to amend the motion to change the effective date of the ordinance to July 1, 2022. The amendment failed 5-2 with Councilmembers Schneider and Deets voting in favor.

MOTION: I move to approve Ordinance 2021-18, amended as follows:

1. Delete proposed new definition of “unsolicited request” as provided in newly added BIMC 8.24.005.I; and
2. Revise newly added BIMC 8.24.025 to read “Single-use food service products upon customer’s affirmation;” and
3. Revise newly added BIMC 8.24.025.A to read, “A retail food establishment may provide the following single-use food service products only upon customer’s affirmation for the below item or items:”
4. Revise newly added BIMC 8.24.025.B to read, “A retail food establishment may provide beverage cup lids without customer’s affirmation for:”

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

Councilmember Deets moved and Councilmember Schneider seconded to create a plastic and waste reduction task force composed of 2-3 Councilmembers, 2-3 individuals with expertise in plastic and waste reduction, and 2-4 individuals representing the affected business community. The scope of the task force is to deliver recommendations to the full Council no later than September 28 on measures to reduce plastic and waste in retail food establishments on Bainbridge Island. Councilmember Deets moved and Councilmember Pollock seconded to amend the motion to appoint 2 to 4 individuals with expertise in plastic waste reduction. The amendment carried unanimously, 7-0.

AMENDED MOTION: I move to create a plastic and waste reduction task force composed of 2-3 Councilmembers, 2-4 individuals with expertise in plastic and waste reduction, and 2-4 individuals representing the affected business community. The scope of the task force is to deliver recommendations to the full Council no later than September 28 on measures to reduce plastic and waste in retail food establishments on Bainbridge Island.

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

7.B Consider Professional Services Agreement with the Kitsap Small Business Development Center in the Amount of \$10,000 - Executive

[Cover Page](#)

[WWU_SBDC_PSA.docx](#)

Mayor Nassar introduced the agenda item.

MOTION: I move to take from the table the proposed contract with the Kitsap Small Business Development Center for services in the amount of \$10,000.

Deets/Fantroy-Johnson: The motion carried 6 – 1.

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

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 from Council contingency and execute the agreement substantially in the form attached.

Schneider/Deets: The motion carried 6 – 1.

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

7.C Review Draft Letter to Department of Natural Resources (DNR) re: Reclamation of "Triangle Property" - Planning
[Cover Page](#)
[Triangle_Property_Draft_Letter_to_DNR_06222021](#)
[Surface Mining Reclamation Permit No. 70-013120.pdf](#)
[Reclamation Sheet_MAP Ltd_Geology and Earth_01152008.pdf](#)

City Manager King introduced the agenda item. Planning Director Wright and Planning Manager Greetham provided additional information.

Council asked for additional information on SEPA and local enforcement authority.

MOTION: I move to direct the City Manager to schedule a meeting between the City Manager, neighbors of the Triangle Property, Mr. Greetham, and other members of staff to discuss and hear input on the draft DNR letter that is in our agenda packet tonight.

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

7.D Appointments to the Ethics Board - Mayor Nassar, Councilmember Fantroy-Johnson
[Cover Page](#)
[Bonker - Ethics Board \(Redacted\).pdf](#)
[Davison - Ethics Board \(Redacted\).pdf](#)
[Godwin - Ethics Board \(Redacted\).pdf](#)
[McFadden - Ethics Board \(Redacted\).pdf](#)
[Neal - Ethics Board \(Redacted\).pdf](#)
[Hollinger - Ethics Board \(Redacted\).pdf](#)
[Mallon - Ethics Board \(Redacted\).pdf](#)

MOTION: I move to table discussion of this agenda item pending a discussion on whether we are going to have an Ethics Board or a hearings officer.

Pollock/Carr: The motion carried 4 – 3.

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

8) NEW BUSINESS

8.A Appoint Deputy Mayor - Council
[Cover Page](#)

MOTION: I nominate Michael Pollock as Deputy Mayor.

Fantroy-Johnson/Carr: The motion carried 4 – 3.

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

NOES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos

ABSENT: None

ABSTAIN: None

8.B Consider Rescinding Proclamation of Local Emergency - Council

[Cover Page](#)

City Manager King introduced the agenda item.

MOTION: I move to authorize the City Manager to rescind or terminate the Proclamation of Emergency.

Carr/Deets: The motion carried 5 – 1.

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

NOES: Kirsten Hytopoulos

ABSENT: Rasham Nassar

ABSTAIN: None

8.A Appoint Deputy Mayor - Council [Continued]

Deputy City Attorney Sletten raised a point of order regarding the previous motion for item 8.A.

MOTION: I move to appoint Michael Pollock as Deputy Mayor.

Fantroy-Johnson/Carr: The motion carried 4 – 3.

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

NOES: Joe Deets, Leslie Schneider, Kirsten Hytopoulos

ABSENT: None

ABSTAIN: None

8.C Consider Approval of COVID Cleaning Professional Services Agreement Amendment No. 4 and Budget Amendment; \$24,624 - Public Works

[Cover Page](#)

[Amendment No. 4 COVID Cleaning Contract.docx](#)

[Janitorial COVID Original Agreement.pdf](#)

[Janitorial COVID PSA Amend No. 1.pdf](#)

[Janitorial COVID PSA Amend No. 2.pdf](#)

[Janitorial COVID Amend No. 3 Pending.pdf](#)

[Resolution_No_2020-06_COVID-19 Emerg Proclamation_031020.pdf](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the COVID Cleaning Professionals Services Agreement Amendment No. 4, and second quarter budget amendment of \$24,624.00, to the July 13, 2021, consent agenda for approval.

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

9) COUNCIL DISCUSSION

9.A Discuss and Identify Items that may be Removed from the Council's 2021 Workplan - Council, Executive

Cover Page

Workplan Transmittal memo for CC 06222021

2021 Workplan 06-2021 for CC 06222021

City Manager King introduced the agenda item, and Council discussed the topic.

9.B Review Council Ad Hoc Committees and Subcommittees - Executive

Cover Page

Council Ad Hoc and Subcommittee Spreadsheet.pdf

City Manager King introduced the agenda item. Deputy City Manager Schroer provided additional information.

Council discussed the joint land use subcommittee.

Council agreed that the scope of work for the Hazard Pay for Grocery Workers Ad Hoc Committee was complete.

10) COMMITTEE REPORTS

Councilmember Deets mentioned a previous Memorandum of Understanding with the Suquamish Tribe and reconstituting an intergovernmental committee. Councilmember Fantroy-Johnson provided a report on Housing Kitsap.

11) FOR THE GOOD OF THE ORDER

Council discussed the timing of ward meetings.

12) ADJOURNMENT

Mayor Nassar adjourned the meeting at 9:05 p.m.

Rasham Nassar, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Award Annual Roads Program Contract (\$425,634.40) - Public Works,

SUMMARY: The 2021 Annual Roads project consists of asphalt surfacing repairs to streets island-wide. See attached location map.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Award the 2021 Annual Roads Program contract to Central Paving LLC in the amount of \$425,634.40.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$425,634.40
Ongoing Cost:	
One-Time Cost:	\$425,634.40
Included in Current Budget?	Yes

BACKGROUND: The 2021 Annual Roads project consist of Island-wide asphalt repairs and patching including pulverizing existing road surface, grading, and paving.

The repair locations were prioritized using a pavement preservation analysis, as well as visual field inspections, to ensure a positive cost-benefit ratio as well as maintenance of the overall Island's pavement preservation score.

Bids were solicited through the area newspapers, Daily Journal of Commerce, City's bids & awards webpage and listserv. The bid opening was held on June 29, 2021, and three bids were received. See attached bid form.

Staff has reviewed the bid documentation and contractor's qualifications and recommends that the City Council award this contract to the apparent low bidder, Central Paving, LLC, in the base bid amount of \$ \$299,722.40 plus all three alternates equaling \$425,634.40. The engineers estimate is \$575,000 to \$600,000.

The Alternates include:

- Alternate A1 – Elizabeth Place
- Alternate A2 – Pleasant Beach Rd from Wharf to Campbell
- Alternate A3 – Henderson Rd

Given the low nature of the bid as compared to the engineer's estimate, the Department is considering options to extend the limits of work within the allowable budget to maximize the asset lifespan.

To view the project webpage, please visit: <https://www.bainbridgewa.gov/270/>

ATTACHMENTS:

[2021 Roads Project Contract.docx](#)

[2021 Annual Roads Bid Form.docx](#)

[2021 Annual Roads Map.jpg](#)

FISCAL DETAILS: There is a total of \$640,000 of budget in the Street Funds to pay for this work.

Fund Name(s): Streets Fund

Coding:

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the __, day of _____, 2021, by and between the City of Bainbridge Island (“City” and/or “CONTRACTING AGENCY”) and Central Paving LLC, a Washington state corporation (“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 **2021 ANNUAL ROADS**, 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 Four Hundred Twenty-Five Thousand, Six Hundred Thirty-Four and 40/100 Dollars (\$425,634.40) (“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.

CENTRAL PAVING, LLC

By: _____

Its: _____

Date: _____

CITY OF BAINBRIDGE ISLAND:

By: _____

Blair King, City Manager

Date: _____



2021 Annual Roads Project

Bid Opening Date: June 29, 2021 & Bids Open @ 10:00 AM

Note: Bids Are Opened in Order Received. Bids Solicited by: <input checked="" type="checkbox"/> Advertisement <input type="checkbox"/> Small Works Roster The Engineers Estimate is: \$475k to \$600k	Bidder #1 Lakeside Industries Inc	Bidder #2 Granite Construction Company	Bidder #3 Central Paving LLC	
Proposal	✓	✓	✓	
Signature Page – Addenda Acknowledged if applicable	✓	✓	✓	
Addendum No. 1 Acknowledged	✓	✓	✓	
Non-Collusion Declaration	✓	✓	✓	
Proposal Bond (5%)	✓	✓	✓	
Statement of Bidders Qualifications	✓	✓	✓	
Statement of Proposed Subcontractors	✓	✓	✓	
TOTAL BASE BID AMOUNT	\$348,317.00	\$356,585.00	\$299,722.40	
TOTAL BASE BID + ALTERNATE A1	\$392,992.30	\$392,970.00	\$326,840.40	
TOTAL BASE BID + ALTERNATE A2	\$406,292.00	\$434,975.00	\$361,776.40	
TOTAL BASE BID + ALTERNATE A3	\$398,865.00	\$400,740.00	\$336,462.40	
TOTAL BASE BID ALTERNATE A1 + A2	\$450,967.30	\$471,360.00	\$388,894.40	
TOTAL BASE BID ALTERNATE A1 + A3	\$443,540.30	\$437,125.00	\$363,580.40	
TOTAL BASE BID ALTERNATE A1 + A2 + A3	\$501,515.30	\$515,515.00	\$425,634.40	

A total of 3 bids were received for the 2021 Roads Project. Project Manager, Emily Cady, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Central Paving LLC, in the amount of \$425,634.40.

2021 ANNUAL ROAD WORK

- 1 Euclid Ave**
*Between Meigs St
and Washington Ave*
- 2 Henderson Rd**
*Between Ralston Rd
and Seabold Rd*
- 3 Olympic
Terrace Ave**
*Between Monte Vista Dr
and Maple St*
- 4 Elizabeth Pl**
*Between W end and
Commodore Ln*
- 5 Inland Way**
*Between Lovell Ave
and Graw Ave*
- 6 Shannon Dr**
*Between SE end
and Bjune Dr*
- 7 Pleasant
Beach Dr**
*Between Wharf St and
Campbell St*
- 8 Pleasant
Beach Dr**
*Between Fort St and
Wharf St*





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Consider Approval of COVID Cleaning Professional Services Agreement Amendment No. 4 and Budget Amendment; \$24,624 - Public Works,

SUMMARY: In response to the COVID-19 public health emergency, the City contracted with Island Hands LLC Inc. for additional deep cleaning and disinfection services for city facilities. The proposed Amendment No. 4 is for continued deep cleaning and disinfection services through September 30, 2021.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve the COVID Cleaning Professionals Services Agreement Amendment No. 4, and second quarter budget amendment of \$24,624.00.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$24,624
Ongoing Cost:	
One-Time Cost:	\$24,624
Included in Current Budget?	No

BACKGROUND: On March 9, 2020, the City Manager issued an Emergency Proclamation in response to the COVID-19 public health emergency and on March 10, 2020, the City Council adopted an Emergency Resolution.

In response to the COVID-19 public health emergency, the City and Island Hands LLC executed a Professional Services Agreement in the amount of \$30,000 on April 30, 2020, for deep cleaning and disinfection services to city facilities.

Amendment No. 1 was executed on June 11, 2020, for continued deep cleaning and disinfection services in the amount of \$55,000 and extending the Agreement through December 31, 2020; bringing the revised total contract amount to \$85,000.

Amendment No. 2 was executed on January 8, 2021, for continued deep cleaning and disinfection services in the amount of \$49,248 and extending the Agreement through June 30, 2021; bringing the revised total contract amount to \$134,248.

Amendment No. 3 was executed on June 29, 2021 and extended the Agreement until September 30, 2021, under the City Manager's signing authority.

This proposed Amendment No. 4 is to continue deep cleaning and disinfection cleaning services in the amount of \$24,624 bringing the revised total contract amount to \$158,872.

Under Section 9.0 of the City's Procurement Policy, City Council approval is required for cost increases exceeding 10% of the original contract cost (or \$50,000, whichever is greater), and is within the approved budget.

The original Agreement was approved by the City Council in March 2020 in the amount of \$30,000. Since that time several amendments have been approved to date for a revised contact amount of \$134,248. Upon approval of this proposed amendment, the revised contract amount will be \$158,872.

A budget amendment of \$24,624 from the general fund and the sewer fund will be needed for this Emergency COVID Cleaning Professionals Services Agreement. Upon Council approval, a proposed budget amendment will be included in the third quarter budget adjustment reporting for 2021.

Pursuant to BIMC 2.44.110, emergency contracts approved by the City Manager must be presented to the City Council for ratification, modification, or rejection. See attached Emergency Resolution No. 2020-06

ATTACHMENTS:

[Amendment No. 4 Emergency COVID Cleaning Contract.docx](#)

[Janitorial COVID Original Agreement.pdf](#)

[Janitorial COVID PSA Amend No. 1.pdf](#)

[Janitorial COVID PSA Amend No. 2.pdf](#)

[COVID CLEANING AMEND 3 Executed.pdf](#)

[Resolution No. 2020-06 COVID-19 Emerg Proclamation 031020.pdf](#)

FISCAL DETAILS: A budget amendment of \$24,624.00 from the general fund and the sewer fund (General fund @ 97% and Sewer Fund at 3%) will be needed for this Emergency COVID Cleaning Professionals Services Agreement. Upon Council approval, a proposed budget amendment will be included in the second quarter budget adjustment reporting for 2021.

Fund Name(s): General Fund

Coding:

**AMENDMENT NO. 4 TO
AGREEMENT FOR PURCHASED SERVICES**

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR PURCHASED SERVICES (“Amendment”) amends the Agreement for Purchased Services (“Agreement”) entered into on March 30, 2020, amended on June 11, 2020, January 8, 2021, and June 29, 2021 by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Island Hands, LLC, a Washington corporation (“Vendor”).

WHEREAS, March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager’s Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, the City and the Vendor entered into the Agreement to provide deep cleaning and disinfection of City facilities from March 11, 2020 through June 11, 2020 to reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, and allow the City to continue to provide essential services during the emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City’s Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, on June 11, 2020, the City and the Vendor executed Amendment No. 1 to the Agreement and thereby extended the term of the Agreement to December 31, 2020, adjusted the manner in which payment is made under the Agreement, and revised the Scope of Services and the Daily Checklist of the Agreement; and

WHEREAS, on January 8, 2021, the City and the Vendor executed Amendment No. 2 to the Agreement and thereby extended the term of the Agreement to June 30, 2021, adjusted the manner in which payment is made under the Agreement, and revised the Scope of Services and the Daily Checklist of the Agreement; and

WHEREAS, on June 29, 2021, the City and the Vendor executed Amendment No. 3 to the agreement to extend the term of the agreement to September 30, 2021; and

WHEREAS, the Vendor is willing to continue to provide such services in exchange for an increase of \$24,624.00 to the maximum amount payable under this Agreement; and

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

1. Section 4.A is hereby amended to read as follows:
 - A. The City shall pay the Vendor \$8,208.00 per month for all work performed under this Agreement from January 1, 2021, through September ~~June~~ 30, 2021, but not more than

the total amount of one hundred fifty-eight thousand eight hundred seventy-two dollars (\$158,872.00) ~~one hundred thirty four thousand two hundred forty eight dollars (\$134,248.00)~~ for all work performed under this Agreement.

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

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

ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

AGREEMENT FOR PURCHASED SERVICES

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

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency in response to the Kitsap Public Health District’s March 8, 2020, confirmation of the County’s first “presumptive positive” COVID-19 case on Bainbridge Island; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager’s Proclamation of Emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived for the duration of the emergency with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, to respond to the COVID-19 public health emergency, the City desires to procure services for deep cleaning and disinfection, which the City regards as nonprofessional services, for City facilities, including City Hall, Police Station, Senior Center, Waterfront Park Bathroom, Wastewater Treatment Plant, Municipal Court, and the Public Works-Operations & Maintenance facilities; and

WHEREAS, deep cleaning and disinfection of City facilities will reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, allowing the City to continue to provide essential services during the emergency; and

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

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

1. SERVICES BY VENDOR

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until June 11, 2020 unless sooner terminated by either party as provided below.

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

3. PREVAILING WAGES

In that the City is contracting for janitorial services under this Agreement, pursuant to RCW 39.12.020 and WAC 296-127-023, the City regards the work herein to be subject to Washington State Department of Labor and Industries ("L&I") prevailing wage rates. The applicable rates in initiating this Agreement are the rates in effect on the date in which a proposal was requested by the City, which date is March 9, 2020. The applicable prevailing wage rates can be found at L&I's prevailing wage website (see <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>).

4. PAYMENT

A. The City shall pay the Vendor \$30.00 per hour per employee, and the cost of supplies plus 10% in accordance with **Attachment A**, but not more than the total amount of thirty thousand dollars (\$30,000.00).

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

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

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

5. INSPECTION AND AUDIT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

11. INSURANCE

The Vendor shall maintain insurance as follows:

Commercial General Liability as described in **Attachment B**.

Professional Liability as described in **Attachment B**.

Automobile Liability as described in **Attachment B**.

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

None.

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City: _____

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

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

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

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

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

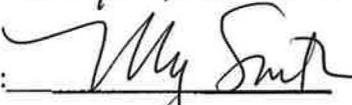
ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: 04/08/2020

Date: 4/30/2020

By: KIMS KINGOMBE

By: 

Name KIMS KINGOMBE EMBEYA

Morgan Smith, City Manager

Title OWNER

Tax I.D. #

ATTACHMENT A Scope of Services

GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on March 11, 2020 the Vendor and City Contact have daily tracked the employee's hours working on the deep cleaning and disinfection. Starting on April 15, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in Attachment C to this Agreement that details the facilities, disinfection tasks, names of the employees, and the hours worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:

For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

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- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 2-3 people)

SUPPLIES

The Vendor shall supply all cleaning products, equipment, and tools to needed to provide the services specified in this Agreement. Prior to purchase of any new supplies, the Vendor shall get written approval from the City Contact. The City shall pay for all approved supplies at the Vendor's cost plus 10%. Due to limited supplies available, the City may allow, upon request by the Vendor, use of the City's supply of disinfectant product and personal protection equipment for the duration of this Agreement.

SITE SECURITY

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

General

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

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

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

Keys

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

False Security Alarms

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

Hazardous Conditions/Damage Reporting

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

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

HAZARDOUS MATERIALS

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

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

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

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

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

**ATTACHMENT B
INSURANCE REQUIREMENTS**

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Vendors shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Vendor Limits

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

ATTACHMENT C

See Attached Daily Checklist.

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
WWTP	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)		
Office/Lab Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Lab sink		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)		
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)		
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)		
Door touch pads	1x week (Fri)	2x week (Mon, Wed)		
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)		
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Public Works-O&M	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Sink		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			

	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Municipal Court	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Police Station	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.
		Signature _____ Date _____

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
City Hall	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)		
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)		
Handrails		3x week (Tues, Thur, Sat)		
Elevator		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Vending Machines		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Conference Rooms equipment		3x week (Tues, Thur, Sat)		
Display Cases		3x week (Tues, Thur, Sat)		
Recycling Bins		3x week (Tues, Thur, Sat)		
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)		
Sink		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Senior Center	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Chairs/Benches		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		

Floors		3x week (Tues, Thur, Sat)					
Cabinets		3x week (Tues, Thur, Sat)					
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)					
Appliances-Inside/out	6x week (Sun to Fri)						
Bathroom/Toilet/Sink	6x week (Sun to Fri)						
Bathroom partitions	6x week (Sun to Fri)						
Kitchen Sink	6x week (Sun to Fri)						
Door handles, latches	6x week (Sun to Fri)						
Door touch pads	6x week (Sun to Fri)						
Light & electrical switches	6x week (Sun to Fri)						
	3-Year Janitorial Contract				COVID-19 Emergency Contract		
Waterfront Park Bathrooms	Disinfect/Sanitize				Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)					
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)					
Benches		3x week (Mon, Wed, Fri)					
Walls		3x week (Mon, Wed, Fri)					
Floors		3x week (Mon, Wed, Fri)					
Bathroom/Toilet/Sink	7x week (Sun to Sat)						
Door handles, latches	7x week (Sun to Sat)						
Door touch pads	7x week (Sun to Sat)						
Light & electrical switches	7x week (Sun to Sat)						

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.
Signature _____		Date _____

Routing Cover Sheet

General Information

Originating Department: Public Works Division: Engineering
 Document/Project Name: Amendment No. 1/Emergency Janitorial Contract-Covid-19
 Department Contact: Aaron Claiborne Ext. 3585

Document Type

ILA/MOU Contract/Agreement Amendment Change Order Other

Notes: Amendment to extend agreement through 12/31/2020

DEPARTMENT INITIAL REVIEW AND ROUTING (For City Manager-Approved Contracts)

Dept. Mgr/Supervisor: _____ Date: _____
 PW Admin: Kathrine Gormanous Date: 6/11/2020
 Dept. Director: _____ Date: 6/11/20

EXECUTIVE

Executive Admin: Roz Lassoff Date: 6/11/2020
 City Attorney: Robbie Sepler Date: 6-11-2020

CITY CLERK (For City Council – Approved Contracts)

Meeting Date: _____
 City Clerk: _____
 Contract Inventory: _____

DEPARTMENT BUDGET INFO:

Current Budget: \$ _____
 Contract/Expenditure Amount: \$ _____
 Amount Remaining: \$ _____

PW GRANT INFO:

State Grant?
 YES: NO:
 Date Authorized by WSDOT/FWHA: _____
 Federal Grant?
 YES: NO:
 Date Authorized by WSDOT/FWHA: _____

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

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PURCHASED SERVICES (“Amendment”) amends the Agreement for Purchased Services (“Agreement”) entered into on March 30, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Island Hands, LLC, a Washington corporation (“Vendor”).

WHEREAS, March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager’s Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, the City and the Vendor entered into the Agreement to provide deep cleaning and disinfection of City facilities from March 11, 2020 through June 11, 2020 to reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, and allow the City to continue to provide essential services during the emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City’s Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, the City desires that the Vendor continue to provide deep cleaning and disinfection of City facilities through December 31, 2020; and

WHEREAS, the Vendor is willing to continue to provide such services in exchange for an increase of \$55,000.00 to the maximum amount payable under this Agreement; and

WHEREAS, the City and the Vendor desire to change payment under the Agreement from hourly to a monthly lump sum, thereby reducing overall costs to the City and reducing administrative work for both the City and the Vendor .

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

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

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~June 11, 2020~~ December 31, 2020, unless sooner terminated by either party as provided below.

2. Section 4.A is hereby amended to read as follows:

~~A. The City shall pay the Vendor \$30.00 per hour per employee, and the cost of supplies plus 10% in accordance with Attachment A, but not more than the total amount of thirty thousand dollars (\$30,000.00)~~

A. The City shall pay the Vendor \$5,130.00 total for all work performed under this Agreement from June 12, 2020, through June 30, 2020, and \$8,208.00 per month for all work performed under this Agreement from July 1, 2020, through December 31, 2020, but not more than the total amount of eighty-five thousand dollars (\$85,000.00) for all work performed under this Agreement.

3. Attachment A, Scope of Services, to the Agreement is hereby repealed in its entirety and replaced as set forth on attached **Exhibit A**:

4. Attachment C, Daily Checklist, to the Agreement is hereby repealed in its entirety and replaced as set forth on attached **Exhibit B**.

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

6. Sections 1, 2, 3, 5, and 6 of this Amendment shall take effect immediately upon execution of this Amendment. Section 4 of this Amendment shall take effect on June 12, 2020.

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

ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: 06/10/20

Date: June 11, 2020

By: ^{KIMS KINGOMBE}
ISLAND HANDS LLC

By: [Signature]

Name KIMI KINGOMBE

Morgan Smith, City Manager

Title OWNER

Ellen Schroer, Deputy City Manager

Tax I.D. # _____

City Bus. Lic. # _____

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT A Scope of Services

GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on June 12, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in Exhibit B, **Attachment C** to this Agreement that details the facilities, disinfection tasks and dates worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:

For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 2-3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 2-3 people)

For the period beginning on June 12, 2020, through December 31, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

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SUPPLIES

Due to limited supplies available, the City will provide the Vendor disinfectant product and personal protection equipment for the duration of this Agreement. The Vendor shall supply all other cleaning products, equipment, and tools to needed to provide the services specified in this Agreement.

SITE SECURITY

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

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

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

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Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided

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

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

HAZARDOUS MATERIALS

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

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

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

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive

employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

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

EXHIBIT B DAILY CHECKLIST

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
WWTP	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)		
Office/Lab Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Lab sink		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)		
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)		
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)		
Door touch pads	1x week (Fri)	2x week (Mon, Wed)		
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)		
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Public Works-O&M	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Sink		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			

Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Municipal Court	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			
	3-Year Janitorial Contract			
Police Station	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			

	3-Year Janitorial Contract	COVID-19 Emergency Contract		
City Hall	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)		
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)		
Handrails		3x week (Tues, Thur, Sat)		
Elevator		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Vending Machines		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Conference Rooms equipment		3x week (Tues, Thur, Sat)		
Display Cases		3x week (Tues, Thur, Sat)		
Recycling Bins		3x week (Tues, Thur, Sat)		
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)		
Sink		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Senior Center	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Chairs/Benches		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		

Cabinets		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Bathroom partitions	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	6x week (Sun to Fri)			
Door touch pads	6x week (Sun to Fri)			
Light & electrical switches	6x week (Sun to Fri)			
	3-Year Janitorial Contract			
Waterfront Park Bathrooms	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Benches		3x week (Mon, Wed, Fri)		
Walls		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Bathroom/Toilet/Sink	7x week (Sun to Sat)			
Door handles, latches	7x week (Sun to Sat)			
Door touch pads	7x week (Sun to Sat)			
Light & electrical switches	7x week (Sun to Sat)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

The date of work was completed with COVID-19 Emergency Contract with the tasks listed above.

Signature

Date



Routing Cover Sheet

General Information

Originating Department: Public Works Division: Operations & Maintenance

Document/Project Name: Emergency Janitorial Contract (Covid-19)

AZ Department Contact: Aaron Claiborne Ext.3585

Document Type

ILA/MOU
 Contract/Agreement
 Amendment
 Change Order
 Other

Notes:

Emergency contract with Island Hands for extra cleaning and sanitizing during the Covid-19 Crisis

DEPARTMENT INITIAL REVIEW AND ROUTING (For City Manager-Approved Contracts)

Dept. Manager/Supervisor: _____
 PW Admin: Kathrine Gorkmanous
 Dept. Director: _____

Date: 4/24/2020
 Date: 04/28/2020
 Date: 4/28/20

EXECUTIVE

Executive Admin: RDL
 City Attorney: Robbie Sepler

Date: 4/28/2020
 Date: 4-30-2020

CITY CLERK (For City Council – Approved Contracts)

Meeting Date: _____
 City Clerk: _____
 Contract Inventory: _____

DEPARTMENT BUDGET INFO:

Current Budget:
 \$ _____
 Contract/Expenditure Amount:
 \$ 30,000.00
 Amount Remaining:
 \$ _____

PW GRANT INFO:

State Grant?
 YES: NO:
 Date Authorized by WSDOT/FWHA:

 Federal Grant?
 YES: NO:
 Date Authorized by WSDOT/FWHA:

AGREEMENT FOR PURCHASED SERVICES

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

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency in response to the Kitsap Public Health District’s March 8, 2020, confirmation of the County’s first “presumptive positive” COVID-19 case on Bainbridge Island; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager’s Proclamation of Emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived for the duration of the emergency with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, to respond to the COVID-19 public health emergency, the City desires to procure services for deep cleaning and disinfection, which the City regards as nonprofessional services, for City facilities, including City Hall, Police Station, Senior Center, Waterfront Park Bathroom, Wastewater Treatment Plant, Municipal Court, and the Public Works-Operations & Maintenance facilities; and

WHEREAS, deep cleaning and disinfection of City facilities will reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, allowing the City to continue to provide essential services during the emergency; and

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

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

1. SERVICES BY VENDOR

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until June 11, 2020 unless sooner terminated by either party as provided below.

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

3. PREVAILING WAGES

In that the City is contracting for janitorial services under this Agreement, pursuant to RCW 39.12.020 and WAC 296-127-023, the City regards the work herein to be subject to Washington State Department of Labor and Industries ("L&I") prevailing wage rates. The applicable rates in initiating this Agreement are the rates in effect on the date in which a proposal was requested by the City, which date is March 9, 2020. The applicable prevailing wage rates can be found at L&I's prevailing wage website (see <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>).

4. PAYMENT

A. The City shall pay the Vendor \$30.00 per hour per employee, and the cost of supplies plus 10% in accordance with **Attachment A**, but not more than the total amount of thirty thousand dollars (\$30,000.00).

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

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

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

5. INSPECTION AND AUDIT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

11. INSURANCE

The Vendor shall maintain insurance as follows:

Commercial General Liability as described in **Attachment B**.

Professional Liability as described in **Attachment B**.

Automobile Liability as described in **Attachment B**.

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

None.

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NON-WAIVER

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

17. NOTICES

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

To the City: _____

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

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

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

18. SURVIVAL

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

19. GOVERNING LAW

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

20. VENUE

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

21. COUNTERPARTS

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

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

ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: 04/08/2020

Date: 4/30/2020

By: KIMS KINGOMBE EMBEYA

By: Morgan Smith

Name KIMS KINGOMBE EMBEYA

Morgan Smith, City Manager

Title OWNER

Tax I.D. #

ATTACHMENT A Scope of Services

GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on March 11, 2020 the Vendor and City Contact have daily tracked the employee's hours working on the deep cleaning and disinfection. Starting on April 15, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in Attachment C to this Agreement that details the facilities, disinfection tasks, names of the employees, and the hours worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:

For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).**
- **Police, Court, Public Works & WWTP-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).**

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 2-3 people)**
- **Police, Court, Public Works & WWTP-Mon, Wed, Fri-4 hours each day for at least 2-3 people)**

SUPPLIES

The Vendor shall supply all cleaning products, equipment, and tools to needed to provide the services specified in this Agreement. Prior to purchase of any new supplies, the Vendor shall get written approval from the City Contact. The City shall pay for all approved supplies at the Vendor's cost plus 10%. Due to limited supplies available, the City may allow, upon request by the Vendor, use of the City's supply of disinfectant product and personal protection equipment for the duration of this Agreement.

SITE SECURITY

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

General

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

Security Plans

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

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

Keys

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

False Security Alarms

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

Hazardous Conditions/Damage Reporting

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

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

HAZARDOUS MATERIALS

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

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

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

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

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

**ATTACHMENT B
INSURANCE REQUIREMENTS**

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Vendors shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Vendor Limits

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

ATTACHMENT C

See Attached Daily Checklist.

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
WWTP	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)		
Office/Lab Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Lab sink		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)		
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)		
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)		
Door touch pads	1x week (Fri)	2x week (Mon, Wed)		
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)		
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Public Works-O&M	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Sink		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			

	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Municipal Court	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Police Station	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)		
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.
Signature _____		Date _____

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist				
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
City Hall	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)		
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)		
Handrails		3x week (Tues, Thur, Sat)		
Elevator		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Vending Machines		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		
Floors		3x week (Tues, Thur, Sat)		
Cabinets		3x week (Tues, Thur, Sat)		
Conference Rooms equipment		3x week (Tues, Thur, Sat)		
Display Cases		3x week (Tues, Thur, Sat)		
Recycling Bins		3x week (Tues, Thur, Sat)		
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)		
Sink		3x week (Tues, Thur, Sat)		
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	5x week (Mon to Fri)			
Door touch pads	5x week (Mon to Fri)			
Bathroom partitions	5x week (Mon to Fri)			
Light & electrical switches	5x week (Mon to Fri)			
	3-Year Janitorial Contract	COVID-19 Emergency Contract		
Senior Center	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Tues, Thur, Sat)		
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)		
Office/Chairs/Benches		3x week (Tues, Thur, Sat)		
Counters		3x week (Tues, Thur, Sat)		
Tables		3x week (Tues, Thur, Sat)		

Floors		3x week (Tues, Thur, Sat)					
Cabinets		3x week (Tues, Thur, Sat)					
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)					
Appliances-Inside/out	6x week (Sun to Fri)						
Bathroom/Toilet/Sink	6x week (Sun to Fri)						
Bathroom partitions	6x week (Sun to Fri)						
Kitchen Sink	6x week (Sun to Fri)						
Door handles, latches	6x week (Sun to Fri)						
Door touch pads	6x week (Sun to Fri)						
Light & electrical switches	6x week (Sun to Fri)						
	3-Year Janitorial Contract				COVID-19 Emergency Contract		
Waterfront Park Bathrooms	Disinfect/Sanitize				Disinfect/Sanitize	Date	Initial
Interior & Exterior Doors		3x week (Mon, Wed, Fri)					
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)					
Benches		3x week (Mon, Wed, Fri)					
Walls		3x week (Mon, Wed, Fri)					
Floors		3x week (Mon, Wed, Fri)					
Bathroom/Toilet/Sink	7x week (Sun to Sat)						
Door handles, latches	7x week (Sun to Sat)						
Door touch pads	7x week (Sun to Sat)						
Light & electrical switches	7x week (Sun to Sat)						

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

Employees Worked	Hours	The hours worked are for COVID-19 Emergency Contract with the tasks listed above.
Signature _____		Date _____

**AMENDMENT NO. 2 TO
AGREEMENT FOR PURCHASED SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PURCHASED SERVICES (“Amendment”) amends the Agreement for Purchased Services (“Agreement”) entered into on March 30, 2020 and amended on June 11, 2020 by the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Island Hands, LLC, a Washington corporation (“Vendor”).

WHEREAS, March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager’s Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, the City and the Vendor entered into the Agreement to provide deep cleaning and disinfection of City facilities from March 11, 2020 through June 11, 2020 to reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, and allow the City to continue to provide essential services during the emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City’s Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, on June 11, 2020, the City and the Vendor executed Amendment No. 1 to the Agreement and thereby extended the term of the Agreement to December 31, 2020, adjusted the manner in which payment is made under the Agreement, and revised the Scope of Services and the Daily Checklist of the Agreement; and

WHEREAS, the City desires to have the Vendor continue to provide deep cleaning and disinfection of City facilities through June 30, 2021; and

WHEREAS, the Vendor is willing to continue to provide such services in exchange for an increase of \$49,248.00 to the maximum amount payable under this Agreement; and

WHEREAS, the City and the Vendor also desire to amend the Scope of Services and to repeal and replace the Daily Checklist to reflect the work to be done under this amendment.

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

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

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2020~~ June 30, 2021, unless sooner terminated by either party as provided below.

2. Section 4.A is hereby amended to read as follows:

~~A. The City shall pay the Vendor \$5,130.00 total for all work performed under this Agreement from June 12, 2020, through June 30, 2020, and \$8,208.00 per month for all work performed under this Agreement from July 1, 2020, through December 31, 2020, but not more than the total amount of eighty-five thousand dollars (\$85,000.00) for all work performed under this Agreement.~~

A. The City shall pay the Vendor \$8,208.00 per month for all work performed under this Agreement from January 1, 2021, through June 30, 2021, but not more than the total amount of one hundred thirty-four thousand two hundred forty-eight dollars (\$134,248.00) for all work performed under this Agreement.

3. Attachment A, Scope of Services, to the Agreement shall be amended to include disinfection of all Plexi-glass at City Hall, Court, and Police facilities one day per week in addition to **Exhibit A**.

4. Attachment C, Daily Checklist, to the Agreement is hereby repealed in its entirety and replaced as set forth in attached **Exhibit B**.

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

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

ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: 01/08/2020

Date: 1/6/2021

By: KIMI KINGOMBE

By: Ellen Schroer
Digitally signed by Ellen Schroer
DN: cn=Ellen Schroer, o=City of Bainbridge
Island, ou=Executive Department,
email=eschroer@bainbridgewa.gov, c=US
Date: 2021.01.06 12:59:48 -08'00'

Name KIMS KINGOMBE EMBEYA

Ellen Schroer, Interim City Manager

Title OWNER

Tax I.D. # _____

City Bus. Lic. # _____

**AMENDMENT NO. 3 TO
AGREEMENT FOR PURCHASED SERVICES**

This Amendment No. 3 to the Agreement for purchased services (“Amendment No. 3”) between the City of Bainbridge Island, a Washington state municipal corporation (“City”), and Island Hands, LLC, a Washington state corporation (“Vendor”), amends the Agreement for Purchased Services (“Agreement”) entered into on March 30, 2020 between the City and Vendor.

WHEREAS, March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the existence of an emergency and ratifying the City Manager’s Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, the City and the Vendor entered into the Agreement to provide deep cleaning and disinfection of City facilities from March 11, 2020 through June 11, 2020 to reduce the risk of spreading COVID-19 among members of the public, City staff, and City officials, and allow the City to continue to provide essential services during the emergency; and

WHEREAS, pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City’s Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency; and

WHEREAS, on June 11, 2020, the City and the Vendor executed Amendment No. 1 to the Agreement and thereby extended the term of the Agreement to December 31, 2020, adjusted the manner in which payment is made under the Agreement, and revised the Scope of Services and the Daily Checklist of the Agreement; and

WHEREAS, on January 8, 2021, the City and the Vendor executed Amendment No. 2 to the Agreement and thereby extended the term of the Agreement to June 30, 2021, adjusted the manner in which payment is made under the Agreement, and revised the Scope of Services and the Daily Checklist of the Agreement; and

WHEREAS, the City desires to have the Vendor continue to provide deep cleaning and disinfection of City facilities through September 30, 2021; and

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

1. Section 2.A is hereby amended to read as follows:
 - A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2020~~ June 30, 2021 ~~September 30, 2021~~, unless sooner terminated by either party as provided below.

3. Attachment A, Scope of Services, to the Agreement is hereby repealed in its entirety and replaced as set forth in attached **Exhibit A**.

4. Attachment C, Daily Checklist, to the Agreement is hereby repealed in its entirety and replaced as set forth in attached **Exhibit B**.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the later of the signature dates included below.

ISLAND HANDS, LLC

CITY OF BAINBRIDGE ISLAND

Date: 06/29/21

Date: 6/25/21

By: KIMS KINGOMBE

By: Blair King

Name KIMS KINGOMBE

Blair King, City Manager

Title OWNER

Tax I.D. # 47-536606

City Bus. Lic. # _____

EXHIBIT A:SCOPE OF SERVICES

ATTACHMENT A Scope of Services

GENERAL

Upon award, the Vendor shall assign a supervisor to oversee all work. Starting on June 12, 2020 the Vendor shall complete and submit to the City Contact the daily checklist provided in, **Attachment C** to this Agreement that details the facilities, disinfection tasks and dates worked.

Janitorial Service shall follow Center for Disease Control and Prevention (CDC) recommendations for environmental cleaning and disinfection. The following items, including all touch surfaces and hard surfaces shall be disinfected using an alcohol solution with at least 70% alcohol and/or EPA-registered disinfectants documented on the N-list: doors, chairs, countertops, cabinets, partitions, tables, benches, fixtures, appliances, windows, glass, floors, etc.

The City and the Vendor acknowledge that, due to the COVID-19 public health emergency, the Vendor began to provide the services specified in this Agreement to the City on March 11, 2020, prior to execution of this written Agreement. The parties intend to formalize their prior oral agreement through execution of this Agreement, and this Agreement formalizes the compensation owed to the Vendor for all services performed prior to execution of this Agreement. As outlined in Section 13 of this Agreement, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

Personal Protective Equipment (PPE): The Vendor shall follow the CDC recommendations for PPE's for all of its employees working in City facilities.

Schedule:

For the period beginning on March 11, 2020, and continuing through April 14, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur 11:00 PM to 5:00 AM-6 hours each day for at least 2-3 people).
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri (Schedule: 1:00 AM to 5:00 AM-4 hours each day for at least 2-3 people).

For the period beginning on April 15, 2020, through June 11, 2020, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 2-3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 2-3 people)

For the period beginning on June 12, 2020, through September 30, 2021, the Vendor will provide services under this Agreement in accordance with the schedule below:

- **City Hall, Senior Center & WF Park**-Tues, Thur, Sat (Schedule Tues/Thur-4 hours each day for at least 3 people)
- **Police, Court, Public Works & WWTP**-Mon, Wed, Fri-4 hours each day for at least 3 people)

SUPPLIES

Due to limited supplies available, the City will provide the Vendor disinfectant product and personal protection equipment for the duration of this Agreement. The Vendor shall supply all other cleaning products, equipment, and tools to needed to provide the services specified in this Agreement.

SITE SECURITY

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

General

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

Security Plans

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

The Vendor shall not leave windows or doors propped open for any length of time without supervision. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative. All doors are to be secured upon Vendor's departure from the facility. Smoking in any City building is not allowed.

Keys

Keys and access codes to City property issued to the Vendor must not be reproduced or given to another person. The Vendor will be responsible for obtaining any keys provided to employees who terminate employment with Vendor and returning them to the City. Keys or access codes shall be safeguarded and accounted for. The Vendor shall be held

financially responsible for any damage and loss due to misappropriation, loss of keys, and compromise of access codes. In those cases, the Vendor may also be responsible for, but not limited to, all costs incurred, including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

False Security Alarms

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

Hazardous Conditions/Damage Reporting

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

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

HAZARDOUS MATERIALS

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

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

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

Notification to the City's designated contact must be submitted in writing at least one week in advance by the Vendor when non-standard janitorial services are being conducted such as carpet cleaning, window washing, etc. prior to use of chemicals that may irritate chemically sensitive employees. This notification is to ensure facility employees are aware of changes in their environment.

SAFETY TRAINING

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

EXHIBIT C DAILY CHECKLIST

Attachement C COVID-19 Emergency Contract-Deep Cleaning & Disinfection Checklist			
WWTP	3-Year Janitorial Contract		COVID-19 Emergency Contract
	Disinfect/Sanitize	Disinfect/Sanitize	Date
Interior & Exterior Lab Doors		3x week (Mon, Wed, Fri)	Initial
Interior & Exterior Lab Door jam		3x week (Mon, Wed, Fri)	
Office/Lab Chairs		3x week (Mon, Wed, Fri)	
Counters		3x week (Mon, Wed, Fri)	
Tables		3x week (Mon, Wed, Fri)	
Floors		3x week (Mon, Wed, Fri)	
Cabinets		3x week (Mon, Wed, Fri)	
Lab sink		3x week (Mon, Wed, Fri)	
Appliances-Inside/out	1x week (Fri)	2x week (Mon, Wed)	
Bathroom/Shower/Toilet/Sink	1x week (Fri)	2x week (Mon, Wed)	
Door handles, latches	1x week (Fri)	2x week (Mon, Wed)	
Door touch pads	1x week (Fri)	2x week (Mon, Wed)	
Light & electrical switches	1x week (Fri)	2x week (Mon, Wed)	
	3-Year Janitorial Contract	COVID-19 Emergency Contract	
Public Works-O&M	Disinfect/Sanitize	Disinfect/Sanitize	Date
Interior & Exterior Doors		3x week (Mon, Wed, Fri)	Initial
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)	
Office/Shop/Lunchroom Chairs		3x week (Mon, Wed, Fri)	
Counters		3x week (Mon, Wed, Fri)	
Tables		3x week (Mon, Wed, Fri)	
Floors		3x week (Mon, Wed, Fri)	
Cabinets		3x week (Mon, Wed, Fri)	
Sink		3x week (Mon, Wed, Fri)	
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)	
Appliances-Inside/out	5x week (Mon to Fri)		
Bathroom/Shower/Toilet/Sink	5x week (Mon to Fri)		
Kitchen Sink	5x week (Mon to Fri)		
Door handles, latches	5x week (Mon to Fri)		
Door touch pads	5x week (Mon to Fri)		
Bathroom partitions	5x week (Mon to Fri)		

		COVID-19 Emergency Contract		
		Disinfect/Sanitize	Date	Initial
Light & electrical switches	5x week (Mon to Fri)			
Municipal Court		3-Year Janitorial Contract		
Interior & Exterior Doors	Disinfect/Sanitize			
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Plexi-Glass		1x week		
Appliances-Inside/out	5x week (Mon to Fri)			
Bathroom/Toilet/Sink	5x week (Mon to Fri)			
Kitchen Sink	5x week (Mon to Fri)			
Door handles, latches	3x week (Mon, Wed, Fri)			
Door touch pads	3x week (Mon, Wed, Fri)			
Light & electrical switches	3x week (Mon, Wed, Fri)			
Plex				
Police Station		3-Year Janitorial Contract		
Interior & Exterior Doors	Disinfect/Sanitize			
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)		
Office/Courtroom Chairs/Benches		3x week (Mon, Wed, Fri)		
Counters		3x week (Mon, Wed, Fri)		
Tables		3x week (Mon, Wed, Fri)		
Floors		3x week (Mon, Wed, Fri)		
Cabinets		3x week (Mon, Wed, Fri)		
Printer/Copy Machine (damp rag only)		3x week (Mon, Wed, Fri)		
Plexi-Glass		1x week		
Appliances-Inside/out	6x week (Sun to Fri)			
Bathroom/Toilet/Sink	6x week (Sun to Fri)			
Kitchen Sink	6x week (Sun to Fri)			

Door handles, latches	3x week (Mon, Wed, Fri)				
Door touch pads	3x week (Mon, Wed, Fri)				
Light & electrical switches	3x week (Mon, Wed, Fri)				
3-Year Janitorial Contract					
City Hall	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial	
Interior & Exterior Doors		3x week (Tues, Thur, Sat)			
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)			
Office/Meeting/Lunchroom Chairs		3x week (Tues, Thur, Sat)			
Exterior Tables/Chairs		3x week (Tues, Thur, Sat)			
Handrails		3x week (Tues, Thur, Sat)			
Elevator		3x week (Tues, Thur, Sat)			
Counters		3x week (Tues, Thur, Sat)			
Vending Machines		3x week (Tues, Thur, Sat)			
Tables		3x week (Tues, Thur, Sat)			
Floors		3x week (Tues, Thur, Sat)			
Cabinets		3x week (Tues, Thur, Sat)			
Conference Rooms equipment		3x week (Tues, Thur, Sat)			
Display Cases		3x week (Tues, Thur, Sat)			
Recycling Bins		3x week (Tues, Thur, Sat)			
Eng/PCD Swinging Doors		3x week (Tues, Thur, Sat)			
Sink		3x week (Tues, Thur, Sat)			
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)			
Plexi-Glass		1x week			
COVID-19 Emergency Contract					
Appliances-Inside/out	5x week (Mon to Fri)				
Bathroom/Shower/Locker/Toilet/Sink	5x week (Mon to Fri)				
Kitchen Sink	5x week (Mon to Fri)				
Door handles, latches	5x week (Mon to Fri)				
Door touch pads	5x week (Mon to Fri)				
Bathroom partitions	5x week (Mon to Fri)				
Light & electrical switches	5x week (Mon to Fri)				
3-Year Janitorial Contract					
Senior Center	Disinfect/Sanitize	Disinfect/Sanitize	Date	Initial	
Interior & Exterior Doors		3x week (Tues, Thur, Sat)			
Interior & Exterior Door jam		3x week (Tues, Thur, Sat)			

Office/Chairs/Benches		3x week (Tues, Thur, Sat)	
Counters		3x week (Tues, Thur, Sat)	
Tables		3x week (Tues, Thur, Sat)	
Floors		3x week (Tues, Thur, Sat)	
Cabinets		3x week (Tues, Thur, Sat)	
Printer/Copy Machine (damp rag only)		3x week (Tues, Thur, Sat)	
Appliances-Inside/out	6x week (Sun to Fri)		
Bathroom/Toilet/Sink	6x week (Sun to Fri)		
Bathroom partitions	6x week (Sun to Fri)		
Kitchen Sink	6x week (Sun to Fri)		
Door handles, latches	6x week (Sun to Fri)		
Door touch pads	6x week (Sun to Fri)		
Light & electrical switches	6x week (Sun to Fri)		
	3-Year Janitorial Contract	Disinfect/Sanitize	COVID-19 Emergency Contract
Waterfront Park Bathrooms	Disinfect/Sanitize	Disinfect/Sanitize	Date
Interior & Exterior Doors		3x week (Mon, Wed, Fri)	Initial
Interior & Exterior Door jam		3x week (Mon, Wed, Fri)	
Benches		3x week (Mon, Wed, Fri)	
Walls		3x week (Mon, Wed, Fri)	
Floors		3x week (Mon, Wed, Fri)	
Bathroom/Toilet/Sink	7x week (Sun to Sat)		
Door handles, latches	7x week (Sun to Sat)		
Door touch pads	7x week (Sun to Sat)		
Light & electrical switches	7x week (Sun to Sat)		

COVID-19 Emergency Work-Deep Cleaning/Disinfection Summary

The date of work was completed with COVID-19 Emergency Contract with the tasks listed above.

Signature _____

Date _____

RESOLUTION NO. 2020-06

A RESOLUTION of the City Council of Bainbridge Island, Washington, recognizing the existence of an emergency, affirming the Proclamation of Emergency issued by the City Manager, and authorizing the emergency procurement of goods and services to address the emergency.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the new cases of COVID-19 in Washington State; and

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

WHEREAS, on March 8, 2020, the Kitsap Public Health District was notified of the first Kitsap County resident testing positive for COVID-19, an individual residing on Bainbridge Island; and

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued the Proclamation of Emergency attached as **Exhibit A** to this resolution.

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

Section 1. Existence of Emergency. An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, exists within the City of Bainbridge Island.

Section 2. Ratification of Proclamation. The Proclamation of Emergency issued by the City Manager on March 9, 2020, attached as **Exhibit A** to this resolution, ("Proclamation") is hereby ratified and confirmed and shall remain in full force and effect until such time as it is terminated by the City Manager or the City Council.

Section 3. Authorization for Emergency Procurements. The authorization for emergency procurements contained in the Proclamation is hereby ratified and confirmed and shall remain in full force and effect until terminated by the City Manager or the City Council. This resolution shall serve as the City Council's written findings of the existence of an emergency for the purposes of RCW 39.04.280.

PASSED by the City Council this 10th day of March, 2020.

APPROVED by the Mayor this 10th day of March, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: Kelly E. Johnson DEPUTY CITY CLERK
Christine Brown, CMC, City Clerk

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

March 9, 2020
March 10, 2020
2020-06

Exhibit A: Proclamation of Emergency

Exhibit A
Proclamation of Emergency

PROCLAMATION OF EMERGENCY

A PROCLAMATION, issued in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the new cases of COVID-19 in Washington State; and

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

WHEREAS, on March 8, 2020, the Kitsap Public Health District was notified of the first Kitsap County resident testing positive for COVID-19, an individual residing on Bainbridge Island; and

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

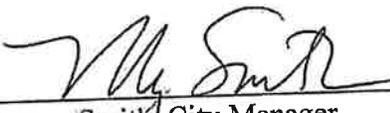
WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies.

NOW, THEREFORE, AS CITY MANAGER OF THE CITY OF BAINBRIDGE ISLAND, I, MORGAN SMITH, HEREBY PROCLAIM AS FOLLOWS:

- Section 1.** An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency exists within the City of Bainbridge Island.
- Section 2.** The emergency, or imminent threat of an emergency, warrants the activation of the authority and the commencement of the plans and procedures authorized under Chapter 38.52 RCW and Chapter 2.44 BIMC to preserve and protect the public health, safety, and welfare.
- Section 3.** Pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency.
- Section 4.** This Proclamation shall continue in force and effect until terminated by the City Manager or rescinded by action of the City Council, whichever occurs first.

DATED this 9th day of March, 2020.



Morgan Smith, City Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME:

AGENDA ITEM: Consider Approval of City Hall Repairs Project Change Order No. 3 - Public Works,

SUMMARY: Approve with the Consent Agenda and authorize the City Manager to execute Change Order No. 3 pursuant to Section 5.13.3 of the City's Procurement Manual.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve Change Order No. 3 to the City Hall Repairs Project and authorize the City Manager to execute the change order, pursuant to Section 5.13.3 of the City's Procurement Manual.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$106,071.31
Ongoing Cost:	
One-Time Cost:	\$106,071.31
Included in Current Budget?	Yes

BACKGROUND: The City Hall Repairs project was awarded on June 23, 2020, in the amount of \$259,978.44. Since the initial contract award, Change Order No. 1 was issued for interior water damage and structural framing repair (required work that was identified during the repair process) in the amount of \$18,205.78, bringing the revised contract amount to \$278,184.22.

Change Order No. 2 in the amount of \$128,911.51 was awarded at the February 9, 2021, Council meeting and was necessary to repair 60 sf of damaged car decking, 480 sf plywood, insulation caused by a leaking mid-roof gutter and replace a section of the metal roof bringing the revised contract amount to \$407,095.73.

Change Order No. 3 in the amount of \$106,071.31 is necessary due the extent of the water damage to the building from the mid-roof gutter. Change order No. 3 includes replacement of 600 sf of car decking, 1,450 sf of plywood, mid-roof and end of roof gutters, roof coating on the mid-roof gutter, flashing and composite sleepers, ice and water shield underlayment and flashing details surrounding the Council Chambers windows in accordance with the project details bringing the revised contract amount to \$513,167.04. The City worked with

Meng Analysis to redesign the mid-roof gutter and roofing system to install additional water proofing and a moisture barrier to prevent future water damage.

City staff had knowledge of these conditions prior to commencing the repairs, but the extent of damage and the associated costs were only recently discovered and analyzed as part of the repair work. To avoid a contractor's claim against the City for delays, the City Manager authorized and directed the work pursuant to City Procurement Manual section 5.13.

ATTACHMENTS:

[City Hall Repairs CO#3.xlsx](#)

[Meng Analysis CH Repair CO# 3 explanation.pdf](#)

[City Hall Repairs Orig. & CO 1&2.pdf](#)

FISCAL DETAILS: This change order does not require new budget authority.

February 2021: This project is included in the 2021 budget as carry-over from 2020 (Project 00911). The current approved budget is \$361,264. City staff have identified three other repair and maintenance projects that will be deferred, totaling \$88,500, which will be moved to the City Hall Repairs project. The revised project budget as of February 2021 is \$449,764.

Deferring the aforementioned projects is not only necessary from a budget standpoint, but also from a staff capacity standpoint, as the current change order represents unplanned work that will absorb the capacity for those lower priority projects. April 2021: A budget amendment of \$70,000 was approved by City Council at their 4/13/21 meeting.

Fund Name(s): General Fund

Coding:



Change Order

City Hall Repair

City of Bainbridge Island - Public Works Department

280 Madison Ave. N
 Bainbridge Island, WA 98110
 206.842.2016 Fax: 206.780.3710
pwadmin@bainbridgewa.gov

Change Order No. 3-Final
 DATE 07/13/21
 Vendor ID 9534

CONTRACTOR
 Colvos Construction
 711 Court C
 Tacoma, WA 98402

Contract No. 2020055
 PO /Pymt No. 20200030
 PO / Ret No. 20200031

CHANGE ORDER DESCRIPTION: The contract is hereby revised as shown below and on any applicable attached detail, sheet, and sheet notes to this Change Order.

Item No.	Description	Unit Bid Price	Bid Quantity	Actual Quantity	Actual Price	Final CO
4	Gutter Repair, demo, new mid-roof gutter, end of roof gutter, sleepers, gutter framing and flashing.	\$ 15,267.05	1	1	\$ 34,399.92	\$ 19,132.87
4A	Gutter Repair car decking only- 600 SF at \$38.59613/SF	\$ 6,000.00	60	600	\$ 26,841.91	\$ 20,841.91
4B	Gutter Repair roof repair (roof investigation, insulation credit, saddle flashing credit, Ice/Water Shield, roof replacement, 1,450 SF plywood).	\$114,353.44	0	1	\$168,932.77	\$ 54,579.33
6	CC Sliding Door (head flashing)	\$ 28,059.84	1	1	\$ 28,786.99	\$ 727.15
6A	CC Sliding Door-West Windows (trim and head flashing)	\$ 16,260.03	1	1	\$ 17,944.88	\$ 1,684.85
8	High Bay Window (base of wall flashing)	\$ 21,272.14	1	1	\$ 21,619.16	\$ 347.02
					Total C/O:	\$ 97,313.13

	Amount tax incl.	Sales Tax	Total w/ Tax
Original Contract Amount:	\$ 238,512.33	\$ 21,466.11	\$ 259,978.44
Previous Change Orders:	\$ 134,969.99	\$ 12,147.30	\$ 147,117.29
Current Contract Amount:	\$ 373,482.32	\$ 33,613.41	\$ 407,095.73
Net Change This Change Order:	\$ 97,313.13	\$ 8,758.18	\$ 106,071.31
New Contract Amount:	\$ 470,795.45	\$ 42,371.59	\$ 513,167.04

Contractors

Acceptance: _____
 Colvos Construction, LLC Date

Prepared By: _____
 Aaron Claiborne, Project Manager Date

Approved By: _____
 Blair King, City Manager Date



**City of Bainbridge Island
City Hall Project
Change order explanation**

Colvos Construction has provided an estimate for Change Order #3 in the amount of \$97,313.12. This change order is required to cover the following:

Minor additional window details at the Council Chamber windows that were not identified in the original scope of work.

Major unanticipated work at the lower section of the roof over the South side walkway and office area. The original scope identified a 40SF area of car decking to be replaced. Upon further investigation of the entire roof area it was determined that 600Sf of car decking and all of the roof plywood sheathing would need to be replaced. In addition to this work is the rework of the mid-span and end gutter that will need to be removed to facilitate proper repair of roof sheathing/car decking.

Colvos has estimated this additional work will add 4 weeks to the project schedule. The project requires a fulltime site superintendent along with additional temp facilities and equipment rental time.

While these costs seem high they are in line with industry standard for the type of work, the project, and the client type.

Matthew Lersch
Meng Analysis
Seattle, WA
425-614-8149

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the 29th day of June, 2020, by and between the City of Bainbridge Island ("City" and/or "CONTRACTING AGENCY") and **COLVOS CONSTRUCTION, LLC** ("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 CITY HALL REPAIRS PROJECT, and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Two Hundred Fifty-Nine Thousand, Nine Hundred Seventy-Eight Dollars and Forty-Four Cents. (\$259,978.44) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

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

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

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: 

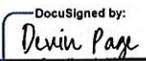
The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated 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.

COLVOS CONSTRUCTION, LLC:

By: 
E6AAFA644150421...

Its: Devin Page, President

Date: 7/13/2020

CITY OF BAINBRIDGE ISLAND:

By: 

Morgan Smith, City Manager

Date: June 29, 2020



Change Order

City Hall Repair

City of Bainbridge Island - Public Works Department

280 Madison Ave. N
Bainbridge Island, WA 98110
206.842.2016 Fax. 206.780.3710
pwadmin@bainbridgewa.gov

Change Order No. 1
DATE 11/09/20
Vendor ID

CONTRACTOR
Colvos Construction
711 Court C
Tacoma, WA 98402

Contract No. 2020055
PO /Pymt No 20200030
PO / Ret No. 20200031

CHANGE ORDER DESCRIPTION: The contract is hereby revised as shown below with twenty-two working days added to the contract and on any applicable attached detail, sheet, and sheet notes to this Change Order.

Item No.	Description	Unit Bid Price	Bid Quantity	Actual Quantity	Actual Price	Final CO
3A	City Hall Siding Repair-Sheathing	\$ 8.00	325	192	\$ 1,536.00	\$ (1,064.00)
3B	City Hall Siding Repair-Framing	\$ 20.00	130	120	\$ 2,400.00	\$ (200.00)
9	Work Change Directive B Investigate interior near framing damage (\$2,651.56). WCD C- Repair 126 (\$1,592.00). WCD E, Repair Interior water damage (\$17,229.32). WCD F, Structural Framing Repair (\$1,493.67)	\$ 1.00	5000	22966.55	\$ 22,966.55	\$ 17,966.55
Total C/O:						16,702.55

	Amount tax incl.	Sales Tax	Total w/ Tax
Original Contract Amount:	\$ 238,512.33	21,466.11	259,978.44
Previous Change Orders:			
Current Contract Amount:	\$ 238,512.33	21,466.11	259,978.44
Net Change This Change Order:	\$ 16,702.55	1,503.23	18,205.78
New Contract Amount:	\$ 255,214.88	22,969.34	278,184.22

Contractors Acceptance:  11/17/2020
Colvos Construction, LLC Date

Prepared By:  11/17/2020
Aaron Claiborne, Project Manager Date

Approved By:  11/18/2020
Morgan Smith - City Manager Date



Change Order

City Hall Repair

City of Bainbridge Island - Public Works Department

280 Madison Ave. N
Bainbridge Island, WA 98110
206.842.2016 Fax. 206.780.3710
pwadmin@bainbridgewa.gov

Change Order No. 2
DATE 01/22/21
Vendor ID 9534

CONTRACTOR
Colvos Construction
711 Court C
Tacoma, WA 98402

Contract No. 2020055
PO /Pymt No. 20200030
PO / Ret No. 20200031

CHANGE ORDER DESCRIPTION: The contract is hereby revised as shown below and on any applicable attached detail, sheet, and sheet notes to this Change Order.

Item No.	Description	Unit Bid Price	Bid Quantity	Actual Quantity	Actual Price	Final CO
4A	Gutter Repair car decking	\$ 100.00	40	60	\$ 6,000.00	\$ 2,000.00
4B	Gutter Repair roof repair	0	0	1	\$ 114,353.44	\$ 114,353.44
6	CC Sliding Door	\$26,259.84	1	1	\$28,059.84	\$ 1,800.00
8	High Bay Window	\$21,272.19	1	1	22,136.19	864.00
9	Minor Change	\$22,966.55	1	1	22,216.55	(750.00)
Total C/O:						118,267.44

	Amount tax incl.	Sales Tax	Total w/ Tax
Original Contract Amount:	\$ 238,512.33	21,466.11	259,978.44
Previous Change Orders:	\$ 16,702.55	1,503.23	18,205.78
Current Contract Amount:	\$ 255,214.88	22,969.34	278,184.22
Net Change This Change Order:	\$ 118,267.44	10,644.07	128,911.51
New Contract Amount:	\$ 373,482.32	33,613.41	407,095.73

Contractors Acceptance:


Colvos Construction, LLC

2/11/2021

Date

Prepared By:


Aaron Claiborne, Project Manager

2/9/2021

Date

Approved By:


Ellen Schroer - Interim City Manager

2/10/2021

Date



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME:

AGENDA ITEM: Approve Resolution No. 2021-11, Affirming the Proclamation Issued by the City Manager Terminating the March 9, 2020 Proclamation of Emergency Related to the COVID-19 Pandemic - Executive

SUMMARY: At the June 22, 2021 City Council business meeting, the Council authorized the City Manager to terminate or rescind the March 9, 2020 Proclamation of Emergency related to the COVID-19 pandemic. The attached resolution affirms the City Manager's recent proclamation that terminates the earlier proclamation. Also attached is the City Manager's recent proclamation.

AGENDA CATEGORY: Resolution

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve Resolution No. 2021-11.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: Please see attached Resolution and Proclamation Terminating Emergency Proclamation

ATTACHMENTS:

[Resolution No. 2021-11 Terminating the COVID-19 Emergency Proclamation.docx](#)

[Proclamation of Emergency - COVID-19 - Executed 3-9-2020.pdf](#)

[Proclamation Terminating Emergency Proclamation.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2021-11

A RESOLUTION of the City Council of Bainbridge Island, Washington, affirming the City Manager’s Proclamation Terminating Emergency Proclamation which terminates the March 9, 2020 Proclamation of Emergency issued by the City Manager.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the new cases of COVID-19 in Washington State; and

WHEREAS, on March 9, 2020, the situation was sufficiently serious that it was necessary to proclaim an emergency within the City of Bainbridge Island due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 of the Bainbridge Island Municipal Code (“BIMC”) designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim and terminate emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency related to the COVID-19 pandemic; and

WHEREAS, on March 10, 2020, the City Council ratified and confirmed the Proclamation of Emergency issued by the City Manager through Resolution No. 2020-06; and

WHEREAS, on June 22, 2021, the City Council considered rescinding the Proclamation of Emergency and authorized the City Manager to rescind or terminate the Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, on July 1, 2021, Governor Inslee issued Proclamation No. 20-25.14, “Washington Ready,” which, in part, recognizes that “data reflect that the number and percent of vaccinated Washington residents continue to increase, while the number of new COVID-19 cases, hospitalizations, and deaths are decreasing,” and the Governor thereby ordered that movement, occupancy, and face-covering restrictions be modified as set forth in Proclamation No. 20-25.14; and

WHEREAS, on July 9, 2021, the City Manager terminated the Proclamation of Emergency via the Proclamation Terminating Emergency Proclamation, attached as **Exhibit A**.

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

Section 1. The Emergency Previously Proclaimed No Longer Exists. Based on changing circumstances and improving conditions on Bainbridge Island and more broadly related to the COVID-19 pandemic, the emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, that existed as described in Resolution No. 2020-06 no longer exists within the City of Bainbridge Island, as set forth in the Proclamation Terminating Emergency Proclamation issued by the City Manager on July 9, 2021, attached as **Exhibit A**.

Section 2. Termination of the Proclamation of Emergency. The Proclamation of Emergency issued by the City Manager on March 9, 2020, attached as **Exhibit B** to this resolution, which was ratified and confirmed on March 10, 2020 by the City Council through Resolution No. 2020-06, has been terminated by the City Manager as above described. The City Council hereby affirms the termination of the emergency proclamation.

Section 3. Termination of the Authorization of Emergency Procurements. The City Council also hereby affirms the City Manager’s termination of the authorization for emergency procurements, as set forth in the Proclamation Terminating Emergency Proclamation.

PASSED by the City Council this ____ day of July, 2021.

APPROVED by the Mayor this ____ day of July, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: July 8, 2021
PASSED BY THE CITY COUNCIL: _____, 2021
RESOLUTION NO. 2021-11

Exhibit A: Proclamation Terminating Emergency Proclamation
Exhibit B: Proclamation of Emergency

Exhibit A

Proclamation Terminating Emergency Proclamation

Exhibit B

Proclamation of Emergency

PROCLAMATION OF EMERGENCY

A PROCLAMATION, issued in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020, including preparations for a possible outbreak in Kitsap County and assessing possible cases of novel coronavirus; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the new cases of COVID-19 in Washington State; and

WHEREAS, on March 2, 2020, the City's Emergency Operations Center (EOC) was activated and remains in "Standby" mode in response to the COVID-19 outbreak and continues to actively monitor the situation and coordinate with City staff, community partners, the general public, and local, county, regional, and state governmental partners; and

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (ECC), is actively testing for COVID-19, and has received significant resource requests from across Kitsap County; and

WHEREAS, on March 8, 2020, the Kitsap Public Health District was notified of the first Kitsap County resident testing positive for COVID-19, an individual residing on Bainbridge Island; and

WHEREAS, the resident of Bainbridge Island who tested positive is in isolation and is receiving medical care; and

WHEREAS, the Kitsap Public Health District has notified a small group of individuals who were identified as having had close contact with the resident who tested positive for COVID-19 and these individuals have been asked to stay home; and

WHEREAS, as of March 9, 2020, Washington State has 136 confirmed cases of COVID-19, and of those cases, there have been 18 fatalities; and

WHEREAS, the City has direct transportation links to areas of Washington State with active COVID-19 outbreaks; and

WHEREAS, the situation is sufficiently serious that it is necessary to proclaim an emergency within the City due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 BIMC designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim emergencies.

NOW, THEREFORE, AS CITY MANAGER OF THE CITY OF BAINBRIDGE ISLAND, I, MORGAN SMITH, HEREBY PROCLAIM AS FOLLOWS:

- Section 1.** An emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency exists within the City of Bainbridge Island.
- Section 2.** The emergency, or imminent threat of an emergency, warrants the activation of the authority and the commencement of the plans and procedures authorized under Chapter 38.52 RCW and Chapter 2.44 BIMC to preserve and protect the public health, safety, and welfare.
- Section 3.** Pursuant to RCW 39.04.280 and BIMC 2.44.110, public advertising and competitive bidding and procurement requirements of state law and the City Procurement Policy, excepting mandatory constitutional requirements, are waived with respect to the solicitation and award of all contracts necessary to address the emergency or imminent threat of an emergency.
- Section 4.** This Proclamation shall continue in force and effect until terminated by the City Manager or rescinded by action of the City Council, whichever occurs first.

DATED this 9th day of March, 2020.



Morgan Smith, City Manager

PROCLAMATION TERMINATING EMERGENCY PROCLAMATION

A PROCLAMATION, issued in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, terminating the March 9, 2020 Proclamation of Emergency.

WHEREAS, the Kitsap Public Health District has been responding to the COVID-19 outbreak since February 3, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the new cases of COVID-19 in Washington State; and

WHEREAS, on March 9, 2020, the situation was sufficiently serious that it was necessary to proclaim an emergency within the City of Bainbridge Island due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 of the Bainbridge Island Municipal Code (“BIMC”) designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim and terminate emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency related to the COVID-19 pandemic; and

WHEREAS, on March 10, 2020, the City Council ratified and confirmed the Proclamation of Emergency issued by the City Manager through Resolution No. 2020-06; and

WHEREAS, on June 22, 2021, the City Council considered rescinding the Proclamation of Emergency and authorized the City Manager to rescind or terminate the Proclamation of Emergency issued on March 9, 2020; and

WHEREAS, on July 1, 2021, Governor Inslee issued Proclamation No. 20-25.14, “Washington Ready,” which, in part, recognizes that “data reflect that the number and percent of vaccinated Washington residents continue to increase, while the number of new COVID-19 cases, hospitalizations, and deaths are decreasing,” and the Governor thereby ordered that movement, occupancy, and face-covering restrictions be modified as set forth in Proclamation No. 20-25.14.

NOW, THEREFORE, AS CITY MANAGER OF THE CITY OF BAINBRIDGE ISLAND, I, BLAIR KING, HEREBY PROCLAIM AS FOLLOWS:

Section 1. Emergency Previously Proclaimed No Longer Exists. Based on changing circumstances and improving conditions on Bainbridge Island and more broadly related to the COVID-19 pandemic, the emergency previously proclaimed by the Proclamation of Emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, that was issued by

the City Manager on March 9, 2020 no longer exists within the City of Bainbridge Island.

Section 2. Termination of the Proclamation of Emergency. The Proclamation of Emergency issued by the City Manager on March 9, 2020, and ratified and confirmed on March 10, 2020 by the City Council through Resolution No. 2020-06, is hereby terminated and shall no longer be in effect.

Section 3. Termination of the Authorization of Emergency Procurements. The authorization for emergency procurements contained in the March 9, 2020 Proclamation of Emergency is hereby terminated and is no longer in effect.

DATED this 9th day of July, 2021


Blair King, City Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Approve the Registered Sex Offender Address and Residency Verification Grant Memorandum of Understanding with the Kitsap County Sheriff's Office (\$1,000) - Police,

SUMMARY: Bainbridge Island Police Officers agree to make face-to-face contact with all registered sex and kidnapping officers living on Bainbridge Island at their place of residence to maintain the accuracy of the Sex Offender Registry and enforce registration requirements.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Police

RECOMMENDED MOTION: Approve the Registered Sex Offender Address and Residency Verification Grant Memorandum of Understanding with the Kitsap County Sheriff's Office.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	1,000
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Washington Association of Sheriffs and Police Chiefs provides annual grant funding to law enforcement agencies participating in the Registered Sex/Kidnapping Offender Address & Residency Verification Program through the Kitsap County Sheriff's Office. The reporting period runs from July 1 to June 30. Participating law enforcement agencies make face-to-face contact with offenders in their jurisdiction to verify their place of residence and maintain the accuracy of the Sex Offender Registry and receive a portion of the grant funds based on the number of offenders in their jurisdiction, but not less than \$1,000 annually to help defray expenses associated with conducting that service.

ATTACHMENTS:

[2021-22 WASPC KCSO Registered Sex Offender Grant MOU.pdf](#)

FISCAL DETAILS: Each City will receive a percentage of the annual Program grant monies based on the number of offenders in each jurisdiction by August 1 of each year. In no event will a City receive less than \$1,000.

Fund Name(s): General Fund

Coding:

KC - _____
Memorandum of Understanding
Registered Sex and Kidnapping Offender Address Verification Program

This Memorandum of Understanding (“Agreement”) regarding the Registered Sex Offender Address Verification Program (“Program”) is between Kitsap County, by and through the Kitsap County Sheriff’s Office (“KSCO”), and the City of Bainbridge Island, the City of Bremerton, the City of Port Orchard, and the City of Poulsbo (collectively “Cities”).

WHEREAS, KCSO annually receives grant funding from the Washington Association of Sheriffs and Police Chiefs (“WASPC”) for face-to-face address verification of the residency of registered sex and kidnapping offenders (“Registry”), as more specifically provided in RCW 9A.44.130; and

WHEREAS, RCW 9A.44.130(2) mandates a person who is required to register as a sex offender and/or kidnapping offender within the state of Washington must provide information at the time of registration, including their complete and accurate residential address; and

WHEREAS, face-to-face address verification is labor intensive and required to maintain the accuracy of the Registry and to enforce registration requirements and can only be accomplished with the additional resources and assistance from the Cities in Kitsap County; and

WHEREAS, KCSO provides a portion of the grant monies to the Cities providing such assistance pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Term**. This Agreement will take effect when executed by the County and one of the four Cities and remain in effect until terminated by all parties with 10-days prior written notice to the other. Any party may terminate their participation in this Agreement at any time upon written notice to the County.
2. **City Responsibilities**.
 - a. Each City will conduct face-to-face verification of the residential address of registered offenders residing in their respective City and submit quarterly electronic reports for each offender contact as provided below.
 - b. Face-to-face verification of a sex offender’s address at their residential address:
 1. Level I Offenders and Level II Offenders - face-to-face verification once every six (6) months. Level I Offenders includes unclassified offenders and kidnapping offenders unless a shorter timeframe is required in the interests of public safety.
 2. Level III Offenders - face-to-face verification once every three (3) months.
 - c. Electronic verification of face-to-face contact.

1. Electronic Reporting. Agencies must quarterly submit electronic verification in ILeads for each offender contact in accordance with the above-mentioned verification schedule on or before October 5, January 5, April 5, and July 5, annually.
 2. Attempted Contacts. If an officer attempts to contact a registered offender and determines that the offender no longer resides at the address where he/she is registered, the officer shall complete an Incident/Investigative Report in ILeads and forward the report to the Kitsap County Sheriff's Office Detective Division for follow up investigation regarding the failure to register.
- d. Community Notification for Level III Offenders:
1. Each City shall send a press release to the local media on any new Level III offender residing in their jurisdiction.
 2. Each City should conduct a community notification meeting on any new registered Level III offender residing in their jurisdiction.
3. KCSO Responsibilities.
- a. KCSO will do the following:
 1. register all sex offenders and kidnapping offenders residing in Kitsap County as required by law;
 2. monitor all offenders registered as "transient" within Kitsap County on a weekly basis as required by law;
 3. follow up on all incident/investigative reports of failure to register submitted to the KCSO Detective Division by the City;
 4. maintain a master file on each registered offender within Kitsap County; and
 5. complete and submit the necessary reports/documents to WASPC as required by the Program.
4. Funding
- a. The number of registered offenders within Kitsap County and the Cities varies annually.
 - b. Each City will receive a percentage of the annual Program grant monies based on the number of offenders residing in each jurisdiction by August 1st of each year. The percentage will be calculated based on the percentage of offenders within the jurisdiction of the City compared to the total number of registered offenders within Kitsap County. That percentage of the total award amount minus 50% is your total award amount. [e.g. 794 registered offenders within Kitsap County, with 10 registered offenders within the City of Bainbridge Island's jurisdiction and is 1 % of the total registered offenders. 1% of the award amount is \$1,647.44 X 50% = \$832.72. The City of Bainbridge Island award would be \$832.72] The County will provide each City notice on or before August 1, of the total amount each City will receive for its participation in this Program for that new grant year. In no event will a City receive less than \$1,000.
 - c. If any funding under this Agreement is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Agreement

becomes effective, KCSO may in its discretion, and without penalty, reduce or terminate the funding allocated to the Cities and/or terminate the Agreement.

5. Compliance with laws. The parties shall comply with all applicable statutes, which includes without limitation compliance with RCW 4.24.550, 9A.44.130, 9A.44.135, and 36.28A.230, when conducting registration, community notification, and verification of sex and kidnapping offenders.
6. Liability. Each party is responsible and liable for the acts and omissions of its own officers, agents, and employees in connection with the performance of their official duties under this Agreement.
7. Independent Capacity. The officers, employees and agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement.
8. Third Party Rights. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
9. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this Agreement.
10. Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this _____ day of _____, 2021

Gary Simpson, Sheriff
Kitsap County Sheriff's Office

CITY OF BAINBRIDGE ISLAND

APPROVED:

APPROVED:

JOE CLARK

BLAIR KING

Chief of Police

City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

JOE LEVAN, City Attorney

Christine Brown, City Clerk

CITY OF BREMERTON

APPROVED:

APPROVED:

JIM BURCHETT
Chief of Police

GREG WHEELER
Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

ROGER LUBOVICH, City Attorney

Shannon L. Corin, City Clerk

CITY OF PORT ORCHARD

APPROVED:

APPROVED:

MATT BROWN
Chief of Police

ROBERT PUTAANSUU
Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

SHARON CATES, City Attorney

Brandy Rinearson, City Clerk

CITY OF POULSBO

APPROVED:

APPROVED:

RON HARDING
Chief of Police

BECKY ERICKSON
Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

Rhiannon Fernandez, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Authorize Salmon Recovery Funding Board Grant Sponsorship - Springbrook Creek Fish Passage Project (\$85,000 Grant; \$50,000 City Match) - Public Works,

SUMMARY: Staff is requesting that the City Council authorize becoming a co-sponsor of a Salmon Recovery Funding Board Grant Application for the Springbrook Creek Fish Passage project along with Mid Sound Fisheries and Enhancement Group.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute as co-sponsor on behalf of the City Council the Salmon Recovery Funding Board Grant Application for the Springbrook Creek Fish Passage project along with Mid Sound Fisheries and Enhancement Group to support securing \$85,000.00 in grant funding from the State of Washington.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	See partner agenda bill
Ongoing Cost:	N/A
One-Time Cost:	See partner agenda bill
Included in Current Budget?	No

BACKGROUND: The City of Bainbridge Island is partnering with Mid Sound Fisheries Enhancement Group to accelerate the timeline for restoration of Springbrook Creek through the implementation of a fish passage project. With support from the Mid Sound Fisheries Enhancement Group, the Salmon Recovery Funding Board (SRFB) has indicated that upon application, the project is cleared for grant funding in the amount of \$85,000.00. Mid Sound Fisheries has the expertise and experience to support the City in the design of a fish passage barrier correction for the failing fish ladder under Fletcher Bay Road.

In order to proceed with the application and prepare for formalizing the grant agreement, the City must sign and return the attached authorization form. The funds are anticipated to be released in the fall of 2021, at which time the staff will be returning to City Council to execute and formalize the grant agreement.

ATTACHMENTS:

[WA RCO Authorization.pdf](#)

[WSPER 2021 Habitat Project List Proposed 6.2.2021.pdf](#)

FISCAL DETAILS: The fiscal details for this item, including a related budget amendment, can be found in a partner agenda bill on the July 13, 2021 Consent Agenda.

Fund Name(s): SSWM Fund

Coding:



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

Updated Normalized Scores	PRSIM #	Project Name	Strategy / Watershed	Project Category	Project Sponsor	Funding Request	Match	Total Project Cost	Total Funds	SRFB Comment (April 1)
0.34	21-1052	Springbrook Creek Preserve Protection and Restoration	Protect intact habitat - Springbrook Creek	Combination-Acquisition and Restoration	Bainbridge Island Land Trust	\$303,648	\$494,564	\$798,212	\$303,648	Cleared
0.15	21-1058	Fletcher Bay Road NE Culvert and Weir Removal/Stream Restoration	Correct fish passage barrier - Springbrook Creek	Planning - Design	Mid Sound Fisheries Enhancement Group	\$85,000	\$50,000	\$135,000	\$85,000	Conditioned
-0.08	21-1053	Point No Point Restoration Reconnection Preliminary Design	West Sound Nearshore Integration/Synthesis - restore barrier embayment	Planning – Design	Mid Sound Fisheries Enhancement Group	\$76,774	\$203,836	\$280,610	\$31,729	POC (\$45,045)
-0.25	21-1056	Curley Creek Lower Mainstream Protection	Protect intact habitat - Curley Creek	Acquisition	Great Peninsula Conservancy	\$133,290	\$23,750	\$157,040	\$0	NMI (\$133,045)
						\$598,712	\$772,150	\$1,370,862		

Total Funds Available: \$420,377

2020 PSAR Return = \$153,700

2020 Unobligated PSAR = \$343

2021 SRFB = \$266,334



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amend (Increase) Springbrook Creek Fish Passage Project Budget (\$85,000 Grant; \$50,000 City Match) and Authorize \$185,000 Budget Amendment - Public Works,

SUMMARY: The staff is requesting a budget amendment for the Springbrook Creek Fish Passage project to support anticipated grant funding.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize a \$185,000 budget amendment to be included in the 2nd quarter 2021 supplemental for the Springbrook Creek Fish Passage Project and increase the overall project budget by \$85,000 to \$1,285,000.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$185,000.00
Ongoing Cost:	N/A
One-Time Cost:	\$185,000.00
Included in Current Budget?	No

BACKGROUND: The City of Bainbridge Island is partnering with Mid Sound Fisheries Enhancement Group to accelerate the timeline for restoration of Springbrook Creek through the implementation of a fish passage project. With support from the Mid Sound Fisheries Enhancement Group, the Salmon Recovery Funding Board (SRFB) has indicated that upon application, the project is cleared for grant funding in the amount of \$85,000.00. Mid Sound Fisheries has the expertise and experience to support the City in the design of a fish passage barrier correction for the failing fish ladder under Fletcher Bay Road.

In order to proceed with the application and prepare for formalizing the grant agreement, the City must sign and return the attached authorization form. The funds are anticipated to be released in the fall of 2021, at which time the staff will be returning to City Council to execute and formalize the grant agreement.

ATTACHMENTS:

[WA RCO Authorization.pdf](#)

[WSPER 2021 Habitat Project List Proposed 6.2.2021.pdf](#)

[Transportation CIP 2021-26.pdf](#)

[Stormwater CIP 2021-26.pdf](#)

FISCAL DETAILS: The 2021-26 Capital Improvement Plan (CIP) includes \$1,200,000.00 for the Springbrook Creek Fish Passage Project in 2023 (see attached). The funds are identified as \$1M in grants, and \$200,000.00 in City funds split evenly between transportation and surface and stormwater management.

The grant award is anticipated to be \$85,000.00, and would require a \$50,000.00 match. Therefore the staff are requesting the following budget amendments to support the costs of starting the design and permitting of the project:

- Increase the grant funding budget for the project by \$85,000.00 in the surface and stormwater management fund for 2021;
- Increase the project surface and stormwater management funding appropriation for the match by moving \$50,000.00 of allocated funds in the CIP from 2023 to 2021;
- Increase the project transportation funding appropriation for the match by moving \$50,000.00 of allocated funds in the CIP from 2023 to 2021.

The new project total funding in 2021 would be \$185,000.00. The new total project funding in the CIP would be \$1,285,000.00.

Fund Name(s): SSWM Fund

Coding:



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

Updated Normalized Scores	PRSIM #	Project Name	Strategy / Watershed	Project Category	Project Sponsor	Funding Request	Match	Total Project Cost	Total Funds	SRFB Comment (April 1)
0.34	21-1052	Springbrook Creek Preserve Protection and Restoration	Protect intact habitat - Springbrook Creek	Combination-Acquisition and Restoration	Bainbridge Island Land Trust	\$303,648	\$494,564	\$798,212	\$303,648	Cleared
0.15	21-1058	Fletcher Bay Road NE Culvert and Weir Removal/Stream Restoration	Correct fish passage barrier - Springbrook Creek	Planning - Design	Mid Sound Fisheries Enhancement Group	\$85,000	\$50,000	\$135,000	\$85,000	Conditioned
-0.08	21-1053	Point No Point Restoration Reconnection Preliminary Design	West Sound Nearshore Integration/Synthesis - restore barrier embayment	Planning – Design	Mid Sound Fisheries Enhancement Group	\$76,774	\$203,836	\$280,610	\$31,729	POC (\$45,045)
-0.25	21-1056	Curley Creek Lower Mainstream Protection	Protect intact habitat - Curley Creek	Acquisition	Great Peninsula Conservancy	\$133,290	\$23,750	\$157,040	\$0	NMI (\$133,045)
						\$598,712	\$772,150	\$1,370,862		

Total Funds Available: \$420,377

2020 PSAR Return = \$153,700

2020 Unobligated PSAR = \$343

2021 SRFB = \$266,334

CITY OF BAINBRIDGE ISLAND
TRANSPORTATION CIP (2021 - 2026)
2021-2022 PROPOSED BUDGET

Project / Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2021	2022	2023	2024	2025	2026	2027 - 2040	Total
TRANSPORTATION PROJECTS - 6-YEAR CIP																	
Wyatt Way Reconstruction Phase I <i>Madison - Lovell</i>	X	X	2,874		Y	Y			4,153	22	-	-	-	-	-	-	4,175
Sportsman Club/New Brooklyn <i>Intersection Imprv.</i>	X	X	556		Y				1,096	49	3	-	-	-	-	-	1,149
Finch Road Improvements <i>Wyatt to Sportsman Club</i>	X		300		Y				-	105	347	-	-	-	-	-	452
Country Club Bulkhead Spot Repairs <i>at Seawall</i>									-	299	-	-	-	-	-	-	299
Country Club Bulkhead Reconstruction <i>at Seawall</i>									-	-	-	525	-	-	-	-	525
Country Club Rd Reconstruction <i>Past Toe Jam to Seawall</i>			-		Y				61	325	-	-	-	-	-	-	386
Madison Avenue Reconstruction <i>HS Road to New Brooklyn</i>	X		750		Y				-	33	41	1,198	-	-	-	-	1,272
Manitou Beach Rd & Bulkhead Repair <i>Manitou Beach Rd</i>			-		Y				-	-	-	225	-	485	500	-	1,210
Winslow Way West <i>Parfitt to Grow Ave</i>					Y				-	-	-	-	-	140	610	-	750
Springbrook Fish Passage <i>Fletcher Bay Road West of New Brooklyn</i>									-	-	-	100	-	-	-	-	100
									1,880	833	91	1,298	-	625	1,110	-	5,837
City Funding									3,430	-	300	750	-	-	-	-	4,480
Grant Totals									5,310	833	391	2,048	-	625	1,110	-	10,318
TOTALS																	

**CITY OF BAINBRIDGE ISLAND
STORMWATER CIP (2021- 2026)
2021-2022 PROPOSED BUDGET**

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2021	2022	2023	2024	2025	2026	2027 - 2040	Total
STORMWATER PROJECTS - 6-YEAR CIP (1000s)																	
Eagle Hrbr. Dr. @ McDonald Creek Culvert			-					Y	210	56	9	-	-	-	-	-	276
Pritchard Park Outfall								Y	125	24	-	-	-	-	-	-	149
Yeomalt Area Drainage Improvements			-					Y	61	-	-	625	-	-	-	-	686
Blakely Ave. Drainage Improvements			-					Y	-	-	-	280	-	-	-	-	280
Springbrook Creek Restoration and Culvert Complex Replacement	x		-					Y	-	-	-	-	240	1,270	-	-	1,510
Springbrook Fish Passage	x		1,000	X				Y	-	-	-	1,100	-	-	-	-	1,100
C40 Eagle Harbor Dr Phase I Fish Passage	x		600	X				Y	105	10	11	-	525	-	-	-	651
City Funding									501	91	20	1,005	765	1,270	-	-	3,651
Grant Totals									-	-	-	1,000	-	-	-	-	1,000
TOTALS									501	91	20	2,005	765	1,270	-	-	4,651



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Increase City Manager's Change Order Authority for the Eagle Harbor Drive Phase II Non-Motorized Improvement Project (\$230,000.00)

SUMMARY: Staff is requesting an increase in the City Manager's change order authority for the Eagle Harbor Drive Phase II Non-Motorized Improvement project up to \$230,000.00 to support the construction of separated bicycle facilities on both sides of the project alignment.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION: Increase the City Manager's change order authority for the Eagle Harbor Drive Phase II Non-Motorized Improvement project up to \$230,000.00 to support the construction of separated bicycle facilities on both sides of the project alignment.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$230,000.00
Ongoing Cost:	N/A
One-Time Cost:	\$230,000.00
Included in Current Budget?	Yes

BACKGROUND: On March 23, 2021 the City Council authorized a construction contract with Seton Construction, Inc. for the Eagle Harbor Drive Phase II Non-Motorized Improvement project in the amount of \$512,254. During the discussion of that contract award, the City Council expressed an interest in continuing to refine the project design to provide as much physical separation as possible between the bicycle and vehicle facilities. At that time, staff expressed that additional funding could be needed if additional accommodations could be made to revise the project design in accordance with the Council's direction.

Now that the project has broken ground, and the physical limits of the project construction are better known, staff is working with the contractor to revise the design to include fully separated bicycle lanes on both sides of the road along the majority of the corridor. This revision is resulting in additional costs to the project due to revisions to the quantity of materials (more topsoil and landscaping, less asphalt) and the means and methods of construction. The project is anticipated to be substantially complete in mid-August.

ATTACHMENTS:

[CIP Project 1077 EH PH II.pdf](#)

[EH PH II X-Section Rev 202100708.pdf](#)

FISCAL DETAILS: Capital Improvement Project (CIP) No. 1077 is listed in the 2021-26 with \$980K for construction, \$700K of which is a federal grant (CIP project sheet is attached). The current contract value is \$512,254.

Staff is requesting City Manager change order authority for up to \$230,000, which would bring the total potential contract value amount to \$742,254.

If the change order authority is granted, the federal grant funds would continue to support the majority of the project costs. At the required 13.5% match, the City's match contribution would increase by approximately \$30K (from approximately \$70K to approximately \$100K.)

Fund Name(s): Capital Construction Fund

Coding:

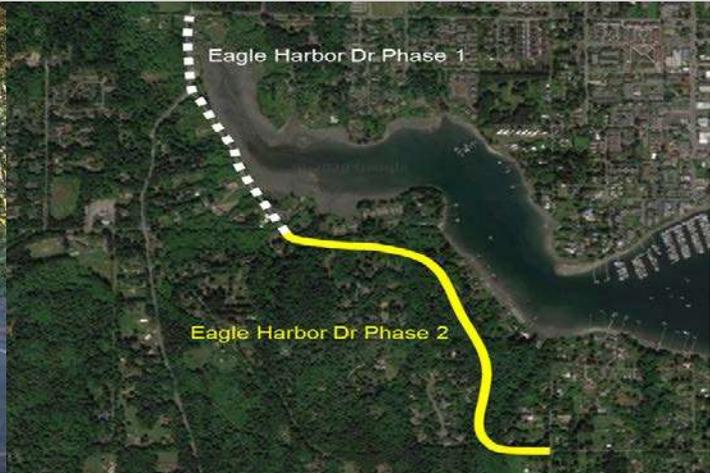
Project: C40 Eagle Harbor Drive Phase 2

Number:

01077

Location: Eagle Harbor shoreline to McDonald

Project Description



Description: Provide a 5'-wide shoulder (northbound) and a separated bike lane (southbound) from the shoreline to McDonald Ave.

Benefit: Safety and non-motorized transportation connectivity.

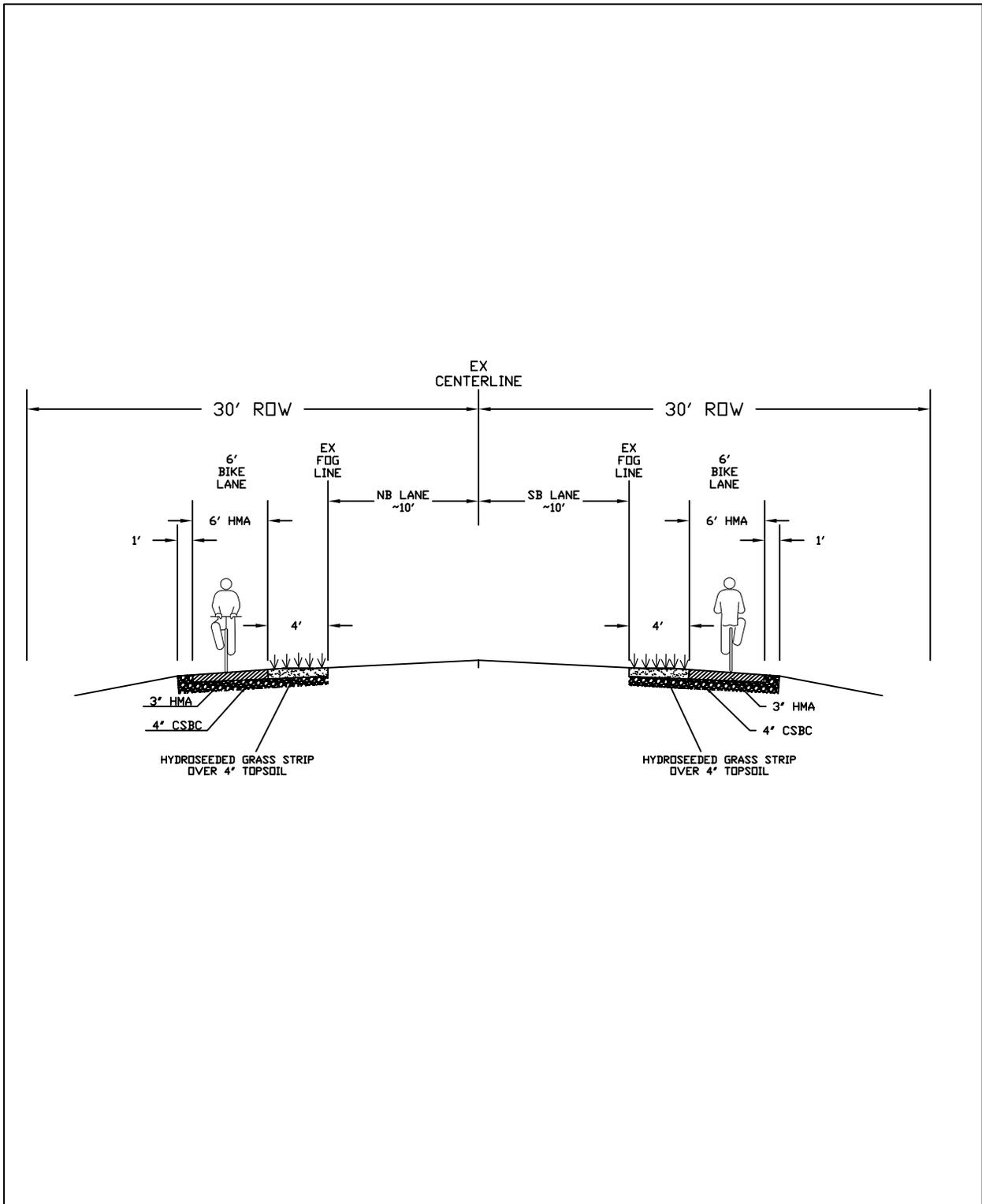
Schedule: YR1: design/permitting YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
FUNDING SOURCES (1000's)									
REET	\$320	\$57	\$2	\$0	\$0	\$0	\$0	\$0	\$379
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$1,020	\$57	\$2	\$0	\$0	\$0	\$0	\$0	\$1,079
FUNDING USES (1000's)									
Project Management	\$40	\$57	\$2						\$99
Design/permitting									\$0
Construction	\$980								\$980
Sub-total	\$1,020	\$57	\$2	\$0	\$0	\$0	\$0	\$0	\$1,079

Estimated Impact on Future Operating Budget

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
Operating									
Debt Service									
Sub-total	\$0								



<p>07/08/2021 DATE</p>	<p>REVISED CROSS-SECTION EAGLE HARBOR DR PHASE 2 SHOULDER IMPROVEMENTS NTS</p>	<p>CITY OF BAINBRIDGE ISLAND CITY OF BAINBRIDGE ISLAND PUBLIC WORKS ENGINEERING DEPARTMENT</p>
<p>1 NUMBER</p>		



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Consider Canceling August 3, 2021 City Council Study Session for Council Recess,

SUMMARY: The City Council will consider canceling the August 3, 2021 study session. Legislative recesses are not uncommon. The United States Congress is mandated by the Legislative Reform Act of 1970 to take a 30 day recess in the month of August.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Approve a City Council recess and cancel the August 3, 2021 City Council Study Session.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:40 PM) Future Council Agendas,

SUMMARY: Council will review future Council agendas.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:

ITEMS TENTATIVELY SCHEDULED FOR FUTURE COUNCIL AGENDAS - SUBJECT TO CHANGE

Last updated 7/8/2021

July 17, 2021 Council Retreat

Agenda Section	Item	Staff Lead
Council discussion	Discuss Workplan	King
Council discussion	Discuss Council Ad Hoc and Subcommittees	King

July 20, 2021 Study Session

Agenda Section	Item	Staff Lead
Executive session	Hold executive session to consider the selection of a site or the acquisition of real estate and discuss litigation or potential litigation	Levan
Presentation	Receive presentation from PSE on proposed transmission line	Wierzbicki
Unfinished business	Bonus FAR Discussion: Consider Purchase of Mobile Home Park FAR	Wright
Council discussion	Discuss Planning Commission's recorded motion related to Ordinance No. 2021-03, related to hotels in the Central Core, Gateway, and Ferry Terminal Districts	Wright

July 27, 2021 Business Meeting

Agenda Section	Item	Staff Lead
Executive session	Hold executive session to discuss litigation or potential litigation	Levan
Unfinished business	Consider LTAC Criteria and authorize issuance of Request for Proposals	Schroer
Unfinished business	Provide expectations for the Green Building Task Force and Status [Tentative]	Wright
New business	Consider Historic Preservation Commission 2021 Work Plan and 2020 Work Plan Summary	Tayara/Wright
New business	Consider Complete Streets Ordinance	Wierzbicki
New business	Consider appointments to the Lodging Tax Advisory Committee	Lassoff
Council discussion	Discuss Adas Will Roundabout and Landmark Trees	Wierzbicki
Consent	Consider Crew Cab Flatbed Purchase (2)	Wierzbicki
Consent	Consider Sidewalk Repair / Replacement Budget Adjustment and Contract Award	Wierzbicki

August 3, 2021 Study Session

Agenda Section	Item	Staff Lead

August 10, 2021 Business Meeting

Agenda Section	Item	Staff Lead
Unfinished business	Review Housing Action Plan Schedule of Activities	Wright
New business	Discuss Ferncliff Avenue Water Line Extension Rate Structure Recommendation and Code Revision	Wierzbicki
New business	Consider response to Puget Sound Energy's proposed transmission line project	Wierzbicki
Council discussion	Consider amendments to the Ethics Program	Levan
Consent	Approve Weed Management and Native Plant Preservation Letter of Agreement	Levan

August 17, 2021 Study Session

Agenda Section	Item	Staff Lead
Unfinished business	Discuss Madison Avenue Sidewalk Project Scope	Wierzbicki

August 24, 2021 Business Meeting

Agenda Section	Item	Staff Lead
Presentation	Approve proclamation declaring September 2021 as Childhood Cancer Awareness Month	Brown
Unfinished business	Discuss ARPA Project List	King
New business	Discuss 2021 Mid-Year Report	Pitts
New business	Consider Public Works LTAC Funding Proposal (\$20,000)	Wierzbicki
Consent	Approve Ordinance No. 2021-XX Relating to 2021 2nd Quarter Budget and Updated Capital Improvement Plan Amendments	Duncombe

September 7, 2021 Study Session

Agenda Section	Item	Staff Lead
Unfinished business	Discuss Traffic Calming and Safety Project Part 1	Wierzbicki
New business	Introduce Building and Development Study and Authorize Public Review of Building and Community Development Fees	Wright
New business	Discuss Groundwater Management Plan Kickoff	Wierzbicki

September 14, 2021 Business Meeting

Agenda Section	Item	Staff Lead
Presentations	Present Proclamation declaring September 2021 as Community Preparedness Month	LeSage

September 21, 2021 Study Session

Agenda Section	Item	Staff Lead
Presentations	Receive Presentation from Suquamish Tribal Chairman	King

September 28, 2021 Business Meeting

Agenda Section	Item	Staff Lead
Presentations	Present Proclamation declaring October 2021 as Filipino American History Monthly	Brown

UNSCHEDULED AT THIS TIME

City Council Initiated Items

Agenda Section	Item	Staff Lead
New business	Review Affordable Housing Work Plan Components	Wright, Schroer
New business	Floor Area Ratio Policy Topics	Wright
New business	Review Approach and Recommendations for Police/Court Facility Project	King
New business	Review Puget Sound Regional Council Growth Allocation	Wright
New business	Consider Ordinance adopting MFTE program, Title 3	Wright
Presentation	Receive Update from Kitsap Public Facilities District Representative	Schroer
Presentation	Receive report from Joint REAC/CCAC Subcommittee	Schroer
Presentation	Receive Quarterly Public Safety Presentation	Clark
New business	Consider Resolution on Proclamation/Recognition Policy	Levan
Unfinished business	Receive Update from Farmland Ad Hoc Committee	Schroer
Council discussion	Consider proposal regarding Ethics Program from Councilmember Pollock	Levan
Unfinished business	Consider Suquamish Welcome Pole	Wierzbicki
Unfinished business	Consider resolution to update the Governance Manual related to Council complaints	Levan
New business	Consider policy for co-sponsorship of City events	Schroer
New Business	Protection of Landmark Trees Ordinance, Sunset Landmark Tree Ordinance	Snyder, Wright
New Business	Triage Phase II: Pre-application Phase Process Change	Greetham
New Business	Receive recommendation from joint subcommittee regarding anonymous complaints to the Ethics Board	King
Unfinished business	Consider further regulations relating to single use plastics	Levan

All Other Items

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:50 PM) Approve Ordinance No. 2021-21 Relating to Repealing Ordinance No. 2021-13 and Thereby Terminating Requirements Relating to Hazard Pay for Grocery Workers - Executive,

SUMMARY: The City Council will consider adoption of an ordinance that would repeal a previous ordinance relating to hazard pay for grocery workers on Bainbridge Island. The Council adopted that previous ordinance, Ordinance No. 2021-13, on March 23, 2021 on an emergency basis based on the emergency created by the COVID-19 pandemic as relates to certain grocery workers on Bainbridge Island. That ordinance is attached to this agenda item. Also attached is Ordinance No. 2021-21, which would repeal Ordinance No. 2021-13. Repeal of the previous ordinance and termination of the hazard pay requirements are being considered by the Council based on improving conditions related to the COVID-19 pandemic, as recognized in the City Manager's July 9, 2021 termination of the Proclamation of Emergency that existed related to the COVID-19 emergency, and the Council's adoption of Resolution No. 2021-11, which affirms the City Manager's termination of the emergency proclamation.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to approve Ordinance No. 2021-21.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND: On February 23, 2021, the City Council took action to create a Council ad hoc committee consisting of Councilmembers Deets and Fantroy-Johnson to research the possibility of an ordinance regarding hazard pay for grocery workers, and directed the City Attorney to do a preliminary analysis of the associated legal risks related to such an ordinance. The ad hoc committee and the City Attorney gathered information and researched and analyzed this matter and the City Attorney prepared an ordinance for the Council's consideration. The ordinance, Ordinance No. 2021-13, was written as an emergency ordinance so that it would be effective immediately upon adoption.

On March 18, 2021, the City of Seattle successfully defended a very similar ordinance that was challenged in federal court. That court decision was instructive for the City Attorney and the Council ad hoc committee in preparing Ordinance No. 2021-13 for the Council's consideration. On March 23, 2021, the Council considered and adopted Ordinance No. 2021-13 on an emergency basis.

On June 22, 2021, the Council considered rescinding the Proclamation of Emergency issued on March 9, 2020 by the City Manager relating to the COVID-19 emergency, and authorized the City Manager to rescind or terminate that emergency proclamation. On July 9, 2021, based on improving conditions related to the COVID-19 pandemic, the City Manager issued a "Proclamation Terminating Emergency Proclamation," which terminated the City Manager's March 9, 2020 Proclamation of Emergency. Additionally, the Council has adopted Resolution No. 2021-11, which affirms the City Manager's Proclamation Terminating Emergency Proclamation.

The attached ordinance under consideration for this agenda item, Ordinance No. 2021-21, finds that the emergency that was the basis for Ordinance No. 2021-13 no longer exists and, therefore, Ordinance No. 2021-21 would repeal Ordinance No. 2021-13, in its entirety, and terminate the hazard pay regulations adopted by that ordinance.

ATTACHMENTS:

[Ordinance No. 2021-21 Relating to Repealing Ordinance No. 2021-13 Regarding Hazard Pay for Grocery Workers](#)

[\[For Background\] Ordinance No. 2021-13 Relating to Hazard Pay for Grocery Workers](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2021-21

AN ORDINANCE of the City of Bainbridge Island, Washington, repealing Ordinance No. 2021-13 and thereby terminating the hazard pay requirement for additional compensation for certain grocery employees within the City of Bainbridge Island; providing for severability; and terminating the associated declaration of emergency related to the hazard pay requirement.

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the new cases of COVID-19 in Washington State; and

WHEREAS, on March 9, 2020, the situation was sufficiently serious that it was necessary to proclaim an emergency within the City of Bainbridge Island due to the possibility that the spread of COVID-19 may become a pandemic; and

WHEREAS, Chapter 2.44 of the Bainbridge Island Municipal Code (“BIMC”) designates the City Manager as the executive head of the City for purposes of emergency management with the authority to proclaim and terminate emergencies; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency related to the COVID-19 pandemic; and

WHEREAS, on March 10, 2020, the City Council ratified and confirmed the Proclamation of Emergency issued by the City Manager through Resolution No. 2020-06; and

WHEREAS, due to the COVID-19 pandemic and the impacts of the virus on the Bainbridge Island community, on March 23, 2021, the City Council adopted Ordinance No. 2021-13, which established a hazard pay requirement for additional compensation for certain grocery employees within the City of Bainbridge Island to protect the public health and safety; and

WHEREAS, Ordinance No. 2021-13 recognized that there would be a crucial period of time in which grocery workers would continue to be highly vulnerable to COVID-19 because they would not yet be vaccinated, or they would not yet have had the full course of vaccination treatment, and it was likely over the coming several months that many such workers would be in contact with unvaccinated persons, some of whom may be asymptomatic with COVID-19; and

WHEREAS, Ordinance No. 2021-13 states that the City Council intended to consider the hazard pay requirements in the ordinance in the coming months based on the severity of the public health crisis, including a review of the current health, safety, and economic risks of frontline work during the COVID-19 emergency; and

WHEREAS, Ordinance No. 2021-13 was adopted on an emergency basis, recognizing that an emergency existed necessitating adoption of the ordinance to provide hazard pay to

certain grocery workers in order to preserve and protect public health, safety, property, and/or welfare; and

WHEREAS, on June 22, 2021, the City Council considered rescinding the Proclamation of Emergency issued on March 9, 2020 by the City Manager as above described, and authorized the City Manager to rescind or terminate that emergency proclamation; and

WHEREAS, on July 1, 2021, Governor Inslee issued Proclamation No. 20-25.14, “Washington Ready,” which, in part, states that “data reflect that the number and percent of vaccinated Washington residents continue to increase, while the number of new COVID-19 cases, hospitalizations, and deaths are decreasing,” and the Governor thereby ordered that movement, occupancy, and face-covering restrictions be modified as set forth in Proclamation No. 20-25.14; and

WHEREAS, Proclamation No. 20-25.14 also states that “although the COVID-19 disease continues as an ongoing and present threat in Washington State, the measures we have taken together as Washingtonians over the past 16 months, including the willingness of Washingtonians to take advantage of the remarkable, life-saving vaccines being administered throughout the state, have made a difference and have altered the course of the pandemic in fundamental ways;” and

WHEREAS, Proclamation No. 20-25.14 further provides that “as of June 30, 2021, at least 67 percent of people 16 years of age and older and 55 percent of the total population have initiated vaccination, and at least 60 percent of people 16 year of age and older and 50 percent of the total population are fully vaccinated;” and

WHEREAS, Proclamation No. 20-25.14 also states that “on May 13, 2021, the CDC announced that fully vaccinated individuals are not recommended to wear masks inside or outside, except when in health care settings, correctional facilities, homeless shelters, schools, and public transportation, and Washington State’s data support adopting the CDC’s position at this time;” and

WHEREAS, Proclamation No. 20-25.14 further provides, in part, that “[t]he face covering requirements for workers, employers, businesses, customers, the general public, and any other entities or individuals in prior versions of [Governor Inslee’s] Proclamation 20-25 are hereby rescinded and replaced with the face covering requirements imposed in and pursuant to this version of Proclamation 20-25,” and that “[e]mployers must comply with all conditions for operation required by the Washington State Department of Labor & Industries, including interpretive guidance, regulations and rules and Department of Labor & Industries-administered statutes;” and

WHEREAS, Proclamation No. 20-25.14 also states, in part, that “[e]mployers are required to provide a safe and healthy workplace and must assess hazards in their workplace and take appropriate steps to protect workers,” and that “[e]mployers therefore must assess the hazard COVID-19 poses to their workplace and take appropriate steps to protect workers, including workers who are not fully vaccinated;” and

WHEREAS, on July 9, 2021, based on changing circumstances and improving conditions on Bainbridge Island and more broadly related to the COVID-19 pandemic, as recognized by Governor Inslee’s Proclamation No. 20-25.14, the City Manager terminated the City’s Proclamation of Emergency via the Proclamation Terminating Emergency Proclamation; and

WHEREAS, on July 13, 2021, the City Council adopted Resolution No. 2021-11, which affirms the City Manager’s Proclamation Terminating Emergency Proclamation that terminated the March 9, 2020 Proclamation of Emergency issued by the City Manager; and

WHEREAS, on July 13, 2021, the City Council also considered this Ordinance No. 2021-21, and the Council hereby determines that the public emergency that existed which was the basis for Ordinance No. 2021-13 no longer exists, and therefore this Ordinance No. 2021-21 will hereby repeal Ordinance No. 2021-13.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as further findings of fact adopted by the City Council in support of the regulations that were established by Ordinance No. 2021-13 and which are being repealed by this Ordinance No. 2021-21.

Section 2. Ordinance No. 2021-13 Repealed and Regulations Terminated. As set forth in Section 17 of Ordinance No. 2021-13, the City Council provided that it “shall determine, based on criteria that are rationally related to the purpose of this ordinance, when the ordinance will be terminated or repealed. In making its determination of termination or repeal, the Council will be informed by the criteria used by the City Manager and the Council as relates to terminating the City Manager’s March 9, 2020, Proclamation of Emergency, as well as in relation to terminating Resolution No. 2020-06 as adopted by the Council, which ratified and affirmed the City Manager’s Proclamation of Emergency.” As above described, based on improving conditions related to the COVID-19 pandemic, on July 9, 2021 the City Manager issued a “Proclamation Terminating Emergency Proclamation,” which terminated the City Manager’s March 9, 2020 Proclamation of Emergency. Additionally, the City Council has adopted Resolution No. 2021-11, which affirms the City Manager’s Proclamation Terminating Emergency Proclamation. Therefore, finding that the emergency that was the basis for Ordinance No. 2021-13 no longer exists, the City Council hereby repeals Ordinance No. 2021-13, enacted on March 23, 2021, in its entirety and terminates the regulations adopted by that ordinance.

Section 3. 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 4. Savings Clause. Ordinance No. 2021-13, which is repealed by this ordinance, shall remain in force and effect until the effective date of this ordinance.

Section 5. Effective Date. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this ____ day of _____, 2021.

APPROVED by the Mayor this ____ day of _____, 2021.

Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	July 9, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-21

ORDINANCE NO. 2021-13

AN ORDINANCE of the City of Bainbridge Island, Washington, establishing a hazard pay requirement for additional compensation for certain grocery employees within the City of Bainbridge Island to protect the public health and safety; authorizing interpretative authority; providing for severability; declaring an emergency; and establishing an immediate effective date.

WHEREAS, the new coronavirus 19 (“COVID-19”) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization as a worldwide pandemic; and

WHEREAS, COVID-19 has broadly spread throughout Washington state and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, on February 3, 2021, the City Council of the City of Seattle adopted Ordinance 126274 on an emergency basis, and that ordinance, like this ordinance, relates to hazard pay for employees (“Seattle Hazard Pay for Grocery Employees Ordinance”); and

WHEREAS, a legal challenge to the Seattle Hazard Pay for Grocery Employees Ordinance was dismissed with prejudice on March 18, 2021 by Judge Coughenour, United States District Court Judge for the United States District Court for the Western District of Washington, Seattle Division, and this Ordinance No. 2021-13 for Bainbridge Island is intended to be consistent with the legal principles that the United States District Court and other courts have determined to be acceptable and legally sound; and

WHEREAS, based on information from the Seattle Hazard Pay for Grocery Employees Ordinance, the Brookings Metropolitan Policy Program, in October 2020, reported that the United States’ top retail companies, including grocery businesses, have earned record-breaking profits during the pandemic; and

WHEREAS, grocery employees have been supporting grocery businesses’ operations and facilitating community access to food during the pandemic, despite facing a clear and present danger of workplace exposure to COVID-19 and receiving limited or inconsistent additional pay in recognition of this hazard; and

WHEREAS, the dangers of working during the pandemic are especially significant for Black, Indigenous, and People of Color (“BIPOC”) employees who are overrepresented among the retail frontline workforce and who are disproportionately impacted by COVID-19; and

WHEREAS, establishing a requirement for grocery employees to receive hazard pay for work performed in Bainbridge Island during the COVID-19 emergency will promote job retention, compensate applicable employees for the risks of working on the frontlines of a global pandemic, improve their financial ability to access resources for protecting themselves and their

families from catching or spreading the virus or coping with illness caused by the virus, and support the welfare of the greater community that depends on grocery employees for safe and reliable access to food; and

WHEREAS, the City encourages employers of essential frontline workers to help facilitate the distribution of COVID-19 vaccines to their employees as vaccines become available; and

WHEREAS, recognizing the ongoing threat to frontline grocery employees, several California cities, including Berkeley, Long Beach, Los Angeles, and San Francisco, as well as Los Angeles County, have announced legislative efforts to require hazard pay of \$4 to \$5 per hour for grocery employees during the COVID-19 emergency, and more cities are expected to announce similar legislation; and

WHEREAS, the City strives to be a leader on wage, labor, and workforce practices that improve workers' lives, support economic security, and contribute to a fair, healthy, and vibrant economy; and

WHEREAS, establishing a labor standard that requires hazard pay for grocery employees is a subject of vital and imminent concern to the community and requires appropriate action by the City Council; and

WHEREAS, the City has the authority under state law, including Chapters 35A.11 and 35A.13 RCW, to exercise its police powers, and the City is granted authority to enact regulations designed to protect and promote public health, safety, and welfare; and

WHEREAS, this ordinance protects and promotes public health, safety, and welfare during the COVID-19 emergency by requiring grocery businesses to provide hazard pay for grocery employees performing work on Bainbridge Island, thereby increasing retention of employees who provide essential services on the frontlines of a global pandemic and paying additional compensation to those employees for the hazards of working with significant exposure to an infectious disease; and

WHEREAS, on January 30, 2020, the World Health Organization (“WHO”) declared that COVID-19 constituted a public health emergency of international concern, WHO’s highest level of alarm; and

WHEREAS, on February 29, 2020, Washington Governor Jay Inslee issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of COVID-19, and directing state agencies to use all resources necessary to prepare for and respond to the outbreak; and

WHEREAS, on March 9, 2020, then City Manager Morgan Smith issued a Proclamation of Emergency in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code in response to new cases of COVID-19, which authorized the City Manager to exercise the

emergency powers necessary to take extraordinary measures to save lives and protect public health and safety or to avert or lessen a threat of a major disaster; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, which recognized the existence of the COVID-19 public health emergency, affirmed and ratified the City Manager’s Proclamation of Emergency, and authorized the emergency procurement of goods and services to address the emergency; and

WHEREAS, on March 23, 2020, Washington Governor Inslee issued Proclamation 20-25, a “Stay Home – Stay Healthy” order, closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes, and this order was extended through May 31, 2020; and

WHEREAS, the “Stay Home – Stay Healthy” proclamation identified grocery employees as “Essential Critical Infrastructure Workers” performing work to protect communities and ensure continuity of functions critical to public health and safety, as well as economic and national security; and

WHEREAS, on May 4, 2020, Washington Governor Inslee announced a “Safe Start” plan to start on June 1, 2020 to reopen Washington’s economy in phases with adequate social distancing measures and health standards in place; and

WHEREAS, based on the Seattle Hazard Pay for Grocery Employees Ordinance, in October 2020, the British Medical Journal, Occupational & Environmental Medicine, reported that grocery employees face a serious risk of COVID-19 infection and associated psychological distress, and a study of 104 grocery employees at a grocery store in Boston, Massachusetts, found that 20 percent tested positive for COVID-19 despite 91 percent of employees reporting wearing a face mask at work and 77 percent of employees reporting wearing masks outside of work, and the positive rate of infection among grocery employees was five times as likely for those who interacted with customers than for those who did not; and

WHEREAS, that same study found that 76 percent of employees had no symptoms, suggesting that these employees could be an important reservoir of asymptomatic infection, and 24 of the 99 employees who filled out a related medical health questionnaire also reported experiencing anxiety, and eight employees were deemed depressed from their questionnaire answers; and

WHEREAS, based on the Seattle Hazard Pay for Grocery Employees Ordinance, in November 2020, the Brookings Metropolitan Policy Program reported that the profits of top retail companies, including grocery businesses, soared during the pandemic while their employees earned low wages and, with few exceptions, failed to receive consistent or meaningful additional compensation for performing life threatening work; and

WHEREAS, that same report found that the top retail companies in their analysis earned on average an extra \$16.7 billion in profit compared to the previous year – a 40 percent increase,

and frontline retail employees experienced little of this windfall, averaging a 10 percent pay increase on top of wages that were often too low to meet a family’s basic needs; and

WHEREAS, on January 3, 2021, the Center for Disease Control (“CDC”) reported that multiple COVID-19 variants are circulating globally that appear to spread more easily and quickly than other variations; and

WHEREAS, studies show that a variant first detected in the United Kingdom (“U.K.”) in September 2020, known as B.1.1.7, is 50 to 70 percent more transmissible than the previously circulating form of the COVID-19 virus and is responsible for more than half of new infections in the U.K., and cases in the United States have occurred in several states; and

WHEREAS, studies show that a highly contagious COVID-19 variant first detected in South Africa may pose a risk to COVID antibody treatments; and

WHEREAS, the Washington State Department of Health (“WSDOH”) has provided updates related to vaccines that are authorized for emergency use by the United States Food and Drug Administration, and in December 2020, the WSDOH published a COVID-19 vaccine estimated timeline beginning in December 2020 with a “Phase 1.A.” for high-risk health care workers in healthcare settings, high-risk first responders, long term care facility residents, and continuing for other identified high-risk individuals; and

WHEREAS, the timeline stated that future phases would be announced for May through December 2021, and initially WSDOH’s COVID vaccine timeline indicated that all grocery employees would be eligible for vaccination in February 2021, although modified timelines have since been issued; and

WHEREAS, although vaccines are becoming more available, there have been serious issues with logistics and supplies locally, across Washington state, and around the nation; and

WHEREAS, on January 5, 2021, Governor Inslee announced the “Healthy Washington—Roadmap to Recovery,” a COVID-19 phased recovery plan beginning on January 11, 2021 that started with every region in Phase 1, such that regions have been allowed to reopen when they meet certain metrics related to hospitalization and case data; and

WHEREAS, based on information from the Washington State Department of Health as of March 19, 2021, thus far in this pandemic there have been a total of 5,174 deaths throughout Washington state due to COVID-19, and statewide there have been 353,792 positive COVID-19 cases; and

WHEREAS, based on information from the Kitsap Public Health District as of March 19, 2021, thus far in this pandemic there have been a total of 90 deaths in Kitsap County due to COVID-19, and Kitsap County has experienced 6,058 positive COVID-19 cases, including 271 on Bainbridge Island, 1,000 in North Kitsap, 1,426 in Central Kitsap, 1,620 in Bremerton, and 1,741 in South Kitsap, and the rate of positive cases per 100,000 is currently 77.5 over the past 14 days; and

WHEREAS, throughout the entirety of the COVID-19 emergency, grocery businesses have been operating on Bainbridge Island and relying upon the work of grocery employees who are highly vulnerable to health and safety risks; and

WHEREAS, grocery employees are essential workers performing services that are fundamental to the economy and health of the community during the COVID-19 crisis, and they face clear and present dangers at their jobs and continue to risk their lives and the health of their families to keep the community's food supply chain operating; and

WHEREAS, grocery employees cannot choose to work from home and must come to work to perform their jobs, which can involve substantial interaction with customers and/or ventilation systems that could potentially spread the virus, and they are wearing masks, trying as much as possible to social distance, performing safety protocols, and learning new skills to decrease transmission of the virus to protect themselves and the public; and

WHEREAS, the risks of working during the pandemic are especially significant for BIPOC employees because they are overrepresented among the retail frontline workforce and are disproportionately impacted by COVID-19, and data shows that people of color are disproportionately experiencing hospitalization and dying of COVID-19; and

WHEREAS, based on the Seattle Hazard Pay for Grocery Employees Ordinance, the CDC reports that Black and Indigenous people, followed by Pacific Islanders and Latinx people, are disproportionately affected by COVID-19 due to long-standing inequities in social determinants of health, including overrepresentation in jobs that require customer contact such as grocery stores, lower incomes and barriers to wealth accumulation, lack of access to quality healthcare and fair treatment in the healthcare system, difficulties in finding affordable and quality housing, and inequities in access to high-quality education; and

WHEREAS, based on the Seattle Hazard Pay for Grocery Employees Ordinance, the CDC reports that these determinants may increase risk of COVID-19 exposure, illness, hospitalization, long-term health and social consequences, and death, and that to stop the spread of COVID-19, the CDC states that resources must be equitably available for everyone to maintain physical and mental health; and

WHEREAS, based on the Seattle Hazard Pay for Grocery Employees Ordinance, Science in the News ("SITN"), a graduate student group at the Harvard Graduate School of the Arts and Sciences, reports that it is more difficult for BIPOC communities to stay safe during the pandemic and notes the importance of keeping these vulnerable populations in mind as the country slowly reopens the economy, and SITN states that social distancing is a privilege that many people of color cannot afford because they work and reside in situations with higher risk of exposure to the virus, and people of color are more likely to live in densely populated areas, reside in multigenerational and multifamily households, and use public transportation; and

WHEREAS, SITN further reports that many inequalities that predated the pandemic have worsened, including limited access for Black and Latinx communities to primary care physicians, medical facilities, and COVID testing; and

WHEREAS, grocery businesses are profiting during the pandemic from the labor of employees who are working under dangerous conditions; and

WHEREAS, it is rational to presume that large grocery businesses with hundreds or thousands of employees worldwide are more likely to be in a financial position to absorb the cost of the requirements of this ordinance than would be the case for grocery business with few employees, and it is not the intent of this ordinance to put any business out of business; and

WHEREAS, hazard pay, paid in addition to regular wages, is an established type of additional compensation for employees performing hazardous duties or work involving physical hardship that can cause extreme physical discomfort and distress; and

WHEREAS, grocery employees working during the COVID-19 emergency merit hazard pay because they are performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress due to the significant risk of exposure to the COVID-19 virus; and

WHEREAS, grocery employees have been working under hazardous conditions month after month for over a year of the COVID-19 pandemic, and they are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat, including the threat of more contagious variants, for an uncertain period to time; and

WHEREAS, although grocery employees can expect to be vaccinated in the coming months, state and national delays in vaccination efforts suggest the potential for a longer timeline, and in the meantime, the crisis of the pandemic continues unabated and presents extreme risks for grocery employees; and

WHEREAS, ensuring that grocery employees are compensated for the substantial risks of working during the COVID-19 emergency promotes retention of these vital workers, and retention of grocery employees is fundamental to protecting the health of the community as these employees directly support public purchase of groceries and facilitate community access to food; and

WHEREAS, this ordinance is immediately necessary in response to the COVID-19 emergency because the health threats that grocery employees face are as significant now as when this crisis began and are growing as community transmission is already surging, and COVID-19 variants may further increase transmission of the virus and reduce therapeutic treatments, and vaccinations are destined for a gradual rollout that could take many months for grocery employees and much longer for the general public; and

WHEREAS, this is a rapidly evolving situation, with disproportionate risks and adverse impacts for BIPOC communities, that must be addressed without delay; and

WHEREAS, grocery employees are necessary to protect the public health because their work sustains access to groceries, and hazard pay is one step to recognize the dangers facing these employees as they support our community, encourage them to continue their vital work, and provide them with additional financial resources; and

WHEREAS, an immediate requirement to provide grocery employees with hazard pay promotes retention of essential workers, improves the financial ability of grocery employees to access resources they need to stay safe and healthy, and ultimately supports the greater community that depends on grocery employees for consistent, safe, and reliable access to food; and

WHEREAS, Bainbridge Island is particularly susceptible to the potential spread of COVID-19 because the island is a regional ferry and transportation hub and gateway through which a multitude of persons travel every day and those persons interact with persons on Bainbridge Island, including grocery workers; and

WHEREAS, Bainbridge Island is also particularly susceptible to the potential spread of COVID-19 because the island is a well-known tourist destination that attracts tens of thousands of tourists from the Seattle metropolitan area, the Puget Sound region, and other areas every year, and those persons interact with persons on Bainbridge Island, including grocery workers; and

WHEREAS, Bainbridge Island is experiencing an increasing number of tourists currently as more persons are traveling and economic activity is opening up, and it is expected that the number of persons coming in contact with grocery workers on Bainbridge is going to continue to increase significantly in the coming months; and

WHEREAS, there will be a crucial period of time in which grocery workers will continue to be highly vulnerable to COVID-19 because they will not yet be vaccinated, or they will not yet have had the full course of vaccination treatment, or they will not yet be fully protected by being vaccinated, and it is likely over the coming several months that many such workers will be in contact with unvaccinated persons, some of whom may be asymptomatic with COVID-19; and

WHEREAS, the City Council intends to consider the hazard pay requirements in this ordinance in the coming months based on the severity of the public health crisis, including a review of the current health, safety, and economic risks of frontline work during the COVID-19 emergency; and

WHEREAS, an emergency exists necessitating adoption of this ordinance to provide hazard pay to certain grocery workers in order to preserve and protect public health, safety, property, and/or welfare; and

WHEREAS, the City possesses extensive police powers under state law within the City's incorporated lands; and

WHEREAS, the regulations imposed herein promote the public good and are necessary for the protection of public health, property, safety, property, and/or welfare; and

WHEREAS, the City Council now determines that a public emergency exists requiring that this regulation become effective immediately upon adoption.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of the regulations established by this ordinance.

Section 2. Regulations Imposed. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 35A.13.190, the City hereby imposes this regulation, as described in this ordinance, as below described.

Section 3. Definitions.

A. “Adverse action” means reducing compensation, garnishing gratuities, denying a job or promotion, demoting, terminating, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, engaging in unfair immigration-related practices, filing a false report with a government agency, or otherwise discriminating against any person for any reason. “Adverse action” for an employee may involve any aspect of employment, including compensation, work hours, responsibilities, or other material change in the terms and conditions of employment. “Adverse action” also encompasses any action by the employer or a person acting on the employer’s behalf that would dissuade a reasonable person from exercising any right afforded by this ordinance.

B. “Aggrieved party” means an employee or other person who suffers tangible or intangible harm due to an employer or other person’s violation of this ordinance.

C. “City” means the City of Bainbridge Island.

D. “Compensation” means the payment owed to an employee by reason of employment, including but not limited to, salaries, wages, tips, service charge distributions, overtime, commissions, piece rate, bonuses, rest breaks, promised or legislatively required pay or paid leave, and reimbursement for employer expenses.

E. “Employ” means to suffer or permit to work.

F. “Employee” means a person who is employed for wages or salary, including, but not limited to, a full-time employee, a part-time employee, and a temporary worker. An alleged employer bears the burden of proof that the individual is, as a matter of economic reality, in

business for oneself (i.e., as an independent contractor), rather than employed by the alleged employer.

G. “Employer” means any individual, partnership, association, corporation, business trust, or any entity, person or group of persons, or a successor thereof, that employs another person and includes any such entity or person acting directly or indirectly in the interest of the employer in relation to the employee. More than one entity may be the “employer” if employment by one employer is not completely disassociated from employment by any other employer.

H. “Grocery business” means a retail store operating in Bainbridge Island:

1. That is primarily engaged in retailing groceries for offsite consumption, including but not limited to the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned and frozen foods, dry foods, beverages, baked foods, and/or prepared foods.
2. “Grocery business” does not include convenience stores or food marts primarily engaged in retailing a limited line of goods that generally includes milk, bread, soda, and snacks. “Grocery business” also does not include farmers’ markets.

I. “Grocery employee” means a person employed by a grocery employer, and who works at a grocery business in Bainbridge Island.

J. “Grocery employer” means an employer that matches the requirements in Section 4 of this ordinance.

K. “Hazard pay” means additional compensation owed to an employee on top of the employee’s other compensation, including but not limited to salaries, wages, tips, service charge distributions, overtime, commissions, piece rate, bonuses, rest breaks, promised or legislatively required pay or paid leave, and reimbursement for employer expenses. The pay need not be referred to specifically as “hazard pay” by the employer to constitute hazard pay under this ordinance, but the pay must otherwise meet this definition.

L. “Tips” means a verifiable sum to be presented by a customer as a gift or gratuity in recognition of some service performed for the customer by the employee receiving the tip.

Section 4. Employer Coverage.

A. For the purposes of this ordinance, “grocery employers” are those businesses that:

1. Employ at least one grocery employee who works at a grocery business located in Bainbridge Island; and
2. Employ 500 or more employees worldwide regardless of where those employees are employed, including but not limited to, chains, integrated

enterprises, or franchises associated with a franchisor or network of franchises that employ 500 or more employees in aggregate.

B. To determine the number of employees for the current calendar year for the purposes of this section:

1. The calculation is based upon the average number of employees who worked per calendar week during the preceding calendar year for any and all weeks during which at least one employee worked for the grocery employer. For employers that did not have any employees during the preceding calendar year, the number of employees for the current calendar year is calculated based upon the average number per calendar week of employees who worked during the first 90 calendar days of the current year in which the grocery employer engaged in the grocery business; and
2. All employees shall be counted, including, but not limited to:
 - a. Grocery employees;
 - b. Employees who are not grocery employees;
 - c. Employees who worked outside of Bainbridge Island; and
 - d. Employees who worked in full-time employment, part-time employment, joint employment, temporary employment, or through the services of a temporary services or staffing agency or similar entity.

C. Separate entities that form an integrated enterprise shall be considered a single employer under this ordinance. Separate entities will be considered an integrated enterprise and a single employer under this ordinance where a separate entity controls the operation of another entity. The factors to consider in making this assessment may include, but are not limited to:

1. Degree of interrelation between the operations of multiple entities;
2. Degree to which the entities share common management;
3. Degree of centralized control of labor relations;
4. Degree of common ownership or financial control over the entities; and
5. Use of a common brand, trade, business, or operating name.

Section 5. Employee Coverage. This ordinance applies to the time a grocery employee performs work for a grocery employer at a grocery business location. It does not apply to time spent by a grocery employee in Bainbridge Island solely for the purpose of travelling through Bainbridge Island from a point of origin outside Bainbridge Island to a destination outside of

Bainbridge Island, with no employment-related or commercial stops in Bainbridge Island except for refueling or the employee's personal meals or errands.

Section 6. Hazard Pay Requirements.

A. For grocery employers with 500 or more employees but less than 2,000 employees worldwide, such grocery employers shall provide each grocery employee with hazard pay at a rate of two dollars per hour for each hour worked at the grocery employers' grocery business.

B. For grocery employers with 2,000 or more employees worldwide, such grocery employers shall provide each grocery employee with hazard pay at a rate of four dollars per hour for each hour worked at the grocery employers' grocery business.

C. Grocery employers providing hazard pay, as defined under Section 3, on the effective date of this ordinance may use the hourly rate of that hazard pay to offset the amount due under this subsection.

D. Grocery employers shall provide written notice of employment information that includes notice of hazard pay by 30 days after the effective date of this ordinance. The notice of employment information shall include notice of any hazard pay offset available under this subsection.

E. Grocery employers shall provide payment for hazard pay on the established, regular pay day on which wages are paid.

F. Grocery employers shall provide written itemization of the hazard pay separately from payment for wages and other compensation.

G. Grocery employers shall comply with the hazard pay requirements in this ordinance until this ordinance is terminated or repealed as set forth herein.

Section 7.

A. Within 30 days of the effective date of this ordinance, grocery employers shall display a written notice of rights established by this ordinance in a conspicuous and accessible place at all its grocery businesses. Grocery employers shall display the notice of rights in English and in the primary language or languages of the employee or employees at its grocery businesses.

B. The notice of rights shall provide information on:

1. The right to hazard pay guaranteed by this ordinance;
2. The right to be protected from retaliation for exercising in good faith the rights protected by this ordinance; and

3. The right to bring a civil action for a violation of this ordinance, including a grocery employer's denial of hazard pay as required by this ordinance and a grocery employer or other person's retaliation against a grocery employee or other person for asserting the right to hazard pay or otherwise engaging in an activity protected by this ordinance.

Section 8.

A. Grocery employers shall retain records that document compliance with this ordinance for each grocery employee.

B. Grocery employers shall retain the records required by this section for three (3) years.

C. If a grocery employer fails to retain adequate records required under this section, there shall be a presumption, rebuttable by clear and convincing evidence, that the grocery employer violated this ordinance for the periods and for each grocery employee for whom records were not retained.

Section 9.

A. A grocery employer or any other person shall not interfere with, restrain or deny the exercise of, or the attempt to exercise, any right protected under this ordinance.

B. A grocery employer or any other person shall not take any adverse action against any person because the person has exercised in good faith the rights protected under this ordinance. The rights include, but are not limited to:

1. The right to make inquiries about the rights protected under this ordinance;
2. The right to inform others about their rights under this ordinance;
3. The right to inform the person's employer, the person's legal counsel, a union or similar organization, or any other person about an alleged violation of this ordinance;
4. The right to bring a civil action for an alleged violation of this ordinance;
5. The right to testify in a proceeding under or related to this ordinance;
6. The right to refuse to participate in an activity that would result in a violation of city, state, or federal law; and
7. The right to oppose any policy, practice, or act that is unlawful under this ordinance.

C. A grocery employer or any other person shall not communicate to a person exercising rights protected in this section, directly or indirectly, the willingness to inform a government worker that the person is not lawfully in the United States, or to report, or to make an implied or express assertion of a willingness to report, suspected citizenship or immigration status of an employee or family member of an employee to a federal, state, or local agency because the employee has exercised a right under this ordinance.

D. It shall be a rebuttable presumption of retaliation if a grocery employer or any other person takes an adverse action against a person within ninety (90) days of the person's exercise of rights protected in this section. However, in the case of seasonal work that ended before the close of the ninety-day period, the presumption also applies if the grocery employer fails to rehire a former grocery employee at the next opportunity for work in the same position. The grocery employer may rebut the presumption with clear and convincing evidence that the adverse action was taken for a permissible purpose.

E. Proof of retaliation under this section shall be sufficient upon a showing that a grocery employer or any other person has taken an adverse action against a person and the person's exercise of rights protected in this section was a motivating factor in the adverse action, unless the grocery employer can prove that the action would have been taken in the absence of the protected activity.

F. The protections afforded under this section shall apply to any person who mistakenly but in good faith alleges violations of this ordinance.

G. A complaint or other communication by any person triggers the protections of this section regardless of whether the complaint or communication is in writing or makes explicit reference to this ordinance.

Section 10. Any aggrieved party or any entity acting on behalf of an aggrieved party may bring a civil action in a court of competent jurisdiction against the grocery employer or other person violating this ordinance and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the aggrieved party and liquidated damages in an additional amount of up to twice the unpaid compensation; and a penalty payable to any aggrieved party if the aggrieved party was subject to prohibited retaliation. Interest shall accrue from the date the unpaid compensation was first due at twelve percent per annum, or the maximum rate permitted under RCW 19.52.020.

Section 11. Any waiver by an individual of any provision of this ordinance shall be deemed contrary to public policy and shall be void and unenforceable.

Section 12.

A. Nothing in this ordinance shall be construed to discourage or prohibit an employer from adopting or retaining hazard pay policies more generous than the one required.

B. Nothing in this ordinance shall be construed as diminishing the obligation of the employer to comply with any contract, collective bargaining agreement, employment benefit plan, or other agreement providing more generous hazard pay policies to an employee than required in this ordinance.

Section 13.

A. This ordinance provides minimum requirements for hazard pay for grocery employees during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for hazard pay or that extends other protections to employees; and nothing in this ordinance shall be interpreted or applied so as to create any power or duty in conflict with federal or state law.

B. Nothing in this section shall be construed as restricting an employee's right to pursue any other remedies at law or equity for violation of the employee's rights.

Section 14. Interpretive Authority. The City of Bainbridge Island City Manager, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 15. 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 16. Declaration of Emergency; Effective Date. This ordinance, which the City Council hereby regards as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and/or public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "Whereas" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

Section 17. Termination or Repeal of Ordinance. The City Council shall determine, based on criteria that are rationally related to the purpose of this ordinance, when the ordinance will be terminated or repealed. In making its determination of termination or repeal, the Council will be informed by the criteria used by the City Manager and the Council as relates to terminating the City Manager's March 9, 2020, Proclamation of Emergency, as well as in relation to terminating Resolution No. 2020-06 as adopted by the Council, which ratified and affirmed the City Manager's Proclamation of Emergency.

PASSED by the City Council this 23rd day of March, 2021.

APPROVED by the Mayor this 23rd day of March, 2021.



Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:


Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	March 19, 2021
PASSED BY THE CITY COUNCIL:	March 23, 2021
PUBLISHED:	March 26, 2021
EFFECTIVE DATE:	March 23, 2021
ORDINANCE NUMBER:	2021-13



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:55 PM) Approve Plastics and Waste Reduction Task Force Form and Appoint Councilmembers - Councilmember Deets,

SUMMARY: At the June 22, 2021 City Council meeting, the Council approved a motion to form a Plastics and Waste Reduction Task Force. The next step is to approve the task force formation form and appoint 2-3 Councilmembers.

AGENDA CATEGORY: Appointment

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to approve the Plastics and Waste Reduction Task Force form.

I move to appoint _____, _____, and _____ to the Plastics and Waste Reduction Task Force.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Plastic and Waste Reduction Task Force.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Task Force Formation Request Form

REQUEST DATE: REQUESTED BY:

PROCEDURAL AUTHORITY/GOVERNANCE MANUAL REFERENCE(S):

NAME OF PROPOSED COMMITTEE:

PURPOSE/SCOPE OF WORK:

COMPOSITION:

LINK TO CITY COUNCIL/DEPT. WORK PLAN:

REPORTS TO: CITY COUNCIL CITY MANAGER ANTICIPATED SUNSET DATE:

PUBLIC PARTICIPATION/EDUCATION REQUIRED: YES NO STAFF SUPPORT REQUIRED: YES NO

FORM OF STAFF SUPPORT NEEDED:

CITY MANAGER'S COMMENTS:

MEMBERS:

PROPOSED MOTION:

DATE ACTION TAKEN:



CITY OF
BAINBRIDGE ISLAND

PLASTIC AND WASTE REDUCTION TASK FORCE
SCOPE OF WORK

The scope of the task force is to deliver recommendations to the full Council no later than September 28, 2021 on measures to reduce plastic and waste in retail food establishments on Bainbridge Island.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:05 PM) Consider Approval of Bond Delegation Ordinance No. 2021-19 Relating to the Refunding of \$2.95 Million of 2011 Limited Tax General Obligation Bonds - Finance,

SUMMARY: The City's Finance Director has a fiduciary obligation under the City's debt policy to bring to the City Council bond refunding (refinance) opportunities when a minimum target cost savings is achievable if the potential refunding demonstrates a positive present value equal to a minimum savings of 5% of the outstanding debt over the life of the remaining debt. The estimated current net present value savings of refunding the 2011 Limited Tax General Obligation bonds is approximately 8.5% or about \$250,000 on bonds set to expire in December 2030.

Under state law, the legislative body needs to adopt an ordinance to approve all debt. State law permits the Council to set parameters for the bonds (maximum principal amount, interest rate, sale price, etc.) and to delegate to staff the authority to choose the method of sale and set the final terms of the bonds. This ordinance authorizes the sale of \$2.95 million in refunding 2011 Limited Tax General Obligation bonds and requires a minimum net present value savings of 5% with a maximum true interest rate of 2.5%.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: I move to approve Ordinance No. 2021-19 which authorizes the Finance Director, or the Deputy City Manager or City Manager in the absence of the Finance Director, as the City's designated representative and authorizes the designated representative to conduct the sale of bonds when the terms are deemed the most advantageous to the City.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: A preliminary analysis performed by D.A. Davidson and Company indicates the City has an opportunity to refund approximately \$2.950 million in outstanding 2011 LTGO bonds at lower interest rates. These bonds are set to mature in the years 2030. Refunding bonds is a procedure whereby an issuer refinances an outstanding bond issue and replaces the existing bond debt with new bonds at a lower interest

rate under essentially the same terms and conditions. No additional net debt is incurred by the City under this process.

The current market rates are near a 40 year low and at a point where the total savings net of costs is approximately \$250,000 total over the remaining life of the bonds. The City intends to issue refunding bonds in fall of 2021 to take advantage of the lower interest rate and savings opportunity.

It is noted that pursuant to Section 13 of the subject ordinance and other covenants contained in the ordinance, this refinancing is issuing "Qualified Tax Exempt Obligation" and the City promises to take all actions necessary to preserve the tax exempt nature of the bonds.

ATTACHMENTS:

[Slides for CC 07132021.pptx](#)

[Ordinance 2021-19 Bond Ordinance City of Bainbridge Island LTGO Ref Bond, 2021.docx](#)

[REF2011B\(BAINCITY\) Refund 2011 LTGO \(Bank Placement\) 5.17.21.pdf](#)

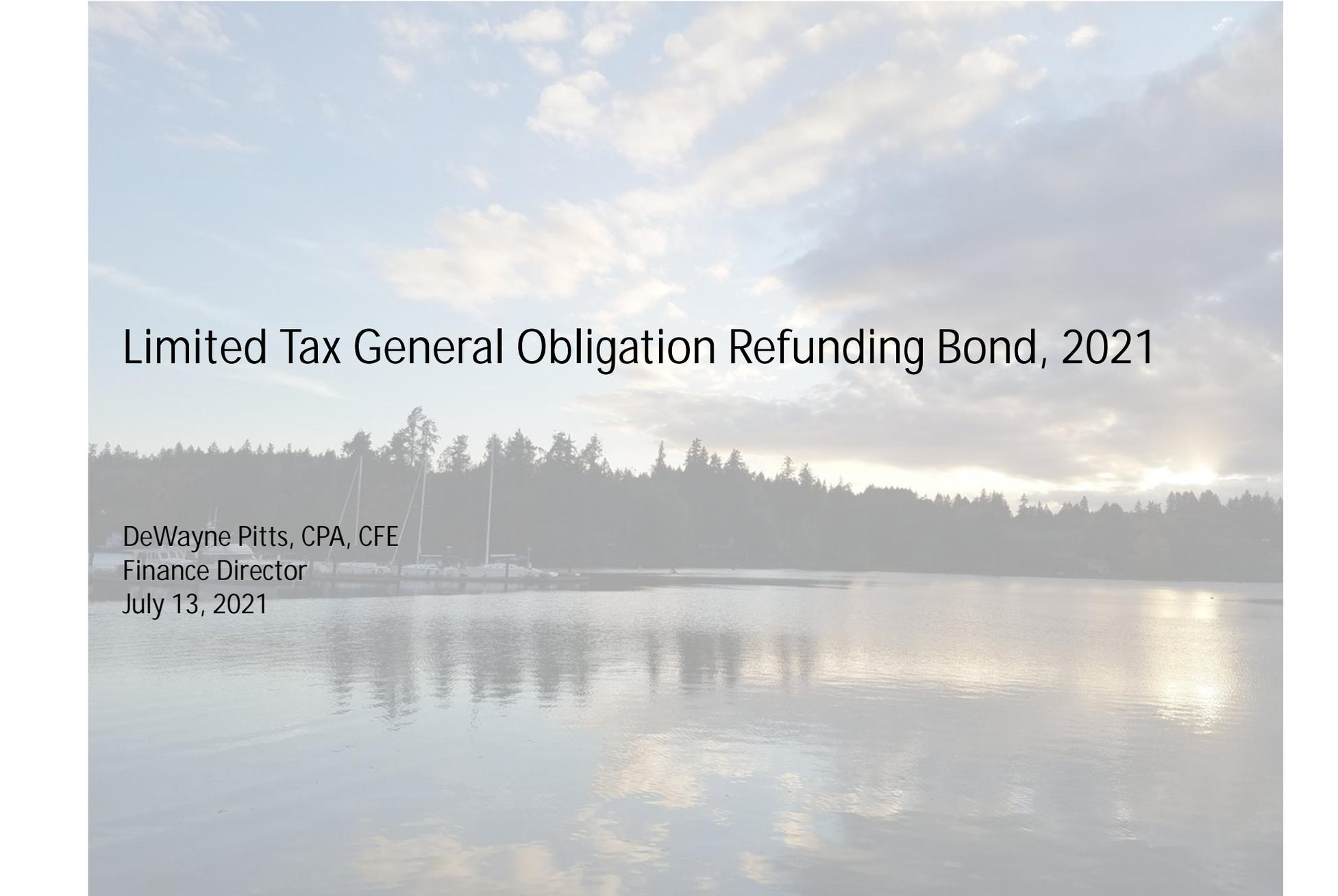
[SOE City of Bainbridge Island 2021 LTGO Refunding.pdf](#)

FISCAL DETAILS: Summary of estimated terms and savings:

- * Original Bond PAR amount and purpose - \$5.7 million Wastewater Treatment Plant and 1998 bond refunding
- * Average interest rate on original issue - 4%
- * Term of original bond - 20 years. Final payment is 12/01/2030.
- * Anticipated new interest rate - 1.715%
- * Term of refunded bonds - to 12/31/30
- * Par value of new bonds - \$3,045,000
- * Par value of old bonds - \$2,950,000
- * Estimated Net Present Value Savings - \$250,000, equal to 8.5% PV or about \$23,000 per year
- * Policy Net Present Value Savings minimum - \$150,000, equal to 5% PV or \$14,300 per year.
- * Anticipated cost of issuance - \$75,000 - \$95,000

Fund Name(s): Other

Coding:



Limited Tax General Obligation Refunding Bond, 2021

DeWayne Pitts, CPA, CFE
Finance Director
July 13, 2021

Tonight's topics

- Discuss Bond Refunding Opportunity
- Request Council approval of Bond Delegation Ordinance 2021-19

What is a Bond Refunding?

- Is a refinancing of existing debt to lower interest rates with similar terms and conditions
- Debt policy requires the Finance Director to bring to Council savings opportunities when PV savings > 5%
- Current estimated savings is 8.5% or \$250,000

What is a Bond Ordinance?

- State law requires Council to adopt an ordinance to approve all debt
- Bond ordinance delegates responsibility to Finance Director to choose sale method best for City
- Bond ordinance sets parameters Finance Director must follow

Refunding \$2.95 Million LTGO Bonds

Summary:

1. Present value equivalent to \$250,000 net savings or 8.5% of outstanding amount
2. Original amount and purpose - \$5.7 million LTGO bonds (Wastewater Treatment Plant)
3. Outstanding amount - \$2.95 million LTGO bonds
4. Current interest rate – 4%
5. Estimated new true interest rate – 1.7%
6. Term of original bond – 20 years, Final payment 12/01/30
7. Term of new bond – same, Final payment 12/01/30

Next step

- Approve Bond Ordinance 2021-19
- Finance Director will execute refunding in late August or early September

Questions

Discussion

CITY OF BAINBRIDGE ISLAND, WASHINGTON

ORDINANCE NO. 2021-19

AN ORDINANCE of the City of Bainbridge Island, Washington, providing for the issuance of not to exceed \$3,200,000 aggregate principal amount of limited tax general obligation refunding bonds to provide funds to refund its outstanding Limited Tax General Obligation Improvement and Refunding Bonds, 2011 (Wastewater Treatment Plant) of the City; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed July 27, 2021

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF BAINBRIDGE ISLAND, WASHINGTON

ORDINANCE NO. 2021-19

AN ORDINANCE of the City of Bainbridge Island, Washington, providing for the issuance of not to exceed \$3,200,000 aggregate principal amount of limited tax general obligation refunding bonds to provide funds to refund its outstanding Limited Tax General Obligation Improvement and Refunding Bonds, 2011 (Wastewater Treatment Plant) of the City; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2011 Bonds*” means the Limited Tax General Obligation Improvement and Refunding Bonds, 2011 (Wastewater Treatment Plant) of the City, issued pursuant to Ordinance No. 2009-02, as amended by Ordinance No. 2009-07, Ordinance No. 2011-07 and Resolution No. 2011-17.

(b) “*Acquired Obligations*” means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America that may be purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(c) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series for those Series of Bonds sold through a negotiated or competitive sale, and in any denomination designated by the Designated Representative for those Bonds sold by private placement.

(d) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(e) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(f) “*Bond Counsel*” means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(g) “*Bond Fund*” means the Limited Tax General Obligation Refunding Bond Fund, 2021, of the City created for the payment of the principal of and interest on the Bonds.

(h) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Contract for purposes of this ordinance.

(i) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(j) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City for any Series of Bonds sold by negotiated or competitive sale, and means the City’s Finance Director or any successor bond registrar selected for any Series of Bonds sold by private placement.

(k) “*City*” means the City of Bainbridge Island, Washington, a municipal corporation duly organized and existing under the laws of the State.

(l) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(m) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(n) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(o) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(p) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

(q) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(r) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(s) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(t) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated December 10, 1998, as it may be amended from time to time,

and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(u) “*MSRB*” means the Municipal Securities Rulemaking Board.

(v) “*Maintenance and Operation Expense of the Sewer System*” means all reasonable expenses incurred by the City in causing the Sewer System to be operated and maintained in good repair, working order and condition, including without limitation: payments (other than payments out of proceeds of bonds issued on a parity of lien with the Bonds) into reasonable reserves in any revenue account of the Sewer System for items of operating or maintenance expense the payment of which is not immediately required; payments of premiums for insurance on the Sewer System; payments of any State-imposed taxes; payments made to any other municipal corporation for sewage collection, treatment and disposal services in the event the City enters into one or more contracts for such services; and payments with respect to any other expenses of the Sewer System that are properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to municipal corporations such as the City. The term does not include any depreciation or capital additions or capital replacements to the Sewer System or any taxes levied or imposed by the City or payments made in lieu of taxes to the City.

(w) “*Net Sewer System Revenue*” means Sewer System Revenues less Maintenance and Operation Expense of the Sewer System.

(x) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(y) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(z) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(aa) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(bb) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(cc) “*Refunded Bonds*” means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded with proceeds of a Series of the Bonds and included in a Refunding Plan.

(dd) “*Refunding Candidates*” means the outstanding 2011 Bonds maturing in the years 2021, 2022, 2023, 2026 and 2030, the refundings of which has been provided for by this ordinance.

(ee) “*Refunding Plan*” means:

(1) the placement of sufficient proceeds of a Series of the Bonds which, with other money of the City, if necessary, may acquire the Acquired Obligations to be deposited, with cash, if necessary, with the Refunding Trustee;

(2) the payment of the principal of and interest on the Refunded Bonds when due up to and including such date or dates as determined by the Designated Representative, and the call, payment, and redemption on such date or dates, of all of the then-outstanding Refunded Bonds at a price of par; and

(3) may include the payment of the costs of issuing a Series of the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(ff) “*Refunding Trust Agreement*” means a Refunding Trust Agreement between the City and the Refunding Trustee.

(gg) “*Refunding Trustee*” means the trustee or escrow agent selected by the Designated Representative to serve as refunding trustee, if necessary, to carry out the Refunding Plan.

(hh) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(ii) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(jj) “*SEC*” means the United States Securities and Exchange Commission.

(kk) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ll) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(mm) “*Sewer Fund*” means the special fund previously established for revenues and expenditures allocable to the Sewer System.

(nn) “*Sewer System*” means the City’s sewer utility.

(oo) “*Sewer System Obligation*” means any obligation, whether issued previously or in the future, that is payable solely from and secured by a pledge of the Sewer System Revenues, and which has a lien and charge that is prior and superior to any other lien and charge on Net Sewer System Revenues and Sewer ULID Assessments, if any. Sewer System Obligations are not general obligations of the City and do not include any portion of any obligation secured by a general obligation pledge.

(pp) “*Sewer System Revenues*” means the gross revenue of the Sewer System, including: all of the earnings and revenues received by the City from the maintenance and operation of the Sewer System; all earnings from the investment of money in a debt service fund established for the payment of any outstanding Sewer System Obligations; and all connection and capital improvement charges collected for the purpose of defraying the costs of capital facilities of the Sewer System. The following are excluded from Sewer System Revenues: Sewer ULID Assessments; government grants (including any direct subsidy payments received or to be received with respect to bonds issued as tax credit bonds); proceeds from the sale of Sewer System property; amounts collected in respect of city or state taxes imposed on the Sewer System; principal proceeds of bonds or other obligations and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Sewer System obligations (until commingled with other earnings and revenues of the Sewer System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code; and earnings of a separate utility system that may be created by the City (if any).

(qq) “*Sewer ULID Assessments*” means, for the purposes of this resolution, all assessments levied and collected in a ULID of the City created for the acquisition or construction of additions to and betterments and extensions of the Sewer System if (and only if) those assessments are pledged to be paid into a debt service fund established for the payment of Sewer System Obligations, not including any prepaid assessments paid into a construction fund or account. Sewer ULID Assessments shall include installments thereof and any interest or penalties thereon.

(rr) “*Subordinate Obligation*” means any borrowing, whether issued previously or in the future, that is payable from and has a lien and charge on the Net Sewer System Revenue and Sewer ULID Assessments (if any) that is subordinate to the lien and charge with respect to any Sewer System Obligations, but superior to any public works trust fund loans.

(ss) “*State*” means the State of Washington.

(tt) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 83-10 of the City.

(uu) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(vv) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 19 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of the Refunding Plan.*

(1) Pursuant to Ordinance No. 2009-02, as amended by Ordinance No. 2009-07, Ordinance No. 2011-07 and Resolution No. 2011-17 (collectively, the “2011 Ordinance”), the City issued its \$5,700,000 aggregate principal amount of Limited Tax General Obligation Improvement and Refunding Bonds, 2011 (Wastewater Treatment Plant) (the “2011 Bonds”), for the purpose of paying or reimbursing the cost of certain upgrades to the City’s wastewater treatment plant and related improvements, including repayment of interfund loans and of a bond anticipation note, and to currently refund outstanding bonds of the City, and by the 2011 Ordinance reserved the right to redeem the 2011 Bonds maturing on and after December 1, 2021, prior to their maturity on or after June 1, 2021, at price of par plus accrued interest to the date fixed for redemption (the “Refunding Candidates”). In addition to the taxes pledged, the 2011 Ordinance pledged the City’s Sewer System Revenues to the 2011 Bonds.

(2) There are presently \$2,950,000 principal amount of Refunding Candidates outstanding.

(3) After due consideration, it appears to the City Council that all or a portion of the Refunding Candidates may be refunded by a portion of the issuance and sale of the limited tax general obligation refunding bonds authorized herein so that a savings will be effected by the difference between the principal and interest cost over the life of the portion of the Bonds used for the Refunding Plan and the principal and interest cost over the life of the Refunded Bonds but for such refunding, which refunding will be effected by carrying out the Refunding Plan.

(b) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$3,200,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2021 is \$9,562,650,167.

(2) As of June 1, 2021, the City had limited tax general obligation indebtedness, consisting of bonds and loans outstanding in the principal amount of \$13,567,712, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

(3) As of June 1, 2021, the City had unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$1,740,000 for acquiring or developing open space, park facilities, and capital facilities associated with economic development. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City’s qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax

general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

(c) *The Bonds.* For the purpose of providing the funds necessary to carry out the Refunding Plan and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation refunding bonds evidencing indebtedness in one or more Series in the aggregate principal amount not to exceed \$3,200,000 to provide funds necessary to carry out the Refunding Plan and to pay the costs of issuance and sale of the Bonds.

Section 4. Description of the Bonds; Appointment of Designated Representative. The City Manager, Deputy City Manager and Finance Director are each appointed as a Designated Representative of the City and any is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar for any Series of Bonds sold by negotiated or competitive sale. The City's Finance Director will be appointed as the initial Bond Registrar for any Series of Bonds sold by private placement. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be

exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of

Authentication. This Bond is one of the fully registered City of Bainbridge Island, Washington, Limited Tax General Obligation Refunding Bond, 2021, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Bond Fund. The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption or prepayment at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust

account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Pledge of Sewer System Revenue; Flow of Funds. For as long as any of the Bonds are outstanding, the City further pledges to use available Net Sewer System Revenues after satisfaction of any covenant or pledge with respect to any Sewer System Obligation, to repay debt service on the Bonds. The Bonds shall constitute Subordinate Obligations and nothing herein shall prevent the City from issuing Sewer System Obligations with a lien prior and superior to or on a parity with the lien with regard to the Bonds. Sewer System Revenues shall be available to pay, in the following order: (a) Maintenance and Operation Expenses of the Sewer System; (b) the principal of and interest on all outstanding Sewer System Obligations, if any, for which payment has not otherwise been provided and all amounts that the City is obligated to set aside into a bond fund (including any debt service fund and any reserve fund) securing payment of such Sewer System Obligations, and all other payment obligations related thereto; (c) payment of the principal of and interest on (in the following order): (i) Subordinate Obligations, and (ii) all amounts that the City is obligated to set aside in the debt service fund and into a reserve fund (if any) established for payment of such bonds; and (d) for the payment of any and all other expenses of the Sewer System that the City is obligated to pay from Net Sewer System Revenues, including without limitation any public works trust fund loans.

Section 13. Tax Covenants; Designation of Bonds as “Qualified Tax Exempt Obligations.”

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City’s written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied

after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as “Qualified Tax-Exempt Obligations.”* A Series of the Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Series does not constitute “private activity bonds” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 14. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 15. Refunding of the Refunded Bonds.

(a) *Appointment of Refunding Trustee.* If necessary to refund the Refunded Bonds, the Designated Representative may select a Refunding Trustee in connection with the Bonds.

(b) *Use of Bond Proceeds; Acquisition of Acquired Obligations.* The proceeds of the sale of the Bonds to be used to carry out the Refunding Plan shall be deposited immediately upon the receipt thereof with the Refunding Trustee, if one is appointed, or with the Fiscal Agent, and used to discharge the obligations of the City relating to the Refunded Bonds under the 2011 Ordinance by providing for the payment of the amounts required to be paid by the Refunding Plan. If necessary, to the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations, if acquired, will be listed and more particularly described in an exhibit to be attached to the Refunding Trust Agreement between the City and the Refunding Trustee, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the Bonds shall be returned to the City at the time of delivery of the Bonds to the initial purchaser thereof and deposited in the Bond Fund to pay interest on the Bonds on the first interest payment date.

If payment of the costs of issuance of the Bonds is not included in the Refunding Plan, the Bond proceeds that are not deposited with the Refunding Trustee will be deposited with the City to be used to pay the costs of issuance of the Bonds.

(c) *Substitution of Acquired Obligations.* Prior to the purchase of any Acquired Obligations, if any are purchased, by the Refunding Trustee, the City reserves the right to substitute other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if, (a) in the opinion of the City's bond counsel, the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148, and 149(d) of the Code, and (b) such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations by the Refunding Trustee, if any are purchased, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such money or securities held by the Refunding Trustee shall be sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds or the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the issue dates of the Bonds and the Refunded Bonds, as applicable, and that the City obtain, at its expense: (1) a verification by a nationally recognized independent firm acceptable to the Refunding Trustee confirming that the payments of principal of and interest on the substitute securities, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan; and (2) an opinion from a nationally recognized bond counsel to the City, to the effect that the disposition and substitution or purchase of such securities, under the statutes, rules, and regulations then in force and applicable to the Bonds, will not cause the interest on the Bonds or the Refunded Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in

compliance with the statutes and regulations applicable to the Bonds. Any surplus money resulting from the sale, transfer, other disposition, or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

(d) *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or substitute obligations), if so directed by the Designated Representative, and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or substitute obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or substitute obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the 2011 Ordinance, this ordinance, chapter 39.53 RCW and other applicable statutes of the State of Washington and the Refunding Trust Agreement. All necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, verification fees, Bond Counsel's fees, and other related expenses, shall be paid out of the proceeds of the Bonds.

(e) *Authorization for Refunding Trust Agreement.* If necessary to carry out the Refunding Plan provided for by this ordinance, the Finance Director is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption, and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation, and expenses of such Refunding Trustee set forth therein are satisfactory to it. Prior to executing a Refunding Trust Agreement, the Designated Representative of the City is authorized to make such changes therein that do not change the substance and purpose thereof or that assure that the escrow provided therein and the Bonds are in compliance with the requirements of federal law governing the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 16. Call for Redemption of the Refunded Bonds. The City calls for redemption on such date or dates as determined by the Designated Representative, all of the Refunded Bonds at par plus accrued interest. Such call for redemption shall be irrevocable after the delivery of the Bonds to the initial Purchaser thereof.

The proper City officials are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required by the 2011 Ordinance in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 17. Findings with Respect to Refunding. The City Council authorizes the Designated Representative to issue the Bonds if it will achieve debt service savings to the City and is in the best interest of the City and its taxpayers and in the public interest. In making such finding and determination, the Designated Representative will give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds

and other money of the City used in the Refunding Plan, if any, pending payment and redemption of the Refunded Bonds.

The Designated Representative finds and determines that if the money and/or Acquired Obligations to be deposited with the Refunding Trustee or Fiscal Agent is sufficient to redeem the Refunded Bonds in accordance with Section 15 of this ordinance, it will discharge and satisfy the obligations of the City under the 2011 Ordinance with respect to the Refunded Bonds and the pledges, charges, trusts, covenants, and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under such ordinance immediately upon the deposit of such money with the Refunding Trustee or Fiscal Agent.

Section 18. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of each Series of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase that Series of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, that Series of the Bonds may be sold pursuant to negotiated sale or in

any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 19. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B.

Section 20. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 21. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the

transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 22. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 23. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council of the City of Bainbridge Island, Washington, at an open public meeting thereof, this 27th day of July, 2021, and signed in authentication of its passage this 27th day of July, 2021.

Rasham Nassar, Mayor

ATTEST:

Christine Brown, City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
DESCRIPTION OF THE BONDS

- | | | |
|-----|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | Principal Amount. | The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$3,200,000. |
| (b) | Date or Dates. | Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance. |
| (c) | Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. |
| (d) | Interest Rate(s). | Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for each Series of the Bonds may not exceed 2.50%. |
| (e) | Payment Dates. | Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments on dates acceptable to the Designated Representative. |
| (f) | Final Maturity. | Each Series shall mature no later than December 31, 2030. |
| (g) | Redemption Rights. | <p>The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:</p> <p>(1) <u>Optional Redemption.</u> Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on</p> |

the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price. The purchase price for each Series of the Bonds may not be less than 95% or more than 130% of the stated principal amount of that Series.

(i) Other Terms and Conditions. (1) A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.

(2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

(3) There is a minimum net present value savings of 5.00% of the Refunded Bonds.

**Form of
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**

**City of Bainbridge Island, Washington
Limited Tax General Obligation Refunding Bonds, 2021**

The City of Bainbridge Island, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 2021-19 of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security

holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

- (iii) Timely notice of a failure by the City to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; (4) property tax levy amounts and rates for that fiscal year; and (5) a statement of revenues for that fiscal year from any other revenue sources pledged to the Bonds, including the Sewer System Revenues;
- (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year ending December 31, 2021; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the City will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended

financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Bainbridge Island, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. 2021-19 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 27, 2021, as that ordinance appears on the minute book of the City.

2. That said meeting was duly convened and held in all respects in accordance with law (including Proclamation 20-28 made by the Governor of the State of Washington on March 24, 2020, as extended, and acts of the legislative leadership of the State of Washington) and to the extent required by law, due and proper notice of such meeting was given.

3. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is July ____, 2021.

4. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: July 27, 2021.

CITY OF BAINBRIDGE ISLAND,
WASHINGTON

Christine Brown, City Clerk

SOURCES AND USES OF FUNDS

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

Dated Date	07/01/2021
Delivery Date	07/01/2021

Sources:

Bond Proceeds:	
Par Amount	3,045,000.00
<hr/>	
	3,045,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.89
SLGS Purchases	2,966,388.00
	<hr/>
	2,966,388.89
Cost of Issuance:	
Other Cost of Issuance	75,000.00
Other Uses of Funds:	
Additional Proceeds	3,611.11
<hr/>	
	3,045,000.00

SUMMARY OF REFUNDING RESULTS

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

Dated Date	07/01/2021
Delivery Date	07/01/2021
Arbitrage yield	1.715106%
Escrow yield	0.000000%
Value of Negative Arbitrage	2,813.10
Bond Par Amount	3,045,000.00
True Interest Cost	1.715106%
Net Interest Cost	1.715000%
Average Coupon	1.715000%
Average Life	5.087
Par amount of refunded bonds	2,950,000.00
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	5.242
PV of prior debt to 07/01/2021 @ 1.715106%	3,292,047.65
Net PV Savings	250,658.76
Percentage savings of refunded bonds	8.496907%
Percentage savings of refunding bonds	8.231815%

SAVINGS

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Debt Service</i>	<i>Savings</i>	<i>Annual Savings</i>	<i>Present Value to 07/01/2021 @ 1.7151058%</i>
12/01/2021	304,000.00	291,759.06	12,240.94	12,240.94	12,154.15
06/01/2022	54,100.00	23,795.63	30,304.37		29,833.66
12/01/2022	309,100.00	308,795.63	304.37	30,608.74	297.09
06/01/2023	49,000.00	21,351.75	27,648.25		26,757.90
12/01/2023	314,000.00	311,351.75	2,648.25	30,296.50	2,541.18
06/01/2024	43,700.00	18,865.00	24,835.00		23,628.26
12/01/2024	318,700.00	313,865.00	4,835.00	29,670.00	4,560.95
06/01/2025	38,200.00	16,335.38	21,864.62		20,449.97
12/01/2025	328,200.00	321,335.38	6,864.62	28,729.24	6,365.88
06/01/2026	32,400.00	13,720.00	18,680.00		17,175.55
12/01/2026	332,400.00	323,720.00	8,680.00	27,360.00	7,913.07
06/01/2027	26,400.00	11,061.75	15,338.25		13,864.13
12/01/2027	336,400.00	326,061.75	10,338.25	25,676.50	9,265.22
06/01/2028	20,200.00	8,360.63	11,839.37		10,520.31
12/01/2028	345,200.00	328,360.63	16,839.37	28,678.74	14,836.02
06/01/2029	13,700.00	5,616.63	8,083.37		7,061.15
12/01/2029	348,700.00	330,616.63	18,083.37	26,166.74	15,662.25
06/01/2030	7,000.00	2,829.75	4,170.25		3,581.20
12/01/2030	357,000.00	332,829.75	24,170.25	28,340.50	20,579.70
	3,578,400.00	3,310,632.10	267,767.90	267,767.90	247,047.65

Savings Summary

PV of savings from cash flow	247,047.65
Plus: Refunding funds on hand	3,611.11
	250,658.76
Net PV Savings	250,658.76

BOND SUMMARY STATISTICS

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

Dated Date	07/01/2021
Delivery Date	07/01/2021
Last Maturity	12/01/2030
Arbitrage Yield	1.715106%
True Interest Cost (TIC)	1.715106%
Net Interest Cost (NIC)	1.715000%
All-In TIC	2.239027%
Average Coupon	1.715000%
Average Life (years)	5.087
Weighted Average Maturity (years)	5.087
Duration of Issue (years)	4.828
Par Amount	3,045,000.00
Bond Proceeds	3,045,000.00
Total Interest	265,632.10
Net Interest	265,632.10
Total Debt Service	3,310,632.10
Maximum Annual Debt Service	337,670.76
Average Annual Debt Service	351,571.55
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Serial Bond	3,045,000.00	100.000	1.715%	5.087
	3,045,000.00			5.087

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,045,000.00	3,045,000.00	3,045,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-75,000.00	
- Other Amounts			
Target Value	3,045,000.00	2,970,000.00	3,045,000.00
Target Date	07/01/2021	07/01/2021	07/01/2021
Yield	1.715106%	2.239027%	1.715106%

BOND PRICING

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Serial Bond:					
	12/01/2021	270,000	1.715%	1.715%	100.000
	12/01/2022	285,000	1.715%	1.715%	100.000
	12/01/2023	290,000	1.715%	1.715%	100.000
	12/01/2024	295,000	1.715%	1.715%	100.000
	12/01/2025	305,000	1.715%	1.715%	100.000
	12/01/2026	310,000	1.715%	1.715%	100.000
	12/01/2027	315,000	1.715%	1.715%	100.000
	12/01/2028	320,000	1.715%	1.715%	100.000
	12/01/2029	325,000	1.715%	1.715%	100.000
	12/01/2030	330,000	1.715%	1.715%	100.000
		3,045,000			

Dated Date	07/01/2021	
Delivery Date	07/01/2021	
First Coupon	12/01/2021	
Par Amount	3,045,000.00	
Original Issue Discount		
Production	3,045,000.00	100.000000%
Underwriter's Discount		
Purchase Price	3,045,000.00	100.000000%
Accrued Interest		
Net Proceeds	3,045,000.00	

BOND DEBT SERVICE

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

Dated Date 07/01/2021
Delivery Date 07/01/2021

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021	270,000	1.715%	21,759.06	291,759.06	291,759.06
06/01/2022			23,795.63	23,795.63	
12/01/2022	285,000	1.715%	23,795.63	308,795.63	332,591.26
06/01/2023			21,351.75	21,351.75	
12/01/2023	290,000	1.715%	21,351.75	311,351.75	332,703.50
06/01/2024			18,865.00	18,865.00	
12/01/2024	295,000	1.715%	18,865.00	313,865.00	332,730.00
06/01/2025			16,335.38	16,335.38	
12/01/2025	305,000	1.715%	16,335.38	321,335.38	337,670.76
06/01/2026			13,720.00	13,720.00	
12/01/2026	310,000	1.715%	13,720.00	323,720.00	337,440.00
06/01/2027			11,061.75	11,061.75	
12/01/2027	315,000	1.715%	11,061.75	326,061.75	337,123.50
06/01/2028			8,360.63	8,360.63	
12/01/2028	320,000	1.715%	8,360.63	328,360.63	336,721.26
06/01/2029			5,616.63	5,616.63	
12/01/2029	325,000	1.715%	5,616.63	330,616.63	336,233.26
06/01/2030			2,829.75	2,829.75	
12/01/2030	330,000	1.715%	2,829.75	332,829.75	335,659.50
	3,045,000		265,632.10	3,310,632.10	3,310,632.10

BOND DEBT SERVICE

**CITY OF BAINBRIDGE ISLAND, WA
Refund 2011 LTGO (Bank Placement)
AAA**

Dated Date 07/01/2021
Delivery Date 07/01/2021

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
12/01/2021	270,000	1.715%	21,759.06	291,759.06
12/01/2022	285,000	1.715%	47,591.26	332,591.26
12/01/2023	290,000	1.715%	42,703.50	332,703.50
12/01/2024	295,000	1.715%	37,730.00	332,730.00
12/01/2025	305,000	1.715%	32,670.76	337,670.76
12/01/2026	310,000	1.715%	27,440.00	337,440.00
12/01/2027	315,000	1.715%	22,123.50	337,123.50
12/01/2028	320,000	1.715%	16,721.26	336,721.26
12/01/2029	325,000	1.715%	11,233.26	336,233.26
12/01/2030	330,000	1.715%	5,659.50	335,659.50
	3,045,000		265,632.10	3,310,632.10

SUMMARY OF BONDS REFUNDED

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
LTGO Bonds, 2011, 2011, Serial Bond, SERIAL:					
	12/01/2021	4.000%	245,000.00	07/21/2021	100.000
	12/01/2022	4.000%	255,000.00	07/21/2021	100.000
	12/01/2023	4.000%	265,000.00	07/21/2021	100.000
			765,000.00		
LTGO Bonds, 2011, 2011, Term Bond, TERM:					
	12/01/2024	4.000%	275,000.00	07/21/2021	100.000
	12/01/2025	4.000%	290,000.00	07/21/2021	100.000
	12/01/2026	4.000%	300,000.00	07/21/2021	100.000
			865,000.00		
LTGO Bonds, 2011, 2011, Term Bond #2, TERM02:					
	12/01/2027	4.000%	310,000.00	07/21/2021	100.000
	12/01/2028	4.000%	325,000.00	07/21/2021	100.000
	12/01/2029	4.000%	335,000.00	07/21/2021	100.000
	12/01/2030	4.000%	350,000.00	07/21/2021	100.000
			1,320,000.00		
			2,950,000.00		

PRIOR BOND DEBT SERVICE
CITY OF BAINBRIDGE ISLAND, WA
Refund 2011 LTGO (Bank Placement)
AAA

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021	245,000	4.000%	59,000	304,000	304,000
06/01/2022			54,100	54,100	
12/01/2022	255,000	4.000%	54,100	309,100	363,200
06/01/2023			49,000	49,000	
12/01/2023	265,000	4.000%	49,000	314,000	363,000
06/01/2024			43,700	43,700	
12/01/2024	275,000	4.000%	43,700	318,700	362,400
06/01/2025			38,200	38,200	
12/01/2025	290,000	4.000%	38,200	328,200	366,400
06/01/2026			32,400	32,400	
12/01/2026	300,000	4.000%	32,400	332,400	364,800
06/01/2027			26,400	26,400	
12/01/2027	310,000	4.000%	26,400	336,400	362,800
06/01/2028			20,200	20,200	
12/01/2028	325,000	4.000%	20,200	345,200	365,400
06/01/2029			13,700	13,700	
12/01/2029	335,000	4.000%	13,700	348,700	362,400
06/01/2030			7,000	7,000	
12/01/2030	350,000	4.000%	7,000	357,000	364,000
	2,950,000		628,400	3,578,400	3,578,400

ESCROW REQUIREMENTS

**CITY OF BAINBRIDGE ISLAND, WA
Refund 2011 LTGO (Bank Placement)
AAA**

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Total</i>
07/21/2021	16,388.89	2,950,000.00	2,966,388.89
	16,388.89	2,950,000.00	2,966,388.89

ESCROW DESCRIPTIONS

**CITY OF BAINBRIDGE ISLAND, WA
Refund 2011 LTGO (Bank Placement)
AAA**

	<i>Type of Security</i>	<i>Type of SLGS</i>	<i>Maturity Date</i>	<i>First Int Pmt Date</i>	<i>Par Amount</i>	<i>Rate</i>
Jul 1, 2021:						
	SLGS	Certificate	07/21/2021	07/21/2021	2,966,388	
					2,966,388	

SLGS Summary

SLGS Rates File	17MAY21
Total Certificates of Indebtedness	2,966,388.00

ESCROW STATISTICS

CITY OF BAINBRIDGE ISLAND, WA Refund 2011 LTGO (Bank Placement) AAA

<i>Total Escrow Cost</i>	<i>Modified Duration (years)</i>	<i>Yield to Receipt Date</i>	<i>Yield to Disbursement Date</i>	<i>Perfect Escrow Cost</i>	<i>Value of Negative Arbitrage</i>	<i>Cost of Dead Time</i>
Global Proceeds Escrow: 2,966,388.89	0.056			2,963,575.79	2,813.10	
2,966,388.89				2,963,575.79	2,813.10	0.00

Delivery date 07/01/2021
Arbitrage yield 1.715106%

**City of Bainbridge Island, Washington
Limited Tax General Obligation Refunding Bonds, 2021
Schedule of Events (As of June 22, 2021)**

Financing Team			
Staff:	City Staff	BC:	Bond /Disclosure Counsel (Foster Garvey)
Council:	City Council	FA:	D.A. Davidson & Co.
UW:	Piper Sandler (Underwriter/Placement Agent)		

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Due Date	Event	Participants
June 24	Distribute preliminary financing Schedule of Events and Distribution List	FA
June 30	Draft Bond Delegation Ordinance available for City review	BC
July 7	Distribute information request to City for direct purchaser disclosure	UW
July 7	Bond delegation Ordinance to City for posting and Council Packets	BC, Staff
July 13	Council 1st reading of Delegation Bond Ordinance	BC, Council, Staff
July 20	City provides data requested	Staff
July 23	Distribute 1 st draft of disclosure updates	UW
July 27	Council authorizes Delegation Bond Ordinance @ Regular Meeting	All
July 30	Provide comments on 1 st draft disclosure updates	All
August 3	Distribute 2 nd draft of disclosure updates	UW
August 10	Provide comments on 2 nd draft disclosure updates	All
August 11	Piper provides feedback regarding private purchase vs. public sale	All
	If public offering-revise schedule	FA
August 12	Distribute disclosure updates to direct purchasers	UW
August 17	Provide any final comments on all documents	All
August 19	Distribute disclosure updates to direct purchasers	UW
August 31	Bids due	UW
August 31	Review market conditions; placement call @ TBD	Staff, FA, UW
September 1	Place Bonds; finalize numbers/savings	Staff, UW, BC, FA
September 15	Closing/delivery of Bond proceeds	Staff, UW, FA, BC



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (7:15 PM) Consider Process for Addressing Kitsap County-owned Tax Title Properties - Public Works,

SUMMARY: City staff are seeking direction from the Council on a process for addressing a Kitsap County-owned tax title parcel that is available for purchase by the City, and specific direction with regard to the purchase of a tax title property that is in the vicinity of Madison Avenue and NE Mary Sam Lane.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION: Provide direction with regard to (one) a policy for the purchase of Tax Title Properties in general and (two) direction concerning the purchase of a specific tax title property in the vicinity of Madison Avenue and NE Mary Sam Lane.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: The attached memo outlines the background on this issue.

ATTACHMENTS:

[Tax Title Properties PW Staff Memo.docx](#)

FISCAL DETAILS: If the City wishes to exercise its right of first refusal to purchase the property in dispute, the purchase price is \$23,352. The cost of future maintenance and repair is unknown.

Fund Name(s):

Coding:



Department of Public Works Memorandum

Date: July 6, 2021
To: City Council
Via: City Manager
From: Christopher Wierzbicki, Public Works Director
Subject: Kitsap County Tax Title Lands

Executive Summary

City staff are seeking direction from the City Council on the purchase of a Kitsap County-owned property on Bainbridge Island that serves as access to several adjacent residential properties. Such properties are generally referred to as “tax title strips” or “tax title lands.”

Background

When the City of Bainbridge Island incorporated in 1991, ownership of a majority of the public rights-of-way were transferred from Kitsap County to the City. However, there are some properties that served, or were intended to serve, a right-of-way purpose, but were owned in fee by the County, and therefore were not identified for transfer. Neither the City nor the County currently maintains an inventory of these properties.

As the subject properties are identified by the County over time – primarily through the process of adjacent owners requesting to purchase them – the County has established a policy of offering the City a first right of refusal for purchase. The County’s process allows the properties to remain in the public domain if they are deemed necessary to serve the public interest or be transferred to private owners if the City determines that no benefit to the public exists. The County has determined that in order for these properties to be transferred to the City, they must be purchased by the City in accordance with Chapter 36.35 RCW.

Over the last several years, the City has received several notices from the County regarding properties fitting the description above that the County wishes to transfer to public or private ownership. To date, the City Manager handled these notices administratively, as the properties offered for sale were not deemed as serving the public interest. However, on June 3, 2021, the City received a notice from the County that a strip of tax title property serving existing residences was available for purchase (heretofore known as “the property”) and the staff is seeking direction from the Council on whether the property serves the public interest and should be purchased.

City Staff Understanding of the Subject Property

- The property is located perpendicular to Madison Avenue NE, just north of Mary Sam Lane, and is a narrow strip, 30-feet wide and approximately 1,200 feet long, containing an access road that is approximately 9-feet wide (see Figure 1.)
- The property abuts 11 existing properties, 7 of which depend on the property as their sole access point. The remaining 4 properties have alternative access points.



Figure 1. The yellow highlighted area indicates the subject property recently offered to the City for purchase.

- The road located on the property does not currently meet the City's standards for a public road in terms of its width or surfacing. There is a culvert approximately in the middle of the road that is in poor but serviceable condition. There is at least one location where the road exists outside of the property limits.
- The road located on the property does not serve as a thru connection for any other public roads, and there are no current plans for trails or other connections along or connecting to the property.
- The County is offering the property to the City for the cost of \$23,352.00.
- If the City purchased the property, decisions would need to be made about the level of maintenance that would be provided for the road, and whether the road would need to be improved to meet current standards or minimum standards for emergency vehicle access.
- If the City decides not to purchase the property, there is one abutting property owner that has expressed an interest in purchasing the property from the County, under the condition that the land-locked abutting properties will be served by a new access easement over the property. The City also received a petition from the said abutting owners, expressing their interest in having the property converted to private ownership.

Additional Information

In addition to moving forward with a recommendation on this specific property, the City Manager is also recommending the following next steps:

- Work with the County to determine if it is possible to develop a list of all the County-owned properties on Bainbridge Island that could be subject to sale via the above-mentioned process, and develop a process for managing the transfer of the properties in a single transaction. To date, the County has informed the City that they do not have an inventory of these properties, however, it may be possible to gain further insight into the scale of the issue for consideration of next steps.
- Develop a policy with criteria for the City Council's future consideration that can be used to make future decisions on such property purchases. For example, this criteria could include the following:
 - Does the property serve the public transportation network including motorized and non-motorized transportation?
 - Does the property serve more than 4 existing or potential residences? (definition of public streets outlined in BIMC 18.36.030 and the City's Design and Construction Standards as serving four or more lots)
 - Does the property serve the public interest outside of transportation benefits through safety, utility, or other benefits?
 - Is there a petition or other interest from adjacent owners/residents regarding the status of the property?
 - Will the acquisition of the property serve as a net environmental benefit?
 - What is the impact to the City regarding future maintenance responsibilities?

City staff is looking forward to direction from the Council during discussion of the issue at their July 13, 2021 City Council business meeting.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:45 PM) Consider Proposal to Purchase "Reflections" Artwork for \$11,500 and Authorize the Associated Expenditure from the Public Art Subfund - Public Art Committee,

SUMMARY:

The "Reflection" artwork is one of three pieces of artwork installed as part of the City's 2020-2021 Something New Public Art Program. This artwork was installed in front of City Hall in 2020. The Public Art Committee (PAC) will present the City Council with their recommendation that the City purchase the artwork in 2021 and install it at a different location in 2022.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to authorize the City Manager to negotiate and execute an agreement for the purchase of the artwork "Reflections" and to authorize expenditure of \$11,500 from the Public Art Subfund.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$11,500
Ongoing Cost:	
One-Time Cost:	\$11,500
Included in Current Budget?	Yes

BACKGROUND:

The "Reflection" artwork is one of three pieces of artwork installed as part of the City's current Something New Public Art Program rotation. This artwork was installed in the City Hall location in 2020.

Something New is an annual rotation program of public art, which brings a collection of sculptures to downtown Bainbridge Island and displays them in public spaces. In 2021, there are three sites.

The Public Art Committee recommendation presentation includes a proposed \$1,725.00 project management cost to be paid by the City to Arts & Humanities Bainbridge ("AHB"). Currently, the City is coordinating a new

AHB project management contract, which is anticipated to cover project management for new project between 2021 and 2025.

In the alternative, Bainbridge Island Municipal Code Chapter 3.80.E., "Maintenance," provides guidance on maintenance responsibilities related to public art owned by the City. It states, in relevant part, "All artwork in the city collection is designated as either freestanding or as an artist made building part (AMBP). These AMBPs become part of the facility in which they are installed."

Subsections 1-4 direct,

1. To the extent possible, routine maintenance of all artwork, both freestanding and AMBP, will be completed by city staff without cost to the public art account.
2. When required, specialized services to maintain, restore, renovate, illuminate, or relocate AMBP shall be supported with general city funds.
3. When required, specialized services to maintain, restore, renovate, illuminate, or relocate freestanding artwork shall be supported with the public art account.
4. Periodically, the city may engage specialized services to review and assess the condition and maintenance plan for the public art collection. The cost for this periodic assessment shall be supported by the public art account.

Additionally, Section 3.80.030, "Private Sources of Public Artwork", directs, in relevant part, "If private ownership in the artwork is retained, the private owner shall be responsible for any insurance for, and the maintenance, repair, and replacement of, the artwork." Notably, this section relates to donations, but provides some guidance on potential maintenance responsibilities should the seller of this artwork retain some ownership interest pursuant to any purchase agreement authorized by the City Council.

ATTACHMENTS:

[Reflection Purchase Proposal Revised for CC 07132021](#)

[Public Art Subfund Update as of June 30, 2021 \(preliminary\)](#)

FISCAL DETAILS:

The current estimated fund balance at year-end 2020 for the Public Art Subfund is \$242,324. PAC recommends purchase of this piece of artwork for \$11,500 to add to the City's Public Art collection. There are sufficient funds and budget in the Public Art Subfund to support this purchase.

Fund Name(s): Other

Coding:



Public Art Committee Recommends Buying “Reflection”

Arts & Humanities Bainbridge

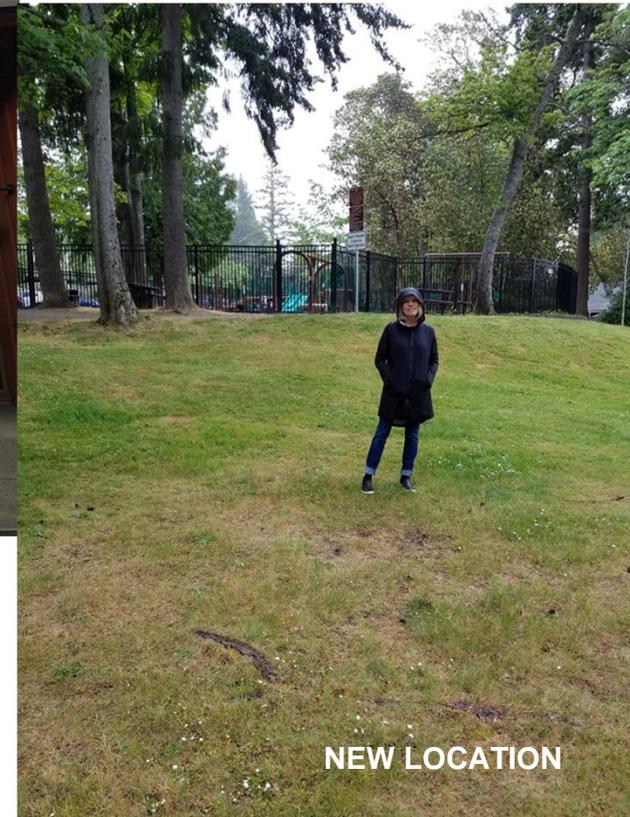
“Reflection”
Abe Singer
Steel
93” X 53.5” X 30”

"Reflection"

Artist: Abe Singer

Sales Price: \$11,500.00
Less Com/Adj: (\$ 2,875.00)
Net Price to COBI: \$ 8,625.00
AHB Project Mgmt \$ 1,725.00
Total: \$ 10,350.00

Reflection is to be stored until its permanent Waterfront Playground location is prepared in 2022.



"Reflection"

Artist: Abe Singer

- Represents a constant change of life
- Metamorphosis of pre to post Covid period: 2020-2021
- Represents both the whimsical and profound
- Consistent with COBI's goals for engaging Public Art
- Emphasizes the artist's creative use of found materials



Public Art Sub Fund

Funded by the Public Art Sub-Fund	
Current Fund Balance: (at March 25, 2021)	\$ 262,198.00
Less Purchase Costs:	\$ 10,350.00
Less Pedestal	\$ 2,000.00
Fund Balance est.	\$ 249,848.00

PAC Recommendation

The Public Art Committee recommended action:

The City of Bainbridge buys the Something New III sculpture "Reflection," in the amount of \$11,500; and it is added to the City's permanent Public Art Collection; and the piece is stored at a COBI facility until such time that the Public Works department can provide for a pedestal at the Waterfront Park Playground area.



Public Art Subfund Update

As of June 30, 2021

	City Funding	Expense	Balance
Beginning 2021 Balance (Preliminary)			\$ 242,324
Revenue:			
Public Art Admin (Transfer from General Fund for AHB)	\$ 12,000		
2021 General Fund Support	\$ 50,000		
Other miscellaneous revenues*	\$ 4,875		
Total Revenues	\$ 66,875		
Expenses:			
Conservation (estimate until year-end)		\$ 10,000	
Public Art Admin (AHB Support)		\$ 12,000	
Something New (5 sites)		\$ 24,125	
Artwork Purchase (Reflection) proposed		\$ 11,500	
Total Expenses		\$ 57,625	
Ending 2021 Balance (Estimated)			\$ 251,574
* Misc. revenues include interest estimate and commission for proposed purchase			



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:55 PM) Consider Confirmation of Recommended Appointments to the Environmental Technical Advisory Committee - Council,

SUMMARY: A call for participation was issued for volunteers to serve on the Environmental Technical Advisory Committee (ETAC). The selection panel consisted of Councilmember/Liaison Carr, Councilmember Fantroy-Johnson, and ETAC member Rovalo. The selection panel recommends forwarding to the July 27, 2021 Consent Agenda confirmation of the appointments as shown in the suggested motions.

Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes).

AGENDA CATEGORY: Appointment

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to forward for approval with the July 27, 2021 Consent Agenda confirmation of the recommended reappointment to the Environmental Technical Advisory Committee of Charlie Kratzer to Position 3 through June 2024.

I move to forward for approval with the July 27, 2021 Consent Agenda confirmation of the recommended appointment to the Environmental Technical Advisory Committee of Malcolm Gander to Position 4 through June 2024.

I move to forward for approval with the July 27, 2021 Consent Agenda confirmation of the recommended reappointment to the Environmental Technical Advisory Committee of Dylan Frazer to Position 7 through June 2023.

I move to forward for approval with the July 27, 2021 Consent Agenda confirmation of the recommended appointment to the Environmental Technical Advisory Committee of Brian Harmon to Position 9 through June 2024.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Frazer - ETAC \(Redacted\).pdf](#)

[Gander - ETAC \(Redacted\).pdf](#)

[Harmon - ETAC \(Redacted\).pdf](#)

[Kossik - ETAC \(Redacted\).pdf](#)

[Kratzer - ETAC \(Redacted\).pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

From: noreply@civicplus.com
Sent: Monday, May 3, 2021 9:49 AM
To: CityAdmin
Subject: Online Form Submittal: Environmental Technical 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.

Environmental Technical Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

Step 1

Environmental Technical Advisory Committee Volunteer Application

Members should have expertise in wildlife management, fisheries management, geology, wetlands management, hydrology, forestry and aquatic or terrestrial ecology. The committee provides technical recommendations on habitat management plans and environmental management standards for the Shoreline Master Program and critical areas.

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 Dylan Frazer

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip	98110
Current Employer	Landau Associates
Current Position	Associate

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). ETAC

Please share your qualifications for this appointment (skills, activities, training, education) if any? 11 years environmental remediation consulting experience. 2 years geotechnical engineering consulting experience. BA in Geology and State of Washington Licensed Geologist.

Please share your community interests (groups, committees, organizations) if any: Current ETAC member, BI Little League assistant coach.

Do you have potential conflicts of interest? If so, please explain: no.

Feel free to attach a cover letter, resume, or other materials, if you wish (optional): *Field not completed.*

Type the Year 2021

From: noreply@civicplus.com
Sent: Wednesday, April 21, 2021 3:46 PM
To: CityAdmin
Subject: Online Form Submittal: Environmental Technical 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.

Environmental Technical Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

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Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.

Applicant Information

Name Malcolm Gander

Email

Daytime Phone

Address

City Bainbridge Island

State WA

Zip	98110
Current Employer	US Navy/Dept. of Defense
Current Position	Remedial Project Manager

Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any? I am a practicing hydrogeologist in charge of the environmental cleanup of the Naval Base Kitsap-Bangor (Silverdale, WA) Superfund Site. I am a Washington Registered Geologist and Registered Hydrogeologist, and a California Registered Geologist. I have managed multi-million dollar projects involving aquifer restoration and human health and ecological risk assessments, and community involvement.

Please share your community interests (groups, committees, organizations) if any: Interested in aquifer protection on Bainbridge Island; public education and explaining water supply fundamentals to a broad non-technical audience.

Do you have potential conflicts of interest? If so, please explain: No. I am a civilian employee of the US Government and this activity is allowed.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year 2021

Malcolm Gander, Ph.D., L.G., L.Hg.
Environmental Manager & Earth Scientist

Recent Experience

Remedial Project Manager, Department of Navy, Naval Base Kitsap – Bangor, Silverdale, WA

2016 – Present: Environmental Manager in charge of the cleanup, per various Records of Decision with U.S. Environmental Protection Agency (EPA) Region 10, of all Operable Units of this Superfund site. Works closely with the EPA and the Washington Department of Ecology site managers in guiding the implementation of soil and groundwater remediation systems that address fuels, solvents, metals, per- and polyfluoroalkyl substances (PFAS), and ordnance compound contamination. Manages multi-million dollar contracts with various subcontracted engineering firms, and develops and administers overall Superfund site budgets and strategies on behalf of the Navy.

Summary of Technical Experience

Environmental Site Assessments.

Over the past thirty years, conducted many real estate due diligence assessments, regulatory compliance audits, and subsurface investigations at computer manufacturers, aerospace contractors, and heavy and light industrial facilities.

Assessed environmental liabilities associated with the merger and acquisition of industrial facilities and natural resource companies on behalf of equity investment firms or international corporations; individual transaction values range from \$50M to \$1B.

Managed and served as the technical lead on large federal (CERCLA - Comprehensive Environmental Response Compensation & Liability Act) and various state contamination investigations and remedial investigation/feasibility studies (RI/FS) projects on behalf of the Department of Navy and Department of Energy (DOE) in Washington, Nevada and Alaska; U.S. EPA Region 10 in Idaho; the Port of Seattle; and many private clients at sites throughout the U.S.

Acted as field supervisor of large remediation projects and is current with HAZWOPER 40-hour health & safety training. Gained valuable supervisory experience, including an overriding attention to safety and loss control, during the management of large multi-year projects in remote locations.

Staff & Project Management, Environmental Document Preparation.

Management experience includes mentoring staff and delivering formal training modules on topics including environmental regulations and multi-media sampling protocols.

Thirty years of professional experience as a scientist, technical writer, permit writer, reviewer and administrator, office manager with profit and loss responsibility, line manager, and project manager, with a focus in environmental and hazardous waste services. Experienced in writing and reviewing the following documents: hydrogeologic assessments, sampling & analysis plans with field sampling plans, cleanup action plans, remedial investigation/feasibility studies (RI/FS), proposed plans, records of decision (ROD), five-year review reports, environmental impact studies (EIS).

Environmental Policy.

Develops environmental strategies, guides policy, and ensures compliance with legal and regulatory environmental requirements on behalf of Fortune 500 companies (e.g., Amazon Web Services, Yellow Freight, Hertz, Union Pacific Railroad, Arkema Chemical); Defense (U.S. Navy); and public entities (Department of Energy, Port of Seattle, Federal Emergency Management Agency [FEMA]), among others.

Assists attorneys on legal issues associated with contaminated sites, and the long-term compliance issues associated with the management of sites following remediation. Provided expert witness testimony on behalf of both defendant and plaintiff before hearing examiners and judges; assisted in cost allocation projects; and negotiates with regulatory agencies on behalf of private and public sector clients. Negotiations have been conducted with the Washington Department of Ecology, Alaska Department of Environmental Conservation, California Regional Water Quality Control Board, Bay Area Air Quality Management District, Idaho Department of Environmental Quality, Nevada Department of Environmental Protection, Virginia Department of Environmental Quality, and the U.S. Environmental Protection Agency (EPA) – Region 10.

Volunteer Activities.

In the field of groundwater supply and management, in Summer 2009 served as co-author on a petition to the U.S. EPA Region 10 for the Sole Source Aquifer (SSA) Designation for Bainbridge Island, Washington. This volunteer work included a detailed compilation of historic and current island-wide water supply and water quality conditions. The SSA designation is assigned to those areas where groundwater supplies at least 50 percent of the total drinking water. The EPA codified the document in the Federal Register in March 2013.

International Water Resources Association (IWRA) Water Quality Task Force Panelist, 2018.

IWRA Chairman, Water Pollution Working Group, Climate Change Task Force, 2020-Present.

Credentials

Washington Registered Professional Geologist and Hydrogeologist #2032, 2002.

California Registered Geologist #4655, 1989

Education

Ph.D., Environmental & Natural Resource Sciences, Washington State University, May 2013;
Dissertation: *International Water Law and Supporting Water Management Principles in the Development of a Model Transboundary Agreement Between Riparians in International River Basins.*

M.S., Geology, Colorado State University, 1982

B.A., Geology and Journalism, Double Major, George Washington University, 1979

Amazon Web Services, Environmental Manager, Global Environmental Affairs

2011-2015: Served as the first Environmental Manager for Amazon Web Services (AWS). Effectively managed all global environmental regulatory compliance activities concerning data center siting, operations, and expansions between Fall 2011 and Spring 2015. Worked as a sole practitioner for two years, then hired three additional staff. Developed strong working relationships with various USA state regulatory agencies and EPA Ireland. Through successful negotiations concerning a misapplication of Virginia air quality regulations, saved AWS > \$1M. Developed an aggressive and expanding revenue-generating program for the recycling of hard drives in the USA and European Union.

Other duties:

Management of environmental regulatory compliance for various regions on behalf of the Data Center Engineering group in Amazon's corporate headquarters in Seattle. Management of air permitting of emergency diesel generators, and a variety of facility environmental/hazardous waste permits.

Utilization of detailed knowledge of environmental regulations in North & South America, European Union countries, and Asia. Coordination with senior management, engineering design and construction, real estate, and legal department in corporate offices and facility managers concerning hazardous waste management and staff training, spill prevention and related environmental compliance.

Corporate representative in meetings with state, federal and overseas regulatory agencies. Management of stable of consultants capable of providing global environmental services; reviews and revises master services agreements in cooperation with corporate legal staff and outside counsel. Negotiation of contractual terms and conditions and compensation with large vendors. Development of processes and procedures to more efficiently manage the storage, accessibility and manipulation of regulatory permits and documents by management and facility personnel.

Subject Matter Expert regarding: a) water management issues; b) environmental and geotechnical assessment and clearance of sites prior to acquisition and development; and c) hard drive recycling.

CH2M Hill, Environmental Project Manager, July 2009 to September 2011.

Technical lead for completion of CERCLA compliance/closure documents for the 200-UW-1 Operable Unit at the Hanford Nuclear Reservation. Managed budgets in excess of \$7 million dollars on behalf of the Department of Energy; directed teams of professionals conducting field studies and soil/groundwater two-dimensional numerical modeling. Provided presentations to and negotiated with the Washington Department of Ecology and U.S. EPA.

ENVIRON International Corporation, Senior Manager, 2007 – June 2009

Served as the Principal Hydrogeologist for the Pacific Northwest operations.

Nevada Copper Corporation, Exploration Geologist, August 2006 – February 2007

Interpreted voluminous historic geologic and hydrogeologic data and generated drill targets designed to expand reserves in planned open-pit and underground orebodies at the Pumpkin Hollow Cu-Fe-Au skarn, Yerington, Nevada. Evaluated existing water supply information and active and abandoned water wells. Evaluated the distribution of Au, Ag, Cu, Fe, and Mo throughout the skarn system and managed a historic core resampling effort that addressed the previously-undefined extent of Au mineralization in each orebody. Supervised core and reverse circulation drilling subcontractors, and conducted geologic, hydrogeologic and geotechnical logging.

Environmental Project Manager, Various Environmental Engineering Firms, 1987-2006

Exploration Geologist, Various Firms Western United States: 1982-1987.

From: noreply@civicplus.com
Sent: Thursday, May 13, 2021 4:14 PM
To: CityAdmin
Subject: Online Form Submittal: Environmental Technical Advisory Committee Volunteer Application (Due: 5/14 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.

Environmental Technical Advisory Committee Volunteer Application (Due: 5/14 at 4pm)

Step 1

Environmental Technical Advisory Committee Volunteer Application

Members should have expertise in wildlife management, fisheries management, geology, wetlands management, hydrology, forestry and aquatic or terrestrial ecology. The committee provides technical recommendations on habitat management plans and environmental management standards for the Shoreline Master Program and critical areas.

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Application Deadline – Friday, May 14, 2021 at 4 pm. Applicants must be available in May for interviews.

Applicant Information

Name Brian Harmon

Email

Daytime Phone

Address

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 worked as a fishery biologist in PNW headwater stream systems for several entities including West Fork Environmental, NOAA Fisheries, and the University of Washington. I hold a M.S. in Natural Resource Sciences and a B.S. in Aquatic and Fisheries Sciences. My experience includes conducting riparian habitat surveys, conducting fish presence/absence surveys in small headwater streams, collection and identification of aquatic invertebrates, and collecting biological samples from stream systems.

Please share your community interests (groups, committees, organizations) if any: None. New to Bainbridge Island and looking to contribute my expertise.

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

How did you hear about the volunteer opportunity? City website

Other *Field not completed.*

Brian S. Harmon

Skills

- Small stream ecology
- Statistical modeling
- Data analysis
- Project management
- GIS
- Program R
- Advanced Excel user

Education

University of Nebraska | M.S. Natural Resource Sciences | 2017

University of Washington | B.S. with Honors Aquatic and Fishery Sciences | 2012

- Focus: Aquatic Ecology
- Minor: Quantitative Science

Professional Experience

Verdis Group | *Associate* | 2018 – present

- Analyze GHG sources and sinks including:
 - Provided expertise throughout City of Salem OR's ongoing Climate Action Plan including performing a consumption-based inventory, forecasting GHG emissions and the impact of 10 target source reductions, and refining and prioritizing strategies
 - Analyzed carbon sinks for City of Lincoln's net 80% emissions reduction goal
 - Produced inventory covering 3 years of Scope 1, 2, and select 3 emissions for First National Bank
 - Identified and fixed errors in Seattle Aquarium's greenhouse gas inventory, leading to net-positive carbon outcome
 - Produced inventory of per-pound product emissions for Crowd Cow, a meat subscription service
 - Created internal data dashboard to calculate travel-related greenhouse gas emissions built on program R
- As Project Manager, successfully own process and outcomes for a variety of clients, highlights include:
 - First National Bank of Omaha adopting recommendations for CSR environmental initiatives
 - Developing a strategic partnership with Arbor Day Foundation to streamline carbon accounting and offsetting process
 - Relaunching a sustainability master planning process with Seattle Aquarium to adapt to circumstances due to COVID19
 - Produced detailed waste stream data and recommendations for First National Bank of Omaha, University of Nebraska Medical Center, and Omaha's Henry Doorly Zoo and Aquarium.
- Provide technical assistance to enhance team functionality and profitability including:

- Provide assistance in statistics and data management to other project teams
- Launched company's first Git repository
- Launched internal website for Shiny tools hosted on Digital Ocean server

Nebraska Department of Natural Resources | *Water Planner* | 2017 – 2018

- Developed methods for the retention of 28 years of Excel, Python, and R scripts
- Collaborated with 42 stakeholders and 5 agencies to create a [25-year water conservation plan](#)
- Improved and managed documentation and expenditure of over \$65,000,000 of funding

Cascadia Consulting Group | *Project Analyst* | 2017

- Produced detailed IPCC-compliant greenhouse gas analyses for [King County](#) and the [Puget Sound Clean Air Agency](#), covering 4 million people.
- Reconstructed online reporting system for Tucson Water used by more than 100 organizations
- Processed and cleaned large and messy datasets with program R

University of Nebraska | *Research Assistant* | 2014 – 2017

- Analyzed stated and realized spatial preferences of over 5,000 people using program R including
 - Experimental design
 - Ensemble modeling, time-series analysis, and machine learning
 - Repeated use of SQL to query data from large databases
- Use of ArcGIS, QGIS, program R, Shiny, and markdown
- Presented at 10 conferences and produced [3 publications](#) with responsibilities including
 - Produced a novel method for population estimation
 - Implemented experimental design including power analysis
 - Represented data for technical and non-technical audiences

NOAA Fisheries Northwest Fisheries Science Center | *Fishery Biologist* | 2014

Intern | 2010 – 2013

- Trained and mentored staff of 3 interns to conduct 1-2 week sampling expeditions
- Managed data QA/QC and processing of a collection of over 10,000 biological samples
- Processed stable isotope and chlorophyll samples in a laboratory

West Fork Environmental | *Crew Lead* | 2013

- Conducted presence/absence fish surveys of headwater streams on private timberland in Washington State

From: noreply@civicplus.com
Sent: Thursday, March 25, 2021 2:16 PM
To: CityAdmin
Subject: Online Form Submittal: Environmental Technical 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.

Environmental Technical Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

Step 1

Environmental Technical Advisory Committee Volunteer Application

Members should have expertise in wildlife management, fisheries management, geology, wetlands management, hydrology, forestry and aquatic or terrestrial ecology. The committee provides technical recommendations on habitat management plans and environmental management standards for the Shoreline Master Program and critical areas.

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 Richard Kossik

Email

Daytime Phone

Address

City Bainbridge Island

State Washington

Zip	98110-2073
Current Employer	GoldSim Technology Group
Current Position	President

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 have a BS in Atmospheric and Oceanic Science from the University of Michigan and an MS in Civil Engineering (specializing in Water Resources and Hydrodynamics) from MIT. I have 35 years of experience as an environmental consultant. I have specialized in the development and application of numerical modeling techniques for surface water and groundwater flow and transport problems (such as the remediation of hazardous waste sites and the evaluation and protection of water supply aquifers). For the last 17 years, I have led a small software company. Our software is used worldwide to carry out risk analysis for environmental engineering and water resource applications. In addition to my technical background, I served on the Board of Directors of a large environmental consulting firm for three years. LinkedIn profile: <https://www.linkedin.com/in/rick-kossik/>

Please share your community interests (groups, committees, organizations) if any:

Moved to the island just two years ago (lived on eastside for 30 years). Interested in getting more involved in the community. I am an avid kayaker and hiker.

Do you have potential conflicts of interest? If so, please explain: No.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

Type the Year 2021

Rick Kossik

Summary

I am the President and co-founder of the GoldSim Technology Group. I have a wide variety of experience in the fields of probabilistic risk analysis and environmental simulation. I've spent most of my career developing and applying probabilistic simulation techniques to complex environmental systems. I am a co-developer of GoldSim, a powerful dynamic, probabilistic simulation program that is being used by public and private organizations throughout the world to support decision-making and risk analysis, primarily for complex environmental systems.

I have applied GoldSim to evaluate complex engineering and business applications worldwide, including the evaluation and design of options to support the closure and remediation of hazardous waste disposal facilities, evaluation of water resources management alternatives, and long-term strategic planning for complex projects. I've delivered over a hundred workshops and seminars describing simulation techniques and the use of the GoldSim software tool in North America, Europe, Australia and Asia.

Prior to co-founding GoldSim Technology Group in 2004, I was a Principal with Golder Associates, a large international engineering consulting firm. In addition to serving as a senior staff member, I served on the Board of Directors of Golder's US company for 3 years.

Experience

President

GoldSim Technology Group LLC

Feb 2004 - Present (17 years 2 months +)

My company produces GoldSim, a Monte Carlo simulation software solution for dynamically modeling complex systems in engineering, science and business. Although primarily used for environmental engineering and water resource applications, the software is also used in a wide variety of other arenas, ranging from aerospace mission risk analysis to strategic planning.

Principal

Golder

Nov 1987 - Jan 2004 (16 years 3 months)

As a senior engineer, most of my effort was associated with developing and applying probabilistic performance assessment and risk analysis techniques to the evaluation of existing hazardous waste sites and proposed radioactive waste disposal facilities worldwide. I was involved in carrying out performance assessments of both the Yucca Mountain and WIPP facilities in the U.S. for the US Department of Energy, as well as facilities in Canada, the United Kingdom, Spain, Japan, Germany and Hungary.

Earlier in my career I also acted as field manager for several site investigations, installed and sampled groundwater monitoring wells, carried out chemical analysis of soils and groundwater, designed and analyzed pump tests for determining aquifer properties, and designed and analyzed in-situ permeability tests of fractured rock.

In addition to serving as a senior staff member, I served on the Board of Directors of Golder's US company for 3 years.



Water Resources Engineer

CDM Smith

Jun 1986 - Oct 1987 (1 year 5 months)

At CDM, I specialized in the development and application of numerical modeling techniques to surface water and groundwater flow and transport problems. This included applying three-dimensional groundwater models to problems involving the remediation of hazardous waste sites and the protection of water supply aquifers, and applying hydrodynamic circulation and transport models (which I helped develop at MIT) to site an ocean sewage outfall in Boston Harbor.

Education



Massachusetts Institute of Technology

MS, Civil Engineering

1984 - 1986

Worked in the Parsons Laboratory for Water Resources and Hydrodynamics under Phil Gschwend and Eric Adams. Thesis: Tracing and Modeling Pollutant Transport in Boston Harbor



University of Michigan

BS, Atmospheric and Oceanic Science

1980 - 1984

Skills

Risk Analysis • Water Resources • Water Quality • Numerical Simulation

From: noreply@civicplus.com
Sent: Friday, April 9, 2021 8:49 PM
To: CityAdmin
Subject: Online Form Submittal: Environmental Technical Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

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Environmental Technical Advisory Committee Volunteer Application (Due: 4/21 at 4pm)

Step 1

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Application Deadline – Wednesday, April 21, 2021 at 4 pm. Applicants must be available in May for interviews.

Applicant Information

Name Charlie Kratzer

Email

Daytime Phone

Address

City Bainbridge Island

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). ETAC

Please share your qualifications for this appointment (skills, activities, training, education) if any? I have been on ETAC for 6 years. I worked as a hydrologist and water quality specialist for over 30 years (see resume). I also have a broad educational background in many areas of the environmental sciences.

Please share your community interests (groups, committees, organizations) if any: My main interest is in ETAC. I am also interested in the Bainbridge Island Land Trust, Eagle Harbor Congregational Church, Weed Warriors, and other civic and environmental organizations on the local, statewide, national, and international scale.

Do you have potential conflicts of interest? If so, please explain: Not that I know of.

Feel free to attach a cover letter, resume, or other materials, if you wish (optional):

Type the Year 2021

CHARLES R. KRATZER

EDUCATION

University of California, Los Angeles
Environmental Science and Engineering Program
Doctor of Environmental Science and Engineering

University of Florida
Environmental Engineering Sciences Dept.
Master of Engineering

University of California, Davis
Civil Engineering Dept.
Bachelor of Science

EXPERIENCE

MEMBER AND CHAIR, ENVIRONMENTAL TECHNICAL ADVISORY COMMITTEE

City of Bainbridge Island
July 1, 2015 – June 30, 2018; July 1, 2018 -- Present

The committee is appointed by the City Council to advise the City Council, City Manager, and City staff on environmental management issues. As Chair, analyzed and synthesized groundwater reports and models, climate change scenarios, and water budget analyses. Prepared 32-page report to City Council recommending development of a groundwater management plan for Bainbridge Island. Presented the plan and proposed budget to the Council in November 2018, and at the annual Association of Bainbridge Communities Environmental Conference in March 2019. Presented an overview of Bainbridge Island groundwater to the Bainbridge Island Women's Club in January 2020, and to the Bainbridge Island Senior center in October 2020.

PROPOSAL REVIEWER

Water Quality, Supply and Infrastructure Improvement Act (CA Proposition 1, Nov. 2014)
Delta Water Quality and Ecosystem Restoration Grant Program
September, 2015 – November, 2015
(Allen Barnes, UC Davis, 530-754-8408)

Reviewed proposals on water quality and ecosystem restoration for the California Department of Fish and Wildlife. The reviewed proposals totalled about \$5 million in requested funding.

CHAIR, PANEL REVIEW

Ecosystem Restoration Program Independent Review Panel
San Joaquin River Stockton Ship Channel Dissolved Oxygen TMDL – WARMF and Link-Node Models
September, 2013 – March, 2014
(Allen Barnes, UC Davis, 530-754-8408)

Led a panel to evaluate the proposed use of two models by the state regulatory agency to manage a TMDL control program. The issue deals with the effects of the hyper-eutrophic San Joaquin River on the dissolved oxygen levels in the downstream estuary. After reviewing many documents and a two-day meeting with the project team, wrote and assembled a final report from the panel to the state.

SENIOR ENGINEER, WATER RESOURCES

Department of Water Resources
Division of Integrated Regional Water Management
Sacramento, CA 10/09 to 8/12
(Supervisor: Mike Floyd, 916-651-9208)

Designed monitoring requirements and protocols for statewide groundwater level reporting program. Led committee on protocols and chaired group that developed guidance document for prospective monitoring entities (see document at: <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/CASGEM/Files/CASGEM-DWR-GW-Guidelines-Final-121510.pdf>). Work team lead for regional forums (12 regions statewide) to elicit regional input to the California Water Plan (CWP), a document produced every 5 years to guide management of California's water resources. Chairperson for statewide conference (270 attendees) on integrated regional water management. Member of CWP work teams on climate change, tribal involvement, and groundwater.

SUPERVISORY HYDROLOGIST

U.S. Geological Survey
Sacramento, CA 10/00 to 10/09
(Supervisor: Neil Dubrovsky, 916-278-3078)

Study unit chief for the San Joaquin-Tulare Basins study unit of the National Water Quality Assessment (NAWQA) program. Responsible for all aspects of this \$1- to 2-million per year program. Supervised staff of 6 to 10 hydrologists, biologists, field personnel, and a GIS/database manager. Worked closely with the GIS staff person to design the NAWQA website, using ArcGIS and Adobe Illustrator. Principal investigator and contract manager for two multi-year, million-dollar spinoff projects: (1) evaluation of pesticide sources (atmospheric and land-based), occurrence, transport, and fate and bioassessments of selected waterbodies in the San Joaquin Valley; and (2) evaluation of groundwater nitrate inputs to the lower San Joaquin River and the sources of the nitrate. Both projects were conducted to provide technical support to the state regulatory agency for the development of TMDLs. Supervised two graduate students in the Geology Department at California State University, Sacramento and served on their graduate committees.

Served on a technical committee to work with the San Francisco Estuary Partnership on designing a Delta Regional Monitoring Program. This partnership is part of the National Estuary Program as is Puget Sound Partnership. As NAWQA chief, I reviewed products and consulted with USGS personnel in Washington State on Puget Sound NAWQA studies.

HYDROLOGIST

U.S. Geological Survey
Sacramento, CA 10/91 to 9/00
(Supervisor: Neil Dubrovsky, 916-278-3078)

Surface water specialist for San Joaquin-Tulare Basins study unit of the NAWQA program. Designed and supervised several surface-water sampling projects to evaluate transport and fate of pesticides from agricultural and urban sources, during storm and non-storm flows. Coordinated these sampling efforts with time-of-travel dye studies to put resulting data into a lagrangian context for interpretation. Also, designed a monitoring, assessment, and research program for water quality in the San Joaquin River Basin for the CALFED program.

Project chief for several water resources/water quality spinoff projects, including: (1) assessment of water quality in Abbots Lagoon at Point Reyes National Seashore (funded by National Park Service); (2) determination of selenium transport in Panoche Creek (funded by U.S. Bureau of Reclamation); (3) evaluation of surface water/ground water interactions and transport of water quality constituents in Santa Clara River in LA County (funded by LACSD); (4) determination of storm-driven transport of

diazinon and chlorpyrifos in the San Joaquin River Basin (funded by CA Dept. of Pesticide Regulation); (5) evaluation of historical nutrient loads and trends in tributaries to Lake Tahoe (co-project chief; funded by Lahontan RWQCB); and (6) evaluation of nutrients and oxygen-consuming substances in the San Joaquin River Basin that contribute to low dissolved oxygen in the Stockton Deep Water Ship Channel (funded by CALFED and CA Dept. of Water Resources). Projects 4 and 6 were conducted to provide technical support to the state regulatory agency for the development of TMDLs. As project chief and contract manager, I was responsible for all aspects of the projects from data collection to monitoring the budget to writing the final report.

EARLIER WORK EXPERIENCE

- o State Water Resources Control Board – Technical expert on San Joaquin Valley water resources, modeling of San Joaquin River including a groundwater component; technical evaluations, compliance inspections, and sampling related to agricultural and point-source regulations.
- o UCLA – Modeling salinity and water levels in Salton Sea, estimating heat dissipation from cooling water, and evaluating physical criteria for wind energy development.
- o South Florida Water Management District – Managed Lake Okeechobee water quality studies, including collecting, analyzing, and writing up water chemistry data.
- o University of Florida – Used computer models and statistics to analyze existing data on nutrient loading and trophic conditions in Florida lakes.

OVERSEAS EXPERIENCE

VOLUNTEERS IN OVERSEAS COOPERATIVE ASSISTANCE (VOCA)

Strezevo Water Quality Project (EM084)
Republic of Macedonia
May 1-25, 1995

Evaluated water quality of Strezevo Reservoir and recommended a monitoring program, changes in the laboratory, and use of a eutrophication model.

MEMBERSHIPS

American Water Resources Association
American Geophysical Union
Professional Engineer, State of California, Reg. No. C038369
Professional Engineer, State of Washington, License No. 51489

SELECTED PUBLICATIONS

Zamora, C., Dahlgren, R.A., Kratzer, C.R., Downing, B.D., Russell, A.D., Dileanis, P.D., Bergamaschi, B.A., and Phillips, S.P., 2013, Groundwater contributions of flow, nitrate, and dissolved organic carbon to the lower San Joaquin River, California, 2006—2008: USGS Scientific Investigations Report 2013-5151, 105 p. (<https://pubs.er.usgs.gov/publication/sir2013551>)

Kratzer, C.R., Kent, R.H., Saleh, D.K., Knifong, D.L., Dileanis, P.D., and Orlando, J.L., 2011, Trends in nutrient concentrations, loads, and yields in streams in the Sacramento, San Joaquin, and Santa Ana Basins, California, 1975—2004: USGS Scientific Investigations Report 2010-5228, 112 p. (<https://pubs.er.usgs.gov/publication/sir20105228>)

Kratzer, C.R., Saleh, D.K., and Zamora, C., 2006, Assessment of hydrologic and water quality data collected in Abbotts Lagoon watershed, Point Reyes National Seashore, California, during water years 1999 and 2000: U.S. Geological Survey Scientific Investigations Report 2005-5261, 35 p.

Majewski, M.S., Zamora, C., Foreman, W.T., and Kratzer, C.R., 2006, Contribution of atmospheric deposition to pesticide loads in surface water runoff: USGS Open-File Report 2005-1307

Kratzer, C.R., Dileanis, P.D., Zamora, C., Silva, S.R., Kendall, C., Bergamaschi, B.A., and Dahlgren, R.A., 2004, Sources and transport of nutrients, organic carbon, and chlorophyll-a in the San Joaquin River upstream of Vernalis, California, during summer and fall, 2000 and 2001: USGS Water-Resources Investigations Report 03-4127, 113 p.

Kratzer, C.R., Saleh, D.K., and Zamora, C., 2002, Selenium and sediment loads in storm runoff in Panoche Creek, California, February 1998: USGS Water-Resources Investigations Report 02-4286, 38 p.

Kratzer, C.R., 1999, Transport of sediment-bound organochlorine pesticides to the San Joaquin River, California: Journal of American Water Resources Association, 35:957-981.

Kratzer, C.R., 1999, Transport of diazinon in the San Joaquin River Basin, California: Journal of American Water Resources Association, 35:379-395.

Dubrovsky, N.M., Kratzer, C.R., Brown, L.R., Gronberg, J.M., and Burow, K.R., 1998, Water quality in the San Joaquin-Tulare basins, California, 1992-95: USGS Circular 1159, 38 p.

Kratzer, C.R. and Shelton, J.L., 1998, Water-quality assessment of the San Joaquin-Tulare Basins, California: analysis of available data on nutrients and suspended sediment in surface water, 1972-90: USGS Professional Paper 1587, 92 p. (<https://pubs.er.usgs.gov/publication/pp1587>)

Kratzer, C.R., 1998, Pesticides in storm runoff from agricultural and urban areas in the Tuolumne River Basin in the vicinity of Modesto, California: U.S. Geological Survey Water-Resources Investigations Report 98-4017, 17 p.

Grober, L.F., Kavvas, M.L., Rashmawi, E.A., Grismer, M.E., and Kratzer, C.R., 1992, Stochastic water quality modeling and numerical groundwater simulation for the lower San Joaquin River Basin: Report to the California State Water Resources Control Board from the University of California, Davis, 128 p.

Kratzer, C.R., 1985, Agricultural drainage problems in the San Joaquin Valley: Doctoral Dissertation, University of California, Los Angeles, 193 p.

Kratzer, C.R., 1979, Application of input-output models to Florida lakes: M.E. Thesis, University of Florida, 169 p.

SELECTED PRESENTATIONS

Kratzer, C.R., and Bannister, P., 2019, Groundwater 101: observations, simulations, and plans, Association of Bainbridge Communities, 16th Bainbridge Environmental Conference, March 10, 2019, Bainbridge Island, WA. (INVITED)

Kratzer, C.R., Dahlgren, R.A., Zamora, C., and Dileanis, P.D., 2009, Salinity inputs to the San Joaquin River from groundwater: 27th Biennial Groundwater Conference and 18th Annual Meeting of the Groundwater Resources Association of California, October 6-7, 2009, Sacramento, CA. (INVITED)

Kratzer, C.R., Bergamaschi, B.A., Dahlgren, R.A., Dileanis, P.D., Kendall, C., Phillips, S.P., Russell, A., Schmidt, C., and Young, M., 2007, Nitrate and dissolved organic carbon concentrations in riparian-

zone ground water of the lower San Joaquin River, California: AGU Fall Meeting, December 10-14, 2007, San Francisco, CA.

Kratzer, C.R., and Saleh, D.K., 2007, Trends in nitrate and other nutrients in the San Joaquin River, California: ASA-CSSA-SSSA 2007 International Annual Meetings, November 4-8, 2007, New Orleans, LA. (INVITED)

Kratzer, C.R., Zamora, C., and Domagalski, J.L., 2004, Monitoring diazinon and chlorpyrifos for TMDL development: Soc of Environ Tox and Chem, 25th Annual Meeting, November 14-18, 2004, Portland, OR. (INVITED)

Kratzer, C.R., Domagalski, J.L., Phillips, S.P., Dileanis, P.D., Zamora, C., and Majewski, M.S., 2004, Monitoring all hydrologic compartments in a small agricultural watershed in central California: National Monitoring Conference of National Water-Quality Monitoring Council, May 17-20, 2004, Chattanooga, TN.

Kratzer, C.R., and Dileanis, P.D., 2004, Water quality monitoring design issues for Central Valley, California streams: Salmonid Restoration Fed, 14th Intl Salmon Enhancement Workshop, March 17-18, 2004, Davis, CA. (INVITED)

SELECTED TRAINING COURSES

USGS Training Courses (one to two-week courses presented by the USGS National Training Center, Denver, CO.):

“Leadership Intensive”; “SPARROW Surface-Water Quality Modeling”; “Statistical Techniques for Trend and Load Estimation”; “Ground Water/Surface Water Relationships”; “Quality Control Sample Design and Interpretation”; “Environmental Behavior of Organic Chemicals”; “Probability and Statistics for Data Analysis”; “Ground Water Concepts and Modeling”.

Other USGS Training:

USGS Western Region Managers Development Program (graduated from 4-year program); and USGS Western Region Supervisory Training (completed two, 2-day training courses).

Other Training Courses:

“Facilitation Training”, Center for Collaborative Policy, Sacramento, CA.

“Nondetects and Data Analysis” Training course presented by Practical Stats (Dr. Dennis Helsel), Seattle, WA.

USDA Graduate School training courses, “Introduction to Supervision” (SUPV 7001); “Supervision and Group Performance” (SUPV 8001).

“ArcGIS Desktop I: Introduction to GIS (ArcGIS 10.1)”, King County GIS Center, Seattle, WA.

VOLUNTEER ACTIVITIES

City of Bainbridge Island, Department of Public Works: Flow measurements and water-quality sampling of Bainbridge Island creeks, October 2014 to Present.

Sakai Intermediate School: Volunteer for “Read Naturally” and “Math Olympiad” programs.

Soccer coach, Bainbridge Island FC.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 13, 2021

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (8:00 PM) Consider Removal of Councilmember Message from COBI Connects,

SUMMARY: COBI Connects is a public information newsletter published by the City of Bainbridge Island mailed to all City of Bainbridge Island addresses six times per year. From the inception of COBI Connects, Councilmembers have been invited to provide a message limited to 150 words accompanied by a photograph of the Councilmember. At the June 22, 2021 Council meeting, Councilmember Hytopoulos asked to discuss the removal of the Councilmember message from COBI connects on a future Council agenda.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to direct the City Manager to remove the Councilmember message from COBI Connects.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: The first COBI Connects was published in April 2019. The newsletter included a message from then Mayor Kol Medina. During the April 16, 2019 study session, the Council agreed to rotate the responsibility for a message from Council in COBI Connects.

"Council agreed to rotate the responsibility for a message from Council in COBI Connects." This was done under good of the order and was not a regularly schedule action for the City Council.

Other states on ethical grounds prohibit the highlighting of an incumbent elected official in a newsletter or other mass mailing sent at public expense. Elected officials are prohibited from being highlighted or featured as this is a means to use public funds to perpetuate themselves in office by keeping their name before voters. (Watson v. California Fair Political Practices Commission, 217 Cal. App. 3rd 1059, 1074, 266 Cal. Rptr. 408, 416-7 (2nd Dist. 1990), rev. denied 1990.)

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding: