CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, DECEMBER 14, 2021

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
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. **RECOGNIZE SERVICE OF MAYOR NASSAR**

   2.A **(6:05 PM) Recognize Service of Mayor Nassar,** 20 Minutes

3. **PRESENT OATH OF OFFICE FOR COUNCILMEMBER FANTROY-JOHNSON**

   3.A **(6:25 PM) Present Oath of Office for Councilmember Fantroy-Johnson,** 10 Minutes

4. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:35 PM**

5. **PUBLIC COMMENT - 6:40 PM**
   Public comment is accepted at this time on any topic of municipal interest. Each commenter will have three minutes to speak. Public comment is not taken on individual agenda items during the meeting. Please refer to guidelines and instructions for public comment attached below.

   5.A **Instructions and Guidelines for Providing Public Comment at Remote Meetings - City Clerk,** 15 Minutes
   Instructions for Providing Public Comment at Remote Meetings.pdf

6. **CONSENT AGENDA - 6:55 PM**
   All items listed under this section are considered to be routine and will be acted upon with one motion and one vote. There will be no separate discussion of these items unless a member of the City Council, or City Manager so requests, in which event, the item will be considered separately in its normal sequence.

6.A **Agenda Bill for Consent Agenda,** 5 Minutes

6.B **Approve Accounts Payable and Payroll,**
PR Council Report 11-20-21.pdf
PR Council Report 12-6-21.pdf
AP Report to Council of Cash Disbursements 11-24-21.pdf
AP Report to Council of Cash Disbursements 12-15-21.pdf

6.C **Approve City Council Meeting Minutes,**
City Council Regular Business Meeting Minutes, November 9, 2021.pdf

6.D **Authorize the City Manager to Execute the Fourth Amendment of the Interlocal Agreement with Kitsap County for the Incarceration of City Prisoners - Police,** 5 Minutes
KC-233-17-D City of B Island 2022 (4th Amendment).docx
2018 KCSO Jail Contract - Fully Executed.pdf

6.E **Adopt Resolution No. 2021-19 Authorizing Use of the Kitsap County Investment Pool and Amending the City's Investment Policy, Delegating Authority to Make Investments to Additional, Specific, City Positions - Finance,** 5 Minutes
Resolution No. 2021-19.docx

6.F **Adopt Resolution No. 2021-18 Updating City Procedure for Surplus and Sale of City-Owned Property - Finance,** 5 Minutes
Resolution No. 2021-18 Updating Procedures for Surplus and Sale of City-Owned Real Property.docx

6.G **Adopt Ordinance No. 2021-36 Amending Chapter 3.84 BIMC to Update the Job Titles Authorized to Sign Checks, Expand the Forms of Payment Allowed Per the Code, and Update the Title of the Chapter to Reflect Those Changes - Finance,** 5 Minutes
Ordinance No. 2021-36.docx

6.H **Approve Annual Drainage Project Contract Award and Authorize the City Manager to Execute a Related Contract in the amount of $268,655.00 - Public Works,**
2021 DRAINAGE SWR CONTRACT.docx
Bid Form.docx
2021 Annual Drainage Map.pdf

6.I **Authorize the City Manager to Execute the Third Contract Amendment to the Agreement for the Provision of Juvenile Detention Facilities - Police,** 5 Minutes
2019 Juvenile Detention Facilities ILA.pdf
2022 Third Amendment Juvenile Detention Facilities.docx

6.J **Authorize a Professional Services Agreement with Toole Design for the Madison Avenue Sidewalk Project, and Prepare a Related Budget Amendment ($130,000) - Public Works,** 5 Minutes
Madison Contract 20211101.pdf
Bicycle Counts Map 2021.pdf

6.K **Adopt Ordinance No. 2021-32 Relating to Unnamed Path, 1912 Chautauqua Replat Street Vacation - Public Works,** 5 Minutes
Ordinance No. 2021-32.docx
2021 Ordinance 2021-32 Road Vacation BIMC 12.34.150 City Treasurer Report of Payment.docx

6.L **Adopt Ordinance No. 2021-33 – Revisions and Updates to Chapter 16.32 BIMC (Protection of Landmark Trees) - Planning,** 5 Minutes
Staff Memo re Ordinance No. 2021-33 - 11052021.docx
Ordinance No. 2021-33 - Chapter 16.32 BIMC - 11052021.docx
Exhibit A to Ordinance No. 2021-33 - Chapter 16.32 BIMC Protection of Landmark Trees - 11052021.docx
Landmark Tree Ordinance slide 11022021.pptx

6.M **Adopt Ordinance No. 2021-12, Code Changes Related to Improving the Land Use Preapplication Phase - Planning,** 5 Minutes
PC_Recommendation_20210714.pdf
Ordinance No. 2021-12_110521.docx
Exhibit A to Ordinance No. 2021-12_Design for Bainbridge.pdf
Summary of Revisions to Design for Bainbridge 110521.docx
Project Review Flow Chart_07012021.pdf

6.N **Adopt Resolution No. 2021-07, Update to Public Participation Meeting Process Related to improving the Land Use Preapplication Phase - Planning,** 5 Minutes
Resolution No. 2021-07 - Public Participation Program_110521.docx
Exhibit A to Resolution No. 2021-07_110521.docx

6.O **Adopt Resolution No. 2021-14, Amendment to the Administrative Manual to Support Code Changes Related to Improving the Land Use Preapplication Phase - Planning,** 5 Minutes
Resolution No. 2021-14 - PCD Admin Manual Revisions_110521.docx
Exhibit A to Resolution No. 2021-14_Admin ManualUpdated_110521.docx

6.P **Authorize City Manager to Execute Amendment No. 2 to the Agreement for Professional Services with River Oaks Communications Corporation for Legal Services related to Ongoing Comcast Franchise Negotiations ($14,073) - Executive,** 5 Minutes
Amendment No. 2 to River Oaks PSA.docx
River Oaks PSA Amendment No. 1
River Oaks Communications PSA - 2020-21 Comcast Renewal.pdf

6.Q **Cancel December 21, 2021, December 28, 2021, and January 4, 2022 Council Meetings**

6.R **Authorize the City Manager to Execute Supplemental Agreement No. 3 to the Consultant Agreement with Skillings, Inc. for the Sportsman Club and New Brooklyn Intersection Improvements Project ($14,679.94) - Public Works,** 5 Minutes
Supplemental Agreement 3.pdf
Background_Supplemental Agreement 2.pdf
Background_Supp Agrmt_2 Exhibit A-2.pdf
Background Bid Set Plan - Sportsman and New Brooklyn.pdf

Sportsman_New Brooklyn Rendering.jpg

6.S **Ratify City Staff's Department of Ecology Waste Reduction and Recycling Education Grant Application Relating to Waste Reduction Ordinance No. 2021-34 Seeking $60,000 in grant funding and requiring $20,000 in Matching Funds from the City - Executive ($20,000)** 5 Minutes
WWRED Grant 1 General Info.pdf
WWRED Grant 2 Task 1 Pilot Program.pdf
WWRED Grant 3 Task 2 Recognition Program.pdf
WWRED Grant 4 Spending Plan.pdf
WWRED Grant 5 Letter of support COBI grant ap - ZeroWaste Bainbridge.pdf
WWRED Grant 6 BICC-DoE-grant-letter-112221.pdf

6.T **Set the Public Hearing on Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) relating to revising the Housing Design Demonstration Projects Program - Planning,** 5 Minutes
Public Hearing Draft Ordinance No. 2022-01 (formerly No. 2021-35) Revising HDDP Program.docx
Exhibit A to BIMC 2.16.020.S. HDDP.docx

6.U **Consider Approval of 2022-2023 Cultural Funding Recommendations Totaling $300,000 – Executive,** 5 Minutes
Recommendation for 2022-23 Cultural Funding.docx
Cultural Funding Pro Forma 2022-23.docx

6.V **Consider Approval of Lodging Tax Advisory Committee (LTAC) 2022 Funding Recommendations Totaling $350,000 - Executive,** 5 Minutes
2022 LTAC Funding Recommendations - Final.pdf
LTAC Awards 5-year summary
LTAC Contract Pro Forma 2022.docx

7. COUNCIL ANNOUNCEMENTS - 7:00 PM

8. CITY MANAGER'S REPORT - 7:10 PM

8.A **Receive Year-End Review - Executive,** 10 Minutes

9. PRESENTATION(S)

9.A **(7:20 PM) Receive presentation from Public Art Committee on Something New Rotating Public Art Display Program - Public Art Committee,** 10 Minutes
Something New Presentation

10. NEW BUSINESS

10.A **(7:30 PM) Confirm Process for Planning Commission Appointments,** 10 Minutes
Ordinance No. 2020-19 Addressing Diversity on Planning Commission Approved 082520.pdf
Bainbridge Municipal Code BIMC 2.01.015.docx

10.B **(7:40 PM) Adopt Ordinance No. 2021-39 Extending the Housing Design Demonstration Projects (HDDP) Program - Planning,** 10 Minutes

Ordinance No. 2021-39 Extending HDDP Program.docx
[For Background] BIMC 2.16.020.S Housing Design Demonstration Projects.pdf

10.C **(7:50 PM) Authorize City Manager to Execute Settlement Agreement with Kitsap County Sewer District No. 7 - Executive,** 10 Minutes
Settlement Agreement - COBI and KCSD 7 (December 2021)

10.D **(8:00 PM) Adopt Ordinance No. 2021-37 Relating to the 2021 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,** 5 Minutes
Staff Memo re 2021 4th QTR Budget Amendment.docx
Ordinance No. 2021-37 - 4th QTR Budget and CIP Amendments
Exhibit A to Ordinance No. 2021-37 - Total Expenditures by Fund
Exhibit B to Ordinance No. 2021-37 Q4 Budget Amendments.pdf

10.E **(8:05 PM) Approve Recommended Appointment to the Utility Advisory Committee - Council,** 5 Minutes
Averill - UAC (Redacted).pdf

10.F **(8:10 PM) Adopt Resolution No. 2021-20 Ratifying Updated Countywide Planning Policies - Planning,** 10 Minutes
Resolution No. 2021-20 Ratifying Updated Countywide Planning Policies.docx
Exhibit A Updated Countywide Planning Policies CPPs.pdf
Kitsap County Ord 601-2021.pdf
20210608 KRCC Public Review Draft CPPs Redlined.pdf

11. COMMUNICATIONS

11.A **(8:20 PM) Receive Letter to Governor Inslee relating to the Derelict Vessel Program,** 5 Minutes
Letter to Governor Inslee re DNR Derelict Vessel Program.pdf

11.B **(8:25 PM) Consider Request for an Agenda Item to Discuss a Resolution declaring a Primary Care Crisis on Bainbridge Island - Councilmember Hytopoulos,** 5 Minutes
Agenda Request from Councilmember Hytopoulos.pdf

12. COMMITTEE REPORTS - 8:30 PM

13. ADJOURNMENT - 8:35 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (6:05 PM) Recognize Service of Mayor Nassar,

SUMMARY: Council, staff, and the community will recognize Mayor Nassar for her service.

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (6:25 PM) Present Oath of Office for Councilmember Fantroy-Johnson,

SUMMARY: Councilmember Fantroy-Johnson was sworn in to office on November 29, 2021. A video of the ceremony will be presented. Councilmember Fantroy-Johnson will have the opportunity to provide remarks following the video presentation.

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY: Good Governance

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: 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 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.

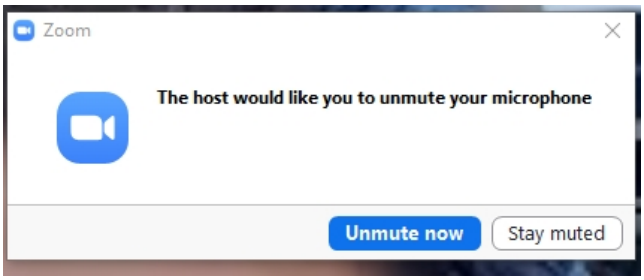
INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

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: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of Consent Agenda items 6.B. through 6.V.

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: December 14, 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 11-20-21.pdf

PR Council Report 12-6-21.pdf

AP Report to Council of Cash Disbursements 11-24-21.pdf

AP Report to Council of Cash Disbursements 12-15-21.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 11 - 19 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	11/19/2021	52548 - 52677	Regular check run (Direct Dep)	358,516.82
Normal	11/19/2021	109732	Regular check run (Paper Checks)	2,402.80
Vendor	11/19/2021	109733 - 109741	Vendor check run (Paper Checks)	116,689.34
EFTPS	11/19/2021	N/A	Federal Tax Electronic Transfer	129,421.51
			TOTAL:	**607,030.47**

Prepared and Reviewed by: Brenda Landolt Date 11-18-21

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 11/18/21

Kim Dunscombe, Budget Manager

PAYROLL

PAYROLL CHECK RUN: 12 - 06 - 2021

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	12/6/2021	52678 - 52808	Regular check run (Direct Dep)	332,054.10
Normal	12/6/2021	109742	Regular check run (Paper Checks)	2,072.20
Vendor	12/6/2021	109743 -109751	Vendor check run (Paper Checks)	305,281.58
EFTPS	12/6/2021	N/A	Federal Tax Electronic Transfer	117,888.70
			TOTAL:	**757,296.58**

Prepared and Reviewed by: Brenda Landolt Date 12-3-21

Brenda Landolt, Payroll Specialist

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

Kim Dunscombe Date 12/3/2021

Kim Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: November 8, 2021 - November 22, 2021
CITY COUNCIL: November 9, 2021 - November 23, 2021

Last check from previous run: 357679 dated 11/10/2021 issued to YWCA-Kitsap County for $5,615.87
Last ACH from previous run: 489 dated 11/10/2021 issued to Visit Bainbridge for $22,780.04

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH/EFT	12/01/2021	490	US Bank/LTGO bonds debt service principle and interest	1,298,041.27
ACH/EFT	11/25/2021	491	COBI/Utility billing - November 2021	2,479.75
Manual	11/09/2021	357680	FIN/Allstream/Citywide phone services	815.53
Manual	11/09/2021	357681	Bainbridge Disposal/Citywide disposal services	2,721.50
Manual	11/09/2021	357682	Block, Kevin/Utility Billing refunds	96.29
Manual	11/09/2021	357683	Branting, Rebecca/Utility Billing refunds	361.23
Manual	11/09/2021	357684	Gallagher, Patrick/Utility Billing refunds	24.38
Manual	11/09/2021	357685	Heaton, Diane/Utility Billing refunds	80.34
Manual	11/09/2021	357686	Hickey, John/Utility Billing refunds	24.89
Manual	11/09/2021	357687	PW/Island Hands/Janitorial Services	13,870.09
Manual	11/09/2021	357688	PW/Kitsap County Sewer District #7/October 2021 sewer utility charge	21,725.67
Manual	11/09/2021	357689	Kitsap County Treasurer/October 2021 court fines collected for the County	43.95
Manual	11/09/2021	357690	McCrary, Jean/Utility Billing refunds	121.86
Manual	11/09/2021	357691	Michael, William/Utility Billing refunds	300.83
Manual	11/09/2021	357692	Olympic Property/Utility Billing refunds	118.42
Manual	11/09/2021	357693	Puget Sound Energy/Citywide energy services	28,953.52
Manual	11/09/2021	357694	Putnam, Donald/Utility Billing refunds	259.78
Manual	11/09/2021	357695	WA ST Treasurer/October 2021 court fines collected for the State	2,245.89
Manual	11/09/2021	357696	Webber, Dana/Utility Billing refunds	9.91
Manual	11/10/2021	357697	US Bank/Credit card purchases - October 2021	43,570.14
Manual	11/15/2021	357698	CenturyLink/Citywide telemetry - November 2021	1,254.12
Manual	11/15/2021	357699	ENG/Sealevel Bulkhead/Country Club RD bulkhead repair	117,277.80
Manual	11/15/2021	357700	Verizon/Citywide wireless charges - November 2021	5,114.58
			Total Manual Checks and Electronic Disbursements	**1,539,511.74**

Regular Run Checks	11/24/2021	357701-357770	**Total Regular Check Run**	**197,107.77**
Regular Run ACH	11/24/2021	492-507	**Total Regular ACH Run**	**104,415.14**
			Total Disbursements	**1,841,034.65**

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

Prepared and Reviewed by Jacob Kines - JK Jacob Kines, Senior Accounting Technician

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

Karl R. Shaw 11/19/2021

Karl R. Shaw, Accounting Manager Date

JK

11/15/2021 13:21 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
490	12/01/2021	MANL	8330	US BANK	251957	1847772	12/01/2021		USB2021	297,316.27
	Invoice: 1847772					DEC1 DEBT SVC '21: P&I				
					290,000.00	91422235 77100000086	WWTP 2011 LTGO-PRIN REDEMPT			
					7,316.27	91422923 78300000086	WWTP 2011 LTGO & 2PWTF INT EXP			
					251958	1848303	12/01/2021		USB2021	579,800.00
	Invoice: 1848303					DEC1 DEBT SVC BAIUTGOREF13 P&I				
					545,000.00	91247189 771000	2013 REFI-PRIN REDEMP			
					34,800.00	91247289 783000	2013 REFI-INTEREST			
					251959	1849052	12/01/2021		USB2021	377,425.00
	Invoice: 1849052					BAILTGO19 DEBT SVC P&I				
					245,000.00	91248121 77100000724	PD/COURT BLDG-PRINCIPLE			
					132,425.00	91248221 78300000724	PD/COURT BLDG-INTEREST			
					251960	1849018	12/01/2021		USB2021	43,500.00
	Invoice: 1849018					BAILTGOREF19 DEBT SVC INT				
					43,500.00	91249276 783000	2019 REF BONDS-INTEREST			
								CHECK	490 TOTAL:	1,298,041.27

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,298,041.27

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,298,041.27

*** GRAND TOTAL *** 1,298,041.27

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 115									
APP 402-213000					ACCOUNTS PAYABLE			297,316.27	
11/15/2021	USB2021	ACHUSB			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				1,298,041.27
11/15/2021	USB2021	ACHUSB			AP CASH DISBURSEMENTS JOURNAL				
APP 201-213000					ACCOUNTS PAYABLE			1,000,725.00	
11/15/2021	USB2021	ACHUSB			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,298,041.27	1,298,041.27
APP 631-130000					DUE TO/FROM CLEARING			1,298,041.27	
11/15/2021	USB2021	ACHUSB							
APP 402-130000					DUE TO/FROM CLEARING				297,316.27
11/15/2021	USB2021	ACHUSB							
APP 201-130000					DUE TO/FROM CLEARING				1,000,725.00
11/15/2021	USB2021	ACHUSB							
					SYSTEM GENERATED ENTRIES TOTAL			1,298,041.27	1,298,041.27
					JOURNAL 2021/11/115 TOTAL			2,596,082.54	2,596,082.54

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
201 GO BOND FUND	2021 11	115	11/15/2021			
201-130000			DUE TO/FROM CLEARING			1,000,725.00
201-213000			ACCOUNTS PAYABLE		1,000,725.00	
				FUND TOTAL	1,000,725.00	1,000,725.00
402 SEWER OPERATING FUND	2021 11	115	11/15/2021			
402-130000			DUE TO/FROM CLEARING			297,316.27
402-213000			ACCOUNTS PAYABLE		297,316.27	
				FUND TOTAL	297,316.27	297,316.27
631 CLEARING FUND	2021 11	115	11/15/2021			
631-130000			DUE TO/FROM CLEARING		1,298,041.27	
635-111100			CASH			1,298,041.27
				FUND TOTAL	1,298,041.27	1,298,041.27

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
201	GO BOND FUND		1,000,725.00
402	SEWER OPERATING FUND		297,316.27
631	CLEARING FUND	1,298,041.27	
	TOTAL	1,298,041.27	1,298,041.27

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

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11/16/2021 14:52 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
491	11/25/2021	MANL	103	CITY OF BAINBRIDGE I	251962	13005NOV21	11/25/2021		UB NOV21	476.75
	Invoice: 13005NOV21						309 SHANNON DRIVE			
					476.75	91011768 547500	GG-C/E-PARKS-WTR/SWR			
					251963	13006NOV21	11/25/2021		UB NOV21	501.10
	Invoice: 13006NOV21						309 SHANNON DRIVE DOCK			
					501.10	91011768 547500	GG-C/E-PARKS-WTR/SWR			
					251964	10461NOV21	11/25/2021		UB NOV21	769.48
	Invoice: 10461NOV21						289 SHANNON DRIVE			
					769.48	91011768 547500	GG-C/E-PARKS-WTR/SWR			
					251965	10463NOV21	11/25/2021		UB NOV21	381.56
	Invoice: 10463NOV21						370 BRIEN DRIVE			
					381.56	91011755 547500	GG-C/E-COMMONS-WTR/SWR			
					251966	10464NOV21	11/25/2021		UB NOV21	335.80
	Invoice: 10464NOV21						402 BRIEN DRIVE			
					335.80	91011755 547500	GG-C/E-COMMONS-WTR/SWR			
					251967	11573NOV21	11/25/2021		UB NOV21	15.06
	Invoice: 11573NOV21						5350 CREOSOTE PLACE NE			
					15.06	91011768 547500	GG-C/E-PARKS-WTR/SWR			
								CHECK	491 TOTAL:	2,479.75

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 2,479.75

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	2,479.75

*** GRAND TOTAL *** 2,479.75

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 153					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			2,479.75	
11/25/2021 UB NOV21 ACH UB	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				2,479.75
11/25/2021 UB NOV21 ACH UB	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			2,479.75	2,479.75
APP 631-130000	DUE TO/FROM CLEARING			2,479.75	
11/25/2021 UB NOV21 ACH UB					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				2,479.75
11/25/2021 UB NOV21 ACH UB					
	SYSTEM GENERATED ENTRIES TOTAL			2,479.75	2,479.75
	JOURNAL 2021/11/153 TOTAL			4,959.50	4,959.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	153	11/25/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		2,479.75
001-213000			GENERAL - ACCOUNTS PAYABLE	2,479.75	
			FUND TOTAL	2,479.75	2,479.75
631 CLEARING FUND	2021 11	153	11/25/2021		
631-130000			DUE TO/FROM CLEARING	2,479.75	
635-111100			CASH		2,479.75
			FUND TOTAL	2,479.75	2,479.75

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		2,479.75
631	CLEARING FUND	2,479.75	
	TOTAL	2,479.75	2,479.75

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

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
492	11/21/2021	EFT	7726	AIR MANAGEMENT SOLUT	251817	0001137010	10/28/2021		11/21/21	1,356.95
	Invoice: 0001137010						PW/EXHAUST FAN #11 PRINTING ROOM UPSTAIRS			
					1,356.95	73011183 54810000707	CH HVAC-REPAIRS			
					251818	0001137069	10/26/2021		11/21/21	1,035.50
	Invoice: 0001137069						PW/EMERGENCY SERVICE BOILER HIDDEN COVE RD			
					1,035.50	73011897 54810000707	PWY HVAC-REPAIRS			
					251819	0001137070	10/27/2021		11/21/21	228.90
	Invoice: 0001137070						PW/HIDDEN COVE RD SHOP NOT HEATING			
					228.90	73011897 54810000707	PWY HVAC-REPAIRS			
					251820	0001137071	10/28/2021		11/21/21	833.86
	Invoice: 0001137071						PW/EMERGENCY SERVICE HP-215 N IT ROOM			
					833.86	73011183 54810000707	CH HVAC-REPAIRS			
							CHECK	492 TOTAL:		3,455.21
493	11/21/2021	EFT	2138	ASPECT CONSULTING LL	251821	43247	10/25/2021		11/21/21	2,951.50
	Invoice: 43247						ENG/WQFM-GRND WTR MNGMNT-IDDE DB T			
					2,951.50	72011322 54110000485	GROUNDWTR MNGT PRGM-PROF SVCS			
					251907	43386	11/10/2021		11/21/21	2,242.50
	Invoice: 43386						ENG/3RD PARTY GEOTECHNICAL REVIEW			
					2,242.50	72655860 58600000370	GEO TECCH-3RD PARTY REVIEWS			
							CHECK	493 TOTAL:		5,194.00
494	11/21/2021	EFT	45	BAINBRIDGE ISLAND CH	251956	17082	09/30/2021		11/21/21	12,054.47
	Invoice: 17082						VISITOR INFORMATION CENTER			
					12,054.47	91140573 541100	GG-TOUR-PROF SERVICES			
							CHECK	494 TOTAL:		12,054.47
495	11/21/2021	EFT	1341	BLUE SKY PRINTING	251970	6227	11/01/2021		11/21/21	86.63
	Invoice: 6227						POL/BUSINESS CARDS/GK, WS			
					43.32	51011211 531100	PD-C/E-ADM-SUPPLIES			
					43.31	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	495 TOTAL:		86.63
496	11/21/2021	EFT	9682	CLARY LONGVIEW, LLC	251912	3MK923 K923	07/19/2021	20210006	11/21/21	39,073.86
	Invoice: 3MK923 K923						PW/F150 COLUMBIA FORD			
					39,073.86	73501448 66400001110	2021 MED DUTY P/U			
							CHECK	496 TOTAL:		39,073.86

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
497	11/21/2021	EFT	8435	COATES DESIGN INC	251989	124930	11/11/2021		11/21/21	9,044.50
Invoice: 124930							ENG/SENIOR CENTER DESIGN			
					9,044.50	72311473 64110001050	SCC RENOVATIONS-PROF SVCS			
							CHECK	497 TOTAL:		9,044.50
498	11/21/2021	EFT	672	DSC INC	251915	101741	11/02/2021		11/21/21	442.91
Invoice: 101741							PW/ROADSIDE MOWER PARTS			
					442.91	73111427 531100	OFFICE SUPPLIES			
							CHECK	498 TOTAL:		442.91
499	11/21/2021	EFT	5781	EXTERMINATION SERVIC	251916	39174	09/22/2021		11/21/21	94.83
Invoice: 39174							PW/AUGUST SERVICE BI POL DEPT			
					94.83	73011215 541100	O&M-C/E-POLICE FAC-PROF SVCS			
							CHECK	499 TOTAL:		94.83
500	11/21/2021	EFT	705	FCS GROUP	251875	3153-22110038	10/22/2021		11/21/21	3,760.00
Invoice: 3153-22110038							PCD/100% FEE COST RECOVERY STUDY			
					3,760.00	61470581 541100	PCD - DEV ADMIN PROF SERVICES			
							CHECK	500 TOTAL:		3,760.00
501	11/21/2021	EFT	315	KITSAP HUMANE SOCIET	251829	2068	11/01/2021		11/21/21	6,233.33
Invoice: 2068							ANIMAL CONTROL (2021-2023)			
					6,233.33	91011393 541100	FIN - C/E ANIMAL CONTROL FEES			
							CHECK	501 TOTAL:		6,233.33
502	11/21/2021	EFT	7849	LAW OFFICE OF THOMAS	251848	NOV21	11/02/2021		11/21/21	4,484.38
Invoice: NOV21							LEGAL/PUBLIC DEFENDER SVCS NOV21			
					4,484.38	32011281 541113	LGL-PUBLIC DEFENDER			
							CHECK	502 TOTAL:		4,484.38
503	11/21/2021	EFT	7435	RANDY KAN PORTABLE R	251930	1935694	11/04/2021		11/21/21	180.00
Invoice: 1935694							PW/4192 EAGLE HARBOR DR RESTROOMS			
					180.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
					251931	1935695	11/04/2021		11/21/21	90.00
Invoice: 1935695							PW/5350 CRESOTE PLACE NE RESTROOMS			
					90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
					251932	1935696	11/04/2021		11/21/21	90.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: 1935696						PW/6811 NE VINCENT RD RESTROOMS			
						90.00 73435838 545000	O&M-DECANT-RENTS			
					251933	1935705	11/04/2021	11/21/21		90.00
	Invoice: 1935705						PW/7305 HIDDEN COVE RD RESTROOMS			
						90.00 73011897 545000	O&M-C/E-PWYD FAC-RENTS			
							CHECK	503 TOTAL:		450.00
504	11/21/2021	EFT	1488	SETON CONSTRUCTION I	251977	PAYREQ5-01077	11/15/2021	11/21/21		18,865.57
	Invoice: PAYREQ5-01077						ENG/EH PH2 SHOULDER WIDENING			
						18,865.57 72334562 66300001077	C40-EAGLE HARBOR PH2-CONSTR			
							CHECK	504 TOTAL:		18,865.57
505	11/21/2021	EFT	6746	SYMBOL ARTS	251981	0412472-IN	11/01/2021	11/21/21		498.70
	Invoice: 0412472-IN						POL/BADGES X4			
						498.70 53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	505 TOTAL:		498.70
506	11/21/2021	EFT	4104	WA ST FERRIES	251859	RK381626	10/31/2021	11/21/21		431.50
	Invoice: RK381626						OCT21 WAVE2GO FERRY CHARGES			
						119.30 53011212 543100	PATROL-TRAVEL/MEALS/LODGING			
						33.60 72011321 543100	ENG - C/E ADMIN TRAVEL EXPENSE			
						278.60 73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
							CHECK	506 TOTAL:		431.50
507	11/21/2021	EFT	5709	WEBCHECK INC	251860	INV-7071	10/31/2021	11/21/21		245.25
	Invoice: INV-7071						FIN/WEBCHECK SERVICE OCT 2021			
						122.62 43411341 541100	FIN - WATER ADMIN PROF SERVICE			
						122.63 43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK	507 TOTAL:		245.25

NUMBER OF CHECKS 16 *** CASH ACCOUNT TOTAL *** 104,415.14

	COUNT	AMOUNT
TOTAL EFT'S	16	104,415.14

*** GRAND TOTAL *** 104,415.14

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 170									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			18,596.08	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				104,415.14
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			2,242.50	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE			12,054.47	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 501-213000					ER&R-ACCOUNTS PAYABLE			39,073.86	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			27,910.07	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			442.91	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			3,760.00	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			90.00	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			122.62	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			122.63	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			104,415.14	104,415.14
APP 631-130000					DUE TO/FROM CLEARING			104,415.14	
11/21/2021	11/21/21	112121							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				18,596.08
11/21/2021	11/21/21	112121							
APP 650-130000					DUE TO/FROM CLEARING				2,242.50
11/21/2021	11/21/21	112121							
APP 104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G				12,054.47
11/21/2021	11/21/21	112121							
APP 501-130000					ER&R-DUE TO/FROM CLEARING				39,073.86
11/21/2021	11/21/21	112121							
APP 301-130000					DUE TO/FROM CLEARING				27,910.07
11/21/2021	11/21/21	112121							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				442.91
11/21/2021	11/21/21	112121							
APP 407-130000					DUE TO/FROM CLEARING				3,760.00
11/21/2021	11/21/21	112121							
APP 403-130000					DUE TO/FROM CLEARING				90.00
11/21/2021	11/21/21	112121							
APP 401-130000					DUE TO/FROM CLEARING				122.62
11/21/2021	11/21/21	112121							
APP 402-130000					DUE TO/FROM CLEARING				122.63

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
	11/21/2021	11/21/21	112121							
						SYSTEM GENERATED ENTRIES TOTAL			104,415.14	104,415.14
						JOURNAL 2021/11/170 TOTAL			208,830.28	208,830.28

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	170	11/21/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		18,596.08
001-213000			GENERAL - ACCOUNTS PAYABLE	18,596.08	
			FUND TOTAL	18,596.08	18,596.08
101 STREET FUND	2021 11	170	11/21/2021		
101-130000			STREETS - DUE TO/FROM CLEARING		442.91
101-213000			STREETS - ACCOUNTS PAYABLE	442.91	
			FUND TOTAL	442.91	442.91
104 CIVIC IMPROVEMENT FUND	2021 11	170	11/21/2021		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		12,054.47
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	12,054.47	
			FUND TOTAL	12,054.47	12,054.47
301 CAPITAL CONSTRUCTION FUND	2021 11	170	11/21/2021		
301-130000			DUE TO/FROM CLEARING		27,910.07
301-213000			ACCOUNTS PAYABLE	27,910.07	
			FUND TOTAL	27,910.07	27,910.07
401 WATER OPERATING FUND	2021 11	170	11/21/2021		
401-130000			DUE TO/FROM CLEARING		122.62
401-213000			ACCOUNTS PAYABLE	122.62	
			FUND TOTAL	122.62	122.62
402 SEWER OPERATING FUND	2021 11	170	11/21/2021		
402-130000			DUE TO/FROM CLEARING		122.63
402-213000			ACCOUNTS PAYABLE	122.63	
			FUND TOTAL	122.63	122.63
403 STORM & SURFACE WATER FUND	2021 11	170	11/21/2021		
403-130000			DUE TO/FROM CLEARING		90.00
403-213000			ACCOUNTS PAYABLE	90.00	
			FUND TOTAL	90.00	90.00
407 BUILDING & DEVELOPMENT FUND	2021 11	170	11/21/2021		
407-130000			DUE TO/FROM CLEARING		3,760.00
407-213000			ACCOUNTS PAYABLE	3,760.00	
			FUND TOTAL	3,760.00	3,760.00
501 EQUIPMENT RENTAL & REVOLVING	2021 11	170	11/21/2021		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
501-130000			ER&R-DUE TO/FROM CLEARING		39,073.86
501-213000			ER&R-ACCOUNTS PAYABLE	39,073.86	
			FUND TOTAL	39,073.86	39,073.86
631 CLEARING FUND	2021 11	170	11/21/2021		
631-130000			DUE TO/FROM CLEARING	104,415.14	
635-111100			CASH		104,415.14
			FUND TOTAL	104,415.14	104,415.14
650 AGENCY FUND	2021 11	170	11/21/2021		
650-130000			DUE TO/FROM CLEARING		2,242.50
650-213000			ACCOUNTS PAYABLE	2,242.50	
			FUND TOTAL	2,242.50	2,242.50

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		18,596.08
101	STREET FUND		442.91
104	CIVIC IMPROVEMENT FUND		12,054.47
301	CAPITAL CONSTRUCTION FUND		27,910.07
401	WATER OPERATING FUND		122.62
402	SEWER OPERATING FUND		122.63
403	STORM & SURFACE WATER FUND		90.00
407	BUILDING & DEVELOPMENT FUND		3,760.00
501	EQUIPMENT RENTAL & REVOLVING		39,073.86
631	CLEARING FUND	104,415.14	
650	AGENCY FUND		2,242.50
	TOTAL	104,415.14	104,415.14

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

JK

11/09/2021 07:55 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357680	11/09/2021	PRTD	8672	ALLSTREAM	251830	17789621	11/01/2021		11/07/21	815.53
	Invoice: 17789621						FIN/CITYWIDE PHN SVCS			
					815.53	41637891 542100	FIN - ALLOC TELEPHONE			
							CHECK	357680 TOTAL:		815.53
357681	11/09/2021	PRTD	47	BAINBRIDGE DISPOSAL	251831	0001140820	10/31/2021		11/07/21	2,290.63
	Invoice: 0001140820						CITYWIDE DISP SVCS			
					146.18	91011215 547900	GG-C/E-PD-GARBAGE			
					455.23	91011768 547900	GG-C/E-PARKS-GARBAGE			
					438.71	91425358 547900	GG-WWTP-GARBAGE(NOT BIOSOLIDS)			
					1,230.55	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
					9.98	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					9.98	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					251832	0001141009	10/31/2021		11/07/21	351.91
	Invoice: 0001141009						CITY HALL DISP SVCS OCT21			
					351.91	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
					251833	0001141066	10/31/2021		11/07/21	78.96
	Invoice: 0001141066						BIG BELLY DISP SVCS OCT21			
					78.96	91011189 547903	BIG BELLY SOLAR GARBAGE CANS			
							CHECK	357681 TOTAL:		2,721.50
357682	11/09/2021	PRTD	9902	BLOCK, KEVIN	251694	97442	11/01/2021		11/07/21	96.29
	Invoice: 97442						UB 12000 8733 POTLATCH AVENUE NE			
					96.29	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	357682 TOTAL:		96.29
357683	11/09/2021	PRTD	9898	BRANTING, REBECCA J	251660	97408	10/29/2021		11/07/21	361.23
	Invoice: 97408						UB 11969 717 MOJI LANE NW			
					361.23	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	357683 TOTAL:		361.23
357684	11/09/2021	PRTD	9894	GALLAGHER, PATRICK	251656	97404	10/29/2021		11/07/21	24.38
	Invoice: 97404						UB 10888 1921 WILLOW AVENUE NE			
					24.38	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	357684 TOTAL:		24.38
357685	11/09/2021	PRTD	9893	HEATON, DIANE	251655	97403	10/29/2021		11/07/21	80.34
	Invoice: 97403						UB 10247 639 GROW AVENUE NW			
					80.34	411 122100	WATER ACCOUNTS RECEIVABLE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

INVOICE DTL DESC

CHECK 357685 TOTAL: 80.34

357686 11/09/2021 PRTD 9895 HICKEY, JOHN 251657 97405 10/29/2021 11/07/21 24.89
Invoice: 97405
UB 11232 11778 YEOMALT POINT DRIVE NE
24.89 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 357686 TOTAL: 24.89

357687 11/09/2021 PRTD 8646 ISLAND HANDS 251834 2137 10/22/2021 11/07/21 13,870.09
Invoice: 2137
PW/2020-2023 JANITORIAL CONTRACT
13,662.03 73011183 54110000269 JANITORIAL CONTRACT-PRO SVCS
208.06 73425358 54110000269 JANITORIAL CONTRACT-PRO SVCS

CHECK 357687 TOTAL: 13,870.09

357688 11/09/2021 PRTD 1496 KITSAP COUNTY SEWER 251835 KCSD7-COBI-2021-OCT 10/22/2021 11/07/21 21,725.67
Invoice: KCSD7-COBI-2021-OCT
PW/OCT21 SEWER UTILITY CHARGE
21,725.67 73426356 551000 SIS-SD#7 PROCESSING CHGS

CHECK 357688 TOTAL: 21,725.67

357689 11/09/2021 PRTD 1505 KITSAP COUNTY TREASU 251840 OCT21 11/08/2021 11/07/21 43.95
Invoice: OCT21
OCT 2021 OUT COURT REMIT
36.95 41612860 586000 CRIME VICTIMS-OUT
7.00 41613860 586000 COUNTY LAW LIB - DISB OUT

CHECK 357689 TOTAL: 43.95

357690 11/09/2021 PRTD 9897 MC CRARY, JEAN 251659 97407 10/29/2021 11/07/21 121.86
Invoice: 97407
UB 11577 9085 FLETCHER BAY ROAD NE
121.86 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 357690 TOTAL: 121.86

357691 11/09/2021 PRTD 9896 MICHAEL, WILLIAM & J 251658 97406 10/29/2021 11/07/21 300.83
Invoice: 97406
UB 11345 5790 FOSTER ROAD NE
300.83 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 357691 TOTAL: 300.83

357692 11/09/2021 PRTD 9892 OLYMPIC PROPERTY MAN 251654 97402 10/29/2021 11/07/21 118.42
Invoice: 97402
UB 10081 466 IHLAND WAY NW
118.42 411 122100 WATER ACCOUNTS RECEIVABLE

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	357692 TOTAL:		118.42
357693	11/09/2021	PRTD	1205	PUGET SOUND ENERGY	251836	0727OCT21	10/29/2021		11/07/21	11.01
	Invoice: 0727OCT21					184 WINSLOW WAY W				
					11.01	91011739 547100 COMM EVENTS-ELECTRICITY				
					251843	9047OCT21	11/01/2021		11/07/21	28,942.51
	Invoice: 9047OCT21					CITY WIDE ENERGY SERVCS				
					258.30	71011183 54710000724 PD/COURT BLDG NON CAP-ELECTRIC				
					19.91	73416345 547100 CASEY STREET WTR-ELECTRICITY				
					2,028.36	91011189 547100 GG-C/E-CITY HALL-ELECTRIC				
					537.38	91011215 547100 GG-C/E-PD-ELECTRIC				
					176.44	91011255 547100 GG-C/E-COURT BLDG-ELECTRIC				
					24.99	91011557 547100 FARMS-ELECTRIC				
					11.01	91011739 547100 COMM EVENTS-ELECTRICITY				
					510.14	91011768 547100 GG-C/E-PARKS-ELECTRIC				
					2,002.88	91011897 547100 GG-C/E-O&M YARD FAC-ELECTRIC				
					11.84	91021182 547100 GG-OS-PROP MNGT-ELECTRIC				
					4,680.54	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
					435.91	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
					9,538.85	91411345 547100 GG-WTR-ELECTRIC				
					285.52	91415345 547100 GG-ROCKAWAY BCH-UTILITIES				
					2,246.89	91421355 547100 GG-SWR-ELECTRIC				
					6,130.66	91425358 547100 GG-WWTP-ELECTRIC				
					42.89	91435838 547100 GG-DECANT-ELECTRIC				
							CHECK	357693 TOTAL:		28,953.52
357694	11/09/2021	PRTD	9903	PUTNAM, DONALD & ELE	251695	97443	11/01/2021		11/07/21	259.78
	Invoice: 97443					UB 12526 3270 POINT WHITE DRIVE NE				
					259.78	421 122100 SEWER ACCOUNTS RECEIVABLE				
							CHECK	357694 TOTAL:		259.78
357695	11/09/2021	PRTD	2251	WA ST TREASURER	251841	OCT21	11/08/2021		11/07/21	2,031.39
	Invoice: OCT21					OCT 2021 OUT COURT REMIT				
					862.00	41611860 586000 PSEA 60% OUT				
					327.26	41610860 586000 PSEA 30% OUT				
					30.69	41619860 586000 PSEA 3 - STATE DISB OUT				
					101.44	41616860 586000 THEFT PRV&TR BRAIN INJ-OUT				
					46.55	41616860 586000 THEFT PRV&TR BRAIN INJ-OUT				
					265.18	41614860 586000 JUDICIAL INFO SYST.-OUT				
					50.60	41618860 586000 TRAUMA CARE-OUT				
					2.51	41612860 586311 DOM VIOLENCE PROT ORD VIOLATIO				
					96.35	41618860 586000 TRAUMA CARE-OUT				
					20.21	41618860 586000 TRAUMA CARE-OUT				
					114.81	41618860 586000 TRAUMA CARE-OUT				
					113.79	41615860 586961 STATE CRIME LAB				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					251842	OCT21 SBCC	11/08/2021		11/07/21	214.50
	Invoice: OCT21 SBCC					OCT 2021 OUT COURT REMIT - SBCC				
					214.50	41652860 586000 SBCC BLDG.-OUT				
								CHECK 357695 TOTAL:		2,245.89
357696	11/09/2021	PRTD	9899	WEBBER, DANA	251661	97409	10/29/2021		11/07/21	9.91
	Invoice: 97409					UB 12200 1845 SAKAI VILLAGE LOOP				
					9.91	411 122100 WATER ACCOUNTS RECEIVABLE				
								CHECK 357696 TOTAL:		9.91

NUMBER OF CHECKS 17 *** CASH ACCOUNT TOTAL *** 71,774.08

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	17	71,774.08

*** GRAND TOTAL *** 71,774.08

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 54									
APP 631-213000					ACCOUNTS PAYABLE			815.53	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				71,774.08
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			21,497.21	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			31,009.77	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			5,136.41	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			10,982.43	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			2,289.84	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			42.89	
11/09/2021 11/07/21		110921			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			71,774.08	71,774.08
APP 631-130000					DUE TO/FROM CLEARING			70,958.55	
11/09/2021 11/07/21		110921							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				21,497.21
11/09/2021 11/07/21		110921							
APP 402-130000					DUE TO/FROM CLEARING				31,009.77
11/09/2021 11/07/21		110921							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				5,136.41
11/09/2021 11/07/21		110921							
APP 401-130000					DUE TO/FROM CLEARING				10,982.43
11/09/2021 11/07/21		110921							
APP 650-130000					DUE TO/FROM CLEARING				2,289.84
11/09/2021 11/07/21		110921							
APP 403-130000					DUE TO/FROM CLEARING				42.89
11/09/2021 11/07/21		110921							
					SYSTEM GENERATED ENTRIES TOTAL			70,958.55	70,958.55
					JOURNAL 2021/11/54 TOTAL			142,732.63	142,732.63

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	54	11/09/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		21,497.21
001-213000			GENERAL - ACCOUNTS PAYABLE	21,497.21	
			FUND TOTAL	21,497.21	21,497.21
101 STREET FUND	2021 11	54	11/09/2021		
101-130000			STREETS - DUE TO/FROM CLEARING		5,136.41
101-213000			STREETS - ACCOUNTS PAYABLE	5,136.41	
			FUND TOTAL	5,136.41	5,136.41
401 WATER OPERATING FUND	2021 11	54	11/09/2021		
401-130000			DUE TO/FROM CLEARING		10,982.43
401-213000			ACCOUNTS PAYABLE	10,982.43	
			FUND TOTAL	10,982.43	10,982.43
402 SEWER OPERATING FUND	2021 11	54	11/09/2021		
402-130000			DUE TO/FROM CLEARING		31,009.77
402-213000			ACCOUNTS PAYABLE	31,009.77	
			FUND TOTAL	31,009.77	31,009.77
403 STORM & SURFACE WATER FUND	2021 11	54	11/09/2021		
403-130000			DUE TO/FROM CLEARING		42.89
403-213000			ACCOUNTS PAYABLE	42.89	
			FUND TOTAL	42.89	42.89
631 CLEARING FUND	2021 11	54	11/09/2021		
631-130000			DUE TO/FROM CLEARING	70,958.55	
631-213000			ACCOUNTS PAYABLE	815.53	
635-111100			CASH		71,774.08
			FUND TOTAL	71,774.08	71,774.08
650 AGENCY FUND	2021 11	54	11/09/2021		
650-130000			DUE TO/FROM CLEARING		2,289.84
650-213000			ACCOUNTS PAYABLE	2,289.84	
			FUND TOTAL	2,289.84	2,289.84

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		21,497.21
101	STREET FUND		5,136.41
401	WATER OPERATING FUND		10,982.43
402	SEWER OPERATING FUND		31,009.77
403	STORM & SURFACE WATER FUND		42.89
631	CLEARING FUND	70,958.55	
650	AGENCY FUND		2,289.84
	TOTAL	70,958.55	70,958.55

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

JK

11/10/2021 09:33 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
357697	11/10/2021	PRTD	7314 US BANK	251542	092821KB	09/28/2021	USB1021		130.00
	Invoice: 092821KB			130.00	33011161 544000	HR/NEOGOV/JOB AD BUILDING INSPECTOR HR-C/E-ADVERTISING			
				251543	092921KB	09/29/2021	USB1021		225.00
	Invoice: 092921KB			225.00	33011161 544000	HR/NEOGOV/JOB AD COURT SECURITY OFFICER HR-C/E-ADVERTISING			
				251544	093021KB	09/30/2021	USB1021		35.00
	Invoice: 093021KB			35.00	33011164 443410	HR/EVENT MRSC/WEBINAR HR-C/E-TRAINING EXP			
				251545	100421KB	10/04/2021	USB1021		125.00
	Invoice: 100421KB			125.00	33011161 544000	HR/NEOGOV/JOB AD HR ANALYST HR-C/E-ADVERTISING			
				251546	100421KB-A	10/04/2021	USB1021		225.00
	Invoice: 100421KB-A			225.00	33011161 544000	HR/NEOGOV/JOB AD PLANNER HR-C/E-ADVERTISING			
				251547	100621KB	10/06/2021	USB1021		90.00
	Invoice: 100621KB			90.00	33011161 544000	HR/CRAIGSLIST/JOB AD HR ANALYST HR-C/E-ADVERTISING			
				251548	101321KB	10/13/2021	USB1021		33.77
	Invoice: 101321KB			33.77	33011161 531100	HR/AMAZON/COMPUTER MOUSE HR-C/E-SUPPLIES			
				251549	101521KB	10/15/2021	USB1021		351.00
	Invoice: 101521KB			351.00	33011161 544000	HR/JOBS AVAILABLE/JOB AD ENGINEER HR-C/E-ADVERTISING			
				251550	101521KB-A	10/15/2021	USB1021		225.00
	Invoice: 101521KB-A			225.00	33011161 544000	HR/NEOGOV/JOB AD BUILDING INSPECTOR HR-C/E-ADVERTISING			
				251551	101821KB	10/18/2021	USB1021		130.00
	Invoice: 101821KB			130.00	33011161 544000	HR/NEOGOV/JOB AD HR ANALYST HR-C/E-ADVERTISING			
				251552	102021KB	10/20/2021	USB1021		492.12
	Invoice: 102021KB			492.12	33011161 544000	HR/LINKEDIN/JOB AD HR ANALYST HR-C/E-ADVERTISING			
				251553	092721MD-D	09/27/2021	USB1021		57.76
	Invoice: 092721MD-D			57.76	81011881 535100	IT/ADOBE/CREATIVE CLOUD SOFTWARE IT - C/E COMPUTER SOFTWARE			
				251554	092921MD	09/29/2021	USB1021		1,085.56
	Invoice: 092921MD			1,085.56	81011881 535500	IT/AMAZON/VIEWSONIC MONITORS IT - C/E COMPUTER PARTS & EQ			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				251555	093021MD	09/30/2021		USB1021	55.00
Invoice: 093021MD					IT/PAYPAL/TRAINING VIRTUAL MTGS - MD				
				55.00	81011881 443410 IT - C/E TRAINING				
				251556	100121MD	10/01/2021		USB1021	1,098.72
Invoice: 100121MD					IT/ZOHO CORP/MANAGE ENGINE SECURITY SW				
				1,098.72	81011881 535100 IT - C/E COMPUTER SOFTWARE				
				251557	100121MD-A	10/01/2021		USB1021	98.90
Invoice: 100121MD-A					IT/AMAZON/NEW SWITCH PATCH CABLES				
				98.90	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				251558	100121MD-B	10/01/2021		USB1021	218.58
Invoice: 100121MD-B					IT/ADOBE ACROPRO/ACROBAT PRO SW - DH				
				218.58	81011881 535100 IT - C/E COMPUTER SOFTWARE				
				251559	100421MD	10/04/2021		USB1021	1,961.55
Invoice: 100421MD					IT/ZOOM/VIDEOCONFERENCING SW				
				1,961.55	81011252 53510001069 COVID19-SOFTWARE				
				251560	100421MD-A	10/04/2021		USB1021	1,500.00
Invoice: 100421MD-A					IT/ESRI/TRAINING - GB - PORTAL				
				1,500.00	81011881 443410 IT - C/E TRAINING				
				251561	100421MD-B	10/04/2021		USB1021	141.65
Invoice: 100421MD-B					IT/AMAZON/THINKPAD BATTERY - EMILY CADY				
				141.65	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				251562	100621MD	10/06/2021		USB1021	206.98
Invoice: 100621MD					IT/AVTECH/SERVER ROOM MONITOR				
				206.98	81011881 531100 IT - C/E SUPPLIES				
				251563	100821MD	10/08/2021		USB1021	9.20
Invoice: 100821MD					IT/USPS/MAIL CELL PHONE TO DARIA HANSEN				
				9.20	81011881 542500 IT-C/E-ADM-POSTAGE				
				251564	101221MD	10/12/2021		USB1021	14.76
Invoice: 101221MD					IT/ZOOM/PARTIAL MONTH'S LICENSE				
				14.76	81011252 53510001069 COVID19-SOFTWARE				
				251565	101221MD-A	10/12/2021		USB1021	810.42
Invoice: 101221MD-A					IT/SURVEY MONKEY/ANNUAL SUBSCRIPTION				
				810.42	81011881 535100 IT - C/E COMPUTER SOFTWARE				
				251566	101321MD	10/13/2021		USB1021	54.49
Invoice: 101321MD					IT/AMAZON/LAPTOP STAND - PN				
				54.49	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				251567	101321MD-A	10/13/2021		USB1021	1,091.41
Invoice: 101321MD-A					IT/AMAZON/MONITORS, NOTEBOOK				
				1,091.41	81011881 535500 IT - C/E COMPUTER PARTS & EQ				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				251568	101321MD-B	10/13/2021		USB1021	59.99
			Invoice: 101321MD-B			IT/AMAZON/PHONE SCREEN PROTECTORS			
				59.99	81011881 531100	IT - C/E SUPPLIES			
				251569	101321MD-C	10/13/2021		USB1021	196.07
			Invoice: 101321MD-C			IT/ADOBE/ADOBE ACROBAT DC			
				196.07	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251570	101321MD-D	10/13/2021		USB1021	211.27
			Invoice: 101321MD-D			IT/ADOBE/ACROBAT DC - AS			
				211.27	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251571	101421MD	10/14/2021		USB1021	991.80
			Invoice: 101421MD			IT/ADOBE/CREATIVE CLOUD APPS - ANNUAL			
				991.80	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251572	101421MD-A	10/14/2021		USB1021	210.66
			Invoice: 101421MD-A			IT/ADOBE/ACROBAT DC - PN			
				210.66	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251573	101421MD-B	10/14/2021		USB1021	12.65
			Invoice: 101421MD-B			IT/ZOOM/VIDEOCONFERENCING PARTIAL MONTH			
				12.65	81011252 53510001069	COVID19-SOFTWARE			
				251574	101421MD-C	10/14/2021		USB1021	1,359.71
			Invoice: 101421MD-C			IT/ADOBE/CREATIVE CLOUD APPS - ANNUAL			
				1,359.71	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251575	101421MD-D	10/14/2021		USB1021	752.03
			Invoice: 101421MD-D			IT/AMAZON/IPSAD - SARGEANT KROON			
				752.03	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251576	101821MD	10/18/2021		USB1021	29.42
			Invoice: 101821MD			IT/AMAZON/LAPTOP STAND - AUTUMN SALAMACK			
				29.42	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251577	101821MD-A	10/18/2021		USB1021	111.04
			Invoice: 101821MD-A			IT/AMAZON/APPLE PENCIL, SCREEN PROTECTOR			
				111.04	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251578	101921MD	10/19/2021		USB1021	915.56
			Invoice: 101921MD			IT/AMAZON/VIEWSONIC MONITORS X4			
				915.56	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251579	101921MD-A	10/19/2021		USB1021	22.66
			Invoice: 101921MD-A			IT/AMAZON/IPAD MINI CASE - POLICE			
				22.66	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251580	102021MD	10/20/2021		USB1021	-991.80
			Invoice: 102021MD			IT/ADOBE/CREATIVE CLOUD SW CREDIT			
				-991.80	81011881 535100	IT - C/E COMPUTER SOFTWARE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				251581	102021MD-A	10/20/2021		USB1021	207.01
	Invoice: 102021MD-A				IT/ADOBE/ADOBE ACROBAT PRO				
				207.01	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251582	102021MD-B	10/20/2021		USB1021	784.76
	Invoice: 102021MD-B				IT/AMAZON/VIEWSONIC MONITORS X4				
				784.76	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251583	102121MD	10/21/2021		USB1021	44.64
	Invoice: 102121MD				IT/AMAZON/CALENDAR				
				44.64	81011881 531100	IT - C/E SUPPLIES			
				251584	102221MD	10/22/2021		USB1021	-196.07
	Invoice: 102221MD				IT/ADOBE/ADOBE PRO DC CREDIT				
				-196.07	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251585	102221MD-A	10/22/2021		USB1021	1,380.46
	Invoice: 102221MD-A				IT/ADOBE/CREATIVE CLOUD, 2 ADOBE PRO				
				1,380.46	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				251586	102521MD	10/25/2021		USB1021	98.08
	Invoice: 102521MD				IT/AMAZON/THINKPAD DOCKING STATION - EC				
				98.08	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251587	102521MD-A	10/25/2021		USB1021	14.15
	Invoice: 102521MD-A				IT/AMAZON/WALL CALENDAR 2022				
				14.15	81011881 531100	IT - C/E SUPPLIES			
				251588	102521MD-B	10/25/2021		USB1021	282.97
	Invoice: 102521MD-B				IT/AMAZON/LAPTOP STAND, KEYBOARD				
				282.97	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				251589	100121KG	10/01/2021		USB1021	38.20
	Invoice: 100121KG				ENG/WISDOM SUPPLY/2022 PLANNER				
				38.20	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				251590	100621KG	10/06/2021		USB1021	85.01
	Invoice: 100621KG				ENG/AMAZON/BURLAP SAND BAGS				
				85.01	72637319 53110000809	WATER QUAL FLOW MONIT-SUPPLIES			
				251591	100121KG-A	10/01/2021		USB1021	108.61
	Invoice: 100121KG-A				ENG/JL DARLING/RITE IN THE RAIN NOTEBOOKS				
				108.61	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				251592	101921KG	10/19/2021		USB1021	49.80
	Invoice: 101921KG				ALZHEIMER'S STORE/WELLNESS COMMITTEE PRIZE				
				49.80	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				251593	102021KG	10/20/2021		USB1021	80.00
	Invoice: 102021KG				ENG/ISI ENVISION SUST/MEMBERSHIP CM				
				80.00	72421351 549100	ENG - SEWER MISCELLANEOUS			

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						INVOICE DTL DESC			
				251594	102021KG-A	10/20/2021	USB1021		35.63
Invoice: 102021KG-A						AMAZON/WELLNESS COMMITTEE PRIZE			
				35.63	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				251595	102021KG-B	10/20/2021	USB1021		140.61
Invoice: 102021KG-B						ENG/PROJ MGMT INST/MEMBERSHIP CM			
				140.61	72421351 549100	ENG - SEWER MISCELLANEOUS			
				251596	102121KG	10/21/2021	USB1021		39.21
Invoice: 102121KG						AMAZON/WELLNESS COMMITTEE PRIZE			
				39.21	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				251597	102121KG-A	10/21/2021	USB1021		245.00
Invoice: 102121KG-A						ENG/ASCE PURCH/MEMBERSHIP CM			
				245.00	72111431 549100	ENG - ACCESS MGMT MISC			
				251598	100421CK	10/04/2021	USB1021		300.00
Invoice: 100421CK						PW/PY STORAGE/STORAGE RENTAL			
				300.00	73011189 545000	O&M - C/E FACIL RENTS & LEASES			
				251599	100621CK	10/06/2021	USB1021		337.96
Invoice: 100621CK						PW/WHITMAN CONTROLS/PRESSURE SWITCH			
				337.96	73425358 531100	O&M-WWTP-SUPPLIES			
				251600	100821CK	10/08/2021	USB1021		16.34
Invoice: 100821CK						PW/ADOBE/ADOBE PRO SUBSCRIPTION			
				16.34	73411345 549100	DUES/SUBSCRIPTIONS			
				251601	100821CK-A	10/08/2021	USB1021		990.02
Invoice: 100821CK-A						PW/PUMP PRODUCTS/PUMP VOLUTE			
				990.02	73425358 531100	O&M-WWTP-SUPPLIES			
				251602	101121CK	10/11/2021	USB1021		301.50
Invoice: 101121CK						PW/COMFORT INN/MOTEL 2 NIGHTS TRAINING CK			
				301.50	73411345 443410	O&M-WTR MAINT-TRAINING EXP			
				251603	101521CK	10/15/2021	USB1021		16.34
Invoice: 101521CK						PW/ADOBE/SUBSCRIPTION			
				16.34	73411345 549100	DUES/SUBSCRIPTIONS			
				251604	102221CK	10/22/2021	USB1021		-8.71
Invoice: 102221CK						PW/ADOBE/SUBSCRIPTION CREDIT			
				-8.71	73411345 549100	DUES/SUBSCRIPTIONS			
				251605	102221CK-A	10/22/2021	USB1021		-12.52
Invoice: 102221CK-A						PW/ADOBE/SUBSCRIPTION CREDIT			
				-12.52	73411345 549100	DUES/SUBSCRIPTIONS			
				251606	100721CK	10/07/2021	USB1021		30.36
Invoice: 100721CK						PW/APPLEBEES/TRAINING LUNCH			
				30.36	73411345 443410	O&M-WTR MAINT-TRAINING EXP			

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				INVOICE DTL DESC					
				251607	100821CK-B	10/08/2021		USB1021	42.88
Invoice: 100821CK-B				PW/APPLEBEES/TRAINING LUNCH					
				42.88	73411345 443410	O&M-WTR MAINT-TRAINING EXP			
				251608	092921AL	09/29/2021		USB1021	35.95
Invoice: 092921AL				EX/COSTCO/TEST SITE SUPPLIES					
				35.95	31011229 53110001069	TESTING-COVID19-SUPPLIES			
				251609	100421AL	10/04/2021		USB1021	13.65
Invoice: 100421AL				EX/AMAZON/TEST SITE SUPPLIES					
				13.65	31011229 53110001069	TESTING-COVID19-SUPPLIES			
				251610	100521AL	10/05/2021		USB1021	107.90
Invoice: 100521AL				EX/AMAZON/TEST SITE SUPPLIES					
				107.90	31011229 53110001069	TESTING-COVID19-SUPPLIES			
				251611	100621AL	10/06/2021		USB1021	107.82
Invoice: 100621AL				EX/AMAZON/TEST SITE SUPPLIES					
				107.82	31011229 53110001069	TESTING-COVID19-SUPPLIES			
				251612	100621AL-A	10/06/2021		USB1021	100.00
Invoice: 100621AL-A				EX/BI ROTARY/QUARTERLY DUES					
				100.00	31011256 549100	EX-GF-EMERG PREP-DUES/SUBSCRIP			
				251613	100621AL-B	10/06/2021		USB1021	2,475.20
Invoice: 100621AL-B				EX/PREPCONNECT/MYN BOOKLETS					
				2,475.20	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				251614	100721AL	10/07/2021		USB1021	148.00
Invoice: 100721AL				EX/NCSI/VOLUNTEER BACKGROUND CHECKS					
				148.00	31011229 54110001069	COVID19 TESTING-PROF SVCS			
				251615	101321AL	10/13/2021		USB1021	14.25
Invoice: 101321AL				EX/WALGREENS/TEST SITE SUPPLIES					
				14.25	31011229 53110001069	TESTING-COVID19-SUPPLIES			
				251616	101321AL-A	10/13/2021		USB1021	5.62
Invoice: 101321AL-A				EX/ACE HARDWARE/KEY COPIES FOR HUBS					
				5.62	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				251618	100721DP	10/07/2021		USB1021	70.00
Invoice: 100721DP				FIN/GFOA/ARPA FUNDS UNITS TRAINING DP					
				70.00	41011144 443410	FIN - C/E TRAINING			
				251619	102021DP	10/20/2021		USB1021	205.00
Invoice: 102021DP				FIN/ACFE/CFE ANNUAL MEMBERSHIP					
				205.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				251620	100121JR	10/01/2021		USB1021	900.00
Invoice: 100121JR				PCD/STORAGE98110/RENT ARCHIVE STORAGE UNITS					
				900.00	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			

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						INVOICE DTL DESC			
				251621	092821JR	09/28/2021		USB1021	378.00
	Invoice: 092821JR					PCD/PRYOR LEARNING/2 YEAR SUBSCR - JR			
				378.00	61011584 443410	PCD - C/E ADM TRAINING			
				251622	092821JR-A	09/28/2021		USB1021	378.00
	Invoice: 092821JR-A					PCD/PRYOR LEARNING/2 YEAR SUBSCR - MS			
				378.00	62471594 443410	BLDG-TRAINING			
				251623	092921JR	09/29/2021		USB1021	129.45
	Invoice: 092921JR					PCD/CLICK2MAIL/LEGAL NOTICING PLN51711A			
				129.45	63470586 544000	CUR-DEV-ZONING-ADV			
				251624	101121JR	10/11/2021		USB1021	25.00
	Invoice: 101121JR					PCD/ICC/CLIMATE CHANGE CONF - DE			
				25.00	62471594 443410	BLDG-TRAINING			
				251625	101421JR	10/14/2021		USB1021	19.91
	Invoice: 101421JR					PCD/CLICK2MAIL/LEGAL NOTICING PLN51965			
				19.91	63470586 544000	CUR-DEV-ZONING-ADV			
				251626	102021JR	10/20/2021		USB1021	34.54
	Invoice: 102021JR					PCD/AMAZON/ONLINE PERMIT LAUNCH SUPPLIES			
				34.54	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
				251627	102021JR-A	10/20/2021		USB1021	14.99
	Invoice: 102021JR-A					PCD/AMAZON/ONLINE PERMIT LAUNCH SUPPLIES			
				14.99	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
				251628	100121MS	10/01/2021		USB1021	32.65
	Invoice: 100121MS					PCD/AMAZON/COMMENT BOX			
				32.65	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				251629	100121MS-A	10/01/2021		USB1021	52.18
	Invoice: 100121MS-A					PCD/AMAZON/AC ADAPTER BATTERY CHARGER			
				52.18	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				251630	100421MS	10/04/2021		USB1021	19.61
	Invoice: 100421MS					PCD/AMAZON/WALL CALENDAR			
				19.61	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				251631	100421MS-A	10/04/2021		USB1021	46.78
	Invoice: 100421MS-A					PD/AMAZON/DESK CALENDERS, MINTS			
				46.78	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				251632	100421MS-B	10/04/2021		USB1021	109.91
	Invoice: 100421MS-B					PCD/AMAZON/WIRELESS KEYBOARD, BRUSH			
				109.91	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				251633	101321MS	10/13/2021		USB1021	19.61
	Invoice: 101321MS					PCD/AMAZON/WIRELESS MOUSE			
				19.61	61011581 531100	PCD - C/E ADMIN SUPPLIES			

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					INVOICE DTL DESC				
				251634	102221MS	10/22/2021		USB1021	29.31
	Invoice: 102221MS				PCD/AMAZON/WALL CLOCK, CALENDAR				
				29.31	61011581 531100 PCD - C/E ADMIN SUPPLIES				
				251635	100621KS	10/06/2021		USB1021	15.00
	Invoice: 100621KS				FIN/PSFOA/GASB 87 TRAINING-KS				
				15.00	41011144 443410 FIN - C/E TRAINING				
				251636	101121KS	10/11/2021		USB1021	15.00
	Invoice: 101121KS				FIN/PSFOA/GASB 87 TRAINING-BH				
				15.00	41011144 443410 FIN - C/E TRAINING				
				251637	101121KS-A	10/11/2021		USB1021	15.00
	Invoice: 101121KS-A				FIN/PSFOA/GASB 87 TRAINING-JK				
				15.00	41011144 443410 FIN - C/E TRAINING				
				251638	101121KS-B	10/11/2021		USB1021	15.00
	Invoice: 101121KS-B				FIN/PSFOA/GASB 87 TRAINING-CF				
				15.00	41011144 443410 FIN - C/E TRAINING				
				251639	101321KS	10/13/2021		USB1021	506.90
	Invoice: 101321KS				FIN/WOLTERS KLUWAR/2022 GOVT GAAP GUIDE				
				506.90	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				251640	101821KS	10/18/2021		USB1021	420.00
	Invoice: 101821KS				FIN/GFOA/INTER GOVT ACCOUNTING CLASS - JK				
				420.00	41011144 443410 FIN - C/E TRAINING				
				251691	100821KD	10/08/2021		USB1021	76.30
	Invoice: 100821KD				EX/CONSTANT CONTACT/CITY MANAGER SUBSCRIPTION				
				76.30	31011572 549100 OUTREACH DUES, SUBS& MEMBER				
				251692	101121KD	10/11/2021		USB1021	35.00
	Invoice: 101121KD				EX/MRSC/ONLINE WORKSHOP				
				35.00	31011572 443410 EX-GF-OUTREACH-TRAINING				
				251693	101521KD	10/15/2021		USB1021	784.80
	Invoice: 101521KD				EX/DROPBOX/FILE SHARING FOR PROJECTS				
				784.80	31011572 54910001184 CITY MNGR VIDEO UPDATE-SUBSCRI				
				251696	092921DM	09/29/2021		USB1021	685.72
	Invoice: 092921DM				PW/EFAVORMART.COM/DISPOSABLE FACE MASKS				
				685.72	73637891 531100 OFFICE SUPPLIES				
				251697	100721DM	10/07/2021		USB1021	186.63
	Invoice: 100721DM				PW/SITE ONE LANDSCAPE/IRRIGATION SUPPLIES				
				186.63	73011189 531100 O&M - C/E FACIL OFC SUPPLIES				
				251698	102221DM	10/22/2021		USB1021	981.00
	Invoice: 102221DM				PW/THE BAG LADY/SANDBAGS				
				981.00	73431835 531100 OFFICE SUPPLIES				

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				INVOICE DTL DESC					
				251699	102521DM	10/25/2021		USB1021	723.33
Invoice: 102521DM				PW/PACIFIC RUBBER/DUROMETER SHEET RUBBER					
				723.33	73425358 531100	O&M-WWTP-SUPPLIES			
				251731	102021PN	10/20/2021		USB1021	50.00
Invoice: 102021PN				EXCC/NNA SERVICES/NATIONAL NOTARY BOND					
				50.00	36011143 549100	CLERK-DUES/SUBSCR/MEMBRSHPS			
				251732	102221PN	10/22/2021		USB1021	115.00
Invoice: 102221PN				EXCC/INTER INSTIT MUNICIPAL CLERKS/ANNUAL DUES					
				115.00	36011143 549100	CLERK-DUES/SUBSCR/MEMBRSHPS			
				251738	100321BK	10/03/2021		USB1021	41.50
Invoice: 100321BK				EX/JAKE CRAW FISH/LUNCH					
				41.50	31011134 443410	EX-GF-TRAINING			
				251739	100621BK	10/06/2021		USB1021	8.00
Invoice: 100621BK				EX/CITY CTR PARKING/PARKING ICMA CONFERENCE					
				8.00	31011134 443410	EX-GF-TRAINING			
				251740	100621BK-A	10/06/2021		USB1021	675.12
Invoice: 100621BK-A				EX/HYATT REGENCY/ICMA CONFERENCE HOTEL					
				675.12	31011134 443410	EX-GF-TRAINING			
				251741	101321BK	10/06/2021		USB1021	39.24
Invoice: 101321BK				EX/RED CEDAR CAFE/LUNCH WITH C MORIWAKI					
				39.24	31011131 531100	EX-GF-SUPPLIES			
				251742	102221BK	10/22/2021		USB1021	1,400.00
Invoice: 102221BK				EX/ICMA/ANNUAL MEMBERSHIP					
				1,400.00	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
				251743	102221BK-A	10/22/2021		USB1021	54.36
Invoice: 102221BK-A				EX/BLACKBIRD BAKERY/LEADERSHIP TEAM MTG PCD					
				54.36	31011131 531100	EX-GF-SUPPLIES			
				251744	100721RL	10/07/2021		USB1021	201.21
Invoice: 100721RL				EX/SPEEDY BUTTONS/REAC STICKERS					
				201.21	31011572 53110001064	RETF-SUPPLIES			
				251745	100721RL-A	10/07/2021		USB1021	109.00
Invoice: 100721RL-A				LEGAL/LEXISNEXIS/ONLINE LEGAL SUBSCRIPTION					
				109.00	32011152 549100	LGL-GF-DUES & SUBSCRIPTIONS			
				251746	101321RL	10/13/2021		USB1021	33.73
Invoice: 101321RL				FIN/AMAZON/ELECTRIC KETTLE					
				33.73	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				251747	092821BB	09/28/2021		USB1021	49.58
Invoice: 092821BB				POL/STAPLES/REIFORCED FOLDERS					
				49.58	51011211 531100	PD-C/E-ADM-SUPPLIES			

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					INVOICE DTL DESC				
				251748	100221BB	10/02/2021		USB1021	376.00
	Invoice: 100221BB				POL/RELIABLE STORAGE/STORAGE UNIT RENT				
				376.00	53011212 545000	POLICE - C/E PATROL RENTS			
				251749	100221BB-A	10/02/2021		USB1021	40.00
	Invoice: 100221BB-A				POL/GOOD2GO/TRANSPONDER ACCT REPLENISHMENT				
				40.00	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251750	100521BB	10/05/2021		USB1021	258.00
	Invoice: 100521BB				POL/SAVAGE TRAINING GRP/TRAINING REGIST BURNHAM				
				258.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				251751	100521BB-A	10/05/2021		USB1021	674.71
	Invoice: 100521BB-A				POL/AMAZON/MACRO LENS				
				674.71	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251752	100621BB	10/06/2021		USB1021	104.09
	Invoice: 100621BB				POL/AMAZON/JOYSTICK HEAD				
				104.09	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251753	100721BB	10/07/2021		USB1021	236.48
	Invoice: 100721BB				POL/AMAZON/NIKKOR LENS				
				236.48	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251754	100721BB-A	10/07/2021		USB1021	435.37
	Invoice: 100721BB-A				POL/AMAZON/BATTERY, FLASH, TRIPOD				
				435.37	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251755	100721BB-B	10/07/2021		USB1021	65.66
	Invoice: 100721BB-B				POL/AMAZON/MEMORY CARDS				
				65.66	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251756	100921BB	10/09/2021		USB1021	10.06
	Invoice: 100921BB				POL/AMAZON/MEMORY CARD BOX				
				10.06	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251757	101721BB	10/17/2021		USB1021	6.52
	Invoice: 101721BB				POL/WALGREENS/PUMPKI CANDY BOWLS				
				6.52	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				251758	101621BB	10/26/2021		USB1021	97.94
	Invoice: 101621BB				POL/COSTCO WHOLESALE/HALLOWEEN CANDY				
				97.94	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				251759	101721BB-A	10/17/2021		USB1021	5.23
	Invoice: 101721BB-A				POL/GOODWILL IND/KITCHEN CUTLERY				
				5.23	51011215 531100	POLICE - C/E FACIL SUPPLIES			
				251760	101821BB	10/18/2021		USB1021	60.00
	Invoice: 101821BB				POL/PCC/CONFER REGISTRATION ALLEN				
				60.00	55011757 443410	PD-HARBORMASTER-TRAINING			

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						INVOICE DTL DESC			
				251761	102321BB	10/23/2021		USB1021	508.50
Invoice: 102321BB						POL/TRI-TECH FORENSICS/EVIDENCE BAGS			
				508.50	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251762	102221BB	10/22/2021		USB1021	147.15
Invoice: 102221BB						POL/AMAZON/EXAM GLOVES			
				147.15	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				251763	092621JC	09/26/2021		USB1021	20.40
Invoice: 092621JC						POL/WSDOT FERRIES/PASSAGE TO SEATTLE			
				20.40	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251764	092721JC	09/27/2021		USB1021	13.52
Invoice: 092721JC						POL/PANDA EXPRESS/MEAL			
				13.52	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251765	092821JC	09/28/2021		USB1021	23.36
Invoice: 092821JC						POL/CHILI'S SPOKANE/MEAL			
				23.36	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251766	092821JC-A	09/28/2021		USB1021	15.75
Invoice: 092821JC-A						POL/WHITE HOUSE GRILL/MEAL			
				15.75	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251767	092821JC-B	09/28/2021		USB1021	12.84
Invoice: 092821JC-B						POL/SUBWAY/MEAL			
				12.84	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251768	092821JC-C	09/28/2021		USB1021	10.45
Invoice: 092821JC-C						POL/STARBUCKS/MEAL			
				10.45	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251769	092821JC-D	09/28/2021		USB1021	23.62
Invoice: 092821JC-D						POL/BORRACHO/MEAL			
				23.62	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251770	093021JC	09/30/2021		USB1021	12.19
Invoice: 093021JC						POL/PANDA EXPRESS/MEAL			
				12.19	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251771	092921JC	09/29/2021		USB1021	9.70
Invoice: 092921JC						POL/STARBUCKS/MEAL			
				9.70	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251772	100121JC	10/01/2021		USB1021	16.80
Invoice: 100121JC						POL/WSDOT FERRIES/PASSAGE TO KITSAP			
				16.80	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251773	100121JC-A	10/01/2021		USB1021	8.08
Invoice: 100121JC-A						POL/MCDONALDS/MEAL			
				8.08	51011191 443410	PD-C/E-PROP RM-TRAINING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				251774	100121JC-B	10/01/2021		USB1021	778.85
			Invoice: 100121JC-B			POL/<ARRIOT DAVENPORT/LODGING 5 NIGHTS, PARKING			
				778.85	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251775	100121JC-C	10/01/2021		USB1021	10.46
			Invoice: 100121JC-C			POL/STARBUCKS/MEAL			
				10.46	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251776	100121JC-D	10/01/2021		USB1021	12.92
			Invoice: 100121JC-D			POL/TACO BELL/MEAL			
				12.92	51011191 443410	PD-C/E-PROP RM-TRAINING			
				251777	101821JC	10/18/2021		USB1021	7.38
			Invoice: 101821JC			USPS/CERTIFIED MAIL			
				7.38	91011215 542500	GG-C/E-PD-POSTAGE			
				251779	102221JF	10/22/2021		USB1021	695.00
			Invoice: 102221JF			POL/FBI LEEDA/LEADER INSTITUTE REGISTRATION			
				695.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				251780	092721EP	09/27/2021		USB1021	380.68
			Invoice: 092721EP			POL/SCP CO SPRINGS HOTEL/LODGING			
				380.68	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251781	092721EP-A	09/27/2021		USB1021	378.20
			Invoice: 092721EP-A			POL/DELTA AIRLINES/AIRFARE EP			
				378.20	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251782	092721EP-B	09/27/2021		USB1021	378.20
			Invoice: 092721EP-B			POL/DELTA AIRLINES/AIRFARE MD			
				378.20	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251783	092721EP-C	09/27/2021		USB1021	378.20
			Invoice: 092721EP-C			POL/DELTA AIRLINES/AIRFARE PRISONER			
				378.20	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251784	092721EP-D	09/27/2021		USB1021	138.20
			Invoice: 092721EP-D			POL/UNITED AIRLINES/EP			
				138.20	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251785	092721EP-E	09/27/2021		USB1021	138.20
			Invoice: 092721EP-E			POL/UNITED AIRLINES/AIRFARE MD			
				138.20	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251786	092821EP	09/28/2021		USB1021	65.39
			Invoice: 092821EP			POL/SHELL/FUEL			
				65.39	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251787	092921EP	09/29/2021		USB1021	84.76
			Invoice: 092921EP			POL/HERTZ RENTAL CAR/RENTAL CAR 1 DAY			
				84.76	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				251788	093021EP	09/30/2021		USB1021	3.51
Invoice: 093021EP						POL/HUDSON NEWS/WATER			
				3.51	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251789	093021EP-A	09/30/2021		USB1021	51.92
Invoice: 093021EP-A						POL/EDELWEISS/MEALS EP, MD			
				51.92	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251790	100121EP	10/01/2021		USB1021	30.16
Invoice: 100121EP						POL/CRACKER BARREL/MEAL			
				30.16	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251791	100121EP-A	10/01/2021		USB1021	64.00
Invoice: 100121EP-A						POL/SEA-TAC PARKING/PARKING			
				64.00	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251792	100121EP-B	10/01/2021		USB1021	13.92
Invoice: 100121EP-B						POL/KUM & GO/FUEL			
				13.92	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251793	100121EP-C	10/01/2021		USB1021	21.25
Invoice: 100121EP-C						POL/PIKE'S PERK/MEALS EP, MD			
				21.25	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251794	093021EP-B	09/30/2021		USB1021	17.04
Invoice: 093021EP-B						POL/POUR LA FRANCE/MEAL			
				17.04	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			
				251795	100621WS	10/06/2021		USB1021	341.16
Invoice: 100621WS						POL/GALLS/TOURNIQUETS X12			
				341.16	53011212 531100	PD-C/E-PATROL SUPPLIES			
				251796	100521WS	10/05/2021		USB1021	294.00
Invoice: 100521WS						POL/PAYPAL/NTOA TRAINING REGISTRATION WS			
				294.00	53011212 443410	POLICE - C/E PATROL TRAINING			
				251797	102121WS	10/21/2021		USB1021	117.48
Invoice: 102121WS						POL/OPTICS PLANET/HOLSTER, HANDCUFF POUCH KOON			
				117.48	51011211 520000	PD-C/E ADMIN-BENEFITS			
				251798	102221WS	10/22/2021		USB1021	186.37
Invoice: 102221WS						POL/GALLS/JACKET KOON			
				186.37	51011211 520000	PD-C/E ADMIN-BENEFITS			
				251799	102221WS-A	10/22/2021		USB1021	2,158.40
Invoice: 102221WS-A						POL/OFFICE CHAIRS UNLIM/SQUAD ROOM CHAIRS X4			
				2,158.40	53011212 531100	PD-C/E-PATROL SUPPLIES			
				251800	093021BS	09/30/2021		USB1021	17.80
Invoice: 093021BS						POL/AMAZON/BILGE PUMP ROCKER SWITCH			
				17.80	54025212 531100	MARINE - SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				251801	093021BS-A	09/30/2021		USB1021	90.66
	Invoice: 093021BS-A				POL/AMAZON/BILGE PUMP				
				90.66	54025212 531100	MARINE - SUPPLIES			
				251802	093021BS-B	09/30/2021		USB1021	12.95
	Invoice: 093021BS-B				POL/AMAZON/SEALANT				
				12.95	54025212 531100	MARINE - SUPPLIES			
				251803	100421BS	10/04/2021		USB1021	64.20
	Invoice: 100421BS				POL/AMAZON/VHF ANTENNA				
				64.20	54025212 531100	MARINE - SUPPLIES			
				251804	100921BS	10/09/2021		USB1021	472.74
	Invoice: 100921BS				POL/PORT OF BROWNSVILLE/M8 FUEL				
				472.74	54025212 532000	MARINE - FUEL			
				251805	101621BS	10/16/2021		USB1021	32.69
	Invoice: 101621BS				POL/ACE HARDWARE/KEROSENE				
				32.69	54025212 532000	MARINE - FUEL			
				251807	092721ZB	09/27/2021		USB1021	19.95
	Invoice: 092721ZB				IN DISPUTE - FRAUDULENT CHARGE				
				19.95	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				251808	092921ZB	09/29/2021		USB1021	27.24
	Invoice: 092921ZB				POL/Z-BONES/K9 TREAT TOY				
				27.24	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				251809	101321ZB	10/13/2021		USB1021	64.36
	Invoice: 101321ZB				POL/CHEWY/K9 FOOD				
				64.36	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				251810	101321ZB-A	10/13/2021		USB1021	17.71
	Invoice: 101321ZB-A				IN DISPUTE - FRAUDULENT CHARGE				
				17.71	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				251811	101521ZB	10/15/2021		USB1021	22.90
	Invoice: 101521ZB				IN DISPUTE - FRAUDULENT CHARGE				
				22.90	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				251812	101421ZB	10/14/2021		USB1021	18.47
	Invoice: 101421ZB				IN DISPUTE - FRAUDULENT CHARGE				
				18.47	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				251813	101621ZB	10/16/2021		USB1021	15.60
	Invoice: 101621ZB				POL/SALTY DOG WASH/K9 NAIL TRIM, BATH				
				15.60	53011212 54110000962	TRACKING CANINE-PROF SVCS			
				251814	102321ZB	10/23/2021		USB1021	64.37
	Invoice: 102321ZB				POL/CHEWY/K9 FOOD				
				64.37	53011212 53110000962	TRACKING CANINE-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				251837	102021JC	10/20/2021		USB1021	6.25
			Invoice: 102021JC			POL/TACOMA NARROWS BRIDGE/TOLL			
				6.25	51011191 543100	PD-C/E-PROP RM-TRAVEL			
				251838	102021JC-A	10/20/2021		USB1021	50.00
			Invoice: 102021JC-A			POL/US MARKET/FUEL			
				50.00	51011191 543100	PD-C/E-PROP RM-TRAVEL			
				251839	102121JC	10/21/2021		USB1021	21.30
			Invoice: 102121JC			POL/IN AND OUT BURGER/MEAL			
				21.30	51011191 543100	PD-C/E-PROP RM-TRAVEL			
				251863	092721JL	09/27/2021		USB1021	102.96
			Invoice: 092721JL			LEGAL/WSAMA/WSAMA FALL CONFERENCE REG			
				102.96	32011154 443410	LGL-GF-TRAINING			
							CHECK	357697 TOTAL:	43,570.14
					NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		43,570.14

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	43,570.14

*** GRAND TOTAL *** 43,570.14

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 85									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			37,413.41	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				43,570.14
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			770.73	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			2,271.92	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			245.00	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			386.19	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			1,501.89	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			981.00	
11/10/2021	USB1021	111021			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			43,570.14	43,570.14
APP 631-130000					DUE TO/FROM CLEARING			42,799.41	
11/10/2021	USB1021	111021							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				37,413.41
11/10/2021	USB1021	111021							
APP 402-130000					DUE TO/FROM CLEARING				2,271.92
11/10/2021	USB1021	111021							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				245.00
11/10/2021	USB1021	111021							
APP 401-130000					DUE TO/FROM CLEARING				386.19
11/10/2021	USB1021	111021							
APP 407-130000					DUE TO/FROM CLEARING				1,501.89
11/10/2021	USB1021	111021							
APP 403-130000					DUE TO/FROM CLEARING				981.00
11/10/2021	USB1021	111021							
					SYSTEM GENERATED ENTRIES TOTAL			42,799.41	42,799.41
					JOURNAL 2021/11/85 TOTAL			86,369.55	86,369.55

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	85	11/10/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		37,413.41
001-213000			GENERAL - ACCOUNTS PAYABLE	37,413.41	
			FUND TOTAL	37,413.41	37,413.41
101 STREET FUND	2021 11	85	11/10/2021		
101-130000			STREETS - DUE TO/FROM CLEARING		245.00
101-213000			STREETS - ACCOUNTS PAYABLE	245.00	
			FUND TOTAL	245.00	245.00
401 WATER OPERATING FUND	2021 11	85	11/10/2021		
401-130000			DUE TO/FROM CLEARING		386.19
401-213000			ACCOUNTS PAYABLE	386.19	
			FUND TOTAL	386.19	386.19
402 SEWER OPERATING FUND	2021 11	85	11/10/2021		
402-130000			DUE TO/FROM CLEARING		2,271.92
402-213000			ACCOUNTS PAYABLE	2,271.92	
			FUND TOTAL	2,271.92	2,271.92
403 STORM & SURFACE WATER FUND	2021 11	85	11/10/2021		
403-130000			DUE TO/FROM CLEARING		981.00
403-213000			ACCOUNTS PAYABLE	981.00	
			FUND TOTAL	981.00	981.00
407 BUILDING & DEVELOPMENT FUND	2021 11	85	11/10/2021		
407-130000			DUE TO/FROM CLEARING		1,501.89
407-213000			ACCOUNTS PAYABLE	1,501.89	
			FUND TOTAL	1,501.89	1,501.89
631 CLEARING FUND	2021 11	85	11/10/2021		
631-130000			DUE TO/FROM CLEARING	42,799.41	
631-213000			ACCOUNTS PAYABLE	770.73	
635-111100			CASH		43,570.14
			FUND TOTAL	43,570.14	43,570.14

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		37,413.41
101	STREET FUND		245.00
401	WATER OPERATING FUND		386.19
402	SEWER OPERATING FUND		2,271.92
403	STORM & SURFACE WATER FUND		981.00
407	BUILDING & DEVELOPMENT FUND		1,501.89
631	CLEARING FUND	42,799.41	
	TOTAL	42,799.41	42,799.41

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

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357698	11/15/2021	PRTD	551	CENTURYLINK	251879	0225NOV21	11/02/2021		M111521	127.84
	Invoice: 0225NOV21				127.84	91011897 542100	O&M FIRE ALARM MONIT GG-C/E-O&M YARD FAC-PHONE			
					251880	0456NOV21	11/02/2021		M111521	84.99
	Invoice: 0456NOV21				84.99	91421891 542100	VILLAGE SEWER PUMP GG-SWR-FAC-PHONE			
					251881	0754NOV21	11/02/2021		M111521	65.94
	Invoice: 0754NOV21				65.94	91411891 542100	FLETCHER BAY WELL TELEM GG-WTR-FAC-PHONE			
					251882	1745NOV21	11/02/2021		M111521	60.31
	Invoice: 1745NOV21				60.31	91011189 542100	CH ELEVATOR SVC LINE GG-C/E-CITY HALL-PHONE			
					251883	3736NOV21	11/02/2021		M111521	127.84
	Invoice: 3736NOV21				127.84	91011189 542100	CH FIRE ALARM MONIT GG-C/E-CITY HALL-PHONE			
					251884	5211NOV21	11/02/2021		M111521	218.04
	Invoice: 5211NOV21				218.04	91011215 542100	POL PHN SRVCS GG-C/E-PD-PHONE			
					251885	8731NOV21	11/02/2021		M111521	64.13
	Invoice: 8731NOV21				64.13	91011755 542100	COMMONS FIRE ALARM MONIT GG-C/E-COMMONS-PHONE			
					251886	9136NOV21	11/02/2021		M111521	165.95
	Invoice: 9136NOV21				165.95	91011189 542100	CH SECURITY ALARM MONIT GG-C/E-CITY HALL-PHONE			
					251887	9791NOV21	11/02/2021		M111521	137.80
	Invoice: 9791NOV21				137.80	91011215 542100	POL TI MANDUS GG-C/E-PD-PHONE			
					251888	9840NOV21	11/02/2021		M111521	65.94
	Invoice: 9840NOV21				65.94	91411891 542100	HEAD OF BAY WELL TELEM GG-WTR-FAC-PHONE			
					251889	9858NOV21	11/02/2021		M111521	50.35
	Invoice: 9858NOV21				50.35	91411891 542100	SANDS AVE WELL TELEM GG-WTR-FAC-PHONE			
					251891	8834NOV21	11/04/2021		M111521	84.99
	Invoice: 8834NOV21				84.99	91411891 542100	259 FERNCLIFF PRV TELEM GG-WTR-FAC-PHONE			
							CHECK	357698 TOTAL:		1,254.12

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357699	11/15/2021	PRTD	5890	SEALEVEL BULKHEAD BU	251942	PAYREQ3-FINAL-01116	11/03/2021		M111521	117,277.80
	Invoice: PAYREQ3-FINAL-01116					ENG/COUNTRY CLUB RD BULKHEAD SPOT				
					117,277.80	72321955 66300001116 CC BULKHEAD SPOT RPR-CONSTR				
								CHECK	357699 TOTAL:	117,277.80
357700	11/15/2021	PRTD	1485	VERIZON WIRELESS	251890	9891916088	11/01/2021		M111521	5,036.08
	Invoice: 9891916088					CITY WIDE WIRELESS SRVCS				
					1,279.02	91011189 54210001069 COVID19-ADD'L CELL PHONES				
					120.03	73411345 542100 O&M-WTR MAINT-PHONE/POSTAGE				
					92.26	72637319 54210000809 WATER QUAL FLOW MONIT-MODEM				
					3,544.77	91011189 542100 GG-C/E-CITY HALL-PHONE				
					251961	9891916089	11/01/2021		M111521	78.50
	Invoice: 9891916089					ENG/MODEM LINES: C BERG PRJ				
					78.50	72637319 54210000809 WATER QUAL FLOW MONIT-MODEM				
								CHECK	357700 TOTAL:	5,114.58
						NUMBER OF CHECKS 3		*** CASH ACCOUNT TOTAL ***		123,646.50

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	123,646.50

*** GRAND TOTAL *** 123,646.50

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2021 11 111									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			5,725.70	
11/15/2021	M111521	111521			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				123,646.50
11/15/2021	M111521	111521			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			84.99	
11/15/2021	M111521	111521			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			387.25	
11/15/2021	M111521	111521			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			117,277.80	
11/15/2021	M111521	111521			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			170.76	
11/15/2021	M111521	111521			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			123,646.50	123,646.50
APP 631-130000					DUE TO/FROM CLEARING			123,475.74	
11/15/2021	M111521	111521							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				5,725.70
11/15/2021	M111521	111521							
APP 402-130000					DUE TO/FROM CLEARING				84.99
11/15/2021	M111521	111521							
APP 401-130000					DUE TO/FROM CLEARING				387.25
11/15/2021	M111521	111521							
APP 301-130000					DUE TO/FROM CLEARING				117,277.80
11/15/2021	M111521	111521							
					SYSTEM GENERATED ENTRIES TOTAL			123,475.74	123,475.74
					JOURNAL 2021/11/111 TOTAL			247,122.24	247,122.24

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	111	11/15/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		5,725.70
001-213000			GENERAL - ACCOUNTS PAYABLE	5,725.70	
			FUND TOTAL	5,725.70	5,725.70
301 CAPITAL CONSTRUCTION FUND	2021 11	111	11/15/2021		
301-130000			DUE TO/FROM CLEARING		117,277.80
301-213000			ACCOUNTS PAYABLE	117,277.80	
			FUND TOTAL	117,277.80	117,277.80
401 WATER OPERATING FUND	2021 11	111	11/15/2021		
401-130000			DUE TO/FROM CLEARING		387.25
401-213000			ACCOUNTS PAYABLE	387.25	
			FUND TOTAL	387.25	387.25
402 SEWER OPERATING FUND	2021 11	111	11/15/2021		
402-130000			DUE TO/FROM CLEARING		84.99
402-213000			ACCOUNTS PAYABLE	84.99	
			FUND TOTAL	84.99	84.99
631 CLEARING FUND	2021 11	111	11/15/2021		
631-130000			DUE TO/FROM CLEARING	123,475.74	
631-213000			ACCOUNTS PAYABLE	170.76	
635-111100			CASH		123,646.50
			FUND TOTAL	123,646.50	123,646.50

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		5,725.70
301	CAPITAL CONSTRUCTION FUND		117,277.80
401	WATER OPERATING FUND		387.25
402	SEWER OPERATING FUND		84.99
631	CLEARING FUND	123,475.74	
	TOTAL	123,475.74	123,475.74

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

JK

11/17/2021 13:01 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357701	11/17/2021	PRTD	5	ACE HARDWARE	251892	497401	11/03/2021		11/21/21	18.05
	Invoice: 497401						PW/CONE STRAINER MESH, TRIFLOW SPRAY, PAINT			
					18.05	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					251893	497491	11/04/2021		11/21/21	14.15
	Invoice: 497491						PW/PAINTERS TAPE			
					14.15	73411345 531100	OFFICE SUPPLIES			
					251894	497511	11/04/2021		11/21/21	39.22
	Invoice: 497511						PW/FAUCET HOSE, HOSE NOZZL GUN			
					39.22	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					251895	497591	11/05/2021		11/21/21	37.04
	Invoice: 497591						PW/GAUGE WATER PRSR			
					37.04	73411345 531100	OFFICE SUPPLIES			
					251896	497611	11/07/2021		11/21/21	18.51
	Invoice: 497611						PW/MOP DESK, MICROFIBER REFILL			
					18.51	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					251897	497651	11/09/2021		11/21/21	35.88
	Invoice: 497651						PW/SHELF MELATEX, BRACKET SHELF			
					35.88	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					251898	497731	11/09/2021		11/21/21	94.80
	Invoice: 497731						PW/BUNGEE CORD, HEAT CABLE F/PIPE			
					94.80	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					251899	497741	11/09/2021		11/21/21	46.87
	Invoice: 497741						PW/FASTENERS			
					46.87	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
							CHECK	357701 TOTAL:		304.52
357702	11/17/2021	PRTD	7994	PENINSULA SERVICES	251901	96945B	10/31/2021		11/21/21	32.00
	Invoice: 96945B						CRT/SHREDDING SERVICES			
					32.00	21011125 541100	COURT - PROFESSIONAL SERVICES			
					251968	96946B	10/31/2021		11/21/21	64.00
	Invoice: 96946B						POL/MOBILE SHREDDING			
					64.00	51011211 541100	PD-C/E-ADM-PROF SVCS			
							CHECK	357702 TOTAL:		96.00
357703	11/17/2021	PRTD	4710	ASSOCIATED PETROLEU	251902	0399310-IN	10/26/2021		11/21/21	1,172.68
	Invoice: 0399310-IN						PW/REGULAR AND DIESEL FUEL			
					797.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					375.68	73638893 532000	O&M-FUEL USE-ALLOCATION			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	357703 TOTAL:		1,172.68
357704	11/17/2021	PRTD	1513	AMERICAN PUBLIC WORK	251985	600919 2021-2022	09/02/2021		11/21/21	1,000.00
Invoice: 600919 2021-2022							ENG/ANNUAL DUES 2021-2022			
					250.00	72011322 549100	ENG - C/E PLANS MISCELLANEOUS			
					350.00	72011325 549100	ENG-C/E-FACILITIES/EQ/VEH-MISC			
					150.00	72111431 549100	ENG - ACCESS MGMT MISC			
					50.00	72411341 549100	ENG - WATER MISCELLANEOUS			
					200.00	72421351 549100	ENG - SEWER MISCELLANEOUS			
							CHECK	357704 TOTAL:		1,000.00
357705	11/17/2021	PRTD	7821	ARAMARK	251903	512000176480	10/28/2021		11/21/21	60.36
Invoice: 512000176480							PW/COAT LAB SPUN, COVR FR			
					60.36	73638893 589310	LAUNDRY SERVICES			
							CHECK	357705 TOTAL:		60.36
357706	11/17/2021	PRTD	4396	ARCOSA AGGREGATES	251904	JAJ-60565	11/02/2021		11/21/21	669.48
Invoice: JAJ-60565							DUMP FEE - CONCRETE			
					669.48	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					251905	JAJ-60626	11/04/2021		11/21/21	190.68
Invoice: JAJ-60626							DUMP FEE - CONCRETE			
					190.68	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
							CHECK	357706 TOTAL:		860.16
357707	11/17/2021	PRTD	1235	AT&T ONENET SERVICE	251864	1274553434	11/01/2021		11/21/21	17.11
Invoice: 1274553434							FIN/FAX LONG DIST			
					17.11	91011189 542100	GG-C/E-CITY HALL-PHONE			
					251865	1274561475	11/01/2021		11/21/21	.68
Invoice: 1274561475							PD/FAX LONG DIST			
					.68	91011189 542100	GG-C/E-CITY HALL-PHONE			
							CHECK	357707 TOTAL:		17.79
357708	11/17/2021	PRTD	4365	AUTOMATIC FUNDS TRAN	251815	122241	10/27/2021		11/21/21	13.13
Invoice: 122241							FIN/FINAL BILL: PRINT AND MAIL			
					2.06	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					2.06	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					4.50	91411891 542500	GG-WTR-FAC-POSTAGE			
					4.51	91421891 542500	GG-SWR-FAC-POSTAGE			
					251816	BAIN2110983	10/31/2021		11/21/21	57.00
Invoice: BAIN2110983							FIN/PHONE & WEB PAYMENTS WATER/SEWER			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					28.50	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					28.50	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					251900	122290	11/02/2021		11/21/21	1,262.51
	Invoice: 122290						FIN/STATEMENT PREP AND MAIL			
					335.10	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					335.10	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					296.16	91411891 542500	GG-WTR-FAC-POSTAGE			
					296.15	91421891 542500	GG-SWR-FAC-POSTAGE			
							CHECK	357708 TOTAL:		1,332.64
357709	11/17/2021	PRTD	47	BAINBRIDGE DISPOSAL	251908	0001140784	10/31/2021		11/21/21	170.89
	Invoice: 0001140784						402 BRIEN DR DEMO			
					170.89	91011755 547900	GG-C/E-COMMONS-GARBAGE			
							CHECK	357709 TOTAL:		170.89
357710	11/17/2021	PRTD	55	SOUND PUBLISHING, IN	251822	8043651	10/31/2021		11/21/21	250.00
	Invoice: 8043651						PCD/PUBLICATION ADS 10/1, 10/15			
					250.00	63470586 544000	CUR-DEV-ZONING-ADV			
							CHECK	357710 TOTAL:		250.00
357711	11/17/2021	PRTD	55	SOUND PUBLISHING, IN	251866	BIR942113	11/05/2021		11/21/21	120.20
	Invoice: BIR942113						PCD/ORDINANCE 2021-35 HEARING 11/18/21			
					120.20	61011581 544000	PCD - C/E ADMIN ADVERTISING			
					251969	BIR940806	10/29/2021		11/21/21	144.50
	Invoice: BIR940806						POL/LEGAL/NOI WN9037RH			
					144.50	55011757 54400000159	PD-DERELICT VES-ADVERTISING			
							CHECK	357711 TOTAL:		264.70
357712	11/17/2021	PRTD	57	BAY HAY & FEED	251909	1635333	06/15/2021		11/21/21	17.24
	Invoice: 1635333						PROPANE BULK 4.6 GALLONS			
					17.24	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			
							CHECK	357712 TOTAL:		17.24
357713	11/17/2021	PRTD	5623	BHC CONSULTANTS	251823	0014302	07/19/2021		11/21/21	1,959.50
	Invoice: 0014302						PW/REGULATORY AIR GAP PROJECT (IN			
					1,959.50	73423943 64110001101	WWTP AIRGAP REPL-PROF SVCS			
					251824	0014796	10/18/2021		11/21/21	6,826.13
	Invoice: 0014796						PW/REGULATORY AIR GAP PROJECT (IN			
					6,826.13	73423943 64110001101	WWTP AIRGAP REPL-PROF SVCS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	357713 TOTAL:		8,785.63
357714	11/17/2021	PRTD	9626	STEPHANIE BOWER	251825	090921	09/09/2021		11/21/21	1,300.00
	Invoice: 090921				1,300.00	72321953 64110000715	ENG/PENCIL & WATERCOLOR SKETCH ILLUSTRATION SP CLUB/NB INTERSECTN-DESIGN			
							CHECK	357714 TOTAL:		1,300.00
357715	11/17/2021	PRTD	8595	BRUCE TITUS FORD, IN	251910	67115500	10/21/2021		11/21/21	79.52
	Invoice: 67115500				79.52	51011215 548100	POL/EMISSIONS RECALL 21E08 POLICE - C/E FACIL REPAIRS			
							CHECK	357715 TOTAL:		79.52
357716	11/17/2021	PRTD	9449	CASCADE COLUMBIA DIS	251913	821883	11/10/2021		11/21/21	335.32
	Invoice: 821883				335.32	73425358 531100	PW/SODIUM HYPOCHLORITE LS NSF O&M-WWTP-SUPPLIES			
							CHECK	357716 TOTAL:		335.32
357717	11/17/2021	PRTD	551	CENTURYLINK	251986	4953NOV21	11/07/2021		11/21/21	84.99
	Invoice: 4953NOV21				84.99	91421891 542100	310 MADISON AVE SLS TELEM GG-SWR-FAC-PHONE			
					251987	5127NOV21	11/07/2021		11/21/21	198.92
	Invoice: 5127NOV21				198.92	71011183 54210000724	8804 MADISON AVE PD/COURT BLDG NON CAP-PHONE			
					251988	5996NOV21	11/07/2021		11/21/21	100.30
	Invoice: 5996NOV21				100.30	91011757 542100	E-PHONE @ WFP DOCK GG-GF-WFP DOCK-PHONE			
							CHECK	357717 TOTAL:		384.21
357718	11/17/2021	PRTD	9908	CINTAS CORPORATION #	251867	5083268549	11/08/2021		11/21/21	170.90
	Invoice: 5083268549				170.90	91011183 531100	CITY HALL FIRST AID RESTOCK GG-C/E-CH CLEANING-SUPPLIES			
					251914	5083268553	11/08/2021		11/21/21	113.13
	Invoice: 5083268553				113.13	73637891 531100	PW/FIRST AID SUPPLIES HIDDEN COVE RD OFFICE SUPPLIES			
							CHECK	357718 TOTAL:		284.03

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357719	11/17/2021	PRTD	104	CITY OF BREMERTON	251826	BKAT000636	11/01/2021		11/21/21	2,932.24
	Invoice: BKAT000636						IT/BROADCAST SRVCS FOR PUBLIC MTGS			
					2,932.24	81011881 542420	IT-C/E-TELEVISTED COUNCIL MEET			
							CHECK	357719 TOTAL:		2,932.24
357720	11/17/2021	PRTD	142	COPIERS NORTHWEST IN	251990	INV2384407	11/16/2021		11/21/21	212.35
	Invoice: INV2384407						PCD,ENG/PRINTER PLOTTER SUPPLIES OCE PRINTER			
					106.18	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					106.17	72011321 531100	ENG - C/E ADMIN SUPPLIES			
							CHECK	357720 TOTAL:		212.35
357721	11/17/2021	PRTD	6363	LN CURTIS & SONS	251971	INV539824	10/29/2021		11/21/21	61.65
	Invoice: INV539824						POL/NAME PATCHES/SWANN			
					61.65	53011212 520000	POLICE - C/E PATROL BENEFITS			
					251972	INV539892	10/29/2021		11/21/21	193.24
	Invoice: INV539892						POL/UNIFORM PANTS/LASNIER			
					193.24	53011212 520000	POLICE - C/E PATROL BENEFITS			
							CHECK	357721 TOTAL:		254.89
357722	11/17/2021	PRTD	4621	DEVANDERSCHUEREN, MA	251874	110921	11/09/2021		11/21/21	6.00
	Invoice: 110921						LIFETIME ANIMAL TAG REPLACEMENT REFUND			
					6.00	01132 322300	CUR EXP - ANIMAL LICENSES			
							CHECK	357722 TOTAL:		6.00
357723	11/17/2021	PRTD	6374	FILEONQ INC	251973	9378	11/09/2021		11/21/21	4,157.70
	Invoice: 9378						POL/ANNUAL SOFTWARE SUPPORT			
					2,910.39	53011212 548500	PD-C/E-PATROL-COMP SPT MAINT			
					1,247.31	52011212 548500	PD-C/E-INV-COMPUTER SUPT MAINT			
							CHECK	357723 TOTAL:		4,157.70
357724	11/17/2021	PRTD	8709	FRAMEWORK CULTURAL P	251991	10-2021	04/30/2021		11/21/21	5,057.50
	Invoice: 10-2021						PCD/UPDATE OF CITY'S DESIGN GUIDEL			
					5,057.50	61011586 54110000930	COMP PLAN IMPL-PROF SVCS			
							CHECK	357724 TOTAL:		5,057.50
357725	11/17/2021	PRTD	513	GRAINGER	251917	9111784030	11/05/2021		11/21/21	142.36
	Invoice: 9111784030						PW/FUSE, CLASS CC ATMR SERIES			
					142.36	73425358 531100	O&M-WWTP-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	357725 TOTAL:	142.36
357726	11/17/2021	PRTD	9508	GRETTE ASSOCIATES, L	252004	12199390	02/01/2021		11/21/21	856.25
	Invoice: 12199390						PCD/THIRD PARTY ENVIRONMENTAL REVI			
					856.25	63011586 541100	CUR - C/E PROF SERVICES			
					252005	12199645	04/01/2021		11/21/21	4,813.75
	Invoice: 12199645						ENG/THIRD PARTY ENVIRONMENTAL REVI			
					4,813.75	63011586 541100	CUR - C/E PROF SERVICES			
					252006	12199735	05/01/2021		11/21/21	33.75
	Invoice: 12199735						ENG/THIRD PARTY ENVIRONMENTAL REVI			
					33.75	63011586 541100	CUR - C/E PROF SERVICES			
								CHECK	357726 TOTAL:	5,703.75
357727	11/17/2021	PRTD	4161	HERRERA ENVIRONMENTA	251919	49771	11/08/2021		11/21/21	17,025.66
	Invoice: 49771						ENG/PREPARE SCOPE OF SERVICES AND			
					17,025.66	72431832 54110001129	MANZANITA WATERSHED STUDY-P SV			
								CHECK	357727 TOTAL:	17,025.66
357728	11/17/2021	PRTD	9914	HERSEY, MIRANDA	252002	97745	11/16/2021		11/21/21	34.60
	Invoice: 97745						UB 11868 368 WYATT WAY NE			
					34.60	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	357728 TOTAL:	34.60
357729	11/17/2021	PRTD	4850	HOME DEPOT CREDIT SE	251920	649857547	10/28/2021		11/21/21	29.32
	Invoice: 649857547						PW/3 ROLL SYSTEM TOILET TISSUE			
					29.32	73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			
								CHECK	357729 TOTAL:	29.32
357730	11/17/2021	PRTD	333	KITSAP COUNTY AUDITO	251827	586443-C1	10/08/2021		11/21/21	40.00
	Invoice: 586443-C1						FIN/PARTIAL LIEN RELEASE LID 20			
					40.00	43426351 541100	FIN-SIS-PROF SVCS			
					251921	588340	10/21/2021		11/21/21	209.50
	Invoice: 588340						ENG/RIGHT OF WAY DEED ROBERT, BONNIE FRAIK			
					209.50	72111421 551000	ENG-STREET-RECORDING AT CO AUD			
								CHECK	357730 TOTAL:	249.50

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357731	11/17/2021	PRTD	4584	KIDS DISCOVERY MUSEU	251926	Q2-2021	07/01/2021		11/21/21	3,125.00
	Invoice: Q2-2021						EX/2020-21 CULTURAL FUNDING: OPER			
					3,125.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
					251927	Q3-2021	10/01/2021		11/21/21	3,125.00
	Invoice: Q3-2021						EX/2020-21 CULTURAL FUNDING: OPER			
					3,125.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
								CHECK	357731 TOTAL:	6,250.00
357732	11/17/2021	PRTD	9565	KATHERINE L KIRKLAND	251844	019	11/08/2021		11/21/21	2,025.00
	Invoice: 019						EX/GRAPHIC DESIGN SUPPORT SEP COBI CONNECTS			
					2,025.00	31011572 54110001015	NEWSLETTER-PROF SVCS			
								CHECK	357732 TOTAL:	2,025.00
357733	11/17/2021	PRTD	9852	KISSLER ENTERPRISES	251828	9980	10/31/2021		11/21/21	10,252.00
	Invoice: 9980						PW/WWTP TO BARR-TECH COMPANY			
					10,252.00	73425358 54790100551	BIOSOLIDS WASTE DISPOSAL			
								CHECK	357733 TOTAL:	10,252.00
357734	11/17/2021	PRTD	9692	DENISE D SMITH	251847	15987	10/29/2021	20210054	11/21/21	1,526.31
	Invoice: 15987						PW/CLASS 2 VEST / TYPE 2 HARD HAT			
					1,526.31	73637891 531100	OFFICE SUPPLIES			
								CHECK	357734 TOTAL:	1,526.31
357735	11/17/2021	PRTD	5011	LEXISNEXIS RISK SOLU	251974	1272084-20211031	10/31/2021		11/21/21	163.50
	Invoice: 1272084-20211031						POL/MONTHLY SUBSCRIPTION			
					163.50	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
								CHECK	357735 TOTAL:	163.50
357736	11/17/2021	PRTD	9915	MADISON PLACE LLC	252003	97746	11/16/2021		11/21/21	12.21
	Invoice: 97746						UB 13284 2754 WELCOME LANE NW			
					12.21	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	357736 TOTAL:	12.21
357737	11/17/2021	PRTD	9913	MARTIN, DAN & TERI	252001	97744	11/16/2021		11/21/21	22.44
	Invoice: 97744						UB 11839 821 VILLAGE CIRCLE NW			
					22.44	411 122100	WATER ACCOUNTS RECEIVABLE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	357737 TOTAL:		22.44
357738	11/17/2021	PRTD	8642	MULTICARE CENTERS OF	251924	149793	11/01/2021		11/21/21	110.00
	Invoice: 149793						PW/EXAM-DOT			
					110.00	73111423 541100	PROFESSIONAL SERVICES			
							CHECK	357738 TOTAL:		110.00
357739	11/17/2021	PRTD	2574	NATIONAL BARRICADE C	251925	293571	10/31/2021		11/21/21	495.41
	Invoice: 293571						PW/BARREL, TRAFFIC ORANGE, CONTRACTOR			
					495.41	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	357739 TOTAL:		495.41
357740	11/17/2021	PRTD	4965	NATIONAL SAFETY INC	251928	0633975-IN	11/01/2021		11/21/21	188.79
	Invoice: 0633975-IN						PW/LED RECHARGEABLE BLK LIGHT			
					188.79	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	357740 TOTAL:		188.79
357741	11/17/2021	PRTD	9455	KATHERINE D. JENNING	251849	1173	11/05/2021		11/21/21	4,035.00
	Invoice: 1173						EX/30TH ANNIVERSARY VIDEO			
					4,035.00	31011131 541100	EX-GF-PROF SERVICES			
							CHECK	357741 TOTAL:		4,035.00
357742	11/17/2021	PRTD	8643	ON-TARGET SOLUTIONS	251975	2838	10/08/2021		11/21/21	275.00
	Invoice: 2838						POL/INVESTIGATIVE UNITS/KOON			
					275.00	51011214 443410	PD-C/E-ADMIN-TRAINING			
							CHECK	357742 TOTAL:		275.00
357743	11/17/2021	PRTD	8286	SUPERINTENDENT OF P	251876	16937	10/29/2021		11/21/21	90.50
	Invoice: 16937						POL/FINGERPRINTING			
					90.50	41654861 586110	FINGERPRINT DISB TO SPI			
					251976	16950	11/05/2021		11/21/21	543.00
	Invoice: 16950						POL/FIGNERPRINTING			
					543.00	41654861 586110	FINGERPRINT DISB TO SPI			
							CHECK	357743 TOTAL:		633.50
357744	11/17/2021	PRTD	7910	SEAN PARKER, ARCHITE	251850	BLD26010	11/03/2021		11/21/21	1,344.61
	Invoice: BLD26010						PERMIT BLD26010 KERBY ADDITION REFUND			
					300.00	47148 345831	FIRE PLAN REVIEW & INSPECTIONS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					798.82	47148 345830	PLAN CHECKING FEES			
					245.79	47148 322110	PLAN'G REVIEW OF BLDG PERMITS			
							CHECK	357744	TOTAL:	1,344.61
357745	11/17/2021	PRTD	8655	PENINSULA TREE SERVI	251929	2374	11/02/2021		11/21/21	3,869.50
	Invoice: 2374						PW/TAKE DOWN & HAUL TREE HIDDEN COVE RD			
					3,869.50	73111427 54810000354	TREE PRES & REMOVAL-ROADS			
							CHECK	357745	TOTAL:	3,869.50
357746	11/17/2021	PRTD	1205	PUGET SOUND ENERGY	251996	1716OCT21	11/09/2021		11/21/21	17.24
	Invoice: 1716OCT21						ROCKAWAY INTERITE PRV			
					17.24	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
							CHECK	357746	TOTAL:	17.24
357747	11/17/2021	PRTD	9903	PUTNAM, DONALD & ELE	251999	97742	11/16/2021		11/21/21	75.42
	Invoice: 97742						UB 12526 3270 POINT WHITE DRIVE NE			
					75.42	421 122100	SEWER ACCOUNTS RECEIVABLE			
							CHECK	357747	TOTAL:	75.42
357748	11/17/2021	PRTD	9440	QBSI-XEROX	251851	IN2230780	10/28/2021		11/21/21	154.73
	Invoice: IN2230780						CRT/COPIER LEASE			
					154.73	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	357748	TOTAL:	154.73
357749	11/17/2021	PRTD	408	ROLLING BAY COMMERCI	251852	786310	09/21/2021		11/21/21	4,366.88
	Invoice: 786310						CRT/DEC 2021 COURT HOUSE RENT			
					4,366.88	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	357749	TOTAL:	4,366.88
357750	11/17/2021	PRTD	9497	ROSEN SUPPLY COMPANY	251934	2190697-00	11/05/2021		11/21/21	332.46
	Invoice: 2190697-00						PW/ELKAY WATERSENTRY REPLACEMENT FILTER			
					332.46	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
							CHECK	357750	TOTAL:	332.46
357751	11/17/2021	PRTD	9910	SEIDL, MICHAEL TIMOT	251922	2001	11/10/2021		11/21/21	5,814.65
	Invoice: 2001						EX/VIDEO SUPPORT			
					5,814.65	31011572 54110001184	CITY MNGR VIDEO UPDATE-PROF SV			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	357751 TOTAL:	5,814.65
357752	11/17/2021	PRTD	601	SOUND REPROGRAPHICS	251853	85722	08/18/2021		11/21/21	142.11
	Invoice: 85722						ENG/BUSINESS CARDS PN AND MW			
					142.11	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					251854	85793	08/16/2021		11/21/21	118.83
	Invoice: 85793						EX/WASTE REDUCTION POSTER			
					118.83	31011492 54910001150	CLIMATE ACTION PLAN-DUES/SUBCR			
					251855	86501	09/24/2021		11/21/21	119.90
	Invoice: 86501						ENG/BUSINESS CARDS NICK RASOR			
					119.90	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					251856	86942	11/02/2021		11/21/21	797.85
	Invoice: 86942						EX/30TH ANNIVERSARY STREET BANNER			
					797.85	31011131 542450	EX-COMMUNITY INFO & OUTREACH			
					251857	87099	11/04/2021		11/21/21	152.41
	Invoice: 87099						ENG/YEOMALT SLIDE REPAIR			
					152.41	72111421 53110001166	YEOMALT DR SLIDE INVEST-SUPPLY			
					251935	85761	08/13/2021		11/21/21	21.80
	Invoice: 85761						ENG/ROAD SIGN STAKES X10			
					21.80	72111421 53110001173	2021 ANNUAL ROADS PRGM-SUPPLY			
					251978	84338	05/28/2021		11/21/21	4.10
	Invoice: 84338						EX/PHOTO OF KING			
					4.10	31011131 531100	EX-GF-SUPPLIES			
					251979	84461	08/11/2021		11/21/21	140.59
	Invoice: 84461						POL/CAPS FOR DOCK HOSTS X6			
					140.59	55011757 531100	PD-HARBORMASTER-SUPPLIES			
								CHECK	357752 TOTAL:	1,497.59
357753	11/17/2021	PRTD	8132	SPECTRA LABORATORIES	251936	21-08268	11/04/2021		11/21/21	211.60
	Invoice: 21-08268						PW/TOTAL COLIFORM/E COLI TESTING			
					211.60	73411345 541100	PROFESSIONAL SERVICES			
					251937	21-08269	11/04/2021		11/21/21	21.16
	Invoice: 21-08269						PW/TOTAL COLIFORM, E COLI TESTING			
					21.16	73011189 541100	O&M - C/E FACIL PROF SERVICES			
					251938	21-08270	11/04/2021		11/21/21	21.16
	Invoice: 21-08270						PW/TOTAL COLIFORM, E COLI TESTING			
					21.16	73415345 541100	PROFESSIONAL SERVICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	357753 TOTAL:		253.92
357754	11/17/2021	PRTD	2467	STAPLES	251868	8064097770	10/30/2021		11/21/21	667.97
Invoice: 8064097770						CC,EX,FIN/OFFICE SUPPLIES				
					4.91	11011116 531100	COUNCIL - SUPPLIES			
					228.55	31011131 531100	EX-GF-SUPPLIES			
					24.88	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					57.65	36011143 531100	CLERK-C/E SUPPLIES			
					132.50	31011131 531100	EX-GF-SUPPLIES			
					78.44	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					101.83	31011131 531100	EX-GF-SUPPLIES			
					32.69	36011143 531100	CLERK-C/E SUPPLIES			
					6.52	36011143 531100	CLERK-C/E SUPPLIES			
					251869	8064097805	10/30/2021		11/21/21	189.24
Invoice: 8064097805						PCD/PAPERTOWELS, WALL CALENDAR, STAPLE REMOVER				
					189.24	61011581 531100	PCD - C/E ADMIN SUPPLIES			
							CHECK	357754 TOTAL:		857.21
357755	11/17/2021	PRTD	2122	STERICYCLE INC	251980	3005770152	10/31/2021		11/21/21	10.36
Invoice: 3005770152						POL/BIOHAZARD DISPOSAL				
					10.36	53011212 541100	POLICE - C/E PATROL PROF SVCS			
							CHECK	357755 TOTAL:		10.36
357756	11/17/2021	PRTD	9358	STRUCTURED COMMUNICA	251858	0217591-IN	10/31/2021		11/21/21	7,150.00
Invoice: 0217591-IN						IT/WIRELESS INSTALLATION PROF SRVCS				
					7,150.00	81011881 54110001167	WIRELESS UPGRADE-PROF SVCS			
					251870	0216823-IN	09/29/2021		11/21/21	7,548.06
Invoice: 0216823-IN						IT/SHORTEL PHONE SYSTEM ANNUAL MAINT				
					7,548.06	81011881 548500	IT - C/E COMPUTER SUPPORT			
					251871	0216866-IN	09/30/2021		11/21/21	607.55
Invoice: 0216866-IN						IT/MOUNTING BRACKETS WIRELESS ACCESS POINTS				
					607.55	81011881 53550001167	WIRELESS UPGRADE-IT EQUIPMENT			
					251872	0217005-IN	10/06/2021		11/21/21	4,792.29
Invoice: 0217005-IN						IT/WIRELESS PROJECT SWITCH & MAINT				
					4,792.29	81011881 53550001167	WIRELESS UPGRADE-IT EQUIPMENT			
							CHECK	357756 TOTAL:		20,097.90
357757	11/17/2021	PRTD	8243	TILZ	251939	110921	11/09/2021		11/21/21	624.25
Invoice: 110921						WOOD WASTE, NORTHWEST LAWN MIX				
					624.25	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	357757 TOTAL:		624.25
357758	11/17/2021	PRTD	9295	TOOLE DESIGN GROUP,	251941	70166_OCT04	11/08/2021		11/21/21	2,019.26
	Invoice: 70166_OCT04						ENG/ALTERNATIVES EVALUATION			
					2,019.26	72334561 64110001088	MAD AVE SIDEWALK IMPR-PROF SVC			
					251943	70170_OCT02	11/08/2021		11/21/21	24,534.11
	Invoice: 70170_OCT02						ENG/MADISON AVE SIDEWALKS SURVEY			
					24,534.11	72334561 64110001088	MAD AVE SIDEWALK IMPR-PROF SVC			
					251944	70170_SEP01	10/12/2021		11/21/21	2,582.97
	Invoice: 70170_SEP01						ENG/MADISON AVE SIDEWALKS SURVEY			
					2,582.97	72334561 64110001088	MAD AVE SIDEWALK IMPR-PROF SVC			
							CHECK	357758 TOTAL:		29,136.34
357759	11/17/2021	PRTD	7622	TRAFFIC COUNT CONSUL	251946	1773	11/10/2021		11/21/21	30,161.50
	Invoice: 1773						ENG/ROADWAY SURVEY AND SPEED LIMIT			
					30,161.50	72111421 54110000222	STREET-ROADS PRES-DESIGN			
							CHECK	357759 TOTAL:		30,161.50
357760	11/17/2021	PRTD	8183	JOHN A. GREEN	251947	15880	10/11/2021		11/21/21	151.30
	Invoice: 15880						PW/PRODUCE, INSTALL COBI PW LOGOS			
					151.30	73434438 66400000976	2019 DUMP TRUCK-EQ REPLACEMENT			
					251948	15881	10/21/2021		11/21/21	151.30
	Invoice: 15881						PW/PRODUCE, INSTALL COBI PW LOGOS			
					151.30	73501448 66400001110	2021 MED DUTY P/U			
							CHECK	357760 TOTAL:		302.60
357761	11/17/2021	PRTD	7876	TYLER BUSINESS FORMS	251997	65057	11/16/2021		11/21/21	241.69
	Invoice: 65057						FIN/1099 SUPPLIES			
					241.69	41011141 531100	FIN - C/E ADMIN SUPPLIES			
							CHECK	357761 TOTAL:		241.69
357762	11/17/2021	PRTD	2190	UNITED PARCEL SERVIC	251877	000028Y3Y1431	10/23/2021		11/21/21	21.63
	Invoice: 000028Y3Y1431						POL/SHIPPING			
					21.63	91011215 542500	GG-C/E-PD-POSTAGE			
					251982	000028Y3Y1451	11/06/2021		11/21/21	17.20
	Invoice: 000028Y3Y1451						POL/SHIPPIG			
					17.20	91011215 542500	GG-C/E-PD-POSTAGE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	357762 TOTAL:		38.83
357763	11/17/2021	PRTD	167	WA ST DEPT OF ECOLOG	251949	22-WA0020907-1	11/01/2021		11/21/21	3,047.76
Invoice: 22-WA0020907-1							PW/WQP 2022 FEES			
					3,047.76	73425358 549800	O&M-WWTP-PERMITS			
							CHECK	357763 TOTAL:		3,047.76
357764	11/17/2021	PRTD	5271	WASHINGTON WATER SER	251873	4815979187-OCT21	10/19/2021		11/21/21	183.24
Invoice: 4815979187-OCT21							DECANT FACILITY WATER			
					183.24	91435838 547500	GG-DECANT-WATER/SEWER			
							CHECK	357764 TOTAL:		183.24
357765	11/17/2021	PRTD	7152	SARAH WEN	251878	110921	11/09/2021		11/21/21	200.00
Invoice: 110921							POL/PARK DEPOSIT REFUND			
					200.00	41622860 586000	PARK/DOCK DEPOSITS CUST-OUT			
							CHECK	357765 TOTAL:		200.00
357766	11/17/2021	PRTD	8355	WEST COAST CODE CONS	251984	2021-BIX-OCT	11/10/2021		11/21/21	6,560.58
Invoice: 2021-BIX-OCT							PCD/TEMPORARY THIRD PARTY BUILDING			
					6,560.58	62471585 541100	BLDG PERMITS & PLAN REVIEWS			
							CHECK	357766 TOTAL:		6,560.58
357767	11/17/2021	PRTD	499	WESTBAY AUTO PARTS I	251950	671258	10/13/2021		11/21/21	679.41
Invoice: 671258							PW/HOTSTART HEATERS			
					679.41	73421355 531100	WIN COLL-SUPPLIES			
					251951	674362	10/20/2021		11/21/21	132.60
Invoice: 674362							PW/HYD HOSE FITTINGS			
					132.60	73111423 531100	OFFICE SUPPLIES			
					251952	675897	11/03/2021		11/21/21	81.68
Invoice: 675897							PW/BLUE DEF 2.5 GAL			
					81.68	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					251953	675984	11/03/2021		11/21/21	127.27
Invoice: 675984							PW/TURN MODULE LH, RH			
					127.27	73111423 531100	OFFICE SUPPLIES			
					251954	676131	11/04/2021		11/21/21	131.76
Invoice: 676131							PW/NITRILE DISPOSABLE GLOVES			
					131.76	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					251955	677240	11/09/2021		11/21/21	134.67

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: 677240						PW/LAMP SIGNAL UNIV, LED S T T BOX LAMP			
					134.67	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
							CHECK		357767 TOTAL:	1,287.39
357768	11/17/2021	PRTD	8759	WHISTLE WORKWEAR	251861	156816	10/20/2021	20210056	11/21/21	1,364.23
	Invoice: 156816						PW/HI-VIS JACKET AND PANT SHELLS			
					1,364.23	73637891 531100	OFFICE SUPPLIES			
							CHECK		357768 TOTAL:	1,364.23
357769	11/17/2021	PRTD	9912	WILBUR, TRACY & ANDR	252000	97743	11/16/2021		11/21/21	125.12
	Invoice: 97743						UB 13178 519 MADRONA WAY NE UNIT 12			
					125.12	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK		357769 TOTAL:	125.12
357770	11/17/2021	PRTD	9907	WINN, SCOTT	251862	11012021	11/01/2021		11/21/21	6,631.05
	Invoice: 11012021						EX/CONSULTANT SUPPORT JUN-OCT 2021			
					6,631.05	31011572 44341001064	RETF-TRAINING			
							CHECK		357770 TOTAL:	6,631.05
						NUMBER OF CHECKS 70	*** CASH ACCOUNT TOTAL ***			197,107.77

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	70	197,107.77

*** GRAND TOTAL *** 197,107.77

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 169									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			72,791.15	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				197,107.77
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			1,211.88	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			37,379.53	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			4,479.47	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			24,309.21	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			8,155.19	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			30,436.34	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			17,360.20	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			633.50	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 501-213000					ER&R-ACCOUNTS PAYABLE			151.30	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000					ACCOUNTS PAYABLE			200.00	
11/21/2021	11/21/21	112121			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			197,107.77	197,107.77
APP 631-130000					DUE TO/FROM CLEARING			192,628.30	
11/21/2021	11/21/21	112121							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				72,791.15
11/21/2021	11/21/21	112121							
APP 401-130000					DUE TO/FROM CLEARING				1,211.88
11/21/2021	11/21/21	112121							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				37,379.53
11/21/2021	11/21/21	112121							
APP 402-130000					DUE TO/FROM CLEARING				24,309.21
11/21/2021	11/21/21	112121							
APP 407-130000					DUE TO/FROM CLEARING				8,155.19
11/21/2021	11/21/21	112121							
APP 301-130000					DUE TO/FROM CLEARING				30,436.34
11/21/2021	11/21/21	112121							
APP 403-130000					DUE TO/FROM CLEARING				17,360.20
11/21/2021	11/21/21	112121							
APP 650-130000					DUE TO/FROM CLEARING				633.50
11/21/2021	11/21/21	112121							
APP 501-130000					ER&R-DUE TO/FROM CLEARING				151.30

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
	11/21/2021	11/21/21	112121							
APP 622-130000	11/21/2021	11/21/21	112121			DUE TO/FROM CLEARING				200.00
						SYSTEM GENERATED ENTRIES TOTAL			192,628.30	192,628.30
						JOURNAL 2021/11/169 TOTAL			389,736.07	389,736.07

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	169	11/21/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		72,791.15
001-213000			GENERAL - ACCOUNTS PAYABLE	72,791.15	
			FUND TOTAL	72,791.15	72,791.15
101 STREET FUND	2021 11	169	11/21/2021		
101-130000			STREETS - DUE TO/FROM CLEARING		37,379.53
101-213000			STREETS - ACCOUNTS PAYABLE	37,379.53	
			FUND TOTAL	37,379.53	37,379.53
301 CAPITAL CONSTRUCTION FUND	2021 11	169	11/21/2021		
301-130000			DUE TO/FROM CLEARING		30,436.34
301-213000			ACCOUNTS PAYABLE	30,436.34	
			FUND TOTAL	30,436.34	30,436.34
401 WATER OPERATING FUND	2021 11	169	11/21/2021		
401-130000			DUE TO/FROM CLEARING		1,211.88
401-213000			ACCOUNTS PAYABLE	1,211.88	
			FUND TOTAL	1,211.88	1,211.88
402 SEWER OPERATING FUND	2021 11	169	11/21/2021		
402-130000			DUE TO/FROM CLEARING		24,309.21
402-213000			ACCOUNTS PAYABLE	24,309.21	
			FUND TOTAL	24,309.21	24,309.21
403 STORM & SURFACE WATER FUND	2021 11	169	11/21/2021		
403-130000			DUE TO/FROM CLEARING		17,360.20
403-213000			ACCOUNTS PAYABLE	17,360.20	
			FUND TOTAL	17,360.20	17,360.20
407 BUILDING & DEVELOPMENT FUND	2021 11	169	11/21/2021		
407-130000			DUE TO/FROM CLEARING		8,155.19
407-213000			ACCOUNTS PAYABLE	8,155.19	
			FUND TOTAL	8,155.19	8,155.19
501 EQUIPMENT RENTAL & REVOLVING	2021 11	169	11/21/2021		
501-130000			ER&R-DUE TO/FROM CLEARING		151.30
501-213000			ER&R-ACCOUNTS PAYABLE	151.30	
			FUND TOTAL	151.30	151.30
622 EXPENDABLE TRUST FUND	2021 11	169	11/21/2021		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000				DUE TO/FROM CLEARING		200.00
622-213000				ACCOUNTS PAYABLE	200.00	
				FUND TOTAL	200.00	200.00
631 CLEARING FUND	2021 11	169	11/21/2021			
631-130000				DUE TO/FROM CLEARING	192,628.30	
631-213000				ACCOUNTS PAYABLE	4,479.47	
635-111100				CASH		197,107.77
				FUND TOTAL	197,107.77	197,107.77
650 AGENCY FUND	2021 11	169	11/21/2021			
650-130000				DUE TO/FROM CLEARING		633.50
650-213000				ACCOUNTS PAYABLE	633.50	
				FUND TOTAL	633.50	633.50

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		72,791.15
101	STREET FUND		37,379.53
301	CAPITAL CONSTRUCTION FUND		30,436.34
401	WATER OPERATING FUND		1,211.88
402	SEWER OPERATING FUND		24,309.21
403	STORM & SURFACE WATER FUND		17,360.20
407	BUILDING & DEVELOPMENT FUND		8,155.19
501	EQUIPMENT RENTAL & REVOLVING		151.30
622	EXPENDABLE TRUST FUND		200.00
631	CLEARING FUND	192,628.30	
650	AGENCY FUND		633.50
	TOTAL	192,628.30	192,628.30

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

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: November 22, 2021 - December 6, 2021
CITY COUNCIL: November 23, 2021 - December 7, 2021

Last check from previous run: 357770 dated 11/17/2021 issued to Winn, Scott for $6,631.05
Last ACH from previous run: 507 dated 11/21/2021 issued to Webcheck Inc for $245.25

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH/EFT	11/25/2021	508	WA State DOR/Excise taxes - Oct. 2021	34,932.74
ACH/EFT	11/22/2021	509	PW/Clary Longview/2021 Police Ford Interceptor	44,114.73
ACH/EFT	11/23/2021	510	WA State DOL/Firearm permits - Nov. 2021	330.00
ACH/EFT	11/29/2021	511	Winery Alliance of Bainbridge Island/2020 LTAC Quarter 4	50.00
Manual	11/22/2021	357771	EX/Bay Hay & Feed/30th anniversary supplies	4,607.87
Manual	11/22/2021	357772	PCD/Prothman Company/Interim Planning Director services - Nov. 2021	4,635.00
Manual	11/22/2021	357773	Puget Sound Energy/Green power contract - Nov. 2021	812.00
Manual	11/29/2021	357774	POL,EOC/AT&T Mobility/Wireless charges	2,343.80
Manual	11/29/2021	357775	CenturyLink/Weaver PRV water telemetry - Nov. 2021	58.32
Manual	11/29/2021	357776	FIN,PW/City of BI/Petty cash reimbursement	57.72
Manual	11/29/2021	357777	PW/Island Hands/Janitorial Services	13,870.09
Manual	12/06/2021	357778	CRT/Crystal Springs/Water delivery	43.89
Manual	12/06/2021	357779	CRT/Kelley Connect/Copier lease	379.32
Manual	12/06/2021	357780	UMB Bank/Nov. 2021 HSA contributions	470.83
			Total Manual Checks and Electronic Disbursements	**106,706.31**

Regular Run Checks	12/15/2021	357781-357886	**Total Regular Check Run**	**242,975.73**
Regular Run ACH	12/15/2021	512-527	**Total Regular ACH Run**	**106,596.59**
			Total Disbursements	**456,278.63**

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

Prepared and Reviewed by _____Jacob Kines, Senior Accounting Technician

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

Karl R. Shaw, Accounting Manager

12/9/2021
Date

11/19/2021 09:07 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
508	11/25/2021	MANL	124	WA ST DEPT OF REVENU	252007	OCT21	11/18/2021		ET OCT21	34,932.74
	Invoice: OCT21						OCTOBER 2021 EXCISE TAXES			
					1,037.94	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
					4,558.78	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
					18.51	91411341 553000	FINANCE - WATER EXTRNL TAXES			
					13,916.94	91431383 553000	FINANCE - SSWM - EXTRNL TAXES			
					4,274.36	91411341 553000	FINANCE - WATER EXTRNL TAXES			
					10,501.81	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
					53.96	53011212 531100	PD-C/E-PATROL SUPPLIES			
					61.88	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
					5.03	31011572 531100	EX-GF-OUTREACH-SUPPLIES			
					8.45	73425358 531100	O&M-WWTP-SUPPLIES			
					24.75	73425358 531100	O&M-WWTP-SUPPLIES			
					.96	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					1.25	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					5.17	81011881 531100	IT - C/E SUPPLIES			
					12.00	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
					140.30	53011212 531100	PD-C/E-PATROL SUPPLIES			
					160.89	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
					13.08	31011572 531100	EX-GF-OUTREACH-SUPPLIES			
					21.97	73425358 531100	O&M-WWTP-SUPPLIES			
					64.36	73425358 531100	O&M-WWTP-SUPPLIES			
					2.49	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					3.24	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					13.46	81011881 531100	IT - C/E SUPPLIES			
					31.16	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
									CHECK 508 TOTAL:	34,932.74

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 34,932.74

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	34,932.74

*** GRAND TOTAL *** 34,932.74

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 189									
APP 402-213000					ACCOUNTS PAYABLE			16,218.06	
11/19/2021	ET OCT21	EFTDOR			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				34,932.74
11/19/2021	ET OCT21	EFTDOR			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			4,292.87	
11/19/2021	ET OCT21	EFTDOR			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			13,916.94	
11/19/2021	ET OCT21	EFTDOR			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			504.87	
11/19/2021	ET OCT21	EFTDOR			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			34,932.74	34,932.74
APP 631-130000					DUE TO/FROM CLEARING			34,932.74	
11/19/2021	ET OCT21	EFTDOR							
APP 402-130000					DUE TO/FROM CLEARING				16,218.06
11/19/2021	ET OCT21	EFTDOR							
APP 401-130000					DUE TO/FROM CLEARING				4,292.87
11/19/2021	ET OCT21	EFTDOR							
APP 403-130000					DUE TO/FROM CLEARING				13,916.94
11/19/2021	ET OCT21	EFTDOR							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				504.87
11/19/2021	ET OCT21	EFTDOR							
					SYSTEM GENERATED ENTRIES TOTAL			34,932.74	34,932.74
					JOURNAL 2021/11/189 TOTAL			69,865.48	69,865.48

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	189	11/19/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		504.87
001-213000			GENERAL - ACCOUNTS PAYABLE	504.87	
			FUND TOTAL	504.87	504.87
401 WATER OPERATING FUND	2021 11	189	11/19/2021		
401-130000			DUE TO/FROM CLEARING		4,292.87
401-213000			ACCOUNTS PAYABLE	4,292.87	
			FUND TOTAL	4,292.87	4,292.87
402 SEWER OPERATING FUND	2021 11	189	11/19/2021		
402-130000			DUE TO/FROM CLEARING		16,218.06
402-213000			ACCOUNTS PAYABLE	16,218.06	
			FUND TOTAL	16,218.06	16,218.06
403 STORM & SURFACE WATER FUND	2021 11	189	11/19/2021		
403-130000			DUE TO/FROM CLEARING		13,916.94
403-213000			ACCOUNTS PAYABLE	13,916.94	
			FUND TOTAL	13,916.94	13,916.94
631 CLEARING FUND	2021 11	189	11/19/2021		
631-130000			DUE TO/FROM CLEARING	34,932.74	
635-111100			CASH		34,932.74
			FUND TOTAL	34,932.74	34,932.74

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		504.87
401	WATER OPERATING FUND		4,292.87
402	SEWER OPERATING FUND		16,218.06
403	STORM & SURFACE WATER FUND		13,916.94
631	CLEARING FUND	34,932.74	
	TOTAL	34,932.74	34,932.74

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

JK

11/22/2021 14:47 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
509	11/22/2021	EFT	9682	CLARY LONGVIEW, LLC	252025	3MN518	11/17/2021	20210010	M112221	44,114.73
Invoice: 3MN518						PW/2021 POLICE FORD INTERCEPTOR				
					44,114.73	73501448 66400001108	2021 & 2022 PD VEHICLES			
								CHECK	509 TOTAL:	44,114.73
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		44,114.73

	COUNT	AMOUNT
TOTAL EFT'S	1	44,114.73

*** GRAND TOTAL *** 44,114.73

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 203									
APP 501-213000					ER&R-ACCOUNTS PAYABLE			44,114.73	
11/22/2021	M112221	112221			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				44,114.73
11/22/2021	M112221	112221			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			44,114.73	44,114.73
APP 631-130000					DUE TO/FROM CLEARING			44,114.73	
11/22/2021	M112221	112221							
APP 501-130000					ER&R-DUE TO/FROM CLEARING				44,114.73
11/22/2021	M112221	112221							
					SYSTEM GENERATED ENTRIES TOTAL			44,114.73	44,114.73
					JOURNAL 2021/11/203 TOTAL			88,229.46	88,229.46

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
501 EQUIPMENT RENTAL & REVOLVING	2021 11	203	11/22/2021		
501-130000			ER&R-DUE TO/FROM CLEARING		44,114.73
501-213000			ER&R-ACCOUNTS PAYABLE	44,114.73	
			FUND TOTAL	44,114.73	44,114.73
631 CLEARING FUND	2021 11	203	11/22/2021		
631-130000			DUE TO/FROM CLEARING	44,114.73	
635-111100			CASH		44,114.73
			FUND TOTAL	44,114.73	44,114.73

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
501	EQUIPMENT RENTAL & REVOLVING		44,114.73
631	CLEARING FUND	44,114.73	
	TOTAL	44,114.73	44,114.73

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

JK

11/23/2021 11:05 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
510	11/23/2021	MANL	969	DEPARTMENT OF LICENS	252071	NOV21 FA	11/23/2021		FA NOV21	330.00
	Invoice: NOV21 FA					NOV 2021 CPL				
					330.00	41654860 586000	GUN PERMIT OUT			
							CHECK		510 TOTAL:	330.00
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			330.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	330.00

*** GRAND TOTAL *** 330.00

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 210									
APP 650-213000					ACCOUNTS PAYABLE			330.00	
11/23/2021	FA NOV21	112321			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				330.00
11/23/2021	FA NOV21	112321			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			330.00	330.00
APP 631-130000					DUE TO/FROM CLEARING			330.00	
11/23/2021	FA NOV21	112321							
APP 650-130000					DUE TO/FROM CLEARING				330.00
11/23/2021	FA NOV21	112321							
					SYSTEM GENERATED ENTRIES TOTAL			330.00	330.00
					JOURNAL 2021/11/210 TOTAL			660.00	660.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
631 CLEARING FUND	2021 11	210	11/23/2021			
631-130000			DUE TO/FROM CLEARING		330.00	
635-111100			CASH			330.00
				FUND TOTAL	330.00	330.00
650 AGENCY FUND	2021 11	210	11/23/2021			
650-130000			DUE TO/FROM CLEARING			330.00
650-213000			ACCOUNTS PAYABLE		330.00	
				FUND TOTAL	330.00	330.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631	CLEARING FUND	330.00	
650	AGENCY FUND		330.00
	TOTAL	330.00	330.00

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

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
511	11/29/2021	EFT	7175	WINERY ALLIANCE OF B	252112	1031-2	11/22/2021		M112921	50.00
Invoice: 1031-2						2020 LTAC Q4 CORRECTING AMOUNT DUE INVOICE 1031				
					50.00	91140573 541100 GG-TOUR-PROF SERVICES				

CHECK 511 TOTAL: 50.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 50.00

	COUNT	AMOUNT
TOTAL EFT'S	1	50.00

*** GRAND TOTAL *** 50.00

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 235									
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE			50.00	
11/29/2021	M112921	112921			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				50.00
11/29/2021	M112921	112921			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			50.00	50.00
APP 631-130000					DUE TO/FROM CLEARING			50.00	
11/29/2021	M112921	112921							
APP 104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G				50.00
11/29/2021	M112921	112921							
					SYSTEM GENERATED ENTRIES TOTAL			50.00	50.00
					JOURNAL 2021/11/235 TOTAL			100.00	100.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
104 CIVIC IMPROVEMENT FUND	2021 11	235	11/29/2021		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		50.00
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	50.00	
			FUND TOTAL	50.00	50.00
631 CLEARING FUND	2021 11	235	11/29/2021		
631-130000			DUE TO/FROM CLEARING	50.00	
635-111100			CASH		50.00
			FUND TOTAL	50.00	50.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
104	CIVIC IMPROVEMENT FUND		50.00
631	CLEARING FUND	50.00	
	TOTAL	50.00	50.00

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

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
512	12/15/2021	EFT	8991	ALLIANCE 2020, INC	252172	5834425	11/30/2021		12/12/21	69.54
	Invoice: 5834425						HR/BACKGROUND CHECKS			
					69.54	33011161 541100	HR-C/E-PROF SVCS			
							CHECK		512 TOTAL:	69.54
513	12/15/2021	EFT	2138	ASPECT CONSULTING LL	252060	43149	10/19/2021		12/12/21	9,209.50
	Invoice: 43149						PW/WELL PLANNING, DESIGN AND CONS			
					9,209.50	73414434 64110001096	PRIT PARK WELL DEV/REHAB-PR SV			
					252061	43490	11/16/2021		12/12/21	3,802.00
	Invoice: 43490						PW/WELL PLANNING, DESIGN AND CONS			
					3,802.00	73414434 64110001096	PRIT PARK WELL DEV/REHAB-PR SV			
					252266	43589	11/18/2021		12/12/21	249.25
	Invoice: 43589						ENG/WQFM-GRND WTR MNGMNT-IDDE DB T			
					249.25	72011322 54110000485	GROUNDWTR MNGT PRGM-PROF SVCS			
					252324	43790	11/29/2021		12/12/21	2,390.25
	Invoice: 43790						PW/SUYEMATSU SOIL & GROUNDWATER I			
					2,390.25	73011317 54110000812	SUYEMATSU FUEL RMV - PROF SVC			
							CHECK		513 TOTAL:	15,651.00
514	12/15/2021	EFT	5412	BENEFIT ADMINISTRATI	252062	2111509	11/22/2021		12/12/21	266.20
	Invoice: 2111509						HSA/FSA BENEFITS			
					23.15	21011125 520000	COURT - BENEFITS			
					34.72	31011131 520000	EX-GF-BEN			
					34.72	41011141 520000	FIN - C/E ADMIN BENEFITS			
					40.51	51011211 520000	PD-C/E ADMIN-BENEFITS			
					34.72	61011581 520000	PCD - C/E ADMIN BENEFITS			
					86.80	71011321 520000	PW - C/E BENEFITS			
					11.58	81011881 520000	IT - C/E ADMIN BENEFITS			
							CHECK		514 TOTAL:	266.20
515	12/15/2021	EFT	50	BAINBRIDGE ISLAND EL	252069	PAYREQ4-818/821	11/22/2021		12/12/21	24,960.00
	Invoice: PAYREQ4-818/821						ENG/SCADA UPGRADES - 00818 AND 008			
					10,732.80	72413434 66300000818	SCADA UPGRADES WTR CONSTRUC			
					14,227.20	72423434 66300000821	SWR-SCADA UPGRADES-CONSTR			
					252231	20210095	12/01/2021		12/12/21	237.08
	Invoice: 20210095						PW/COBI/WWTP PUMP			
					237.08	73425358 548100	O&M-WWTP-REPAIRS			
					252232	20210101	12/01/2021		12/12/21	474.15
	Invoice: 20210101						COBI/FAN ALARM			
					474.15	73425358 548100	O&M-WWTP-REPAIRS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					252233	20210102	11/24/2021		12/12/21	570.65
	Invoice: 20210102						PW/INSTRUMENT TRANSFORMERS 460-480			
					570.65	73421355 548100	WIN COLL-R&M			
					252234	20210117	12/01/2021		12/12/21	179.85
	Invoice: 20210117						PW/COBI, WWTP VFD CARD			
					179.85	73425358 548100	O&M-WWTP-REPAIRS			
					252235	20210127	11/24/2021		12/12/21	267.05
	Invoice: 20210127						PW/TROUBLESHOOT TS PUMPS			
					267.05	73425358 548100	O&M-WWTP-REPAIRS			
							CHECK	515 TOTAL:		26,688.78
516	12/15/2021	EFT	1341	BLUE SKY PRINTING	252162	6474	11/17/2021		12/12/21	129.95
	Invoice: 6474						POL/BUSINESS CARDS - CK, CM, KL			
					43.37	51011211 531100	PD-C/E-ADM-SUPPLIES			
					86.58	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	516 TOTAL:		129.95
517	12/15/2021	EFT	9781	BRONLEA LEHUA MISHLE	252279	21-06	11/30/2021		12/12/21	700.00
	Invoice: 21-06						EX/BIPD SOCIAL MEDIA SUPPORT			
					700.00	31011572 541100	EX-GF-OUTREACH-PROF SVCS			
							CHECK	517 TOTAL:		700.00
518	12/15/2021	EFT	315	KITSAP HUMANE SOCIET	252246	2075	12/01/2021		12/12/21	6,233.27
	Invoice: 2075						ANIMAL CONTROL (2021-2023)			
					6,233.27	91011393 541100	FIN - C/E ANIMAL CONTROL FEES			
							CHECK	518 TOTAL:		6,233.27
519	12/15/2021	EFT	1851	KRAZAN & ASSOCIATES	252045	J602845-5873	10/31/2021		12/12/21	330.00
	Invoice: J602845-5873						ENG/ONCALL SERVICES CONTRACT FOR T			
					330.00	72011322 54110000202	GEO TECH SVCS-PRO SVCS			
							CHECK	519 TOTAL:		330.00
520	12/15/2021	EFT	7849	LAW OFFICE OF THOMAS	252327	DEC21	12/03/2021		12/12/21	4,484.32
	Invoice: DEC21						LEGAL/PUBLIC DEFENDER SRVCS DEC21			
					4,484.32	32011281 541113	LGL-PUBLIC DEFENDER			
							CHECK	520 TOTAL:		4,484.32

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
521	12/15/2021	EFT	4111	OLYMPIC SPRINGS INC	252273	343631	11/30/2021		12/12/21	43.33
Invoice: 343631							PW/5 GALLONS PURIFIED WATER X5			
					43.33	73425358 531100	O&M-WWTP-SUPPLIES			
					252317	343630	11/30/2021		12/12/21	80.18
Invoice: 343630							POL/PURIFIED WATER			
					80.18	51011215 531100	POLICE - C/E FACIL SUPPLIES			
							CHECK	521 TOTAL:		123.51
522	12/15/2021	EFT	7173	SKILLINGS	252276	13180	11/30/2021		12/12/21	43,693.19
Invoice: 13180							ENG/Engineering Design Services fo			
					6,352.25	72423434 64110001085	SUNDAY COVE GRAVITY MAIN-PRO S			
					3,780.00	72424435 64110000989	SUNDAY COVE PUMP REHAB-PROF SV			
					9,894.65	72423434 64110001086	LOWER LOVELL SLS-PROF SVCS			
					23,666.29	72423434 64110000990	WOOD AVE PUMP STA-PROF SVCS			
							CHECK	522 TOTAL:		43,693.19
523	12/15/2021	EFT	5730	SUMMIT LAW GROUP	252183	131747	11/24/2021		12/12/21	2,077.00
Invoice: 131747							LEGAL/PROFESSIONAL SRVCS OCT 2021			
					2,077.00	32011152 54111000870	LGL-HR (NON-BARGAINING)			
					252184	131748	11/24/2021		12/12/21	3,494.00
Invoice: 131748							LEGAL/PROFESSIONAL SRVCS OCT 2021			
					3,494.00	32011152 54111000274	LGL-LABOR NEGOTIATIONS			
							CHECK	523 TOTAL:		5,571.00
524	12/15/2021	EFT	9911	URBAN SUSTAINABILITY	252059	110921	11/09/2021		12/12/21	1,842.00
Invoice: 110921							EX/2021 & 2022 MEMBERSHIP DUES			
					1,842.00	31011492 549100	CLIMATE ADAPTION-DUES/SUBSCRIP			
							CHECK	524 TOTAL:		1,842.00
525	12/15/2021	EFT	4104	WA ST FERRIES	252337	RK383150	11/30/2021		12/12/21	210.85
Invoice: RK383150							NOV21 WAVE2GO FERRY CHARGES			
					194.05	53011212 543100	PATROL-TRAVEL/MEALS/LODGING			
					16.80	73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
							CHECK	525 TOTAL:		210.85
526	12/15/2021	EFT	5709	WEBCHECK INC	252331	INV-7118	11/30/2021		12/12/21	163.50
Invoice: INV-7118							FIN/WEBCHECK SRVC NOV21			
					81.75	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					81.75	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	526 TOTAL:	163.50
527	12/15/2021	EFT	499	WESTBAY AUTO PARTS I	252323	CHECK 357577	12/06/2021		12/12/21	439.48
Invoice: CHECK 357577						REPAYMENT OF STOLEN CHECK 357577				
					439.48	41011141 549900 FIN-C/E-MISC EXP				
								CHECK	527 TOTAL:	439.48
						NUMBER OF CHECKS 16		*** CASH ACCOUNT TOTAL ***		106,596.59

	COUNT	AMOUNT
TOTAL EFT'S	16	106,596.59

*** GRAND TOTAL *** 106,596.59

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 12 57									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			22,996.29	
12/15/2021	12/12/21	121521			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				106,596.59
12/15/2021	12/12/21	121521			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			23,826.05	
12/15/2021	12/12/21	121521			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			59,774.25	
12/15/2021	12/12/21	121521			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			106,596.59	106,596.59
APP 631-130000					DUE TO/FROM CLEARING			106,596.59	
12/15/2021	12/12/21	121521							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				22,996.29
12/15/2021	12/12/21	121521							
APP 401-130000					DUE TO/FROM CLEARING				23,826.05
12/15/2021	12/12/21	121521							
APP 402-130000					DUE TO/FROM CLEARING				59,774.25
12/15/2021	12/12/21	121521							
					SYSTEM GENERATED ENTRIES TOTAL			106,596.59	106,596.59
					JOURNAL 2021/12/57 TOTAL			213,193.18	213,193.18

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 12	57	12/15/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		22,996.29
001-213000			GENERAL - ACCOUNTS PAYABLE	22,996.29	
			FUND TOTAL	22,996.29	22,996.29
401 WATER OPERATING FUND	2021 12	57	12/15/2021		
401-130000			DUE TO/FROM CLEARING		23,826.05
401-213000			ACCOUNTS PAYABLE	23,826.05	
			FUND TOTAL	23,826.05	23,826.05
402 SEWER OPERATING FUND	2021 12	57	12/15/2021		
402-130000			DUE TO/FROM CLEARING		59,774.25
402-213000			ACCOUNTS PAYABLE	59,774.25	
			FUND TOTAL	59,774.25	59,774.25
631 CLEARING FUND	2021 12	57	12/15/2021		
631-130000			DUE TO/FROM CLEARING	106,596.59	
635-111100			CASH		106,596.59
			FUND TOTAL	106,596.59	106,596.59

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		22,996.29
401	WATER OPERATING FUND		23,826.05
402	SEWER OPERATING FUND		59,774.25
631	CLEARING FUND	106,596.59	
	TOTAL	106,596.59	106,596.59

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

JK

11/22/2021 14:32 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357771	11/22/2021	PRTD	57	BAY HAY & FEED	252024	1678955	11/11/2021		M112221	4,607.87
	Invoice: 1678955						EX/30TH ANNIVERSARY T-SHIRTS			
					4,607.87	31011131 531100	EX-GF-SUPPLIES			
							CHECK	357771 TOTAL:		4,607.87
357772	11/22/2021	PRTD	4112	PROTHMAN COMPANY	252026	2021-7624	11/16/2021		M112221	4,635.00
	Invoice: 2021-7624						PCD/MUNICIPAL CONSULTING SERVICES 11/8-11/12/21			
					2,085.75	61011581 510000	PCD - C/E ADMIN SALARY			
					1,854.00	61470581 510000	PCD - DEV ADMIN SALARY			
					695.25	61470581 510000	PCD - DEV ADMIN SALARY			
							CHECK	357772 TOTAL:		4,635.00
357773	11/22/2021	PRTD	1205	PUGET SOUND ENERGY	252027	220001336	11/18/2021		M112221	812.00
	Invoice: 220001336						NOV21 GREEN POWER CONTRACT			
					812.00	91011189 547101	ELECTRIC-GREEN POWER			
							CHECK	357773 TOTAL:		812.00

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 10,054.87

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	10,054.87

*** GRAND TOTAL *** 10,054.87

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 202									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			7,505.62	
11/22/2021	M112221	112221			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				10,054.87
11/22/2021	M112221	112221			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			2,549.25	
11/22/2021	M112221	112221			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			10,054.87	10,054.87
APP 631-130000					DUE TO/FROM CLEARING			10,054.87	
11/22/2021	M112221	112221							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				7,505.62
11/22/2021	M112221	112221							
APP 407-130000					DUE TO/FROM CLEARING				2,549.25
11/22/2021	M112221	112221							
					SYSTEM GENERATED ENTRIES TOTAL			10,054.87	10,054.87
					JOURNAL 2021/11/202 TOTAL			20,109.74	20,109.74

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	202	11/22/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		7,505.62
001-213000			GENERAL - ACCOUNTS PAYABLE	7,505.62	
			FUND TOTAL	7,505.62	7,505.62
407 BUILDING & DEVELOPMENT FUND	2021 11	202	11/22/2021		
407-130000			DUE TO/FROM CLEARING		2,549.25
407-213000			ACCOUNTS PAYABLE	2,549.25	
			FUND TOTAL	2,549.25	2,549.25
631 CLEARING FUND	2021 11	202	11/22/2021		
631-130000			DUE TO/FROM CLEARING	10,054.87	
635-111100			CASH		10,054.87
			FUND TOTAL	10,054.87	10,054.87

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		7,505.62
407	BUILDING & DEVELOPMENT FUND		2,549.25
631	CLEARING FUND	10,054.87	
	TOTAL	10,054.87	10,054.87

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

JK

11/29/2021 13:13 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357774	11/29/2021	PRTD	6420	AT&T MOBILITY	252107	287287004732X111921	11/11/2021		M112921	2,343.80
Invoice: 287287004732X111921							POL,EOC/WIRELESS CHARGES			
					2,235.51	91011215 542100	GG-C/E-PD-PHONE			
					108.29	31011256 542100	EX-GF-EMERG PREP-PHONE			
							CHECK	357774 TOTAL:		2,343.80
357775	11/29/2021	PRTD	551	CENTURYLINK	252108	6124NOV21	11/16/2021		M112921	58.32
Invoice: 6124NOV21							WEAVER PRV WATER TELEM			
					58.32	91411891 542100	GG-WTR-FAC-PHONE			
							CHECK	357775 TOTAL:		58.32
357776	11/29/2021	PRTD	460	CITY OF BI - PETTY C	252111	45145-45152	11/24/2021		M112921	57.72
Invoice: 45145-45152							PETTY CASH REIMBURSEMENT REQUEST			
					7.35	41011141 542500	FIN-C/E-ADM-POSTAGE/SHIPPING			
					17.42	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					.60	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					26.35	41011141 542500	FIN-C/E-ADM-POSTAGE/SHIPPING			
					3.59	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					.55	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					.55	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					1.31	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
							CHECK	357776 TOTAL:		57.72
357777	11/29/2021	PRTD	8646	ISLAND HANDS	252110	2140	11/21/2021		M112921	13,870.09
Invoice: 2140							PW/2020-2023 JANITORIAL CONTRACT			
					13,662.03	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					208.06	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
							CHECK	357777 TOTAL:		13,870.09
						NUMBER OF CHECKS 4	*** CASH ACCOUNT TOTAL ***			16,329.93

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	16,329.93

*** GRAND TOTAL *** 16,329.93

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 11 234									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			16,063.55	
11/29/2021 M112921		112921			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				16,329.93
11/29/2021 M112921		112921			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			58.32	
11/29/2021 M112921		112921			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			208.06	
11/29/2021 M112921		112921			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			16,329.93	16,329.93
APP 631-130000					DUE TO/FROM CLEARING			16,329.93	
11/29/2021 M112921		112921							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				16,063.55
11/29/2021 M112921		112921							
APP 401-130000					DUE TO/FROM CLEARING				58.32
11/29/2021 M112921		112921							
APP 402-130000					DUE TO/FROM CLEARING				208.06
11/29/2021 M112921		112921							
					SYSTEM GENERATED ENTRIES TOTAL			16,329.93	16,329.93
					JOURNAL 2021/11/234 TOTAL			32,659.86	32,659.86

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 11	234	11/29/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		16,063.55
001-213000			GENERAL - ACCOUNTS PAYABLE	16,063.55	
			FUND TOTAL	16,063.55	16,063.55
401 WATER OPERATING FUND	2021 11	234	11/29/2021		
401-130000			DUE TO/FROM CLEARING		58.32
401-213000			ACCOUNTS PAYABLE	58.32	
			FUND TOTAL	58.32	58.32
402 SEWER OPERATING FUND	2021 11	234	11/29/2021		
402-130000			DUE TO/FROM CLEARING		208.06
402-213000			ACCOUNTS PAYABLE	208.06	
			FUND TOTAL	208.06	208.06
631 CLEARING FUND	2021 11	234	11/29/2021		
631-130000			DUE TO/FROM CLEARING	16,329.93	
635-111100			CASH		16,329.93
			FUND TOTAL	16,329.93	16,329.93

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,063.55
401	WATER OPERATING FUND		58.32
402	SEWER OPERATING FUND		208.06
631	CLEARING FUND	16,329.93	
	TOTAL	16,329.93	16,329.93

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JK

12/06/2021 13:30 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357778	12/06/2021	PRTD	5132	CRYSTAL SPRINGS	252289	5228674 111721	11/17/2021		M120621	43.89
Invoice: 5228674 111721						CRT/WATER DELIVERY - COOLER RENTAL				
					43.89	21011125 531100	COURT - SUPPLIES			
							CHECK	357778	TOTAL:	43.89
357779	12/06/2021	PRTD	1971	KELLEY CONNECT	252290	30457488	11/10/2021		M120621	379.32
Invoice: 30457488						CRT/COPIER RENTAL				
					379.32	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	357779	TOTAL:	379.32
357780	12/06/2021	PRTD	8668	UMB BANK CONTRIBUTIO	252291	11-15-21	11/15/2021		M120621	470.83
Invoice: 11-15-21						NOV 2021 HSA CONTRIBUTIONS				
					470.83	01136 369910	OTHER MISC REVENUE (INC NSF)			
							CHECK	357780	TOTAL:	470.83
						NUMBER OF CHECKS 3	*** CASH ACCOUNT TOTAL ***			894.04

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	894.04

*** GRAND TOTAL *** 894.04

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2021 12 35					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			894.04	
12/06/2021 M120621 120621	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				894.04
12/06/2021 M120621 120621	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			894.04	894.04
APP 631-130000	DUE TO/FROM CLEARING			894.04	
12/06/2021 M120621 120621					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				894.04
12/06/2021 M120621 120621					
	SYSTEM GENERATED ENTRIES TOTAL			894.04	894.04
	JOURNAL 2021/12/35 TOTAL			1,788.08	1,788.08

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 12	35	12/06/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		894.04
001-213000			GENERAL - ACCOUNTS PAYABLE	894.04	
			FUND TOTAL	894.04	894.04
631 CLEARING FUND	2021 12	35	12/06/2021		
631-130000			DUE TO/FROM CLEARING	894.04	
635-111100			CASH		894.04
			FUND TOTAL	894.04	894.04

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		894.04
631	CLEARING FUND	894.04	
	TOTAL	894.04	894.04

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JK

12/08/2021 13:24 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357781	12/15/2021	PRTD	5	ACE HARDWARE	252008	497801	11/10/2021		12/12/21	35.94
	Invoice: 497801				35.94	73425358 531100	PW/DUCT TAPE, FLUX NOKORODE O&M-WWTP-SUPPLIES			
					252009	497881	11/12/2021		12/12/21	141.68
	Invoice: 497881				141.68	73011755 531100	PW/TARP POLY BLUE, BINDER TWINE O&M-COMMONS SUPPLIES			
					252010	497891	11/12/2021		12/12/21	82.79
	Invoice: 497891				82.79	73435838 531100	PW/A-LINE BULB, CLAMP LAMP, GRIP O&M-DECANT-SUPPLIES			
					252011	498061	11/16/2021		12/12/21	11.53
	Invoice: 498061				11.53	73425358 531100	PW/HARDWARE O&M-WWTP-SUPPLIES			
					252072	498211	11/18/2021		12/12/21	8.69
	Invoice: 498211				8.69	73011768 531100	PW/HP GOOD BRUSH, SANDPAPER O&M-C/E-PARKS-SUPPLIES			
					252073	498261	11/18/2021		12/12/21	19.61
	Invoice: 498261				19.61	73011768 531100	PW/COM SWVL MNT LIGHT CONTRL O&M-C/E-PARKS-SUPPLIES			
					252074	498311	11/19/2021		12/12/21	70.82
	Invoice: 498311				70.82	73431835 531100	PW/RULE TAPE, FASTENERS, WRENCH COMB OFFICE SUPPLIES			
					252075	498511	11/23/2021		12/12/21	28.32
	Invoice: 498511				28.32	73011897 531100	PW/ACE BEST RLR FRM, PADLOCK O&M-C/E-PWY FAC-SUPPLIES			
					252223	498531	11/23/2021		12/12/21	6.53
	Invoice: 498531				6.53	73011183 531100	PW/UNIVERSAL SOVER 1GANG GRAY O&M-C/E-CH FAC-SUPPLIES			
					252224	498551	11/24/2021		12/12/21	76.25
	Invoice: 498551				76.25	73411345 531100	PW/PLASTIC PAIL 5 GAL, TAPE MEASURE OFFICE SUPPLIES			
					252225	498621	11/29/2021		12/12/21	31.97
	Invoice: 498621				31.97	73411345 531100	PW/HEX BUSHING, FLARE NUT, FLARE CONN OFFICE SUPPLIES			
					252226	498641	11/29/2021		12/12/21	28.86
	Invoice: 498641				28.86	73411345 531100	PW/WRENCH 8" ADJ CARD CRESNT OFFICE SUPPLIES			
							CHECK	357781 TOTAL:		542.99

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357782	12/15/2021	PRTD	8672	ALLSTREAM	252265	17883498	12/01/2021		12/12/21	811.99
	Invoice: 17883498						FIN/CITYWIDE PHN SRVCS			
					811.99	71637891 542100	PW - ALLOC COMMUNICATION			
							CHECK	357782 TOTAL:		811.99
357783	12/15/2021	PRTD	4710	ASSOCIATED PETROLEU	252012	0401941-IN	11/02/2021		12/12/21	4,069.10
	Invoice: 0401941-IN						PW/REGULAR AND DIESEL FUEL			
					1,302.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					2,767.10	73638893 532000	O&M-FUEL USE-ALLOCATION			
					252013	0403426-IN	11/09/2021		12/12/21	2,961.97
	Invoice: 0403426-IN						PW/REGULAR AND DIESEL FUEL			
					1,036.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					1,925.97	73638893 532000	O&M-FUEL USE-ALLOCATION			
					252076	0404896-IN	11/16/2021		12/12/21	1,472.08
	Invoice: 0404896-IN						PW/REGULAR AND DIESEL FUEL			
					795.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					677.08	73638893 532000	O&M-FUEL USE-ALLOCATION			
					252077	0405567-IN	11/18/2021		12/12/21	1,929.31
	Invoice: 0405567-IN						PW/REGULAR AND DIESEL FUEL			
					1,350.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					579.31	73638893 532000	O&M-FUEL USE-ALLOCATION			
					252228	0411568-IN	11/23/2021		12/12/21	1,913.10
	Invoice: 0411568-IN						PW/REGULAR AND DIESEL FUEL			
					1,033.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					880.10	73637891 532000	O&M-ALLOC-FAC-FUEL			
							CHECK	357783 TOTAL:		12,345.56
357784	12/15/2021	PRTD	7821	ARAMARK	252014	512000181145	11/04/2021		12/12/21	60.36
	Invoice: 512000181145						PW/COAT LAB SPUN, COVR FR			
					60.36	73638893 589310	LAUNDRY SERVICES			
					252078	512000186511	11/11/2021		12/12/21	60.36
	Invoice: 512000186511						PW/COAT LAB SPUN, COVR FR			
					60.36	73638893 589310	LAUNDRY SERVICES			
					252229	512000191321	11/18/2021		12/12/21	60.36
	Invoice: 512000191321						PW/COAT LAB SPUN, COVR FR			
					60.36	73638893 589310	LAUNDRY SERVICES			
							CHECK	357784 TOTAL:		181.08

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357785	12/15/2021	PRTD	9542	BACKFLOWS NORTHWEST,	252123	PAYREQ2-00510	11/18/2021		12/12/21	11,134.99
	Invoice: PAYREQ2-00510						PW/2021 BACKFLOW TESTING			
					11,134.99	73411349 54110000510	BACKFLOW TEST-PRO SVCS			
								CHECK	357785 TOTAL:	11,134.99
357786	12/15/2021	PRTD	47	BAINBRIDGE DISPOSAL	252309	0001150560	11/30/2021		12/12/21	2,281.19
	Invoice: 0001150560						CITYWIDE DISP SVCS			
					146.18	91011215 547900	GG-C/E-PD-GARBAGE			
					455.23	91011768 547900	GG-C/E-PARKS-GARBAGE			
					524.27	91425358 547900	GG-WWTP-GARBAGE(NOT BIOSOLIDS)			
					1,135.55	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
					9.98	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					9.98	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					252310	0001150749	11/30/2021		12/12/21	351.91
	Invoice: 0001150749						CITY HALL DISP SVCS NOV21			
					351.91	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
					252311	0001150805	11/30/2021		12/12/21	78.96
	Invoice: 0001150805						BIG BELLY DISP SVCS NOV21			
					78.96	91011189 547903	BIG BELLY SOLAR GARBAGE CANS			
								CHECK	357786 TOTAL:	2,712.06
357787	12/15/2021	PRTD	54	BAINBRIDGE RENTAL IN	252015	CON80020	11/04/2021		12/12/21	70.37
	Invoice: CON80020						PW/ULTRA MIX OIL			
					70.37	73111427 531100	OFFICE SUPPLIES			
					252079	CON80467	11/19/2021		12/12/21	96.61
	Invoice: CON80467						PW/ULTRA MIX OIL, BIOPLUS BAR OIL			
					96.61	73111427 531100	OFFICE SUPPLIES			
								CHECK	357787 TOTAL:	166.98
357788	12/15/2021	PRTD	55	SOUND PUBLISHING, IN	252016	BIR942176	11/05/2021		12/12/21	46.75
	Invoice: BIR942176						EXCC/CONTRACT COMPLETION LEGAL NOTICE			
					46.75	36011143 544000	CLERK-C/E-ADV			
					252113	BIR942690	11/19/2021		12/12/21	55.25
	Invoice: BIR942690						CC/ORDINANCE 2021-31			
					55.25	11011113 544000	COUNCIL - LEGAL NOTICES			
					252114	BIR942691	11/19/2021		12/12/21	45.60
	Invoice: BIR942691						CC/ORDINANCE 2021-07			
					45.60	11011113 544000	COUNCIL - LEGAL NOTICES			
					252115	BIR942697	11/19/2021		12/12/21	39.60

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
Invoice: BIR942697							CC/ORDINANCE 2021-23			
						39.60 11011113 544000	COUNCIL - LEGAL NOTICES			
					252116	BIR943127	11/19/2021		12/12/21	42.50
Invoice: BIR943127							CC/ORDINANCE 2021-34			
						42.50 11011113 544000	COUNCIL - LEGAL NOTICES			
					252230	BIR935218	08/13/2021		12/12/21	82.17
Invoice: BIR935218							CC/PUBLIC HEARING ORDINANCE 2021-10			
						82.17 11011113 544000	COUNCIL - LEGAL NOTICES			
								CHECK 357788 TOTAL:		311.87
357789	12/15/2021	PRTD	9856	BARR-TECH LLC	252028	7360	10/31/2021		12/12/21	6,058.00
Invoice: 7360							PW/BIOSOLIDS PROCESSED OCTOBER 2021			
						6,058.00 73425358 54790100551	BIOSOLIDS WASTE DISPOSAL			
								CHECK 357789 TOTAL:		6,058.00
357790	12/15/2021	PRTD	57	BAY HAY & FEED	252017	1678150	11/08/2021		12/12/21	22.01
Invoice: 1678150							PW/PROPANE 4.9 GALLONS			
						22.01 73431835 531100	OFFICE SUPPLIES			
								CHECK 357790 TOTAL:		22.01
357791	12/15/2021	PRTD	7242	BELFAIR HOSE & HYDRA	252018	42554	10/14/2021		12/12/21	50.19
Invoice: 42554							PW/8 100R16, 8 HOSE X-8 FJ			
						50.19 73111427 531100	OFFICE SUPPLIES			
								CHECK 357791 TOTAL:		50.19
357792	12/15/2021	PRTD	5623	BHC CONSULTANTS	252125	0014970	11/23/2021		12/12/21	5,297.97
Invoice: 0014970							PW/REGULATORY AIR GAP PROJECT (IN			
						5,297.97 73423943 64110001101	WWTP AIRGAP REPL-PROF SVCS			
								CHECK 357792 TOTAL:		5,297.97
357793	12/15/2021	PRTD	314	BAINBRIDGE ISLAND FI	252161	T 10-2021	11/16/2021		12/12/21	621.60
Invoice: T 10-2021							POL/TRANSMITTER SUBLEASE			
						621.60 53011212 545000	POLICE - C/E PATROL RENTS			
								CHECK 357793 TOTAL:		621.60
357794	12/15/2021	PRTD	971	BAINBRIDGE ISLAND HI	252124	987	12/01/2021		12/12/21	6,000.00
Invoice: 987							EX/2020-21 CULTURAL FUNDING: HER			
						6,000.00 31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
								CHECK	357794 TOTAL:	6,000.00
357795	12/15/2021	PRTD	4904	BOSTEC INC	252163	44513	11/24/2021		12/12/21	43.60
	Invoice: 44513						CRT/BREATH ALCOHOL TESTING SUPPLIES			
					43.60	21011125 531100	COURT - SUPPLIES			
								CHECK	357795 TOTAL:	43.60
357796	12/15/2021	PRTD	9901	BRITTANY A KIRK	252332	0000092	12/07/2021		12/12/21	3,037.50
	Invoice: 0000092						EX/FACILITATION NOVEMBER 2021			
					3,037.50	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
								CHECK	357796 TOTAL:	3,037.50
357797	12/15/2021	PRTD	78	BROWNE WHEELER ENGIN	252063	10353	11/09/2021		12/12/21	2,092.50
	Invoice: 10353						ENG/2021 ANNUAL DRAINAGE PROFESSIO			
					2,092.50	72431835 54110001174	2021 ANNUAL DRAIN PRGM-PRO SVC			
					252064	10370	11/09/2021		12/12/21	1,837.50
	Invoice: 10370						ENG/2021 ANNUAL DRAINAGE PROFESSIO			
					1,837.50	72431835 54110001174	2021 ANNUAL DRAIN PRGM-PRO SVC			
					252065	10368	11/09/2021		12/12/21	1,258.75
	Invoice: 10368						ENG/SEABORN RD DRAINAGE			
					1,258.75	72431835 54110001174	2021 ANNUAL DRAIN PRGM-PRO SVC			
					252119	10392	11/29/2021		12/12/21	257.50
	Invoice: 10392						ENG/2021 ANNUAL DRAINAGE PROFESSIO			
					257.50	72431835 54110001174	2021 ANNUAL DRAIN PRGM-PRO SVC			
					252120	10393	11/29/2021		12/12/21	257.50
	Invoice: 10393						ENG/SEABORN RD DRAINAGE			
					257.50	72431835 54110001174	2021 ANNUAL DRAIN PRGM-PRO SVC			
					252121	10394	11/29/2021		12/12/21	1,040.00
	Invoice: 10394						ENG/2021 ANNUAL DRAINAGE PROFESSIO			
					1,040.00	72431835 54110001174	2021 ANNUAL DRAIN PRGM-PRO SVC			
								CHECK	357797 TOTAL:	6,743.75
357798	12/15/2021	PRTD	360	BUILDERS FIRSTSOURCE	252019	84430826	11/04/2021		12/12/21	42.50
	Invoice: 84430826						PW/SUPREME OCF 25YR ONYX BLACK			
					42.50	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					252020	84460950	11/10/2021		12/12/21	98.09
	Invoice: 84460950						PW/BUBBLE INSUL 24INX50FT DOUBLE ROLL			
					98.09	73425358 531100	O&M-WWTP-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					252080	84493562	11/16/2021		12/12/21	49.02
	Invoice: 84493562						PW/INSTALLATION DUCT 2X12X15			
					49.02	73425358 531100	O&M-WWTP-SUPPLIES			
					252081	84519939	11/22/2021		12/12/21	366.22
	Invoice: 84519939						PW/6 MIL BLACK VISQUEEN ROLL			
					366.22	73431835 531100	OFFICE SUPPLIES			
							CHECK	357798	TOTAL:	555.83
357799	12/15/2021	PRTD	9863	CAMINO TECHNOLOGIES	252237	1112	09/23/2021		12/12/21	10,000.00
	Invoice: 1112						PCD/CAMINO GUIDE SOFTWARE			
					10,000.00	61011581 548500	PCD-GF-ADMIN-SOFTWARE MAINT			
							CHECK	357799	TOTAL:	10,000.00
357800	12/15/2021	PRTD	1052	CANON SOLUTIONS AMER	252333	482.62	07/13/2021		12/12/21	482.62
	Invoice: 482.62						IT/PRINTER, PLOTTER LEASE			
					482.62	81011881 545000	IT - C/E RENTS & LEASES			
							CHECK	357800	TOTAL:	482.62
357801	12/15/2021	PRTD	1052	CANON FINANCIAL SERV	252156	27051186	07/13/2021		12/12/21	482.62
	Invoice: 27051186						IT/OCE PLOTTER, PRINTER LEASE			
					482.62	81011881 545000	IT - C/E RENTS & LEASES			
							CHECK	357801	TOTAL:	482.62
357802	12/15/2021	PRTD	9449	CASCADE COLUMBIA DIS	252238	823603	11/19/2021		12/12/21	543.89
	Invoice: 823603						PW/SODIUM HYPOCHLORITE			
					543.89	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	357802	TOTAL:	543.89
357803	12/15/2021	PRTD	8253	CHS POULSBO	252022	43518H	11/03/2021		12/12/21	480.16
	Invoice: 43518H						PW/SALT BAG PELLETS 40# MORTONS			
					480.16	73411345 531100	OFFICE SUPPLIES			
							CHECK	357803	TOTAL:	480.16
357804	12/15/2021	PRTD	9908	CINTAS CORPORATION #	252239	5085979690	12/01/2021		12/12/21	229.59
	Invoice: 5085979690						CITY HALL FIRST AID RESTOCK			
					229.59	91011183 531100	GG-C/E-CH CLEANING-SUPPLIES			
					252312	5085979700	12/01/2021		12/12/21	257.17

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

INVOICE DTL DESC

Invoice: 5085979700 — POL/FIRST AID RESTOCK
257.17 51011215 531100 POLICE - C/E FACIL SUPPLIES

CHECK 357804 TOTAL: 486.76

357805 12/15/2021 PRTD 634 CITY OF BAINBRIDGE I 252313 BLD26091 12/03/2021 12/12/21 572.00
Invoice: BLD26091 — ENG/PERMIT BLD26091 GAF
572.00 72431835 54980001174 2021 ANNUAL DRAIN PRGM-PERMITS

CHECK 357805 TOTAL: 572.00

357806 12/15/2021 PRTD 460 PETTY CASH 252274 POL-2021-11 11/30/2021 12/12/21 28.80
Invoice: POL-2021-11 — POL/PETTY CASH
7.07 51011217 531100 PD-C/E-PARKING ENF-SUPPLIES
10.89 51011211 53110000589 PD-COMM OUTREACH-SUPPLIES
6.09 51011215 531100 POLICE - C/E FACIL SUPPLIES
4.75 91011215 542500 GG-C/E-PD-POSTAGE

CHECK 357806 TOTAL: 28.80

357807 12/15/2021 PRTD 102 CITY OF BAINBRIDGE I 252070 RETREQ4-818/821 11/22/2021 20210037 12/12/21 1,200.00
Invoice: RETREQ4-818/821 — ENG/BI ELECTRIC - RETAINAGE
516.00 72413434 66300000818 SCADA UPGRADES WTR CONSTRUC
684.00 72423434 66300000821 SWR-SCADA UPGRADES-CONSTR

CHECK 357807 TOTAL: 1,200.00

357808 12/15/2021 PRTD 102 CITY OF BAINBRIDGE I 252126 RETREQ2-00510 11/18/2021 20210045 12/12/21 585.23
Invoice: RETREQ2-00510 — PW/2021 BACKFLOW TESTING RETAINAG
585.23 73411349 54110000510 BACKFLOW TEST-PRO SVCS

CHECK 357808 TOTAL: 585.23

357809 12/15/2021 PRTD 104 CITY OF BREMERTON 252164 BPD0002768 11/16/2021 12/12/21 600.00
Invoice: BPD0002768 — POL/RANGE RENTAL
600.00 53011212 545000 POLICE - C/E PATROL RENTS

CHECK 357809 TOTAL: 600.00

357810 12/15/2021 PRTD 104 CITY OF BREMERTON 252334 BKAT000641 12/01/2021 12/12/21 2,932.24
Invoice: BKAT000641 — IT/BROADCAST SERVICES FOR PUBLIC MTGS
2,932.24 81011881 542420 IT-C/E-TELEVISTED COUNCIL MEET

CHECK 357810 TOTAL: 2,932.24

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357811	12/15/2021	PRTD	518	CRIMINAL JUSTICE TRA	252165	201135752	10/29/2021		12/12/21	300.00
	Invoice: 201135752						POL/PRE-SUPERVISOR/MCCARTY			
					300.00	53011212 443410	POLICE - C/E PATROL TRAINING			
							CHECK	357811 TOTAL:		300.00
357812	12/15/2021	PRTD	8024	CLEARWAY ENVIRONMENT	252023	18-23-COBI-ROCK-3	11/16/2021		12/12/21	7,637.27
	Invoice: 18-23-COBI-ROCK-3						ENG/EEL GRASS MONITORING THROUGH 1			
					7,637.27	72011391 54110000710	ROCKAWAY-MIT/MONITORING-P SVCS			
							CHECK	357812 TOTAL:		7,637.27
357813	12/15/2021	PRTD	6920	COMCAST	252166	DEC21	11/20/2021		12/12/21	11.23
	Invoice: DEC21						POL/HD CONVERTER BOX			
					11.23	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK	357813 TOTAL:		11.23
357814	12/15/2021	PRTD	7509	CONSTRUCTION PARTS L	252029	34352	11/12/2021		12/12/21	3,297.29
	Invoice: 34352						PW/JOMA PLOW BLADES			
					3,297.29	73111256 531100	O&M-STREET-EM PREP-SUPPLIES			
							CHECK	357814 TOTAL:		3,297.29
357815	12/15/2021	PRTD	142	COPIERS NORTHWEST IN	252066	INV2386822	11/23/2021		12/12/21	700.69
	Invoice: INV2386822						EX,FIN/COPIER LEASE			
					350.34	31011131 545000	EX-GF-RENTS & LEASES			
					350.35	41011141 545000	FIN - C/E ADMIN RENTS & LEASES			
					252168	INV2371961	10/22/2021		12/12/21	636.98
	Invoice: INV2371961						EX,FIN/COPIER LEASE			
					318.49	31011131 545000	EX-GF-RENTS & LEASES			
					318.49	41011141 545000	FIN - C/E ADMIN RENTS & LEASES			
							CHECK	357815 TOTAL:		1,337.67
357816	12/15/2021	PRTD	4950	CORRECT EQUIPMENT IN	252127	45522	11/19/2021		12/12/21	995.40
	Invoice: 45522						PW/SERVICE CALL REPLACE STATOR, SWITCHES			
					995.40	73426355 54810000562	GRINDER PUMP MAINT CONTRACT			
							CHECK	357816 TOTAL:		995.40
357817	12/15/2021	PRTD	9918	CRAMPTON, STEPHEN	252091	BLD25117	11/24/2021		12/12/21	48.16
	Invoice: BLD25117						PERMIT BLD25117 FEE REFUND			
					48.16	47148 322100	BUILDINGS, STRUCT. & EQ			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
						CHECK	357817 TOTAL:		48.16
357818	12/15/2021	PRTD	1596 CUMMINS INC	252030	01-28146	11/10/2021		12/12/21	1,369.98
	Invoice: 01-28146				PW/GENERATOR PLANNES MAINTENANCE				
				1,369.98	73421355 541100 WIN COLL-PROF SVCS				
				252031	01-28182	11/10/2021		12/12/21	1,369.98
	Invoice: 01-28182				PW/GENERATOR PLANNED MAINTENANCE				
				1,369.98	73011183 541100 O&M-C/E-CH FAC-PROF SVCS				
				252032	01-28180	11/10/2021		12/12/21	1,369.98
	Invoice: 01-28180				PW/GENERATOR PLANNED MAINTENANCE				
				1,369.98	73421355 541100 WIN COLL-PROF SVCS				
				252033	01-28174	11/10/2021		12/12/21	1,424.48
	Invoice: 01-28174				PW/GENERATOR PLANNED MAINTENANCE				
				1,424.48	73011897 541100 O&M-C/E-PWY FAC-PROF SVCS				
				252034	01-28171	11/10/2021		12/12/21	2,689.31
	Invoice: 01-28171				PW/GENERATOR PLANNED MAINTENANCE				
				2,689.31	73011256 54110000920 EOC ELECTRICAL/ANTENNA-PROF SV				
				252035	01-28149	11/10/2021		12/12/21	1,369.98
	Invoice: 01-28149				PW/GENERATOR PLANNED MAINTENANCE				
				1,369.98	73421355 541100 WIN COLL-PROF SVCS				
				252036	01-28165	11/10/2021		12/12/21	1,424.48
	Invoice: 01-28165				PW/GENERATOR PLANNED MAINTENANCE				
				1,424.48	73421355 541100 WIN COLL-PROF SVCS				
				252037	01-28189	11/10/2021		12/12/21	2,063.38
	Invoice: 01-28189				PW/GENERATOR PLANNED MAINTENANCE				
				2,063.38	73425358 541100 O&M-WWTP-PROF SVCS				
				252038	01-28511	11/15/2021		12/12/21	1,369.98
	Invoice: 01-28511				PW/GENERATOR PLANNED MAINTENANCE				
				1,369.98	73421355 541100 WIN COLL-PROF SVCS				
						CHECK	357818 TOTAL:		14,451.55
357819	12/15/2021	PRTD	6363 LN CURTIS & SONS	252169	INV543254	11/12/2021		12/12/21	1,495.41
	Invoice: INV543254				POL/BODY ARMOR - LASNIER				
				1,495.41	53011212 52000000499 BVP-BULLETPROOF VESTS-PURCHASE				
				252170	INV543725	11/15/2021		12/12/21	205.62
	Invoice: INV543725				POL/UNIFORMS - LASNIER				
				205.62	53011212 520000 POLICE - C/E PATROL BENEFITS				
				252171	INV543811	11/15/2021		12/12/21	622.25

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: INV543811						POL/UNIFORMS - CK, CM			
					622.25	53011212 520000	POLICE - C/E PATROL BENEFITS			
					252173	INV544586	11/17/2021	12/12/21		955.92
	Invoice: INV544586						POL/UNIFORMS - JB, CL, CM			
					955.92	53011212 520000	POLICE - C/E PATROL BENEFITS			
					252174	INV545113	11/19/2021	12/12/21		105.61
	Invoice: INV545113						POL/POUCH - LASNIER			
					105.61	53011212 531100	PD-C/E-PATROL SUPPLIES			
					252314	INV548170	11/30/2021	12/12/21		323.22
	Invoice: INV548170						POL/UNIFORMS/MCCARTY			
					323.22	53011212 520000	POLICE - C/E PATROL BENEFITS			
								CHECK 357819 TOTAL:		3,708.03
357820	12/15/2021	PRTD	7016	CUSTOM PRINTING	252267	9851	11/24/2021	12/12/21		151.20
	Invoice: 9851						PCD/BUSINESS CARDS JM, CW, MH			
					151.20	61470581 549500	PCDADM-DEV-COPIES/PRINTING			
								CHECK 357820 TOTAL:		151.20
357821	12/15/2021	PRTD	152	DAILY JOURNAL OF COM	252092	3373328	11/17/2021	12/12/21		193.55
	Invoice: 3373328						ENG/STORMWATER SYSTEM PLAN SOQ			
					193.55	72431832 54400001031	ISLANDWIDE SSWM STUDY-ADV			
					252268	3373493	11/24/2021	12/12/21		208.25
	Invoice: 3373493						ENG/WINSLOW WATER TANK REPLACEMENT PRJ			
					208.25	72413434 64400000988	NEW WATER TANKS-ADV			
								CHECK 357821 TOTAL:		401.80
357822	12/15/2021	PRTD	5060	DARREL EMEL'S TREE S	252082	5148	11/19/2021	12/12/21		3,161.00
	Invoice: 5148						PW/11505 SUNRISE DR NE TREE REMOVAL			
					3,161.00	73111427 54810000354	TREE PRES & REMOVAL-ROADS			
								CHECK 357822 TOTAL:		3,161.00
357823	12/15/2021	PRTD	4186	DMCJA TREASURER, STE	252175	2022-MCCULLOCH	11/24/2021	12/12/21		500.00
	Invoice: 2022-MCCULLOCH						CRT/DUES: JUDGE SARA MCCULLOCH			
					500.00	21011125 549100	COURT-DUES/SUBSCR/MEMBERSHIPS			
								CHECK 357823 TOTAL:		500.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357824	12/15/2021	PRTD	4192	DMCMA	252240	2022-DH	12/01/2021		12/12/21	150.00
	Invoice: 2022-DH						CRT/MEMBERSHIP DUES HARTMAN			
					150.00	21011125 549100	COURT-DUES/SUBSCR/MEMBERSHIPS			
							CHECK	357824 TOTAL:		150.00
357825	12/15/2021	PRTD	4174	ENVIRO-CLEAN EQUIPME	252241	21-56304	11/24/2021		12/12/21	354.90
	Invoice: 21-56304						PW/MAINTENANCE KIT			
					354.90	73431835 531100	OFFICE SUPPLIES			
					252242	21-56311	11/24/2021		12/12/21	2,675.56
	Invoice: 21-56311						PW/BROOM, WIDE SWEEP			
					2,675.56	73431835 531100	OFFICE SUPPLIES			
							CHECK	357825 TOTAL:		3,030.46
357826	12/15/2021	PRTD	1953	FERGUSON ENTERPRISES	252040	1047305	11/08/2021		12/12/21	34.57
	Invoice: 1047305						PW/LF BRS SQ HD CORED PLUGS			
					34.57	73411345 531100	OFFICE SUPPLIES			
					252083	1050533	11/18/2021		12/12/21	5,085.96
	Invoice: 1050533						PW/1.5, 2 OMNI C2 100CF AMR			
					5,085.96	73411345 531100	OFFICE SUPPLIES			
					252243	1051389	11/29/2021		12/12/21	234.20
	Invoice: 1051389						PW/PTD LW FLX GRV COUP E			
					234.20	73411345 531100	OFFICE SUPPLIES			
							CHECK	357826 TOTAL:		5,354.73
357827	12/15/2021	PRTD	8292	FLYING WRENCH SERVIC	252084	26055	11/18/2021		12/12/21	4,300.07
	Invoice: 26055						PW/VEH 12 REPAIRS			
					4,300.07	73111423 548100	REPAIRS & MAINTENANCE			
							CHECK	357827 TOTAL:		4,300.07
357828	12/15/2021	PRTD	9920	FRIEDMAN, JEFFREY &	252335	12-07-2021	12/07/2021		12/12/21	375.00
	Invoice: 12-07-2021						SENIOR CENTER RENTAL 12/10/21 REFUND			
					150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME			
					225.00	01136 362430	SC/COMMONS ROOM RENTALS			
							CHECK	357828 TOTAL:		375.00
357829	12/15/2021	PRTD	8095	GUNARAMA WHOLESALE,	252176	1144486	11/12/2021		12/12/21	2,654.15
	Invoice: 1144486						POL/GLOCKS X5, SIGHT			
					2,654.15	53011212 531100	PD-C/E-PATROL SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 357829 TOTAL:		2,654.15
357830	12/15/2021	PRTD	9906	GEOSTABILIZATION INT	252041	21062701	11/12/2021		12/12/21	11,000.00
	Invoice: 21062701						ENG/DESIGN OF SLIDE REPAIR			
					11,000.00	72321953 64110001166	YEOMALT DR SLIDE-PROF SVCS			
								CHECK 357830 TOTAL:		11,000.00
357831	12/15/2021	PRTD	7451	GOOD TO GO!	252104	21575335	11/11/2021		12/12/21	6.50
	Invoice: 21575335						ENG/TOLL FEES 6/15/2021			
					6.50	72637319 53110000809	WATER QUAL FLOW MONIT-SUPPLIES			
								CHECK 357831 TOTAL:		6.50
357832	12/15/2021	PRTD	513	GRAINGER	252042	9117067935	11/10/2021		12/12/21	240.67
	Invoice: 9117067935						PW/WATER PRESSURE GAUGES			
					240.67	73411345 531100	OFFICE SUPPLIES			
								CHECK 357832 TOTAL:		240.67
357833	12/15/2021	PRTD	6765	GREY CHEVROLET	252085	6102936	11/18/2021		12/12/21	316.10
	Invoice: 6102936						POL/CHEV TAHOE CHECK ENGINE LIGHT REPAIRS			
					316.10	51011215 548100	POLICE - C/E FACIL REPAIRS			
								CHECK 357833 TOTAL:		316.10
357834	12/15/2021	PRTD	1517	GUARDIAN SECURITY SY	252177	1193426	12/01/2021		12/12/21	260.52
	Invoice: 1193426						POL/ALARM MONITORING			
					260.52	51011215 541100	POLICE - C/E FACIL PROF SVCS			
					252315	1198694	12/02/2021		12/12/21	190.76
	Invoice: 1198694						POL/SERVICE CALL			
					190.76	51011215 548100	POLICE - C/E FACIL REPAIRS			
								CHECK 357834 TOTAL:		451.28
357835	12/15/2021	PRTD	8374	HEARING ADVANTAGE, I	252043	9637	11/18/2021		12/12/21	35.00
	Invoice: 9637						PW/HEARING SCREENING SRVC			
					35.00	73637891 541100	PROFESSIONAL SERVICES			
								CHECK 357835 TOTAL:		35.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357836	12/15/2021	PRTD	4850	HOME DEPOT CREDIT SE	252086	652017724	11/09/2021		12/12/21	35.19
	Invoice: 652017724						PW/3 ROLL SYSTEM TOILET TISSUE			
					35.19	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
							CHECK	357836 TOTAL:		35.19
357837	12/15/2021	PRTD	6857	INGERSOLL RAND COMPA	252244	25886098	11/19/2021		12/12/21	3,301.98
	Invoice: 25886098						PW/FILTER 2000 ELEMENT, KIT EXHAUST			
					3,301.98	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	357837 TOTAL:		3,301.98
357838	12/15/2021	PRTD	9567	SARAH LANE	252044	111822B	11/18/2021		12/12/21	540.00
	Invoice: 111822B						EX/WRITING & EDITING SUPPORT COBI CONNECTS			
					540.00	31011572 54110001015	NEWSLETTER-PROF SVCS			
							CHECK	357838 TOTAL:		540.00
357839	12/15/2021	PRTD	9883	INVOICE CLOUD INC	252325	2698-2021_10	10/31/2021		12/12/21	1,218.30
	Invoice: 2698-2021_10						FIN/ONLINE UB PAYMENT SERVICES			
					609.15	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					609.15	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					252326	2698-2021_11	11/30/2021		12/12/21	1,400.37
	Invoice: 2698-2021_11						FIN/ONLINE UB PAYMENT SERVICES			
					700.18	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					700.19	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK	357839 TOTAL:		2,618.67
357840	12/15/2021	PRTD	3114	JOHNSON CONTROLS FIR	252270	22613683	11/22/2021		12/12/21	303.53
	Invoice: 22613683						PW/280 MADISON AVE DEC20-NOV21			
					303.53	73011183 54110001081	FIRE SPRINK/ALARM TEST-CH			
					252271	22613690	11/22/2021		12/12/21	152.12
	Invoice: 22613690						PW/7305 NE HIDDEN COVE RD DEC20-NOV21			
					152.12	73011189 54110001081	FIRE SPRINK/ALARM TEST-O&M			
					252272	22613773	11/22/2021		12/12/21	152.12
	Invoice: 22613773						PW/370 BRIEN DR DEC20-NOV21			
					152.12	73011755 54110001081	FIRE SPRINK/ALARM TEST-COMMONS			
							CHECK	357840 TOTAL:		607.77

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357841	12/15/2021	PRTD	9775	KCB ENVIRONMENTAL LL	252245	12012021	12/01/2021	20210031	12/12/21	7,500.00
	Invoice: 12012021						PW/ASBESTOS ABATEMENT MOBILE HOME			
					7,500.00	73011182 54110000504	IMHP-SALES EXP-PROF SVCS			
							CHECK	357841 TOTAL:		7,500.00
357842	12/15/2021	PRTD	338	KITSAP COUNTY SHERIF	252178	20210073	11/23/2021		12/12/21	6,203.48
	Invoice: 20210073						POL/PRISONER BOARD/OCT			
					6,203.48	51011236 551000	POLICE - C/E PRISONER DETENT'N			
							CHECK	357842 TOTAL:		6,203.48
357843	12/15/2021	PRTD	1971	KELLEY CONNECT	252067	30457485	11/10/2021		12/12/21	316.10
	Invoice: 30457485						PCD/COPIER LEASE			
					316.10	61470581 549500	PCDADM-DEV-COPIES/PRINTING			
					252068	30457487	11/10/2021		12/12/21	360.80
	Invoice: 30457487						PCD/COPIER LEASE			
					360.80	61470581 549500	PCDADM-DEV-COPIES/PRINTING			
					252128	30457486	11/10/2021		12/12/21	318.28
	Invoice: 30457486						ENG/COPIER LEASE			
					318.28	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
							CHECK	357843 TOTAL:		995.18
357844	12/15/2021	PRTD	9565	KATHERINE L KIRKLAND	252105	020	11/23/2021		12/12/21	720.00
	Invoice: 020						EX/DESIGN STRATEGY FOR COBI 30TH ANNIVERSARY LOGO			
					720.00	31011572 541100	EX-GF-OUTREACH-PROF SVCS			
							CHECK	357844 TOTAL:		720.00
357845	12/15/2021	PRTD	8546	KITSAP 911 PUBLIC AU	252179	BIPD2021-12	11/15/2021		12/12/21	11,656.17
	Invoice: BIPD2021-12						POL/CALL CENTER SERVICES			
					8,159.32	53011286 551000	POLICE - C/E PATROL CENCOM			
					3,496.85	52011286 551000	POLICE - C/E - INVEST CENCOM			
							CHECK	357845 TOTAL:		11,656.17
357846	12/15/2021	PRTD	694	KITSAP PUD #1	252157	SEP-NOV21	11/16/2021		12/12/21	40.97
	Invoice: SEP-NOV21						WATER/LOT1 BELFAIR AVE			
					40.97	91011768 547500	GG-C/E-PARKS-WTR/SWR			
							CHECK	357846 TOTAL:		40.97

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357847	12/15/2021	PRTD	8371	LEWIS COUNTY SHERIFF	252316	DISP 10-21-21	10/20/2021		12/12/21	48.89
	Invoice: DISP 10-21-21						POL/DISPOSAL SERVICES			
					48.89	91011215 547900	GG-C/E-PD-GARBAGE			
							CHECK	357847 TOTAL:		48.89
357848	12/15/2021	PRTD	8231	MALCOLM MEAD	252122	MM-11232021	11/23/2021		12/12/21	1,000.00
	Invoice: MM-11232021						EX/FOOD AND WATER X 11 PALLETS			
					1,000.00	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
							CHECK	357848 TOTAL:		1,000.00
357849	12/15/2021	PRTD	9263	BELLEVUE PRINTING LL	252046	54037	11/18/2021		12/12/21	5,964.32
	Invoice: 54037						EX/PRINTING & MAILING NOV COBI CONNECTS			
					2,307.88	31011572 54250001015	NEWSLETTER-POSTAGE			
					3,656.44	31011572 54950001015	NEWSLETTER-PRINTING			
							CHECK	357849 TOTAL:		5,964.32
357850	12/15/2021	PRTD	2574	NATIONAL BARRICADE C	252087	293807	11/17/2021		12/12/21	2,119.78
	Invoice: 293807						PW/ALUMINUM SIGNS			
					2,119.78	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					252088	293808	11/17/2021		12/12/21	1,424.63
	Invoice: 293808						PW/ALUMINUM SIGNS			
					1,424.63	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					252089	293809	11/17/2021		12/12/21	287.11
	Invoice: 293809						PW/LIGHT, BARRICADE, 3-WAY LED			
					287.11	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	357850 TOTAL:		3,831.52
357851	12/15/2021	PRTD	4965	NATIONAL SAFETY INC	252047	0635434-IN	11/12/2021		12/12/21	943.94
	Invoice: 0635434-IN						PW/LED RECHARGABLE BLACK LIGHTS			
					943.94	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	357851 TOTAL:		943.94
357852	12/15/2021	PRTD	9254	NELSON NYGAARD CONSU	252288	80851	11/29/2021		12/12/21	2,992.50
	Invoice: 80851						ENG/SUSTAINABLE TRANSPORTATION PLA			
					2,992.50	72111444 54110001018	SUSTAINABLE TRANS-PROF SVC			
							CHECK	357852 TOTAL:		2,992.50

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357853	12/15/2021	PRTD	2430	OGDEN MURPHY WALLACE	252247	856522	11/18/2021		12/12/21	5,633.90
	Invoice: 856522						LEGAL/PROFESSIONAL SERVICES OCT 2021			
					346.50	32470152 54111101171	LIT-CLARK (FED. CT.)			
					94.50	32011152 54111001020	SMALL CELL WIRELESS ORD			
					109.50	32011152 54111001046	LGL-PSE FRANCHISE			
					169.40	32011152 54111001131	ETHICS BOARD LEGAL ADVISOR			
					1,386.00	32011152 541110	LGL-GF-LEGAL ADVICE			
					1,827.00	91011211 541110	GG-C/E-CIVIL SVC-LEGAL ADVICE			
					1,701.00	32470152 54111100897	PRES RESP SHORE(CT OF APPEALS)			
								CHECK	357853 TOTAL:	5,633.90
357854	12/15/2021	PRTD	7925	OMNIPARK, INC	252318	123690	12/01/2021		12/12/21	379.32
	Invoice: 123690						POL/PARKING SYSTEM SUPPORT			
					379.32	51011217 548500	PD-C/E-PARKING ENF-COMP SUPPOR			
								CHECK	357854 TOTAL:	379.32
357855	12/15/2021	PRTD	8286	SUPERINTENDENT OF P	252180	16968	11/17/2021		12/12/21	362.00
	Invoice: 16968						POL/FINGERPRINTING			
					362.00	41654861 586110	FINGERPRINT DISB TO SPI			
								CHECK	357855 TOTAL:	362.00
357856	12/15/2021	PRTD	6989	POLICE EXECUTIVE RES	252181	10805	11/16/2021		12/12/21	200.00
	Invoice: 10805						POL/ANNUAL DUES - CLARK			
					200.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
								CHECK	357856 TOTAL:	200.00
357857	12/15/2021	PRTD	8922	REXEL USA INC.	252048	2F78169	11/15/2021		12/12/21	186.23
	Invoice: 2F78169						PW/LGD LED 95W ENCLOSED			
					186.23	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					252090	2G27620	11/18/2021		12/12/21	274.72
	Invoice: 2G27620						PW/PULSERATED MOGUL, LGD LED ENCLOSED			
					274.72	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
								CHECK	357857 TOTAL:	460.95
357858	12/15/2021	PRTD	9349	PROPANE NORTHWEST	252093	1505067093	10/20/2021		12/12/21	1,269.64
	Invoice: 1505067093						596.10 PROPANE, HAZMAT DELIVERY CHARGE			
					1,269.64	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			
					252094	1505288857	11/17/2021		12/12/21	1,387.22
	Invoice: 1505288857						640.80 PROPANE, HAZMAT DELIVERY CHAGRE			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					1,387.22	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			
							CHECK	357858 TOTAL:		2,656.86
357859	12/15/2021	PRTD	1864	PUGET SOUND CLEAN AI	252095	20222470	11/19/2021		12/12/21	140.00
Invoice: 20222470							PW/FEE FOR GASOLINE FACILITIES			
					140.00	73011897 549800	O&M-C/E-PWYD FAC-PERMITS			
							CHECK	357859 TOTAL:		140.00
357860	12/15/2021	PRTD	1205	PUGET SOUND ENERGY	252328	0727NOV21	12/01/2021		12/12/21	10.86
Invoice: 0727NOV21							184 WINSLOW WAY W			
					10.86	91011739 547100	COMM EVENTS-ELECTRICITY			
					252329	9047NOV21	12/01/2021		12/12/21	36,298.70
Invoice: 9047NOV21							CITY WIDE ENERGY SERVICES			
					414.11	71011183 54710000724	PD/COURT BLDG NON CAP-ELECTRIC			
					48.40	73416345 547100	CASEY STREET WTR-ELECTRICITY			
					8,325.81	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
					702.40	91011215 547100	GG-C/E-PD-ELECTRIC			
					243.72	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
					32.12	91011557 547100	FARMS-ELECTRIC			
					10.86	91011739 547100	COMM EVENTS-ELECTRICITY			
					225.54	91011755 547100	GG-C/E-COMMONS-ELECTRIC			
					473.22	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					2,399.73	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
					12.30	91021182 547100	GG-OS-PROP MNGT-ELECTRIC			
					4,728.44	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					451.01	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
					8,485.65	91411345 547100	GG-WTR-ELECTRIC			
					252.19	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
					2,546.04	91421355 547100	GG-SWR-ELECTRIC			
					6,885.89	91425358 547100	GG-WWTP-ELECTRIC			
					61.27	91435838 547100	GG-DECANT-ELECTRIC			
							CHECK	357860 TOTAL:		36,309.56
357861	12/15/2021	PRTD	9440	QBSI-XEROX	252319	IN2295986	11/29/2021		12/12/21	56.00
Invoice: IN2295986							CRT/COPIER LEASE			
					56.00	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	357861 TOTAL:		56.00
357862	12/15/2021	PRTD	8058	RWC INTERNATIONAL LL	252096	XA103028540:01	11/15/2021		12/12/21	226.29
Invoice: XA103028540:01							PW/KEY, KEY CUTTING, SHIPPING			
					226.29	73111427 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	357862 TOTAL:		226.29
357863	12/15/2021	PRTD	7385	CHARLES P. SHANE	252248	003204	12/02/2021		12/12/21	81.00
Invoice: 003204							LEGAL/PUBLIC DEFENDER SERVICES			
					81.00	32011281 541113	LGL-PUBLIC DEFENDER			
							CHECK	357863 TOTAL:		81.00
357864	12/15/2021	PRTD	8035	SHINE QUARRY, LLC	252049	0035829	11/04/2021		12/12/21	518.67
Invoice: 0035829							PW/4"-8" CLEAN GRAVEL			
					518.67	73111427 531100	OFFICE SUPPLIES			
							CHECK	357864 TOTAL:		518.67
357865	12/15/2021	PRTD	9584	SILKE COMMUNICATIONS	252050	00112512-CR	08/11/2021		12/12/21	-572.80
Invoice: 00112512-CR							PW/CREDIT MEMO FOR DOUBLE PAYMENT OF INVOICE			
					-143.20	73424435 66400000982	2020 F-150-EQ PURCHASE			
					-143.20	73111944 66400000985	2019 MAN LIFT-EQ PURCHASE			
					-143.20	73414434 66400000983	2019 MED DUTY PU-EQ PURCHASE			
					-71.60	73111944 66400000976	2019 DUMP TRUCK-EQ REPLACEMENT			
					-71.60	73434438 66400000976	2019 DUMP TRUCK-EQ REPLACEMENT			
					252051	112777	08/24/2021		12/12/21	310.37
Invoice: 112777							PW/PNW CB INSTALL, SLIM PEDISTA			
					310.37	73637891 541100	PROFESSIONAL SERVICES			
					252052	116238	11/12/2021		12/12/21	338.17
Invoice: 116238							PW/PNW DASHMOUNT INSTALL CP			
					338.17	73637891 541100	PROFESSIONAL SERVICES			
							CHECK	357865 TOTAL:		75.74
357866	12/15/2021	PRTD	2035	SIX ROBBLEES INC	252249	2-768208	11/23/2021		12/12/21	62.62
Invoice: 2-768208							PW/WIRE HARNESS TRUCK, SPREADER SIDE WIRE			
					62.62	73435838 531100	O&M-DECANT-SUPPLIES			
							CHECK	357866 TOTAL:		62.62
357867	12/15/2021	PRTD	6696	SMALLWOOD DESIGN & C	252053	BLD25597 R-SFR	11/16/2021		12/12/21	2,159.96
Invoice: BLD25597 R-SFR							PERMIT BLD25597 R-SFR REFUND FEE			
					2,153.46	47148 322110	PLAN'G REVIEW OF BLDG PERMITS			
					6.50	65238 386000	SBCC - SBCC FEE			
							CHECK	357867 TOTAL:		2,159.96

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357868	12/15/2021	PRTD	601	SOUND REPROGRAPHICS	252275	86274	09/09/2021		12/12/21	62.98
	Invoice: 86274						ENG/COREPLAST SIGN 18 X 24 WHITE 4MM			
						62.98 72321955 63110001116	CC BULKHEAD SPOT RPR-SUPPLY			
					252278	86670	10/05/2021		12/12/21	23.76
	Invoice: 86670						PW/CHAUTAUQUA REPLAT ROAD VACATION			
						23.76 72111431 549500	ENG-STREET-COPIES/PRINTING			
							CHECK	357868 TOTAL:		86.74
357869	12/15/2021	PRTD	8132	SPECTRA LABORATORIES	252054	21-08320	11/09/2021		12/12/21	42.32
	Invoice: 21-08320						PW/FLOURIDE TESTING			
						42.32 73411345 54110000391	LAB SVCS-WATER			
					252055	21-08335	11/09/2021		12/12/21	42.32
	Invoice: 21-08335						PW/TOTAL COLIFORM, E COLI TESTING			
						42.32 73411345 54110000391	LAB SVCS-WATER			
					252056	21-08473	11/15/2021		12/12/21	257.60
	Invoice: 21-08473						PW/GROSS ALPHA, RADIUM TESTING			
						257.60 73411345 54110000391	LAB SVCS-WATER			
					252057	21-08483	11/15/2021		12/12/21	161.00
	Invoice: 21-08483						PW/NITROGEN, PHOSPHORUS, NITRATE TESTING			
						161.00 73425358 54110000391	LAB & TESTING SVCS-WWTP			
					252058	21-08608	11/18/2021		12/12/21	63.48
	Invoice: 21-08608						PW/FLUORIDE, MANGANESE, IRON TESTING			
						63.48 73415345 54110000391	LAB SVCS-WATER ROCKAWAY			
					252097	21-08690	11/22/2021		12/12/21	21.16
	Invoice: 21-08690						PW/FLUORIDE TESTING			
						21.16 73411345 541100	PROFESSIONAL SERVICES			
							CHECK	357869 TOTAL:		587.88
357870	12/15/2021	PRTD	2467	STAPLES	252182	8064412677	11/27/2021		12/12/21	110.36
	Invoice: 8064412677						POL/STENO PADS, PENS, TISSUE, SOAP			
						28.12 51011211 531100	PD-C/E-ADM-SUPPLIES			
						82.24 51011215 531100	POLICE - C/E FACIL SUPPLIES			
					252250	8064097793	10/31/2021		12/12/21	39.22
	Invoice: 8064097793						PW/STAPLES 8.5X11 COPY PAPER			
						39.22 73637891 531100	OFFICE SUPPLIES			
					252251	8064402610	11/27/2021		12/12/21	40.40
	Invoice: 8064402610						PW/STAPLES 8.5X11 COPY PAPER			
						40.40 73637891 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					252330	8064402619	11/27/2021		12/12/21	84.09
	Invoice: 8064402619						PCD/LAPTOP TRAY DESK STAND, HARDCOVER LTR			
					84.09	61011581 531100	PCD - C/E ADMIN SUPPLIES			
							CHECK	357870	TOTAL:	274.07
357871	12/15/2021	PRTD	2122	STERICYCLE INC	252320	3005808837	11/30/2021		12/12/21	10.36
	Invoice: 3005808837						POL/BIOHAZARD DISPOSAL			
					10.36	53011212 541100	POLICE - C/E PATROL PROF SVCS			
							CHECK	357871	TOTAL:	10.36
357872	12/15/2021	PRTD	9358	STRUCTURED COMMUNICA	252336	0217592-IN	10/31/2021		12/12/21	900.00
	Invoice: 0217592-IN						IT/WIRELESS PROFESSIONAL SERVICES			
					900.00	81011881 54110001167	WIRELESS UPGRADE-PROF SVCS			
							CHECK	357872	TOTAL:	900.00
357873	12/15/2021	PRTD	9797	SUNERGY SYSTEMS INC	252185	2941	11/30/2021		12/12/21	1,000.00
	Invoice: 2941						ENG/MAINTENANCE, MONITORING AND RE			
					1,000.00	72011183 54810000627	CH SOLAR MAINT-R&M			
							CHECK	357873	TOTAL:	1,000.00
357874	12/15/2021	PRTD	7095	SUPERIOR SAW & SUPPL	252098	154743	11/16/2021		12/12/21	119.90
	Invoice: 154743						PW/SHARPEN SAW CHAINS (OFF BAR)			
					119.90	73111427 541100	O&M-ACCESS RDSIDE PROF SVCS			
					252277	154958	11/30/2021		12/12/21	76.30
	Invoice: 154958						PW/SHARPEN SAW CHAINS			
					76.30	73111427 531100	OFFICE SUPPLIES			
							CHECK	357874	TOTAL:	196.20
357875	12/15/2021	PRTD	8243	TILZ	252099	101-62635	11/16/2021		12/12/21	8.25
	Invoice: 101-62635						WOOD WASTE			
					8.25	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					252253	10012021	10/01/2021		12/12/21	7.56
	Invoice: 10012021						PW/7 LB PARTY ICE BAG X 4			
					7.56	73411345 531100	OFFICE SUPPLIES			
							CHECK	357875	TOTAL:	15.81

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
357876	12/15/2021	PRTD	6714	TOSHIBA FINANCIAL SE	252186	30540429	11/24/2021		12/12/21	234.42
	Invoice: 30540429						POL/COPIER LEASE			
					234.42	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK	357876	TOTAL:	234.42
357877	12/15/2021	PRTD	6714	TOSHIBA FINANCIAL SE	252252	30540428	11/24/2021		12/12/21	224.23
	Invoice: 30540428						PW/COPIER LEASE			
					224.23	73637891 545000	RENTS & LEASES - OPERATING			
							CHECK	357877	TOTAL:	224.23
357878	12/15/2021	PRTD	7876	TYLER BUSINESS FORMS	252117	65637	11/29/2021		12/12/21	21.66
	Invoice: 65637						FIN/1095 SUPPLIES			
					21.66	41011141 531100	FIN - C/E ADMIN SUPPLIES			
							CHECK	357878	TOTAL:	21.66
357879	12/15/2021	PRTD	2190	UNITED PARCEL SERVIC	252187	000028Y3Y1461	11/13/2021		12/12/21	29.96
	Invoice: 000028Y3Y1461						POL/SHIPPING			
					29.96	91011215 542500	GG-C/E-PD-POSTAGE			
							CHECK	357879	TOTAL:	29.96
357880	12/15/2021	PRTD	952	WA ST PATROL	252188	I22002863	12/01/2021		12/12/21	153.50
	Invoice: I22002863						FIN/BACKGROUND CHECKS			
					153.50	41654861 586100	AGENCY DISBURSEMENTS			
							CHECK	357880	TOTAL:	153.50
357881	12/15/2021	PRTD	5271	WASHINGTON WATER SER	252158	4815979187-NOV21	11/18/2021		12/12/21	190.55
	Invoice: 4815979187-NOV21						DECANT FACILITY WATER			
					190.55	91435838 547500	GG-DECANT-WATER/SEWER			
							CHECK	357881	TOTAL:	190.55
357882	12/15/2021	PRTD	4010	WA ASSOC OF SHERIFFS	252189	INV030037	11/15/2021		12/12/21	350.00
	Invoice: INV030037						POL/FALL CONFERENCE - CLARK			
					350.00	51011214 443410	PD-C/E-ADMIN-TRAINING			
							CHECK	357882	TOTAL:	350.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
357883	12/15/2021	PRTD	9919	WATER MANAGEMENT LAB	252322	198504	11/08/2021		12/12/21	991.00
	Invoice: 198504						PW/ANALYSIS OF WASTESOLIDS SAMPLES			
					991.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
							CHECK	357883 TOTAL:		991.00
357884	12/15/2021	PRTD	499	WESTBAY AUTO PARTS I	252101	678949	11/16/2021		12/12/21	63.39
	Invoice: 678949						PW/NITRILE DISPOSABLE GLOVES			
					63.39	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					252102	679007	11/16/2021		12/12/21	116.52
	Invoice: 679007						PW/22IN EXACT FIT BLADE			
					116.52	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					252103	679525	11/16/2021		12/12/21	64.31
	Invoice: 679525						PW/BEL PRIMARY X100			
					64.31	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
							CHECK	357884 TOTAL:		244.22
357885	12/15/2021	PRTD	679	WASHINGTON ASSOCIATI	252321	12-01-21	12/01/2021		12/12/21	75.00
	Invoice: 12-01-21						POL/ANNUAL DUES EISENHOOD, BB, LH			
					25.00	51011120 549100	PD-CLERKS-DUES/MEMBERSHIPS			
					25.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
					25.00	51011120 549100	PD-CLERKS-DUES/MEMBERSHIPS			
							CHECK	357885 TOTAL:		75.00
357886	12/15/2021	PRTD	522	WA ST DEPT OF TRANSP	252159	RE-313-ATB10719161	07/19/2021	20210030	12/12/21	45.40
	Invoice: RE-313-ATB10719161						ENG/WSDOT ADMIN FEES - EH PH 2			
					45.40	72334562 66300001077	C40-EAGLE HARBOR PH2-CONSTR			
					252160	RE-313-ATB11115140	11/15/2021	20210030	12/12/21	74.43
	Invoice: RE-313-ATB11115140						ENG/WSDOT ADMIN FEES - EH PH 2			
					74.43	72334562 66300001077	C40-EAGLE HARBOR PH2-CONSTR			
							CHECK	357886 TOTAL:		119.83

NUMBER OF CHECKS 106 *** CASH ACCOUNT TOTAL *** 242,975.73

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	106	242,975.73

*** GRAND TOTAL *** 242,975.73

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 12 56									
APP 402-213000					ACCOUNTS PAYABLE			38,317.94	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				242,975.73
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			107,618.44	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			11,324.44	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			29,043.92	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			14,576.74	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			25,162.22	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			5,077.22	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000					ACCOUNTS PAYABLE			150.00	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			11,182.81	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			522.00	
12/08/2021 12/12/21		122521			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			242,975.73	242,975.73
APP 631-130000					DUE TO/FROM CLEARING			228,398.99	
12/08/2021 12/12/21		122521							
APP 402-130000					DUE TO/FROM CLEARING				38,317.94
12/08/2021 12/12/21		122521							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				107,618.44
12/08/2021 12/12/21		122521							
APP 403-130000					DUE TO/FROM CLEARING				11,324.44
12/08/2021 12/12/21		122521							
APP 401-130000					DUE TO/FROM CLEARING				29,043.92
12/08/2021 12/12/21		122521							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				25,162.22
12/08/2021 12/12/21		122521							
APP 407-130000					DUE TO/FROM CLEARING				5,077.22
12/08/2021 12/12/21		122521							
APP 622-130000					DUE TO/FROM CLEARING				150.00
12/08/2021 12/12/21		122521							
APP 301-130000					DUE TO/FROM CLEARING				11,182.81
12/08/2021 12/12/21		122521							
APP 650-130000					DUE TO/FROM CLEARING				522.00
12/08/2021 12/12/21		122521							

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
					SYSTEM GENERATED ENTRIES TOTAL			228,398.99	228,398.99
					JOURNAL 2021/12/56 TOTAL			471,374.72	471,374.72

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2021 12	56	12/08/2021		
001-130000			GENERAL - DUE TO/FROM CLEARING		107,618.44
001-213000			GENERAL - ACCOUNTS PAYABLE	107,618.44	
			FUND TOTAL	107,618.44	107,618.44
101 STREET FUND	2021 12	56	12/08/2021		
101-130000			STREETS - DUE TO/FROM CLEARING		25,162.22
101-213000			STREETS - ACCOUNTS PAYABLE	25,162.22	
			FUND TOTAL	25,162.22	25,162.22
301 CAPITAL CONSTRUCTION FUND	2021 12	56	12/08/2021		
301-130000			DUE TO/FROM CLEARING		11,182.81
301-213000			ACCOUNTS PAYABLE	11,182.81	
			FUND TOTAL	11,182.81	11,182.81
401 WATER OPERATING FUND	2021 12	56	12/08/2021		
401-130000			DUE TO/FROM CLEARING		29,043.92
401-213000			ACCOUNTS PAYABLE	29,043.92	
			FUND TOTAL	29,043.92	29,043.92
402 SEWER OPERATING FUND	2021 12	56	12/08/2021		
402-130000			DUE TO/FROM CLEARING		38,317.94
402-213000			ACCOUNTS PAYABLE	38,317.94	
			FUND TOTAL	38,317.94	38,317.94
403 STORM & SURFACE WATER FUND	2021 12	56	12/08/2021		
403-130000			DUE TO/FROM CLEARING		11,324.44
403-213000			ACCOUNTS PAYABLE	11,324.44	
			FUND TOTAL	11,324.44	11,324.44
407 BUILDING & DEVELOPMENT FUND	2021 12	56	12/08/2021		
407-130000			DUE TO/FROM CLEARING		5,077.22
407-213000			ACCOUNTS PAYABLE	5,077.22	
			FUND TOTAL	5,077.22	5,077.22
622 EXPENDABLE TRUST FUND	2021 12	56	12/08/2021		
622-130000			DUE TO/FROM CLEARING		150.00
622-213000			ACCOUNTS PAYABLE	150.00	
			FUND TOTAL	150.00	150.00
631 CLEARING FUND	2021 12	56	12/08/2021		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000			DUE TO/FROM CLEARING	228,398.99	
631-213000			ACCOUNTS PAYABLE	14,576.74	
635-111100			CASH		242,975.73
			FUND TOTAL	242,975.73	242,975.73
650 AGENCY FUND	2021 12	56	12/08/2021		
650-130000			DUE TO/FROM CLEARING		522.00
650-213000			ACCOUNTS PAYABLE	522.00	
			FUND TOTAL	522.00	522.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		107,618.44
101	STREET FUND		25,162.22
301	CAPITAL CONSTRUCTION FUND		11,182.81
401	WATER OPERATING FUND		29,043.92
402	SEWER OPERATING FUND		38,317.94
403	STORM & SURFACE WATER FUND		11,324.44
407	BUILDING & DEVELOPMENT FUND		5,077.22
622	EXPENDABLE TRUST FUND		150.00
631	CLEARING FUND	228,398.99	
650	AGENCY FUND		522.00
	TOTAL	228,398.99	228,398.99

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:**

AGENDA ITEM: Approve City Council Meeting Minutes,

SUMMARY: Council will consider approval of meeting minutes.

AGENDA CATEGORY: Minutes **PROPOSED BY:** Executive

RECOMMENDED MOTION: Consider approval of meeting minutes

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

City Council Regular Business Meeting Minutes, November 9, 2021.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, NOVEMBER 9, 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 Pollock, and Councilmembers Deets, Fantroy-Johnson, Hytopoulos and Schneider were present. Councilmember Carr was absent and excused.

2) EXECUTIVE SESSION

2.A Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency and pursuant to RCW 42.30.110(1)(b), to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

Cover Page

Mayor Nassar adjourned the meeting to an executive session at 6:02 p.m. pursuant to RCW 42.30.110(1)(i) and RCW 42.30.110(1)(b).

Council returned from executive session at 6:32 p.m., and Mayor Nassar reconvened the meeting.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Deputy Mayor Pollock seconded to approve the agenda as presented. The motion carried 6 – 0. There were no conflicts of interest disclosed.

4) PUBLIC COMMENT

4.A Instructions and Guidelines for Providing Public Comment at Remote Meetings - City Clerk

Cover Page
Instructions for Providing Public Comment at Remote Meetings.pdf

Mike Cox spoke in favor of the waste reduction ordinance.

Oriana von Specht spoke in favor of the waste reduction ordinance.

Nora Nickum spoke in favor of the waste reduction ordinance.

Bobbie Morgan spoke in favor of the waste reduction ordinance.

Sal DeRosalia spoke about the waste reduction ordinance and vaccination rates.

Ellen Lockert spoke in favor of the waste reduction ordinance.

Robert Miller spoke in favor of the SR305 roundabout.

Ross West spoke in favor of the SR305 roundabout.

Diane Landry spoke in favor of the waste reduction ordinance.

The Price family spoke in favor of the SR305 roundabout.

Anne McElearney spoke in favor of the SR305 roundabout.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda

Cover Page

MOTION: I move to approve the Consent Agenda as presented.
Deets/Pollock: Motion carried 6 – 0.

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

5.B Approve Accounts Payable and Payroll

Cover Page
AP Report to Council of Cash Disbursements 11-10-21.pdf
Council Report signed PR 11-5-21.pdf

5.C Approve City Council Meeting Minutes

Cover Page
City Council Study Session Minutes, October 19, 2021.pdf
City Council Business Meeting Minutes, October 26, 2021.pdf

5.D Adopt Ordinance No. 2021-31 Providing Relief from City Business and Occupation Taxation for COVID Assistance Grants - Finance

Cover Page

Ordinance No. 2021-31 Providing Relief From B&O Taxation for COVID Assistance Grants.docx
State substitute House Bill 1095-S.SL.pdf

5.E Authorize Solicitation for Professional Services to Support Wastewater Beneficial Re-use Opportunities and Constraints Analysis - Public Works **2021-2022 COUNCIL HIGH PRIORITY PROJECT**

Cover Page
RFQ - Wastewater Beneficial Reuse Project.docx

5.F Authorize Solicitation for a Professional Services Contract to Support the Design of the Winslow Water Tank Replacement Project - Public Works

Cover Page
Winslow Water Tank Replacement Project - 2021 RFQ.docx

5.G Authorize Solicitation for a Professional Services Contract to Support the Development of a Stormwater System Plan - Public Works

Cover Page
RFQ - Stormwater System Plan.pdf

5.H Forward Ordinance No. 2021-37 Relating to the 2021 4th Quarter Budget and Updated Capital Improvement Plan Amendments to the December 14, 2021 Consent Agenda - Finance

Cover Page
2021 4th QTR BUA Transmittal Memo.docx
Ordinance No. 2021-37 - 4th QTR Budget and CIP Amendments.docx
ORD 2021-37 Exhibit A - Total Expenditures by Fund.docx
Ord 2021-37 Exhibit B-Q4 Budget Amendments.pdf

5.I Consider Next Steps for Defining and Measuring the Climate Impacts of Sustainable Transportation Plan Projects - Public Works

Cover Page
STP Climate Impacts Memo.docx

5.J Adopt Ordinance No. 2021-07, Revisions to Chapter 16.18 BIMC Pertaining to Permit Exemption for Defensible Space Wildfire Mitigation Activities and Related Matters - Planning

Cover Page
Ordinance No. 2021-07 - Wildfire Mitigation.docx
Exhibit A to Ordinance No. 2021-07 .docx
Staff Memo - Wildfire Mitigation Revisions Update_10212021.docx
Planning Commission Meeting Minutes_09092021.pdf

5.K Withdraw Request to Purchase Madison Avenue Tax Title Property - Tax Title Application No. 2021-13 - Executive

Cover Page
Attachment A (Letter to Treasurer Meredith Green)
Attachment B (Hannon Scales Agreement) - Signed.pdf

5.L Authorize the City Manager to Execute the 2022-2024 Fire Safety Services Interlocal Agreement with the Bainbridge Island Fire Department with an Annual Payment of $190,000 (Escalated by CPI) - Executive

Cover Page
2022-2024 Fire Safety Services Agreement

5.M Cancel November 16, 2021 Study Session

Cover Page

6) COUNCIL ANNOUNCEMENTS

Councilmember Deets reported that he is attending the American Transit Association Conference along with Councilmember Schneider.

Councilmember Fantroy-Johnson reported on the first Puget Sound Regional Council equity advisory committee meeting and the Bainbridge Community Foundation celebration.

7) CITY MANAGER'S REPORT

7.A Receive City Manager's Report

Cover Page
CAP2021 Anniversary Memorandum.docx
PW Springbrook Fish Weir Site Visit Memo 110421.docx

City Manager King introduced Interim Planning Director Mark Hofman. He recognized the first anniversary of the adoption of the Climate Action Plan and provided an update on a site visit to the Springbrook Fish Weir.

8) PRESENTATION(S)

8.A Present Proclamation Honoring Veterans Day on November 11, 2021

Cover Page
Veterans Day Proclamation 2021.docx

Councilmember Deets read the proclamation. Gary Sakuma, Commander of American Legion Colin Hyde Post #172, thanked Council for the proclamation.

8.B Approve Proclamation Declaring the Week of November 13 - 19 as "Transgender Awareness Week" and November 20, 2021 as "Transgender Day of Remembrance"

Cover Page
Transgender Awareness Week and Transgender Day of Remembrance Proclamation 2021.docx

Councilmember Fantroy-Johnson read the proclamation.

MOTION: I move to approve the proclamation declaring the week of November 13-19 as "Transgender Awareness Week" and November 20, 2021 as the "Transgender Day of Remembrance" and to add this

proclamation to the list of annual proclamations that may be signed by the Mayor without further Council action.
Fantroy-Johnson/Schneider: Motion carried 6 – 0.

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

Eve Palay thanked Council for the proclamation.

8.C Approve Proclamation Celebrating the 30th Anniversary of the Annexation of the City of Bainbridge Island

Cover Page
30th Anniversary Proclamation.docx

Councilmember Hytopoulos read the proclamation.

MOTION: I move to approve the attached proclamation celebrating the 30th anniversary of the annexation of the City of Bainbridge Island.
Hytopoulos/Schneider: Motion carried 6 – 0.

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

8.D Recognition of Service for Councilmember Carr

Cover Page

City Manager King and Council acknowledged the service of Councilmember Carr.

9) PUBLIC HEARING(S)

9.A Conduct Public Hearing for Ordinance No. 2021-32 Relating to Unnamed Path, 1912 Chautauqua Replat Street Vacation and Forward Ordinance No. 2021-32 to the December 14, 2021 Consent Agenda - Public Works

Cover Page
Staff Report.docx
Ordinance No. 2021-32.docx
Application Packet.pdf
Comments.pdf
Appraisal.pdf

City Manager King introduced the agenda item. Public Works Director Wierzbicki provided additional information.

Mayor Nassar opened the public hearing at 7:42 p.m. There was no public comment. Mayor Nassar closed the public hearing at 7:43 p.m.

MOTION: I move to forward Ordinance No. 2021-32 for approval with the December 14, 2021 consent agenda.
Fantroy-Johnson/Deets: Motion carried 6 – 0.

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

10) UNFINISHED BUSINESS

10.A Consider Waste Reduction Ordinance No. 2021-34 - Executive

Cover Page
Ordinance No. 2021-34 re Revisions to Chapter 8.24 BIMC
{For Background} Current Chapter 8.24 BIMC.pdf

City Manager King introduced the agenda item. Councilmember Hytopoulos provided additional information and suggested revisions.

MOTION: I move to amend draft Ordinance 2021-34 to replace the term "retail establishment" wherever it appears in Section 8.24.010(f) with the term "retail food establishment."
Hytopoulos/Deets: Motion carried 6 – 0.

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

MOTION: I move to amend draft Ordinance 2021-34 to replace the second sentence in Section 8.24.030(b) with the following sentence: This requirement does not prohibit a food service business from providing, upon a customer's request, disposable food service ware compliant with BIMC 8.24.010 above for the customer to take away leftover food after dining on the premises.
Hytopoulos/Schneider: Motion carried 6 – 0.

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

MOTION: I move to amend draft Ordinance 2021-34 to remove the 3rd comma in Section 8.24.030(C).
Hytopoulos/Deets: Motion carried 6 – 0.

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

MOTION: I move to amend draft Ordinance No. 2021-34 to remove the last comma from the last sentence of Section 8.24.030(C), and to the extent that this motion is in conflict with the previous motion, this motion should rule.
Hytopoulos/Schneider: Motion carried 6 – 0.

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

MOTION: I move to amend draft Ordinance 2021-34 to remove the language following "climate adaptation officer" in Section 8.24.010(E).
Hytopoulos/Fantroy-Johnson: Motion carried 6 – 0.

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

MOTION: I move to adopt Ordinance No. 2021-34 as amended.
Fantroy-Johnson/Hytopoulos: Motion carried 6 – 0.

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

10.B Adopt Ordinance No. 2021-23 Creating a Multifamily Tax Exemption Program - Planning

Cover Page
MFTE presentation.pptx
MFTE Staff Memo.docx
Ordinance No. 2021-23 MFTE Program
Exhibit A to Chapter 3.62 BIMC re MFTE
Resolution No. 2021-09-Relating to MFTE Designation Areas-Approved 052521.pdf

City Manager King introduced the agenda item.

MOTION: I move to adopt Ordinance No. 2021-23 Relating to Creating a City Multifamily Tax Exemption Program.
Fantroy-Johnson/Deets: Motion carried 6 – 0.

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

10.C Consider Ordinance No. 2021-33 – Revisions and Updates to Chapter 16.32 BIMC (Protection of Landmark Trees) - Planning

Cover Page
Staff Memo re Ordinance No. 2021-33 - 11052021.docx
Ordinance No. 2021-33 - Chapter 16.32 BIMC - 11052021.docx
Exhibit A to Ordinance No. 2021-33 - Chapter 16.32 BIMC Protection of Landmark Trees - 11052021.docx
Landmark Tree Ordinance slide 11022021.pptx

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

MOTION: I move to forward Ordinance No. 2021-33 for approval with the Consent Agenda at the City Council Meeting on December 14, 2021.
Nassar/Pollock: Motion carried 5 – 1.

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

MOTION: I move to direct the City Manager to perform a review of this ordinance which includes sending it to the Planning Commission for their review and a recommendation.
Deets/Pollock: Motion carried 6 – 0.

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

10.D Adopt Resolution No. 2021-21 Related to the Process and Schedule for Municipal Court Judge Appointments - Executive

Cover Page
Resolution No. 2021-21 - Procedure and Schedule to Appoint Municipal Judge.docx
Municipal Court Judge Job Description.docx

City Manager King introduced the agenda item.

MOTION: I move to adopt Resolution No. 2021-21 related to the process and schedule for Municipal Court Judge appointments.
Hytopoulos/Deets: Motion carried 6 – 0.

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

10.E Confirm Reappointment of Judge Sara McCulloch as Municipal Court Judge and Authorize the City Manager to Execute an Associated Employment Agreement ($90,307 per year) - Executive

Cover Page
Municipal Court Judge Employment Agreement - 2022-2025.docx

City Manager King introduced the agenda item.

MOTION: I move to confirm the reappointment of Sara McCulloch as Municipal Court Judge and authorize the City Manager to execute an associated employment agreement for years 2022-2025 in substantially the form as included with this agenda item.
Deets/Hytopoulos: Motion carried 6 – 0.

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

11) NEW BUSINESS

11.A Consider Ordinance No. 2021-12, Code Changes Related to Improving the Land Use Preapplication Phase - Planning

Cover Page
PC_Recommendation_20210714.pdf
Ordinance No. 2021-12_110521.docx
Exhibit A to Ordinance No. 2021-12_Design for Bainbridge.pdf
Summary of Revisions to Design for Bainbridge 110521.docx
Project Review Flow Chart_07012021.pdf

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

MOTION: I move to forward Ordinance No. 2021-12 to the December 14, 2021 Consent Agenda.
Nassar/Hytopoulos: Motion carried 6 – 0.

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

11.B Consider Resolution 2021-07, Update to Public Participation Meeting Process Related to improving the Land Use Preapplication Phase - Planning

Cover Page
Resolution No. 2021-07 - Public Participation Program_110521.docx
Exhibit A to Resolution No. 2021-07_110521.docx

City Manager King introduced the agenda item.

MOTION: I move to forward Resolution 2021-07 to the December 14, 2021 Consent Agenda.
Fantroy-Johnson/Pollock: Motion carried 6 – 0.

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

11.C Consider Resolution 2021-14, Amendment to the Administrative Manual to Support Code Changes Related to Improving the Land Use Preapplication Phase - Planning

Cover Page
Resolution No. 2021-14 - PCD Admin Manual Revisions_110521.docx
Exhibit A to Resolution No. 2021-14_Admin ManualUpdated_110521.docx

Mayor Nassar introduced the agenda item.

MOTION: I move to forward Resolution No. 2021-14 to the December 14, 2021 Consent Agenda.
Fantroy-Johnson/Deets: Motion carried 6 – 0.

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

11.D Approve Recommended Appointment to the Design Review Board - Council

Cover Page
Kelly - Design Review Board (Redacted).pdf

Mayor Nassar introduced the agenda item.

MOTION: I move to approve the confirmation of the appointment of Anna Kelly to the Design Review Board Position 2 through June 2023.
Fantroy-Johnson/Deets: Motion carried 6 – 0.

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

ABSTAIN: None

12) COMMUNICATIONS

12.A Receive Planning Commission's Recommendation to the City Council regarding whether "Hotel" as a Use is Consistent with the Goals and Policies of City's Comprehensive Plan and Winslow Master Plan

Cover Page
10142021 Planning Commission Minutes.pdf
Planning Commission Minutes DRAFT 102821.pdf

City Manager King introduced the agenda item.

12.B Consider Request from Deputy Mayor Pollock to Discuss Opposing the SR305 Roundabouts on a Future Council Agenda

Cover Page
Agenda Request from Deputy Mayor Pollock.pdf

Deputy Mayor Pollock introduced the agenda item, and Council discussed the request.

MOTION: I move that we move forward with inviting WSDOT (Washington State Department of Transportation) to discuss and answer questions from the Council about their roundabout project on the 305 corridor and specifically focus on questions in the context of climate change.
Pollock/Fantroy-Johnson: Motion failed 3 – 3.

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

13) COMMITTEE REPORTS

There were no committee reports.

14) ADJOURNMENT

Mayor Nassar adjourned the meeting at 9:12 p.m.

_____
Rasham Nassar, Mayor

_____
Christine Brown, MMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Fourth Amendment of the Interlocal Agreement with Kitsap County for the Incarceration of City Prisoners - Police,

SUMMARY: The City of Bainbridge Island wishes to renew an existing agreement with Kitsap County to use their jail as the place of confinement for the incarceration of prisoners lawfully committed to the City's custody.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION: Authorize the City Manager to execute the Fourth Amendment of the Interlocal Agreement with Kitsap County for the Incarceration of City Prisoners.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND: Kitsap County is authorized by law to operate a jail for misdemeanants and felons. The City of Bainbridge Island does not have or operate such a facility and wishes to renew an existing agreement with the County as its agent for this purpose. This amendment extends the duration period through 12/31/22. There is no change to the base rate for inmates, which remains at 157.05 per prisoner, per day, as outlined in the previous (third) amendment.

ATTACHMENTS:

KC-233-17-D City of B Island 2022 (4th Amendment).docx

2018 KCSO Jail Contract - Fully Executed.pdf

FISCAL DETAILS: In 2021, 100K was budgeted for this expense, and about 21K has been expended through October. In 2022, 115K has been budgeted for this expense.

Fund Name(s): General Fund

Coding: 51011236/551000

KC-233-17-D

FOURTH AMENDMENT
KITSAP COUNTY AND CITY OF BAINBRIDGE ISLAND
AGREEMENT FOR INCARCERATION OF CITY PRISONERS

This Fourth Amendment to the Kitsap County and City of Bainbridge Island Agreement for Incarceration of City Prisoners ("Fourth Amendment") is made between Kitsap County, a Washington state municipal corporation ("County"), and the City of Bainbridge Island, a Washington state municipal corporation ("Contract Agency").

In consideration of the mutual benefits and covenants contained herein, the parties agree that Kitsap County Contract No. KC-233-17 ("Agreement"), shall be amended as follows:

1. Section 22 (Duration) is amended to extend the termination date of the Contract to December 31, 2022.

2. Insurance. If this Fourth Amendment extends the expiration date of the Agreement, then the Contract Agency shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contract Agency shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.

3. Terms Unchanged. Except as expressly provided in this Fourth Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.

4. Counterparts. This Fourth Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitution one and the same agreement.

5. Authorizations. The signatories to this Fourth Amendment represent that they have been appropriately authorized to execute this Fourth Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before its execution.

(Signatures on next page)

DATED this ___ day of _____, 202__

CITY OF BAINBRIDGE ISLAND

_____
Blair King, City Manager

DATED this ___ day of _____, 202__

KITSAP COUNTY SHERIFF'S OFFICE

_____
John Gese, Sheriff

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

DATED this ___ day of _____, 202__

_____
ROBERT GELDER, Chair

_____
EDWARD E. WOLFE, Commissioner

_____
CHARLOTTE GARRIDO, Commissioner

ATTEST:

_____
Dana Daniels, Clerk of the Board

KITSAP COUNTY/CITY OF BAINBRIDGE ISLAND AGREEMENT FOR INCARCERATION OF CITY PRISONERS

THIS AGREEMENT is made and entered into by and between KITSAP COUNTY, a Washington state municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 ("County"), and the CITY OF BAINBRIDGE ISLAND ("Contract Agency"), a Washington state municipal corporation, acting through the Bainbridge Island Police Department, having its principal offices at 625 Winslow Way East, Bainbridge Island, Washington, 98110.

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contract Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Kitsap County Sheriff's Office, Corrections Division, 614 Division Street, Port Orchard, Washington, 98366.

2. DETENTION/INCARCERATION

The County shall incarcerate persons received from the Contract Agency until one of the following occurs:

(a) expiration of the term of confinement as indicated in a Warrant or Order of Commitment or as a result of an Order of Release, or is placed on electronic monitoring or similar program as approved by the court; or

(b) upon posting of bail; or

(c) receipt of a directive from a law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or

(d) for those held upon probable cause without judicial process, upon the passage of two (2) business days; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided that the Contract Agency shall hold the County harmless as set forth in Section 19 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

3. CONTRACT REPRESENTATIVES:

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:	Kitsap County Sheriff's Office Mark Rufener, Chief of Corrections 614 Division Street, MS-33 Port Orchard, WA 98366 Phone: 360-337-7107 mrufener@co.kitsap.wa.us
Contract Agency:	City of Bainbridge Island Matthew Hamner, Chief of Police 625 Winslow Way East Bainbridge Island, WA 98110 Phone: 206-842-5211 mhamner@bainbridgewa.gov

4. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain prisoners set forth in Sections 9 and 10 herein, the County will accept and keep prisoners at the request of the Contract Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners. However, the County agrees to notify the Contract Agency prior to any potential action by the County resulting in a change of intake standards. The County further agrees to cooperate to the greatest extent possible with the Contract Agency to ensure the Contract Agency's ability to incarcerate its prisoners at the County facility.

Upon acceptance of a prisoner at the request of the Contract Agency, the County shall accept and store the prisoner's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require County approval prior to acceptance and storage.

5. DEFINITIONS:

"Contract Agency Prisoner" as used in this Agreement shall mean a person arrested by Contract Agency officers and held and confined in the Kitsap County Jail, or otherwise held in detention as provided in this

agreement pursuant to a violation of a Contract Agency ordinance or a violation of a state law or ordinance which designates the crime for which the person is held to be a misdemeanor, gross misdemeanor, or felony (see RCW 70.48.400). A prisoner arrested on a warrant issued by another jurisdiction within Kitsap County or for charges initiated by a non-Contract Agency officer, shall be the responsibility of the originating agency. Arrests made by Contract Agency officers on extraditable warrants issued by agencies outside Kitsap County will be considered County prisoners. Non-contracting agencies will not be factored when calculating "shared cost."

"Bed–Day" shall mean a consecutive 24-hour period that a Contract Agency Prisoner is in custody at the County jail, including a prisoner's booking into the County jail.

"Shared Bed-Day" shall refer to the circumstance when a Contract Agency Prisoner is held in custody at Kitsap County Jail pursuant to this Agreement at the same time the prisoner is being held by another Contract Agency and/or the County including periods of time less than 24 hours. Non-contract agencies will not be factored when calculating "shared bed-days."

"Fractionalized Cost" shall occur in the event of a shared bed-day. The bed-day shall be apportioned on an equal basis between the respective jurisdictions having custody of the prisoner. For example, if two different Contract Agencies and the County have custody of a prisoner at the same time during any 24-hour period, then each respective jurisdiction would be responsible for a 33 1/3% share of the bed-day. Non-contracting agencies will not be factored when calculating "fractionalized cost."

6. COMPENSATION FROM CONTRACT AGENCY:

(a) Base Rate for Housing. In return for the County's housing of a Contract Agency Prisoner, the Contract Agency shall pay the County ninety-one dollars and six cents ($91.06) for every 24-hour period, or portion thereof, that said prisoner is in the custody of the County, and as outlined under subsection (d) "Split Billing," below. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the Contract Agency resumes custody, or the prisoner is released.

(b) Determination of Case Status. The Kitsap County Prosecuting Attorney ("Prosecutor") shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies. The Contract Agency shall not be responsible for the base rate for housing prisoners on any cases charged as a felony by the Prosecutor. If the Prosecutor makes the determination that a case is a misdemeanor/gross misdemeanor, such cases will be referred to the Contract Agency for filing in the appropriate court of limited jurisdiction.

(c) Billing. The County will bill the Contract Agency on or about the 30th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

(d) Split Billing. In the event of a shared bed-day, the daily bed rate will be apportioned as defined in Section 5.

(e) Base Rate for Booking and Releasing. In return for the County providing a service to book and release a prisoner of the Contract Agency which shall include the documentation of the arrest on the prisoner's criminal history, the Contract Agency shall pay the County fifty dollars ($50.00). This rate will be used when a prisoner is in the facility for less than twelve (12) hours.

(f) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 7.

7. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody of a Contract Agency Prisoner to the County, the County will provide or arrange for such medical, mental health, and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the policies and rules of the County jail. The County contracts with a correctional care vendor for in-house medical and mental health care in the jail. The costs of these services are included in determining the above-stated daily per diem rates charged to the Contract Agency.

(b) Cost Responsibility – Outside Medical Costs. Outside Medical costs are any and all expenses incurred for necessary medical care of a Contract Agency Prisoner, excluding the in-house professional medical services provided for under Section 7(a) above. These costs include, but are not limited to, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral. The Contract Agency shall be responsible for its proportion of all outside medical costs for its prisoners as provided herein. For purposes of medical costs and treatment, Contract Agency prisoners are defined as all arrestees who are pre-conviction and post-conviction misdemeanants, and pre-conviction felons. The Contract Agency shall also be responsible for its proportion of all costs associated with the delivery of medical, mental health, and dental services provided to a Contract Agency Prisoner that are not available from the health care program within the County jail, and for all emergency medical services, wherever provided. These costs shall be paid directly to the County, as directed by the County.

Prisoners arrested and confined on warrants issued in Kitsap County shall be the responsibility of the originating agency. Medical costs and treatment for prisoners arrested by Contract Agency officers on extraditable warrants issued by agencies outside Kitsap County will be the responsibility of Kitsap County.

(c) Emergency, Non-emergent and Non-Hospital Care outside the Jail - Notification. For emergency care, the County will notify the Contract Agency within four (4) business hours of transport (Monday through Friday, from 8 a.m. to 5 p.m. PST). For non-emergent and non-hospital care outside of the jail, the County will notify the Contract Agency before noon on the next business day. In either case, the Contract Agency will be notified as follows:

During business hours, contact in the following order:

- Public Safety Administrative Coordinator, Barbara Burns, at 206-780-4661; if not available then,
- Bainbridge Island Police Department Supervisor through CENCOM.

After business hours, contact in the following order:

- Bainbridge Island Police Department Supervisor though CENCOM.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency Prisoner has received or refused any medical, mental health, or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense), notwithstanding a request from the Contract Agency to retake custody of the prisoner.

(f) Records. The County shall keep records of all medical, mental health, or dental services it provides to a prisoner as required by law. The County agrees to share all information, including insurance information, regarding a Contract Agency inmate, as allowed by law.

(g) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this Agreement. Nothing contained within the provisions of this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Washington State Department of Social and Health Services, from the prisoner, or any other responsible third party.

8. TRANSPORTATION OF CONTRACT AGENCY PRISONERS:

(a) Transports. The Contract Agency shall provide or arrange for transportation of its prisoners to and from the County jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the County jail.

(b) Transports with Costs. The Contract Agency shall be responsible for transportation of its prisoners to the County jail for initial booking. When the Contract Agency has its own Court, then the Contract Agency shall be responsible for transportation of its prisoners from the jail facility for all appearances in the Court. In the event the Contract Agency cannot provide transportation noted herein and the County performs the transportation on behalf of the Contract Agency, the Contract Agency shall reimburse the County for transportation performed by the County at the Standard Mileage Rates as set by the Internal Revenue Service plus $40.00 per hour for the cost of personnel.

(c) Contract Agency Transports. The Contract Agency shall provide reasonable notice to the County prior to transporting a prisoner from the County jail. Except as limited by Section 8(a), the Contract Agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

9. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. Custody of a Contract Agency Prisoner shall be deemed transferred to the County when officers from the Kitsap County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if held by the Contract Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner except as set forth in Section 4 above. The Contract Agency's officers, when transporting a prisoner to the jail, shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

Upon presentation of an individual for confinement, or as soon thereafter as is practicable, the Contract Agency shall advise the staff of the County jail of the duration or other terms of confinement of a given individual. The Contract Agency shall provide a copy of any Warrant of Arrest or Order of Commitment.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and the County shall bear no responsibility to ensure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 19 for any claim or action resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

When custody of a Contract Agency Prisoner is transferred to the County, the Contract Agency Prisoner shall be subject to all applicable rules, regulations, and standards governing operation of the County jail, including any emergency security rules imposed by the jail administrator or Sheriff. Any Contract Agency police officer delivering a prisoner to the County jail shall comply with reasonable rules and regulations of the County jail.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 12 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 7 of this Agreement.

(d) Resumption of Custody by Contract Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contract Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

10. RIGHT TO REFUSE PRISONER:

The County shall have the right to refuse to accept any Contract Agency Prisoner who appears in need of medical, mental health or dental attention, until the Contract Agency has provided medical, mental health or dental treatment to the prisoner to the satisfaction of the County.

11. RELEASE, HOLDS AND COURT APPEARANCES:

Additions to the Contract Agency video court calendar must be received by 0600 the day of the requested appearance. Additions made later than 0600 will be scheduled the following judicial day. Video court will not be used for non-criminal traffic violations or any other civil matter.

12. REMOVAL FROM JAIL - OTHER GROUNDS:

Contract Agency Prisoners may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request by a supervisory member of the Contract Agency for transfer of custody back to the Contract Agency.

(b) Court Order. By order of a court having jurisdiction over the Contract Agency Prisoner. In such case, transport, if any, will be pursuant to Section 8 above.

(c) Treatment Outside of Jail. For medical, mental health, dental treatment or any other care not available within the County jail.

(d) Catastrophe. In the event of any catastrophic condition occurring that poses eminent danger to the safety of the prisoner(s) or personnel of the County, the decision to remove prisoners will be at the sole discretion of the County. In such cases, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

13. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event this Agreement expires or is terminated by a notice of termination from the County in accordance with Section 23 below, it shall be the County's obligation to transport the Contract Agency's Prisoners to the Contract Agency, at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event this Agreement expires or is terminated by a notice of termination from the Contract Agency in accordance with Section 23 below, it shall be the Contract Agency's obligation to transport the Contract Agency's Prisoners at its own expense, on or before the effective date of such termination.

14. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. Contract Agency Prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to Contract Agency Prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to Contract Agency Prisoner confined pursuant to this Agreement as applied to other prisoners confined to the jail.

(b) Prisoner Accounts. The County shall establish and maintain an account for each Contract Agency Prisoner and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for personal needs.

(c) Programs. The County shall provide Contract Agency Prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

(d) Serve Time Outside of Facility. Contract Agency Prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

15. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. The Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its prisoners are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state, and local laws.

(b) Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

16. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency Prisoner from the County jail, the Contract Agency will be notified as soon as practicable. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

(b) Deaths.

(1) In the event of a death of a Contract Agency Prisoner in the County jail, the Contract Agency shall be promptly notified in writing. The Kitsap County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation.

(2) The County shall, subject to the authority of the Kitsap County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of

notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall be responsible for all such expenses. This paragraph defines the obligations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith. Notwithstanding the above, all expenses related to the death of a Contract Agency Prisoner in the County jail resulting from physical injuries incurred while under the care, custody, and control of the County shall be the responsibility of the County.

17. POSTING OF BAIL:

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be promptly forwarded to the proper agency.

18. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each Contract Agency Prisoner consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

19. INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE:

(a) The Contract Agency agrees to defend, indemnify, and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage, and expense, including costs and attorneys' fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

(1) the Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees, and agents;

(2) wrongful detention of a Contract Agency Prisoner as a result of the Contract Agency's actions;

(3) failure or refusal to timely release a Contract Agency Prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contact Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) The County agrees to defend, indemnify, and hold harmless the Contract Agency, its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage, and expense including costs and attorneys' fees in defense thereof, because of actions, claims or lawsuits alleging damages sustained by any person or property, including death at any time resulting thereof, arising from, or alleged to have arisen from:

(1) the County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees, and agents;

(2) wrongful detention of a Contract Agency Prisoner as a result of the County's actions;

(3) the County's failure or refusal to timely release a Contract Agency Prisoner.

To the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

Solely for the purposes of this indemnification provision, the Contract Agency and the County each expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually agreed upon by the parties.

(c) Insurance Requirement. The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of **Section 19, "INDEMNIFICATION, HOLD HARMLESS AND INSURANCE,"** shall survive the termination or expiration of this Agreement.

20. NONDISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

21. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Kitsap County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

22. DURATION:

The initial term of this Agreement shall be effective from January 1, 2018, through December 31, 2018, unless another date is substituted pursuant to Section 26, or the Agreement is terminated earlier pursuant to Section 23. Nothing in this Agreement shall be construed to make it necessary for the Contract Agency to continuously house prisoners with the County.

23. TERMINATION:

This Agreement may be terminated for the convenience of either party prior to expiration by written notice from such party delivered by regular mail to the designated representative at the address set forth herein. Termination by said notice shall become effective one hundred twenty (120) days after receipt of such notice. For the information of the other party, but not as a condition affecting the effectiveness of the notice, the notice shall set forth the reason the party has decided to terminate the Agreement and the specific plan for accommodating Contracting Agency Prisoners to be affected, if any.

24. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

25. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in writing executed by the parties.

26. MODIFICATION:

This Agreement may only be modified by written instrument signed by both Parties.

27. GOVERNING LAW/VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Kitsap County Superior Court.

28. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

29. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this _____ day of _____, 2017

CITY OF BAINBRIDGE ISLAND

Douglas Schulze, City Manager

DATED this 6th day of December, 2017

KITSAP COUNTY SHERIFF'S OFFICE

Gary Simpson, Sheriff

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

1-8-18

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

ATTEST:

Dana Daniels, Clerk of the Board

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2021-19 Authorizing Use of the Kitsap County Investment Pool and Amending the City's Investment Policy, Delegating Authority to Make Investments to Additional, Specific, City Positions - Finance,

SUMMARY: The Kitsap County Treasurer requires the City Council to authorize the investment of City funds in the Kitsap County Investment Pool ("Pool"). The County Treasurer also requires City Council to designate specific staff with authority to make investment decisions and initiate bank wire transfers to and from the Pool on the City's behalf. This resolution formally authorizes additional key financial personnel to initiate transfers to/from the County investment pool to/from the City operating account.

AGENDA CATEGORY: Resolution **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Adopt Resolution No. 2021-19 authorizing use of the Kitsap County Investment Pool and amending the City's Investment Policy, delegating authority to make investments to additional, specific, city positions.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: The City's investment policy, as laid out in Resolution No. 93-52, prioritizes safety, liquidity, and return on investment while maintaining compliance with all federal, state, and local laws and regulations. State law limits the type of investments governmental entities may use. This includes US treasuries, US agencies, US corporate debt and limited other low risk securities.

The City has been investing in the Kitsap County Investment Pool since at least the early 1990s. Currently, the City maintains approximately $41 million in the Kitsap County Investment Pool. Recently, the County Treasurer contacted the City and requested formal Council authority to invest in the Pool and designation of staff with investment making authority, including those who can initiate bank wire transfers of City funds.

This resolution authorizes the investment of excess funds in the Kitsap County Investment Pool. Additionally, it amends the City's Investment Policy to authorize the Deputy City Manager, Accounting Manager, Budget Manager or Senior Financial Analyst to initiate wire transfers of funds, in addition to the Finance Director (who is the Treasurer of the City, and is currently authorized to initiate such wire transfers).

For internal control purposes, the City, as well as Kitsap County, requires all funds to be only transferred to/from the Kitsap County Investment Pool into the City Operating Account. Transfers to other funds are not allowed.

ATTACHMENTS:

Resolution No. 2021-19.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2021-19

A RESOLUTION of the City Council of Bainbridge Island, Washington, authorizing investment of excess funds in the Kitsap County Investment Pool and designating specific City staff with authority to initiate wire transfers of City funds to or from Kitsap County.

WHEREAS, the City of Bainbridge Island periodically invests excess funds in the Kitsap County Investment Pool; and

WHEREAS, the Kitsap County Treasurer requires a resolution authorizing the investment of funds in the Kitsap County Investment Pool and designating specific City staff with authority to initiate wire transfers of funds; and

WHEREAS, Chapter 3.12 BIMC includes the contents of the City's investment policy; and

WHEREAS, Chapter 3.12 BIMC includes the adoption of the City's investment program; and

WHEREAS, Chapter 3.12 BIMC directs that any modifications to the City's investment program policies must be approved by the City Council; and

WHEREAS, the Council last updated the investment policies through adoption of Resolution No. 93-52, which includes Section 5, "Delegation of Authority," that defines the City employees that are authorized to conduct transactions related to the City's investment program;

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

Section 1. The City Council hereby authorizes the investment of excess funds in the Kitsap County Investment Pool and further designates the following staff with authority to initiate wire transfers: Deputy City Manager, Finance Director, Accounting Manager, Budget Manager, and Senior Financial Analyst.

Section 2: Resolution No. 93-52 Section 5 of the Investment Policy is hereby amended as follows:

Delegation of Authority - Authority to manage the City's investment program is derived from: the Bainbridge Island Municipal Code, policies adopted by the <u>City Manager</u>~~Mayor~~, and this policy as adopted and amended by the City Council. Management responsibility for the investment program is hereby delegated to the Director of Finance and Administrative Services ("the Director"), who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, custody agreements and

investment related banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions, which include: the Deputy City Manager, Accounting Manager, Budget Manager, and Senior Financial Analyst. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Director. The Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Section 3. This resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ___ day of _____, 2021.

APPROVED by the Mayor this ___ day of _____, 2021.

_____
Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

By: _____

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: December 10, 2021
PASSED BY THE CITY COUNCIL: _____ ___, 2021
RESOLUTION NO. 2021-19

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2021-18 Updating City Procedure for Surplus and Sale of City-Owned Property - Finance,

SUMMARY: This resolution would move the timing of the surplus property report from mid-year to year-end to coincide with the City's fiscal year end. This change is intended to improve internal controls related to a deficiency in the disposal of capital assets identified by the Washington State Auditor's Office in their most recent audit for the year ending December 31, 2020.

See part five of the Real Property Surplus and Sale Procedures for the specific changes. There are no other changes proposed.

AGENDA CATEGORY: Resolution **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Adopt Resolution No. 2021-18 updating City procedure for surplus and sale of City-owned property.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: During the 2020 audit the Washington State Auditors Office found a weakness in the City's internal controls over disposal of non-monetary capital assets. The City had co-ownership with the Bainbridge Island Metropolitan Park & Recreation District of multiple land parcels. In recent years, the City deeded its ownership interest in some of those parcels to the Park District. Because the City did not receive anything in exchange, the City's normal control procedures did not identify the transactions. The surplus property report prepared by the Legal Department includes all disposals of assets during a given year, both monetary and non-monetary. Review of this report at year end by Finance will help ensure all asset disposals are accounted for properly in the City's financial records.

It is important to note that though the auditors reported this internal control weakness they nevertheless issued an unmodified audit opinion, commonly known as a clean opinion.

ATTACHMENTS:

Resolution No. 2021-18 Updating Procedures for Surplus and Sale of City-Owned Real Property.docx

FISCAL DETAILS: The 2021-2022 Adopted Budget includes $300,000 for a two-year cultural funding award cycle. Applications are considered and a set of awards are recommended to the City Council. Once approved, organizations submit quarterly and annual reports and receive reimbursement for qualifying expenses.

Fund Name(s):

Coding:

RESOLUTION NO. 2020-18

A RESOLUTION of the City Council of Bainbridge Island, Washington, updating procedures for the surplus and sale of real property owned by the City of Bainbridge Island.

WHEREAS, on March 11, 2009, the City Council adopted Resolution No. 2009-02, establishing a procedure for the surplus and sale of City-owned real property; and

WHEREAS, on August 11, 2015, the City Council adopted Resolution No. 2015-15, amending the procedure set out in Resolution No. 2009-02; and

WHEREAS, on August 23, 2016, the City Council adopted Resolution No. 2016-18, further amending the procedure originally adopted under Resolution No. 2009-02; and

WHEREAS, on August 25, 2020, the City Council adopted Resolution No. 2020-02, repealing the aforementioned resolutions and establishing new procedures for the surplus and sale of real property owned by the City of Bainbridge Island; and

WHEREAS, the Washington State Auditor's Office recently issued the City an internal control finding identifying deficiencies in the accurate reporting of capital assets; and

WHEREAS, the City currently issues a surplus property report to the City Council coinciding with the mid-year financial report, and the surplus property report would be more helpful in the proper recording of capital assets if it were issued at year-end to coincide with the City's fiscal year-end.

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

Section 1. Resolution No. 2020-02 is updated as shown on Exhibit A, attached hereto and incorporated herein by reference.

Section 2. This resolution shall take effect immediately upon passage by the City Council.

PASSED by the City Council this ___ day of December, 2021.

APPROVED by the Mayor this ___ day of December, 2021.

_____
Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

By:_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	December 10, 2021
PASSED BY THE CITY COUNCIL:	_____ ___, 2021
RESOLUTION NO.	2021-18

Exhibit A
City of Bainbridge Island
Real Property Surplus and Sale Procedure

1. Surplus Procedure for Real Property

City-owned real property may be declared surplus by the City Council after the procedures outlined in this section have been completed.

1.1 Public Hearing

The City Council shall hold a public hearing as part of its process to consider whether to declare any real property surplus to the needs of the City. Notice of the public hearing shall be given, and a news release disseminated, in accordance with RCW 39.33.020.

1.2 Surplus Declaration

Following conclusion of the public hearing, the City Council shall determine whether the property shall be declared surplus. If such determination is made, the City Council shall pass a resolution declaring the property surplus and making each of the following determinations:

1.2.1 Whether the real property should be sold to, transferred to, or exchanged through one of the procedures outlined in Subsection 2.3 below;

1.2.2 Whether special covenants or restrictions should be imposed as a condition of the sale; and

1.2.3 Whether an appraisal is necessary to obtain the fair market value of the real property.

2. Sale Procedure for Real Property Declared Surplus

Real property declared surplus under Section 1 may be sold, transferred, or exchanged in accordance with the procedure outlined in this section.

2.1 Determination of Market Value.

2.1.1 If the resolution declaring the real property surplus indicates that an appraisal is necessary, then the City Manager shall contract with an appraiser licensed by the State of Washington as a "state certified general appraiser" to conduct the appraisal and prepare a written appraisal report in accordance with the edition of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation ("USPAP") in effect on the date that the appraisal report is issued to the City. For the purposes of this subsection, "appraisal report" means a written report containing the information required under Standards Rule 2-2(a) of the 2020-21 Edition of the USPAP, as may subsequently be amended by the Appraisal Foundation.

2.1.2 If the resolution declaring the real property surplus indicates that the City has sufficient and acceptable information regarding the valuation of the real property, then no appraisal shall be obtained.

2.2 SEPA Review.

The sale, transfer, or exchange of real property that is subject to a specifically designated and authorized public use established by the City and used by the public for that purpose shall be subject to review under the State Environmental Policy Act ("SEPA"), Chapter 43.21C RCW, and the City's SEPA procedures and policies, Chapter 16.04 BIMC. Under WAC 197-11-800(5), all other sales, transfers, or exchanges of City-owned real property are exempt from review under SEPA.

2.3 Procedures for the Sale, Transfer, or Exchange of Real Property.

If the resolution declaring the real property surplus indicates that the real property should be sold, transferred, or exchanged, then the resolution shall specify one of the following procedures for the sale, transfer, or exchange of the real property. All conveyances of surplus real property shall be made by quit claim deed. Closing costs, including, but not limited to, title insurance, recordation costs, and escrow fees, shall be allocated as agreed by the parties. Each party shall bear its own brokerage costs, if any.

2.3.1 Disposition by Sealed Bid. Where a property is sold by sealed bids, the prevailing bidder must enter into a purchase and sale agreement and make a deposit in the amount agreed by the parties within the time specified by the City. Such deposit shall be deposited into escrow until closing on the purchase of the property, and payment of the remaining amount of the purchase price shall be made within thirty (30) days, unless otherwise agreed by the parties. In the event the prevailing bidder is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

2.3.2 Disposition by Auction. Where property is sold at auction, the prevailing bidder must immediately tender a cash deposit or certified check for deposit into escrow as earnest money to the City in an amount acceptable to the City. Payment of the remaining amount of the purchase price shall be made within thirty (30) days, unless otherwise agreed by the parties. In the event the prevailing bidder is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

2.3.3 Disposition by Negotiated Sale. Where real property is sold by negotiated sale, the City and the prospective purchaser shall enter into a purchase and sale agreement which will detail, among other issues, the earnest money to be deposited for the subject parcel.

2.3.4 Disposition by Request for Proposal. Where property is sold through a process that includes a request for proposals ("RFP"), a specification document, including criteria for evaluation of applicant proposals, shall be made available to any person or entity which the City determines would be a qualified applicant. Acceptance or rejection of responses to a Request for Proposal shall be in the sole discretion of the City Council. If a responsive proposal is accepted by the Council, the development process will proceed as follows:

2.3.4.1 ENA Stage. Once the City selects a developer related to the property at issue, an Exclusive Negotiating Agreement ("ENA") will be negotiated between the parties and presented to the Council for approval.

2.3.4.2 DDA Stage. Once the ENA has been negotiated and approved by the Council, a Disposition and Development Agreement ("DDA") will be negotiated between the parties and presented to the Council for approval. All legal rights and obligations between the selected developer(s), if any, and the City will come into existence only when a DDA is fully executed by the parties and then approved by the Council. The legal rights and obligations of each party shall be only those rights and obligations which are set forth in the DDA and any other documents specifically referred to in that DDA and executed by the parties.

2.3.4.3 Construction Stage. Once all the DDA conditions precedent to property transfer have been met, the City will transfer the site to the developer, and construction will begin shortly thereafter, as mutually agreed upon by the City and the developer.

2.3.5 Special Disposition. In cases where the City Council determines that the public interest in a reasonable return is outweighed by the public benefit, the Council may designate such real property for disposal by special disposition through any procedure authorized by law, including, but not limited to, the sale, transfer, or exchange of the property through one of the procedures outlined above, but for less than fair market value to the extent allowed by law.

2.4 Rules Implementing RCW 39.33.015.

For the purposes of RCW 39.33.015, Sections 1 and 2 shall, in addition to being of general application, also serve as the City's rules to regulate the disposition of property for "public benefit" purposes, as defined by RCW 39.33.015.

3. City Real Property Inventory

The City Manager, or their designee, shall establish and maintain an inventory and map of City-owned real property, which includes all real property owned by the City or any of the City's utilities or other special purpose funds. The inventory will include the following information:

a. Property name;
b. Street address (if available);
c. Kitsap Assessor's Office Property Tax Parcel Number;
d. Current use of property;
e. Any planned future use;
f. City fund that currently owns the real property; and
g. Restrictions on property use or sale (if applicable).

4. Review of City Real Property Holdings

The City Manager, or their designee, shall annually review all of the City's real property holdings with regard to the following:

a. If the current use is appropriate and necessary;
b. If the property could be used for another City purpose consistent with its original purchasing fund restrictions, if any;
c. If the property could be used for another City purpose outside of the original purchasing fund restrictions, if any;
d. If the property appears to be surplus to the City's needs;
e. Whether there is evidence of potential interest by anyone in purchasing the property; and
f. Whether there is an interest by the Bainbridge Island Metropolitan Park & Recreation District, or by any other taxing district operating on Bainbridge Island, in acquiring the property.

5. Surplus Property Report

The City Manager, or their designee, shall prepare an annual written report containing an update on real property previously declared to be surplus. The written report shall include data up to the fiscal year-end and shall be submitted to the City Council annually in January of the following year ~~in connection with the City's Mid-Year Financial Report~~.

The report shall also include any recommendations that the City Manager, or their designee, may make as to whether any additional City-owned real property should be declared surplus by the City Council. If the City Manager, or their designee, makes a recommendation that certain real property be declared surplus, then the report shall contain the following information with regard to the real property recommended for surplus:

a. Description of the location and size of the property;
b. Description of the circumstances under which the property was obtained;
c. Description of the funds used to acquire the property and any restrictions on the property's use or disposal;
d. Description of what municipal use the property has been put to in the past, if any, and what use, if any, for which it might be held;
e. Whether an appraisal is recommended;
f. Whether the property is only usable by abutting owners or is of general marketability;

g. Whether special consideration ought to be given to some other public agency that has a use for the property;
h. Recommendation as to the procedure through which the property should be sold, transferred, or exchanged;
i. Recommendation as to whether any special covenants or restrictions should be imposed in conjunction with sale of the property; and
j. If owned by a City utility, recommendation as to whether the property should be sold or transferred to the City's General Fund prior to being conveyed or sold to a third party.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2021-36 Amending Chapter 3.84 BIMC to Update the Job Titles Authorized to Sign Checks, Expand the Forms of Payment Allowed Per the Code, and Update the Title of the Chapter to Reflect Those Changes - Finance,

SUMMARY: Chapter 3.84 BIMC, "City Payment by Check," identifies job titles that are authorized to execute payment of obligations of the City and designates methods of payment for the same. This ordinance updates BIMC 3.84.010 to reflect changes in authorized job titles, personnel, payment methods, and to update the chapter title to, "Payment of City Obligations," to reflect those changes. This ordinance also adds a new Section 3.84.020 to more clearly present the "two signature" requirement currently found in Chapter 3.84 BIMC.

This ordinance also ratifies the designation of Umpqua Bank as the City's public depository, in accordance with RCW 35A.40.020 and Chapter 3.84 BIMC.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Adopt Ordinance No. 2021-36 amending Chapter 3.84 BIMC to update the job titles authorized to sign checks, expand the forms of payment allowed per the Code, and update the title of the chapter.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: The list of Job titles in Chapter 3.84 BIMC that have check signing authority was last updated in 2010. Since that time, certain job titles have been eliminated and others have been added. In addition, the Municipal Court Judge and Court Administrator are not listed as signers for the Court bank account. This ordinance updates Chapter 3.84 BIMC to include current job titles and authorized personnel, and authorizes the Municipal Court Judge and Court Administrator as signers for the Court bank account.

Additionally, Chapter 3.84 BIMC authorizes payment by check or warrant as the sole means for making City payments. Currently, the city also makes payments by wire, automated clearing house (ACH) transaction, credit card, and other electronic means. This ordinance updates Chapter 3.84 BIMC to include these additional

payment methods as authorized payment methods. With the addition of new payment methods, a new section 3.84.020 is added to more clearly present the two signature requirement currently in Chapter 3.84 BIMC.

Chapter 3.84 BIMC is currently titled, "City Payment by Check." This ordinance amends the title to, "Payment of City Obligations," to consider the additional payment methods contemplated by the ordinance.

RCW 35A.40.020 requires that the City Council designate the City's public depository. In addition to that RCW, Chapter 3.84 BIMC requires the Council approve of the designation of the City's public depository. This ordinance ratifies the designation of Umpqua Bank as the City's public depository in accordance with those sections of the RCW and the Code.

ATTACHMENTS:

Ordinance No. 2021-36.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2021-36

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Chapter 3.84 of the Bainbridge Island Municipal Code ("BIMC") to update the list of authorized check signers and to update the authorized forms of payment; and to ratify the designation of Umpqua Bank as the City's designated public depository.

WHEREAS, RCW 35A.40.020 requires that the City Council designate the City's public depository; and

WHEREAS, Chapter 3.84 BIMC requires the Council approve of the designation of the City's public depository; and

WHEREAS, Ordinance No. 2010-28, codified as Chapter 3.84 BIMC, updated the list of authorized City check signers; and

WHEREAS, due to changes in job titles and the elimination of others there is a need to further update the list of authorized City check signers contained in Chapter 3.84 BIMC; and

WHEREAS, it has come to City staff's attention that although there are bank resolutions authorizing the Municipal Court Judge and the Court Administrator to sign Municipal Court bank account checks, the job titles are not listed in Chapter 3.84 BIMC as authorized signers; and

WHEREAS, Chapter 3.84 BIMC currently lists checks and warrants as the only authorized forms of payment; and

WHEREAS, in addition to using checks, the City currently makes payments by bank wire, automated clearing house (ACH) transaction, credit card, and other electronic forms.

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

Section 1. Chapter 3.84 of the Bainbridge Island Municipal Code, is hereby amended to read as follows:

Chapter 3.84

~~CITY~~ PAYMENT~~BY CHECK~~ OF CITY OBLIGATIONS

3.84.010 Procedures.

All claims or other obligations of the city which are payable out of solvent funds shall be paid by: ~~the~~ issuance of a bank check or warrant, bank wire, automated

clearing house (ACH) transaction, credit card, or other electronic means; provided, that no check or other forms of payment shall be issued when the applicable fund is not solvent at the time payment is ordered.~~, but a warrant shall be issued instead.~~ The public depository upon which such checks are to be drawn shall be that banking institution under contract with the city and approved by the city council.~~ Two signatures of the following officers of the city shall validate a check: city manager, finance director, accounting manager, budget manager, cost accountant and senior accountant.~~

Section 2. A new Section 3.84.020 of the Bainbridge Island Municipal Code is hereby added as follows:

3.84.020 Two city officer signatures required for city checks.

Two signatures of the following officers of the city shall validate a check: city manager, deputy city manager, finance director, accounting manager, budget manager, and senior financial analyst cost accountant and senior accountant. In addition to the signers listed above, the city's municipal court bank account checks may also be signed by the municipal court judge and court administrator.

Section 3. The City Council, by and through the passage of this ordinance, ratifies the designation of Umpqua Bank as the City's public depository to be used for payment of city obligations.

Section 4. 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, MMC, City Clerk

FILED WITH THE CITY CLERK: December 10, 2021
PASSED BY THE CITY COUNCIL: _____, ___ 2021

PUBLISHED:	_____, ___ 2021
EFFECTIVE DATE:	_____, ___ 2021
ORDINANCE NUMBER:	2021-36

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:**

AGENDA ITEM: Approve Annual Drainage Project Contract Award and Authorize the City Manager to Execute a Related Contract in the amount of $268,655.00 - Public Works,

SUMMARY: The 2021 Annual Drainage project provides for removal, replacement, and construction of drainage structures, storm drain lines, catch basins, and landscape mitigation.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Approve the 2021 Annual Drainage contract award to the apparent low bidder, Seton Construction, Inc., in the amount of $268,655.00 and authorize the City Manager to execute a related contract.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:	
Amount:	$268,655.00
Ongoing Cost:	
One-Time Cost:	$268,655.00
Included in Current Budget?	Yes

BACKGROUND: The 2021 Annual Drainage project consists of a group of projects that work to mitigate drainage issues on Bainbridge Island and repair culverts. Work includes removal, replacement, and construction of drainage structures, storm drain lines, catch basins, landscaping, etc.

This bid includes an initial base bid plus four alternates. Based on the apparent low bid amount and 2021 Annual Drainage budget will determine how many of the alternates can be constructed this year. The base bid is for drainage improvements on Seaborn Road. The alternates include: 1) Soundview Drive drainage improvements, 2) Battle Point Drive drainage improvements, 3) Kallgren Road drainage improvements, and 4) storm culvert replacements on Crystal Springs Road.

Bids were solicited through the Municipal Research Services Center (MRSC) Small Works Roster process, and the City received one (1) bid at the November 29, 2021 bid opening. See attached bid form.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the 2021 Annual Drainage Contract to the apparent low bidder, Seton Construction, Inc., in the amount of $268,655.00. Proposed award includes the base bid (Seaborn Road) plus Alternate 1 (Soundview Drive), Alternate 2 (Battle Point Drive), and Alternate 3 (Kallgren Road).

The engineer's estimate is $200,000 to $300,000.

ATTACHMENTS:

2021 DRAINAGE SWR CONTRACT.docx

Bid Form.docx

2021 Annual Drainage Map.pdf

FISCAL DETAILS: There is $299,900 total budget with $27,246 spent leaving $272,654 in available budget for this contract.

Fund Name(s): SSWM Fund

Coding:

CITY OF BAINBRIDGE ISLAND
SMALL WORKS ROSTER CONTRACT

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

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the **2021 ANNUAL DRAINAGE Project** ("Project"). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

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

2. Notice to Proceed, Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within one hundred (100) calendar days from the City's issuance of the Notice to Proceed. Work shall not commence prior to February 1st, 2022. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Two Hundred Sixty-Eight Thousand, Six Hundred and Fifty-Five Dollars ($268,655.00), which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

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

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

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

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

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

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

5. Indemnification and Hold Harmless.

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

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

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

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

6. Nondiscrimination and Compliance with Laws.

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

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

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

7. Job Safety.

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

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

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

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

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

11. Change Order/Contract Modification.

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

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

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

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

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

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Subletting or Assigning of Contracts**. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of

the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

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

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

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

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

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

SETON CONSTRUCTION, INC.	**CITY OF BAINBRIDGE ISLAND**
Date:_____	Date:_____
By:_____	By:_____
Name_____	Blair King, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

CITY CONTACT:

Emily Cady

City of Bainbridge Island

280 Madison Ave N

Bainbridge Island, WA 98110

Phone: 206-780-3780

CONTRACTOR CONTACT:

Print Name: _____

Address: _____

_____

_____

Phone: _____

Fax: _____

Contractor License #: _____

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

ATTACHMENT A
PROJECT – SCOPE OF WORK
2021 ANNUAL DRAINAGE

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and the Special Provisions outlined in Attachment C, all of which are made a part of the Contract Documents, shall govern all of the work. The terms of the Contract shall govern in the event of a conflict with the terms of the Standard Specifications, as amended, or with the terms of the Special Provisions.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

5. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in

an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

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

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors' Insurance

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and

pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

DESWORK.GR1
DESCRIPTION OF WORK

DESWORK1.FR1
(March 13, 1995)
This Contract provides for the improvement of the 2021 Annual Drainage Projects, consisting of a group of projects that work to mitigate drainage issues on Bainbridge Island and repair culverts. Work includes but is not limited to- removal, replacement, and construction of drainage structures, removal and replacement of storm drain lines, construction of storm drain lines and installation of catch basins, regrading, landscaping, clearing, and grubbing and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.1(1)
Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria
(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)

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

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

Delete this section and replace it with the following:

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

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

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

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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

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

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

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

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

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

Cumulative Alternates Bidding
Shall be replaced with the following
(*****)
This Bid Proposal requires the bidder to bid cumulative Alternates as part of the bid. As such the bidder is required to submit a Base Bid and a bid for each of the cumulative Alternate(s) A1, A2, A3, A4.

Bid Proposal
The bid proposal is composed of the following parts:

1. Base Bid
   The base bid shall include only Seaborn Rd Drainage Improvements.

2. Alternate 1

   a. Alternate 1
      Based on constructing (***Soundview Dr Drainage Improvements***)
      The bid items for Alternate 1 are as listed in the bid proposal.

3. Alternate 2

   a. Alternate 2
      Based on constructing (***Battle Point Dr ***)
      The bid items for Alternate 2 are as listed in the bid proposal.

4. Alternate 3

    a. Alternate 3
    Based on constructing (***Kallgren Rd Drainage Improvements ***)
    The bid items for Alternate 3 are as listed in the bid proposal.

4. Alternate 4

    a. Alternate 4
    Based on constructing (***Storm Culvert Replacement at Crystal Springs ***)
    The bid items for Alternate 4 are as listed in the bid proposal.

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

Award Procedures
The successful bidder will be the bidder submitting the lowest responsible bid for the preference, listed in the order below, which is within the amount of Available Funds for the project to be announced with the bid tabulation.

1. Preference 1: Lowest total for (Base Bid plus Alternate 1 plus Alternate 2 plus Alternate 3 plus Alternate 4)
2. Preference 2: Lowest total for (Base Bid plus Alternate 1 plus Alternate 2 plus Alternate 3)
3. Preference 3: Lowest total for (Base Bid plus Alternate 1 plus Alternate 2)
4. Preference 4: Lowest total for (Base Bid plus Alternate 1)
5. Preference 5: Lowest total for (Base Bid plus Alternate 2)
6. Preference 6: Lowest total for Base Bid.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder’s officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;

6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

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

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

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

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

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposals

Delete this section and replace it with the following:
(*****)

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

1-02.13.RTF
1-02.13 Irregular Proposals
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;

i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

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

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

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

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

2. **Federal Debarment**

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

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

3. **Subcontractor Responsibility**

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

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

4. **Claims Against Retainage and Bonds**

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

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

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

5. **Public Bidding Crime**

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

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

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

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

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

7. **Lawsuits**

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

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

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as

well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

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

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

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 40 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

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

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

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

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

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating

conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP,

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

1-05.16
Add the following new section:

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

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

1-05.18
Add the following new section:

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

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

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

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

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

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

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

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

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

Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

Record Drawings (Minimum Bid $ 200)	Lump Sum

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

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

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water

mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

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

1-07.2(3) Services

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

1-07.4 Sanitation

1-07.4(1) General

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

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

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

1-07.9(5) Required Documents
(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

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

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

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements
A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

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

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability
Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury each offence
$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability
Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation
The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

1-08.0(1)
Add the following new section:

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

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

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

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

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

1-08.0(2)
Add the following new section:

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

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(May 30, 2019 APWA GSP, Option B)

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

1-08.3(2)B Type B Progress Schedule
(March 13, 2012 APWA GSP)

Revise the first paragraph to read:

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

Revise the first sentence of the second paragraph to read:

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement

of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(November 30, 2018 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of $1000 for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will

correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.9 Payments
(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-10.4.GR1
Measurement

1-10.4(1).GR1
Lump Sum Bid for Project (No Unit Items)

1-10.4(1).INST1.GR1
Section 1-10.4(1) is supplemented with the following:

1-10.4(1).OPT1.GR1
(August 2, 2004)
The proposal contains the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION2.GR2

Division 2
Earthwork

Clearing, Grubbing, and Roadside Cleanup

Description

Section 2-01.1 is supplemented with the following:

(*****)

Clearing and grubbing on this project shall be performed within the following limits:

Per Plan

Clearing and grubbing shall include disposal, haul, and removal of all bushes and vegetation including roots of all vegetation within the clearing and grubbing zone. Along with all clearing and grubbing as directed by engineer. Work shall be limited to the right-of-way and easements.

Payment

Payment shall be lump sum and shall be included in the line item "Mobilization" and shall include disposal, haul, and removal including roots of all vegetation, along with all bushes within the clearing and grubbing zone.

2-02.3.GR2
Construction Requirements

2-02.3.INST1.GR2
Section 2-02.3 is supplemented with the following:

2-02.3.OPT1.FR2

(September 7, 2021)

Removal of Obstructions

The following miscellaneous Obstructions shall be removed and disposed of:

Per plan.

2-02.3(2).GB2

Removal of Bridges, Box Culverts, and other Drainage Structures

2-02.3(2).INST1.GB2

Section 2-02.3(2) is supplemented with the following:

(*****)

Shall be per plan.

2-02.4.GR2

Measurement

2-02.4.INST1.GR2
Section 2-02.4 is supplemented with the following:

2-02.5.GR2

Payment

2-02.5.INST1.GR2
Section 2-02.5 is revised by the following:

2-02.5.OPT1.FR2

(August 7, 2017)

Payment will be made for the following bid item when it is included in the proposal.

All costs for the removal of structures and obstructions shall be included in “removal of structures and obstructions” bid item and shall be paid per lump sum unit.

5-04.GR5

Hot Mix Asphalt

Materials

Mix Design – Obtaining Project Approval

Section 5-04.2(2) is supplemented with the following:

(******)

Backfill for pavement repair excavation depths shall consist of 4-inches hot mix asphalt. Prior to HMA placement, the subgrade shall be compacted to 95% standard density or to the satisfaction of the engineer.

Measurement
Section 5.04.4 is supplemented with the following:

(******)
HMA for Pavement Repair will be measured by the ton.

Payment
Section 5.04.5 is supplemented with the following:

(******)
"HMA for Pavement Repair Cl.____ PG ____", per ton.

DIVISION7.GR7

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

7-05.3(2) Abandon Existing Manholes

Where it is required that an existing manhole be abandoned, the Structure shall be broken down to a depth of at least 4 feet below the revised surface elevation, all connections plugged, and the manhole filled with sand and compacted to 90 percent density as specified in Section 2-03.3(14)C. Debris resulting from breaking the upper part of the manhole may be mixed with the sand subject to the approval of the Engineer. The ring and cover shall be salvaged and all other surplus material disposed of.

Payment
Payment shall be lump sum under line item "Abandon in Place Structures".

7-05.3(3) Connections to Existing Manholes

The Contractor shall verify invert elevations prior to construction. The crown elevation of laterals shall be the same as the crown elevation of the incoming pipe unless specified. The existing base shall be reshaped to provide a channel equivalent to that specified for a new manhole. The Contractor shall excavate completely around the manhole to prevent unbalanced loading. The manhole shall be kept in operation at all times and the necessary precautions shall be taken to prevent debris or other material from entering the sewer, including a tight pipeline bypass through the existing channel if required. Water used for flushing and testing shall not be allowed to enter the sewer. All damage to the manhole resulting from the Contractor's operation shall be repaired at no expense to the Contracting Agency.

Payment

Payment shall be per Each under line item “Corrugated Polyethylene Storm Sewer Pipe __In Dia” and shall include connection to existing and new manholes and existing and new catch basins and all other drainage structures.

(*****)
All pipes shall be placed with marking tape in trench and shall have white plastic line on road above the centerline of the pipe noting each end of pipe.

Payment

Payment shall be per Each under line item “Corrugated Polyethylene Storm Sewer Pipe __In Dia”.

DIVISION8.GR8

Division 8
Miscellaneous Construction

8-01.GR8
Erosion Control and Water Pollution Control

8-01.3.GR8
Construction Requirements

(April 1, 2002)
Side Slope Treatment
Slopes shall be compacted within 1 days of exposure of a new section of cut and construction of a new portion of an embankment.

Water Management

Management of Off-Site Water

Section 8-01.3(1)C4 is supplemented with the following:

(August 6, 2012)
Off-site Stormwater
Stormwater is known to enter the project site at the following locations:

(*****)
Erosion control shall include all items outlined on the erosion control notes on the plans, catch basin filter bags within the work area, sandbags, slope stabilization, hydroseeding coconut matting for exposed soil and a dewatering system.

Payment
Payment shall be LS under line item “Erosion/Water Pollution Control”.

8-01.3(2).GR8
Temporary Seeding and Mulching

8-01.3(2)B.GR8
Temporary Seeding

Section 8-01.3(2)B is supplemented with the following:

(September 3, 2019)
Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet. Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet. Coconut coir matting shall be placed to limit erosion in seeded areas.

Payment
Payment shall be LS under line item “Erosion/Water Pollution Control”.

8-02.GR8
8-02.3.GR8
Construction Requirements

8-02.3.INST1.GR8
Section 8-02.3 is supplemented with the following:

8-02.3(4).GR8
Topsoil

8-02.3(4)A.GR8
Topsoil Type A

8-02.3(4)A.INST1.GR8
Section 8-02.3(4)A is supplemented with the following:

8-02.3(4)A.OPT1.FR8
(August 3, 2015)
Topsoil Type A shall be placed to a non-compacted depth of 6 inches. The topsoil shall be thoroughly blended prior to placement.

The Contractor shall submit a Type 1 Working Drawing consisting of independent test results from an accredited laboratory demonstrating the Topsoil Type A meets the requirements of Section 9-14.1(1). The Type 1 Working Drawing shall also include the Request for Approval of Material in accordance with Section 1-06.1(2).

Payment
Payment shall be per CY under line item “Topsoil Type A”.

Declaration of Option for Management of Statutory Retained Percentage Under Chapter 60.28 RCW

The Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing the Contractor's signature and date to one of the following three options in accordance with RCW 60.28.011(4) and subject to the conditions of the Measurement and Payment Section. The Contractor may also have some or all of the retained percentage released by tendering a retainage bond acceptable to the Owner (City of Bainbridge Island) in accordance with RCW 60.28.011(6).

☐ I hereby elect to have the retained percentage of this Contract **HELD IN A FUND** by the City of Bainbridge Island ("City") in accordance with RCW 60.28.011(4)(a).

Date: _____ Signed: _____

☐ I hereby elect to have the City deposit the retained percentage of this Contract in an **INTEREST BEARING ACCOUNT** in accordance with RCW 60.28.011(4)(b).

Date: _____ Signed: _____

☐ I hereby elect to have the City **PLACE IN ESCROW** the retained percentage of this Contract in accordance with RCW 60.28.011(4)(c). If this option is chosen, the Contractor must designate a repository acceptable to Owner as follows:

I hereby designate _____ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investments selected are subject to City approval. Prior to the City placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow.

Date: _____ Signed:_____

☐ I hereby elect to tender a retainage bond for some or all of the retained percentage in accordance with RCW 60.28.011(6). Such bond shall be issued by a surety accepted for business in this state by the Washington Insurance Commissioner and with an A.M. Best rating of at least B plus and otherwise acceptable by the Owner (City).

Date: _____ Signed: _____

Guarantee Form

CITY OF BAINBRIDGE ISLAND
280 Madison Avenue N
Bainbridge Island, Washington 98110

Subject: 2021 ANNUAL DRAINAGE

To Whom It May Concern:

The undersigned Contractor hereby guarantees and warrants the complete construction and installation of all work, systems, and apparatus done and performed in connection with the above-referenced Project to be free from defects in materials and workmanship for a period of **two (2) years** from the date of final acceptance of the entire Project. The undersigned agrees to remedy and correct at its own expense any such defects appearing during that period of time due to unsatisfactory materials or workmanship, and will pay for any and all damage which may occur to other aspects of the work or the Project which may result from the occurrence of such defects or the correction of the same. It is understood that partial or entire use of the Project by the City of Bainbridge Island ("City") shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City shall in no way be deemed a waiver by the City of any rights or remedies (or time limits in which to enforce said rights or remedies) it may have against the undersigned for defective workmanship or defective materials under the laws of the State of Washington pertaining to acts of negligence.

This Guarantee shall not be interpreted as holding the undersigned responsible for any deterioration of the work related to the Project due to normal use or abuse of the work by the City.

_____
Contractor Signature

_____
Date

_____
Print – Company Name – Title

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for the 2021 ANNUAL DRAINAGE Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.: _____**

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars ($_____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 20__, for the construction of the **City of Bainbridge Island's 2021 ANNUAL DRAINAGE Project,** according to the terms, conditions, and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by chapter 39.08 RCW, any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements for payment of all persons laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by chapter 39.08 RCW and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20__.

PRINCIPAL:

By:_____
(Print Name)

Signature:_____

Title:_____

SURETY:

By:_____
(Print Name)

Signature:_____

Title:_____

Address:_____

_____

Attachments: Original Surety Power of Attorney

Performance Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.: _____**

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars ($_____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 20___, for the construction of the **City of Bainbridge Island, 2021 ANNUAL DRAINAGE Project**, according to the terms, conditions and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to compel performance by the SURETY and to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to perform all requirements and obligations under the Contract as defined by the Contract Documents in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements under the Contract and the Contract Documents and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or other failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to perform or pay to have performed any and all such obligations not performed by the PRINCIPAL in accord with the Contract Documents in the same manner and to the same extent as the PRINCIPAL.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the Work to be performed thereunder, or other Contract Documents shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or other Contract Documents. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20__.

PRINCIPAL:

By:_____
(Print Name)

Signature:_____

Title:_____

SURETY:

By:_____
(Print Name)

Signature:_____

Title:_____

Address:_____

_____

Attachments: Original Surety Power of Attorney

City of Bainbridge Island
Public Works Department

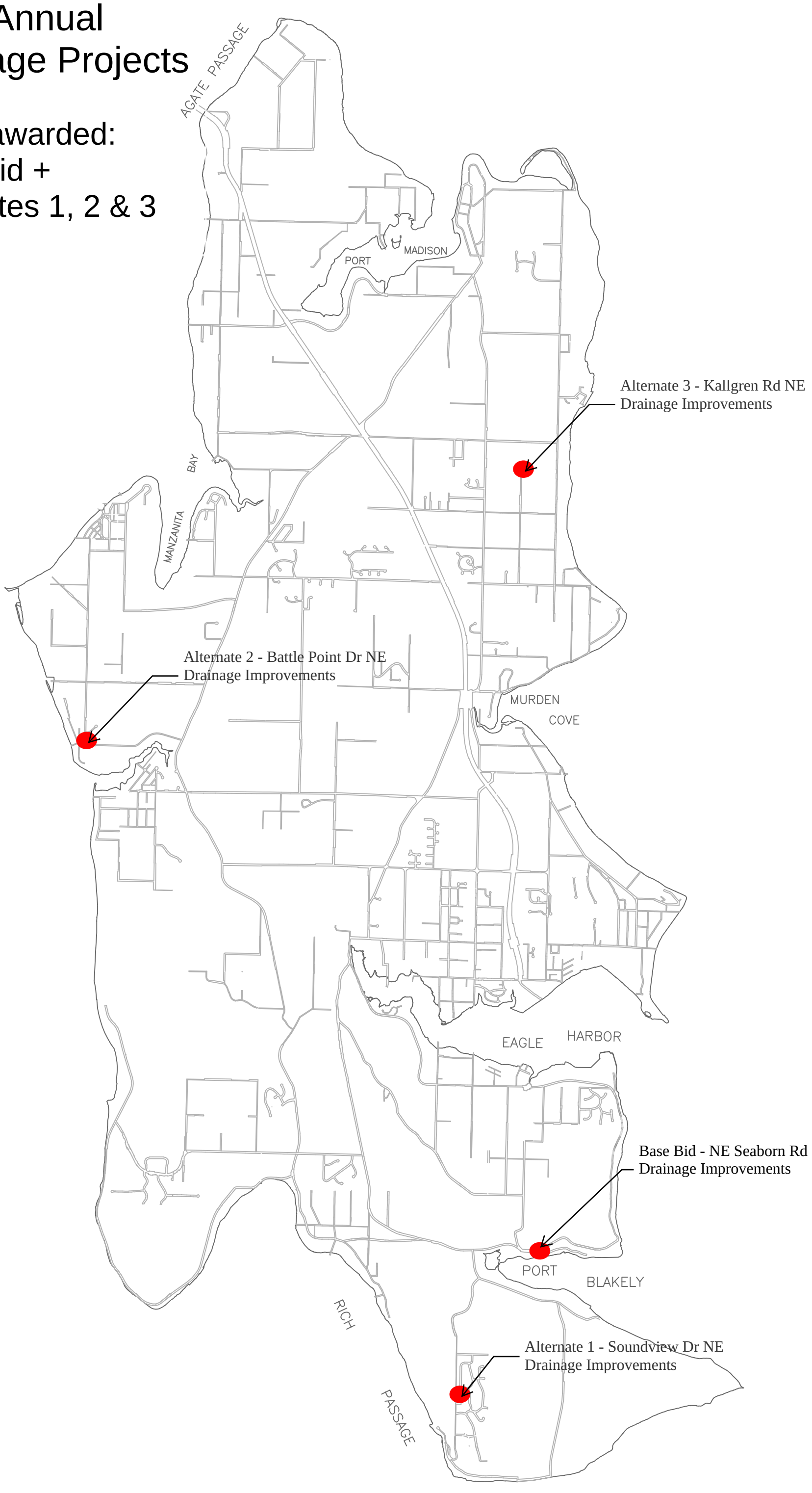
2021 Annual Drainage Project
Bid Opening Date: November 29, 2021

Note: Bids Are Opened in Order Received. Bids Solicited by: ☐ Advertisement ☒ Small Works Roster The Engineer's Estimate is: $200k to $300k All Bids Include WA State Sales Tax	Contractor1 SETON CONSTRUCTION INC	Contractor2 N/A	Contractor3 N/A	Contractor4 N/A
Signature Page	✓			
Addendum Acknowledged (1 & 2)	✓			
Proposal - *Items of Work & Materials, Estimated Quantities, Units of Measurement.*	✓			
Statement of Bidders Qualifications	✓			
Non-Collusion Declaration	✓			
Preference 1: Total Base Bid plus Alternate 1 + Alternate 2 + Alternate 3 + Alternate 4	$314,002.00			
Preference 2: Total Base Bid plus Alternate 1 + Alternate 2 + Alternate 3	$268,655.00			
Preference 3: Total Base Bid plus Alternate 1 + Alternate 2	$235,325.00			
Preference 4: Total Base Bid plus Alternate 1	$177,374.75			
Preference 5: Total Base Bid plus Alternate 2	$189,211.75			
Preference 6: Total Base Bid Only	$131,261.50			

A total of one (1) bid was received for the 2021 Annual Drainage project. Project Manager Emily Cady has reviewed the bid and recommends that the City Council award the contract to the apparent low bidder, Seton Construction, Inc. in the Base Bid plus Alternate 1 + Alternate 2 + Alternate 3 in the combined amount of $268,655.00.

2021 Annual Drainage Projects

To be awarded:
Base Bid +
Alternates 1, 2 & 3



City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Third Contract Amendment to the Agreement for the Provision of Juvenile Detention Facilities - Police,

SUMMARY: The City of Bainbridge Island wishes to renew an existing agreement with Kitsap County to use their facility as the place of confinement for juvenile offenders lawfully committed to the City's custody.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION: Authorize the City Manager to execute the Third Contract Amendment to the Agreement for the Provision of Juvenile Detention Facilities with Kitsap County.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND: Kitsap County is authorized by law to operate a Juvenile Detention Facility for juvenile offenders. The City of Bainbridge Island does not have or operate such a facility and wishes to renew the existing agreement with the County as its agent for this purpose. If approved, this amendment would extend the existing agreement through December 31, 2022.

ATTACHMENTS:

2019 Juvenile Detention Facilities ILA.pdf

2022 Third Amendment Juvenile Detention Facilities.docx

FISCAL DETAILS: In 2021, 100K was budgeted for the incarceration of prisoners (adult and juvenile) and about 21K has been expended through October. In 2022, 115K is budgeted for this expense.

Fund Name(s): General Fund

Coding: 51011236/551000

SUPERIOR COURT OF KITSAP COUNTY
JUVENILE AND FAMILY COURT SERVICES
1338 SW Old Clifton Rd
Port Orchard, WA 98367-9113
Phone: (360) 337-5401 | Fax: (360) 337-5402

March 8, 2019

Barbara Burns
Administrative Supervisor
Bainbridge Island Police Department
625 Winslow Way East
Bainbridge Island, WA 98110

RE: Contract No. KC-076-19

Dear Barbara,

Enclosed is a fully executed contract between the City of Bainbridge Island and Kitsap County for secure detention bed space at the Kitsap County Juvenile Detention Facility. If you have questions or concerns, I can be reached at (360) 337-5470. You may also contact me by email at pattybronson@co.kitsap.wa.us.

Sincerely,

Patty

Patty Bronson
Court Services Manager

2019-039
SCANNED

AGREEMENT FOR PROVISION OF JUVENILE DETENTION FACILITIES BETWEEN KITSAP COUNTY AND THE CITY OF BAINBRIDGE ISLAND

This AGREEMENT FOR THE PROVISION OF JUVENILE DETENTION FACILITIES ("Agreement") is entered into by and between Kitsap County ("County"), a political subdivision of Washington State, and the City of Bainbridge Island, a municipal corporation of Washington State ("City").

RECITALS

WHEREAS, the County is authorized by law to operate the Kitsap County Juvenile Detention Facility ("Detention Facility") to confine juvenile offenders;

WHEREAS, the City does not possess sufficient facilities to confine juvenile offenders;

WHEREAS, the County has space available in its Detention Facility and is amenable to making such space available to confine the City's juvenile offenders, pursuant to the lawful authority of the City, for a rate of compensation as mutually agreed to by the parties; and

WHEREAS, the County and the City have determined that it would be mutually beneficial to the parties to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the parties agree as follows:

SECTION 1 DEFINITIONS

1.1 "Admitted" or "Admission" of the Juvenile by Kitsap County will occur when the Detention Facility staff has advised City's Representative that the Juvenile presented to the Detention Facility for confinement has been accepted for admission by the Detention Facility, the booking process completed, and Kitsap County has taken physical control of the Juvenile.

1.2 "Additional Health Care Services" means any medical, mental health, dental or other form of health care and/or treatment provided to a Juvenile not routinely provided by Kitsap County's in-house health care provider in the Detention Facility, regardless of where such services are provided including, without limitation, emergency medical services, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral.

1.3 "Bed-Day" means any consecutive period of time exceeding 12 hours during which a Juvenile is in the custody of the Kitsap County Juvenile Department Detention Facility, which includes booking.

1.4 "Booking" means the process in which the Juvenile's personal data is recorded, the City's Representative confirms the Juvenile's identity and the lawful basis for

confinement, and any other screening process routinely required by the Detention Facility prior to Admission.

1.5 "City Representative" means an authorized member of the City of Bainbridge Island Police Department or other authorized representative of the City.

1.6 "Detention Facility" means Kitsap County Juvenile Department Detention Facility.

1.7 "Detention Manager" means the Manager of the Kitsap County Juvenile Detention Facility or his/her designee.

1.8 "Gravely Disabled" means a person who, as a result of a mental disorder, is in danger of serious physical harm resulting from a failure to provide for his/her essential human needs of health or safety; or manifests severe deterioration in routine functioning evidenced by repeated and escalating loss of cognitive or volitional control over his/her actions and is not receiving such care as is essential for his/her health or safety.

1.9 "Juvenile" means a youth under the chronological age of eighteen years of age arrested on a Bainbridge Island warrant or by the City's law enforcement officers for violation of a law for which confinement of a juvenile is lawful.

1.10 "Partial Bed-Day" means any consecutive period of time of 12 hours or less during which a Juvenile is in the custody of the Kitsap County Juvenile Detention Facility, which includes Booking.

SECTION 2 SERVICES

2.1 This Agreement is limited to the detention of juveniles for offenses which are within the jurisdiction of, and charged within, the Bainbridge Island Municipal Court under RCW 13.040.030(1)(e)(iii).

2.2 The County agrees to accept Juveniles for confinement in the Detention Facility and the City agrees to compensate the County for such services as provided in this Agreement.

2.3 The County will provide the Juveniles confined in the Detention Facility with access to the same education, medical, dental, and other services provided to other juveniles confined in the Detention Facility as required by law and County policy and procedures.

2.4 Juvenile Compliance. All Juveniles confined in the Detention Facility shall be subject to and expected to comply with all Detention Facility rules, including those related to discipline, emergency, safety and security rules.

2.5 Juveniles Exceeding 18 years. Upon the prior written request from the City, the County may continue to confine the City's Juveniles in the Detention Facility beyond the age of 18 years, but in no event older than 21 years of age.

2.6 Right of Refusal. The County at all times and for all purposes under this Agreement

retains the absolute right in its sole discretion to reject, limit, or revoke the acceptance of any or all Juvenile(s), or any other person, for confinement in the Detention Facility at any time and for any reason whatsoever.

2.7 Non-Detention Services. Court services, probation services, or the like, shall continue to be the sole responsibility of the City and are not subject to this Agreement.

SECTION 3 TERM

This Agreement shall commence on the date last signed by both parties ("Effective Date") and terminate on December 31, 2019, unless terminated or extended. This Agreement may be extended for additional consecutive one (1) year periods at the mutual written agreement of the parties, not to exceed a total of Five (5) years. Neither party has an obligation to extend this Agreement.

SECTION 4 TERMINATION

This Agreement may be terminated by either party, at the mutual convenience of the party, upon 60 days' prior written notice to the Contract Representative of the other party. The notice shall set forth the reasons for the termination and identify the specific plan for accommodating the removal of the Juveniles affected by the termination. In the event of termination, the City shall at its own expense, transport the Juveniles from the Detention Facility on or before the effective date of the termination.

SECTION 5 COMPENSATION AND BILLING

5.1 Bed-Day Rate/Housing. The City shall pay the County a basic fee of One Hundred Twenty-Five Dollars ($125.00) per bed-day for every Juvenile confined in the Detention Facility

5.2 Partial Bed-Day Rate. The City shall pay the County a partial bed-day fee of $62.50 per partial bed-day for every Juvenile confined in the Detention Facility.

5.3 Method of Billing. County will invoice the City monthly for amounts due the County under this Agreement for services provided in the previous month. Such fees shall be due and payable by the City within thirty (30) days from the billing date. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the City shall be responsible for the payment of all collection costs, including reasonable attorney fees, associated with the collection of late payments.

5.4 Annual Increase. The bed-day and partial bed-day rate shall be increased annually by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area as is specified by the Bureau of Labor Statistics, United States Department of Labor for the prior 12-month period ending in December; provided, however, the increase shall not be more than six percent (6%) of the amount for the prior year.

5.5 Other Costs. The City shall promptly pay all other costs, including those for

Additional Health Care Services to the County or third parties as provided herein.

SECTION 6 PRESENTATION AND ADMISSION

6.1 Prior Verification. *Prior* to presenting a Juvenile for confinement, the City's Representative shall contact the Detention Facility and obtain verification from the Detention Manager that the Detention Facility may Admit the Juvenile for confinement and ensure the order authorizing confinement contains a provision authorizing the Detention Manager to provide emergency medical treatment to the Juvenile. Prior verification does not guarantee Admission by the Detention Facility.

6.2 Presentation. When presenting a Juvenile to the County for confinement, the City Representative shall remain at the Detention Facility with the Juvenile and comply with all requirements of this Section and all Detention Facility procedures and rules until the Juvenile has been admitted.

6.3 Prohibitions

A. Any Juvenile who is unconscious, under the influence of alcohol and/or drugs (as determined by Kitsap County), or Gravely Disabled may not be Admitted into the Detention Facility.

B. Any Juvenile with significant injuries, or who reports that he/she is currently experiencing significant medical or mental health issues, may be Admitted in the Detention Facility only when the Juvenile has been medically cleared for confined Detention by a medical doctor, nurse practitioner, or other equivalent medical personnel, and approved by Kitsap County.

6.4 Certification. The City is at all times solely responsible for determining that all Juveniles presented by City Representatives to the County for confinement are lawfully detained and confined, and certifies the same by the act of presenting the Juvenile for confinement to the Detention Facility. The City shall defend, indemnify and hold the County harmless as provided herein for any claim or action resulting from the detention of a Juvenile wrongfully presented by the City, or its representative, to the County for confinement.

6.5 Intake Assessment. When presenting a Juvenile to the Detention Facility for confinement, the City's Representative shall provide the Detention Facility staff with the following:

A. Duration/Conditions – provide copies of all records in the possession pertaining to the Juvenile's confinement, which includes without limitation, all relevant court orders which identify the duration and other terms of confinement.

B. Emergency Medical Treatment - ensure the order of confinement contains authorization for Director of Kitsap County Juvenile Detention Facility to provide the Juvenile emergency medical treatment.

C. Intake Assessment – provide all information requested on the Detention Facility Intake Assessment attached hereto as **Exhibit A.**

D. Parental Consent (Medical Treatment) – provide a signed copy of the Parental Consent for Medical Treatment and a copy of any medical insurance coverage information for the Juvenile in the event the Juvenile requires medical treatment while in the Detention Facility. See **Exhibit B - Parental Consent for Medical Treatment.** The City is and remains responsible for obtaining all consents and providing medical insurance coverage information.

E. Medical/Mental Health Status – provide a copy of the Juvenile's medical records in the City's possession and advise the Detention Facility staff of all information known about a Juvenile's medical and mental health status (current and historical), including the Juvenile's psycho-sexual history.

F. Drugs/Alcohol - inform the Detention Facility staff of all information known about the Juvenile's alcohol and drug usage (current and historical).

G. ADA Accommodations - inform the Detention Facility staff of any known accommodation needs of the Juvenile consistent with the requirements of the Americans with Disabilities Act.

H. Other Information - provide all relevant information available regarding the Juvenile and such other information/documentation routinely required by the Detention Facility.

6.6 Admission. The City Representative transporting the Juvenile to the Detention Facility shall remain at the Detention Facility with the Juvenile until advised by the Detention Facility staff that the preliminary portion of the booking procedure has been completed and the Juvenile has been admitted into the Detention Facility.

6.7 Personal Property. Upon Admission of the Juvenile for confinement, County agrees to accept and store the Juvenile's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require approval from County. Any personal property not removed from the Detention Facility by the Juvenile upon the Juvenile's release from the Detention Facility will be deemed to be abandoned and automatically become the property of the County without the requirement of further court action.

6.8 Notice. The County will use reasonable efforts to advise the City if a Juvenile is being detained by another law enforcement agency on a warrant issued by the City.

SECTION 7 LEGAL REPRESENTATION- JUVENILE

The City shall be responsible for responding to requests for legal assistance or legal representation made by the Juvenile confined in the Detention Facility. The County will notify the City of any requests for legal assistance or legal representation made by a Juvenile to a County detention officer.

SECTION 8 TRANSFER AND RELEASE

8.1 Release. The Juvenile may be released from confinement from the Detention Facility as provided below.

A. Request by City. The Juvenile may be released to the City's Representative upon written direction or verified verbal direction from the City's Representative.

B. Court Order/Bail. The Juvenile may be released by valid court order or posting of bail.

C. Treatment. The Juvenile may be released due to medical, mental health, dental treatment or any other health care services not available within the Detention Facility.

D. Emergency/Catastrophe. The Juvenile may be released in the event of any emergency or catastrophic condition occurring that poses a reasonably imminent danger to the safety of the Juvenile or County personnel. The decision to release or remove persons from the Detention Facility will be at the sole discretion of the County. In such cases, the County will provide the City reasonable notice of the removal and shall exercise reasonable care for the safekeeping and custody of the Juvenile(s) so removed.

8.2 Resumption of Custody. The City shall be deemed to have resumed custody of the Juvenile upon the County's presentation of the Juvenile to the City, or upon the City's Representative taking physical control of the Juvenile.

SECTION 9 TRANSPORTATION AND SECURITY

9.1 Transportation. Unless otherwise agreed, the City shall be responsible for all transportation of Juveniles, which includes the delivery and pickup of the Juvenile(s) for all purposes under this Agreement.

9.2 Release. A City Representative shall be promptly available to pick up the Juvenile when released from the Detention Facility, regardless of the basis of the release. Promptly available means immediately available, and in no event longer than four (4) hours after the City receives notice from the County of the Juvenile's release. Notice for this purpose may be a written or oral notice from the Detention Facility to the City.

9.3 Reimbursement – Transportation/Security. In the event that the County provides the transportation, regardless of the reason, the City shall be required to reimburse the County for all costs of transportation and associated security incurred by the County to secure emergent medical evaluations, emergency treatment and to support the reasonable necessary operational needs of the Detention Facility. The cost for transportation and custodial security time performed by County staff shall be the Internal Revenue Service mileage rate in effect at the time of the service performed and the current cost to provide a detention officer (currently $40.14 per officer per hour).

SECTION 10 HEATH CARE

10.1 Services Provided. Upon County's Admission of the Juvenile, the County will provide the Juvenile at no additional charge the routine medical services that are readily available to other detainees from the County's in-house third-party health care provider for which the health care provider does not render a separate billing for providing such service to a detainee. Services for which a separate billing is provided are considered Additional Health Care Services.

10.2 Reimbursement. The City shall reimburse County for its proportion of all Additional Health Care Services and associated costs and expenses in providing such services to a Juvenile. Reimbursement shall be paid directly to the County or third parties, as directed by the County.

10.3 Hospitalization. In the event a Juvenile is hospitalized, the County will advise the City. The City's Representative will advise the County accordingly if the City will be providing the security or requests the County to do so. If the City is to provide the custodial security, the Juvenile shall be released to the custody of the City. If the County agrees to provide the custodial security for the Juvenile, the City shall be responsible for reimbursing the County for all costs associated with the transportation and custodial security, as provided in Section 9.

10.4 Emergency/Non-emergent Care (outside) Facility – Notification. The County will use reasonable efforts to notify the City within four (4) business hours of transport (Monday-Friday, 9am – 5pm) of emergent care for a Juvenile outside the Detention Facility. For non-emergent care outside of the facility, the County will use reasonable efforts to notify the City before noon on the next business day after the transport occurs. Lack of notice will not relieve the City of its reimbursement obligations to Kitsap County.

10.5 No Waiver of Right to Seek Reimbursement. Nothing in this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Department of Social and Health Services, or from the detainee, his or her parent/guardian, or any other responsible third-party.

SECTION 11 INSURANCE AND INDEMNIFICATION

11.1 Insurance. The County and City shall maintain, throughout the term of this Agreement, insurance adequate to protect both parties against claims that may arise as a result of the performance of this Agreement. Such insurance shall be placed with responsible insurers, self-insured, or carried through participation in an insurance pool at levels of coverage adequate to protect the County and the City against loss, and as ordinarily carried by municipalities engaged in similar operations. Upon request of the other party, the County and City shall provide evidence of liability coverage.

11.2 Indemnification. The City agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense whatsoever, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from: i) the City's performance under this Agreement or as a

consequence of any wrongful or negligent acts or omission of the City, its appointed and elected officials, employees and agents; ii) the wrongful detention of a Juvenile as a result of the City's actions or failure to act; and/or iii) failure or refusal to timely release a Juvenile as a result of the City's actions or failure to act.

11.3 To the extent the claim, damages, losses and expenses are cause by intentional acts of or by the concurrent negligence of Kitsap County, its officers, agents, or employees, the City's indemnification obligation hereunder shall be limited to the City's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

11.4 Kitsap County agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from: i) Kitsap County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of Kitsap County, its appointed and elected officials, employees and agents; ii) wrongful detention of a Juvenile as a result of Kitsap County's actions or failure to act; and/or iii) Kitsap County's failure or refusal to timely release a Juvenile.

11.5 To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the City, its officers, agents, or employees, Kitsap County's indemnification obligation hereunder shall be limited to Kitsap County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

11.6 Solely for the purposes of this indemnification provision, the City expressly waives any immunity derived from Title 51 (Industrial Insurance) of the Revised Code of Washington or the City's equivalent thereof, and acknowledges that this waiver was mutually agreed upon by the parties.

11.8 Obligations/Notice of Claim. County will provide the City notice of the assertion of liability by a third party that may give rise to a Claim by County against the City based on the indemnity contained herein. City shall promptly advise County in writing, which shall in no event exceed 14 calendar days from the notice date, whether City accepts or denies tender of the claim. City shall reimburse County for all fees and costs of defense whether incurred before or after the notice of claim. City shall keep County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but not the obligation, to participate in the defense and such participation shall not constitute a waiver of City's indemnity and defense obligations under the Contract.

SECTION 12 GOVERNING LAW

Governing Law/Venue. The Agreement, and the Juvenile(s) confined under this Agreement, shall be made under, construed in accordance with, and governed by the laws of the State of Washington, without regard to conflicts of law or choice of law provisions. Any action arising out of, related to or in connection with this Agreement shall be instituted and

maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

SECTION 13 CONTRACT REPRESENTATIVES

Unless otherwise provided herein, any required notice will be in writing and deemed given and received either on the date personally served to the other party's Contract Representative or on the third day after the date of the postmark of deposit by registered or certified first class U.S. mail, postage prepaid and properly addressed to the Contract Representative as follows:

County: Michael S. Merringer
Director
Kitsap County Juvenile and Family Court Services
Kitsap County Juvenile Service Center
1338 SW Old Clifton Road
Port Orchard, WA 98367

City: Matthew Hamner
Chief of Police
Bainbridge Island Police Department
280 Madison Avenue North
Bainbridge Island, WA 98110

SECTION 14 NON-DISCRIMINATION

The parties in the performance of this Agreement shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

SECTION 15 INDEPENDENT CONTRACTOR

For all purposes, each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, or subcontractor of one party shall not be deemed or construed to be the employee, agent or subcontractor of the other for any purpose whatsoever including responsibility for any federal or state tax, industrial insurance or social security liability.

SECTION 16 ACCESS AND RECORDS

16.1 Access - Detention Facility. The City shall have the right to inspect, at mutually agreeable times, the Detention Facility in order to confirm the County maintains standards acceptable to the City and that its detainees are treated appropriately. The County agrees to manage, maintain and operate its Detention Facility consistent with applicable federal, state and local laws.

16.2 Access to Juveniles. City law enforcement shall have the right to interview Juveniles at any reasonable time within the Detention Facility and the option to use the Detention Facility interview rooms.

16.3 Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each Juvenile consistent with the record keeping by the County for all other detainees. The County will keep records of all medical, mental health or dental services it provides to a Juvenile as required by law. The County agrees to share all information, including insurance information, regarding a Juvenile with the City as authorized by law.

SECTION 17 GENERAL PROVISIONS

17.1 Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party including acts of God, terrorism and other acts of public enemy, war, epidemics or quarantine restrictions.

17.2 No Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

17.3 Priority. The Detention Facility policies and rules shall apply for all purposes, unless they conflict with the terms and conditions of this Agreement. In the event of conflict, this Agreement will control.

17.4 Modification. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by both parties.

17.5 Assignment/Delegation. Neither party may assign or delegate its rights, nor its responsibilities under this Agreement to a third party, without the prior written consent of the other party. Any purported assignment or delegation in violation of the subsection is void.

17.6 Severability. The provisions of this Agreement are severable. Any term or condition of the Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

17.7 Third Party Beneficiary. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the County and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and the City, and not for the benefit of any other party.

17.8 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

17.9 Entire Agreement. The parties acknowledge that this Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded.

17.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17.11 Counterparts. This Agreement may be executed by the parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart.

17.12 Survival. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive such as references to compensation and indemnification. Those provisions include, but are not limited to, Sections 5 (Compensation and Billing); 6 (Presentation and Admission); 9 (Transportation and Security); 10 (Health Care); 11 (Insurance and Indemnification); 12 (Governing Law); 15 (Independent Contractor) and 17 (General Provisions).

17.13 Authorization. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

Approved and executed this 25 day of January 2019

CITY OF BAINBRIDGE ISLAND

Morgan Smith, City Manager

Approved and executed this 25 day of February 2019

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ATTEST:

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

Dana Daniels
Clerk of the Board

EXHIBIT A

DETENTION FACILITY INTAKE ASSESSMENT

HEALTH SERVICES INTAKE SCREENING FORM

Date: Time:

Juvenile Name:				Age:
Legal Guardian:			Phone:	
Address:				
DOB:	Sex:	POB:	Ethnicity:	JCS #:
Hgt:	Wgt:	Hair:	Eyes:	

Examiner's Observations

		Yes	No
1.	Unconscious	Yes	No
2.	Visible signs of trauma or illness requiring emergency medical care Describe:	Yes	No
3.	Obvious fever, swollen glands, jaundice or evidence of infection. Describe:	Yes	No
4.	Evidence of cough, coughing up blood, weight loss or night sweats. Describe:	Yes	No
5.	Poor skin condition, rash, vermin or needle marks. Describe:	Yes	No
6.	Under the influence of alcohol, or other mind-altering drugs, including inhalants (within the past 6 hours). Describe:	Yes	No
7.	Visible signs of ETOH or drug withdrawal, i.e. extreme perspiration, pinpoint pupils, shakes, nausea, vomiting or cramping. Describe:	Yes	No
8.	Behavior suggesting suicide or assault, i.e. withdrawn, suicidal thoughts, or aggressive behavior. Describe:	Yes	No
9.	Carrying medication or reporting being on medication: With you: Y☐ N☐ List:	Yes	No
10.	Visible signs of physical deformity. (Scars/Marks/Tattoos:) Describe:	Yes	No
11.	Allergies Describe:	Yes	No
12.	Have you had a recent head injury? Describe:	Yes	No
13.	Under the care of a Physician? With who: For what:	Yes	No
14.	Females: Are you currently pregnant? Date of last Menstrual Cycle: Method of birth Control:	Yes	No
15.	Temperature:		

Screening Officer:_____ DO#_____

EXHIBIT B

PARENTAL CONSENT FOR MEDICAL TREATMENT

KITSAP COUNTY JUVENILE DETENTION CENTER
HEALTH SERVICES
Parental Consent for Medical Treatment

I, _____, parent/legal guardian of _____, a detainee at the Kitsap County Juvenile Detention facility (KCJDF), do hereby give my consent for the routine and/or emergency medical or dental care and/or immunizations, as deemed necessary by the Health Services staff or the Detention Specialist staff.

-In the event my child develops a medical or dental problem beyond the capabilities of the KCJDF Health Services, I authorize the medical or dental facility, the medical or dental provider to which my child is referred, to evaluate and treat as indicated.

-I further authorize the medical or dental facility; the medical or dental provider to release such information as may be needed for the completion of hospital claims, to any insurer or to the KCJDF and Health Services for the determination of follow-up treatment.

-I also agree to be financially responsible for any and all medical and dental care, including prescriptions that may be necessary for my child.

-I further authorize the KCJDF staff, under the direction of the Health Services staff; to administer any approved prescription or over-the-counter medications, to my child pursuant to the prescribed medical indications and directions on the container. All approved medications given my child shall be appropriately recorded.

-Emergency medical care will be provided at Kaiser Permanente in Port Orchard, at CHI Franciscan Health Urgent Care Clinic, Port Orchard, the Emergency Room, Harrison Medical Center, Bremerton, or the Emergency Room, Naval Hospital, Bremerton, (dependent upon acuteness, urgency and eligibility for care), unless otherwise specified.

Our family physician is (Name) _____ (Phone#) _____ and, if possible, should be notified in order to provide emergency and continuing medical care for my child.

This authorization is valid from this date of this authorization until the minor has completed all detention time under this Cause Number as ordered by the Court, or until the minor has reached the age of consent.

Medical Insurance		Contract Number		Group Number	

(If possible, please attach a photocopy of the coupon or insurance card.)

_____ _____
Parent / Guardian / Other Date Time

_____ DO# _____ _____
Detention Officer/Probation Officer Date Time

VERBAL Consent

Verbal consent given by _____, parent or legal guardian of named juvenile For the medical or dental care listed above by telephone conference with the Detention Intake Officer.

(Two Detention Officers' signatures are required when receiving verbal medical consent)

Detention Officer #1 _____ **DO#**_____ **Date:**_____ **Time:**_____

Detention Officer #2 _____ **DO#**_____ **Date:**_____ **Time:**_____

Comments:_____

***Notify parents: HIPPA rights notification is "on-line" on the Juvenile Department's webpage or they may request a printed copy.**

Are there any medical problems your child is being treated for? Yes No
If yes, describe; _____
Is your child taking any medication? Yes No
If yes, describe; _____
Is there any important information we should know about your child? Yes No
If yes, describe; _____
Does your child have any food/drug allergies or require any special needs while in detention?
If yes, describe; _____

Have visitation times and procedure been explained? Yes No
Has court time and/or probable cause weekend procedure been explained? Yes No

Is the child in special education or does the child have an IEP (Individual Education Plan) at school? Yes No
Does the child receive SSI (Supplemental Security Income)? Yes No
Does the Child have a DDD (Division of Developmental Disabilities) Case Manager? Yes No
Case Managers name:_____

KC-076-19-C

THIRD CONTRACT AMENDMENT

This Third Contract Amendment is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington 98366, ("County") and City of Bainbridge Island having its principal offices at 280 Madison Avenue North, Bainbridge Island, Washington 98110, "City".

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-076-19, executed on February 25, 2019, and amended December 9, 2019, and amended January 11, 2021 shall be amended as follows:

1. Term: The contract term shall extend to terminate on December 31, 2022

If this Contract Amendment extends the expiration date of the Contract, then the City shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.

Except as expressly provided in this Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

DATED this day of_____, 2021

CITY OF BAINBRIDGE ISLAND

_____

BLAIR KING, City Manager

DATED this day of_____, 2021

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

_____

ROBERT GELDER, Chair

_____

EDWARD E. WOLFE, Commissioner

_____

CHARLOTTE GARRIDO, Commissioner

ATTEST:

_____

Dana Daniels, Clerk of the Board

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize a Professional Services Agreement with Toole Design for the Madison Avenue Sidewalk Project, and Prepare a Related Budget Amendment ($130,000) - Public Works,

SUMMARY: Staff are requesting authorization from the City Council to enter into a professional services agreement with Toole Design to support the field survey and schematic design of the Madison Avenue Sidewalk Project.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Authorize the City Manager to enter into a Professional Services Agreement with Toole Design for the field survey and schematic design of the Madison Avenue Sidewalk Project, and prepare a related budget amendment ($130,000).

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	$130,000
Ongoing Cost:	N/A
One-Time Cost:	$130,000
Included in Current Budget?	No

BACKGROUND: On August 17, 2021 the City Council supported an expanded scope of the Madison Avenue Sidewalk project. The expanded scope would include the bundling of three priority projects (Madison Sidewalk, Village Basin Sewer Improvements, and Madison Reconstruction) that would be combined into a single project that could also include a separated bike facility on both sides of one or more segments of the Madison Avenue corridor between Winslow Way and SR305. Recent bicycle counts collected in September of 2022 (see attached) indicates that Madison Avenue is one of the most highly trafficked bike routes on the Island, which substantiates the need for safe, all-ages facilities along the corridor.

The advantage of combining and expanding the scope of these projects is that it would create cost efficiencies by overlapping utility and road replacements, minimizing public inconvenience, reducing the amount of cuts to the road surface, and mitigating limitations on staff resources by focusing on a series of improvements along one corridor in a single project. The estimated savings from bundling the projects could be as much as $500,000. Additionally, the separated bike lane element of the project would create an all-ages north-south

corridor through Winslow that could potentially connect downtown with the library, schools, parks, and other commercial establishments.

As part of this agenda item, staff are requesting authority to enter into a professional services agreement with Toole Design to support the schematic design of the project, including the remaining survey work. As part of this task, staff and the consultant will perform the remaining field survey work, refine the project design elements based on input from the City Council received on August 17th, and will also engage the public on the design. Staff will bring a final schematic design and cost estimate to the City Council for review and approval prior to engaging 100% design task. Additional budget for professional services will be required for the 100% design phase.

ATTACHMENTS:

Madison Contract 20211101.pdf

Bicycle Counts Map 2021.pdf

FISCAL DETAILS: The cost of this contract for field survey and schematic design is $116,388.66. Staff are requesting a budget amendment in the amount of $130,000.00, which would cover the cost of the contract and an approximately 10% contingency. Once approved this will be added to the first quarter 2022 budget adjustment scheduled for final approval in April of 2022.

When first presented to the City Council in August, the conceptual cost reflected a wide range of cost, nearly a million dollars. This process will begin to refine the estimated costs. The expected outcome will contain alternatives to help the Council and management manager cost and scope, with the goal of maintaining costs near the low side estimate.

Fund Name(s): Capital Construction Fund

Coding: CIP Project 01088

Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Toole Design Group, LLC	
Address 8484 Georgia Ave, Ste 800, Silver Spring, MD 20910	Federal Aid Number
UBI Number 602611046	Federal TIN 050545429
Execution Date	Completion Date 12/31/23
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title Madison Avenue Sidewalks	
Description of Work As shown on attached Exhibit A. Services include the completion of a schematic design for the preferred corridor improvements, and a final design package (plans, specifications, and estimates). The schematic design and supporting tasks are included in the current fee, while the final design package elements are left as placeholders.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: $116,388.66

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Bainbridge Island, WA, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Chris Wierzbicki, PE
Agency: City of Bainbridge Island
Address: 280 Madison Ave N
City: Bainbridge Is. State: WA Zip: 98110
Email: cwierzbicki@bainbridgewa.gov
Phone: 206.780.3718
Facsimile:

If to CONSULTANT:
Name: Emmy Klint-Gassner
Agency: Toole Design Group
Address: 8484 Georgia Ave, Suite 800
City: Silver Spring State: MD Zip: 20910
Email: contracts@tooledesign.com

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Chris Wierzbicki, PE

Agency: City of Bainbridge Island

Address: 280 Madison Ave N

City: Bainbridge Island State: WA Zip: 98110

Email: cwierzbicki@bainbridgewa.gov

Phone: 206.780.3718

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Project No.

Exhibit A

MADISON AVENUE FINAL DESIGN

SCOPE OF WORK

The Toole Design team (CONSULTANT) will perform the following scope of work as part of the City of Bainbridge Island's (CITY) Madison Avenue project (PROJECT).

Project Description

The PROJECT proposes to construct sidewalk, bicycle lanes, sewer force main, roadway rehabilitation, and intersection crossing improvements between Winslow Way and State Route 305, along with all associated utility and stormwater adjustments that may be required. The following scope of work is developed with placeholder tasks following the preliminary design; the exact scope and fee will be approved by a contract amendment once the preliminary design has been presented to the City Council and public, and the project elements are confirmed.

City of Bainbridge Island Responsibilities

1. For those task items to be performed by other CITY agencies and stakeholders, the CITY Project Manager will coordinate and secure the required agreements.
2. The CITY Project Manager will provide, or direct the CONSULTANT to, obtain background data and information as available and as requested by the CONSULTANT.
3. The CITY will maintain the lead role on the project, coordinating with private and governmental agencies with the assistance of the CONSULTANT.
4. The CITY will lead communication with the public regarding the project, including the development of content and maintenance for the project web page.
5. The CITY will obtain additional right of entry agreements for adjacent properties as requested by the CONSULTANT. The CONSULTANT will provide adequate notice of right of entry agreement needs.
6. The CITY will coordinate and establish all temporary easement agreements and supporting documentation; permanent easements are not anticipated to be required to support the design.
7. The CITY will compile all comments from reviewers and provide comments to the CONSULTANT on one marked up set of the submittal and/or one set of written comments on a comment response form (format provided by the CONSULTANT).
8. The CITY will compile the project specifications book, including providing all Division 1 specifications and up-front forms necessary to satisfy Federal Aid and WSDOT requirements. The CONSULTANT will compile Division 2-9 specifications, including special provisions specific to civil, landscape, and utility design; the Division 2-9 specifications will be stamped and signed by the CONSULTANT
9. The CITY will be responsible for all construction administration services, with assistance as requested by the CONSULTANT.
10. The CITY will coordinate with franchise utilities as needed to review plans.

City of Bainbridge Island-Furnished Services, Information, and Items

The CITY will make available or direct the CONSULTANT to the following project resources as needed to complete the construction documents:

- Public comments in reference to the project.
- Plans and project schedules for private development in the project area.
- Bainbridge Island Municipal Code, standard plans, and standard specifications.
- GIS information for the project area.
- Geotechnical investigation from adjacent private development in the project area.
- Access to existing record drawing information in the project and adjacent areas, as available.
- Motor vehicle traffic volumes and turning movement counts for the project area.
- Historic bid item unit costs from past projects within the CITY.

Assumptions and Responsibilities

The following assumptions have been made in developing this Scope of Work and Budget. Additional detail specific to individual tasks has been included in the task descriptions.

1. The level of effort is specified in the scope of work and the budgeted labor and expenses are indicated in Exhibit D and E. The budget may be transferred between discipline tasks at the discretion of the CITY Project Manager, provided the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level. Services not included in this scope of services are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in the scope of services. For the purposes of estimating the budget for this scope of work, the following is assumed by the CONSULTANT:
    a. Drafting standards will conform to CITY Engineering Standards as well as prior projects; where standards are not available, the CONSULTANT will use Toole Design CADD standards; plans will be prepared using 2021 AutoCAD Civil 3D
    b. Survey and right-of-way services are not required between Winslow Way and Wyatt Way.
    c. Traffic signal design is not included; rectangular rapid flashing beacons are included.
    d. Pedestrian and roadway lighting design is not included.
    e. Geotechnical services are not required; site walls are not anticipated.
    f. Wetland impacts are not anticipated; mitigation planting and associated permitting is not required.
    g. The CONSULTANT will aid in answering bidder questions and the preparation of any bid amendments.
    h. Construction administration services are identified as an optional task.
    i. The preparation of a SEPA checklist is not required; WSDOT will be the approving agency for the NEPA process.
2. For each submittal, the CONSULTANT will conduct a comment resolution meeting with the CITY Project Manager. The following submittal will include responses to comments with incorporation of the comments into the plans.

Task 1: Project Management

The task consists of project management and coordination meetings. This does not include internal CONSULTANT team meetings or site visits that are held internal to the CONSULTANT team and outside of the CITY; additionally, this does not include comment resolution meetings following milestone submittals (these are part of Task 4 and 5).

The CONSULTANT will attend and participate in a kickoff meeting with the CITY Project Manager and any necessary CITY staff. The goal of this meeting is to verify the design standards and guidance that may be applicable to the project scope.

The CONSULTANT will conduct biweekly coordination phone calls with the CITY Project Manager for the duration of the design project, which is expected to be 12 months. These phone calls are opportunities to check-in on the status of various project-related tasks. Phone calls are expected to last no more than 30 minutes, and may be cancelled when not necessary.

Meeting Summary

- Project Coordination kick-off meeting with CITY staff
- Weekly coordination phone calls with CITY Project Manager

Deliverables

- Monthly progress reports and invoices
- Project management plan and schedule maintenance

Task 2: Stakeholder and Community Outreach

The CONSULTANT will support stakeholder and community outreach efforts which will be led by the CITY. As a first step, the CONSULTANT will prepare a brief Stakeholder and Community Outreach Plan, with input from CITY. This plan will provide goals and strategies and outline roles and responsibilities for stakeholder and community outreach and events. It is anticipated that the focus of outreach and events will need to be tailored to the final project elements. The CONSULTANT anticipates supporting CITY staff with the following engagement events/strategies following the preliminary design:

1. Conduct a business owner survey
2. Conduct outreach events with the community
3. Create project specific graphics and explainer material
4. Coordinate with CITY staff
5. Present to the City Council

For the purposes of the preliminary design, the CONSULTANT will support CITY staff by attending public outreach events and meetings with the Sustainable Transportation Plan task force to present the design elements.

Assumptions

- The CITY will take the lead on scheduling meeting rooms/facilities and providing social media/event promotion material for events
- The CONSULTANT will not attend meetings with the City Council.
- The Deliverables identified in Task 5.2 will be used for stakeholder and community outreach, and additional graphics and work products are not necessary to support the current scope of work.

Deliverables

- Draft and final Stakeholder and Community Outreach Plan

Task 3: Survey and Right-of-way Services

The CONSULTANT will research all recorded surveys, right-of-way records and plat within the adjoining subject property; research easements across the subject property; and review the legal description.

The CONSULTANT will research the CITY & Kitsap County records to recover the monumentation controlling the site and establish a horizontal datum. The CONSULTANT will tie to at least two (2) local control monuments and reference them on the final drawings. These monuments will serve as the basis of horizontal coordinates using NAD 83/2011 horizontal control; vertical coordinates will use NAVD 88.

The CONSULTANT will recover and verify existing original monuments and include those locations on the survey. Survey limits will be approximately 3,300 linear feet along Madison Avenue between SR 305 on the north and High School Road on the south. The limits will extend 10 feet beyond the right-of-way and will extend 25 feet beyond the right-of-way at driveways. At intersections, the limits of survey will extend 100 feet beyond the point of tangency on the curb return.

Topographic survey will include ground elevations with contours at one-foot intervals and elevations expressed to the nearest one-hundredth of a foot (0.01') for all hard surfaces and one-tenth (0.1') for all soft surfaces. Spot elevations for all grade breaks at all curb ramps, driveways, and raised pedestrian crossings will be provided. Spot elevations at a maximum spacing of 35 feet along the curblines (flow line) and crown of the roadway will be provided. Spot elevations for each curb ramp at the midpoint, ramp edges, and ends of flares along the curbline.

The location of all visible surface improvements will be provided, including:

- Streets, driveways, sidewalk, and other pavements (including material type delineation)
- Pavement markings, signposts, and signs (including sign material and sign face legend)
- Structures (including buildings, fences, retaining walls, etc.)
- All trees in non-forested areas, regardless of size (including location, type, Diameter at Breast Height (DBH), and drip line)
- Forested area trees larger than six (6) inch measured at DBH (4.5 feet above ground) (including location, type, DBH, and drip line of forested area)
- Shrubs (including location and type), planting beds, landscaping, etc.
- Surface elements such as poles, pedestals, boxes, manholes, hydrants, valves, inlets, etc. (including service type such as sewer, drain, water, overhead wires, etc.)
- Depth, flow direction, and pipe inverts for all visible storm drains, culverts, sanitary sewers, and other gravity piping
- Location of any other underground utilities prepared by others (One-Call)

The CONSULTANT will prepare a 1"=20' AutoCAD Civil 3D 2020 file showing at one-foot contours. Property lines & right-of-way will be shown.

Assumptions

- One-Call will be used for underground utility locates; this service will be managed by the CONSULTANT.
- The CONSULTANT will only extend survey 100 feet beyond the point of tangency of the curb return at intersections; this can be extended in future amendments.
- The CITY will obtain right of entry for work occurring on private property.

- The CONSULTANT will have permission to conduct any minor "brushing" with machetes as necessary to move within the project limits safely.
- The CONSULTANT team will conduct a survey verifications field visit after the draft survey is complete

Deliverables

- Draft and final (stamped and sealed) topographic, utility, and site survey, including:
    - Electronic, AutoCAD 2020 compatible files
    - Electronic PDF of plans at 1"=20' scale
    - Model with the existing surface used to generate the contours
    - Survey control data summary and legend

Task 4: Permit and Environmental Review

The CONSULTANT will provide permitting support for the project; this is expected to consist of permits required by WSDOT to meet the requirements of the grant funding, local permits, and environmental documentation to comply with the National Environmental Policy Act (NEPA), and other state and federal regulations; some of the subtasks are placeholders which will be amended once the design elements are confirmed.

For WSDOT and local permits, the CITY will lead the permitting process, with support from the CONSULTANT.

Task 4.1: Environmental Study: Wetland and Stream Investigation

The CONSULTANT will conduct one site visit to delineate, and flag any wetland and stream boundaries that may encumber the project area between High School Road and SR 305. The largest buffer imposed by City of Bainbridge Island is 300-feet. During the site visit, the CONSULTANT will also verify lack of wetlands and streams south of High School Road. Wetland and stream determination methods will be consistent with the definition(s) and requirements of local, state, and federal agencies.

The CONSULTANT will prepare a field sketch that indicates the location(s) of delineation flags for use by surveyors (Task 3).

The CONSULTANT will classify identified features according to City of Bainbridge Island regulations. Wetlands in City of Bainbridge Island are currently classified according to the 2014 Western Washington Wetland Rating System (Ecology Publication 14-06-029).

The CONSULTANT will prepare a delineation report that summarizes findings and details applicable local, state, and federal implications of findings, including required buffer widths.

The CONSULTANT will prepare a wetland delineation map figure to accompany the report.

Assumptions

- No additional wetlands or streams are mapped to occur south of High School Road. If additional features are noted, an attempt will be made to delineate them within the proposed budget.
- Access permission for the study area, will be obtained by the CITY.
- CONSULTANT will complete 2014 Ecology Rating Forms and Figures for up to two wetlands.
- Deliverables will be provided as PDF files.

Deliverables

- Wetland/stream delineation sketch (PDF)
- Wetland/stream delineation report with map (PDF)

Task 4.2: Tree Inventory

The CONSULTANT will conduct an inventory of significant trees within the project area. Trees will be tagged with a 1-1/4" aluminum tag with a unique identification number on the trunk. Attribute information to be collected will include species, general tree health, diameter at breast height (DBH), canopy radius (i.e., drip line) and height. All trees will be visually assessed using current Level I ISA standards to evaluate current condition.

The CONSULTANT will prepare summarize the findings of the tree inventory efforts in a letter-style report.

Assumptions

- Level II or III ISA assessment of trees will not occur.

Deliverables

- Tree Inventory Report
- Tree Protection Plan

Task 4.3: NEPA Categorical Exclusion (Placeholder)

The CONSULTANT will prepare the necessary documentation to complete NEPA; the scope of work will be determined once the design elements are confirmed.

Task 4.4: Critical Area Impact Assessment and Mitigation Planning (Placeholder)

The CONSULTANT will prepare the necessary documentation for critical area impacts and mitigation planning options once the design elements are confirmed.

Task 5: Preliminary Design

Task 5.1: Basis of Design

The CONSULTANT will review relevant design guidance and standards and prepare documentation describing the expected basis of design for the project; this will, in part, be based on feedback received during the project coordination kickoff meeting (Task 1). The basis of design will describe expected design criteria to be confirmed by CITY staff. The following are items expected to be included in the basis of design:

- Utility location review and documentation
- ADA documentation
- Bus stop design documentation
- Separated bicycle lane design documentation
- Stormwater requirements documentation

Assumptions

- The CONSULTANT will perform field verification of the existing conditions during this task.

Deliverables

- Draft and final Basis of Design Documentation

Task 5.2: Schematic Design

Following Task 5.1, the CONSULTANT will prepare an illustrative schematic design of the entire project corridor (a roll plot) and supporting cross sections. The schematic design is expected to reflect preliminary engineering based on the topographic and utility survey of the corridor. The goal of the schematic design is to communicate the entire project scope to the City Council and public, as well as refine the estimate of probable construction cost.

The following design elements will be included in the schematic design:

- South Segment: Winslow Way to Wyatt Way
    - Separated or buffered bicycle lanes within the existing roadway (not moving curbs)
- Central Segment: Wyatt Way to High School Road
    - Sidewalk reconstruction on the east side of Madison Ave
    - Sidewalk modifications on the west side of Madison to meet accessibility requirements
    - Separated bicycle lanes
- North Segment: High School Road to State Route 305
    - Sewer Force main from High School Rd to New Brooklyn
    - Pavement rehabilitation of the existing roadway from High School Rd to New Brooklyn, including within the roundabout at High School Road
    - Bicycle lanes
    - Crossing improvements at Sakai Park and Sakai Village

Assumptions

- The project will minimize disturbance to the existing wetlands and streams; construction within wetland buffers is likely.
- The project will not trigger stormwater flow control or water quality requirements.
- The schematic design will depict expected tree impacts; the project will strive for minimal tree impacts.

Deliverables

- Illustrative, schematic design corridor roll plot and supporting cross sections
- Opinion of Probable Construction Cost

Task 6: Final Design (Placeholder)

The final design consists of work to create engineering plans, specifications, estimates, and supporting documents (i.e. stormwater reports) for the project elements that are confirmed following the preliminary design. The final design will have separate submittals at 30%, 60%, 90% and 100% design levels. The number of sheets that will be required to support the submittals will be determined once project elements are confirmed. The scope and fee will be approved by contract amendment.

Task 6.1: 30% Submittal (Placeholder)

Task 6.2: 60% Submittal (Placeholder)

Task 6.3: 90% Submittal (Placeholder)

Task 6.4: 100%/Bid Set Submittals (Placeholder)

Task 7: Advertisement and Bidding (Placeholder)

Support during advertisement and bidding consists of answering bidder questions and creating addendum to the plans and specifications that may be necessary. The level of effort for this task will be determined once project elements are confirmed. The scope and fee will be approved by contract amendment.

Task 8: Construction Phase Services (Placeholder):

Construction phase services consist of responding to Requests for Information (RFIs), construction material submittals, and creating any necessary design changes associated with these items. These services may also consist of attending meetings in the field with the contractor, performing final punchlist reviews of the constructed project elements, and creating as-built plans. The level of effort for this task will be determined once project elements are confirmed. The scope and fee will be approved by contract amendment.

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There is no mandatory DBE goal as there is no federal funding for the design phase of the project.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Bainbridge Island Datum Control, State Plane Coordinate System
Format: Basemap in AutoCAD Civil 3D 2020 software
Transmission: FTP, Email, Sharepoint

B. Roadway Design Files

Standard: City of Bainbridge Island, AASHTO, WSDOT Design Manual
Format: Basemap in AutoCAD Civil 3D 2020 software, Word, and Excel
Transmission: FTP, Email, Sharepoint

C. Computer Aided Drafting Files

Standard: Toole Design Group Drafting Standards, City of Bainbridge Island Title Block Format
Format: Basemap in AutoCAD Civil 3D 2020 software
Transmission: FTP, Email, Sharepoint

D. Specify the Agency's Right to Review Product with the Consultant

City will review and comment on all design submittals referenced in the Scope of Work - Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the Scope of Work - Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A, Scope of Work, for Agency furnished services and information.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets
Word documents
PDF files

III. Methods to Electronically Exchange Data

Email, FTP site

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

Electronic transfer via email or FTP site (i.e. Sharepoint)

Exhibit D
Prime Consultant Cost Computations

See attached.

Exhibit D

Consultant Fee Determination

Project Name: Madison Avenue Final Design
Project Number:
Consultant: Toole Design Group, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 174%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal in Charge	4	$ 72.17	$125.78	$22.08	$220.03	$880.13
Engineering Lead	6	$ 71.39	$124.42	$21.85	$217.65	$1,305.92
Senior Engineer	78	$ 56.71	$98.83	$17.35	$172.90	$13,486.00
Project Engineer		$ 54.15	$94.37	$16.57	$165.09	
Engineer III	32	$ 41.99	$73.18	$12.85	$128.02	$4,096.61
Engineer II	52	$ 36.31	$63.28	$11.11	$110.70	$5,756.50
Engineer	36	$ 33.76	$58.84	$10.33	$102.93	$3,705.39
Senior Landscape Architect	12	$ 48.06	$83.76	$14.71	$146.53	$1,758.30
Project Planner	10	$ 52.30	$91.15	$16.00	$159.45	$1,594.52
Total Hours	230				**Subtotal:**	$32,583.38

REIMBURSABLES

Mileage	$200
Rental Car	
Reproduction (copies, plots, etc.)	
Miscellanous	
Subtotal:	$200

SUBCONSULTANT COSTS (See Exhibit E)

BHC Consultants	$27,071
The Watershed Company	$12,388
Duane Hartman and Associates	$44,146
Subtotal:	$83,605

Total:	$116,388.66
Contingency:	
GRAND TOTAL:	$116,388.66

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 17, 2020

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Julie Albright:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 174.28% of direct labor (rate includes 0.11% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by MacConel & Dodd. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email **consultantrates@wsdot.wa.gov**.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Madison Avenue Final Design
City of Bainbridge Island
Toole Design Group Project No. 701XX
November 1, 2021
Hours and Budget Estimate

Work Element Description	Toole Design	BHC	DHA	Watershed	Hourly Subtotals	Fee Subtotals
	$ 32,583.60	$ 26,711.00	$ 40,523.42	$ 11,888.28		$ 111,706.30
Labor Hours Total	230	177	419	102	928	
Task 1 - Project Management						
Meetings	$ 6,484.42	$ 2,346.00	$ -	$ 823.74	58	$ 9,654.16
Invoices, schedule, management plan	$ 1,729.00	$ 1,350.00	$ -	$ -	19	$ 3,079.00
Task 1 Totals	*$ 8,213.42*	*$ 3,696.00*	*$ -*	*$ 2,207.34*	*85*	*$ 14,116.76*
Task 2 - Stakeholder and Community Engagement						
Stakeholder and Community Outreach Plan	$ 2,286.10	$ -	$ -	$ -	14	$ 2,286.10
Task 2 Totals	*$ 2,286.10*	*$ -*	*$ -*	*$ -*	*14*	*$ 2,286.10*
Task 3 - Survey and Right-of-way Services						
Survey and Right-of-way Services	$ 3,098.96	$ -	$ 40,523.42	$ -	439	$ 43,622.38
Task 3 Totals	*$ 3,098.96*	*$ -*	*$ 40,523.42*	*$ -*	*439*	*$ 43,622.38*
Task 4 - Permit and Environmental Review						
Environmental Study: Wetland and Stream Investigation	$ -	$ -	$ -	$ 6,098.00	56	$ 6,098.00
Tree Inventory	$ -	$ -	$ -	$ 3,582.94	32	$ 3,582.94
NEPA Cetegorical Exlusion (Placeholder)	$ -	$ -	$ -	$ -	0	$ -
Critical Areas Impact Assessment and Mitigation Planning (Placeholder)	$ -	$ -	$ -	$ -	0	$ -
Task 4 Totals	*$ -*	*$ -*	*$ -*	*$ 9,680.94*	*88*	*$ 9,680.94*
Task 5 - Preliminary Design and 30% Submittal						
5.1: Basis of Design						
Basis of Design Documentation	$ 3,843.24	$ 7,244.00	$ -	$ -	76	$ 11,087.24
5.2: Schematic Design						
Illustrative roll plot and cross sections	$ 11,300.60	$ 11,529.00	$ -	$ -	164	$ 22,829.60
Opinion of probable construction cost	$ 3,841.28	$ 4,242.00	$ -	$ -	62	$ 8,083.28
Task 5 Totals	*$ 18,985.12*	*$ 23,015.00*	*$ -*	*$ -*	*302*	*$ 42,000.12*
Task 6 - Final Design (Placeholder)						
Task 6 Totals	*$ -*	*$ -*	*$ -*	*$ -*	*0*	*$ -*
Task 7 - Advertisement and Bidding (Placeholder)						
Task 7 Totals	*$ -*	*$ -*	*$ -*	*$ -*	*0*	*$ -*
Subtotal (Hours)	230	177	419	102	928	
Subtotal (Fee)	$ 32,583.60	$ 26,711.00	$ 40,523.42	$ 11,888.28	**$ 111,706.30**	

Direct Expenses					
Travel and Per Diem	$ 200.00	$ 90.00	$ 3,622.00	$ 500.00	
Reproduction Expenses	$ -	$ 270.00	$ -	$ -	
Computer Expenses	$ -	$ -	$ -	$ -	
Communication	$ -	$ -	$ -	$ -	
Sampling and Testing	$ -	$ -	$ -	$ -	
Subconsultants	$ -	$ -	$ -	$ -	
Other	$ -	$ -	$ -	$ -	
Total	$ 200.00	$ 360.00	$ 3,622.00	$ 500.00	**$ 4,682.00**

Total	
	$ 116,388.30

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Exhibit E

Consultant Fee Determination

Project Name: Madison Avenue Final Design
Project Number:
Consultant: BHC Consultants

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Senior Engineer	23	$207.00	$4,761
Project Engineer	32	$195.00	$6,240
Staff Engineer	64	$111.00	$7,104
Principal Engineer	4	$285.00	$1,140
CAD Manager	10	$177.00	$1,770
CAD Drafter	33	$132.00	$4,356
Sr. Project Accountant	3	$140.00	$420
Project Administrator	8	$115.00	$920
Total Hours	177	**Subtotal:**	$26,711

REIMBURSABLES

Mileage		$90
Reproduction (copies, plots, etc.)		$270
Miscellanous		
	Subtotal:	$360

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	
Total:	$27,071
Contingency:	
GRAND TOTAL:	$27,071

BHC CONSULTANTS, LLC
Overhead Schedule
FYE December 31, 2020

Description	General Ledger	BHC Adj.	WSDOT Adj.	Ref.	Revised Amount	%
Total Direct Labor Base	**$4,078,888**				**$4,078,888**	
Fringe Benefits						
Payroll Taxes	$540,446				$540,446	13.25%
Bonus	$178,532				178,532	4.38%
Health & Dental Insurance	571,497				571,497	14.01%
Life/AD&D/STD/LTD Insurance	34,748				34,748	0.85%
Retirement	311,003				311,003	7.62%
Vacation, Holiday, Sick	670,052				670,052	16.43%
Misc. Payroll Expense (Section 125 Fees, ADP Fees)	12,055				12,055	0.30%
Total Fringe Benefits	$2,318,334	$0	$0		$2,318,334	56.84%
General Overhead						
Indirect Labor	$1,861,258	($18,533)		A	$1,842,725	45.18%
Legal & Accounting	$100,178	(43,975)		B	56,203	1.38%
Facilities	$736,439				736,439	18.05%
Communications	$50,066				50,066	1.23%
Professional Development	$53,592				53,592	1.31%
Personnel	$65,963	(1,653)		C	64,310	1.58%
Client Services Expense	$41,051	(34,049)		D	7,002	0.17%
Travel & Subsistence	$6,883	(192)		E	6,691	0.16%
Printing & Reproductions	$34,492				34,492	0.85%
Vehicle Expense	$5,169				5,169	0.13%
Office Supplies	$14,571	(449)			14,122	0.35%
Library	$2,734				2,734	0.07%
Computer & Software Expense	$313,102				313,102	7.68%
Bank Charges (Non-Interest)	$500				500	0.01%
Office Expense (Business Consulting Services)	$66,472				66,472	1.63%
Business Insurance	$103,869	(4,675)		F	99,194	2.43%
Business License and Taxes	$273,939				273,939	6.72%
Depreciation & Amortization	$97,026	(22,731)		G	74,295	1.82%
G&A Other (Misc.)	$71,313	(46,769)		H	24,544	0.60%
Facilities Capital Cost of Money		3,214		I	3,214	0.08%
Total General Overhead	$3,898,618	($169,812)	$0		$3,728,806	91.42%
Total Overhead Expenses	$6,216,951	($169,812)	$0		$6,047,139	148.25%
Overhead Rate	**152.42%**				**148.25%**	

BHC Consultants Adjustments:

A General Marketing/Public Relations (FAR 31.205-1)
5% of J. Davies/5% of K. Wheeler salary allocated to general marketing, trade shows, etc.

B Preparation of corporate tax return in excess of $250 (FAR 31.205-41)
Company tax return unallowable/Owner tax preparation and consulting unallowable.

C Alcoholic beverages (FAR 31.205-51), Gifts unallowable (FAR 31.205-13), Entertainment (FAR 31.205-14)
Alcohol, Gift Cards, Gifts, Floral Delivery, Cards

D Advertising/PROMO per 31.205-1, Sponsorships/Contributions (FAR 31.205-8), Entertainment (FAR 31.205-14), Gifts (FAR 31.205-13)

E Travel in excess of CONUS (FAR 31.205-46(a)(2)(i), Local meals unallowable (FAR 31.205-14 & WSDOT Accounting Manual M13-82, Ch. 10 - Travel - Local Meals)

F Keyman life insurance (FAR 31.205-19)

G Goodwill Amortization (FAR 31205-49)

H Bad Debts (FAR 31.205-3)

I Facility Capital Cost of Money at 1.63% (FAR 31.205-10)

Note: BHC Consultants, LLC Overhead Schedule has not been audited by a CPA firm or another agency

Exhibit E

Consultant Fee Determination

Project Name: Madison Avenue Final Design
Project Number:
Consultant: The Watershed Company

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 181%	Fee (Profit) 28%	Total Hourly Rate	Total
Senior Ecologist	15	$ 56.00	$101.55	$15.40	$173	$2,594
Landscape Architect	4	$ 37.00	$67.10	$10.18	$114	$457
Arborist/Ecologist	40	$ 34.50	$62.56	$9.49	$107	$4,262
Senior Planner	1	$ 54.00	$97.92	$14.85	$167	$167
Ecologist	38	$ 33.05	$59.93	$9.09	$102	$3,879
Planner	4	$ 42.86	$77.72	$11.79	$132	$529
Total Hours	102				**Subtotal:**	$11,888

REIMBURSABLES

Mileage	$500
Reproduction (copies, plots, etc.)	
Miscellanous	
Subtotal:	$500

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	
Total:	$12,388
Contingency:	
GRAND TOTAL:	$12,388

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 6, 2020

The Watershed Company
750 Sixth Street South
Kirkland, WA 98033

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Debra Klein:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 181.34% of direct labor (rate includes 0.03% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email **consultantrates@wsdot.wa.gov**.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

The Watershed Company
Indirect Cost Rate Schedule
For the Year Ended December 31, 2019

Description	Financial Statement Amount	Watershed Adjustment	Ref.	Accepted Amount	%
Direct Labor	$1,328,416	$45,455	A, C	$1,373,872	100.00%
Indirect Costs:					
Fringe Benefits					
PTO	$149,569			$149,569	10.89%
Holiday Pay	72,904			72,904	5.31%
Payroll Taxes	213,544	($9,828)	B	203,715	14.83%
Health Insurance	204,597			204,597	14.89%
Workers' Comp. Insurance & Paid Family Leave	20,946			20,946	1.52%
SEP Retirement Plan	63,571			63,571	4.63%
Disability Insurance	5,567			5,567	0.41%
Total Fringe Benefits	$730,698	($9,828)		$720,870	52.47%
General Overhead					
Indirect Labor	$380,024	($45,455)	A, C	$334,568	24.35%
Bid and Proposal Labor	172,892	(716)	L	172,176	12.53%
Non billable cost of services	2,060	(2,060)	D	0	0.00%
Performance and Shareholder bonuses	1,076,070	(382,433)	E	693,637.00	50.49%
Rent	195,000			195,000	14.19%
Maintenance & Repairs	293			293	0.02%
Automobile	11,109	(2,032)	F	9,076	0.66%
Travel	(305)			(305)	-0.02%
Meals	306			306	0.02%
Business Insurance	60,069	(1,767)	G	58,302	4.24%
postage	12,658			12,658	0.92%
Taxes & Licenses	130,853	(52,392)	H	78,461	5.71%
Depreciation & Amortization	19,702			19,702	1.43%
Employee training and professional development, dues, recruitment	35,290			35,290	2.57%
Direct Selling & Market Planning	239			239	0.02%
Marketing and business development expenses	13,612	(13,612)	I	0	0.00%
Office expenses	131,513			131,513	9.57%
Field expenses	7,236			7,236	0.53%
Professional Fees and Banking Fees	32,919	(24,627)	J	8,293	0.60%
Computer	13,618			13,618	0.99%
Charitable Contributions & Gifts	4,578	(4,578)	K	0	0.00%
Total General Overhead	$2,299,737	($529,673)		$1,770,064	128.84%
Total Indirect Costs & Overhead	$3,030,435	($539,502)		$2,490,934	181.31%
Indirect Cost Rate (Less FCCM)	228.12%			**181.31%**	
Facilities Capital Cost of Money		$473		$473	0.03%
	$3,030,435	($539,029)		**$2,491,407**	
Indirect Cost Rate (Includes FCCM)				**181.34%**	

The Watershed Company - In Process
"Indirect Cost Rate still subject to WSDOT Audit"

The Watershed Company
Indirect Cost Rate Schedule
For the Year Ended December 31, 2019

References

A Reclassification of direct labor costs per 48 CFR 31.202 ($22,187)

B Promotional labor share of payroll taxes per 48 CFR 31.201-6(a) and 31.001 ($9,828)

Unallowable Shareholder Bonus payroll	$	9,828
Unallowable Litigation payroll	$	-
	$	9,828

C Adjustment to reclassify Direct labor expenses included in indirect labor per 48 CFR 31.202 ($15,201)

Non-billable Salaries - Principal	$	1,784
Non-billable Salaries - Employee	$	21,484
	$	23,268

D Adjustment to reclassify direct non-labor expenses included in overhead per 48 CFR 31.202 ($2,060)

E Shareholder dividends unallowable per 48 CFR 31.205-6 (a)(6)(ii)(B) ($82,433)

F Marketing mileage unallowable 48CFR 31.205-1 and 31.202 ($2,032)

G Key Person Life insurance unallowable per 48 CRF 31.205-19 ($1,767)

H Federal income tax unallowable per 48 CFR 31.205-41 (b) ($52,392)

I Marketing and business development expenses unallowable 48 CFR 31.205.1 ($13,612)

J Banking fees for direct depostis of payroll included

Interest expense not allowable 48 CFR 31.205-20	$	24,627
Penalties & fines not allowable 48 CFR 31.205-15	$	-
Attorney litigation costs not allowable 48 CFR 31.205-47	$	-
	$	24,627

K Charitable contribtions and gifts not allowable 48 CFR 31.205-8 ($4,578)

L General Marketing and Business development unallowable per 48 CFR 31.205-1 (f) ($716)

Exhibit E

Consultant Fee Determination

Project Name: Madison Avenue Final Design
Project Number:
Consultant: Duane Hartman and Associates

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Project Surveyor	28	$133.63	$3,742
Field Tech I	130	$103.60	$13,468
Field Tech II	130	$79.20	$10,296
Office Tech 1 CAD	115	$99.40	$11,431
Admin. / Report	16	$99.20	$1,587
Total Hours	419	**Subtotal:**	$40,524

REIMBURSABLES

Mileage			$325
Reproduction (copies, plots, etc.)			
Travel			$525
Per diem			$2,772
		Subtotal:	$3,622

SUBCONSULTANT COSTS (See Exhibit E)

		Subtotal:	

Total:	$44,146
Contingency:	
GRAND TOTAL:	$44,146

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 27, 2021

Douglas Hartman, President/Project Manager
Duane Hartman & Associates, Inc.
16928 Woodinville-Redmond Road, #B107
Woodinville, WA 98072-9089

- Re: Duane Hartman & Associates, Inc.
  Safe Harbor Indirect Cost Rate

Dear Mr. Hartman:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Duane Hartman & Associates, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Duane Hartman & Associates. The Safe Harbor rate is effective on July 26, 2021.

Duane Hartman & Associates has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to July 27, 2024. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Kirsten J Reece

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A **SAFE HARBOR** INDIRECT COST RATE

Firm Name: **DUANE HARTMAN & ASSOCIATES, INC.**

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

a) *The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
b) *The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance". Steps noted below:

The Pathway must include:

- *A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- *An accounting system which separates indirect costs and direct costs*
- *An accounting system which separates allowable and unallowable cost*
- *A compliant job cost system which is general ledger driven*
- *Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- *A strong written internal control policy with a policy and procedures manual*

*Signature: _____

*Name of Certifying Official (Print): **Douglas A. Hartman**

*Title: President / Project Manager

Date of Certification (mm/dd/yyyy): **07/09/2021**

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Modal Operating Administration specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Bainbridge Island
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Toole Design Group, LLC

whose address is

8484 Georgia Ave, Ste 800, Silver Spring, MD 20910

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the WSDOT

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Toole Design Group, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Bainbridge Island

I hereby certify that I am the:

☒

☐ Other

of the City of Bainbridge Island, and Toole Design Group, LLC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Toole Design Group, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Toole Design Group, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Madison Avenue Final Design* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Toole Design Group, LLC

_____ _____

Signature Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

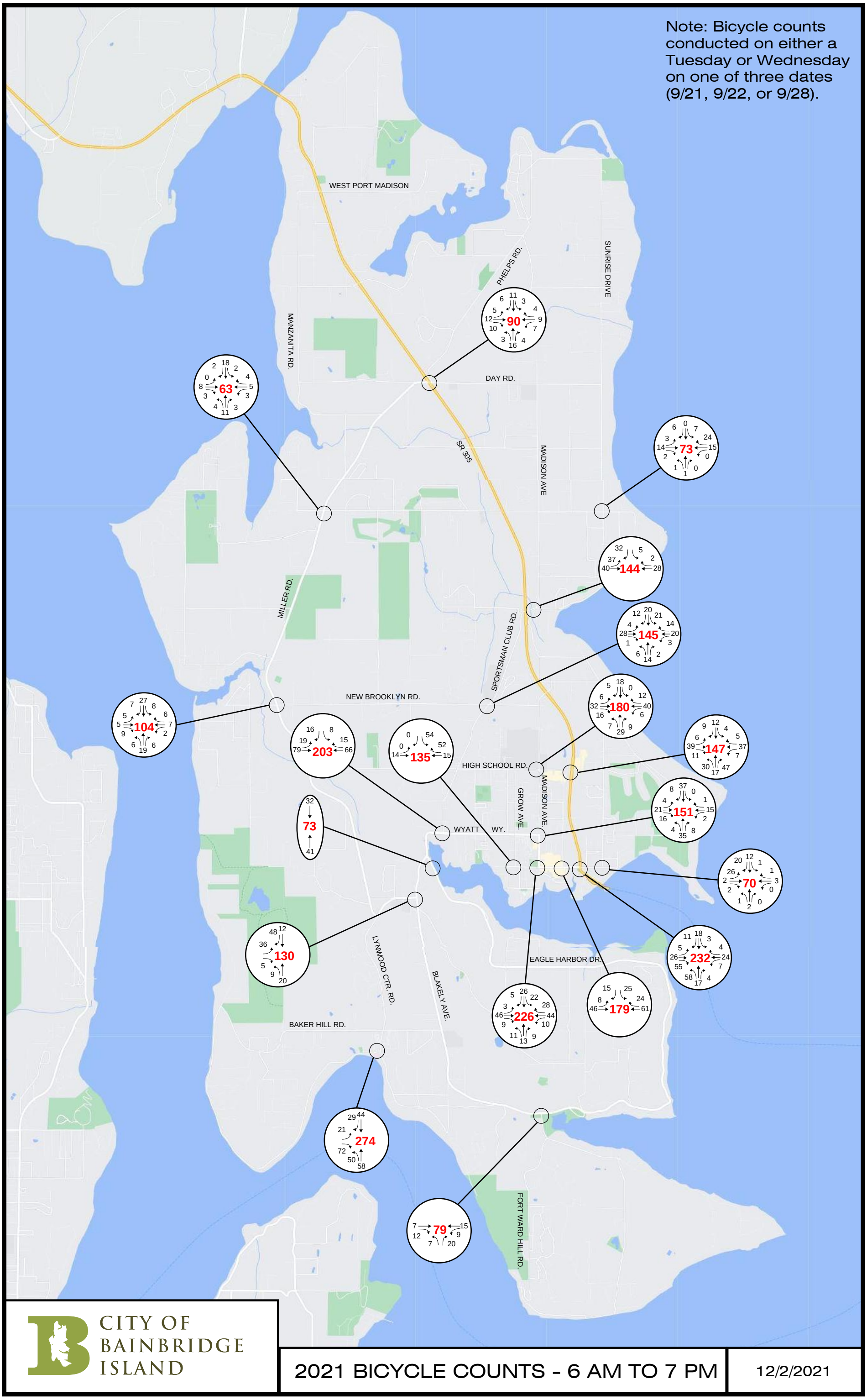
Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Note: Bicycle counts conducted on either a Tuesday or Wednesday on one of three dates (9/21, 9/22, or 9/28).



CITY OF BAINBRIDGE ISLAND

2021 BICYCLE COUNTS - 6 AM TO 7 PM

12/2/2021

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2021-32 Relating to Unnamed Path, 1912 Chautauqua Replat Street Vacation - Public Works,

SUMMARY: Adopt Ordinance No. 2021-32, based on criteria outlined in BIMC 12.34.110. The ordinance is substantially similar to the ordinance forwarded to the Consent Agenda by the City Council on November 9, 2021, with the additions of Section 6, "Severability," and the "Filed With the Clerk" date filled in.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Adopt Ordinance No. 2021-32.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: A petition to vacate Unnamed Path, 1912 Chautauqua Replat was received on September 7, 2021 from Petitioner JOMOJO Hawaii LLC and was certified to be sufficient. A public hearing was scheduled on November 9, 2021, per Resolution No. 2021-12. Following the public hearing, the City Council forwarded Ordinance No. 2021-32 to the December 14, 2021 Consent Agenda for approval.

Pursuant to BIMC 12.34.140, the Director of Public Works accepted the appraisal prepared by George A. Brooks as of August 11, 2021, in the fair market value amount of $11,550.00. On November 18, 2021 the city received $11,550.00 from the petitioners for compensation of the vacated property. Pursuant to BIMC 12.34.150, see attached written report of payment to City Council.

Following adoption of Ordinance No. 2021-32 vacating Unnamed Path 1912 Chautauqua Replat, a certified copy of the ordinance shall be recorded in the office of the Kitsap County Auditor.

ATTACHMENTS:

Ordinance No. 2021-32.docx

2021 Ordinance 2021-32 Road Vacation BIMC 12.34.150 City Treasurer Report of Payment.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

AFTER RECORDING, PLEASE RETURN TO:

Deputy City Clerk
City of Bainbridge Island
280 Madison Ave. North
Bainbridge Island, WA 98110

ORDINANCE NO. 2021-32

Documents Referenced, Assigned or Released:	N/A
Grantor(s):	City of Bainbridge Island, a Washington State municipal corporation
Grantees:	JOMOJO HAWAII LLC
Short Legal Description:	**Parcel #: 4140-009-004-0109** Res. Parcel C, BLA AFN 200905180311, ptn. Chautauqua Replat Vol. 4, pg. 15 plats, records Kitsap County, Ptn. G.L 1, (NE ¼, NE ¼,) Sec. 14, T.25N., R.2E., W.M. City of Bainbridge Island, Kitsap County, WA. **Parcel #: 4140-010-004-0305** Res. Parcel A, agreement AFN 202105050344, ptn. Chautauqua Replat Vol. 4, pg. 15 plats, records Kitsap County, Ptn. G.L 1, (NE ¼, NE ¼,) Sec. 14, T.25N., R.2E., W.M. City of Bainbridge Island, Kitsap County, WA.
Assessor's Property Tax Parcel/Account Number(s):	4140-009-004-0109 and 4140-010-004-0305

ORDINANCE NO. 2021-32

AN ORDINANCE of the City of Bainbridge Island, Washington, vacating a portion of Unnamed Path, 1912 Chautauqua Replat abutting Tax Lot Nos. 4140-009-004-0109 and 4140-010-004-0305.

WHEREAS, on September 7, 2021, JOMOJO HAWAII LLC ("Petitioners") filed a petition to vacate a portion of dedicated right-of-way abutting Unnamed Path, 1912 Chautauqua Replat as shown on **Exhibit B** attached hereto; and

WHEREAS, the vacation of the portion of the street at issue has never been used as public right-of-way; and

WHEREAS, the vacation of the portion of the street at issue is to correct the use as currently there is a residential structure over the path as depicted on **Exhibit B**; and

WHEREAS, on September 22, 2021, the Director of Public Works certified that the petition was legally sufficient having been signed by 100% of the owners of property abutting said right-of-way, exceeding the two-thirds requirement of Bainbridge Island Municipal Code ("BIMC") 12.34.060; and

WHEREAS, by Resolution No. 2021-12, the City Council set a public hearing before the Council on the proposed vacation for November 9, 2021; and

WHEREAS, City staff posted, published, and mailed notices of the public hearing in accordance with BIMC 12.34.080; and

WHEREAS, BIMC 12.34.110 authorizes the vacation of the portion of the street at issue here and further authorizes the City Council to retain easements for construction, repair, and maintenance of existing and future utilities and services as well as to condition or limit a street vacation as the Council deems necessary to preserve any desired public use or benefit; and

WHEREAS, the City Council held the public hearing at the scheduled time and heard testimony from all interested parties on November 9, 2021; and

WHEREAS, the City Council has considered any objections to the proposed vacation that were made as part of this process by owners of private property abutting the street or other governmental agencies or members of the general public; and

WHEREAS, a vacation of the right-of-way will better serve the public as it's a correction measure due to it has never been used as public right-of-way and a residential structure currently resides over the path as depicted on **Exhibit B**; and

WHEREAS, the City Council has considered whether conditions may change in the future as to provide a greater use or need than presently exists; and

WHEREAS, the City Council has considered the criteria set forth in BIMC 12.34.110 to determine whether to vacate portion of Unnamed Path, 1912 Chautauqua Replat at issue here; and

WHEREAS, the City Council desires to vacate a portion of Unnamed Path, 1912 Chautauqua Replat legally described on **Exhibit A** and depicted on **Exhibit B**; now therefore,

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

Section 1. Criteria. The City Council considered the criteria set forth in BIMC 12.34.110 to determine whether to vacate the portion of the right-of-way at issue here, including whether the substitution of a new and different public way would be more useful to the public.

Section 2. Findings, Declarations, and Statements. The City Council adopts the following findings, makes the following declarations, and enters the following statements, which address the requirements of BIMC 12.34.110:

A. The City Council does not expect that conditions may so change in the future as to provide a greater use or need than presently exists; and

B. The City Council has considered any objections to the proposed vacation made by owners of private property (exclusive of Petitioners) abutting the street, as well as any objections made by other governmental agencies or members of the general public.

Section 3. Vacation. The portion of right-of-way abutting Tax Lot No. 4140-009-004-0109 and Tax Lot No. 4140-010-004-0305 and as described on **Exhibit A** (legal description) and depicted on **Exhibit B** (map) attached and incorporated by reference, is vacated to JOMOJO HAWAII LLC subject to compliance with the provisions of Chapter 12.34 of the Bainbridge Island Municipal Code, including payment of the full appraised value of the right-of-way.

Section 4. Reservation of Easements. The City Council conditions the vacation on the reservation and retention of any existing easements benefitting the City in the street vacation area, recognizing the Kitsap Public Utility District (KPUD) has an existing easement for water facilities recorded within the street vacation area. Any existing utilities located in the roadway area that will be dedicated to the City as part of this vacation will continue to be governed by franchise or similar agreements.

Section 5. Recording. The City Clerk is authorized and directed to record a certified copy of this ordinance and the deed with the Kitsap County Auditor's office.

Section 6. 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 7. Effective Date. This ordinance shall be effective five (5) days from and after its passage, approval, 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: November 5, 2021
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2021-32

ATTACHMENTS: Exhibits A – B

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT-OF-WAY VACATION AREA

ADAM • GOLDSWORTHY • OAK
A G O Land Surveying, LLC
1015 NE Hostmark Street, Suite 103
Poulsbo, WA 98370
360.779.4299 206.842.9598
WWW.AGOLS.COM

DATE: May 12, 2021
CLIENT: Jomojo Hawaii LLC
JOB NO: 20-7246

LEGAL DESCRIPTION OF RIGHT OF WAY VACATION AREA

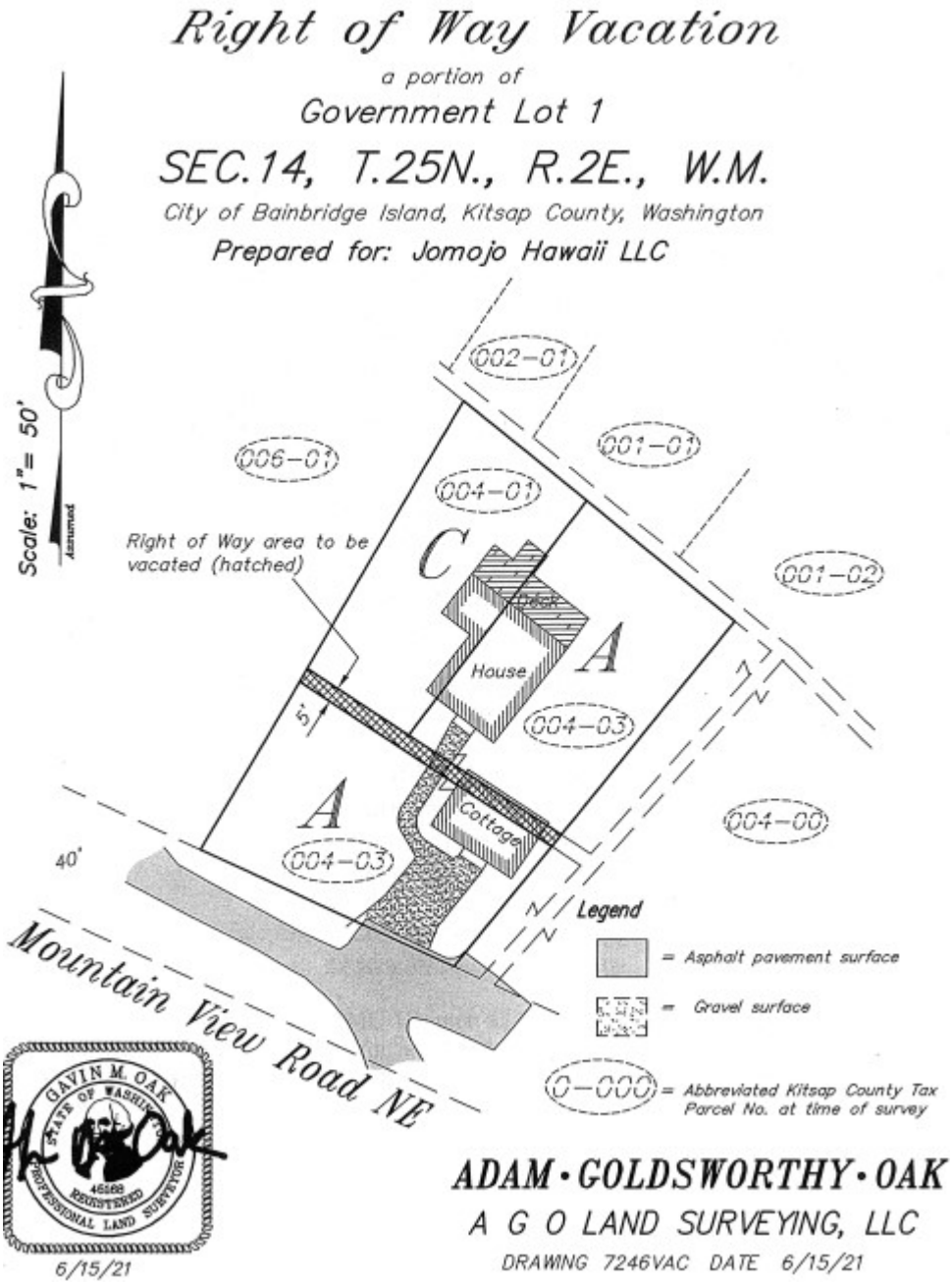
That portion of Resultant Parcel A (Jomojo Hawaii LLC) of the Agreement to Settle Boundary Line recorded under Kitsap County Auditor's File No. 202105050344, and situate in Government Lot 1, Section 14, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Commencing at the North quarter corner of said Section 14, a Standard County Reference Monument, from which the Northwest corner of said Section 14, a Standard County Reference Monument bears North 88°40'52" West 2647.77 feet;
Thence South 88°42'01" East 1319.72 feet to the Northwest corner of said Government Lot 1;
Thence along the West line of said Government Lot 1, South 00°55'50" West 392.30 feet;
Thence along the Northeasterly right of way of Mountain View Road and the Westerly extension thereof, South 65°33'10" East 674.80 feet to the Southwesterly corner of said Resultant Parcel A;
Thence leaving said right of way along the West line of said Resultant Parcel A, North 30°19'20" East 64.59 feet to the True Point of Beginning;
Thence leaving said West line, South 57°04'47" East 100.54 feet;
Thence North 39°07'36" East 5.03 feet;
Thence North 57°04'47" West 101.31 feet to the said West line;
Thence along said West line, South 30°19'20" West 5.00 feet to the True Point of Beginning.



5/12/21

EXHIBIT B


Right of Way Vacation
a portion of
Government Lot 1
SEC.14, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington
Prepared for: Jomojo Hawaii LLC
Scale: 1"= 50'
Assumed
002-01
001-01
006-01
004-01
001-02
Right of Way area to be vacated (hatched)
C
A
House
5'
004-03
A
Cottage
004-00
40'
004-03
Legend
= Asphalt pavement surface
= Gravel surface
0-000 = Abbreviated Kitsap County Tax Parcel No. at time of survey
Mountain View Road NE
GAVIN M. OAK
STATE OF WASHINGTON
46566
REGISTERED
PROFESSIONAL LAND SURVEYOR
6/15/21
ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
DRAWING 7246VAC DATE 6/15/21

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

Date: November 30, 2021

To: City Council
Blair King, City Manager

From: DeWayne Pitts, Director of Finance and Administrative Services/City Treasurer

Subject: Ordinance 2021-32 – Payment of compensation for conveyance

Pursuant to BIMC 12.34.140 the City Treasurer shall make a written report of payment received for conveyance of the property to be vacated. This memo memorializes that $11,550 payment was received for the road vacation on November 18, 2021.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2021-33 – Revisions and Updates to Chapter 16.32 BIMC (Protection of Landmark Trees) - Planning,

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Nick Snyder

PREVIOUS PLANNING COMMISSION REVIEW DATE(S): 8/13/2020, 9/10/2020, 10/29/2020, 11/12/2020, 12/10/2020, 12/17/2020 5/13/2021, 5/27/2021, 6/10/2021, 6/24/2021, 10/14/2021

PREVIOUS COUCIL REVIEW DATE(S): 2/25/2020, 4/27/2021

RECOMMENDED MOTION:
Adopt Ordinance No. 2021-33.

SUMMARY:
The City Council directed City staff to bring the draft language for the Landmark Tree Ordinance (Chapter 16.32 BIMC) previously reviewed on April 27, 2021 for consideration of adoption in lieu of continuing the interim official control that is currently set forth in Chapter 16.32 BIMC. Ordinance No. 2021-33 revises and updates Chapter 16.32 BIMC (Protection of Landmark Trees) to improve the administration of the code language and the protection offered to Landmark Trees. The ordinance also terminates the existing interim official control and adopts permanent regulations.

BACKGROUND: City staff and the Planning Commission have been working on the tree and vegetation work plan approved by the City Council early in 2020. This work plan includes updates to three of Bainbridge Island's tree chapters, including Chapter 16.32, Protection of Landmark Trees. Both the Planning Commission and the Council have considered this topic at multiple meetings in 2020 and 2021.

Ordinance No. 2021-33 revises and updates Chapter 16.32 BIMC (Protection of Landmark Trees) to improve the administration of the code language and the protection offered to Landmark Trees. This ordinance, makes the following changes to Chapter 16.32 BIMC:

* Applies to all portions of the island except zoning districts R-0.4, R-1, and R-2. This change expands the area covered by the protections and will improve residents' ability to determine when it applies to them.

* Provides definitions for "dead tree" and "removal" of trees.

* Adds 10 additional tree species to the list of Landmark trees (Pacific Dogwood (Cornus nautalii), Atlas Cedar (Cedrus atlantica), Deodar Cedar (Cedrus deodara), Black Walnut (Juglans nigra), Red Maple (Acer rubrum), Giant Sequioa (Sequoiadendron giganteum), Weeping Willow (Salix babylonica), Shore Pine (Pinus contorta), Port Orford Cedar (Chamaecyparis lawsoniana), Cherry (Prunus spp.).

* Adds tree age of 100 years or older as an additional criterion to qualifying for landmark tree status.

* Clarifies one of the reasons that the Planning Director may approve the removal of a landmark tree.

This ordinance codifies protections which have been included in the interim official control which will expire on December 26, 2021.

ATTACHMENTS:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development **Memorandum**

Date: November 5, 2021
To: City Council
Blair King, City Manager
From: Nicholas Snyder, City Arborist
Subject: Ordinance No. 2021-33 – Updates to Tree Regulations in Chapter 16.32 BIMC (Protection of Landmark Trees)

I. Current Item for Council Consideration

At the October 26, 2021 City Council meeting, a discussion was held regarding the further extension of the interim official control currently in place related to Chapter 16.32 BIMC, via Ordinance No. 2021-17. The Council directed that staff work on permanent regulations rather than further extending the interim control. In addition, the Council requested that City staff bring forward the draft updates to Chapter 16.32 BIMC that were previously approved by the Planning Commission and reviewed by the Council on April 27, 2021.

The November 9, 2021 Council agenda includes consideration of Ordinance No. 2021-33, which will revise Chapter 16.32 BIMC, make those regulations permanent, and terminate the existing interim control regulations.

II. Summary

Ordinance No. 2021-33 revises and updates Chapter 16.32 BIMC (Protection of Landmark Trees) to improve the administration of the code language and the protection offered to Landmark Trees. The ordinance makes the following changes to Chapter 16.32 BIMC:

- Applies the applicable regulations to all portions of the island except zoning districts R-0.4, R-1, and R-2. This change expands the area protected by the regulations and will improve residents' ability to determine when the regulations apply to them.
- Provides definitions for "dead tree" and "removal" of trees.
- Adds 10 additional tree species to the list of Landmark Trees, as follows: (Pacific Dogwood (Cornus nautalii), Atlas Cedar (Cedrus atlantica), Deodar Cedar (Cedrus deodara), Black Walnut (Juglans nigra), Red Maple (Acer rubrum), Giant Sequioa (Sequoiadendron giganteum), Weeping Willow (Salix babylonica), Shore Pine (Pinus contorta), Port Orford Cedar (Chamaecyparis lawsoniana), and Cherry (Prunus spp.).

- Adds trees aged 100 years or older as an additional criterion to qualifying for Landmark Tree status.
- Clarifies one of the reasons that the Planning Director may approve the removal of a Landmark Tree.

These changes would provide specific protections for applicable trees on Bainbridge Island. It is further proposed that the Council direct staff to bring back a review of these regulations in 12 months. Ordinance No. 2021-33 would also terminate the existing interim control that has been in place related to Landmark Tree protections.

III. Next Steps

The City Council may take action on this ordinance by:

- Forwarding Ordinance No. 2021-33 to a future meeting's consent agenda.
  - Approval possible on December 14, 2021.
- Taking no action or not approving Ordinance No. 2021-33.
  - The interim control currently in place will expire on December 26, 2021.
  - If the interim control expires, Chapter 16.32 BIMC will no longer be in effect and the specific protections provided by that chapter will end.

IV. Background Information

The Planning Commission and City staff have been working on the tree and vegetation work plan approved by the City Council on February 20, 2020. That work plan includes updates to three of Bainbridge Island's tree and vegetation chapters, including Chapter 16.32 BIMC, Protection of Landmark Trees. The Planning Commission initially took up the work on these three chapters as a single ordinance on August 13, 2020. Four subsequent meetings were held to review and discuss the changes proposed and on December 17, 2020, the Planning Commission held a public hearing on the ordinance and voted to recommend the ordinance for City Council approval. At the City Council meeting on April 27, 2021, the Council reviewed the Planning Commission's recommendation but chose to take no action and directed the Planning Commission to continue their work with the benefit of the Council's comments. Since that time, the Planning Commission has had five meetings on 5/13/2021, 5/27/2021, 6/10/2021, 6/24/2021, and 10/14/21 to discuss and implement the City Council's input. That May-October work is not included in Ordinance No. 2021-33 because the proposed changes have not been through a Public Hearing. Ordinance No. 2021-33 in its current form is based off of Council's specific request to bring the April 27, 2021 draft of the Landmark Tree Ordinance to the November 9, 2021 Council meeting for consideration of adoption.

ORDINANCE NO. 2021-33

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting a revised version of Chapter 16.32 of the Bainbridge Island Municipal Code related to the protection of Landmark Trees; terminating the related interim official control set forth most recently in Ordinance No. 2021-17; providing for interpretive authority; and providing for severability.

WHEREAS, the City Council of the City of Bainbridge Island ("City") updated the City's Comprehensive Plan in February of 2017; and

WHEREAS, the City Council has significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City's Comprehensive Plan, has been discussing how to best accommodate growth and development in both general and specific ways, and finds that there are likely to be adverse impacts on the City and its residents unless the City acts immediately to preserve the character of our community forest; and

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge Island and the City has received numerous public comments expressing concern regarding the loss of Landmark Trees on the island; and

WHEREAS, Landmark Trees, because of their age, size, and condition, are recognized as having exceptional value in contributing to the character of the community; and

WHEREAS, the Planning Commission, Design Review Board, and the (former) Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island and the preservation of trees is a community value supported by the policies and goals of the City's Comprehensive Plan; and

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control in the form of Chapter 16.32 of the Bainbridge Island Municipal Code ("BIMC"), *Preservation of Landmark Trees*, which designates Landmark Trees based on size and species, requires a permit to remove any Landmark Tree, and imposes fines if a Landmark Tree is removed without a permit; and

WHEREAS, on October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC; and

WHEREAS, in response to comments and input that City staff and the City Council received regarding implementation and application of the Landmark Tree regulations, including comments from many property owners and Puget Sound Energy about difficulty in meeting the requirements of the regulations, City staff proposed amendments to the regulations to add exceptions for the type of Landmark Tree removal that would be approved through permit review; and

WHEREAS, the above described team of arborists provided their report and recommendations to City staff, and the City Council discussed that report and those recommendations at a Council study session on May 7, 2019; and

WHEREAS, the City Council instructed staff to proceed with action items identified in the May 7, 2019 staff report including drafting a new ordinance to revise the City's tree and vegetation regulations; and

WHEREAS, on February 25, 2020, the City Council endorsed the continuing work by City staff and the City Arborist to draft an ordinance that would include changes to Chapter 16.18 BIMC (Tree Removal, Forest Stewardship, and Vegetation Maintenance), Chapter 16.32 BIMC (Protection of Landmark Trees), and BIMC 18.15.010 (Development Standards and Guidelines); and

WHEREAS, at scheduled open meetings, City staff met with the Planning Commission to discuss draft regulations related to Ordinance No. 2020-28 (which was renumbered in 2021 to Ordinance No. 2021-07) on August 13, September 10, October 29, November 11, and December 10, 2020; and

WHEREAS, Ordinance No. 2020-28 included revisions to Chapter 16.18 BIMC (formerly Exhibit A), Chapter 16.32 BIMC (formerly Exhibit B), BIMC 18.15.010 (formerly Exhibit C), BIMC 16.20.100 (formerly Exhibit D), and the Community Forest Best Management Practices Manual (formerly Exhibit E); and

WHEREAS, on December 17, 2020, the Planning Commission held a public hearing to consider Ordinance No. 2020-28 including exhibits formerly referenced as Exhibits A – E, received public input, and after closing the public hearing, made a recommendation of approval of Ordinance No. 2020-28 to the City Council; and

WHEREAS, the City notified the Department of Commerce on January 21, 2021 of its intent to revise its development regulations relating to tree removals and vegetation management practices; and

WHEREAS, the City issued a State Environmental Policy Act ("SEPA") Determination of Non-Significance for Ordinance No. 2021-07 (formerly Ordinance No. 2020-28) on January 29, 2021; and

WHEREAS, on April 27, 2021, the City Council considered Ordinance No. 2021-07, took no action on the ordinance, and the Council expressed a collective interest in further considering the ordinance at a future meeting; and

WHEREAS, on May 13, 2021, City staff returned to the Planning Commission to discuss additional revisions to Ordinance No. 2021-07 based on City Council input; and

WHEREAS, on May 27, 2021, the Planning Commission continued to discuss input from the City Council in relation to Chapter 16.32 BIMC and decided to separate and move Exhibit A (formerly Exhibit B) forward to the City Council and continue their work on what was referenced as Exhibits A (Chapter 16.18 BIMC), C (BIMC 18.15.010), D (BIMC 16.20.100), and E (Community Forest Best Management Practices Manual) at a subsequent meeting; and

WHEREAS, Exhibit A (formerly Exhibit B) of Ordinance No. 2021-07 related to amending Chapter 16.32 BIMC to make the interim regulations permanent, simplify and update code language, expand the applicable area of the Landmark Tree regulations, and improve the list of qualifying trees and characteristics; and

WHEREAS, Ordinance No. 2021-07 was renumbered to Ordinance No. 2021-33; and

WHEREAS, at scheduled open meetings on June 10, June 24, and October 14, 2021, the Planning Commission held additional meetings to continue work on Ordinance No. 2021-33; and

WHEREAS, on October 26, 2021, the City Council provided direction for permanent regulations to replace the interim official control set forth most recently in Ordinance No. 2021-17, and directed staff to bring back the April 27, 2021 draft of the Landmark Tree regulations set forth in Ordinance No. 2021-33 (formerly Ordinance No. 2021-07) which had been approved by the Planning Commission after a public hearing on December 17, 2020; and

WHEREAS, on November 9, 2021, the City Council considered this Ordinance No. 2021-33 and forwarded it for consideration of approval with the December 14, 2021 consent agenda; and

WHEREAS, on December 14, 2021, the City Council approved this Ordinance No. 2021-33.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as findings of fact in support of this ordinance, as well as supplemental findings of fact to the related ordinances that preceded this ordinance regarding the interim official control regulating Landmark Trees as described herein.

Section 2. Adoption of Permanent Regulations. This ordinance hereby adopts a version of Chapter 16.32 of the Bainbridge Island Municipal Code ("BIMC"), as set forth in the attached Exhibit A, which is incorporated by reference as if fully set forth herein, that is a revised version of what has been to this point an interim official control. To the extent necessary to convert what has been an interim official control into permanent regulations, this ordinance hereby repeals the current version of Chapter 16.32 BIMC and replaces it with the version as set forth in Exhibit A.

Section 3. Termination of Interim Official Control Set Forth Most Recently in Ordinance No. 2021-17. The version of Chapter 16.32 BIMC that is adopted via this ordinance will result in regulations that meet what was identified as the remaining work in the work plan

for the current interim official control that has been in place most recently via Ordinance No. 2021-17 and the directly related ordinances that preceded Ordinance No. 2021-17, which effectuated an extension of an existing interim official control. This Ordinance No. 2021-33 hereby terminates the interim official control most recently set forth in Ordinance No. 2021-17 upon the effective date of this Ordinance No. 2021-33.

Section 4. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this _____ day of _____, 2021.

APPROVED by the Mayor this _____ day of _____, 2021.

_____
Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	November 5, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-33
ATTACHED EXHIBITS:	Exhibit A

Exhibit A to Ordinance No. 2021-33

Chapter 16.32
PROTECTION OF LANDMARK TREES

16.32.005 Applicability.
16.32.010 Definitions.
16.32.015 Exemptions.
16.32.020 Landmark tree criteria.
16.32.030 Landmark tree retention.
16.32.040 Emergencies.
16.32.050 Appeals.
16.32.060 Violations and penalties.

16.32.005 Applicability.

This chapter applies to all zoning districts except R-0.4, R-1, and R-2.~~only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan, updated November 8, 2006. (Ord. 2019-17 § 7, 2019)~~

16.32.010 Definitions.

A. “City attorney” means the city attorney of the city of Bainbridge Island, or their designee.

B. “Dead Tree” means a tree that has no live tissue or is determined to have less than 10% live tissue by a Tree Risk Assessment Qualified (TRAQ), International Society of Arboriculture (ISA) certified Arborist.

~~B~~C. “Diameter breast height” means the diameter of a tree measured at four and one-half feet above the ground on the uphill side of the tree.

~~C~~D. “Landmark trees” means trees, located on Bainbridge Island, that are unique because of their age, size, species, historical significance, or aesthetic quality and meet the criteria established by this chapter.

~~D~~E. “Planning director” means the director of the planning and community development department of the city of Bainbridge Island, or their designee.

F. “Removal” means cutting of a tree with the intent to kill it, including the creation of a wildlife snag where all live material is removed from the tree.

~~E~~G. “Replacement tree” means a tree that is of a species native and indigenous to the site where a landmark tree was removed and is a minimum ~~size~~ of six feet in height measured from top of the root flare, with a minimum trunk diameter of one inch measured at four inches above the top of the root flare for both evergreen and deciduous trees.

~~F~~H. “Size” means the diameter breast height of a tree.

16.32.015 Exemptions.
In the following circumstances, a removal of landmark tree permit shall not be required pursuant to this section:

A. The tree(s) at issue is/are dead;

B. For routine maintenance activities required to control vegetation on road, access, or utility rights-of-way or easements, including tree removal, pruning, and thinning; or

C. For Class II and Class III forest practices regulated by the Washington State Department of Natural Resources under Chapter 76.09 RCW.

16.32.020 Landmark tree criteria.
Landmark trees are trees that meet the following criteria for their species or are known to be 100 years old or older:

Species	Size (Greater than or equal to)
Birch (Betula ~~papyrifera~~ spp.)	30"
Beech (Fagus ~~grandifolia~~ spp.)	36"
Catalpa (Catalpa speciosa)	36"
American Elm (Ulmus americana)	30"
Douglas Fir (Pseudotsuga menziesii)	40"
Grand Fir (Abies grandis)	40"

Species	Size (Greater than or equal to)
Horsechestnut (Aesculus hippocastanum)	40"
Western Hemlock (Tsuga heterophylla)	30"
~~Black Locust (Robinia pseudoacacia)~~	~~30"~~
Lombardy Poplar (Populus nigra)	38"
Pacific Madrone (Arbutus menziesii)	24"
Bigleaf Maple (Acer macrophylum)	36"
Silver Maple (Acer saccharinum)	36"
Monkey Puzzle Tree (Araucaria araucana)	36"
Monterey Pine (Pinus radiata)	30"
Oregon White Oak (Quercus garryana)	30"
Pacific Yew (Taxus brevifolia)	20"
Pin Oak (Quercus palustris)	30"
Red Oak (Quercus rubra)	38"
Ponderosa Pine (Pinus ponderosa)	30"
Western White Pine (Pinus monticola)	30"

Species	Size (Greater than or equal to)
Sitka Spruce (Picea sitchensis)	36"
Sycamore (Platanus occidentalis)	36"
English Walnut (Juglans regia)	30"
Western Red Cedar (Thuja plicata)	30"
Coast Redwood (Sequoia sempervirens)	30"
Japanese ~~Laceleaf~~ Maple	12"
Pacific Dogwood (Cornus nautalii)	20”
Atlas Cedar (Cedrus atlantica)	36”
Deodar Cedar (Cedrus deodara)	36”
Black Walnut (Juglans nigra)	24”
Red Maple (Acer rubrum)	36”
Giant Sequioa (Sequoiadendron giganteum)	40”
Weeping Willow (Salix babylonica)	30”
Shore Pine (Pinus contorta)	24”
Port Orford Cedar (Chamaecyparis lawsoniana)	30”

Species	Size (Greater than or equal to)
Cherry (Prunus spp.)	24”

16.32.030 Landmark tree retention.

A. Except as otherwise allowed under this chapter, no person, corporation, or other legal entity shall remove a landmark tree without having obtained approval from the planning director.

B. Prior to the removal of a landmark tree, any person, corporation, or other legal entity seeking to remove a landmark tree must submit an application for removal of a landmark tree, along with a fee to be established by resolution of the city council, to the department of planning and community development.

C. Upon receipt of an application for removal of a landmark tree, the planning director will review the application materials and consider the request based upon the criteria outlined in this chapter and any other city regulations that apply to the tree requested for removal, such as, but not limited to, Chapter 16.12 BIMC, Shoreline Master Program, Chapter 16.20 BIMC, Critical Areas, and BIMC 18.15.010, Landscaping, screening, and tree retention, protection and replacement.

D. The planning director shall approve the removal, deny the removal, or request additional information. The planning director shall only approve the removal of a landmark tree if all other applicable city regulations are met and upon a finding that at least one of the following criteria is met:

1. The removal is necessary to enable construction on or reasonable use of the property, and no other alternative is feasible; or

2. The removal is necessary to fulfill the terms of an easement or covenant recorded prior to the adoption of the ordinance codified in this chapter; or

3. The tree is ~~diseased, or otherwise determined to be a hazardous tree as determined by a qualified professional pursuant to BIMC 18.15.010.C.1.c.~~ determined to have a high or extreme Tree Risk Rating by an ISA certified TRAQ Arborist who:

a. Identifies the tree part(s) and defect(s) that increase the likelihood of failure;

b. Identifies the target(s) and site factors contributing to increased likelihood of impact;

c. Utilizes a timeframe of five years or less; and

d. Utilizes the matrixes in tables BIMC 16.32.030-1 and BIMC 16.32.030-2 below to determine the Tree Risk Rating.

16.32.030-1: Likelihood Matrix

Likelihood of Failure	Likelihood of Impact			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

16.32.030-2: Tree Risk Rating Matrix

Likelihood of Failure and Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

In deciding whether the removal of a landmark tree is necessary under subsection D.1., ~~or 2~~ D.2., or D.3. of this section, the planning director shall consider all land use regulations applied to the subject property, such as: Chapter 15.19 BIMC, Site Assessment Review, Chapter 16.12 BIMC, Shoreline Master Program, Chapter 16.20 BIMC, Critical Areas, or any other tree retention regulations applied through a land use permit.

E. If the planning director grants an application for removal of a landmark tree upon a finding that the removal is necessary to enable construction on or reasonable use of the property, and no other alternative is feasible, then the property owner that submitted the application shall be required to provide mitigation through the planting of replacement trees on the property from which the landmark tree was removed in accordance with the following:

1. The quantity of replacement trees is calculated by multiplying the diameter breast height of the subject landmark tree by 50 percent to establish the number of replacement inches; and

2. The total number of replacement trees is determined by the total caliper inches of Replacement Trees equaling or exceeding the required tree replacement inches established in subsection E.1 of this section.

F. In lieu of planting the replacement trees prescribed in subsection E of this section, an applicant may satisfy the tree replacement requirements by:

1. Planting at least three replacement trees on the property from which the landmark tree was removed; and

2. Contributing to the Bainbridge Island tree fund at a rate of $500.00 per each replacement inch not accounted for in the planting of replacement trees; and

3. The sum of the tree replacement inches accounted for by contributing to the Bainbridge Island tree fund and the total caliper inches of the replacement trees planted shall not be less than the total replacement inches calculated in subsection E of this section.

16.32.040 Emergencies.

A. In emergency situations involving immediate danger to life or real property, removal of a landmark tree is permitted without first obtaining approval from the planning director; provided, that the following conditions are satisfied:

1. The person, corporation, or other legal entity that removed the landmark tree submits an application for removal of a landmark tree under this chapter within 14 days after the emergency situation is stabilized; and

2. The person, corporation, or other legal entity that removed the landmark tree provides, within 14 days after the emergency situation is stabilized, the city with documentation establishing the existence of the emergency situation, with such documentation including at least four high resolution photographs evidencing the existence of the emergency situation; and

3. The planning director subsequently approves the removal pursuant to this chapter.

B. If the conditions of subsection A of this section are not satisfied, the person, corporation, or other legal entity that removed the landmark tree without first obtaining approval from the planning director will be in violation of this chapter.

16.32.050 Appeals.

A. The planning director’s decision on an application for removal of a landmark tree may be appealed to the hearing examiner as described in BIMC 2.16.020.R.1.

B. All appeals must be filed within 14 days following the issuance of the planning director's decision on the application.

16.32.060 Violations and penalties.

A. This chapter shall be enforced, and penalties for violations of this chapter will be imposed, pursuant to Chapter 1.26 BIMC, except that no notice of infraction may be issued under Chapter 1.26 BIMC for a violation of this chapter. In addition to notices of violation issued under BIMC 1.26.050 or 1.26.060, BIMC 1.26.070 will also govern the review and appeal of any notice of violation issued under Chapter 1.26 BIMC for a violation of this chapter.

B. In addition to the civil penalties imposed under BIMC 1.26.090, an additional civil penalty will be imposed on any person, corporation, or other legal entity that removes a landmark tree without prior approval of the planning director. This additional civil penalty will be in the amount of $25,000 for each landmark tree removed. The city attorney will take appropriate action to collect this additional civil penalty.

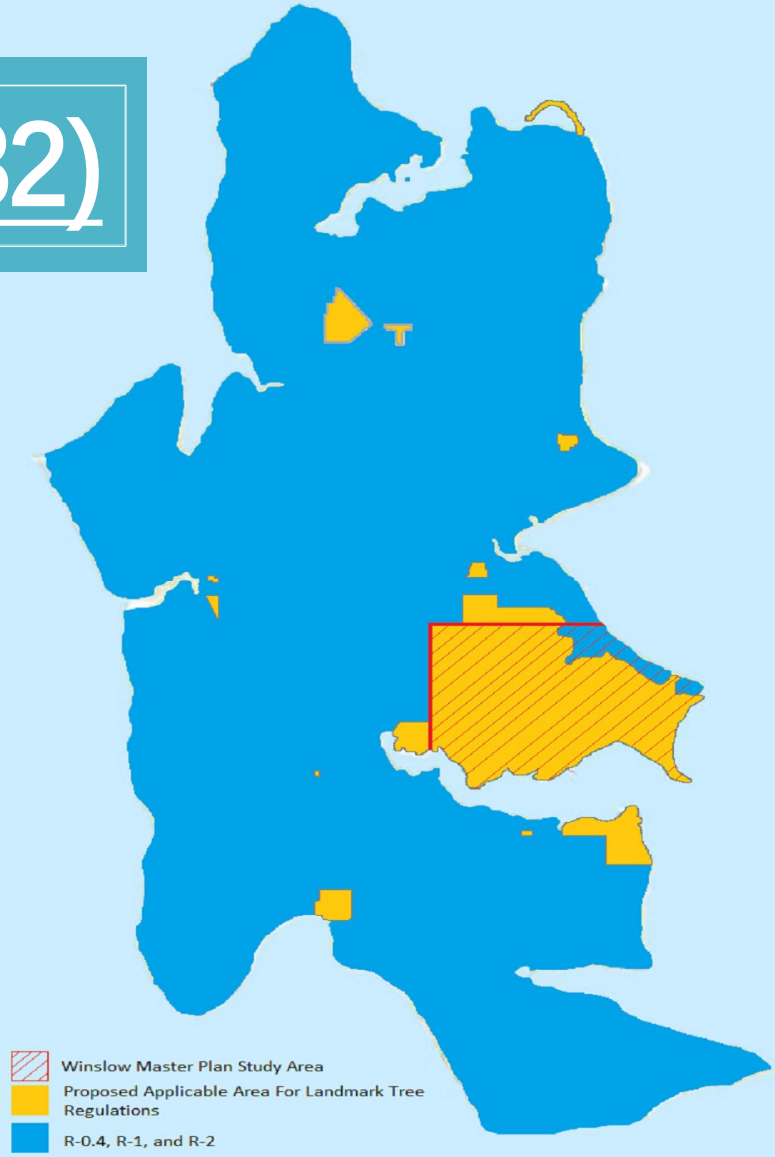
C. In the event of a conflict between the requirements of this chapter and any other requirement of the Bainbridge Island Municipal Code, this chapter will govern and control.

Ordinance NO. 2021-33

Amending Chapter 16.32 (Protection of landmark Trees) of the Municipal Code per the Landmark Tree Ordinance Work Plan

List of Changes (BIMC 16.32)

- Expanding the Landmark Tree Ordinance to apply in all zoning districts except R-0.4, R-1, and R-2.
- Solidifying the Landmark Tree Ordinance as a permanent fixture of our tree regulations.
- Expanding and refining the qualifying characteristics and species of Landmark trees.
- Updating and clarifying tree risk assessment requirements for TRAQ arborists



CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2021-12, Code Changes Related to Improving the Land Use Preapplication Phase - Planning,

AGENDA CATEGORY: Ordinance **PROPOSED BY:** David Greetham

PREVIOUS PLANNING COMMISSION REVIEW DATE(S): - October 29, 2020
- February 11, 2021
- March 11, 2021
- April 22, 2021
- May 13, 2021
- May 27, 2021
- June 10, 2021
- July 8, 2021

PREVIOUS COUCIL REVIEW DATE(S): July 20, 2021: Update to City Council regarding Planning Commission recommendation to approve Ordinance No. 2021-12, including associated revisions to Design for Bainbridge.

November 9, 2021: The Council considered this item and voted to move it to the December 14, 2021 Consent Agenda.

RECOMMENDED MOTION:
Adopt Ordinance No. 2021-12.

SUMMARY:
Ordinance No. 2021-12 (Phase 2 Triage Code Changes) amends the order of the pre-application review process as summarized in the attached Process Flow Chart.

Key changes include:

1. Preapplication meeting is moved to beginning of process, ahead of DRB meetings.
2. Public Participation Meeting is moved up to occur between first two DRB meetings.
3. DRB Final Review and Recommendation is moved up to preapplication review phase, allowing for completion of design review prior to formal land use application.

Moving the preapplication meeting to the first step in the process ensures that the DRB, PC, and applicant are aware of

relevant code standards before the application is reviewed by the DRB, and that the Public Participation Meeting and final DRB review occur earlier in the process.

The code revisions also necessitated changes to the Design for Bainbridge manual to ensure consistency with the updated review process and meeting descriptions (Exhibit A). A stand-alone summary of the Design for Bainbridge revisions is also attached.

In addition, Ordinance No. 2021-12 and related Resolution No. 2021-07 put an emphasis on the PC's role in the preapplication process by formalizing that Public Participation Meetings occur at the PC, and that the PC may attend the pre-application meeting. Updates to the Public Participation Meeting process are proposed in a related but separate resolution.

The Council considered this item at the November 9, 2021 Regular Business Meeting and voted to move it to the December 14, 2021 Consent Agenda.

BACKGROUND: Mid-2020: Design Review Board (DRB) determined that revisions to the preapplication process were necessary and appointed a subcommittee to work on proposed revisions to the BIMC, including Chapter 2.16 BIMC and Design for Bainbridge, which is incorporated by reference at Chapter 18.18 BIMC.

October 2020: Planning Commission (PC) considered the land use subcommittee's proposed "triage" land use code changes and separated the changes into two phases, with the second phase including improvements to the preapplication process and the role of the Design Review Board and Planning Commission.

December 2020: A subcommittee of the PC joined the DRB subcommittee for two meetings to discuss the proposed process revisions. The key recommendation was to re-order the preapplication process such that the preapplication conference with staff occurs as the first step in the review process.

February 2021: PC discussed Resolution No. 2010-32 that established the mandatory Public Participation Program currently in effect. As the 2010 resolution did not specify that the meetings would occur at the PC it was agreed that updates to the resolution were necessary to reflect the current process. These revisions are reflected in draft Resolution No. 2021-07, which is a related but separate action before the Council for consideration.

March 11, 2021: PC conducted first touch review of Ordinance No. 2021-12 and Resolution No. 2021-07. The PC reviewed draft code changes relating to the preapplication process, including moving the preapplication conference to the first step in the preapplication phase, and clarifying the role of the PC and DRB in the meeting. In order to accommodate final recommendations of the DRB subcommittee, the PC agreed to continue the discussion upon completion of the final subcommittee recommendations. The subcommittee met three additional times in March, resulting in recommended revisions to Design for Bainbridge to improve the pre-application and DRB review process.

April 22, 2021: Staff incorporated changes from the March 11, 2021 meeting into draft Ordinance No. 2021-12, including clarification of PC and DRB roles in the preapplication conference, added references to Resolution No. 2021-07 with regard to the updated public participation meeting process, and deletion of the process flow chart from Chapter 2.16 BIMC. An updated process flow chart is proposed to be added to Design for Bainbridge, and additional guidance for applicants is planned for the Design for Bainbridge web page currently under construction.

At the conclusion of the study session, the PC directed staff to reconvene the DRB/PC subcommittee to explore scaling back the proposed Design for Bainbridge revisions, including applicant submittal requirements for each DRB meeting.

May 13, 2021: Staff briefed the PC on subcommittee progress in response to the April 22 PC directives.

May 27, 2021: The PC conducted a final study session and directed staff to schedule a public hearing for June.

June 10, 2021: Additional PC Discussion, public hearing rescheduled for July 8.

July 8, 2021: Public Hearing and PC Recommendation of approval to the City Council (recommendation attached).

ATTACHMENTS:

CITY OF
BAINBRIDGE ISLAND

Planning Commission Recorded Motion

Planning Commission Meeting Date:	**July 8, 2021**
Project Proposal Name and Number:	**Triage Phase 2 Changes related to Improving the Pre-application Phase - Ordinance No. 2021-12 & Resolution No. 2021-07**
Decision Maker:	**City Council**

Purpose: The purpose of the Planning Commission's review and recommendation is to determine if a proposed ordinance is consistent with the comprehensive plan.

Consideration: The Planning Commission shall consider the ordinance at a public meeting where public comment will be taken. The Planning Commission shall recommend approval, or approval as amended, of the ordinance.

The Planning Commission will adopt written findings of facts and conclusions and determine if the ordinance is consistent with Bainbridge Island Municipal Code and the comprehensive plan. This motion will be included in the staff report transmitted to the City Council.

Findings of Fact and Reasons for Action

The ordinance, as amended, is:

1) Consistent with the municipal code and comprehensive plan by providing project applicants with comprehensive plan information and including the Planning Commission and the Design Review Board early in the review process.

Recommendation:

The Planning Commission recommends the City Council:

X Approve the ordinance as recommended.

_____ Approve the ordinance with the following changes:

a.

b.

c.

CITY OF
BAINBRIDGE ISLAND

Planning Commission
Recorded Motion

Recorded motion on July 8, 2021:

Planning Commission Record of Vote:

Commissioner	Support	Oppose	Absent	Abstain
Chester	x			
McCormick Osmond	x			
Subramanian	x			
Macchio	x			
Paar			x	
Blossom	x			
Matthews	x			
Total	**6**		**1**	

CITY OF BAINBRIDGE ISLAND PLANNING COMMISSION

Kimberly McCormick Osmond
Chair

Date: 7-8-2021

_____
Administrative Specialist, Planning and Community Development

Date: _____

ORDINANCE NO. 2021-12

AN ORDINANCE of the City of Bainbridge Island, Washington, amending BIMC 2.16.020, 2.16.040, 2.16.070, 2.16.110, 2.16.125, and Chapter 18.18 BIMC relating to improving the early phases of the land use permitting process.

WHEREAS, in mid-2020, Design Review Board members identified the need for more detailed background information prior to holding a Conceptual Review Meeting on early development proposals; and

WHEREAS, on August 17, 2020, the Design Review Board began formal discussion of the Design Review Board's role and changing the pre-application process; and

WHEREAS, the Design Review Board appointed a subcommittee to continue more detailed work on proposed process revisions; and

WHEREAS, on June 22, 2020, the City Council formed a City Council and Planning Commission joint land use subcommittee (subcommittee) directed by the Council to, among other things, develop a process and list for undertaking work on priorities for land use code revisions; and

WHEREAS, the subcommittee's first phase of work included identifying urgent land use code changes; and

WHEREAS, on October 13, 2020, the City Council endorsed beginning work on this first phase of work; and

WHEREAS, on October 19, 2020, the Design Review Board reviewed the subcommittee draft proposed process revisions and made recommendations to reorder required meetings for projects that require review by the Design Review Board and a pre- application conference such that the preapplication conference is the first step, prior to Design Review Board Conceptual Review and Design Guidance meetings; and

WHEREAS, the Planning Commission considered the proposed changes on October 29, 2020 and separated the land use code changes into two phases, with the second phase including improvements to the preapplication process and the role of the Design Review Board and Planning Commission; and

WHEREAS, two Planning Commissioners joined the existing three member Design Review Board subcommittee to continue development of specific code improvements related to the preapplication phase of the land use permitting process; and

WHEREAS, on December 9 and 16, 2020, the newly formed Planning Commission/Design Review Board subcommittee reviewed and finalized proposed recommended revisions to the preapplication process revision recommendations; and

WHEREAS, the Design Review Board completed their review and recommended final code changes on April 19, 2021; and

WHEREAS, the Planning Commission discussed this Ordinance No. 2021-12 on March 11, April 22, May 13, and May 27, 2021; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance No. 2021-12 on July 8, 2021, and after closing the public hearing, made a recommendation of approval of Ordinance No. 2021-12 to the City Council; and

WHEREAS, notice of a SEPA determination of nonsignificance was issued on July 9, 2021; and

WHEREAS, notice was given on July 28, 2021 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106; and

WHEREAS, the City Council considered this ordinance at its meeting on November 9, 2021; and

WHEREAS, the City Council considered Ordinance No. 2021-12 further on December 14, 2021.

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

Section 1. Section 2.16.020.F of the Bainbridge Island Municipal Code is hereby amended to read as follows:

F. Design Review Board Review.

1. The design review board shall review and make recommendations on all land use applications as set forth in this section. This design process reflects a collaborative effort between an applicant, the design review board, and the community to better incorporate the vision of the city as outlined in the adopted design <u>standards and</u> guidelines.

2. Subsequent to submittal of preapplication materials, the board shall review a proposal for conformance with applicable design <u>standards and</u> guidelines. The board's written recommendations shall be included in the staff report transmitted to the planning commission.

3. A board recommendation is not a decision and there is no city appeal of the recommendation.

Section 2. Section 2.16.020.I of the Bainbridge Island Municipal Code is hereby amended to read as follows:

I. Preapplication Procedure.

1. Subject to certain exemptions, all projects are subject to and must complete the site assessment review process set forth and in accordance with Chapter 15.19 BIMC, and projects requiring a preapplication conference have the option of proceeding with the two processes concurrently. Chapter 15.19 BIMC is designed to ensure that future development integrates low impact development practices to the maximum extent practicable, as required by Chapters 15.19 and 15.20 BIMC.

2. The preapplication conference is an informal discussion between a potential applicant~~, interested citizens,~~ and city staff.~~, and the design review board (if applicable) regarding a proposed project.~~ A preapplication conference shall not include extensive field inspection or correspondence. The purpose of the preapplication conference is to assist the applicant by identifying the following:

a. Requirements for submittal, including types of permits necessary to complete the proposal and whether SEPA review is required, pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21 RCW.

b. Compliance with applicable city plans, goals, policies, codes or guidelines and possible revisions to the proposed project that will enhance the proposal with respect to these requirements.

c. Required plans, studies, reports, and/or other materials specific to the proposal that will provide necessary information for staff to review the project.

d. Whether or not the project will likely qualify as a housing design demonstration project, and/or feedback about how to qualify, if applicable.

3. A preapplication conference may be recommended by the department director for any type of land use application that the director believes may be complex or controversial, but is required prior to submitting an application for the following land use applications unless a waiver is obtained pursuant to this subsection I.3:

a. Minor or major conditional use;

b. Minor or major variance;

c. Minor or major site plan and design review approval;

d. Preliminary long subdivision and short subdivision;

e. Shoreline substantial development permit, shoreline variance, and shoreline conditional use permit;

f. Shoreline substantial development exemption for new shoreline armoring (including bulkheads, revetments, and soft shore designs);

g. Comprehensive plan amendment;

h. Reasonable use exception;

i. Consolidated project review; and

j. Major critical area permit.

4. Except in the case of (a) preliminary short subdivisions and long subdivisions, or (b) shoreline substantial development exemptions or permits for new shoreline armoring (including bulkheads, revetments, and soft shore designs), or (c) where the HDDP process is being used, or (d) where DRB review is required, a preapplication conference may be waived in writing by the director if the director determines the following:

a. The application is consistent with applicable codes and ordinances;

b. The proposed use is clearly listed as a permitted use or a conditional use in the zoning district in which it is located; and

c. The applicant demonstrates knowledge and understanding of the city’s permit processing procedures.

As an additional basis for such a waiver, a preapplication conference may be waived in writing by the director if the director determines that the applicant has attended a consultation meeting within one year of their preapplication meeting, and the director determines that the applicant is in compliance with subsections I.4.a through c of this section.

~~5. In the case of applications where design review board review and a preliminary application conference are required, the land use application shall be reviewed using a two-step preapplication process. As the schedule allows, the applicant shall first meet with the design review board to discuss the design concept, and shall then meet with department staff as described in this section.~~

5. Applications requiring Design Review Board review shall be first reviewed at a department facilitated preapplication conference and followed up by a summary letter that provides application submittal requirements, as described in this section. The applicant shall then meet with the Design Review Board to discuss the design concept and proceed through the design review process.

The preapplication conference application shall be provided to the Design Review Board and the Planning Commission. Up to two members of the Design Review Board and the Planning Commission may attend the preapplication conference with the intent of listening and reporting the proposal to the full Design Review Board and Planning Commission at a subsequent meeting.

6. The review process for long subdivisions, major site plan and design review permits, and major conditional use permits shall include a public participation meeting following the procedures outlined in Resolution No. ~~2010-32~~ 2021-07. The meeting will be held after the ~~design review board meeting, if one is required, the preapplication conference phase of the project~~ Design Review Board Concept Review, during the project proposal phase.

7. An applicant shall arrange for a preapplication conference by submitting forms and plans as required in the administrative manual, and the Design for Bainbridge appendices where design review is required.

Section 3. Section 2.16.020.S.3 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

3. Review and Approval Process. Housing design demonstration project applications shall be reviewed as specified in the same manner as other applications for the same type of underlying land use permit (see BIMC 2.16.030 through 2.16.210), with additional review steps done in the order ~~below as outlined in this subsection.~~ outlined in BIMC 2.16.040 (site plans and design review), 2.16.070 (short subdivisions), 2.16.110 (major conditional use permits), 2.16.125 (preliminary long subdivisions), and as outlined in this subsection.

a. Conceptual Proposal Review. Applicants proposing a demonstration project shall meet with city staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The conceptual proposal review is an informal discussion between the applicant and city staff regarding a proposed project. There are no required application materials for this stage. Applicants shall contact the planning department staff to request a meeting, and the meeting shall be scheduled by staff for no more than three weeks after the request date. The purpose of the conceptual proposal review is to determine if the proposal is eligible to be considered as an application for a housing design demonstration project and to assist the applicant by identifying (i) requirements for submittal, including types of supplemental materials for application; (ii) compliance with applicable city plans, goals, policies, codes, or guidelines and possible revisions to the project that will enhance the proposal with respect to these requirements; (iii) areas of BIMC Title 17, Subdivisions, and BIMC Title 18, Zoning, where the applicant seeks flexibility; and (iv) required plans, studies, reports, and/or other materials specific to the proposal that will provide necessary information for staff and the design review board, and to review the project under the criteria outlined in subsection S.4 of this section.

~~b. Public Participation Program. The applicant is required to participate in one or more community meetings, either through (i) the city's public participation program following the procedures outlined in Resolution Nos. 2010-32 and 2001-11, or (ii) an equivalent public meeting that includes participation by city staff, as approved by the director.~~

~~c~~b. Preapplication Conference. The applicant shall apply for a preapplication conference pursuant to subsection I of this section. Housing design demonstration projects shall be reviewed by both staff and the design review board, pursuant to subsection F of this section. The applicant shall submit an HDDP proposal consistent with the requirements in the administrative manual. The applicant shall consider input received during the public meetings and conceptual review with city staff in crafting the proposal. The proposal will be evaluated pursuant to subsection S.4 of this section by city staff with the design review board serving in an advisory role, in addition to their review of applicable design guidelines. The director shall prepare written findings of facts, and applicants will receive preliminary notification from the director whether the proposal will qualify as a housing design demonstration project, or feedback about how to improve the proposal to qualify. If the applicant changes the

proposal in any significant manner other than a response to feedback from the public meeting, conceptual review, or the preapplication review, an additional preapplication conference may be required.

~~d~~c. Application Submittal. An applicant may submit a land use permit application (subdivision, site plan and design review, or conditional use permit) for a housing design demonstration project after completion of a required conceptual and preapplication review and notification by the city that the proposal qualifies as a housing design demonstration project. Upon receipt of an application, the director shall provide notice to the applicant and public in accordance with subsection M of this section and commence the application review process. Housing design demonstration projects that require more than one land use permit must utilize the consolidated project review process outlined in BIMC 2.16.170. All housing design demonstration project applications, including subdivisions, shall be reviewed by the design review board and the planning commission at public meetings. The design review board and the planning commission shall make recommendations on all housing design demonstration projects.

~~e~~d. Permit Decision. The decision to approve or deny a housing design demonstration project shall be made as part of underlying land use permit approval. The decision shall be based upon the decision criteria of the underlying planning permit, and the decision criteria outlined in subsection S.5 of this section. Housing design demonstration project approval conditions shall be included in the final permit approval and shall address any ongoing compliance requirements, including compliance with approved design plans. The city may require that the applicant record covenants to ensure ongoing compliance or maintenance for required project components.

~~f~~e. Building Permit. The applicant shall submit a building permit that is consistent with all conditions of the land use permit approval. The applicant shall also submit documentation that the project has applied for required certification by a green building rating system, such as Evergreen Sustainable Development, LEED, or BuiltGreen. Proof of ongoing certification shall be required during construction and project certification must be completed prior to final occupancy.

~~g~~f. Living Building Challenge. For projects pursuing the Living Building Challenge standard of the International Living Building Institute, the applicant must show proof

of pursuing ongoing certification during construction for all required elements. After construction, and prior to issuance of the certificate of occupancy, the applicant must show proof of initial project compliance as to the site, materials, indoor quality and beauty/inspiration components of the Living Building Challenge and that the project is likely to achieve the elements of energy and water following 12 months of occupancy as required under Living Building Challenge certification. For those elements of energy and water that require occupancy of the building for 12 months for Living Building Challenge certification, the applicant must submit a report to the city following 12 months of occupancy, demonstrating its progress towards meeting these remaining elements of the Living Building Challenge standard. If certification of those elements has not been achieved, the applicant must provide quarterly reports of progress towards certification of these elements, including additional steps and timeline that will be taken to achieve certification.

Section 4. Sections 2.16.040.D and E of the Bainbridge Island Municipal Code are hereby amended to read as follows:

D. Review Procedures – Proposal Stage. Review of site plan and design review proposals shall include all of the following in the order listed:

~~1. Conceptual Proposal Review Meeting. The conceptual proposal review meeting is a means of screening proposals in their earliest stages of design before proponents are committed to a particular design. The conceptual proposal meeting is an opportunity to ensure that the proponent understands the objectives of the review process, design guidelines, and comprehensive plan goals and policies. This early touch allows review bodies to dialogue in an informal manner with the applicant, review the design guidelines and comprehensive plan goals and policies applicable to the site, and explore design concepts and/or options. It is also a means for staff to acquaint the prospective applicant with the procedural steps for subdivision review. The conceptual proposal review meeting will be held at a meeting of the design review board. Submittal requirements are described in the administrative manual, and include a statement of intent, site analysis, and context map. An applicant may request a waiver from the conceptual proposal review meeting if the applicant demonstrates knowledge and understanding of the city's permit processing procedures.~~

~~2. Design Guidance Review Meeting. The design guidance review meeting is intended to provide input and guidance to an applicant on consistency with applicable design guidelines and comprehensive plan goals and policies, including recommendations for how the project could be revised to achieve greater consistency. The applicant should also make known the potential need and rationale for any departure from the design guidelines or the city of Bainbridge Island design and construction standards and specifications. The design guidance review meeting will be held at a meeting of the design review board. Requirements are described in the administrative manual and include a schematic design and completed design guidelines checklist.~~

~~3. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I. As part of the preapplication phase, applicants are required to participate in a community meeting through the city's public participation program outlined in Resolution No. 2010-32, except that the community meeting shall be held at a planning commission meeting. The preapplication conference application shall be provided to the design review board.~~

1. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I.

2. Conceptual Review. The Conceptual Review will be held at a meeting of the Design Review Board. The applicant will present a short project description, zoning summary, and a thorough narrative of design context in accordance with the *Design for Bainbridge* manual and appendices. This meeting is a means of providing feedback on projects in their earliest stages before applicants are committed to a particular design. The Conceptual Review is an opportunity to ensure that the applicant understands the design review process, and the design standards and guidelines. This early touch allows the Design Review Board and applicant to consider optional concepts for a project that may be better suited to the Island community, to dialogue in an informal manner with the applicant, and review the design standards and guidelines applicable to the project. Project design submittal requirements are described in the *Design for Bainbridge* appendices.

3. Public Participation Meeting. As part of the project proposal phase, applicants are required to participate in a community meeting through the city's public participation program at a Planning Commission meeting and as outlined in Resolution No. 2021-07. The Public Participation Meeting is a meeting of public engagement, and the applicant's opportunity to respond to questions, comments, and assessments of the proposed project. A second Public Participation Meeting may be required if significant project changes occur after completion of the Design Guidance Review.

4. Design Guidance Review. The Design Guidance Review will be held at a meeting of

the Design Review Board. The Design Guidance Review meeting is intended to provide input and guidance to an applicant that the proposed project is responding adequately to the *Design for Bainbridge* standards and guidelines, including recommendations for how the project could be revised to achieve greater consistency. The applicant shall also make known the potential need and rationale for any departure from the design standards and guidelines. The design submittal requirements are described in the *Design for Bainbridge* appendices. Additional design guidance review may be required if significant project changes occur after the initial Design Guidance Review.

5. Final Design Review and Recommendation. The Design Review Board reviews and makes a final determination of project consistency with *Design for Bainbridge* standards and guidelines. The Design Review Board will forward written findings, their determination of the project's consistency with the standards and guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific standards or guidelines. The Design Review Board's written findings will be included in the staff report transmitted to the director or Planning Commission. The Design Review Board shall recommend approval, approval with conditions or departures, or denial. A Design Review Board recommendation is not a final decision and therefore there is no appeal of the recommendation. The Planning Commission may determine that additional design review is required if significant project changes occur following the Final Design Review and Recommendation.

E. Review Procedures – Application Stage. Review of site plan and design review applications shall include all of the following:

1. Application. An applicant may submit an application for site plan and design review at any time after completion of the required steps in subsection D of this section or approval of a waiver in accordance with BIMC 2.16.020.I.3 or I.4 or subsection D.1 of this section. The applicant shall submit a complete application with all required submittal requirements listed in the administrative manual.

2. Review by Kitsap Public Health District.

a. Upon receipt of the application and determination of completeness, the director shall transmit a copy of the application to the health district.

b. The health district shall provide written recommendation of approval, approval with conditions, or disapproval of the preliminary long subdivision application pursuant to the decision criteria in subsection F of this section.

3. Review by City Engineer.

a. Upon receipt of the application and determination of completeness, the director shall transmit a copy of the application to the city engineer.

b. The city engineer shall provide written recommendation of approval, approval with conditions, or disapproval of the preliminary long subdivision application pursuant to the decision criteria in subsection F of this section.

~~4. Review and Recommendation by Design Review Board.~~

~~a. The purpose of the design review board review and recommendation meeting is to review a proposed project for compliance with applicable design guidelines and to ensure that the project reflects any revisions recommended by the design review board at the design guidance review meeting. The design review board will also consider any requested departures from the design guidelines.~~

~~b. The design review board will forward written findings, their determination of the project's consistency with the design guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific design guidelines. The design review board's written findings will be included in the staff report transmitted to the director or planning commission.~~

~~c. A design review board recommendation is not a final decision and therefore there is no appeal of the recommendation.~~

~~5~~4. Review and Recommendation by Planning Commission.

a. In the case of a major site plan and design review application, the planning commission shall review the application prior to the review and final decision by the director.

b. The purpose of the planning commission review and recommendation meeting is to review a proposed project for consistency with applicable design guidelines, BIMC Title 17, and the comprehensive plan.

c. The planning commission shall consider the application at a public meeting where public comments will be taken. The planning commission shall recommend approval, approval with conditions or denial of an application. In making a recommendation, the planning commission shall consider the applicable decision criteria, all other

applicable law, and the recommendation of the design review board. If the applicable criteria are not met, the planning commission shall recommend the proposal be modified or denied.

d. The design review board's recommendation shall hold substantial weight in the consideration of the application by the planning commission. Any deviation from the recommendation shall be documented in their written findings of facts and conclusions.

e. The planning commission will forward its written findings of facts and conclusions, their determination of the project's consistency with the comprehensive plan, and their recommendation, including any conditions attached by the planning commission and design review board, to the staff planner. The planning commission's written findings will be included in the staff report transmitted to the director. The planning commission's recommendation shall be given substantial weight by the director in making a decision.

f. A planning commission recommendation is not a final decision and therefore there is no appeal of the recommendation.

~~6~~5. Review and Approval by Director.

a. The director shall review the application materials, information provided by the health district and city engineer, staff report, any public comments received, the recommendations of the design review board and, in the case of major site plan and design review applications, the recommendations of the planning commission, and shall make a final decision based on:

i. In the case of a minor site plan and design review application, the final decision on an application is made by the director based on (A) decision criteria in subsection F of this section, (B) the DRB recommendation, and (C) consideration of any public comments received.

ii. In the case of a major site plan and design review application, the director will make the final decision based on (A) the decision criteria in subsection F of this section, (B) the recommendation of the planning commission, (C) the recommendation of the design review board, and (D) consideration of any public comments received. The design review board and planning commission's

recommendation shall hold substantial weight in the consideration of the application by the director. Any deviation from that recommendation shall be documented in the director's report.

b. The director shall make compliance with the recommendations of the design review board and/or planning commission a condition of approval, unless the director concludes that the recommendations:

i. Reflect inconsistent application of design guidelines or any applicable provisions of this code;

ii. Exceed the authority of the design review board or planning commission;

iii. Conflict with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflict with requirements of local, state, or federal law.

c. The director shall adopt a planning commission recommendation of denial of an application unless the director concludes that the recommendation:

i. Reflects inconsistent application of design guidelines, the comprehensive plan, or any applicable provisions of this code;

ii. Exceeds the authority of the design review board or planning commission;

iii. Conflicts with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflicts with requirements of local, state, or federal law.

~~7~~6. Relationship to Other Land Development Applications – Consolidated Project Review.

a. If requested by the applicant, a site plan and design review application that is part of a proposal requiring multiple land use permits may be combined in a consolidated project review. Related applications requiring a public hearing shall be considered at one public hearing in accordance with BIMC 2.16.170.

b. If a site plan and design review application is part of a consolidated project, the director will review the site plan and design review application as prescribed under

subsection E.6.a or E.6.b of this section, as appropriate, and forward the findings and decision to the appropriate hearing body for any required public hearing.

Section 5. Sections 2.16.070.D and E of the Bainbridge Island Municipal Code are hereby amended to read as follows:

D. Review Procedures – Proposal Stage. Review of short subdivision proposals shall include all of the following in the order listed except that the division or redivision of land into two lots shall not be required to comply with subsections D.~~1~~2, ~~and~~ D.~~2~~3, and D.5 of this section:

~~1. Conceptual Proposal Review Meeting. The conceptual proposal review meeting is a means of screening short subdivision proposals in their earliest stages of design before proponents are committed to a particular design. The conceptual proposal meeting is an opportunity to ensure that the proponent understands the objectives of the review process, design guidelines, and comprehensive plan goals and policies. This early touch allows review bodies to dialogue in an informal manner with the applicant, review the design guidelines and comprehensive plan goals and policies applicable to the site, and explore design concepts and/or options. It is also a means for staff to acquaint the prospective applicant with the procedural steps for subdivision review. The conceptual proposal review meeting will be held at a meeting of the design review board. Submittal requirements are described in the administrative manual, and include a statement of intent, site analysis, and context map. An applicant may request a waiver from the conceptual proposal review meeting if the applicant demonstrates knowledge and understanding of the city's permit processing procedures.~~

~~2. Design Guidance Review Meeting. The design guidance review meeting is intended to provide input and guidance to an applicant on consistency with applicable design guidelines and comprehensive plan goals and policies, including recommendations for how the project could be revised to achieve greater consistency. The applicant should also make known the potential need and rationale for any departure from the design guidelines or the city of Bainbridge Island design and construction standards and specifications. The design guidance review meeting will be held at a meeting of the design review board. Submittal requirements are described in the administrative manual and include documentation of the four-step design process, schematic design, and completed subdivision design guidelines checklist. The four-step design process includes:~~

~~a. Delineate Natural Space. The applicant shall prioritize natural resources on the site in terms of their highest to least appropriateness for inclusion in the proposed natural area. On the basis of those priorities and practical considerations given to the site's configuration, its context in relation to natural areas on adjoining and neighboring properties, and the applicant's subdivision objectives, natural space shall be delineated in a manner clearly indicating boundaries as well as the types of resources. The amount of natural space required is provided in Chapter 17.12 BIMC.~~

~~b. Locate Homesites and Community Space. After delineating natural space, homesite areas and community space shall be identified (a "sketch" diagram is acceptable), using the site analysis and context maps produced for the conceptual proposal review meeting as a base map. The amount of community space required is provided in Chapter 17.12 BIMC.~~

~~c. Define Access. After locating the natural space, homesites, and community space, the access network shall be defined. The access network shall provide a safe, convenient, and efficient system for vehicular, pedestrian and bicycle circulation and minimize impacts on proposed natural space.~~

~~d. Draw Lot Lines. Upon completion of the preceding three steps, draw lot lines to delineate the boundaries of individual lots.~~

~~3. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I.~~

1. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I.

2. Conceptual Review. The Conceptual Review will be held at a meeting of the Design Review Board. The applicant will present a short project description, zoning summary, and a thorough narrative of design context in accordance with the *Design for Bainbridge* manual and appendices. This meeting is a means of providing feedback on projects in their earliest stages before applicants are committed to a particular design. The Conceptual Review is an opportunity to ensure that the applicant understands the design review process, and the design standards and guidelines. This early touch allows the Design Review Board and applicant to consider optional concepts for a project that may be better suited to the Island community, to dialogue in an informal manner with the applicant, and review the design standards and guidelines applicable to the project. Project design submittal requirements are described in the *Design for Bainbridge* appendices.

3. Public Participation Meeting. As part of the project proposal phase, applicants are required to participate in a community meeting through the city's public participation program at a Planning Commission meeting and as outlined in Resolution No. 2021-07. The Public Participation Meeting is a meeting of public engagement, and the applicant's opportunity to respond to questions, comments, and assessments of the proposed project. A second Public Participation Meeting may be required if significant project changes occur after completion of the Design Guidance Review.

4. Design Guidance Review. The Design Guidance Review will be held at a meeting of the Design Review Board. The Design Guidance Review meeting is intended to provide input and guidance to an applicant that the proposed project is responding adequately to the *Design for Bainbridge* standards and guidelines, including recommendations for how the project could be revised to achieve greater consistency. The applicant shall also make known the potential need and rationale for any departure from the design standards and guidelines. The design submittal requirements are described in the *Design for Bainbridge* appendices and the administrative manual and include documentation of the four-step design process, schematic design, and completed subdivision design guidelines checklist. The four-step design process includes:

a. Delineate Natural Space. The applicant shall prioritize natural resources on the site in terms of their highest to least appropriateness for inclusion in the proposed natural area. On the basis of those priorities and practical considerations given to the site's configuration, its context in relation to natural areas on adjoining and neighboring properties, and the applicant's subdivision objectives, natural space shall be delineated in a manner clearly indicating boundaries as well as the types of resources. The amount of natural space required is provided in Chapter 17.12 BIMC.

b. Locate Homesites and Community Space. After delineating natural space, homesite areas and community space shall be identified (a "sketch" diagram is acceptable), using the site analysis and context maps produced for the conceptual proposal review meeting as a base map. The amount of community space required is provided in Chapter 17.12 BIMC.

c. Define Access. After locating the natural space, homesites, and community space, the access network shall be defined. The access network shall provide a safe, convenient, and efficient system for vehicular, pedestrian, and bicycle circulation and minimize impacts on proposed natural space.

d. Draw Lot Lines. Upon completion of the preceding three steps, draw lot lines to delineate the boundaries of individual lots.

Additional design guidance review may be required if significant project changes occur after the initial Design Guidance Review.

5. Final Design Review and Recommendation. The Design Review Board reviews and

makes a final determination of project consistency with *Design for Bainbridge* standards and guidelines. The Design Review Board will forward written findings, their determination of the project's consistency with the standards and guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific standards or guidelines. The Design Review Board's written findings will be included in the staff report transmitted to the director or Planning Commission. The Design Review Board shall recommend approval, approval with conditions or departures, or denial. A Design Review Board recommendation is not a final decision and therefore there is no appeal of the recommendation. The Planning Commission may determine that additional design review is required if significant project changes occur following the Final Design Review and Recommendation.

E. Review Procedures – Application Stage. Review of short subdivision applications shall include all of the following:

1. Application. An applicant may submit an application for a short subdivision at any time after completion of the required steps in subsection D of this section or approval of a waiver in accordance with BIMC 2.16.020.I.3 or I.4 or subsection D.1 of this section. The applicant shall submit a complete application with all required submittal requirements listed in the administrative manual.

2. Review by Kitsap Public Health District.

a. Upon receipt of the application and determination of completeness, the director shall transmit a copy of the application to the health district.

b. The health district shall provide written recommendation of approval, approval with conditions, or disapproval of the preliminary short subdivision application pursuant to the decision criteria in subsection F of this section.

3. Review by City Engineer.

a. Upon receipt of the application and determination of completeness, the director shall transmit a copy of the application to the city engineer.

b. The city engineer shall provide written recommendation of approval, approval with conditions, or disapproval of the preliminary short subdivision application pursuant to the decision criteria in subsection F of this section.

~~4. Review and Recommendation by Design Review Board.~~

~~a. Review and recommendation by the design review board is optional. The director shall determine whether review is necessary based on the major issues and specific aspects of the project and any written public comments received during the public comment period.~~

~~b. The purpose of the design review board review and recommendation meeting is to review a proposed project for compliance with applicable design guidelines and to ensure that the project reflects any revisions recommended by the design review board at the design guidance review meeting. The design review board will also consider any requested departures from the design guidelines.~~

~~c. The design review board will forward written findings, their determination of the project's consistency with the design guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific design guidelines. The design review board's written findings, conclusions, and recommendation will be included in the staff report transmitted to the director or planning commission.~~

~~d. A design review board recommendation is not a final decision and therefore there is no appeal of the recommendation.~~

~~5~~4. Review and Recommendation by Planning Commission.

a. Review and recommendation by the planning commission is optional. The director shall determine whether review is necessary based on the major issues and specific aspects of the project, the design review board recommendation, and any written public comments received during the public comment period.

b. The purpose of the planning commission review and recommendation meeting is to review a proposed project for consistency with applicable design guidelines, BIMC Titles 17 and 18, and the comprehensive plan.

c. The planning commission shall consider the application at a public meeting where public comments will be taken. The planning commission shall recommend approval, approval with conditions or denial of an application. In making a recommendation, the

planning commission shall consider the applicable decision criteria, all other applicable law, and the recommendation of the design review board. If the applicable criteria are not met, the planning commission shall recommend the proposal be modified or denied.

d. The design review board's recommendation shall hold substantial weight in the consideration of the application by the planning commission. Any deviation from the recommendation shall be documented in their written findings of facts and conclusions.

e. The planning commission will forward its written findings of facts and conclusions, their determination of the project's consistency with the comprehensive plan, and their recommendation, including any conditions attached by the planning commission and design review board, to the staff planner. The planning commission's written findings, conclusions and recommendation will be included in the staff report transmitted to the director.

f. A planning commission recommendation is not a final decision and therefore there is no appeal of the recommendation.

~~6~~5. Review and Approval by Director.

a. The director shall review the application materials, information provided by the health district and city engineer, staff report, any public comments received, the recommendations of the design review board and the recommendations of the planning commission.

b. The director will make the final decision based on (i) the decision criteria in subsection F of this section, (ii) the recommendation of the planning commission, (iii) the recommendation of the design review board, and (iv) consideration of any public comments received. The design review board and planning commission's recommendation shall hold substantial weight in the consideration of the application by the director. Any deviation from that recommendation shall be documented in the director's report.

c. The director shall make compliance with the recommendations of the design review board and/or planning commission a condition of approval, unless the director concludes that the recommendations:

i. Reflect inconsistent application of design guidelines or any applicable provisions of this code;

ii. Exceed the authority of the design review board or planning commission;

iii. Conflict with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflict with requirements of local, state, or federal law

d. The director shall prepare written findings of facts and conclusions in support of the decision made. If the director disapproves the application he or she shall provide a written explanation of the reasons for the disapproval to the applicant.

Section 6. Sections 2.16.110.D and E of the Bainbridge Island Municipal Code are hereby amended to read as follows:

D. Review Procedures – Proposal Stage. Review of major conditional use permit proposals shall include all of the following in the order listed:

~~1. Conceptual Proposal Review Meeting. The conceptual proposal review meeting is a means of screening proposals in their earliest stages of design before proponents are committed to a particular design. The conceptual proposal meeting is an opportunity to ensure that the proponent understands the objectives of the review process, design guidelines, and comprehensive plan goals and policies. This early touch allows review bodies to dialogue in an informal manner with the applicant, review the design guidelines and comprehensive plan goals and policies applicable to the site, and explore design concepts and/or options. It is also a means for staff to acquaint the prospective applicant with the procedural steps for subdivision review. The conceptual proposal review meeting will be held at a meeting of the design review board. Submittal requirements are described in the administrative manual, and include a statement of intent, site analysis, and context map. An applicant may request a waiver from the conceptual proposal review meeting if the applicant demonstrates knowledge and understanding of the city's permit processing procedures.~~

~~2. Design Guidance Review Meeting. The design guidance review meeting is intended to provide input and guidance to an applicant on consistency with applicable design guidelines and comprehensive plan goals and policies, including recommendations for how~~

~~the project could be revised to achieve greater consistency. The applicant should also make known the potential need and rationale for any departure from the design guidelines or the city of Bainbridge Island design and construction standards and specifications. The design guidance review meeting will be held at a meeting of the design review board. Requirements are described in the administrative manual and include a schematic design and completed design guidelines checklist.~~

~~3. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I. As part of the preapplication phase, applicants are required to participate in a community meeting through the city's public participation program outlined in Resolution No. 2010-32, except that the community meeting shall be held at a planning commission meeting. The preapplication conference application shall be provided to the design review board.~~

1. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I.

2. Conceptual Review. The Conceptual Review will be held at a meeting of the Design Review Board. The applicant will present a short project description, zoning summary, and a thorough narrative of design context in accordance with the *Design for Bainbridge* manual and appendices. This meeting is a means of providing feedback on projects in their earliest stages before applicants are committed to a particular design. The Conceptual Review Meeting is an opportunity to ensure that the applicant understands the design review process, and the design standards and guidelines. This early touch allows the Design Review Board and applicant to consider optional concepts for a project that may be better suited to the Island community, to dialogue in an informal manner with the applicant, and review the design standards and guidelines applicable to the project. Project design submittal requirements are described in the administrative manual and include a statement of intent, site analysis, and context map. An applicant may request a waiver from the conceptual proposal review if the applicant demonstrates knowledge and understanding of the city's permit processing procedures.

3. Public Participation Meeting. As part of the project proposal phase, applicants are required to participate in a community meeting through the city's public participation program at a Planning Commission meeting and as outlined in Resolution No. 2021-07. The Public Participation Meeting is a meeting of public engagement, and the applicant's opportunity to respond to questions, comments, and assessments of the proposed project. A second Public Participation Meeting may be required if significant project changes occur after completion of the Design Guidance Review.

4. Design Guidance Review. The Design Guidance Review will be held at a meeting of the Design Review Board. The Design Guidance Review meeting is intended to provide

input and guidance to an applicant that the proposed project is responding adequately to the *Design for Bainbridge* standards and guidelines, including recommendations for how the project could be revised to achieve greater consistency. The applicant shall also make known the potential need and rationale for any departure from the design standards and guidelines and construction standards and specifications. Submittal requirements are described in the administrative manual and include a schematic design and completed design guidelines checklist. Additional design guidance review may be required if significant project changes occur after the initial Design Guidance Review.

5. Final Design Review and Recommendation. The Design Review Board reviews and makes a final determination of project consistency with *Design for Bainbridge* standards and guidelines. The Design Review Board will forward written findings, their determination of the project's consistency with the standards and guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific standards or guidelines. The Design Review Board's written findings will be included in the staff report transmitted to the director or Planning Commission. The Design Review Board shall recommend approval, approval with conditions or departures, or denial. A Design Review Board recommendation is not a final decision and therefore there is no appeal of the recommendation. The Planning Commission may determine that additional design review is required if significant project changes occur following the Final Design Review and Recommendation.

E. Review Procedures – Application Stage. Review major conditional use permit applications shall include all of the following:

1. Application. An applicant may submit an application for a major conditional use permit at any time after completion of the required steps in subsection D of this section or approval of a waiver in accordance with BIMC 2.16.020.I.3 or I.4 or subsection D.1 of this section. The applicant shall submit a complete application with all required submittal requirements listed in the administrative manual.

~~2. Review and Recommendation by Design Review Board.~~

~~a. The purpose of the design review board review and recommendation meeting is to review a proposed project for compliance with applicable design guidelines and to ensure that the project reflects any revisions recommended by the design review board at the design guidance review meeting. The design review board will also consider any requested departures from the design guidelines.~~

~~b. The design review board will forward written findings, their determination of the project's consistency with the design guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific design guidelines. The design review board's written findings will be included in the staff report transmitted to the director or planning commission.~~

~~c. A design review board recommendation is not a final decision and therefore there is no appeal of the recommendation.~~

~~3~~2. Review and Recommendation by Planning Commission.

a. In the case of a major conditional use permit application, the planning commission shall review the application prior to the review and final decision by the director.

b. The purpose of the planning commission review and recommendation meeting is to review a proposed project for consistency with applicable design guidelines, BIMC Title 17, and the comprehensive plan.

c. The planning commission shall consider the application at a public meeting where public comments will be taken. The planning commission shall recommend approval, approval with conditions or denial of an application. In making a recommendation, the planning commission shall consider the applicable decision criteria, all other applicable law, and the recommendation of the design review board. If the applicable criteria are not met, the planning commission shall recommend the proposal be modified or denied.

d. The design review board's recommendation shall hold substantial weight in the consideration of the application by the planning commission. Any deviation from the recommendation shall be documented in their written findings of facts and conclusions.

e. The planning commission will forward its written findings of facts and conclusions, their determination of the project's consistency with the comprehensive plan, and their recommendation, including any conditions attached by the planning commission and design review board, to the staff planner. The planning commission's written findings will be included in the staff report transmitted to the director.

f. A planning commission recommendation is not a final decision and therefore there is no appeal of the recommendation.

~~4~~3. Review by Director.

a. The director shall review the application materials, staff report, and the recommendations of the planning commission and shall prepare a report to the hearing examiner recommending approval, approval with conditions, or disapproval of the application.

b. The planning commission's recommendation shall hold substantial weight in the consideration of the application by the director. Any deviation from that recommendation shall be documented in the director's report.

c. The director shall adopt a planning commission recommendation of denial of an application unless the director concludes that the recommendation:

i. Reflects inconsistent application of design guidelines, the comprehensive plan, or any applicable provisions of this code;

ii. Exceeds the authority of the design review board or planning commission;

iii. Conflicts with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflicts with requirements of local, state, or federal law.

~~5~~4. Review and Public Hearing with Hearing Examiner.

a. The hearing examiner shall consider the application materials and the director's recommendation at a public hearing following the procedures of BIMC 2.16.100.C and applicable provisions of BIMC 2.16.020.

b. The hearing examiner shall make compliance with the recommendations of the planning commission a condition of approval, unless the hearing examiner concludes that the recommendations:

i. Reflect inconsistent application of design guidelines or any applicable provisions of this code;

ii. Exceed the authority of the design review board or planning commission;

iii. Conflict with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflict with requirements of local, state, or federal law.

c. The hearing examiner shall adopt a planning commission recommendation of denial of an application unless the hearing examiner concludes that the recommendation:

i. Reflects inconsistent application of design guidelines, the comprehensive plan, or any applicable provisions of this code;

ii. Exceeds the authority of the design review board or planning commission;

iii. Conflicts with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflicts with requirements of local, state, or federal law.

d. The hearing examiner may approve, approve with conditions, deny, or remand an application.

Section 7. Section 2.16.125.D and E of the Bainbridge Island Municipal Code are hereby amended to read as follows:

D. Review Procedures – Proposal Stage. Review of long subdivision proposals shall include all of the following <u>in the order listed</u>:

~~1. Conceptual Proposal Review Meeting. The conceptual proposal review meeting is a means of screening long subdivision proposals in their earliest stages of design before proponents are committed to a particular design. The conceptual proposal meeting is an opportunity to ensure that the proponent understands the objectives of the review process, design guidelines, and comprehensive plan goals and policies. This early touch allows review bodies to dialogue in an informal manner with the applicant, review the design guidelines and comprehensive plan goals and policies applicable to the site, and explore design concepts and/or options. It is also a means for staff to acquaint the prospective applicant with the procedural steps for subdivision review. The conceptual proposal review meeting will be held at a meeting of the design review board. Submittal requirements are~~

described in the administrative manual, and include a statement of intent, site analysis, and context map. An applicant may request a waiver from the conceptual proposal review meeting if the applicant demonstrates knowledge and understanding of the city's permit processing procedures.

2. Design Guidance Review Meeting. The design guidance review meeting is intended to provide input and guidance to an applicant on consistency with applicable design guidelines and comprehensive plan goals and policies, including recommendations for how the project could be revised to achieve greater consistency. The applicant should also make known the potential need and rationale for any departure from the design guidelines or the city of Bainbridge Island design and construction standards and specifications. The design guidance review meeting will be held at a meeting of the design review board. Submittal requirements are described in the administrative manual and include documentation of the four-step design process, schematic design, and completed subdivision design guidelines checklist. The four-step design process includes:

a. Delineate Natural Space. The applicant shall prioritize natural resources on the site in terms of their highest to least appropriateness for inclusion in the proposed natural area. On the basis of those priorities and practical considerations given to the site's configuration, its context in relation to natural areas on adjoining and neighboring properties, and the applicant's subdivision objectives, natural space shall be delineated in a manner clearly indicating boundaries as well as the types of resources. The amount of natural space required is provided in Chapter 17 BIMC.

b. Locate Homesites and Community Space. After delineating natural space, homesite areas and community space shall be identified (a "sketch" diagram is acceptable), using the site analysis and context maps produced for the conceptual proposal review meeting as a base map. The amount of community space required is provided in Chapter 17.12 BIMC.

c. Define Access. After locating the natural space, homesites, and community space, the access network shall be defined. The access network shall provide a safe, convenient, and efficient system for vehicular, pedestrian and bicycle circulation and minimize impacts on proposed natural space.

d. Draw Lot Lines. Upon completion of the preceding three steps, draw lot lines to delineate the boundaries of individual lots.

~~3. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I. As part of the preapplication phase, applicants are required to participate in a community meeting through the city's public participation program outlined in Resolution No. 2010-32, except that the community meeting shall be held at a planning commission meeting. The preapplication conference application shall be provided to the design review board and planning commission.~~

1. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I.

2. Conceptual Review. The Conceptual Review will be held at a meeting of the Design Review Board. The applicant will present a short project description, zoning summary, and a thorough narrative of design context in accordance with the *Design for Bainbridge* manual and appendices. This meeting is a means of providing feedback on projects in their earliest stages before applicants are committed to a particular design. The Conceptual Review is an opportunity to ensure that the applicant understands the design review process, and the design standards and guidelines. This early touch allows the Design Review Board and applicant to consider optional concepts for a project that may be better suited to the Island community, to dialogue in an informal manner with the applicant, and review the design standards and guidelines applicable to the project. Project design submittal requirements are described in the *Design for Bainbridge* appendices and administrative manual, and include a statement of intent, site analysis, and context map. An applicant may request a waiver from the conceptual proposal review meeting if the applicant demonstrates knowledge and understanding of the city's permit processing procedures.

3. Public Participation Meeting. As part of the project proposal phase, applicants are required to participate in a community meeting through the city's public participation program at a Planning Commission meeting and as outlined in Resolution No. 2021-07. The Public Participation Meeting is a meeting of public engagement, and the applicant's opportunity to respond to questions, comments, and assessments of the proposed project. A second Public Participation Meeting may be required if significant project changes occur after completion of the Design Guidance Review.

4. Design Guidance Review. The Design Guidance Review will be held at a meeting of the Design Review Board. The Design Guidance Review meeting is intended to provide input and guidance to an applicant that the proposed project is responding adequately to the *Design for Bainbridge* standards and guidelines, including recommendations for how the project could be revised to achieve greater consistency. The applicant shall also make known the potential need and rationale for any departure from the design standards and guidelines. The design submittal requirements are described in the *Design for Bainbridge* appendices and the administrative manual and include documentation of the four-step design process, schematic design, and completed subdivision design guidelines checklist. The four-step design process includes:

a. Delineate Natural Space. The applicant shall prioritize natural resources on the site in terms of their highest to least appropriateness for inclusion in the proposed natural area. On the basis of those priorities and practical considerations given to the site's configuration, its context in relation to natural areas on adjoining and neighboring properties, and the applicant's subdivision objectives, natural space shall be delineated in a manner clearly indicating boundaries as well as the types of resources. The amount of natural space required is provided in Chapter 17.12 BIMC.

b. Locate Homesites and Community Space. After delineating natural space, homesite areas and community space shall be identified (a "sketch" diagram is acceptable), using the site analysis and context maps produced for the conceptual proposal review meeting as a base map. The amount of community space required is provided in Chapter 17.12 BIMC.

c. Define Access. After locating the natural space, homesites, and community space, the access network shall be defined. The access network shall provide a safe, convenient, and efficient system for vehicular, pedestrian, and bicycle circulation and minimize impacts on proposed natural space.

d. Draw Lot Lines. Upon completion of the preceding three steps, draw lot lines to delineate the boundaries of individual lots.

Additional design guidance review may be required if significant project changes occur after the initial Design Guidance Review.

5. Final Design Review and Recommendation. The Design Review Board reviews and makes a final determination of project consistency with *Design for Bainbridge* standards and guidelines. The Design Review Board will forward written findings, their determination of the project's consistency with the standards and guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific standards or guidelines. The Design Review Board's written findings will be included in the staff report transmitted to the director or Planning Commission. The Design Review Board shall recommend approval, approval with conditions or departures, or denial. A Design Review Board recommendation is not a final decision and therefore there is no appeal of the recommendation. The Planning Commission may determine that additional design review is required if significant project changes occur following the Final Design Review and Recommendation.

E. Review Procedures – Application Stage. Review of long subdivision applications shall include all of the following:

1. Application. An applicant may submit an application for a long subdivision at any time after completion of the required steps in subsection D of this section or approval of a

waiver in accordance with BIMC 2.16.020.I.3 or I.4 or subsection D.1 of this section. The applicant shall submit a complete application with all required submittal requirements listed in the administrative manual.

2. Review by Kitsap Public Health District.

a. Upon receipt of the application and determination of completeness, the director shall transmit a copy of the application to the health district.

b. The health district shall provide written recommendation of approval, approval with conditions, or disapproval of the preliminary long subdivision application pursuant to the decision criteria in subsection F of this section.

3. Review by City Engineer.

a. Upon receipt of the application and determination of completeness, the director shall transmit a copy of the application to the city engineer.

b. The city engineer shall provide written recommendation of approval, approval with conditions, or disapproval of the preliminary long subdivision application pursuant to the decision criteria in subsection F of this section.

~~4. Review and Recommendation by Design Review Board.~~

~~a. The purpose of the design review board review and recommendation meeting is to review a proposed project for compliance with applicable design guidelines and to ensure that the project reflects any revisions recommended by the design review board at the design guidance review meeting. The design review board will also consider any requested departures from the design guidelines.~~

~~b. The design review board will forward written findings, their determination of the project's consistency with the design guidelines, the design guideline checklist, and their recommendation, including any conditions, to the staff planner. Any condition attached to a recommendation must be intended to achieve consistency with one or more specific design guidelines. The design review board's written findings, conclusions, and recommendation will be included in the staff report transmitted to the director or planning commission.~~

~~c. A design review board recommendation is not a final decision and therefore there is no appeal of the recommendation.~~

~~5~~4. Review and Recommendation by Planning Commission.

a. The purpose of the planning commission review and recommendation meeting is to review a proposed project for consistency with applicable design guidelines, BIMC Titles 17 and 18, and the comprehensive plan.

b. The planning commission shall consider the application at a public meeting where public comments will be taken. The planning commission shall recommend approval, approval with conditions or denial of an application. In making a recommendation, the planning commission shall consider the applicable decision criteria, all other applicable law, and the recommendation of the design review board. If the applicable criteria are not met, the planning commission shall recommend that the proposal be modified or denied.

c. The design review board's recommendation shall hold substantial weight in the consideration of the application by the planning commission. Any deviation from the recommendation shall be documented in their written findings of facts and conclusions.

d. The planning commission will forward its written findings of facts and conclusions, their determination of the project's consistency with the comprehensive plan, and their recommendation, including any conditions attached by the planning commission and design review board, to the staff planner. The planning commission's written findings, conclusions, and recommendation will be included in the staff report transmitted to the director.

e. A planning commission recommendation is not a final decision and therefore there is no appeal of the recommendation.

~~6~~5. Review by Director.

a. The director shall review the application materials, information provided by the health district and city engineer, staff report, and the recommendations of the planning commission and shall prepare a report to the hearing examiner recommending approval, approval with conditions, or disapproval of the application.

b. The planning commission's recommendation shall hold substantial weight in the consideration of the application by the director. Any deviation from that recommendation shall be documented in the director's report.

~~7~~6. Review and Public Hearing with Hearing Examiner.

a. The hearing examiner shall consider the application materials and the director's recommendation at a public hearing following the procedures of BIMC 2.16.100.C and applicable provisions of BIMC 2.16.020.

b. The hearing examiner shall make compliance with the recommendations of the planning commission a condition of approval, unless the hearing examiner concludes that the recommendations:

i. Reflect inconsistent application of design guidelines or any applicable provisions of this code;

ii Exceed the authority of the design review board or planning commission;

iii. Conflict with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflict with requirements of local, state, or federal law.

c. The hearing examiner shall adopt a planning commission recommendation of denial of an application unless the hearing examiner concludes that the recommendation:

i. Reflects inconsistent application of design guidelines, the comprehensive plan, or any applicable provisions of this code;

ii. Exceeds the authority of the design review board or planning commission;

iii. Conflicts with SEPA conditions or other regulatory requirements applicable to the project; or

iv. Conflicts with requirements of local, state, or federal law.

Section 8. Sections 18.18.010 and 18.18.030 of the Bainbridge Island Municipal Code are hereby amended as shown in Exhibit A, "Design for Bainbridge," and as follows:

Sections:

18.18.010 Applicability.
18.18.020 Promoting sustainable development.
18.18.030 Specific design regulations, standards, and guidelines.

18.18.010 Applicability. All development, exterior renovation and redevelopment shall comply with the following regulations, standards, and guidelines, as applicable. In some cases, design standards in this chapter may be waived or modified through the housing design demonstration program in BIMC 2.16.020.S.

18.18.020 Promoting sustainable development. The site designs of all new development and redevelopment should accommodated energy-conserving and water-conserving technology and design principles providing for solar and other renewable energy production where possible. Low impact development principles require such measures as minimizing the extent of land disturbing activities and hard surfaces; preserving native vegetation, topography, and natural drainage patterns; and using LID BMPs such as cisterns, bioretention/rain gardens, and permeable pavement where feasible.

18.18.030 Specific design ~~regulations~~ standards and guidelines. All development subject to design review shall comply with the requirements of the Bainbridge Island design review ~~regulations~~ standards and guidelines, "Design for Bainbridge." In the event of a conflict between two or more design standards or regulations, the Bainbridge Island design review ~~regulations~~ standards and guidelines, "Design for Bainbridge," shall apply.

Section 9. 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 10. 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:	November 5, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-12

STRIKE DRAFT GUIDE

- added text
- **bold text**
- ~~struck-out text~~



DESIGN REVIEW MANUAL

DESIGN FOR BAINBRIDGE

2019

ACKNOWLEDGMENTS

DESIGN REVIEW BOARD

Joe Dunstan
Alan Grainger
Jim McNett
Peter Perry
Jane Rein
Jason Wilkinson
Carl Yurdin

CITY COUNCIL

Sarah Blossom
Kol Medina, Mayor
Ron Peltier
Rasham Nassar
Leslie Schneider
Joe Deets
Matthew Tirman

PLANNING COMMISSION

William Chester
Don Doman
Lisa Macchio
Kimberly McCormick
Joe Paar
Mack Pearl
Jon Quitslund

CONSULTANT TEAM

Lesley Bain, Framework
Jeff Arango, Framework
Daniel S. Harris, Framework
Monica Taylor, Framework
Yuansi Bobo Cai, Framework
Jonathan Morley, Berger Partnership
Matthew Coates, Coates Design Architects
Robert Hutchinson, Coates Design Architects

CITY OF BAINBRIDGE ISLAND STAFF

Heather Wright, Interim Director of Planning and Community Development
Christy Carr, Senior Planner
Mark Epstein, Engineering Project Manager
Jennifer Sutton, Senior Planner
Kristen Drew, Communications Coordinator

CITY OF BAINBRIDGE ISLAND

framework

PARTNERSHIP berger

COATES DESIGN ARCHITECTS
Responsible Architecture.

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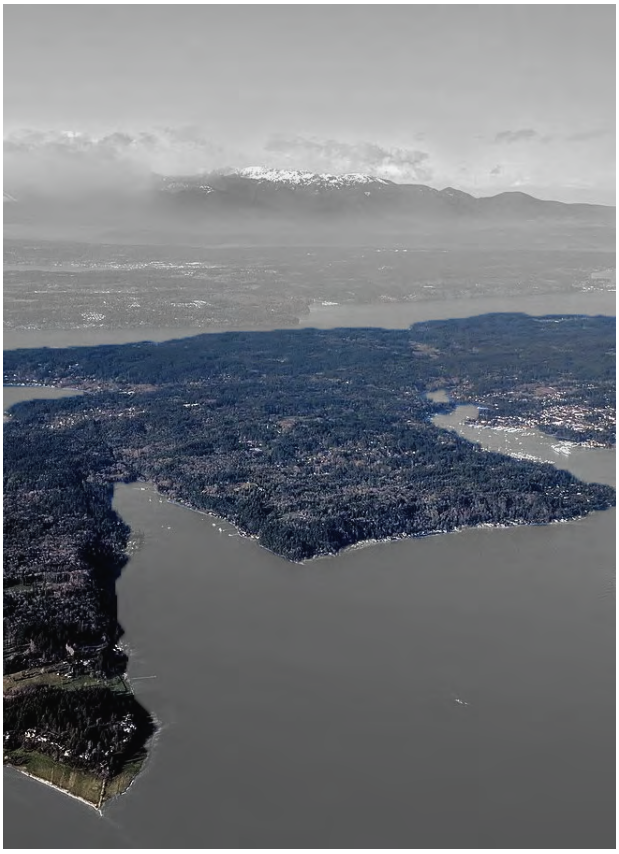
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1 DESIGN ON BAINBRIDGE

The Island

Bainbridge Island is a close knit community with several neighborhood centers and a lively, walkable downtown in Winslow with a mix of shops, services and activities. The Island attracts residents and visitors with its magnificent natural setting and mix of rural and small-town charm, all a short ferry commute from Downtown Seattle. The City's residents are committed to preserving the Island's sense of community and green spaces, and deeply value the Island's natural lands, shorelines and enduring connection to local agriculture.



The City's Design ~~Guidelines~~ Standards are based on the existing policies, principles and values established in Bainbridge Island's Comprehensive Plan and through community engagement. Each of these values and principles as they relate to the design of new development is articulated in the following section, and the ~~guidelines~~ standards draw on these principles and offer specific guidance to inform design at various scales and stages, including site design, building design and composition, and architectural detailing. The ~~Guidelines~~ Standards were carefully crafted to ensure that new development reflects Bainbridge Island's common values and culture, and that it contributes to and enhances the City's built environment.



Goals + Principles

The Bainbridge Island community values authenticity and design that is specific to Bainbridge. Generic approaches to design for sites, streets, buildings, and other elements are inconsistent with the island character and values.



DESIGN FOR BAINBRIDGE

Bainbridge Island's architecture is diverse, spanning a range of eras and architectural styles, but its urban fabric maintains a defining character and continuity within its varied buildings, streets and neighborhoods. Good design is the thoughtful composition of buildings, landscape and public spaces that creates a meaningful relationship to a building's surroundings and contributes to the public realm and neighborhood fabric. These ~~guidelines~~ standards define the responsibility of new development as respecting neighborhood context, responding sensitively to the surrounding built and natural environment, and contributing to the community.

DESIGN FOR SUSTAINABILITY & CLIMATE RESILIENCE

Bainbridge residents cherish the Island's natural environment and are committed to protecting and restoring the ecological and hydrological functions of its natural lands and water bodies. Sustainable design and green building practices help reduce the burden of development on natural systems, and help ensure Bainbridge Island is climate resilient. Concentrating growth in the Island's urban center through the zoning code and around shared infrastructure conserves natural habitat, ecological functions, open space and areas designed for recreational use. Specific elements of site design, building design, construction, and operation, such as efficient use of energy and water, integration of renewable energy, and use of sustainable and ethical materials can mitigate the environmental toll of new development and address local climate vulnerabilities.

DESIGN FOR A WALKABLE, BIKEABLE AND CONNECTED COMMUNITY

Part of a safe, healthy and sustainable community is a walkable, bikeable and transit-friendly built environment that encourages active transportation. Walkable, bike- and transit-friendly development that reduces reliance on cars can help improve air quality and help residents live healthier more active lives. New development should support alternative travel modes and contribute to the individual's connection to place. Thoughtful design can further both these goals enhancing the public realm that ties together the city's buildings, which in turn improves the experience of walking and biking.

DESIGN FOR HEALTH, EQUITY, AND INCLUSION

Healthy housing development and expansion of educational and civic institutions support diverse and inclusive growth, and help build thriving neighborhood centers. Design can have an effect not only on the community's look and feel, but also on housing affordability for people of different means, and the comfort of people from different backgrounds. Building an accessible community that supports transit and that creates and creates a quality pedestrian experience can help grow employment locally, improve quality of life, and lay the foundation for a more diverse community.

DESIGN TO FOSTER CULTURE AND SOCIAL WELL-BEING

The contributions of Bainbridge Island's residents through the arts, agriculture, and active organizations are a piece of what defines the City. Bainbridge Island's rich history, and dynamic cultural life are supported by the City's buildings, parks, and public spaces. They represent the community's experiences and foster a robust public life in Bainbridge Island's downtown, in distinct neighborhoods, and in the Island's rural areas. New development should contribute to and create spaces that are accessible and reflect local culture and identity.

DESIGN FOR CONNECTIONS TO THE NATURAL ENVIRONMENT

Bainbridge Island's natural environment is not simply a scenic backdrop for its built environment — the two are intimately connected. New development should draw inspiration from and preserve natural areas, responding to natural features like slopes, streams, heritage trees, and wetlands in ways that minimize disturbance and leave ecological functions intact.

How to Use this Document

Design for Bainbridge provides guidance for applicants to successfully navigate the design review process. This section highlights key elements of the design review process to improve clarity and predictability for the City, applicants, and the public.

When is Design Review Required?

The Bainbridge Island Municipal Code (BIMC) specifies when design review is required in Table 2.16.010-1: Summary Table of Land Use Procedures. The requirement for design review is based on the type of land use review required for the type of development or other activities proposed.

Design review is required for the following project types:

a. Major site plan and design review (includes any site plan and design review in the business/industrial zoning district)
b. Major conditional use permits
c. Preliminary long subdivisions
d. Preliminary large lot subdivisions
e. Major shoreline conditional use permits
f. Short preliminary subdivisions of 3 lots or more

Design review is optional for the following project types:

a. Minor site plan and design review
b. Minor conditional use permits
c. Preliminary short subdivisions

The development of single-family homes and minor activities or improvements like routine maintenance, interior work, or projects that don't require a building permit or a change of use are exempt.

Design Standards vs Guidelines

Design for Bainbridge includes both Design Standards and Design Guidelines. Design Standards are clearly defined, mandatory and applied based on the site's context (surrounding neighborhood, and natural environment), and the site itself. Guidelines are more flexible and provide different approaches to meeting the Design Standards. **For a project to be approved, it must comply with all applicable Design Standards and demonstrate how the project team has applied Design Guidelines to meet those standards.** For example, an applicant must comply with Site Design Standard S1: Protect and Repair Natural Systems by meeting one or more of guidelines a - e listed on Page 23 or an acceptable alternative to the satisfaction of the Design Review Board. Design Standards and Design Guidelines, and the development to which they apply, are defined below.

Design Standards: Standards in Chapters 4 and 7 mandate planning and design actions that the applicant must incorporate in their project application. Compliance with standards is mandatory and failure to meet a mandatory standard may be used as a basis for the city's denial of a project application.

Design Guidelines: Guidelines in Chapters 4, 5, 6, and 7 are voluntary and not mandatory; however, compliance with guidelines may be necessary to comply with the Design Standards. Guidelines provide a variety of ways to satisfy the Design Standards based on the specific context and site. Failure to meet a voluntary guideline cannot be used by the city as a basis for a project denial.

Development: Development means all structures and other modifications to the natural landscape above and below ground, on a particular site.

Relationship to Other Regulations, and Permit Review

Design review is part of an integrated land use and development review process. Regulations that come into play during this process include zoning, subdivision standards, building permits, and other regulations for shoreline development, critical areas, and State Environmental Policy Act (SEPA). The Design Review Board (DRB), in coordination with City staff, is responsible for design review which focuses solely on compliance with Design Standards and Design Guidelines contained in this document. Regulations for zoning, subdivisions, and buildings are reviewed and approved by other parties within the City. Design review starts early in the City's land use review process and concludes with final review and recommendations from the DRB directly to the Planning Commission, City Council, Planning Director, and Hearing Examiner. The final permit decision varies by the permit type but is typically made by the Planning Director or the City's Hearing Examiner. For more information on the permit review processes please refer to the City's Administrative Manual and Municipal Code (BIMC 2.16)

Departures

Design for Bainbridge is intended to provide flexibility in meeting the Design Standards and applying the Design Guidelines to projects. However, there may be circumstances where the applicant proposes a design solution that meets the guiding principles and intent of the standards and guidelines but is not in strict compliance. Departures may be approved by the final decision-maker with a recommendation on approval or denial by the DRB for projects under their review.

Any request for one or more departures shall be made at the Design Guidance Review Meeting as part of the pre-application phase of the project. ~~Departures shall be reviewed concurrently with an application.~~ The Design Review Board may include an ~~administrative~~ departure in its recommendation to the Planning Commission, if one of the following criteria are met. Departures from the design standards may be approved based on the following criteria:

a. The departure is related to a variance from a standard in the BIMC that also impacts the ability to meet one or more of the design standards;

b. The departure meets the intent of the design standards and the proposed departure is equal or greater to complying with the design standard;

c. The granting of the departure results in a project with greater natural resource conservation value, less adverse impact to adjoining properties, or more practical design because of topography, critical area, or other extenuating circumstance.

Definitions

The definitions contained in this section are applicable only to this document and its contents. For complete list of definitions, visit BIMC 18.36.

Active means fostering human activity and interaction, often to describe streets and public spaces with pedestrian traffic, events and programming, or uses that draw, facilitate, or serve as a backdrop for human interactions such as shops and restaurants.

Built Environment means the parts of our physical surroundings that are created by and for humans and serve as the setting for human activity.

Character is the distinctive qualities of a place, building or street.

Civic Uses are public buildings or institutions owned and operated by governmental or other public agencies. This includes government offices, courthouses, police and fire stations, and schools.

Context is the physical (including natural and human-made) and cultural environment around a specific site and how the site relates to those surroundings.

Development means all structures and other modifications of the natural landscape (both above and below ground) on a particular site.

Design Standards mandate planning and design actions that the applicant must incorporate in their project application. Compliance with standards is mandatory and failure to meet a mandatory standard may be used as a basis for the city's denial of a project application.

Design Guidelines are voluntary and not mandatory; however, compliance with guidelines may be necessary to comply with the Design Standards. Guidelines provide a variety of ways to satisfy the Design Standards based on the specific context and site. Failure to meet a voluntary guideline cannot be used by the city as a basis for a project denial.

Fenestration is the arrangement, proportioning, and design of windows and doors in a building.

Frontage means street-facing façade of a building and its relationship to the street.

Heat Island Effect is the tendency for built areas to be hotter than their surroundings because of absorbed solar radiation and lack of vegetation, in particular, trees.

Human Scale is the scale at which humans can comfortably interact with their environment based on the physical and cognitive characteristics and capabilities of the human body.

Impervious Surface means a non-vegetated surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Massing: the shape, form and size of buildings.

Natural Systems such as ecosystems or water and nutrient cycles, are systems that exist in nature independent of human involvement and are composed of physical and biological materials and processes.

Permeable materials allow stormwater to infiltrate into the ground.

Public Realm means the spaces around, between and within buildings that are publicly accessible, and support public life and social interaction.

Resilience or climate resilience is the ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to climate.

Stormwater Runoff is the rainfall that flows over land, paved surfaces, and building rooftops.

Right-of-Way means all public streets and property granted or reserved for, or dedicated to, public use for streets, walkways, sidewalks, bikeways, parking, and horse trails, whether improved or unimproved, including the air rights, subsurface rights, and related easements.

Scale means a proportionate size, extent, degree, or level of detail typically in relation to a standard point of reference.

Stormwater Infiltration is the process by which rainfall and stormwater runoff flows into and through the subsurface soil.

Sense of Place is the relationship with the place and its identity as felt by residents and visitors and shaped through experiences of a place's natural, human-made, cultural, and historical features.

Street Types are the classifications for each street on the Island according to common functions and existing or desired characteristics. The permitted building frontages for each Street Type specify setback requirements and treatments between the building and the right-of-way.

Transpiration is the process by which water moves through a plant and evaporates into the atmosphere from its leaves and exterior surfaces.

SUSTAINABILITY DEFINED

The term "sustainability" has become a frequently-used buzz word. Sometimes it is even used in an attempt to "green wash" a project or a proposal. Because sustainability is such a fundamental value in Bainbridge Island's design ~~guidelines~~ standards, a clear definition is needed. In common parlance, sustainability is defined as follows:

The ability to be maintained at a certain rate or level. Common examples are: "the sustainability of economic growth"; "the long-term sustainability of the project."

In the realm of ecology and the survival of the planet and all its inhabitants, sustainability is best defined in the context of living systems. Thus, "sustainability" means, simply, "to align with natural forces, or at least not to defy them," and is about everything we do as humans. To use the phrase "environmental sustainability," for example, or "sustainable agriculture" or a "sustainable economy," while grammatically correct, does not exemplify the true definition of, nor foster application of the real meaning of, sustainability. Sustainability, properly used, is about the entire planet as a living system, including all life forms.

Viewing a community as a living system recognizes that the "rules of the house" are non-negotiable biophysical principles and the elements of sustainability rest upon those principles.

To further understand this approach to community, it helps to know that "ecology" and "economics" have the same root: eco from the Greek oikos, or home. Ecology is the knowledge or understanding of the house, and economics is the management of the house—and it is the same house. Therefore, understanding our community as a living system—an ecosystem—will give us not only a new understanding of "economy" and "economics," but also will foster a vision of the future, along with strategies for its realization, that focus on resiliency, adaptability, and attunement with nature.

If we perceive ourselves and all we create as part of an ecosystem, it is easy to understand that our community is a living system within which there are nodes of wealth: social, natural and financial. All interact as a system and are linked together through nutrient cycles and energy flows, and the maintenance and health of these networks is essential to the overall health and prosperity of our community.

- Jane Rein, Design Review Board

2 DESIGN REVIEW

Design ReviewProcess

The design review process, standards, and guidelines are structured to support good design and a deliberate design process from context and site down to design detailing. Design review is an iterative process intended to help applicants comply relevant standards and guidelines and develop designs for the project that fit Bainbridge Island and the unique context of the site. At each design review meeting, the applicant is required to present the design and submittals required in Appendix A to the Design Review Board. For more information on the permit review processes please refer to the City's Administrative Manual and Municipal Code (BIMC 2.16).

1 Preapplication Conference

The Preapplication Conference with City staff is intended to provide information to the applicant in response to the submittal of a preliminary site plan and a conceptual design for the project, showing how it responds to site characteristics and the context of neighboring uses. City staff shall identify potential issues/concerns related to applicable City development regulations and standards including, but not limited to, zoning, environmental, utilities, transportation and stormwater regulations, relevant Comprehensive Plan goals and policies, and relevant goals and principles from Design for Bainbridge.

City staff shall ensure that the applicant is aware of the standards and criteria involved in review and approval of the project, both in the Bainbridge Island Municipal Code and the Design for Bainbridge manual. Planning staff shall prepare a summary letter detailing the pre-application guidance, to be provided to the applicant and the Design Review Board. See Appendix A below for a complete list of design related submittal requirements, in addition to other requirements in the Administrative Manual.

2 Conceptual Review

The Conceptual Review meeting is an applicant-led narrative to present site-specific conditions and contextual considerations for the design of development on site. This discussion is intended to inform strategies for site planning and massing that respond sensitively to the neighborhood context and the public realm as described in Design for Bainbridge. The six Goals and Principles listed in Chapter 1 serve as a useful narrative outline. (See Appendix A for a complete list of submittal requirements).

3 Public Participation Meeting

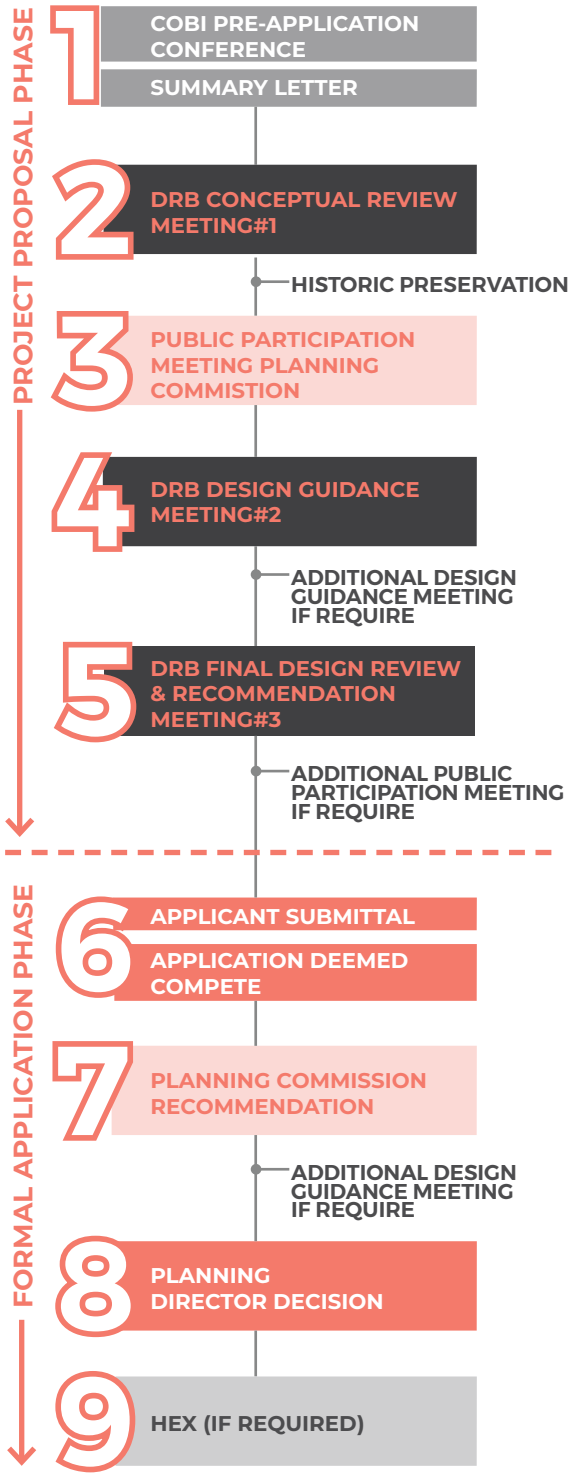
Following the Conceptual Review meeting, the applicant will make a formal and complete presentation of their concept(s) to the public at a Planning Commission meeting, providing the applicant an opportunity to respond to questions and comments from the public and Planning Commissioners before the Design Review Board conducts its design guidance review. A second Public Participation Meeting may be required if significant project changes occur after completion of the Design Guidance Review Meeting.

4 Design Guidance Review

Design guidance review meetings include applicant-led presentations at which the Design Review Board will offer guidance to applicants. The purpose of these meetings is to determine, with reference to the Design for Bainbridge manual, how the proposed alternatives fit the surrounding context, with a focus on the development's program, uses, site plan, and massing. The Board will also consider any requested departures, the rationale for those departures and their consistency with the intent and principles of the standards and guidelines. See Appendix A for a complete list of submittal requirements. Additional design guidance review may be required if significant project changes occur after the initial Design Guidance Review Meeting.

5 Final Design Review and Recommendation

At this meeting, the Board will complete the review of final drawings and the DRB worksheet for compliance with Design Standards and Design Guidelines and ensure that the project reflects any required changes recommended by the Board, as listed in the project worksheet. The Board will document its findings and transmit issue a signed written recommendation. The Board's recommendation may include conditions to ensure compliance with all standards. If a majority of the Board members find that standards essential to the project's success have not been met, the Board shall recommend denial of the project. See Appendix A for a complete list of submittal requirements. The Planning Commission may determine that additional design review is required if significant project changes occur following the Final Design Review and Recommendation Meeting.



3 CONTEXT ANALYSIS

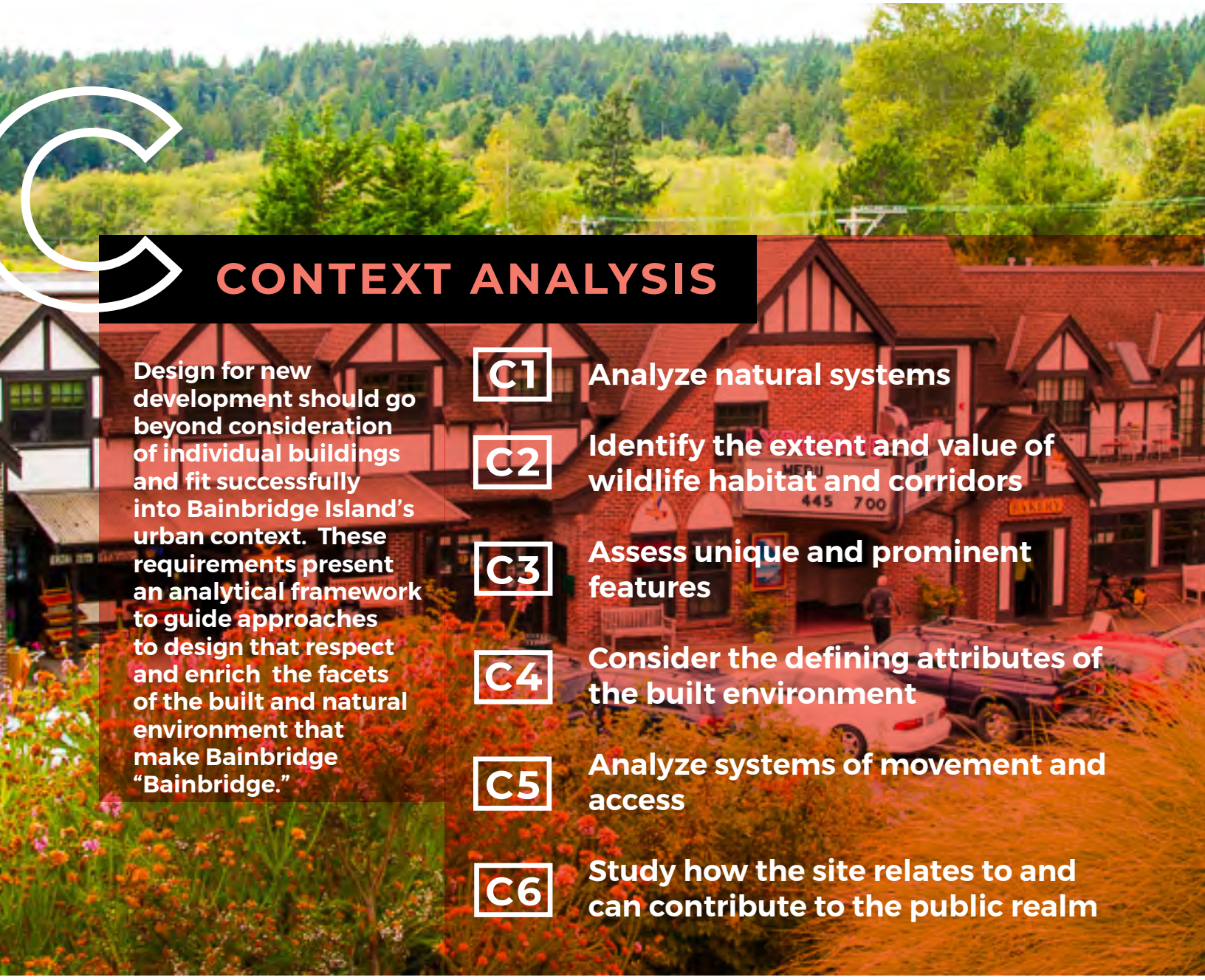
Introduction

Your site is part of our community.

Context analysis is a prerequisite for application of Design Standards and Design Guidelines. This chapter outlines requirements for applicants to present their understanding of the site's context. The components of the analysis included here are intended to be part of the review process and will be the focus of the Conceptual Proposal Review, the first meeting of the design review process.

A thorough understanding of all aspects of the site and its context is fundamental to design that fits and contributes to Bainbridge Island's unique built and natural environments. Development affects its setting through each facet of design in ways that can be striking or largely invisible to the public. It is not enough to simply describe the context, but to analyze its qualities and to understand and its implications for design.

An effective context analysis will carefully examine the relationship between the site, potential development, and the surrounding environment. This creates a foundation for design that takes cues from patterns in the surroundings and contributes to the Island's unique character, while preserving, supporting, and repairing the natural environment. Sustainability is an overarching goal for design on Bainbridge, and will be a key component in all respects of this analysis.



CONTEXT ANALYSIS

Design for new development should go beyond consideration of individual buildings and fit successfully into Bainbridge Island's urban context. These requirements present an analytical framework to guide approaches to design that respect and enrich the facets of the built and natural environment that make Bainbridge "Bainbridge."

C1 Analyze natural systems

C2 Identify the extent and value of wildlife habitat and corridors

C3 Assess unique and prominent features

C4 Consider the defining attributes of the built environment

C5 Analyze systems of movement and access

C6 Study how the site relates to and can contribute to the public realm

C1 NATURAL SYSTEMS

Natural systems include water and hydrology; vegetation, forests and soils; solar access and wind conditions. The natural systems analysis is the basis of designing a project that minimizes impacts and maximizes sustainable solutions for each project.

Analyze

Water:	stormwater, streams, wetlands, aquifers, and shorelines
Soil:	stormwater infiltration, geological hazards, and soil stability
Vegetation:	major trees, forested areas, and plant communities
Solar Access:	sun and shadow conditions on and near site
Wind:	prevailing wind direction
Resiliency:	current and future flood risk and tidal inundation, heat vulnerability and heat wave risk

C2 WILDLIFE HABITAT & CORRIDORS

Bainbridge Island's exceptional ecosystem and wildlife habitat is highly valued by the community, and development must be balanced with the diversity and abundance of native plants and animals. Habitat includes the terrestrial and marine environment, not only along the shoreline, but for upland sites as well.

Analyze

Habitat:	known species and identified key habitat
Connectivity:	existing or desired connections between key habitat areas
Shoreline:	existing conditions of waterfront sites

C3 UNIQUE & PROMINENT FEATURES

Some sites merit special attention because of how they relate to features that make Bainbridge Island distinct and memorable. These include a variety of natural and human-made features including views and vistas, bluffs, shorelines, bodies of water, historic buildings and working farms. The design review process will focus on minimizing impact on the visibility or character of these valued features as experienced from the public realm.

Analyze

Natural Features:	views and view corridors, significant trees, forested areas, outcroppings, waterfront, and beaches
Human-made Features:	civic or publicly significant buildings or structures, working farms, harbors, and marinas
Historic Sites:	past human activity, historic sites, and buildings

C4 BUILT ENVIRONMENT

The patterns of human-made buildings and spaces around the site inform project design. Appropriate design responses are not encouraged to mimic the built context of the site, but to find ways to be compatible and contribute to the surroundings.

Analyze

Massing:	height, bulk, and form of nearby buildings
Siting:	setbacks from property lines, access points, and relationship between buildings and open spaces
Scale:	how features, design elements and proportions relate to the human experience
Uses:	surrounding services, schools, and other institutional uses

C5 PUBLIC REALM

Public realm includes streets, sidewalks, parks, civic buildings and other places that are accessible to the public. These spaces are often enlivened by adjacent retail or other privately-owned entities. The public realm is at the heart of civic life, and the relationship of projects to the public realm is a fundamental design issue.

Analyze

Building Frontages:	relationship of nearby buildings to the sidewalk and streets
Activities:	nearby retail or other activities
Open Space:	location and type of nearby public and private open spaces
Landscape:	patterns of trees or other significant vegetation
Utilities:	utility poles, junction boxes, utility meters, and stormwater

C6 SYSTEMS OF MOVEMENT & ACCESS

The site context includes its connection to streets, sidewalks, open spaces, and trails. Appropriate approaches to site design will prioritize pedestrians, transit and principles of universal design, and will strive to create new connections wherever possible.

Analyze

Streets:	street classification, width, traffic levels, and parking
Sidewalks:	pedestrian network, materials
Transit:	nearby transit facilities
Bicycles:	nearby bike facilities
Access:	patterns of non-motorized and motorized access

4 DESIGN STANDARDS & GUIDELINES

Introduction

In combination with the Context Analysis in Chapter 3, the Design Standards in Chapters 4 and 7 establish the minimum requirements in *Design for Bainbridge* necessary to take advantage of the opportunities of the surrounding context and site while contributing to the neighborhood. To provide some flexibility, creativity in design, and address the specifics of each site, the Design Guidelines in Chapters 4, 5, 6, and 7 provide a variety of ways to meet the standards. Design Standards and Guidelines are defined in Chapter 1 as a part of *How to Use this Document* - and are repeated below.

Design Standards: Standards mandate planning and design actions that the applicant must incorporate in their project application. Compliance with standards is mandatory and failure to meet a mandatory standard may be used as a basis for the city's denial of a project application.

Design Guidelines: Guidelines are voluntary and not mandatory; however, compliance with guidelines may be necessary to meet Design Standards. Guidelines provide a variety of ways to satisfy the Design Standards based on the specific context and site. Failure to meet a voluntary guideline cannot be used by the city as a basis for a project denial.

SITE DESIGN STANDARDS

- S1 Natural Systems
- S2 Wildlife Habitat
- S3 Unique Features
- S4 Built Environment
- S5 Systems of Movement
- S6 Public Realm

PUBLIC REALM STANDARDS

- P1 Walking & Cycling
- P2 Vehicles in the Public Realm
- P3 Hierarchy of Public Spaces
- P4 Connections to Public Spaces
- P5 Block & Frontage Patterns
- P6 Activity on Commercial Streets

BUILDING DESIGN STANDARDS

- B1 Clear Organizing Concept
- B2 Appropriate Architectural Language
- B3 Façade Composition & Scale
- B4 Sustainable Design
- B5 Materials & Detailing

LANDSCAPE STANDARDS

- L1 Landscape & Architecture
- L2 Public Realm
- L3 Sustainable Features
- L4 Green Infrastructure
- L5 Wildlife Habitat
- L6 Views & View Corridors



SITE DESIGN STANDARDS

Building on an understanding of the site and its context, site design defines how a building relates to its context. The placement, orientation and massing of buildings should support broader patterns in Bainbridge Island's built and natural environment as well as livable neighborhoods and communities.

S1 Protect and repair natural systems

S2 Preserve and enrich wildlife habitat

S3 Respect and magnify unique aspects of site and context

S4 Complement and contribute to the built environment and local identity

S5 Fit the project into the systems of access and movement, prioritizing pedestrians and bicycles

S6 Support and contribute to a vibrant public realm

S1 PROTECT AND REPAIR NATURAL SYSTEMS

Intent

Design for new development should protect existing natural systems and mitigate disturbance to the maximum extent possible, In addition, designers should look for ways to heal and repair the Island's natural systems that have been impacted by previous development. Site design should embrace relationships to larger natural systems, and use these systems to inform sustainable design at the site and building level.

IslandWood worked with a 255-acre site on Bainbridge to minimize disturbance to natural systems and restore natural areas on site



GUIDELINES

a. Use natural topography to inform project design, stepping up or down hillsides.

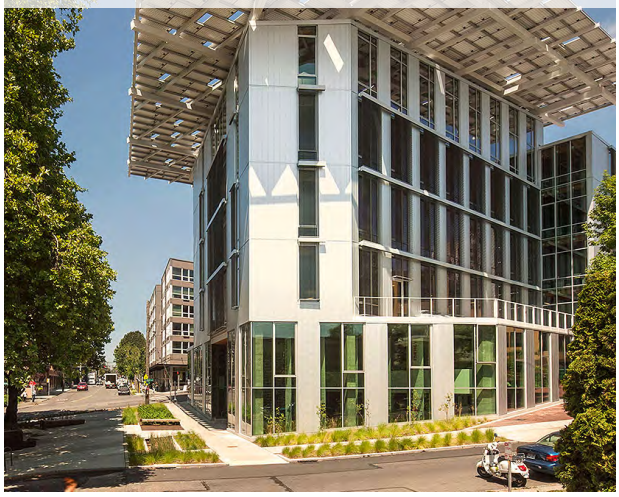
b. Minimize soil disturbance and excavation, and preserve natural topsoil.

c. Preserve the hydrological functions of the site and create opportunities for natural stormwater infiltration.

d. Incorporate natural water features, habitat, and native plant communities on-site into project design so that they are ecologically functional.

e. Minimize and disconnect impervious cover to reduce runoff.

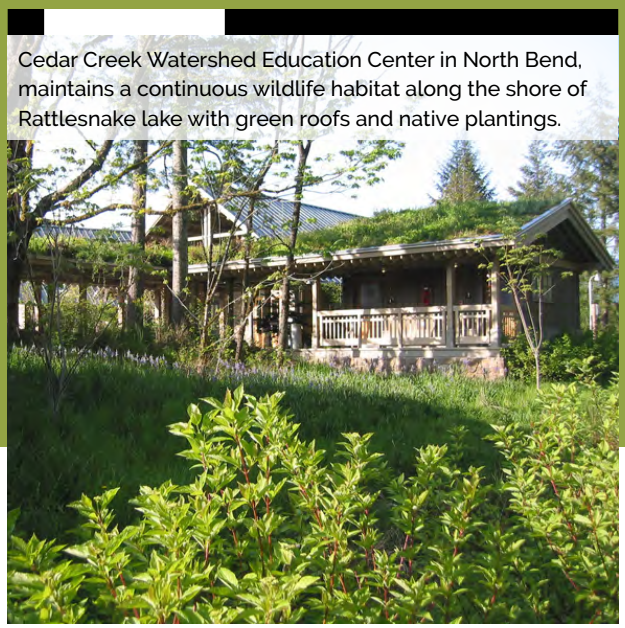
The Bullitt Center in Seattle integrates native vegetation in the street and public spaces with gray- and rainwater harvesting and filtration



S2 PRESERVE, RESTORE AND ENRICH WILDLIFE HABITAT

Intent

Urban growth often comes at the expense of natural habitat, degrading and fragmenting sensitive plant communities, wetlands, and riparian corridors that provide habitat for local fish, wildlife and pollinators. New development in Bainbridge Island should protect and restore habitat on site and connect to local habitat corridors.



Cedar Creek Watershed Education Center in North Bend, maintains a continuous wildlife habitat along the shore of Rattlesnake lake with green roofs and native plantings.

GUIDELINES

a. Incorporate existing natural habitat and landscape into site design.

b. Connect new landscaped areas and fragmented habitat to networks of open space and larger habitat corridors wherever possible.

c. Consider porous fencing, hedging and shrubs to define property edges, or gaps in fencing and reduce barriers to wildlife.

d. Promote continuous habitat through private or communal landscaped areas and repair gaps in identified wildlife corridors wherever possible.

Dockside Green in Victoria, BC is built around system of stormwater treatment ponds that run into the upper harbor and create a network of wetland habitat.



S3 RESPECT AND MAGNIFY UNIQUE ASPECTS OF THE SITE AND CONTEXT

Intent

The character of Bainbridge Island is comprised by many kinds of natural and man-made features: historic buildings, views of water and mountains, rolling landscapes, forests, and farms. Development should recognize these features, avoid detracting from their prominence, and highlight them whenever possible.



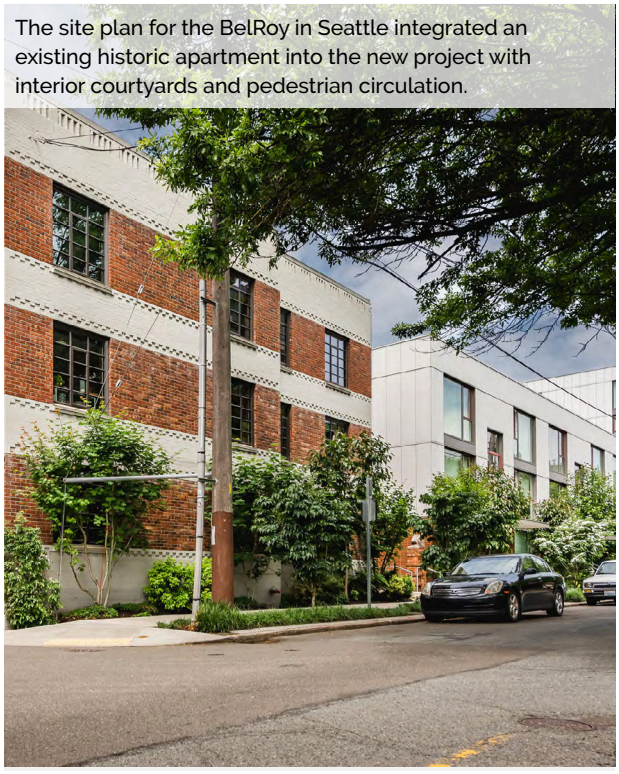
Madison Square in Bainbridge Island preserved older trees on the site and integrated them into landscape, while framing views of nearby buildings.

GUIDELINES

a. Work with the particular features of the site—shape, ecological value and characteristics, views, vegetation, hydrology and topography—to create a unique solution for the project.

b. Preserve and highlight public views of unique features that contribute to Bainbridge Island's character.

c. Support visual connections to nearby landmarks.



The site plan for the BelRoy in Seattle integrated an existing historic apartment into the new project with interior courtyards and pedestrian circulation.

S4 COMPLEMENT AND CONTRIBUTE TO THE BUILT ENVIRONMENT AND LOCAL IDENTITY

Intent

Buildings and open spaces should be designed to create a sense of place and contribute to neighborhood identity. Projects should be built to feel like they "belong" to their site and context, becoming part of the fabric of beloved places on Bainbridge Island.



Bainbridge Island City Hall is distinct but not out of place, with a frontage that fits well with the proportions of nearby buildings and a clear public entrance.

GUIDELINES

a. Site access and new structures to complement patterns in the built environment with attention to setbacks, spaces between buildings, scale, and entries along the street.

b. Create or reinforce a well-defined rhythm of intervals of built and open spaces, designed for the human scale.

c. Develop frontages with quality, interest, and variety, using multiple smaller scale buildings if needed for to fit with neighborhood character.

d. Avoid visually impermeable fencing, high fencing or other monolithic features along publicly visible edges of the site.



The San Juan Building on Ferncliff Avenue in Bainbridge Island keeps the rhythm and scale of it surroundings with a primary façade broken into to smaller sections.

S5 FIT THE PROJECT INTO THE SYSTEMS OF ACCESS AND MOVEMENT, PRIORITIZING PEDESTRIANS AND BICYCLES

Intent

Livable and sustainable communities are walkable and bikeable. Good design in Bainbridge Island will favor pedestrian and bicycle scale, and carefully consider the project's place in the network of streets, sidewalks and trails in decisions about entries, ADA access, and location of vehicular access. Projects should prioritize the pedestrian environment and encourage sustainable transportation choices.



The Ericksen Cottages in Bainbridge Island connect to Ericksen Avenue with a network of pedestrian paths and shared parking areas that minimize impacts on pedestrian areas.

GUIDELINES

a. Locate and orient primary pedestrian access to the site toward major pedestrian and bicycle travel routes and transit facilities.

b. Incorporate dedicated pedestrian access that connects and aligns with existing public and private pedestrian infrastructure.

c. Integrate access for people of all abilities into the project design so that all visitors are welcome through primary entries and access points.

d. Locate at-grade parking and vehicular access away from active pedestrian areas wherever possible and screen at-grade parking from public view.

e. Provide bicycle parking near access points to and active areas to maximize visibility and convenience.

f. Consider including pedestrian-oriented public spaces and spaces for informal community gathering in non-residential projects.



The Winslow has integrated pedestrian access into the building's front plaza along Winslow Way and interior courtyard off on Ericksen Avenue.

S6 SUPPORT AND CONTRIBUTE TO A VIBRANT PUBLIC REALM

Intent

The public realm should be considered at the site planning level. Some projects will be fully private, but experienced from people passing by. Residential development will have a relationship to passers-by and visitors as well as the residents. Retail buildings and civic buildings have important relationships to the public realm, where dedicated space may be warranted. For all of these project types, the visual and physical relationship to the public realm begins at the site planning level for the most appropriate and beneficial interaction with the community.



The BelRoy in Seattle has a strong relationship with the street, with a visible and welcoming pedestrian entrances and storefronts and seating that interact with the street.

GUIDELINES

a. Arrange site elements to define a clear 'public front' facing toward the primary street.

b. Minimize vehicular presence in the public realm, with driveways and garages de-emphasized in terms of location, width and design.

c. Consider the hierarchy of uses in site design, with important uses or features emphasized.

d. Incorporate natural systems into public spaces in the site where possible and appropriate.

e. Give prominence to pedestrian entrances over vehicle access.

f. Reinforce defined and active street edges and design public facing frontages to interact directly with the public realm as appropriate.



Chophouse Row in Seattle integrates an active pedestrian route through a series of indoor and outdoor spaces that support the ground level commercial uses on the site.



PUBLIC REALM STANDARDS

Bainbridge Island's network of streets, trails and public spaces are the setting for public life in the city. They support community events and local activities, build the experience of the Island and express local identity. New development should contribute to streetscapes, public and open spaces, and street frontages, and foster activity at street level where appropriate.

P1 Create a safe and comfortable environment for walking and cycling.

P2 Minimize impact of vehicles on the public realm

P3 Design to support a legible hierarchy of public spaces

P4 Strengthen public space connections

P5 Draw from and enhance existing block patterns

P6 Foster interest and activity along commercial streets

P1 CREATE A SAFE AND COMFORTABLE ENVIRONMENT FOR WALKING AND CYCLING

Intent

Whether a project is located in the Island's downtown, neighborhood centers, or rural areas, new development should consider the site's relationship to the pedestrian environment, and how the project can contribute to safety, comfort and continuity in the pedestrian realm.



The Camelia Apartments in Bainbridge Island integrate public walkways through the site with landscaping to provide access to Island Village and Hildebrand Lane.

GUIDELINES

a. Connect on-site pedestrian walkways with existing public or private routes where projects can improve the network for people walking.

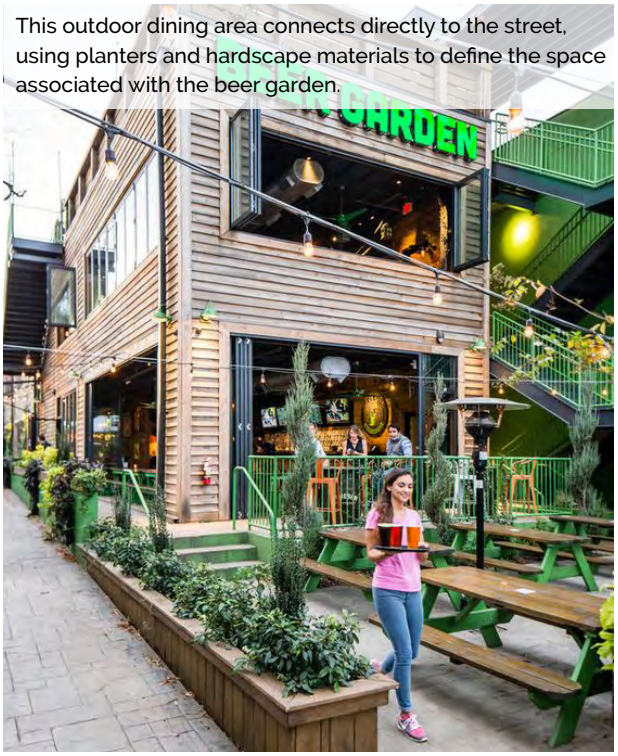
b. Integrate universal design in pedestrian routes, access points and entries, with multi-sensory cues where appropriate in public spaces and access points using visual, auditory and tactile signals.

c. Integrate lighting for pedestrian pathways and entrances to provide safety, mark entry locations and highlight design features.

d. Orient primary entrances toward the site's most active public street frontage.

e. Contribute to the network of safe bicycle routes where possible.

f. Provide bicycle parking at access points to open spaces and buildings, and coordinate bike racks and fixtures with other outdoor furniture on site, along adjacent streets, or nearby public spaces.



This outdoor dining area connects directly to the street, using planters and hardscape materials to define the space associated with the beer garden.

P2 MINIMIZE THE IMPACT OF VEHICLES ON THE PUBLIC REALM

Intent

Public realm design should focus on people rather than cars and vehicular access. Projects should strive to keep conflicts between motorists and people walking and biking to a minimum, and support active and inviting streets by reducing the visual impact of service areas, parking, and vehicular access.



This street treatment in Langley, WA makes good use of material and textural cues, and uses on-street parking and loading instead of curb cut access to reduce conflicts.

GUIDELINES

a. Encourage non-polluting transportation options, such as shared vehicle access and parking in multiple ownership circumstances.

b. Minimize the size and number of curb cuts and locate curb cuts away from active pedestrian areas wherever possible.

c. Screen service uses and parking when near public space using ground floor uses and/or landscaping.

d. Reduce conflicts between pedestrians and motorists through design elements such as planters, paving patterns, or lighting.

e. Create clearly defined pedestrian paths through parking areas with sidewalks or other dedicated facilities.

Pedestrian access for Whidbey Telecom uses variation in materials, landscaping, screening and physical barriers to create a safe pedestrian environment within a parking lot.



P3 DESIGN TO SUPPORT A LEGIBLE HIERARCHY OF PUBLIC SPACES

Intent

Projects should understand their location in the hierarchy of public space and respond accordingly. For example, a site that terminates a vista would be designed as a focal point, while a project that is part of the urban fabric would be designed to fit well with adjacent properties. Design to support a hierarchy of public spaces will help wayfinding and character.

The Marketfront in Seattle creates defined public spaces that highlight views of Elliott Bay, and defines a hierarchy of public and private spaces along the market.



GUIDELINES

a. Use buildings to help shape and define public spaces where appropriate.

b. Consider vistas, views and irregularities in the street network and block pattern to retain views or to create focal points.

c. Highlight important crossings, intersections, and transitions where appropriate.

d. Incorporate wayfinding that complements project design and surrounding wayfinding systems, with common indicators, destinations, and signed decision points.

An alley in California uses the space between buildings as both a pedestrian connection and as outdoor dining, with framed views of nearby buildings.



P4 STRENGTHEN PUBLIC SPACE CONNECTIONS

Intent

Design for new development on Bainbridge Island should pay careful attention to how the building will interact with the public realm—street, sidewalk, open spaces and landscape. Projects should look for opportunities to make stronger connections in the Island's network of public spaces wherever possible.



Clyde alley in Langley supports pedestrian connections through the center of the block and to other public spaces along 2nd Street.

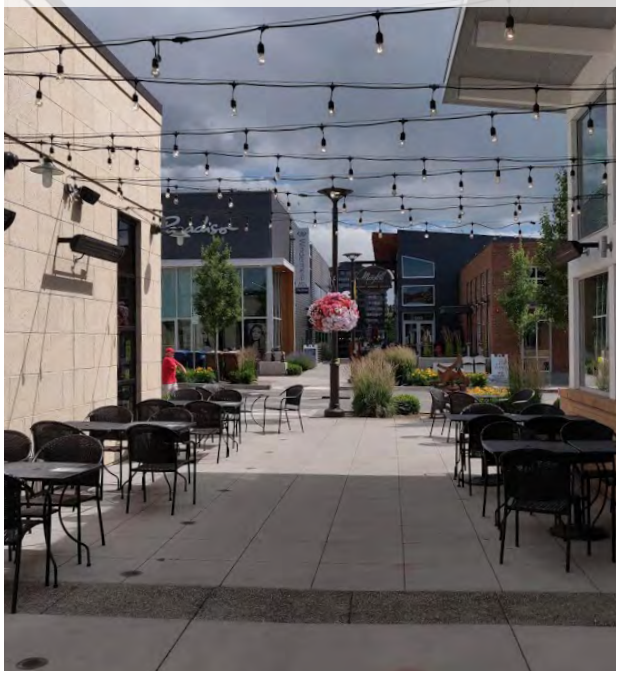
GUIDELINES

a. Locate primary entrances along the main street, and contribute to the character of the street.

b. Align public spaces, passages and access with existing pedestrian paths or desire lines where no formal paths exist. Public through-routes in Winslow are excellent examples of pedestrian-scale connections.

c. Where appropriate, provide open spaces adjacent to the sidewalk and design public frontages to support direct engagement with the street and pedestrian activity.

d. Use public art to enhance entrances to buildings and public spaces and to create or highlight unique transitions.



A pedestrian alley in Spokane's Kendall Yards creates a direct connection to the Spokane Falls and includes outdoor seating and dining areas that support nearby uses.

P5 DRAW FROM AND ENHANCE EXISTING BLOCK AND FRONTAGE PATTERNS

Intent

Regardless of how people get around, everyone is a pedestrian at some point. Pedestrian-oriented design creates safe, accessible and welcoming for spaces for all in ways that are contextually appropriate for Bainbridge Island's varied environments. Whether it is in the Island's downtown, neighborhood centers, or rural areas, new development should contemplate the site's relationship to the pedestrian environment, and how the project can contribute to safety, comfort and continuity in the pedestrian realm.

The Braeburn in Langley WA is integrated into the nearby mid-block crossing and plaza, and uses it's corner location to help create a welcoming entrance to Clyde Alley.



GUIDELINES

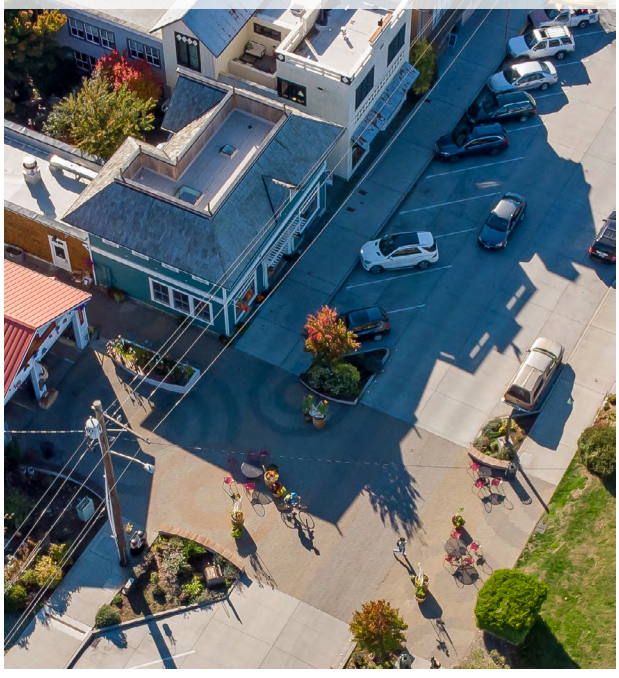
a. Seize on the prominent location of corner sites to create focal points with careful detailing and integrated public spaces.

b. Create a porous site with public pedestrian routes through larger developments.

c. Break down the massing of buildings and the scale of long façades to fit the rhythm of the surrounding block.

d. Create a human scale environment at street level with detailing that adds variety and rhythm to the façade.

The Braeburn draws on established building patterns, scale and rhythm along 2nd Street for a successful fit with historic building downtown.



P6 FOSTER INTEREST AND ACTIVITY ALONG COMMERCIAL STREETS

Intent

Bainbridge Island is fortunate to have strong and active retail "main streets" in Winslow, Lynwood and Rolling Bay. New development should reinforce the scale and positive attributes of these commercial streets with pedestrian-scale interest and activities.



An activated set of storefronts connects directly to the street with seating, shade and large windows.

GUIDELINES

a. Support adjacent sidewalks and public spaces with active ground floor uses and amenities such as displays and seating, and public art,

b. Place doors, windows, balconies and street-level uses to provide lines of sight for natural surveillance of the street, private and public realm.

c. Build in multiple entries to allow for smaller storefronts, and design to allow retail façades to be adapted to the particular users to give spaces interest and character.

d. Locate utility areas away from active spaces on commercial streets.



Retail uses along Main St in Truckee, CA support activity and natural surveillance on the street with glazing and pedestrian entries and amenities.



B BUILDING DESIGN STANDARDS

Bainbridge Island's diverse buildings types and architectural styles work together with the Island's unique natural setting to create a beloved character. New development should reinforce the character of Bainbridge with thoughtful, well-designed, high quality buildings.

B1 Express a clear organizing architectural concept

B2 Use an architectural language appropriate to Bainbridge Island

B3 Create well composed façades at all scales

B4 Celebrate and prominently feature sustainable design

B5 Use high quality, sustainable materials and well-crafted details

B1 EXPRESS A CLEAR ORGANIZING ARCHITECTURAL CONCEPT

Intent

Buildings are expected to have a clear architectural concept that is internally consistent, appropriate to the building's site and functions, and elegantly expressed.



The Bainbridge Island Museum of Art presents a clear architectural concept developed around public spaces and nearby streets with a clear rhythm and organization of uses.

GUIDELINES

a. Base the design on a thoughtful organization of uses in the plan, taking into account the arrangement of the development program and its relationship to the context of the site.

b. The architectural concept should be rooted in and express sustainable design principles.

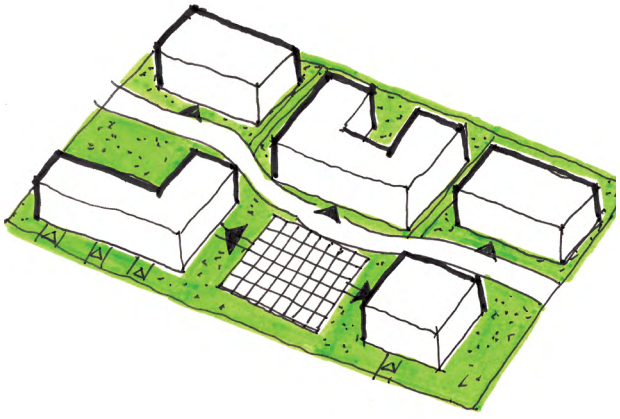
c. The architectural concept should be appropriate to the Pacific Northwest's climate and materials, as well as to the specific conditions of the site.

d. In the building concept and floor plan, consider the relationship of building uses and public space; for example, locating an entry lobby along the street, or designing residential windows to have a degree of privacy from passers-by.

e. Express the rhythm of the building's structural organization in the façades.

f. The architectural concept should make the building's uses and hierarchy legible.

This diagram represents a concept that takes considers the relationship between buildings, access and public and open space, and arrangement of uses.



B2 USE AN ARCHITECTURAL LANGUAGE APPROPRIATE TO BAINBRIDGE ISLAND

Intent

The Design Guidelines do not prescribe architectural styles, but projects are expected to have an attractive and coherent style that fits well with the climate and context of Bainbridge Island.

The Winslow in Bainbridge Island draws on the historic context along Winslow Way and Ericksen Avenue for a consistent and coherent architectural style that fits well.



GUIDELINES

a. Consider the context and history of Bainbridge Island in the building's massing, roof forms, and siting.

b. Use materials that are locally sourced and regenerative wherever possible.

c. Include weather-protection and other climate appropriate design as an integral part of the architectural language and detailing.

d. Use surrounding building forms (found in context analysis) to inform building shape and form.

Grace Episcopal Church in Bainbridge Island uses locally appropriate style and materials that help integrate the building into the site and surrounding natural setting.



B3 CREATE WELL COMPOSED FAÇADES AT ALL SCALES

Intent

Façades are not only the visible faces of a building. Façades are the interface between the interior uses and the public realm, bringing in daylight and keeping out the weather. They play a major role in energy efficiency and define the architectural style. Façade design is critical to the success of a building from urbanistic and sustainability standpoints, and thoughtful design is expected for all façades.



An office building on Hildebrand Lane in Bainbridge Island uses detailing and alternation of two primary materials to create a sense of texture and human scale.

GUIDELINES

a. Design all façades visible to the public to be attractive and well-proportioned, with a graceful composition of fenestration and opaque areas and a sense of texture and depth along building surfaces.

b. Create an architectural concept appropriate to Bainbridge Island and the character of the building's surroundings.

c. Design the building to be attractive from vantage points near and far, with all visible façades receiving full attention to design.

d. Design the building to be pleasing and coherent at multiple scales—from massing and roof form to secondary features such as fenestration and balconies, to details, textures and finishes.

e. Give attention to the level of human scale experienced from the public realm, including detailing at doors, windows and other architectural features such as porches, canopies, balconies.

f. Incorporate design detail, articulation and quality materials and a sense of human scale in all building façades.

g. Integrate utilities and service functions into the architectural concept, screening mechanical equipment and trash facilities from view.

The Klotski Building in Seattle, WA has an inset ground level storefront with floor-to-ceiling windows, and a simple pattern of vertical elements on its upper stories that create a coherent composition with depth and appropriate detail.



B4 CELEBRATE AND PROMINENTLY FEATURE SUSTAINABLE DESIGN

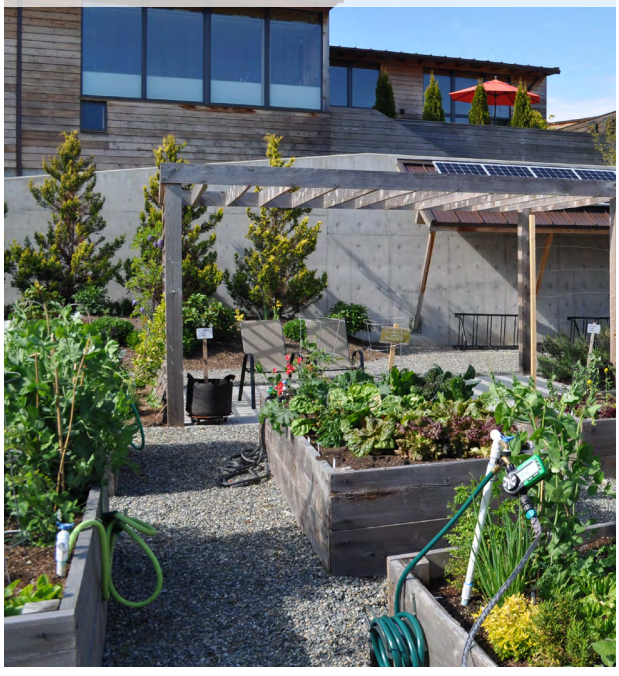
Intent

Projects in Bainbridge Island are expected to be environmentally responsible and resource efficient throughout their life cycle. Buildings will need to meet the requirements of the City and County that require sustainable design; the Design Guidelines are intended to express the values of a healthy environment in the design expression of each project.

The Vineyard Lane apartments in Bainbridge Island use sustainable materials, building practices and design to help reduce energy use.



The Grow Community in Bainbridge Island incorporates reusable energy, efficient heating and cooling systems, and building materials that support thermal efficiency.



GUIDELINES

a. Reuse existing structures whenever possible, recognizing that the most sustainable buildings are those that already exist.

b. Use building materials that reflect a sense of place, favoring recycled or renewable resources and/or local sources.

c. Highlight regenerative materials and renewable energy generation such as solar panel or turbines as visible expressions of the community's aesthetic and values.

d. Offer access to natural light and ventilation in living and working spaces for comfort and reduced energy consumption.

e. Manage direct sunlight with solar control and shading devices, and integrate these features into the overall design, with each façade responding to solar orientation.

f. Consider green or living walls and/or roofs with plants adapted to Bainbridge Island's microclimate; make them visible where possible.

g. Design for flexibility so that the building can be adapted in the future, including reuse of structured parking for non-vehicular future uses.

B5 USE ~~HIGH~~ DURABLE QUALITY MATERIALS AND WELL-CRAFTED DETAILS

Intent

Building materials should be selected for their appropriateness to place, a minimal ecological footprint, and long-term aesthetic value. Thoughtful composition and detailing will express a level of quality and a sense of scale inherent in excellent architectural design.



The Bellevue Botanic Gardens Visitor Center uses low impact materials and careful detailing to create a series of indoor and outdoor space unified by a sheltering roof.

GUIDELINES

a. Choose durable, low-impact materials that are appropriate for the climate and seasonal shifts in weather conditions.

b. Select materials that are locally sourced and supportive of Bainbridge Island's economy where possible.

c. Express the architectural concept of the building and provide a sense of human scale through thoughtful detailing.



Bryant Heights in Seattle uses alternating high-quality materials create visual interest along building façades and fit in with a dense single family neighborhood.

LANDSCAPE STANDARDS

Landscape design is expected to fit the building into its setting, contribute to a comfortable and welcoming pedestrian environment, and support natural systems with habitat-friendly and sustainable features.



L1 Integrate the landscape concept to complement the architectural concepts

L2 Support the public realm with the landscape design

L3 Integrate sustainable features into the landscape and make them visible wherever possible

L4 Integrate and highlight green infrastructure practices

L5 Support healthy habitat in the landscape

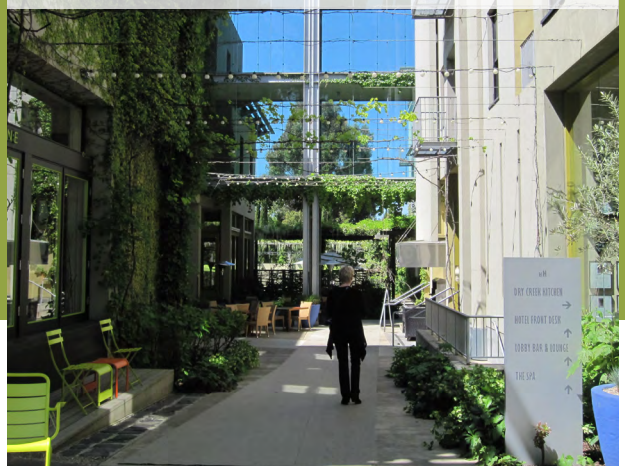
L6 Preserve and enhance important views and view corridors

L1 INTEGRATE THE LANDSCAPE CONCEPT TO COMPLEMENT THE ARCHITECTURAL CONCEPT

Intent

Landscape architecture and building architecture are expected to be mutually complementary, working together toward an overall design that is functional, sustainable and pleasing. To this end, the landscape should be designed in tandem with the architecture, rather than as an afterthought.

A passageway in Healdsburg, CA uses small-scale plantings and vines to soften edges and massing, highlight entries and work with passive solar strategies.



GUIDELINES

a. Design the landscape to enhance elements of the site and architectural concept by strategies such as defining pathways, zones and edges; creating focal points; softening building massing; highlighting entries, and adding scale, texture and interest to the site.

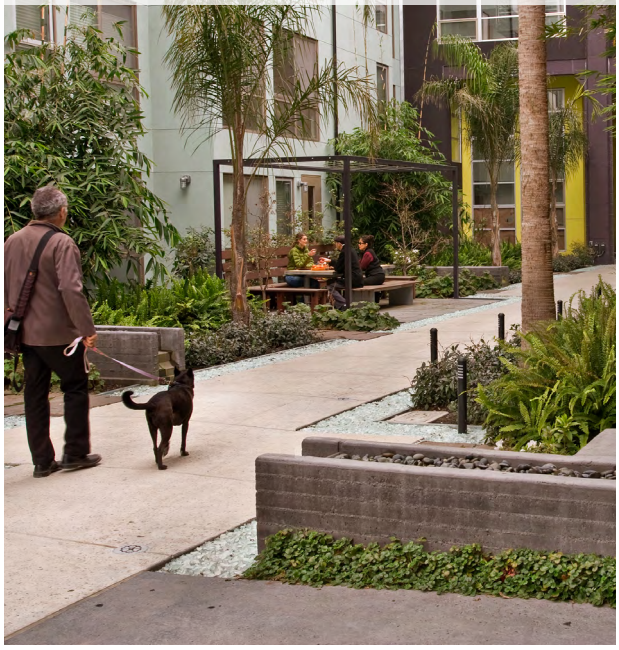
b. Locate deciduous trees to compliment passive solar strategies, providing shade in summer and allowing sun in the winter.

c. Use plantings where privacy is needed for more intimate and private spaces, or for screening traffic and/or service uses.

d. Choose plantings that complement the proportions and scale of the building, and offer color and interest throughout the year.

e. Ensure that landscape design relates to considers building features such as porches, balconies and roof areas.

The Pacific Cannery in Oakland, CA incorporates materials from a 1919 cannery to create a common court that helps unify public and private outdoor spaces in the development, and provides privacy for ground level residences.



L2 SUPPORT THE PUBLIC REALM WITH THE LANDSCAPE DESIGN

Intent

Landscape design is expected to be an integral part of public spaces, enhancing the functions, activities and character of the public realm.



Uptown Circle in Normal, IL provides seating, shade, and open space that captures 1.4 million gallons of stormwater, reusing it for water features and irrigation.

GUIDELINES

a. Use landscape design to connect a network of open spaces, appropriate to the project context. This open space network could include the streetscape and building frontages, spaces between buildings, or a series of planted areas and hardscape intended for outdoor use.

b. Encourage interaction between the building's interior uses and exterior public space, Including plazas, seating areas and other hardscape areas to support positive public activities appropriate to the context and building use.

c. Select plantings that reflect a sense of care, providing scale and seasonal color and interest.

d. Consider elements of continuity along streets to provide a level of character along a corridor, and unique elements of distinction that can serve as landmarks or wayfinding.

e. Complement building and landscape design with integrated public art that is developed with the community and overall project concept in mind.

A landscaped plaza in Harbor Square in Bainbridge Island provides pedestrian access that weaves together open spaces and connects residents with open space.



L3 INTEGRATE SUSTAINABLE FEATURES INTO THE LANDSCAPE AND MAKE THEM VISIBLE WHEREVER POSSIBLE

Intent

Sustainable landscape design helps build a network of productive ecosystems that promote local biodiversity, water and energy conservation, and provide a natural experience for the public in the built environment. Human-made landscapes in Bainbridge Island should strive to conserve water and material resources, support healthy and porous soils, and reduce the need for fertilizers and pesticides that damage natural ecosystems.



Thornton Creek Water Quality Channel in Seattle is a water treatment facility and public open space that connects the surrounding community while restoring the environment.

GUIDELINES

a. Promote water conservation with landscape design that prioritizes native and/or drought tolerant species.

b. Use plantings to provide shade and buffer from wind exposure.

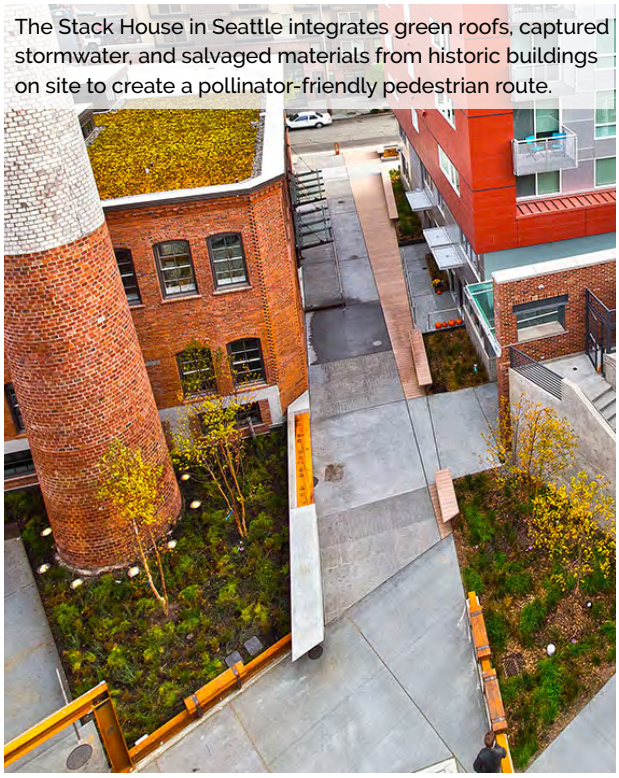
c. Locate trees to provide shading of paved surfaces and reduce heat island effect

d. Accommodate planting space for trees where there is not enough space for trees in the right-of-way.

e. Use local, low-impact, recycled, or sustainably sourced materials and/or repurpose non-hazardous waste materials in the landscape.

f. Utilize vegetative roofs to mitigate stormwater, grow food, provide habitat, reduce heat island effect, improve views and air quality.

g. Design landscape to absorb and reduce particulate matter.



The Stack House in Seattle integrates green roofs, captured stormwater, and salvaged materials from historic buildings on site to create a pollinator-friendly pedestrian route.

L4 INTEGRATE AND HIGHLIGHT GREEN INFRASTRUCTURE PRACTICES

Intent

Landscape design is expected to embrace hydrological functions and reduce the impact of development with green infrastructure. Green spaces offer opportunities for water treatment, infiltration and storage on developed sites in order protect water quality, relieve the burden on stormwater infrastructure, and reduce water use and heating and cooling costs.



Residential entries at the Expo in Seattle are lined with rain gardens that reduce development impacts while creating a balance of private, semi-private and public spaces.

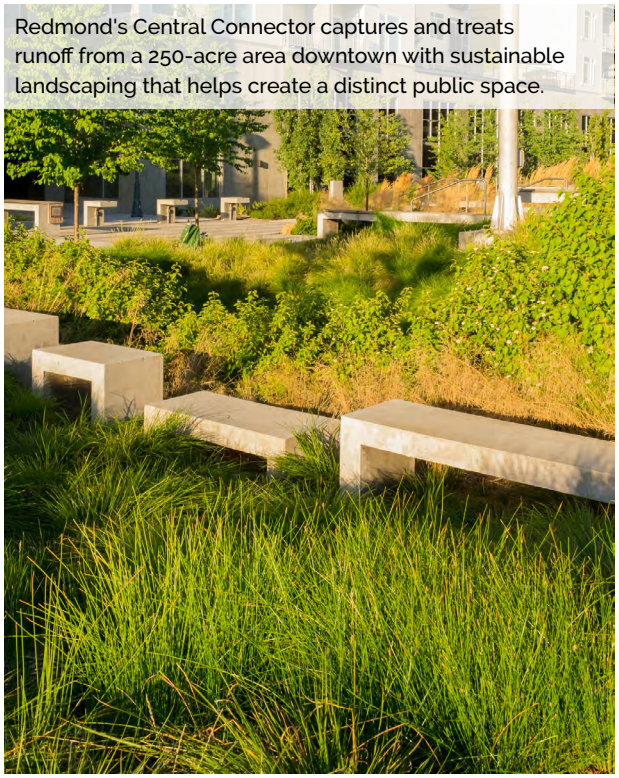
GUIDELINES

a. Preserve or restore hydrological functions of the natural landscape, improving stormwater quality through sustainable landscape and civil design practices including stormwater retention and infiltration where appropriate.

b. Use green stormwater infrastructure (GSI) strategies to reduce flooding by slowing and reducing stormwater discharges.

c. Include vegetative roofs and permeable paving for on-site stormwater management.

d. Capture rainwater for reuse and irrigation.



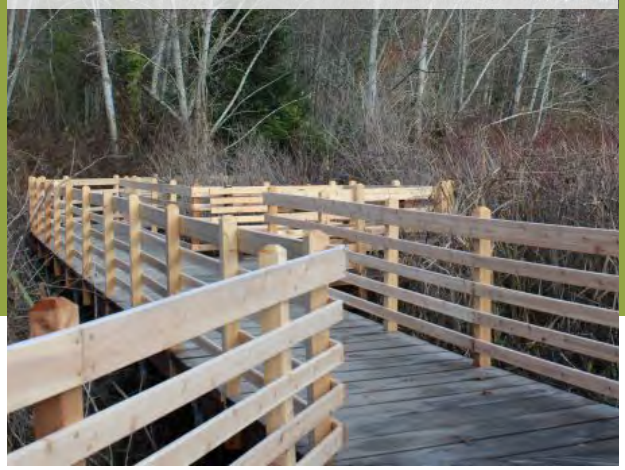
Redmond's Central Connector captures and treats runoff from a 250-acre area downtown with sustainable landscaping that helps create a distinct public space.

L5 SUPPORT HEALTHY HABITAT IN THE LANDSCAPE

Intent

Supporting and creating habitat strengthens a network of ecologically productive landscapes. Designing landscapes that are well adapted to unique microclimates of a project can help provide natural food sources and refuge from predators and inclement weather and mitigate the effects of human disturbance on wildlife populations.

Hawley Cove Park in Bainbridge Island protects native forest and wetland that provide rich wildlife habitat and connect to other natural shoreline areas.



GUIDELINES

a. Preserve large trees and other significant existing vegetation that contributes to larger biological and ecological systems.

b. Design plantings to support stormwater retention, infiltration and aquifer recharge.

c. Promote biodiversity though plantings that attractive to birds, pollinators and other wildlife.

d. Prioritize low maintenance, drought resistant native plantings.

This house on Whidbey Island uses a sustainable approach to site impact and visual character through rainwater reuse, native vegetated roof, and contextual ecological habitat.



L6 PRESERVE AND ENHANCE IMPORTANT VIEWS AND VIEW CORRIDORS

Intent

For some sites in Bainbridge Island, views of the water, mountains and forested areas are defining features. Landscape design should be sensitive to existing view corridors, take advantage of views, and reinforce visual connections with the public realm.



Eagle Harbor Waterfront Park provides waterfront access and views from trails and gathering spaces while retaining existing trees and using low-lying native plantings.

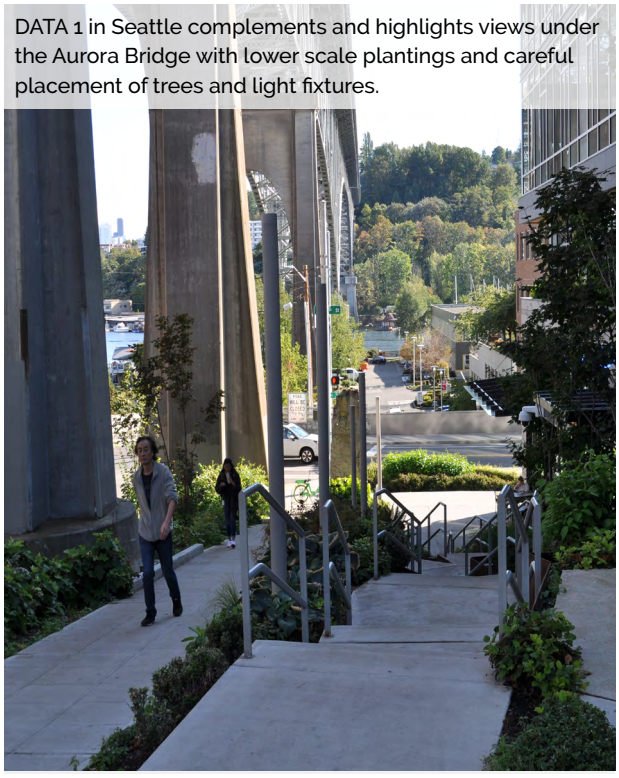
GUIDELINES

a. Preserve existing views and view corridors, locating new trees to frame, focus and/or complement views and view corridors.

b. Take care to prevent view blockage from the public realm, using lower scale plantings where appropriate and pruning existing trees with best practices of limbing-up rather than topping.

c. Design landscaped areas to complement territorial views, using vegetated roofs where appropriate to mitigate views of roofs.

d. Locate streets to capture distinctive views and create new viewpoints.



DATA 1 in Seattle complements and highlights views under the Aurora Bridge with lower scale plantings and careful placement of trees and light fixtures.

5 STREET TYPES & FRONTAGES

Introduction

Each public street in Bainbridge Island has a distinct character that is defined by the configuration of the right-of-way and the building frontages, public and open spaces and landscape that form the edges of each street. This chapter focuses on improvements related to new development or redevelopment that shape the pedestrian realm and the buildings that contribute to a distinct streetscape, and together reflect a desired future state for the street.

The guidelines in this chapter are intended to inform design decisions on-site and in the public right-of-way that contribute to the character and experience of the streetscape. The street types, frontages and guidelines described in this chapter do not replace or supersede the requirements of the "City of Bainbridge Island Engineering Design and Construction Standards and Specifications".

Key streets on the island are categorized into street types that are not defined by the same conditions, but share a similar vision and raise similar design considerations (see Street Types map on p46). Each street type defines common characteristics and guidelines that offer design direction and align with the vision for these streets. The street types regulate building orientation and façade design through specific building frontage typologies that are permitted only on certain street types. These building frontages outline how buildings should relate to each street and contribute to the public realm through greenery, public spaces, and entries consistent with the character of each street type.

STREET TYPES

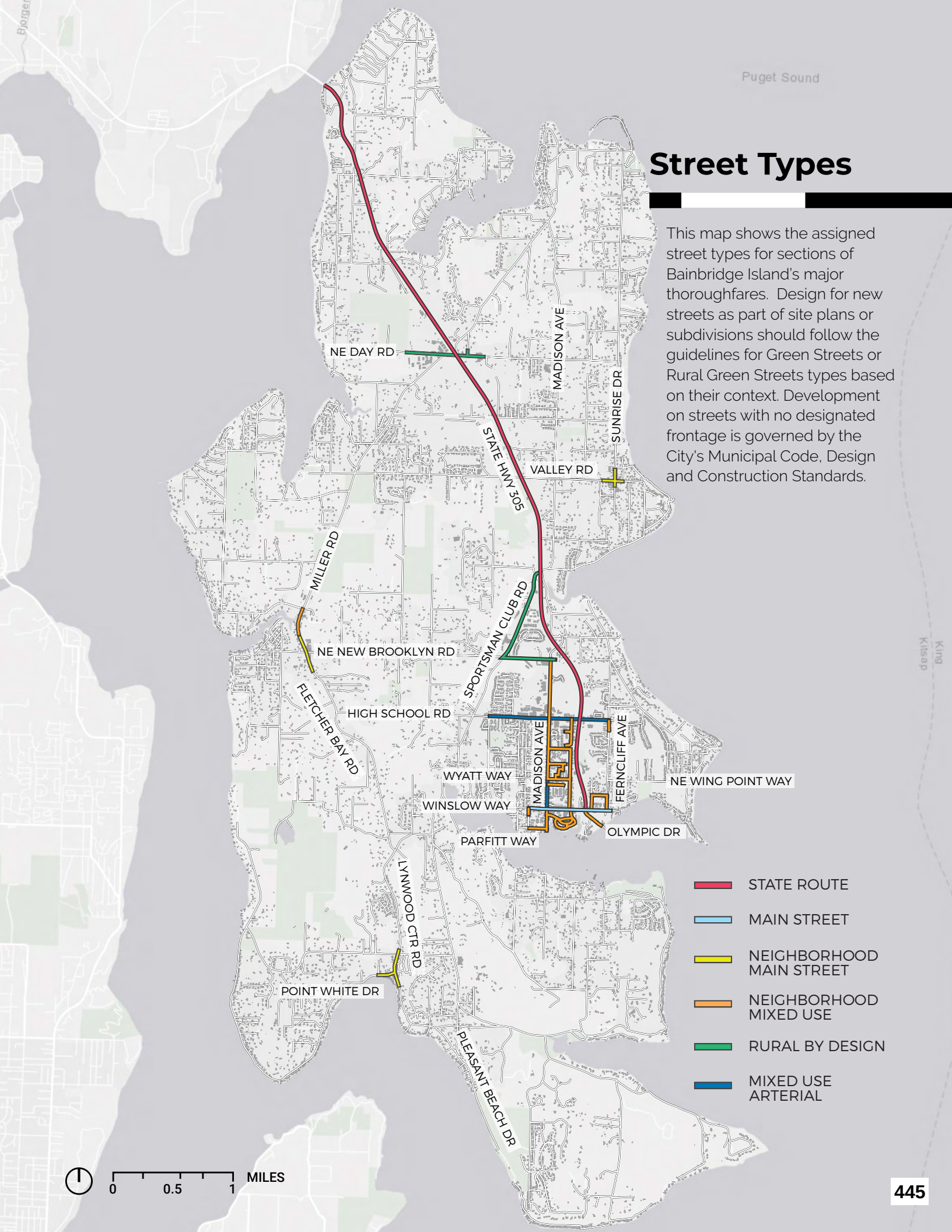
1. State Route
2. Main Street
3. Neighborhood Main Street
4. Neighborhood Mixed Use
5. Mixed Use Arterial
6. Rural by Design
7. Green Street
8. Rural Green Street

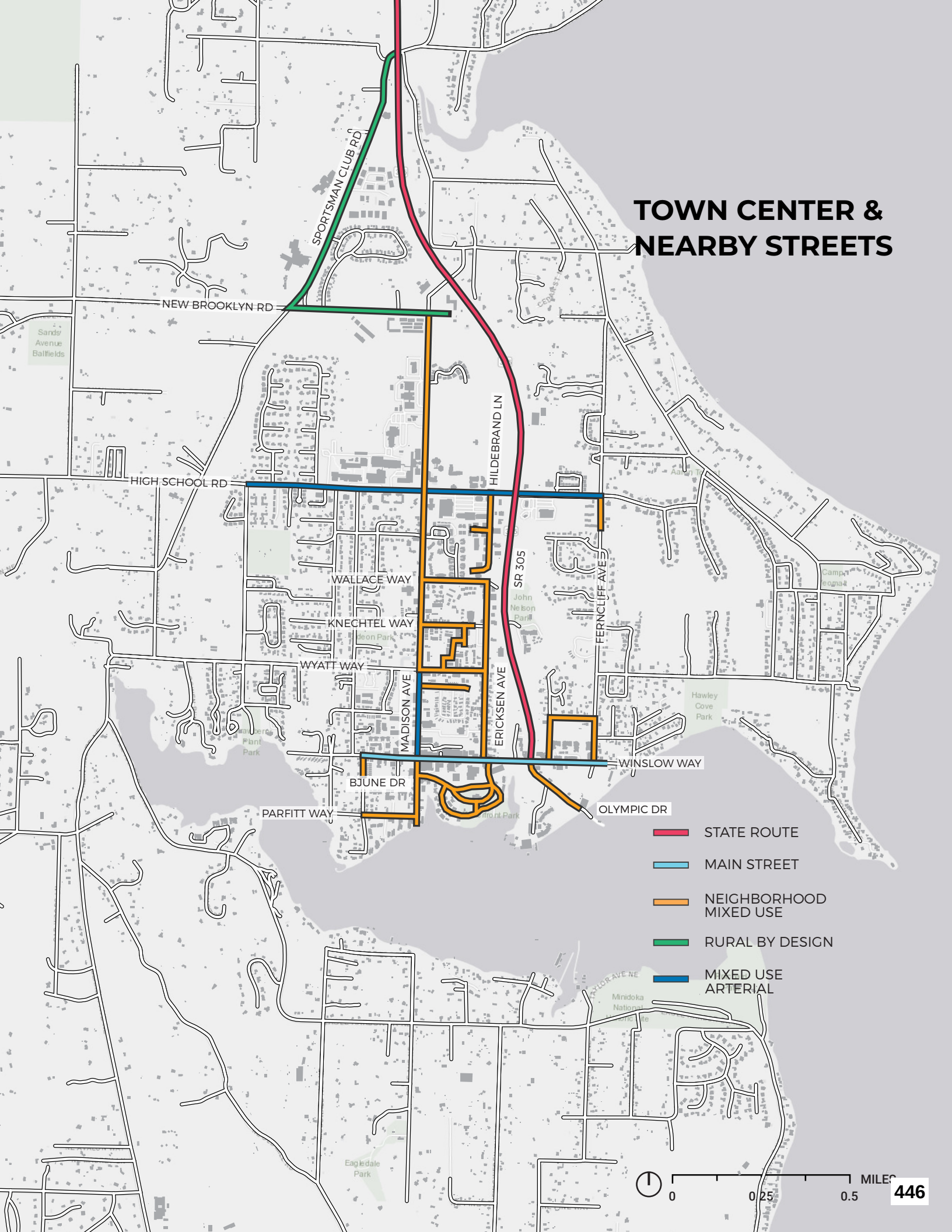
FRONTAGE TYPES

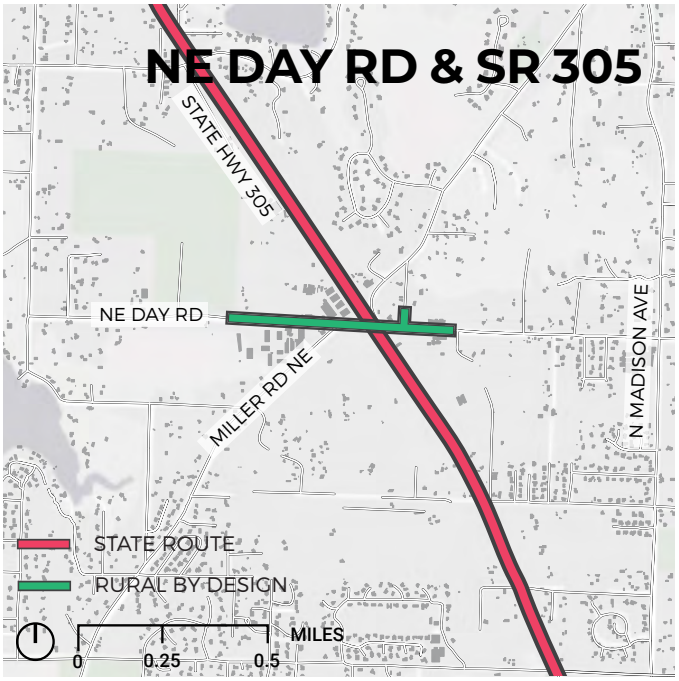
1. Linear / Storefront
2. Landscape
3. Plaza
4. Forecourt
5. Stoop / Terrace
6. Vegetated Buffer
7. Parking

Street Types

This map shows the assigned street types for sections of Bainbridge Island's major thoroughfares. Design for new streets as part of site plans or subdivisions should follow the guidelines for Green Streets or Rural Green Streets types based on their context. Development on streets with no designated frontage is governed by the City's Municipal Code, Design and Construction Standards.




TOWN CENTER &
NEARBY STREETS
SPORTSMAN CLUB RD
NEW BROOKLYN RD
HILDEBRAND LN
HIGH SCHOOL RD
SR 305
FERNCLIFF AVE
WALLACE WAY
KNECHTEL WAY
WYATT WAY
MADISON AVE
ERICKSEN AVE
WINSLOW WAY
BJUNE DR
PARFITT WAY
OLYMPIC DR
STATE ROUTE
MAIN STREET
NEIGHBORHOOD MIXED USE
RURAL BY DESIGN
MIXED USE ARTERIAL
0
0.25
0.5
MILES


NE DAY RD & SR 305
STATE HWY 305
NE DAY RD
MILLER RD NE
N MADISON AVE
STATE ROUTE
RURAL BY DESIGN
MILES
0
0.25
0.5


ROLLING BAY
SUNRISE DR
VALLEY RD
NEIGHBORHOOD
MAIN STREET
MILES
0
0.25
0.5


ISLAND CENTER
MILLER RD NE
NE NEW BROOKLYN RD
FLETCHER BAY RD NE
NEIGHBORHOOD
MAIN STREET
NEIGHBORHOOD
MIXED USE
MILES
0
0.25
0.5


LYNWOOD CENTER
LYNWOOD CTR RD
POINT WHITE DR
PLEASANT BEACH DR
NEIGHBORHOOD
MAIN STREET
MILES
0
0.25
0.5

1 STATE ROUTE



CHARACTERISTICS

a. Lane configuration per WSDOT

b. No pedestrians or activation at edge

c. Limited access

GUIDELINES

a. Minimize direct access from private property

b. Support off-road trail system

c. Restore native vegetation

d. Preserve and enhance Pacific Northwest forested character

e. Conform with state signage laws

f. Minimize site disturbance

2 MAIN STREET



CHARACTERISTICS

a. On-street parking

b. Wide sidewalks

c. Building to property line

d. Many glazed storefronts

e. Varied architectural style

f. Pedestrian through-routes

g. Fine-grained scale

GUIDELINES

a. Encourage activation of street frontage

b. Encourage through-routes

c. Integrate landscape and public art

3 NEIGHBORHOOD MAIN STREET



CHARACTERISTICS

a. Walkable neighborhood node

b. Sidewalk or other dedicated pedestrian facilities

GUIDELINES

a. Develop on-street parking

b. Activate the street with pedestrian oriented street level uses such as storefronts, restaurants, galleries etc.

c. Activate area between buildings and right-of-way with seating, art, gardens

d. Encourage sidewalks or other high quality pedestrian facilities

4 NEIGHBORHOOD MIXED USE



CHARACTERISTICS

a. Lower traffic volume

b. Typically walkable/bikeable route to access the downtown and ferry

c. Varied building frontage types

d. Generally landscaped edges

GUIDELINES

a. Infill or add to pedestrian and bike connections

b. Provide a landscaped setback to buffer residential uses

c. Enhance the varied character

5 MIXED USE ARTERIAL



CHARACTERISTICS

a. Arterial level street capacity

b. Varied land uses

c. Varied edge conditions

GUIDELINES

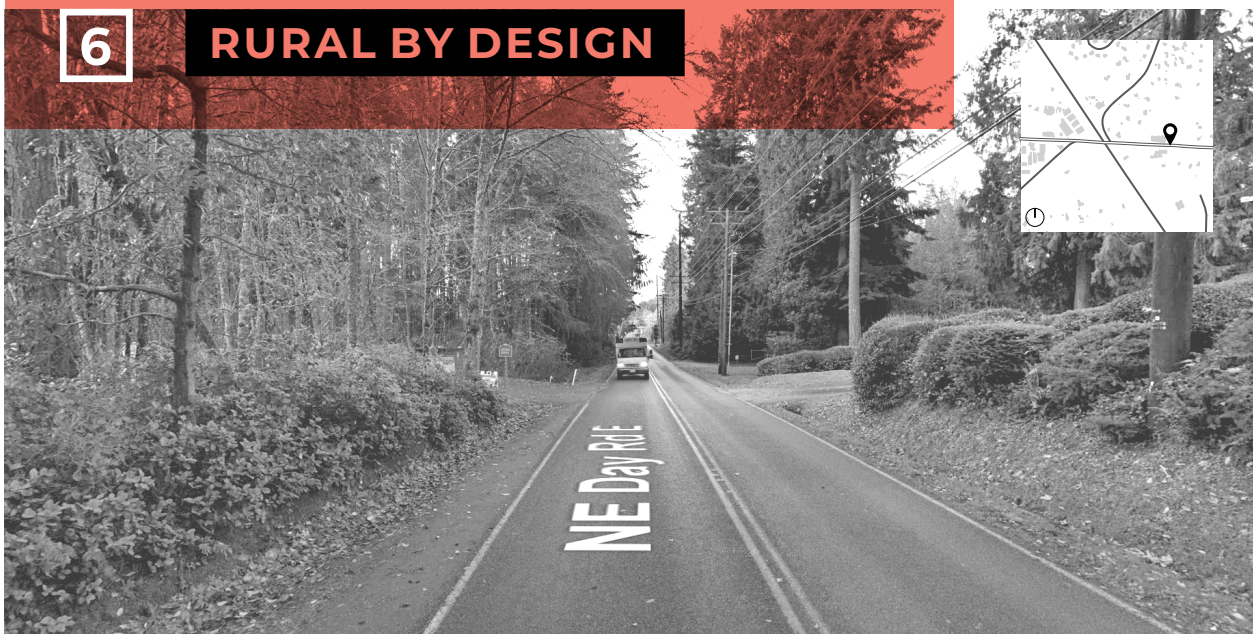
a. Provide landscaped setback to buffer residential uses

b. Provide, curb, gutter, sidewalk bike lane

c. Minimize curb cuts

d. Create on-street parking where appropriate

6 RURAL BY DESIGN



CHARACTERISTICS

a. Pedestrian shoulder or trail wherever possible

b. Green edge conditions

c. Narrow travel lanes

GUIDELINES

a. Retain green edge conditions and character

b. Protect or create swale drainage

c. Retain pedestrian shoulder or trail wherever possible

d. Maintain native vegetation

7 GREEN STREET



DESCRIPTION

The green street is intended to serve as a model for interior streets as part of subdivisions and larger commercial developments in commercial, industrial, mixed use and urban residential districts. It is not a designation for existing public streets, but included to guide street design as part of new development.

The examples on the following page show the application of Green Street guidelines for different types of roads, and accessways.

GUIDELINES

a. Minimize impervious cover and consider permeable paving

b. Integrate stormwater infiltration and retention into landscaped areas

c. Use curb alternatives to channel runoff into landscaping

d. Keep traffic speeds low with narrower travel lanes.

e. Emphasize pedestrians and open space as part of a shared space

f. Minimize paved area with shared driveways, access and parking areas.

g. Use trees to transpire water and mitigate heat island effects

EXAMPLE: SHARED STREET



Heavily landscaped shared pedestrian, bike, and vehicle street with large rain gardens and infiltration areas, and curb alternatives that channel stormwater into drainage and landscape areas

EXAMPLE: SHARED ALLEY ACCESS



Internal garage access via a shared alleyway with distinct paving and substantial rain gardens without curbs or with gaps in curbs and grading to direct runoff into landscape areas.

8 RURAL GREEN STREET



DESCRIPTION

The rural green street is intended to serve as a model for interior streets as part of subdivisions in non-urban residential districts. It is not a designation for existing public streets, but included to guide street design as part of new development.

GUIDELINES

a. Minimize impervious cover and consider permeable paving

b. Create a soft edge along the street and direct runoff into landscaped areas

c. Mitigate erosion along slopes and banks with vegetation and permeable stone fill

d. Integrate stormwater infiltration and retention into landscaping

e. Create a comfortable walking environment with lower traffic speeds

f. Use trees to transpire water and mitigate heat island effects

Building Frontages

Each street type is associated with a set of building frontages that would be permitted along streets of that type. Permitted frontage types for designated street typology, and the setbacks for each frontage type are shown in Table 1 below.

Each building frontage specifies an appropriate setback that applies across all street types. **On designated streets these required setbacks will supersede setback requirements contained in the Bainbridge Island Municipal Code.**

TABLE 1:

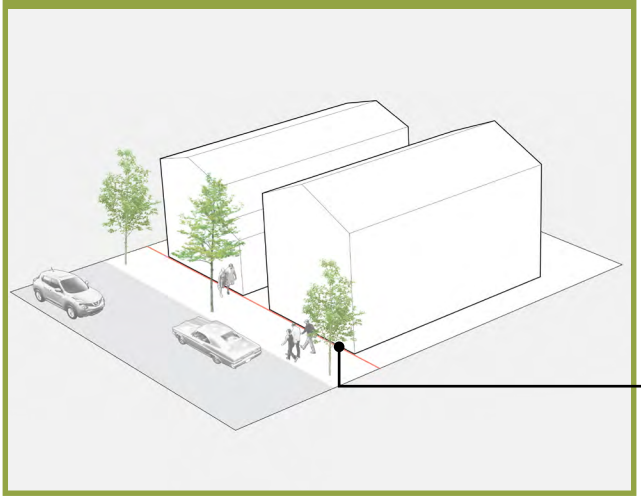
PERMITTED FRONTAGES BY STREET TYPE & SETBACKS

	LINEAR / STOREFRONT	LANDSCAPE	PLAZA	FORECOURT	STOOP / TERRACE	VEGETATED BUFFER
STATE ROUTE						✓
MAIN STREET	✓		✓	✓		
NEIGHBORHOOD MAIN STREET	✓		✓	✓		
NEIGHBORHOOD MIXED-USE	✓	✓	✓	✓	✓	
MIXED-USE ARTERIAL	✓	✓	✓	✓	✓	
RURAL BY DESIGN		✓				✓
SETBACK BY FRONTAGE	0 FT	10 FT - 20 FT	10 FT - 20 FT	0 FT	5 FT - 15 FT	25 FT - 50 FT

COURTYARD WIDTH: 10 FT - 30 FT
COURTYARD DEPTH: 10 FT - 30 FT

BUFFER

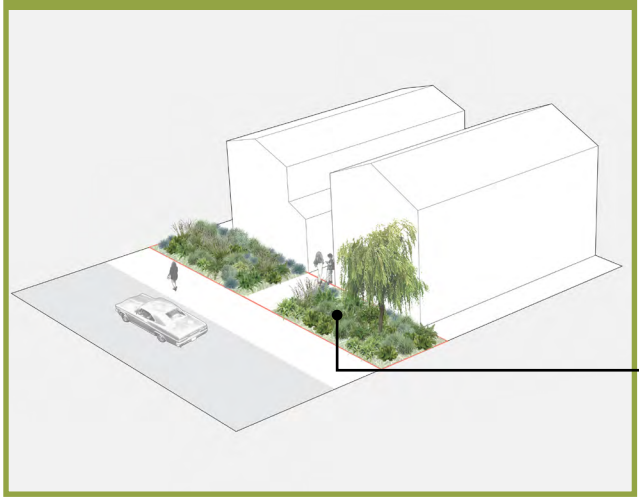
1 LINEAR / STOREFRONT



The linear or storefront building frontage has no setback from the right-of-way. It is the primary building frontage for pedestrian-oriented retail streets and is appropriate for active ground floor uses as part of non-residential or mixed-used development.

SETBACK: 0 Feet

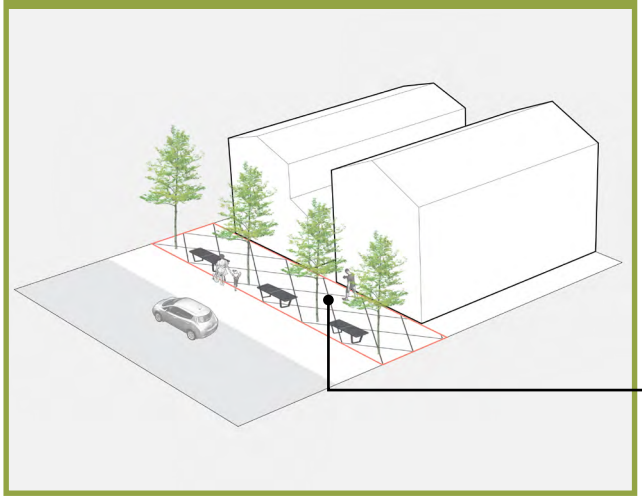
2 LANDSCAPE



The landscape building frontage includes a landscaped setback between the building and the right-of-way This frontage type is permitted on mixed-use and residential streets and is appropriate for office and residential uses particularly when on the ground floor.

SETBACK: 10 - 20 Feet

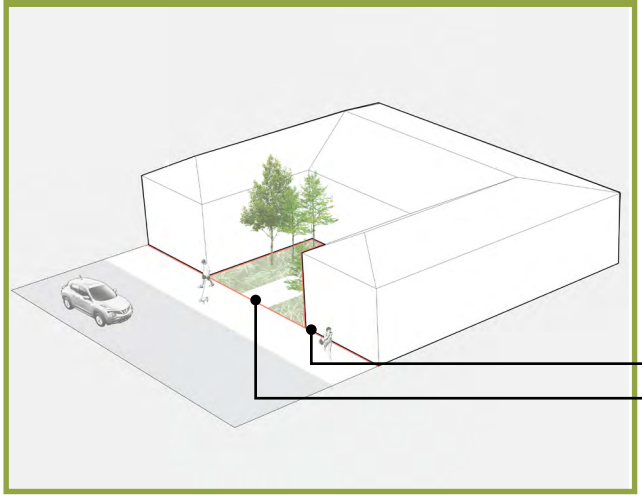
3 PLAZA



The plaza building frontage includes a pedestrian-oriented public space in the setback between the building and the right-of-way. This frontage type is permitted on retail and mixed-use streets and is appropriate for active uses such as retail, dining or civic and cultural uses. The plaza must contribute to and welcoming streetscape, and should support human activity, with amenities such as seating, outdoor dining and activation.

SETBACK: 10 - 20 Feet

4 FORECOURT

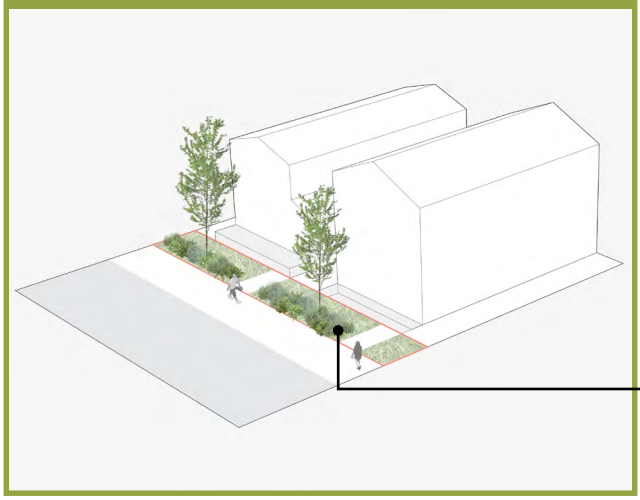


The forecourt building frontage has a defined open or public space at the entrance along the right-of-way. This frontage type is permitted along retail and mixed-use streets and is appropriate for a wide range of land uses and mixed-use development.

SETBACK: 0 Feet

COURTYARD: 10 - 30 Feet Depth
10 - 30 Feet Width
Must contain primary building entrances and open onto the primary public street

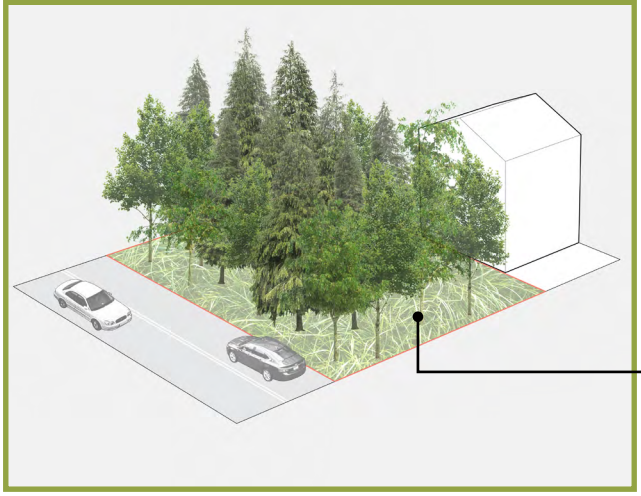
5 STOOP / TERRACE



The stoop / terrace building frontage includes a landscaped setback from the right-of-way that accommodates a porch, stoop or terrace at the building's primary entrance. This frontage type is permitted on mixed-use and residential streets and is appropriate for residential and non-retail commercial uses.

SETBACK: 5 - 15 Feet

6 VEGETATED BUFFER



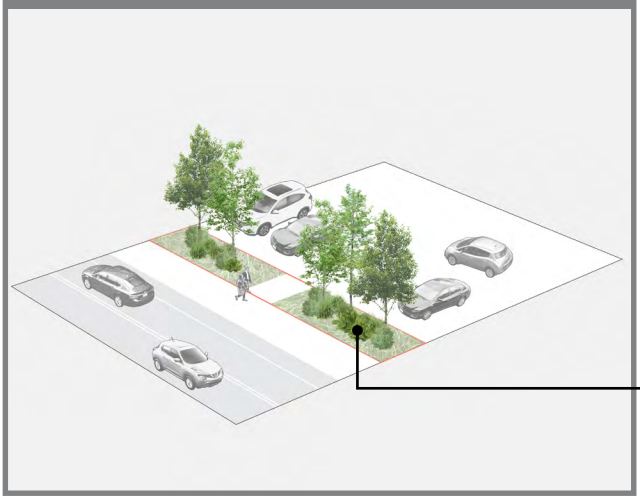
The vegetated buffer building frontage uses a deep setback to screen development from the right-of-way. This is the only frontage type permitted on SR 305, where access is limited, and it also appropriate for light industrial and inactive non-residential uses on Rural by Design streets. Vegetated buffers can be either natural, where vegetation has arisen naturally or deliberately landscaped to provide an effective screen where there is little natural context.

BUFFER: 25-50 Feet

NATURAL: Preserve or restore native vegetation consistent with conditions and species nearby.

LANDSCAPE: Create a landscaped screen with trees and understory plantings that are native or drought tolerant and compatible with the local microclimate.

PARKING



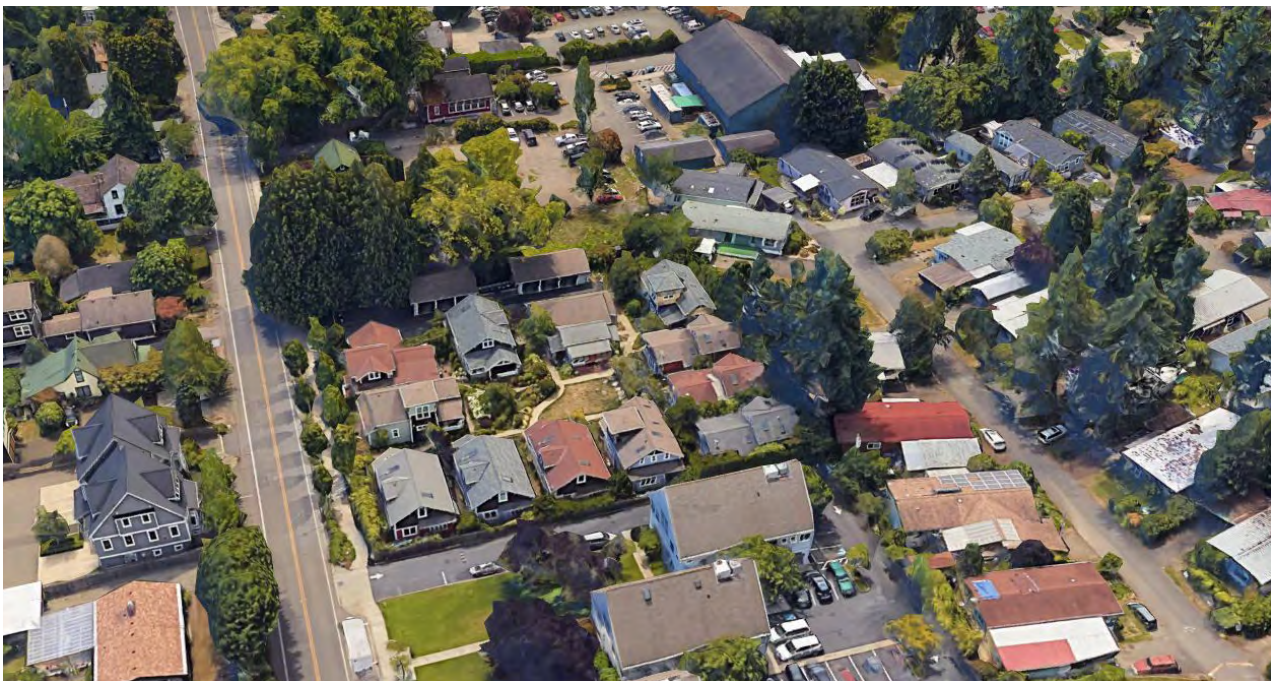
The parking frontage is the only frontage type with parking along the right-of-way. This frontage type is permitted only as an interim condition, where other frontages may be infeasible with parking requirements where a departure may be necessary. A landscaped area with trees and understory plantings is required between the right-of-way and the parking area.

SETBACK: 10 Feet Minimum

6 SUBDIVISION GUIDELINES

Introduction

The subdivision guidelines in this chapter and green street guidelines in the previous chapter support implementation of the City's subdivision standards contained in BIMC 17.12. Only the guidelines in this chapter and those relating to green streets in the previous chapter apply to subdivisions. The subdivision guidelines provide additional guidance and flexibility in meeting the subdivision standards based on the site and surrounding context.



TOPIC	GUIDELINE
ISLAND CHARACTER	Intent: Preserve and maintain Island character. Guideline: Subdivisions should advance *Design for Bainbridge's* values and guiding principles and reflect the special character of the island which includes downtown Winslow's small town atmosphere and function, neighborhood centers, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.
NEIGHBORHOOD CONTEXT	Intent: To reflect and/or enhance the context provided by existing roadway character and neighboring properties. Guideline: Site design should be informed by the context analysis and support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.
NATURAL AREA	Intent: To incorporate forested and/or other natural areas into site design in such a way that ecological and aesthetic integrity, qualities, and values are preserved or restored. Guideline: The required natural area shall be treated as a feature intrinsic to the subdivision design in order to maintain existing on- and off-site ecological processes and provide an asset of value to subdivision residents.
NATURAL SITE CONDITIONS	Intent: To preserve and integrate existing natural site patterns and features throughout the site. Guideline: Site development should be designed to preserve and integrate the natural conditions of the site, including existing topography, native trees and vegetation, drainage patterns, and ecological features based on an inventory and analysis of existing conditions. Homesite and infrastructure placement should complement natural topography and retain native vegetation to the maximum extent feasible.

TOPIC	GUIDELINE
HISTORIC AND CULTURAL RESOURCES	Intent: To preserve important historic and cultural resources. Guideline: Site design should maximize opportunities for preserving historic and cultural structures, and retain historic landscape features and connections.
STORMWATER	Intent: Integrate stormwater facilities in site design with emphasis on infiltration and dispersion practices. Guideline: Stormwater facilities should utilize existing drainage patterns and be designed as a site amenity, where feasible. Low impact development practices should be used throughout the site to minimize the size of ponds or vaults. Open stormwater facilities (ponds and bioswales) should provide a natural appearance through layout, design and landscape treatment, including shallow side slopes, curvilinear configuration, and use of native vegetation.
SEPTIC SYSTEMS	Intent: To minimize impact of septic facilities. Guideline: Design and locate sewage facilities to minimize site disturbance and native vegetation removal and utilize shared systems where feasible.
WATER CONSERVATION	Intent: To protect the Island's finite groundwater resources and adapt to the impacts of a changing climate. Guideline: Water conservation measures shall be considered in site design including use of native and drought tolerant vegetation, rainwater capture, and water reuse.
COMMUNITY SPACE	Intent: To promote a shared sense of community. Guideline: Community spaces should function as an integral part of the development.
CLUSTER HOMESITES	Intent: To promote interaction within the community and facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. Guideline: Homesites in long subdivisions should be grouped together unless the lay of the land and designation of the natural area suggest a dispersed homesite design.

TOPIC	GUIDELINE
SOLAR ACCESS	Intent: To provide solar access for wellbeing and energy production. Guideline: Site design, including street, lot, and homesite layout and orientation, should allow for passive and active solar access. Massing of buildings, tree retention, and introduced vegetation should take into account the effects of shade.
ACCESS AND CIRCULATION	Intent: To provide a practical and pleasant network of multi-modal circulation. Guideline: Pedestrian and bicycle connections to various parts of the development, the surrounding road or trail network, and adjacent parcels should be included in site design. Where possible these connections should take advantage of significant views.
MOTOR VEHICLES	Intent: To minimize the prominence of motor vehicle use and storage. Guideline: Site design and features related to motor vehicle use and storage should be minimized. Site design should consider shared driveways, minimum road widths, traffic calming measures such as Woonerfs and chicanes, and shared or clustered parking areas or structures.
HOMESITE DESIGN	Intent: To efficiently configure building footprint(s) and allowed uses within ~~a~~ homesites. Guideline: Homesite configuration should consider compact and energy-efficient home and site design with massive houses on small lots strongly discouraged.
DIVERSITY IN HOUSE DESIGN	Intent: To provide a range of home sizes and designs to achieve diversity in visual appearance and affordability. Guideline: House designs should be varied in size, massing, and frontage character using methods such as varied floor plans, staggered front yard setbacks, building modulation, and changes in exterior materials. Houses should display shared architectural features to establish continuity and harmony.
FACING PUBLIC STREETS	Intent: To reinforce neighborliness of homes along a public street. Guideline: Houses along interior public streets should orient the entry toward the street and avoid the use of solid walls and fences. Garages along the front façade should be de-emphasized by recessing vehicular entrances or locating the garage behind or on the side of the house.

7 SUPPLEMENTAL STANDARDS + GUIDELINES

Introduction

The supplemental standards and guidelines in this chapter are intended to address specific conditions of the site and surrounding context that require additional design guidance to ensure compatibility of new development. These conditions include larger sites (over 1 acre in size), historic places, and civic uses that each present unique design challenges and opportunities. New development and redevelopment that include these specific conditions are required to conform to the design Design Standards and Design Guidelines in this chapter in addition to those outlined earlier in this document.



Larger Sites

Intent: To develop larger sites (over 1 acre) to fit within the surrounding context and reinforce desired patterns of development including street typologies, frontage types, and minimizing the visual and physical impact of parking on the public realm.

STANDARD 1

Design sites to minimize the visual impact of parking on the public realm

GUIDELINES

a. Parking is not visible from the public realm.

b. Use landscaping to buffer and minimize the visual impact of parking.

c. Locate parking under the building.

d. Provide on-street parking on public streets.

e. Provide a series of smaller groupings of parking to minimize the visual and functional impacts.



Shopping center retail in University Village in Seattle is oriented toward public spaces and streets with human scale design and pedestrian amenities

STANDARD 2

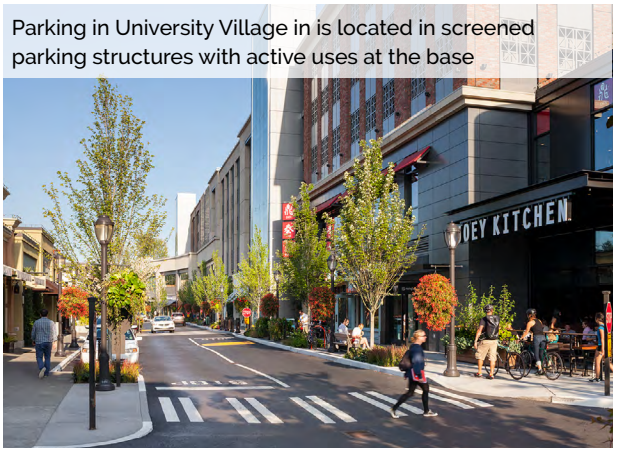
Design the site by clustering buildings and arranging them with frontages on public streets, public spaces, or open space.

GUIDELINES

a. Design the site so buildings front on a public street.

b. Design the site with buildings fronting on a public space with a variety of activities and functions.

c. Design the site with buildings fronting on public or semi-public open space with human-scaled design elements.



Parking in University Village in is located in screened parking structures with active uses at the base

Historic Places

Intent: To ensure that new and infill development are compatible with historic areas, sites, and buildings on the Island. Historic properties are those with structures that are 50 years or older and would be eligible for the national, state or local register of historic places, or sites that are listed on those registers.

STANDARD 1

Design the site, building(s), and landscape to be compatible with historic buildings without directly mimicking historic architectural styles.

GUIDELINES

a. Use site design, massing, height, rooflines, pedestrian entrances, materials, and colors to complement historic places.

b. Design sites and buildings in historic areas to meet the Secretary of the Interior's standards for modifications to existing historic buildings and infill development.

c. Design buildings to be consistent with the scale of nearby historic buildings or districts based on the context analysis.

d. Consider historic landscaping that contributes to the context of historic buildings.



A new building in Rolling Bay complements the scale and architecture of the historic Bay Hay & Feed.

STANDARD 2

Maintain the historic integrity of buildings over 50 years old listed or eligible for the national or local register of historic places.

GUIDELINES

a. Minimize alterations to historic buildings and properties that are inconsistent with the original design of the building.

b. Restore buildings to their original historic design elements when previously altered.

Reference the City of Bainbridge Island's website for historic listings on the local and state registers: HERE



A conversion of a historic guardhouse in Fort Ward retains the historic façade and detailing of the original building.

Civic Uses

Intent: The design of civic uses and public spaces should be prominent, highlight their unique role in the community and reflect local values and civic identity. Civic projects should maximize opportunities for public benefits through integrated design.

STANDARD 1

Design civic uses and sites to reflect and contribute to their function and role in the community while being clearly identifiable as a civic use.

GUIDELINES

a. Locate civic uses in prominent locations (such as in Downtown Winslow), and design them to serve as landmarks unless their use and function warrants another location.

City Hall, located in Downtown Winslow, is a clearly identifiable public building with glazing and a clear public entrance along Madison Ave.



STANDARD 2

Design civic sites and buildings to serve multiple functions such as public space, community gatherings, public art, and other compatible uses.

GUIDELINES

a. Civic uses may use unique frontage types to highlight uses, and public amenities with larger open spaces, gardens, art and other elements between the street and the building.

b. Integrate public open space in the design of civic sites including plazas, parks, seating areas, natural areas, and other amenities.

The Historical Museum offers a gathering space and a place to interact with parts of the Island's history.



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Photographer or firm listed by page and position.

PAGE: Section	POSITION: Source	POSITION: Source
COVER	Coates Design Architects	
Design on Bainbridge		
PG 1: Design on Bainbridge	WikiMedia Commons	
PG 2: Design on Bainbridge	Framework	
PG 3: Values and Principles	Framework	
Context Analysis		
PG 13: Context Analysis	The Island Gateway	
Site Design		
PG 18: Site Design	APsystems Solar / A+R Solar	
PG 19: Site Design - S1	TOP: Berger Partnership	BOTTOM: Berger Partnership
PG 20: Site Design - S2	TOP: Seattle Public Utilities	BOTTOM: PWL Partnership
PG 21: Site Design - S3	TOP: Wenzlau Architects	BOTTOM: Framework
PG 22: Site Design - S4	TOP: Framework	BOTTOM: Framework
PG 23: Site Design - S5	TOP: Framework	BOTTOM: Framework
PG 24: Site Design - S6	TOP: Framework	BOTTOM: Framework
Public Realm		
PG 25: Public Realm	Framework	
PG 26: Public Realm - P1	TOP: Camelia Apartments	BOTTOM: Southern Living
PG 27: Public Realm - P2	TOP: Framework	BOTTOM: Flatrock Productions
PG 28: Public Realm - P3	TOP: Berger Partnership	BOTTOM:: Curbed Los Angeles
PG 29: Public Realm - P4	TOP: Framework	BOTTOM: Framework
PG 30: Public Realm - P5	TOP: Framework	BOTTOM: Framework
PG 31: Public Realm - P6	TOP: Building Salt Lake	BOTTOM: Framework

PAGE: Section	POSITION: Source	POSITION: Source
Building Design		
PG 32: Building Design	CTA Design Builders Inc.	
PG 33: Building Design - B1	TOP: Coates Design Architects	BOTTOM: Framework
PG 34: Building Design - B2	TOP: Wenzlau Architects	BOTTOM: Culter Anderson Architects
PG 35: Building Design - B3	TOP: Framework	BOTTOM: Framework
PG 36: Building Design - B4	TOP: Kriegh Architects	BOTTOM: Framework
PG 37: Building Design - B5	TOP: Framework	BOTTOM: Johnston Architects
Landscape		
PG 38: Landscape	Berger Partnership	
PG 39: Landscape - L1	TOP: Berger Partnership	BOTTOM: Miller Company Landscape Architects
PG 40: Landscape - L2	TOP: Uptown Normal	BOTTOM: Framework
PG 41: Landscape - L3	TOP: SvR Design Company	BOTTOM: Berger Partnership
PG 42: Landscape - L4	TOP: Berger Partnership	BOTTOM: Berger Partnership
PG 43: Landscape - L5	TOP: Bainbridge Island Parks & Recreation	BOTTOM: Berger Partnership
PG 44: Landscape - L6	TOP: Walker Macy	BOTTOM: Framework

PAGE: Section	POSITION: Source	POSITION: Source
Street & Frontage Types		
PG 46: Street Types	Framework	
PG 47: Street Types	Framework	
PG 48: Street Types	TOP LEFT: Framework	TOP RIGHT: Framework
PG 48: Street Types	BOTTOM LEFT: Framework	BOTTOM RIGHT: Framework
PG 49: Street Types - 1	Google, 2019	
PG 50: Street Types - 2	Google, 2019	
PG 51: Street Types - 3	Google, 2019	
PG 52: Street Types - 4	Google, 2019	
PG 53: Street Types - 5	Google, 2019	
PG 54: Street Types - 6	Google, 2019	
PG 55: Street Types - 7	Kevin Robert Perry, Urban Rain Design	
PG 56: Street Types - 7	TOP: Google, 2019	BOTTOM: City of Auckland, NZ
PG 57: Street Types - 8	Framework	
PG 59: Building Frontages	TOP: Framework	BOTTOM: Framework
PG 60: Building Frontages	TOP: Framework	BOTTOM: Framework
PG 61: Building Frontages	TOP: Framework	BOTTOM: Framework
PG 62: Building Frontages	Framework	
Subdivision Guidelines		
PG 63: Subdivision Guidelines	Google, 2019	
Supplemental Guidelines		
PG 67: Supplemental Guidelines	Google, 2019	
PG 68: Supplemental Guidelines	TOP: Hewitt Architects	BOTTOM: Hewitt Architects
PG 69: Supplemental Guidelines	TOP: Framework	BOTTOM: Jennifer Pells
PG 70: Supplemental Guidelines	TOP: Framework	BOTTOM: Framework

DESIGN FOR BAINBRIDGE

DESIGN REVIEW MANUAL

APPENDIX
DOCUMENTS REQUIRED FOR DESIGN REVIEW

Minimum Document Format: All submittal drawings and revisions shall be submitted at each meeting as a complete package, whether only one or multiple sheet changes.

The first page of every submittal package must show the Project Name, Permit Number, and Applicant Name. Each sheet must include Page# of #, submittal date, and a legible description of sheet contents.

A Preapplication Conference

1. Project Zoning Summary
2. Context Analysis Map – Existing property including surrounding uses
3. Site Photos – up to 500' from property (optional)
4. Conceptual Site Analysis (topography, physical and natural features on site, trees >6" dbh)
5. Conceptual Site Plan (including pedestrian, vehicular access, architectural massing concept)

B Meeting #1: Conceptual Review

1. Project description and design narrative
2. Project zoning summary
3. Basic site analysis describing appropriateness of proposed use for the subject property
4. Context map showing property and surrounding uses (google maps minimum)
5. Photos of the site and surrounding area up to 500 ft from property
6. Conceptual site plan(s)
7. Development program (e.g. residential, live/work, retail, office, number of parking stalls)

C Meeting #2 Design Guidance Review

1. Context Analysis including:
    a. aerial photo (Google Earth Image is sufficient) and streetscape photos with streets and site boundaries indicated.
    b. vicinity map showing existing conditions including adjacent structures, uses and zoning up to 500 feet from property lines.
    c. documents, photos, maps etc., that respond to Chapter 3: Context Analysis Pgs. 17-20 of the Design For Bainbridge 2019
    d. applicant shall refer to Context Analysis (C-1 through C-6) in the Design for Bainbridge book.
2. Design Standards Worksheet (DRAFT) previously recommended during meeting #1. Review Design for Bainbridge Standards:
    a. Site Design Standards (S-1 through S-5)
    b. Public Realm Standards (P-1 through P-6)
    c. Building Design Standards (B-1 through B-5)
    d. Landscape Standards (L-1 through L-6)
3. Preliminary Drawings:

A. Site plan:

1. roadways, traffic patterns, parking areas, vehicular, pedestrian, and bicycle circulation on the site, trails, facilities, proposed infrastructure, including vehicle and bicycle batter charging provisions.
2. estimates of square footage provided/allowed for commercial space and/or residential units.
3. estimates of landscape area provided/required.
4. estimates of parking spaces provided/required.
5. location and description of mechanical, accessory or trash/ recycle structures on site.
6. location of adjacent buildings and features located on the site perimeter within 100 feet.
7. relationship of proposed development to significant site features and trees
8. all known easements on-site and within 100 feet of property lines shall be identified.
9. all known utilities above and below ground shall be identified.
10. separate drawing showing color code uses proposed including but not limited to buildings, landscaping, community spaces, natural areas, and other uses.

B. Landscape plan:

1. streetscape and landscape elements
2. bike racks, benches, fire pits, pea patches, outdoor playground areas.
3. list of plant materials used.

C. Floor Plan(s):

1. ground floor/ entrance plan(s), showing the ground floor uses.
2. roof plan of new structures – including pre-wire for solar panels if none provided.
3. locations of entrances, outdoor areas, and vehicular access to the structure.
4. building locations, secured bicycle storage, courtyards, setbacks.

D. **Site Sections:**

1. site sections extending to adjacent buildings within 100 feet of the property line.
2. section through the most critical area of the structure(s) with property lines, preliminary floor to floor heights, overall height, and spot elevations noted.

E. **Building Elevations**:

1. eye level perspective from major street location.
2. elevations of each structure (all four sides) and of adjacent structures in relative scale.
3. identification and discussion of material and color selections identification and discussion of mechanical screens and venting locations.

F. **Preliminary Axiomatic drawings:**

1. aerial perspective depicting entire project and adjacent buildings in context.

4. Residential Subdivisions: Documentation of the four-step design process (BIMC 2.16.070.D, Short Subdivisions or BIMC 2.16.125.D, Preliminary Long Subdivisions)

D Meeting#3 Design Review & Recommendation

1. Context Analysis (from Design Guidance meeting#2)
2. Completed Design Standards Worksheet with comments from both the applicant and DRB.
3. Full Summary and rationale for all requested departures from Design Standards identified in Design for Bainbridge 2019.
4. Final Drawings and Plans Required:

A. **Site Plan**

1. all streets and property lines with dimensions.
2. final roadways, parking areas, vehicular and pedestrian circulation on the site.
3. final location and description of mechanical, accessory or trash structures on site.
4. location of adjacent buildings and features located on the site perimeter.
5. significant existing trees that are to be saved on the site and basic landscape features.
6. adjacent buildings and features within 500 feet of the site or across the street.
7. final square footage provided/ allowed for commercial space and/or residential units.
8. final landscape area provided/ required.
9. final parking spaces provided/ required.

B. **Landscape Plan:**

1. streetscape and landscape elements
2. bike racks, benches, fire pits, outdoor playground areas.
3. final selection of existing trees and plants incorporated into the landscape design.

C. **Floor Plan(s):**

1. final Plans showing uses for all floors.
2. final design for all entrances, outdoor areas, and vehicular access to the structure.
3. final design for building modulation indicating setbacks with dimensions and changes in material.
4. adjacent building locations, courtyards, setbacks, ground floor uses and section references.

D. **Sections:**

1. final transverse and longitudinal sections through the entire site extending 100 feet past the property line to adjacent buildings or buildings across a roadway. (These sections can include the "b" sections that follow.)
2. final transverse and longitudinal sections through each structure with property lines, floor to floor heights, overall height, and spot elevations noted.

E. **Elevations:**

1. final elevations of each structure including exterior mechanical screens, venting locations and adjacent structures in context.
2. final material and color notes as needed for clarification.
3. scale figures and transparent street trees or planned landscaping.
4. final roof plan of new structures and their proposed entrances.

F. **Renderings:**

1. eye level perspective renderings from two opposite street locations.
2. at least one depicting entire project with adjacent buildings in context.
3. optional: video fly-through project

G. **Preliminary Exterior Lighting Plan:**

1. final location of exterior lights and indication of light spillage at night.
2. description, images, color and finish of selected fixtures.

H. **Materials and Colors:**

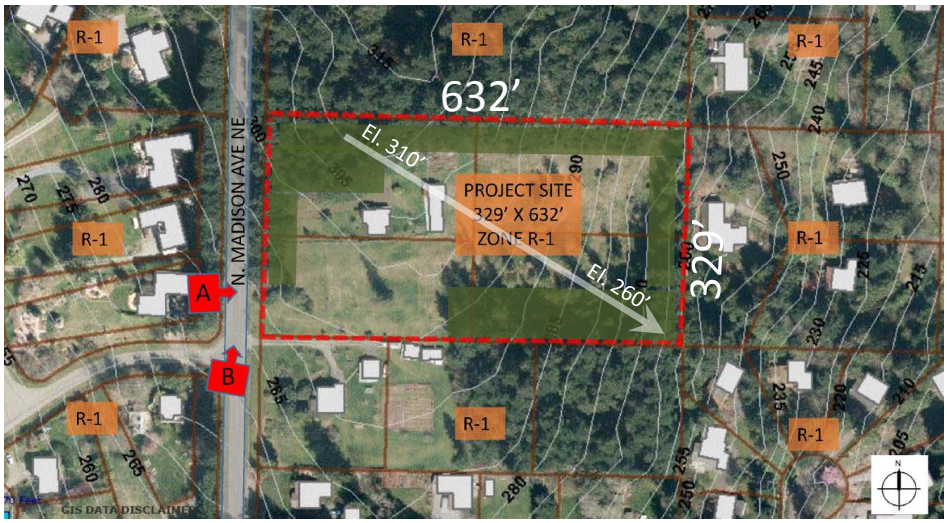
1. Final color and material board(s) with accurate reference to drawings.
2. Final landscape color and material board(s) with accurate reference to drawings.
3. Critical materials should have samples provided for the review meeting.

B APPENDIX
SAMPLE SITE PLANS & BUILDING ELEVATIONS

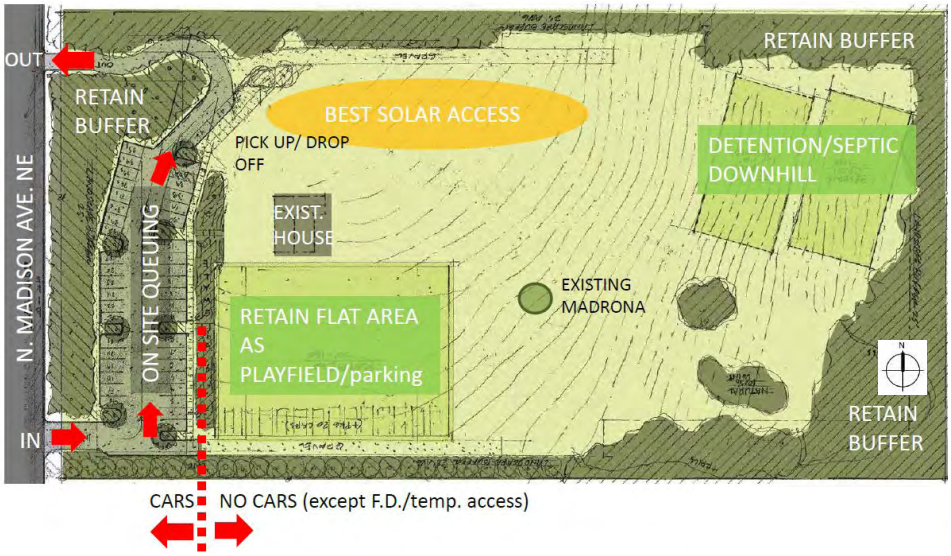
Project description and design narrative

Project zoning summary sample

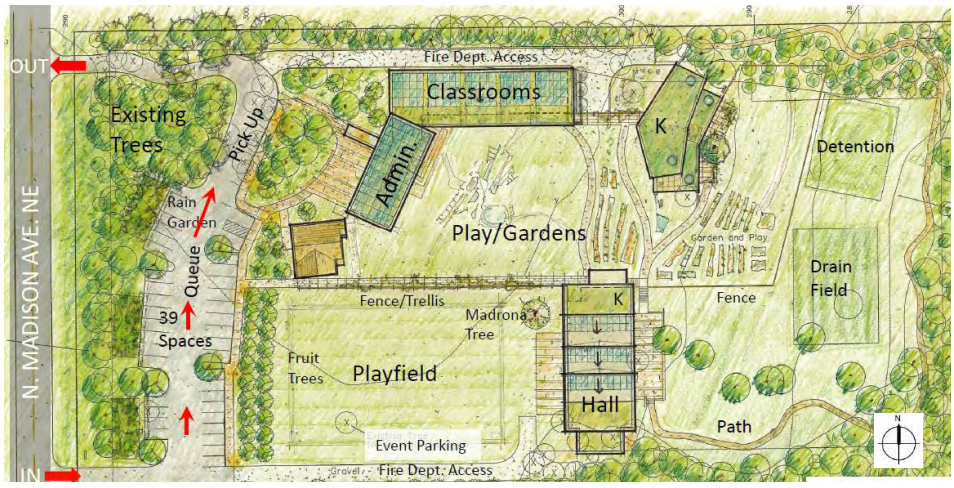
Context analysis map



Conceptual site analysis



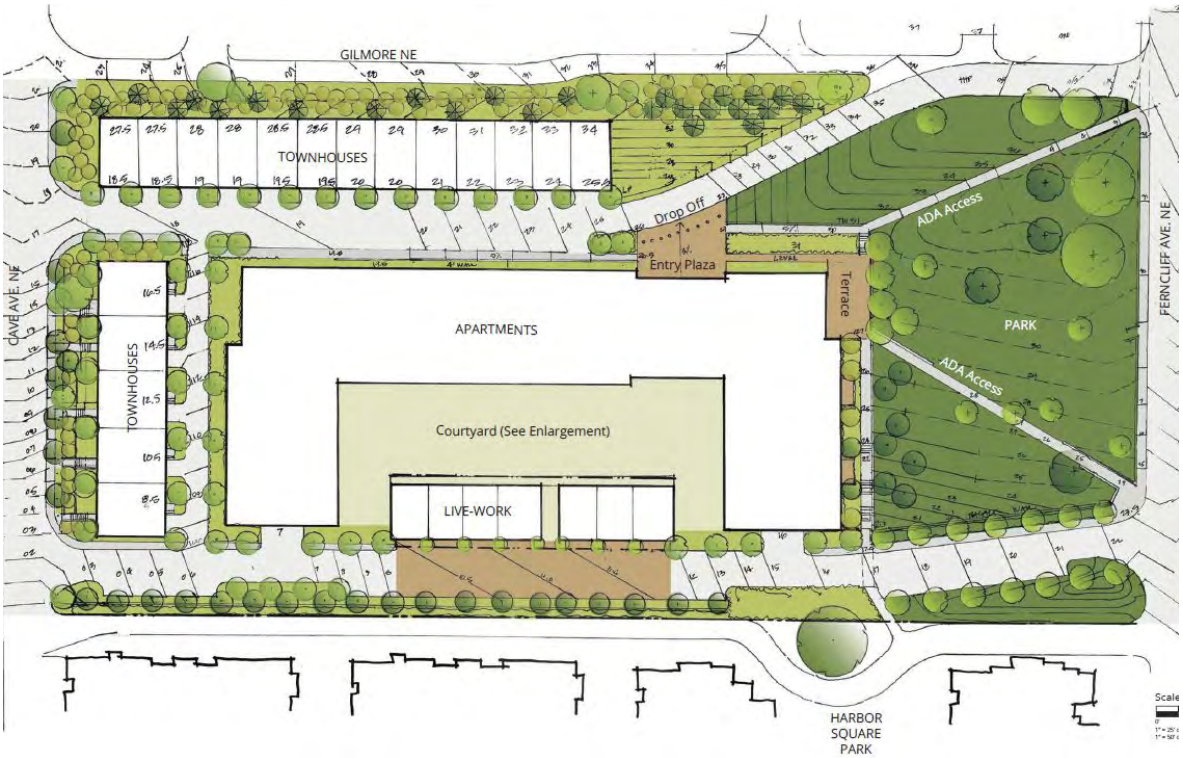
Conceptual site design



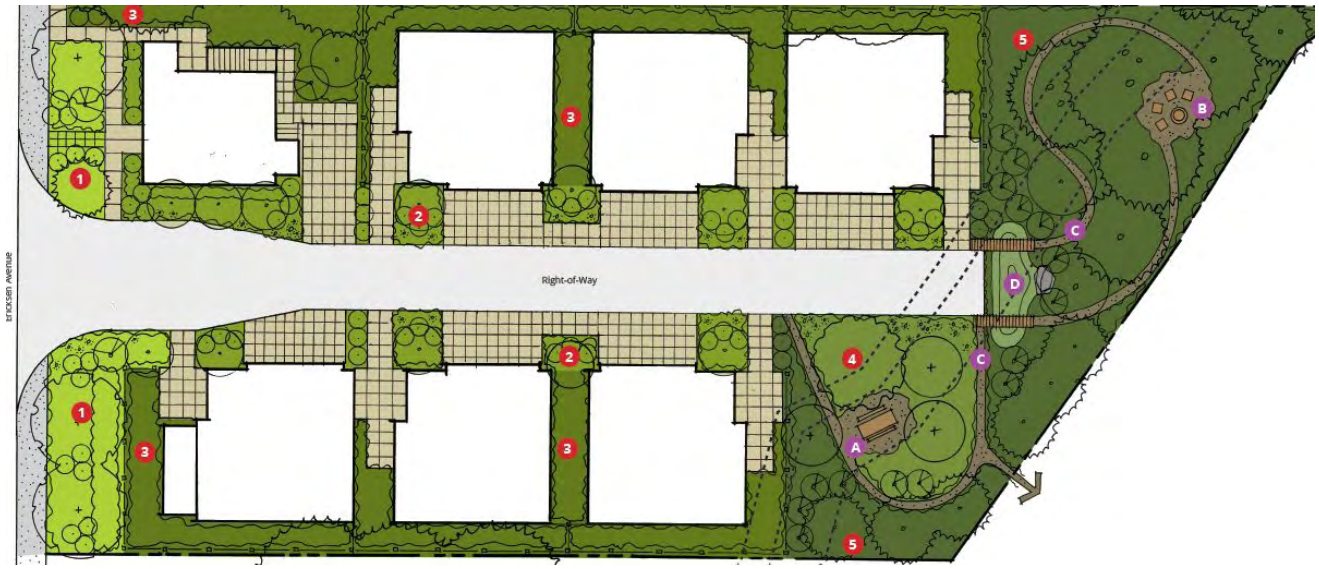
Development program & conceptual site plan



Illustrative Site Plan

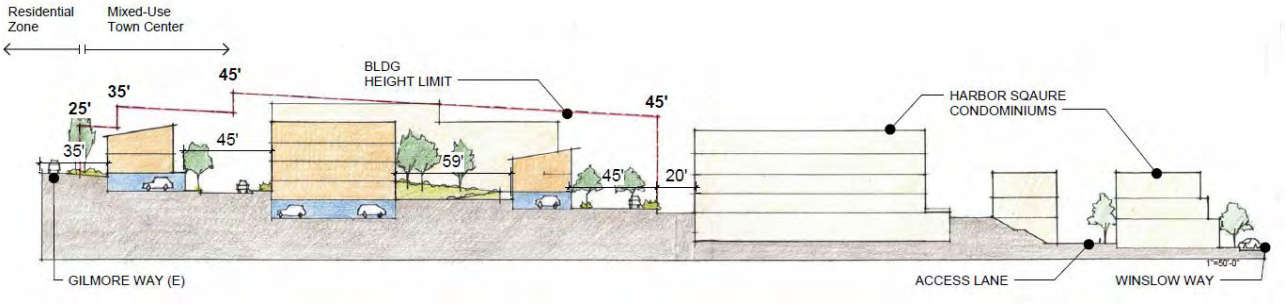


Conceptual landscape plan

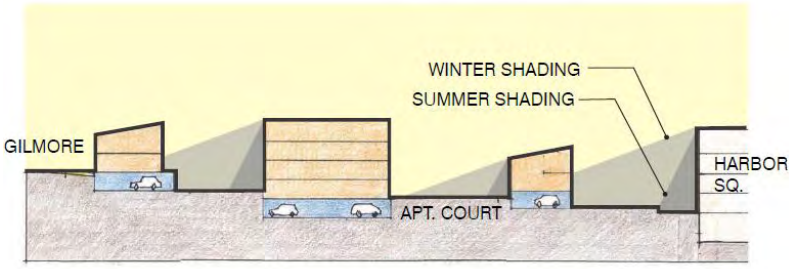


Floor plan

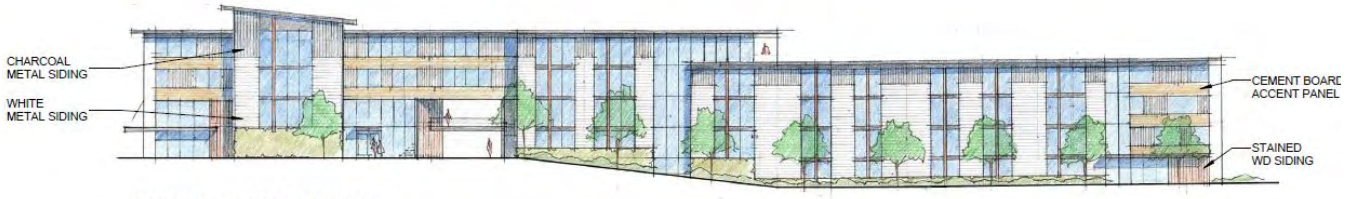
Section & massing



Section & sun/shadow analysis



Color elevations with materials



APARTMENT - NORTH ELEVATION



APARTMENT - EAST ELEVATION



APARTMENT - WEST ELEVATION



APARTMENT & LOFT HOMES - SOUTH ELEVATION

Perspective rendering



Material & Color

Summary of Revisions to *Design for Bainbridge*

Pp. 10-11, Design Review Process

Revisions: Updated and re-ordered meeting descriptions

NOTE: See Appendix A for submittal requirements for each individual meeting below.

1. **Preapplication Conference**. The Preapplication conference with City staff is intended to provide information to the applicant in response to the submittal of a preliminary site plan and a conceptual design for the project, showing how it responds to site characteristics and the context of neighboring uses. City staff shall identify potential issues/concerns related to applicable City development regulations and standards including, but not limited to, zoning, environmental, utilities, transportation and stormwater regulations, and relevant Comprehensive Plan goals and policies.

City staff shall ensure that the applicant is aware of the standards and criteria involved in review and approval of the project, both in the Bainbridge Island Municipal Code and the *Design for Bainbridge* manual. Planning staff shall prepare a summary letter detailing the pre-application guidance, to be provided to the applicant and the Design Review Board. See Appendix A below for a complete list of design related submittal requirements, in addition to other requirements in the Administrative Manual.

2. **Conceptual Review Meeting**. The Conceptual Review meeting is an applicant-led presentation to review site-specific conditions and contextual considerations for the design of development on site. This discussion is intended to inform strategies for site planning and massing that respond sensitively to the neighborhood context and the public realm as described in *Design for Bainbridge*. See Appendix A for a complete list of submittal requirements.

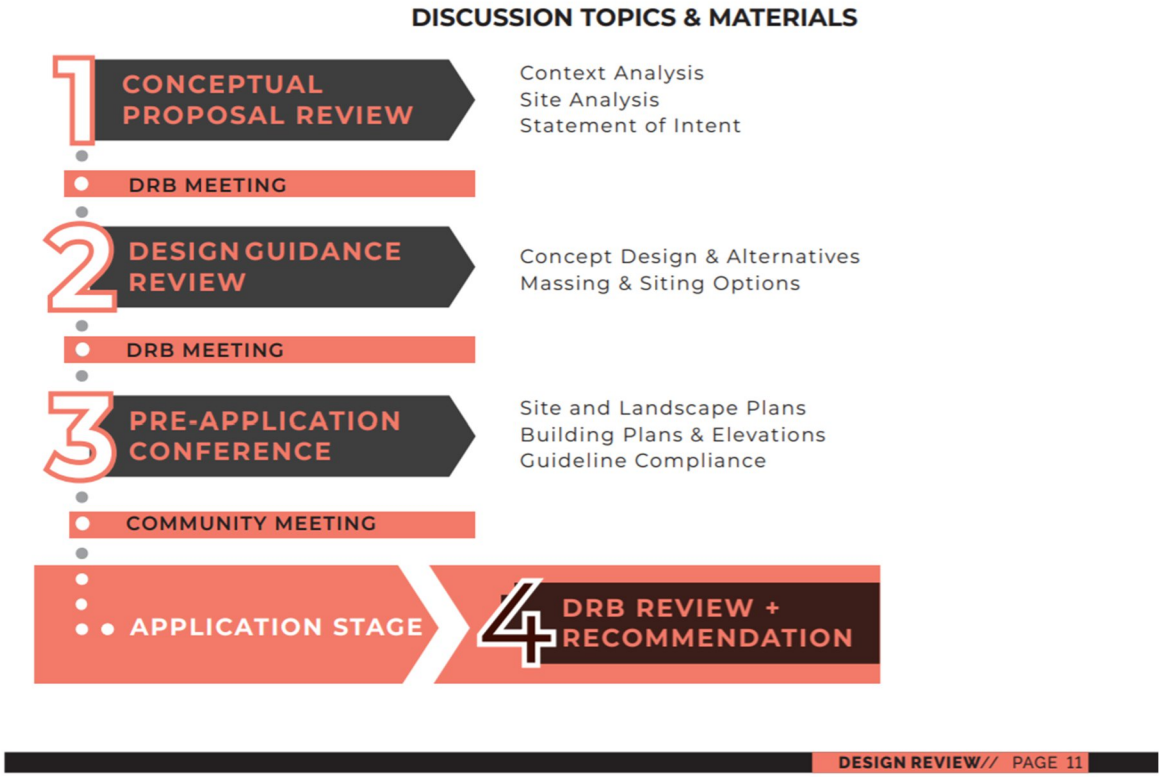
3. **Public Participation Meeting**. Following the Conceptual Review meeting, the applicant will make a formal and complete presentation of their concept(s) to the public at a Planning Commission meeting, providing the applicant an opportunity to respond to questions and comments from the public and Planning Commissioners before the Design Review Board conducts its design guidance review. A second Public Participation Meeting may be required if significant project changes occur after completion of the Design Guidance Review Meeting.

4. **Design Guidance Review Meeting**. Design guidance review meetings include applicant-led presentations at which the Design Review Board will offer guidance to applicants. The purpose of these meetings is to determine, with reference to the *Design for Bainbridge* manual, how the proposed alternatives fit the surrounding context, with a focus on the development's program, uses, site plan, and massing. The Board will also consider any requested departures, the rationale for those departures and their consistency with the intent and principles of the standards and guidelines. See Appendix A for a complete list of submittal requirements. Additional design guidance review may be required if significant project changes occur after the initial Design Guidance Review Meeting.

5. **Final Design Review and Recommendation Meeting.** At this meeting, the Board will complete the review of final drawings and the DRB worksheet for compliance with Design Standards and Design Guidelines and ensure that the project reflects any required changes recommended by the Board, as listed in the project worksheet. The Board will document its findings and ~~transmit~~ issue a signed written recommendation. The Board's recommendation may include conditions to ensure compliance with all standards. If a majority of the Board members find that standards essential to the project's success have not been met, the Board shall recommend denial of the project. See Appendix A for a complete list of submittal requirements. The Planning Commission may determine that additional design review is required if significant project changes occur following the Final Design Review and Recommendation Meeting.

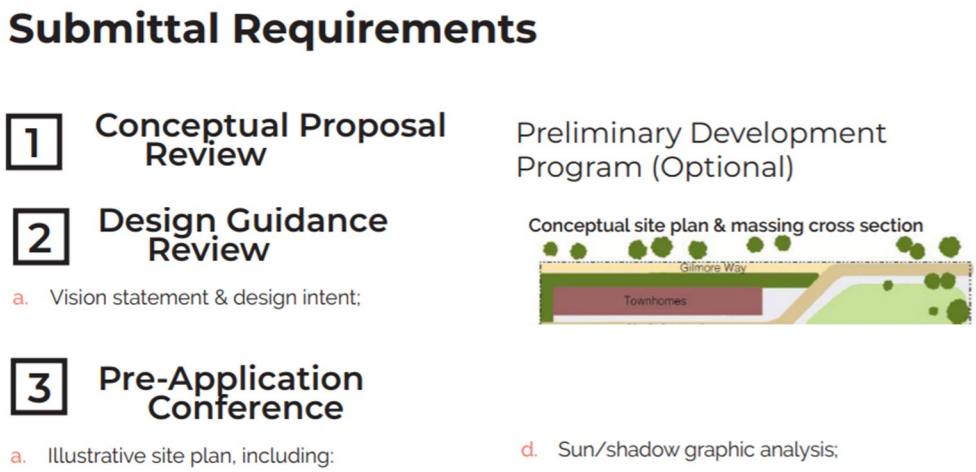
P. 11 Discussion Topics & Materials.

Revision: Replace existing 4-step chart below with revised project review flow chart (Exhibit B)



Pp. 12-14, Submittal Requirements (Note: moving from current pp.12-14 to appendices)

Revision: Replace existing submittal requirements (summary snip below) with expanded meeting submittal requirements (new Appendix A, below) and additional graphic illustrations of site plans and building elevations (new Appendix B, below).



Misc. additional Design for Bainbridge text revisions and clarifications

General: Conduct word search for "design guidelines" and change to "design standards", except when referring to actual guidelines.

P.3 Change "Values and Principles" to "Goals and Principles

P.5 "Design Standards vs. Guidelines" paragraph: Bold "**For a project to be approved, it must comply with all applicable design standards…**" (line 8)

P.6 "Relationship to Other Regulations, and Permit Review" paragraph: Insert additional references to BIMC where applicable (e.g. Critical Areas, Shoreline Master Program references).

P.6 "Departures" paragraph: Delete "Departures shall be reviewed concurrently with an application…" (paragraph 2, second sentence), and delete "~~administrative~~ departures" (paragraph 2, third sentence)

P.7 "Definitions": Add reference to complete list of BIMC definitions in introductory sentence.

Pp.12-14 (Submittal requirements): Add language to each introductory section emphasizing necessity for applicant to *present* project to Design Review Board.

P.16 Ch. 3 Context Analysis introductory sentence: Bold "**Context analysis is a prerequisite for application of Design Standards and Design Guidelines.**"

P. 21 Ch. 4 Design Standards and Guidelines, introductory sentence: "In combination with the Contest Analysis in Chapter 3, the Design Standards in Chapters 4 and 7 establish the minimum requirements in Design for Bainbridge necessary to take advantage of the opportunities of the surrounding context and site while contributing to the neighborhood.

P.41 B5 Heading: "Use ~~high~~ durable, quality materials and well-crafted details."

P.49 Ch. 5, Street Types and Frontages: Break introductory paragraph into two paragraphs and insert reference to "Street Types" map on p.50.

P.65 Vegetated Buffer illustration: Revise "~~Setback~~ 25-50 feet" to "Buffer 25-50 feet" to clarify intent of illustration.

P.67 Subdivision Guidelines: Bold introductory sentence "**The subdivision guidelines in this chapter and the green street guidelines in the previous chapter support implementation of the City's subdivision standards in BIMC 17.12.**"

P.70 Homesite Design guideline, "Intent" sentence: "To efficiently configure building footprint(s) and allowed uses within ~~a~~ homesites."

Revision: Insert new appendix A

Appendix A: Design Review Board – Documents Required for Review

Preapplication Conference

1. Project Zoning Summary (See Sample)
2, Context Analysis Map – Existing property including surrounding uses (See Sample)
3. Site Photos – up to 500' from property (optional)
4. Conceptual Site Analysis (topography, physical and natural features on site, trees >6" dbh) (See Sample)
5. Conceptual Site Plan (including pedestrian, vehicular access, architectural massing concept) (See Sample)

Meeting #1: Conceptual Review Meeting

1. Project description and design narrative (see sample)
2. Project zoning summary (see sample)
3. Basic site analysis describing appropriateness of proposed use for the subject property
4. Context map showing property and surrounding uses (google maps minimum) (see sample)
5. Photos of the site and surrounding area up to 500 ft from property

6. Conceptual site plan(s) (see sample)
7. Development program (e.g. residential, live/work, retail, office, number of parking stalls) (see sample)

Meeting #2: Design Guidance Review Meeting

A. Context Analysis including:
   1. aerial photo (Google Earth Image is sufficient) and streetscape photos with streets and site boundaries indicated.
   2. vicinity map showing existing conditions including adjacent structures, uses and zoning up to 500 feet from property lines.
   3. documents, photos, maps etc., that respond to Chapter 3: Context Analysis Pgs. 17-20 of the Design For Bainbridge 2019
   4. applicant shall refer to Context Analysis (C-1 through C-6) in the Design for Bainbridge book.

B Design Standards Worksheet (DRAFT) previously recommended during meeting #1.
Review Design for Bainbridge Standards:
   1. Site Design Standards (S-1 through S-5)
   2. Public Realm Standards (P-1 through P-6)
   3. Building Design Standards (B-1 through B-5)
   4. Landscape Standards (L-1 through L-6)

C. Preliminary Drawings:

A. Site plan:
   1. roadways, traffic patterns, parking areas, vehicular and pedestrian circulation on the site, trails, facilities, proposed infrastructure
   2. estimates of square footage provided/allowed for commercial space and/or residential units.
   3. estimates of landscape area provided/required.
   4. estimates of parking spaces provided/required.
   5. location and description of mechanical, accessory or trash structures on site.
   6. location of adjacent buildings and features located on the site perimeter within 100 feet
   7. relationship of proposed development to significant site features and trees
   8. all known easements on-site and within 100 feet of property lines shall be identified
   9. all known utilities above and below ground shall be identified.
   10. separate drawing showing color code uses proposed including but not limited to buildings, landscaping, community spaces, natural areas, and other uses.

B. Landscape plan including:
   1. streetscape and landscape elements
   2. bike racks, benches, fire pits, outdoor playground areas.
   3. list of plant materials used.

C. Building elevations (all four sides of proposed building) showing relative scale to neighboring properties

D. Floor Plan(s) includes:
1. ground floor/ entrance plan(s), showing the ground floor uses.
2. roof plan of new structures
3. locations of entrances, outdoor areas, and vehicular access to the structure.
4. building locations, courtyards, setbacks.

E. Site Sections include:
1. site sections extending to adjacent buildings within 100 feet of the property line.
2. section through the most critical area of the structure(s) with property lines, preliminary floor to floor heights, overall height, and spot elevations noted.

F. Building Elevations include:
1. eye level perspective from major street location.
2. elevations of each structure and of adjacent structures in context.
3. identification and discussion of material and color selections.identification and discussion of mechanical screens and venting locations.

G. Preliminary Axiometric drawings include:
1. aerial perspective depicting entire project and adjacent buildings in context.

D. Residential Subdivisions: Documentation of the four-step design process (BIMC 2.16.070.D, Short Subdivisions or BIMC 2.16.125.D, Preliminary Long Subdivisions)

Meeting #3: <u>Final Design Review and Recommendation Meeting</u>

1. Completed Design Standards Worksheet with comments from both the applicant and DRB.

2. Context Analysis (from Design Guidance meeting) :

3. Full Summary and rationale for all requested departures from Design Standards identified in Design for Bainbridge 2019.

4. Final Drawings and Plans Required:
Move items below to the right
A. Site Plan
1. all streets and property lines with dimensions.
2. final roadways, parking areas, vehicular and pedestrian circulation on the site.
3. final location and description of mechanical, accessory or trash structures on site.
4. location of adjacent buildings and features located on the site perimeter.
5. significant existing trees that are to be saved on the site and basic landscape features.
6. adjacent buildings and features within 500 feet of the site or across the street.

7. final square footage provided/allowed for commercial space and/or residential units.
8. final landscape area provided/required.
9. final parking spaces provided/required.

B. Landscape Plan Includes:
1. streetscape and landscape elements
2. bike racks, benches, fire pits, outdoor playground areas.
3. final selection of existing trees and plants incorporated into the landscape design.

C. Floor Plan (s) includes:
1. final Plans showing uses for all floors.
2. final design for all entrances, outdoor areas, and vehicular access to the structure.
3. final design for building modulation indicating setbacks with dimensions and changes in material.
4. adjacent building locations, courtyards, setbacks, ground floor uses and section references.

D. Sections includes:
1. final transverse and longitudinal sections through the entire site extending 100 feet past the property line to adjacent buildings or buildings across a roadway. (These sections can include the "b" sections that follow.)
2. final transverse and longitudinal sections through each structure with property lines, floor to floor heights, overall height, and spot elevations noted.

E. Elevations include:
1. final elevations of each structure including exterior mechanical screens, venting locations and adjacent structures in context.
2. final material and color notes as needed for clarification.
3. scale figures and transparent street trees or planned landscaping.
4. final roof plan of new structures and their proposed entrances.

F. Renderings: Change below to 1, 2, 3 and move left
A. eye level perspective renderings from two opposite street locations.
B. at least one depicting entire project with adjacent buildings in context.
C. optional: video fly-through project

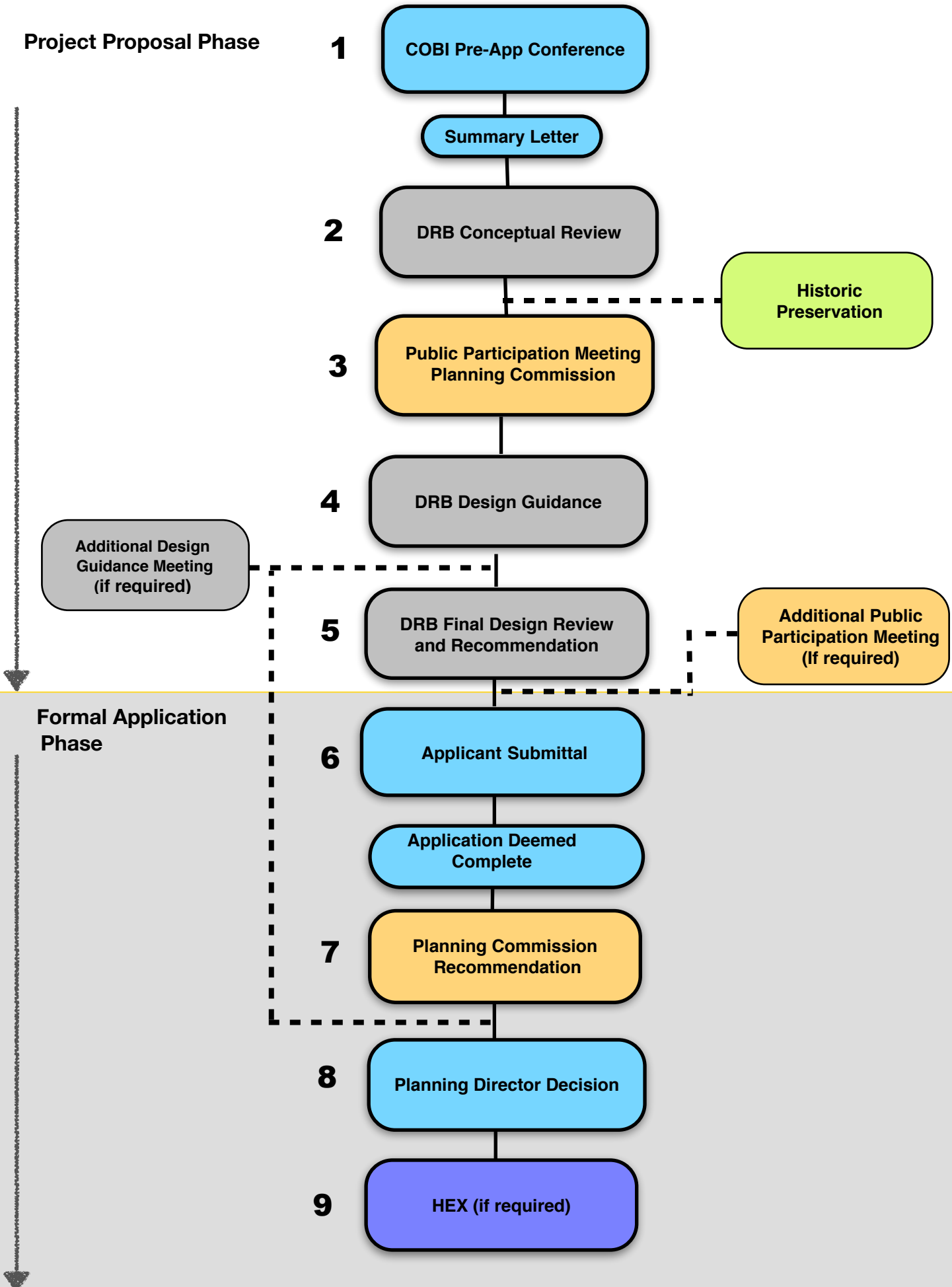
G. Preliminary Exterior Lighting Plan:
1. final location of exterior lights and indication of light spillage at night.
2. description, images, color and finish of selected fixtures.

H. Materials and Colors: Change below to 1, 2, 3
3. Final color and material board(s) with accurate reference to drawings.
4. Final landscape color and material board(s) with accurate reference to drawings.
5. Critical materials should have samples provided for the review meeting.

Revision: Insert new Appendix B [Placeholder for graphic illustrations]

Appendix B: Sample Site Plans and Building Elevations

COBI PROJECT REVIEW CHART. DRAFT 7.1.21



CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2021-07, Update to Public Participation Meeting Process Related to improving the Land Use Preapplication Phase - Planning,

AGENDA CATEGORY: Resolution **PROPOSED BY:** David Greetham

PREVIOUS PLANNING COMMISSION REVIEW DATE(S): (Considered as a subset of the Triage Phase Two code changes)
- October 29, 2020
- February 11, 2021
- March 11, 2021
- April 22, 2021
- May 13, 2021
- May 27, 2021
- June 10, 2021
- July 8, 2021

PREVIOUS COUCIL REVIEW DATE(S): July 20, 2021: Update to City Council regarding July 8, 2021 Planning Commission recommendation of approval.

November 9, 2021: The Council considered this item and voted to move it to the December 14, 2021 Consent Agenda.

RECOMMENDED MOTION:
Adopt Resolution No. 2021-07.

SUMMARY:
Resolution No. 2021-07 puts an emphasis on the PC role in the preapplication process by formalizing that Public Participation Meetings occur at Planning Commission meetings. Similar to the 2010 resolution that established the current Public Participation Program, the resolution includes as Exhibit A the purpose, format, and notice requirements, and provides that additional meetings may be requested if project revisions occur.

BACKGROUND: October 2020: Planning Commission (PC) considered the land use subcommittee's proposed "triage" land use code changes and separated the changes into two phases, with the second phase including improvements to the

preapplication process and the role of the Design Review Board (DRB) and PC. One of the proposed improvements included clarification of the PC and public role in the Public Participation meeting, which is required for major land use applications during the preapplication review phase.

February 2021: PC discussed Resolution No. 2010-32 that adopted the mandatory public participation program currently in effect. As the resolution didn't specify that the meetings would occur at the Planning Commission it was agreed that updates to the 2010 resolution were necessary to reflect the current. These revisions are reflected in draft Resolution No. 2021-07.

March - June 2021: PC conducted review of the Triage Phase Two code changes, with Resolution No. 2021-07 included as an associated document.

July 8, 2021: Public Hearing and PC Recommendation of approval to the City Council.

ATTACHMENTS:

RESOLUTION NO. 2021-07

A RESOLUTION of the City of Bainbridge Island, Washington, relating to the public participation program, as required during the pre-application phase for long subdivisions, major site plan and design review permits, and major conditional use permits.

WHEREAS, in 2001, the City Council adopted Resolution No. 2001-11 establishing a voluntary public participation program in order to inform the public of proposed projects in their neighborhood, and to provide the development community with an awareness of public concerns; and

WHEREAS, in 2010, the City Council approved Resolution No. 2010-32 to adopt a mandatory public participation program; and

WHEREAS, in 2018, the City Council approved Ordinance No. 2018-08, which moved public participation meetings from special city meetings, sometimes within neighborhoods, to the Planning Commission; and

WHEREAS, in 2020, the City Council directed staff to work with the Planning Commission to modify the pre-application process; and

WHEREAS, after holding public participation meetings in recent years, the Planning Commission identified the need to amend the public participation program to include a broader audience, to solidify their role in the process, and to ensure that the community is receiving accurate and timely information.

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

Section 1. The City Council hereby approves the modified and replaced public participation program as set forth in Exhibit A attached hereto and made a part hereof by this reference. The program will be administered by the Department of Planning and Community Development in coordination with the Planning Commission.

Section 2. This resolution shall take effect five days following its passage.

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:	November 5, 2021
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO.	2021-07
EFFECTIVE DATE:	_____, 2021

Exhibit A: City of Bainbridge Island Public Participation Program (Revised)

Exhibit A to Resolution No. 2021-07

CITY OF BAINBRIDGE ISLAND PUBLIC PARTICIPATION PROGRAM

Purpose: The program is intended to bring developers, community members, City staff, and the Planning Commission together in the pre-application process for major site plan and design review permits (BIMC 2.16.040), major conditional use permits (BIMC 2.16.110), and preliminary long subdivisions (BIMC 2.16.125) so that residents and Planning Commission members can learn about any proposed developments in their community and the applicant can be aware of their concerns, if any.

Format: The meetings are to be held as part of meetings of the Planning Commission. The Planning Commission is to provide opening remarks, followed by the staff planning lead describing the project and where it is in the review process. Following the Planning Commission and staff introductions, the applicant is to provide an overview with visuals of the project. The meeting is then followed by questions and comments from the public and responses from the applicant and/or staff. Following the question and comment session, the Planning Commission is to provide comments and suggestions based on the Municipal Code and the Comprehensive Plan.

Notice: The City shall provide a notice with a brief description of the proposal and make site plans and the pre-application letter available to the public. The City shall use various available methods to provide notice to reach and engage the broader community to include at a minimum: (1) a mailing to all properties with 500' of the project site; (2) advertisement in the local newspaper; and (3) other usual and customary means employed by the City including but not limited to the City Manager's Report (or its successor) and the City's primary calendar. The City shall also notify the Design Review Board members of the meeting date.

Post Meeting: The meeting video and/or minutes shall be made available after the meeting to the public.

Need for Additional Public Participation Meeting: If there are substantial changes made to the project after a public participation meeting, the applicant may be required to attend an additional public participation meeting. The decision shall be made by the Director of Planning and Community Development in coordination with the Planning Commission Chair.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2021-14, Amendment to the Administrative Manual to Support Code Changes Related to Improving the Land Use Preapplication Phase - Planning,

AGENDA CATEGORY: Resolution **PROPOSED BY:** David Greetham

PREVIOUS PLANNING COMMISSION REVIEW DATE(S): July 8, 2021: Planning Commission recommended approval of Ord. 2021-12 relating to improving the preapplication process.

PREVIOUS COUCIL REVIEW DATE(S): July 20, 2021: Update to the City Council regarding July 8, 2021 Planning Commission recommendation of approval of associated Ord. 2021-12.

November 9, 2021: The Council considered this item and voted to move it to the December 14, 2021 Consent Agenda.

RECOMMENDED MOTION:
Adopt Resolution No. 2021-14.

SUMMARY:
Resolution No. 2021-14 implements revisions to the PCD Administrative Manual as it relates to submittal requirements for land use applications that are subject to design review. Applicable revisions are shown in strikethrough underline and highlighted in yellow. The revisions help to implement associated Ordinance No. 2021-12 related to improving the preapplication process (aka the Phase 2 Triage Code Changes). Specifically, the revisions direct applicants to the "Design for Bainbridge" manual for submittal requirements for each of the three DRB design review meetings (Conceptual Review, Design Guidance, and Final Review). Changes in the Administrative Manual are highlighted and in strike through and underline.

BACKGROUND: Mid-2020: The Design Review Board (DRB) determined that revisions to the preapplication process were necessary and appointed a subcommittee to work on proposed revisions to the BIMC, including Chapter 2.16 BIMC and Design for Bainbridge, which is incorporated by reference at Chapter 18.18 BIMC.

October 2020: The Planning Commission (PC) considered the land use subcommittee's proposed "triage" land use code changes and separated the changes into two phases, with the second phase including improvements to the preapplication process and the role of the Design Review Board and Planning Commission.

February - June 2021: The PC considered the Phase 2 triage code changes related to improving the preapplication process.

July 8, 2021: Public Hearing and PC Recommendation of approval of associated Ordinance No. 2021-12 to the City Council.

ATTACHMENTS:

RESOLUTION NO. 2021-14

A RESOLUTION of the City of Bainbridge Island, Washington, amending the Administrative Manual of the Department of Planning and Community Development to reflect changes to design review submittal requirements to implement code revisions adopted via Ordinance No. 2021-12, including revisions to "Design for Bainbridge."

WHEREAS, the Administrative Manual of the Department of Planning and Community Development, adopted in November 2011 ("Administrative Manual"), is designed to be a user-friendly manual that contains submittal requirements and supporting documents for land use permits all in one place; and

WHEREAS, on September 24, 2019, the City Council enacted Ordinance No. 2019-25 amending Chapter 18.18 of the Bainbridge Island Municipal Code ("BIMC"), related to Design Standards and Guidelines; and

WHEREAS, on December 14, 2021, the City Council enacted Ordinance No. 2021-12 revising BIMC 2.160.020, 2.16.040, 2.16.070, 2.16.110, 2.16.125 and Chapter 18.18 BIMC related to improving the preapplication process; and

WHEREAS, the City's Administrative Manual is hereby being updated via this Resolution No. 2021-14 to implement the changes approved by Ordinance No. 2021-12.

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

Section 1. The Administrative Manual is amended and revised as shown in Exhibit A attached hereto and made a part hereof to this resolution.

Section 2. This resolution shall take effect as of the effective date provided below.

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:	November 5, 2021
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO.	2021-14
EFFECTIVE DATE:	_____, 2021

Exhibit A: Administrative Manual (Revised)

CITY OF
BAINBRIDGE ISLAND

ADMINISTRATIVE MANUAL

PLANNING PERMIT SUBMITTAL REQUIREMENTS

Exhibit A to Ordinance No. 2021-14

Department of Planning and Community Development
January 1, 2012; Last Updated ~~December 2019~~ October 2021

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Introduction

This Administrative Manual is designed to supplement the permit processes described in the land use, zoning, and environmental sections of the City of Bainbridge Island Municipal Code (BIMC). This manual identifies documents that applicants must submit in order to have a complete application for development review and decision. Consistent submissions to the City of Bainbridge Island help the efficiency of the review process as well as clarifying requirements for applicants. The procedures required for review and approval of most applications are detailed in BIMC Title 2: Administration, Personnel and Land Use Procedures of the BIMC.

The Master Land Use Application is required to be submitted with each of the land use permits discussed herein. Please see the application for the number of copies for specific permits. A land use permit shall not be considered complete until the required application, fee, and all supporting materials are submitted to the Department. The applicant shall submit an electronic copy of all required documents at the time of application submittal. The Director may waive specific submittal requirements determined to be unnecessary for review of an application. Most applications also require a separate fee to the Kitsap Public Health District.
The City's Fee Schedule can be viewed on the City's website.

Additional links referenced in this document

Link	Website address
City of Bainbridge Island Design and Construction Standards Manual	http://www.ci.bainbridge-isl.wa.us/169
Design for Bainbridge Design Review Manual	https://www.bainbridgewa.gov/DocumentCenter/View/12502
Design for Bainbridge checklist / worksheet	
Island-wide Transportation Plan (IWTP)	https://www.bainbridgewa.gov/708
Landscape Materials Matrix	https://www.bainbridgewa.gov/DocumentCenter/View/12756
Shoreline - Joint Aquatic Resources Permit Application (JARPA)	https://www.epermitting.wa.gov
Shoreline Site Specific Analysis Submittal Requirements	http://www.bainbridgewa.gov/DocumentCenter/View/7306
Shoreline Single-family Residence Mitigation Manual	http://www.bainbridgewa.gov/DocumentCenter/View/5663
Sign Permit Worksheet	http://www.bainbridgewa.gov/DocumentCenter/View/7408
Site Assessment Review (SAR)	http://www.ci.bainbridge-isl.wa.us/882

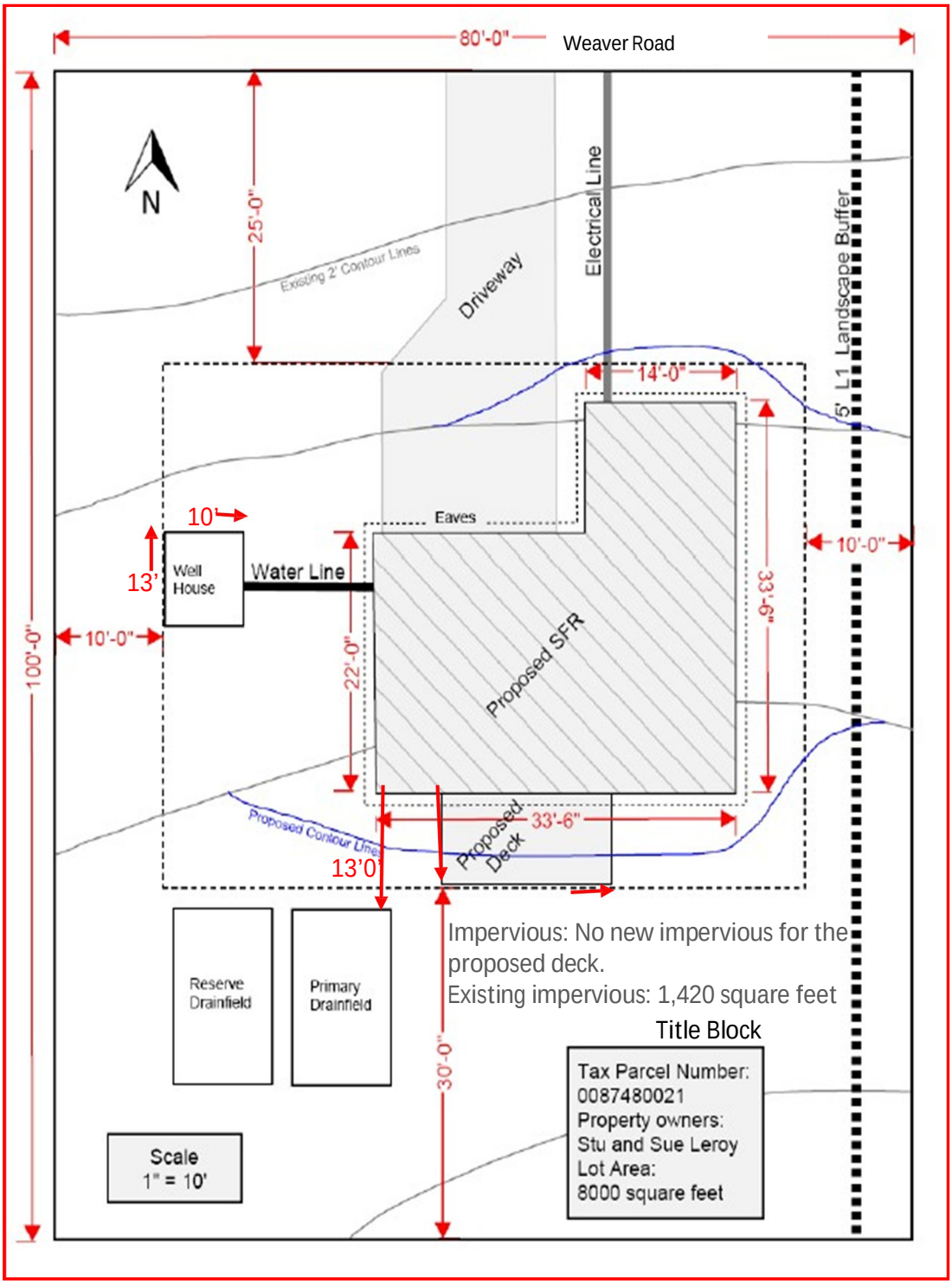
Basic Site Plan

The site plan must be legible and easily understood by professionals as well as the public. Clearly differentiate between existing and proposed development. The information to help prepare a site plan is readily available to the public through these links:

City Resources County Resources Public Health District

- ☐ Plan sheet 18" * 24" or 24" * 36" in size
- ☐ Engineer's scale, for example: 1 inch = 20 feet
- ☐ Title block: Project name; owner name; site address, tax parcel number; subdivision name
- ☐ North arrow
- ☐ Vicinity map
- ☐ Quarter section, township and range
- ☐ Depict the entire property and the area within a 150-foot radius of the property
- ☐ Zoning / Comprehensive Plan designation
- ☐ Property boundaries (bold line)
- ☐ Lot size and lot area (BIMC 18.12.050)
- ☐ Easements: Include access, utility, other (e.g. use easements, conservation easements)
- ☐ Zoning setbacks or subdivision setbacks / buffers (as applicable)
- ☐ Contour lines at five foot intervals (existing and proposed)
- ☐ Shoreline jurisdiction: Include OHWM, shoreline structure and side yard setback, shoreline buffer Zones 1 & 2, areas of native vegetation, location and size of significant trees
- ☐ Critical areas and their buffers / setbacks: Dimension required buffers / setbacks and any proposed modifications. Label top/toe of slopes greater than 15 percent and top/toe of slopes 40 percent or greater, floodplain, wetlands, streams
- ☐ Delineate and dimension existing areas of native vegetation
- ☐ Aquifer Recharge Protection Area (ARPA): Delineate the and show the area calculations. Document the ARPA development standards in BIMC 16.20.100.D.
- ☐ Depict vegetation protection areas (e.g. "no-build zones", perimeter and roadside landscape buffers, designated wildlife corridors)
- ☐ Depict and dimension the exterior of all existing and proposed structures: Clearly differentiate between existing and proposed. Label each structure by its use (e.g. garage, landscape / retaining wall, eave, fence, mechanical equipment)
- ☐ Impervious surface areas (existing and proposed): Label and dimension each area (e.g. building, driveway, parking area, patio)
- ☐ Area of disturbance: Separately delineate and dimension earth disturbance areas
- ☐ Stormwater facility: Location / management method (e.g. dispersion, infiltration, detention)
- ☐ Sewer / septic system facility: Include lines, primary and reserve drainfields and setbacks
- ☐ Water / well facility: Include lines, water meters, well house, well protection area
- ☐ Other facilities: Include power lines, generators, propane tanks, heat pumps, solar panels
- ☐ Historically significant structures on or adjacent to the property (i.e. constructed over 50 years ago or listed on the local or national historic register)

Sample Site Plan



Utilities Plan

- ☐ Minor (abbreviated) drainage plan for proposals that do not require engineered plans

  OR

- ☐ Engineered preliminary drainage plans
- ☐ Engineered preliminary drainage report

  AND

- ☐ Plan sheet 18” * 24” or 24” * 36” in size
  - ☐ Engineer’s scale, for example: 1 inch = 20 feet
  - ☐ Location of stormwater facilities
  - ☐ Management method (e.g. dispersion, infiltration, detention)
  - ☐ Existing and proposed structures and improvements on the subject property including:
    - ☐ Driveways
    - ☐ Parking areas
    - ☐ Parking space (dimensioned)
    - ☐ Solid waste facility (dimensioned)
    - ☐ Landscape / retaining walls
    - ☐ Fences
    - ☐ Mechanical equipment
  - ☐ Existing and proposed utilities on the subject property including:
    - ☐ Wells / well head protection areas
    - ☐ Water / Sewer lines
    - ☐ Drainfields (primary and reserve)
    - ☐ Septic system setbacks (Health District)
    - ☐ Power lines, utility poles, telecommunication facilities
  - ☐ Existing and proposed structures / utilities within 150 feet of the property including:
    - ☐ Wells / well head protection areas
    - ☐ Water / Sewer lines
    - ☐ Fire hydrants
    - ☐ Adjacent streets
    - ☐ Adjacent right-of-way with road classification
    - ☐ Existing and proposed right-of-way width
    - ☐ Existing driving surface width and type (e.g. gravel, asphalt, pervious concrete)
    - ☐ Roadside facilities (e.g. shoulder, ditch)
    - ☐ Non-motorized facilities width and type (e.g. sidewalks, trails)

Landscape Plan

A Landscape Plan shall be prepared by a landscape architect licensed in the State of Washington, a Washington certified nursery professional or a Washington certified landscaper and a certified arborist (when required) and include the following information, at a minimum. A helpful Landscape Materials Matrix is available on the City website.

- ☐ Plan sheet 18" * 24" or 24" * 36" in size
- ☐ Engineer's scale, for example: 1 inch = 20 feet
- ☐ North arrow
- ☐ Title block: Project name; site address, tax parcel number;
- ☐ Property boundaries (bold line)

A. Tree and Vegetation Retention Plan. The applicant shall submit a tree and vegetation retention plan concurrent with applicable permit application in to demonstrate compliance with BIMC Section 18.15.010. If multiple permits are required, the applicant must submit the tree retention plan with the first and all subsequent applications. The tree retention plan may be combined with the planting plan (see section 3 below) and shall consist of:

1. A tree survey or aerial photograph that represents current site conditions and identifies the location of all significant trees, tree stands and their associated canopies. The survey needs to include enough information about existing trees on a property to demonstrate compliance with section BIMC Section 18.15.010.G *Total Site Tree Unit Requirements* (if applicable). New planting may be required to meet these requirements (see section 3 below).
2. For detailed site plans and grading applications, the tree survey may be conducted by a method that locates individual trees and tree stands, their size(s) and species. These trees shall be marked in the field at the time of permit or approval application and maintained through the construction period; and
3. A development site plan identifying size and species of the trees and tree stands, as defined in BIMC 18.15.010.C, heritage trees, or other existing vegetation that are proposed to be retained.
4. The International Society of Arboriculture (ISA) valuation for trees:
    a. Required to be retained for development projects in the R-2.9, R-3.5, R-4.3, R-8, R-14, Mixed Use Town Center (MUTC), High School Road, and Neighborhood Service Center Districts; and
    b. In all zones where the critical root zone of a tree required to be retained may be impacted by clearing, grading construction, development, or maintenance; and
5. An analysis prepared by a certified arborist about long-term health and/or viability for trees that will be on the edge of the developed area and "post development" tree health for trees requested for removal in roadside or perimeter buffers. This analysis should also address protection during construction (see below).
6. Protection during construction strategies for trees and vegetation to be retained.

B. Description of how the tree retention plan and planting plan meet the *Total Site Tree Unit Requirements*, pursuant to BIMC 18.15.010.G, if applicable.

C. Planting Plan. All plans must be prepared or approved, by a landscape architect licensed by the state of Washington, a Washington certified nursery professional or a Washington certified landscaper. The proposed landscape planting plan shall be clearly legible and show the following:

1. A title that includes the project name, owner's name, designer's name, date and scale of no less than one inch equals 30 feet. All items shall be labeled, and north shall be oriented towards the top or left of the plan
2. Property boundaries, easements, and ownership as set forth in the legal description;
3. Existing and proposed grades of at least five-foot intervals
4. Rights-of-way, setbacks, streets and utilities within the subject property
5. All proposed construction and planting and any future construction and planting that is not included in the application
6. Location of all existing and proposed buildings, structures, utilities and improvements within the property
7. A plant list for all proposed new planting delineating quantities, scientific and common names and sizes. Names of plants are to follow current edition of the Hortus Third, A Concise Dictionary of Plants Cultivated in the U.S. and Canada; and sizes of plants are to follow the current edition of the American Standard for Nursery Stock, American Association of Nurseryman (AAN).
8. Vegetation clearing strategies
9. Topsoil protection and reuse strategies, including limiting compaction during construction
10. Native soil amendment strategies
11. Planting times and physical limits of construction
12. Areas that require temporary or permanent irrigation

Buffer Enhancement Plan

A. Basic Site Plan

B. Terms, conditions, covenants, and agreements under which the subject property is bound

C. Buffer Enhancement Plan. A buffer enhancement plan prepared in accordance with applicable state and federal agency standards and the requirements in BIMC 16.20.180

D. Critical area reports by qualified professionals in the area of concern as provided in BIMC 16.20.190 – Definitions;

E. Any other relevant information and reports that are necessary, in the opinion of the Director, to process and prepare the decision on the application, such as permit applications to other agencies and special studies;

F. State Environmental Policy Act (SEPA) checklist (if applicable)

Adjustment to an Approved Land Use Permit (Minor & Major)

NOTE: This section does not apply to subdivisions- see Subdivision Alterations below)

A minor adjustment entails small changes in dimensions or siting of structures or the location of public amenities and does not change the intensity or the character of the use. A major adjustment includes modification to the basic design, intensity, density and / or use.

A. Basic Site Plan
B. Utilities Plan (as applicable)
C. Landscape Plan (as applicable) with proposed landscaping as required by BIMC 18.15.010, including any required retention.
D. Copy of the approved plan
E. Written description of the proposed change, including a detailed analysis of how the change complies with decision criteria of the application used in the first instance
F. Authorization of all owners of all lots involved in the change

Administrative Code Interpretation Request

The Director has the authority to provide interpretations of provisions, uses, or definitions in BIMC Titles 16, 17 and 18 and related provisions in BIMC Title 2, and will make these interpretations available to the public. Any person may apply to the director for an interpretation of any provision in these titles. The Director shall provide the interpretation taking into account consistency with the Comprehensive Plan, the nature of the definition or use, and its relationship to the code and its potential impacts, such as:

A. Whether it involves dwelling units; sales; processing; type of product, storage and amount;
B. Enclosed or open storage;
C. Anticipated employment;
D. Transportation requirements;
E. Excessive noise, odor, fumes, dust, toxic material, light, glare, and vibration likely to be generated; and
F. The general requirements for public utilities such as water and sanitary sewer.

The authority to provide an interpretation does not include the authority to add a new permitted ("P") or conditional ("C") use to the use table in BIMC 18.09.020. The Director's interpretation is subject to appeal pursuant to BIMC 2.16.020.P.1.

Agricultural Retail Plan

A. Basic Site Plan including a delineation of specific use areas (pasture, heavy use area, etc.).
B. Farm Management Plan, if required pursuant to BIMC 18.09.030.A.1.
C. Any other materials the department or the reviewing body determines are required to adequately describe the proposal.

Boundary Line Adjustment

A. Basic Site Plan

B. Survey drawing

   1. Conventional scale and prepared by a surveyor licensed in the State of Washington
   2. Separate sheets depicting existing conditions and resultant conditions
   3. Zoning and Comprehensive Plan designation
   4. Shoreline upland and water environment designations
   5. Proposed method to meet fire flow requirements
   6. Names and locations of adjacent subdivisions
   7. Gross lot size (in square feet) of each existing and resultant lot
   8. Lot area of each existing and resultant lot/tract (As calculated in BIMC 18.12.050.J)
   9. Zoning or subdivision setbacks, as applicable
   10. Ordinary High Water Mark
   11. Required critical areas, their buffers and setbacks
   12. Required vegetation buffers

C. Existing and proposed terms, conditions, covenants, and agreements on the subject property

D. Perimeter lot closures for each existing and resultant lot

E. Title report dated not more than six months prior to application

F. Property legal description

G. Draft agreements (e.g. use easement, road maintenance agreement)

H. Water and sewer availability letters (public water/sewer) for each resultant lot

I. Other technical reports (as applicable): Wetland delineation and report or wetland determination; Geotechnical report/assessment

Comprehensive Plan Amendment

A comprehensive plan amendment application and fee as established by city council resolution must include the following:

A. A complete and detailed written statement including the nature of and reason for the amendment request, any specific suggested changes to the plan or appendices;

B. A description of how the amendment request is consistent with all of the decision criteria specified in BIMC 2.16.190.H;

C. A completed SEPA checklist including supplemental sheet for nonproject actions; and

D. Any other reports or studies identified during the preapplication conference (Ord. 2006-13 § 4, 2006).

Conceptual ~~Proposal~~ Review Meeting

A. See Design for Bainbridge ~~Design Review Manual~~, Appendix A, Documents Required for Design Review, Meeting # 1: Conceptual Review

~~A. Statement of Intent – A written narrative about the property, the neighborhood, and proposed use. Identify the objectives of the land use process, the objectives of the Comprehensive Plan goals and policies, and the objectives of the Design for Bainbridge design review manual, as they apply to the proposal.~~

~~B. Context Map - Provide sufficient information to evaluate the neighborhood or community characteristics, including: aerial photo, adjacent recreation, conservation, or other protected land, streetscape photos to illustrate road frontage character/conditions, adjacent and nearby houses or structures, nearby historic or cultural features that contribute to the character of the area, nearby transit routes and stops, and existing or planned transportation facilities as shown in the Island-wide Transportation Plan (IWTP).~~

~~C. Site Analysis – The site analysis shall be a map used to determine the conservation areas, conservation areas of greatest importance, and development areas. The site analysis shall show: general topography, critical areas and their buffers/setbacks, viewsheds on and off site, individual significant trees, extent and location of priority natural area (e.g., forested land, agricultural land, wildlife corridors, etc.), existing infrastructure or other built features, existing easements, existing trails, unique site characteristics, historic resources.~~

Conditional Use Permit (Minor & Major)

A. Basic Site Plan (Minor). For Major Conditional Use Permits, submit final site plan reviewed by the Design Review Board along with any additional items below not already included. (Reference: Design for Bainbridge, Appendix A, Documents Required for Design Review)

B. Utilities Plan

C. Site Assessment Review (SAR) or SAR Exemption

D. Landscape Plan

E. State Environmental Policy Act (SEPA) checklist (if applicable)

F. A complete and detailed written statement of the intended use of the land and the sequence and timing of the proposed development

G. The terms, conditions, covenants, and agreements under which the subject property is bound, if any

H. Affidavit of ownership or agreement to work on the owner's behalf

I. Land dedicated for park and recreational facilities, if applicable

J. For installation of outdoor lighting fixtures, evidence of compliance with the requirements of chapter 18.15.040, Outdoor Lighting

K. Written statement describing how the application meets all applicable decision criteria

L. Institutional development in residential zones shall submit the following items:

1. A traffic report, showing the effects on level of service (LOS) on affected roads
2. A fencing plan or alternative methods to protect the public health, safety and welfare

3. Vehicular, pedestrian, and bicycle access and site circulation

M. Design for Bainbridge checklist / worksheet

Consultation

A. Property location – 14-digit parcel number or site address.

B. Basic project information.

C. List of specific questions.

D. Conceptual site plan (optional).

Critical Area Permit (Minor and Major)

A. Basic Site Plan

B. Terms, conditions, covenants, and agreements under which the subject property is bound

C. A written narrative describing how the proposal meets the critical area permit review criteria as defined in BIMC 16.20.070.B;

D. Additional submittal requirements vary depending on the type of critical area. Specific submittal requirements are described in each of the following sections of BIMC 16.20:

- Trees and vegetation – BIMC 16.20.090.G (minor)
- Critical aquifer recharge areas – BIMC 16.20.090.B.3 (minor)
- Fish and wildlife habitat conservation areas – BIMC 16.20.110.D and F (minor or major)
- Geologically hazardous areas – BIMC 16.20.130.C (minor)
- Wetlands – BIMC 16.20.140.F (minor or major)
- Winslow Ravine – BIMC 16.20.150.C (major)

E. Any other relevant information and reports that are necessary, in the opinion of the director, to process and prepare the decision on the application, such as permit applications to other agencies and special studies;

F. State Environmental Policy Act (SEPA) checklist (if applicable)

Other plans and drawings deemed necessary by the Director for evaluation of the merits of the proposal.

Design Guidance and Final Design Review and Recommendation ~~Review~~ Meetings

A. Design Guidance Meeting: See Design for Bainbridge ~~Design Review Manual~~, Appendix A, Documents Required for Design Review, Meeting # 2 Design Guidance Review

B. Final Design Review and Recommendation Meeting: See Design for Bainbridge, Appendix A,

C. Schematic Design - This plan is based on the site analysis and context map and shows location, as applicable, of natural area, community space, significant trees to be retained, homesites, vehicle and non-motorized access, location and size of stormwater and septic systems, and lot lines. The proponent is required to bring one or more development concepts or alternatives to indicate possible design options for the site.

D. Project vision summary

E. Design for Bainbridge checklist / worksheet

F. Conceptual floor plan with estimated commercial and residential square footage

G. Aerial and streetscape photographs with streets and site boundaries labeled

H. Basic Site Plan with the following additional requirements

1. Proposed structure footprints and structure entrances
2. Proposed location and description of mechanical equipment
3. Proposed location of trash / recycling structures and accessory structures

I. Preliminary sections: Transverse and longitudinal site sections extending to adjacent buildings within 100 feet of property; section through the most critical area of the structure(s) with property lines, floor to floor heights, overall height, and spot elevations

J. Preliminary Elevations: Main elevations of each structure and of adjacent structures; material and color selections; mechanical screens and venting locations

K. Optional but strongly recommended

1. Renderings: Eye level perspective from major street location; aerial perspective depicting entire project and adjacent buildings in context
2. Exterior Lighting Plan: Location and indication of light spillage at night.

L. Additional requirements for subdivisions

1. Document the four-step design process identified in BIMC 17.12.030
2. Document requested departures from subdivision standards contained in BIMC 17.12.060 and 17.12.070: Address consistency with general purpose of intent of the subdivision chapter, the intent of the four-step design process, and the specific standard from which the departure is requested.
3. Identify Island-Wide Transportation Plan and City of Bainbridge Island Design and Construction Standards. Document requested deviations.
4. Depict views of proposed houses from exterior roads and abutting properties vis-à-vis natural topography and existing vegetation
5. Additional site plan requirements
   a. Delineate primary and secondary Natural Areas, provide area calculations for each and proposed form of ownership. Identity the functional characteristics of each Natural Area type in BIMC 17.12.050.A.2.a. i-iii and b. i. – vii.
   b. Show location of Natural Area fencing and/or signage
   c. Delineate Community Space, provide area calculation and proposed form of ownership
   d. Delineate and document Homesite Standards in BIMC 17.12.060 and Table

~~17.12.060-1, and Subdivision Standards in BIMC 17.12.070 and Table 17.12.070-1~~

Farm Management Plan

In order to exceed maximum animal density allowances provided for in BIMC 18.09.030, a farm management plan approved by the City, its designee, or a qualified third party must be implemented and maintained. The farm management plan shall contain the following:

A. Basic site plan, with the following additional information
    1. Adjacent residences
    2. location and area of all pasture area(s), shelter structure(s), compost and manure storage,
B. Description of the type of equipment necessary or intended for use in each season and the frequency and duration of anticipated use;
C. Disclosure of any intent to spray or otherwise apply agricultural chemicals or pesticides, frequency and duration of application, and the plants, diseases, pests or other purposes they are intended for;
D. Emergency response plan and emergency response contacts
E. Description of the potential impacts of animal agriculture and use of applicable National Resource Conservation Service (NRCS) conservation practice standards or equivalent measures to mitigate impacts, including:
    1. Water Quality and Soils. Impacts of irrigation run-off on adjacent properties, water bodies and environmentally critical areas, and proposed sediment and erosion control measures.
    2. Noise and Odor. Impacts related to the location on the lot of the animal pasture and shelter, any trash or compost storage areas, any farm stand or additional accessory structure, and any other noise-generating or odor-generating equipment and practices.
    3. Agricultural Chemicals. Impacts related to the use of chemicals, including any manure, fertilizer and pesticide.
    4. Mechanical Equipment. Impacts related to the operation of equipment, including noise, odors, and vibration.
    5. Traffic and Parking. Impacts related to the number of staff onsite during work hours, and the number of potential visitors regularly associated with the site.
    6. Visual Impacts and Screening. Visual impacts relating to the proposed nature, location, design, and size of proposed features, structures and activities, including the location of pasture, composting activities and manure storage, and any existing or proposed screening.

Housing Design Demonstration Project

In addition to any submittal requirements from the underlying land use permitting process, the

following additional information is required for a Housing Design Demonstration Project:

A. Survey prepared by a licensed surveyor, including information showing existing conditions and site information including, but not limited to, topography (contour interval not to exceed 5 feet), an elevation benchmark (located on or within 100 feet of the proposed site), adjacent development, vegetation, utilities, critical areas, property lines, and easements. Whenever possible, survey information should be submitted on City of Bainbridge Island vertical and horizontal datums. All plans must be submitted at an easily reproducible engineering or architectural scale. The survey data should be integrated into all site plans and elevation drawings related to the project and the source of the survey information shall be noted.
B. Plans descriptive of drawings of the proposed innovative housing types including building footprints and building elevations, floor plans, and roof plans.
C. A description of the proposed unit type, including proposed square footage, unit mix, and number of bedrooms per unit.
D. A description of the required development standards, compared with the standards that relief is being requested. This includes, but is not limited to, setbacks, density, or parking requirements. The applicant should explain how relief from specific development standards is needed to achieve the desired innovative design and the goals of this chapter.
E. Photographs of the subject and adjacent properties key to the basic site plan.
F. Landscape Plan.
G. A detailed description of any project phasing.
H. A description of how the proposed development is consistent with the surrounding neighborhood character.
I. A description of how the proposed development complies with the goals of BIMC 2.16.020.Q, project evaluation criteria as described in BIMC 2.16.020.Q, and all relevant decision criteria.

   A completed green building checklist from Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, LEED or BuiltGreen programs that require third party verification review with the requisite four and five star levels.

Legislative Review of Development Regulations and Rezoning

Legislative Review of Development Regulations

An application and fee as established by city council resolution shall be made on forms prescribed by the department. The application shall contain the following:

A. A complete and detailed written statement explaining the existing regulations and proposed changes (including specific language, if possible);
B. A detailed description of how the proposal meets the goals and policies set forth in the Comprehensive Plan; and
C. A completed SEPA checklist including supplemental sheet for nonproject actions (if

applicable); and

D. Any other materials the department or the reviewing body determines are required to adequately describe the proposal.

Rezoning (Site-specific and Area-wide)

A rezone application and fee as established by city council resolution shall be made on forms prescribed by the department. The application shall contain the following:

A. A complete and detailed written statement explaining how the subject property is suitable for the proposed rezone and why the rezone would not be detrimental to surrounding land uses.

B. A map that shows address topography, streets, adjacent land uses, utilities and other pertinent factors that would justify the proposed rezone;

C. A detailed description of the proposed use for which the rezone is sought and how such action meets the decision criteria in BIMC 2.16.140;

D. A legal description of the property(ies) and tax lot number(s);

E. The names and addresses of all property owners; and

F. Any other materials the department or the reviewing body determines are required to adequately describe the proposal.

G. A completed SEPA checklist including supplemental sheet for nonproject actions.

Preapplication Conference

A. ~~Basic Site Plan~~ All project must include the items listed below. For projects that require review by the Design Review Board (major site plan and design review permits, short subdivisions of more than two lots, preliminary long subdivisions, and major conditional use permits), see Design for Bainbridge ~~Design Review Manual~~, Appendix A, Documents Required for Design Review, Preapplication Conference for additional submittal requirements.

B. Basic Site Plan

C. Conceptual Landscape Plan (as applicable). Proposed landscaping as required by BIMC 18.15.010, including any required retention.

D. Conceptual Utilities Plan

E. Site Assessment Review (SAR) or SAR Exemption

F. Design for Bainbridge checklist / worksheet

F. Additional requirements for preapplication review of Subdivisions

1. Lot area of each existing and resultant lot (BIMC 18.12.050.J)
2. Proposed covenants or restrictions
3. Site plan – additional requirements

a. Separate sheets depicting existing and resultant conditions

b. Zoning and Comprehensive Plan designation for subject and adjacent properties

c. Shoreline upland / water environment for subject and adjacent properties

d. Proposed method to meet fire flow requirements

e. Names and locations of adjacent subdivisions;

f. Delineate primary and secondary Natural Areas, provide area calculations for each and proposed form of ownership. Identity the functional characteristics of each Natural Area type in BIMC 17.12.050.A.2.a. i-iii and b. i. – vii.

g. Show location of Natural Area fencing and/or signage

h. Delineate Community Space, provide area calculation and proposed form of ownership

i. Delineate and document Homesite Standards in BIMC 17.12.060 and Table 17.12.060-1

j. Delineate and document Subdivision Standards in BIMC 17.12.070 and Table 17.12.070-1

4. Document the four-step design process identified in BIMC 17.12.030
5. Document requested departures from subdivision standards contained in BIMC 17.12.060 and 17.12.070, including BIMC Tables 17.12.060-1 and 17.12.070-1: Address consistency with general purpose of intent of the subdivision chapter, the intent of the four-step design process, and the specific standard from which the departure is requested.
6. Identify Island-Wide Transportation Plan and City of Bainbridge Island Design and Construction Standards. Document requested deviations.
7. Depict views of proposed houses from exterior roads and abutting properties vis-à-vis natural topography and existing vegetation

Reasonable Use Exception

A. Basic Site Plan

B. The terms, conditions, covenants, and agreements under which the subject property is bound, if any;

C. Critical Area Report. A critical area~~s~~ report including mitigation plan, if necessary, prepared in accordance with applicable state and federal agency standards. Such studies shall be prepared in accordance with the requirements in BIMC 16.20.180 – Critical area reports by qualified professionals in the area of concern as provided in BIMC 16.20.190 – Definitions;

D. Any other relevant information and reports that are necessary, in the opinion of the director, to process and prepare the recommendation on the application, such as permit applications to other agencies and special studies;

E. State Environmental Policy Act (SEPA) checklist (if applicable)

F. Other plans and drawings deemed necessary by the director for evaluation of the merits of the proposal; and

G. A complete and detailed written statement of the reason(s) for requesting the reasonable use exception including a detailed description of how the proposal will meet the reasonable use exception criteria as defined in BIMC 16.20.080:

1. The application of Chapter 16.20 would deny all reasonable use of the property;
2. There is no reasonable alternative to the proposal with less impact to the critical area or its required buffer;
3. The proposal minimizes the impact on critical areas in accordance with mitigation sequencing (BIMC 16.20.030);
4. The proposed impact to the critical area is the minimum necessary to allow reasonable use of the property;
5. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant, or of the applicant's predecessor, that occurred after February 20, 1992;
6. The proposed total lot coverage does not exceed 1,200 square feet for residential development;
7. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the property;
8. Any alterations permitted to the critical area are mitigated in accordance with mitigation requirements applicable to the critical area altered;
9. The proposal protects the critical area functions and values consistent with the best available science and results in no net loss of critical area functions and values;
10. The proposal addresses cumulative impacts of the action; and
11. The proposal is consistent with other applicable regulations and standards.

H. A copy of the pre-application conference summary letter.

Revision to a Land Use Permit

A revision is required when there are proposed changes to a project after the application has been submitted but has not been approved. This may arise due to differences between the original proposal and application submittals to actual field conditions, or the customer has changed their mind about an aspect of the project. In all cases, a revision to the existing permit must be submitted, reviewed and approved. Please check with your planner prior to submitting revisions: An intake appointment may be required. All submittal requirements applicable to the original application, including number of copies, are required for revisions. Revisions may be subject to additional fees.

A. Basic Site Plan

B. Utilities Plan (as applicable)

C. Landscape Plan (as applicable) with proposed landscaping as required by BIMC 18.15.010, including any required retention.

D. Revision documents that clearly identify the proposed change, including a description of the proposed change

E. Written description of the proposed change, including a detailed analysis of how the change complies with decision criteria of the application used in the first instance

F. Authorization of all owners of all lots involved in the change

Shoreline - Clearing Permit

A. Basic Site Plan, including:

1. Species and location of trees or other vegetation proposed to be removed
2. Size (dbh) of trees to be removed
3. Area (square feet) of canopy coverage to be removed. Canopy coverage includes trees and shrubs.
4. Erosion control methods, drainage information or plan, pursuant to BIMC 15.20

B. Supplemental materials, as applicable:

1. Arborist report, for removal of hazard trees, or any vegetation removal within geologically hazardous areas or buffers/setbacks
2. Geotechnical report, for any vegetation removal within geologically hazardous areas or buffers/setbacks

C. Replanting plan, including:

1. Species, size, quantity, and location of trees or other vegetation proposed to be planted

Shoreline - Substantial Development Permit/Exemption, Variance, Conditional Use

A. Basic Site Plan, with the following additional information:

1. Location of Ordinary High Water Mark (OHWM);
2. Location of Shoreline Buffer;
3. Location of Shoreline Structure View Setback;
4. Shoreline dimensional setbacks;
5. Location of native vegetation and significant trees;
6. If structures have any attachments (e.g. deck, balcony, etc.), include elevation drawings and calculations of grade
7. For overwater structures or development: littoral boundaries and elevation drawings with tidal elevations development

8. For mooring buoys the following additional information:
    a. Location of proposed buoy with latitude and longitude coordinates and swing circle;
    b. Location of surrounding buoys, floats, or docks;
    c. Distance measurement of proposed buoy to surrounding buoys, floats, or docks.

B. No Net Loss Documentation

All shoreline development, use and activities, regardless of whether a permit is required, must result in no net loss of ecological functions and processes necessary to sustain shoreline resources. To demonstrate that the no net loss standard is met, and applicant must either submit with application:

1. The Single-Family Residence Mitigation Manual checklist and supporting documents or
2. A Site-specific Analysis that is completed by a qualified professional.

C. Narrative explaining how the project meets the decision criteria in BIMC 2.16.165

D. Additional Documents

Depending on existing site conditions and proposed development activities, your application may require additional reports and/or studies to identify and assess potential project impacts. These include:

1. Wetland delineation and categorization (See BIMC 16.12.060.L)
2. Geotechnical Report (See BIMC 16.12.060.K)
3. Bluff Management Plan (See BIMC 16.12.060.K)
4. Utilities Plan
5. Site Assessment Review (SAR) or SAR Exemption
6. State Environmental Policy Act (SEPA) Checklist
7. Shoreline Stabilization Projects have additional submittal requirements listed in the City's Shoreline Master Program Section 6.2.10

8. For Mooring Buoys, the following additional information:
    a. Cross-Sectional View Worksheet
    b. Proof of submittal of site plan with latitude and longitude coordinates, vicinity map, and cross-sectional view worksheet to the Suquamish Tribe. A copy of notification e-mail sent to Alison O'Sullivan, Biologist, Suquamish Tribe is acceptable (aosullivan@suquamish.nsn.us).
    c. Name and contact information of the diver/biologist qualified to install an embedment style anchor
        i. An aquatic vegetation dive survey is required if a surface style anchor is proposed (Concrete block, Danforth, etc.)
    d. Signed copy of Attachment E: Aquatic Use Authorization on Department of Natural Resources (DNR)- managed aquatic lands. This form must be submitted to and signed by DNR prior to making application to the City. Please note that Attachment

E is not required for buoys that are proposed to be installed on privately held tidelands.

e. Attachment E must include DNR signature at time of submittal to the City to verify that DNR has been notified of the proposed buoy location. Attachment E is submitted to DNR along with a Joint Aquatic Resources Permit Application (JARPA). Attachment E and the JARPA form can be found here: https://www.epermitting.wa.gov/site/alias__resourcecenter/9978/default.aspx Depending on the location of the buoy, your application may require additional submittal documents, including State Environmental Policy Act (SEPA) Checklist (required only if placement location is not on DNR leased land)

Sign Permit

A. Basic Site Plan
   1. Position of buildings
   2. Landscaped areas
   3. Sign configuration
   4. Sign size
   5. Sign elevation
B. Sign Permit Worksheet
C. Drawing or photo of proposed sign(s) including dimensions and height above ground.
D. Engineering specifications (if applicable).

Site Plan and Design Review (Major & Minor)

~~A.~~ Basic Site Plan. For Major Site Plan and Design Review permits, submit final site plan reviewed by the Design Review Board along with any items below not already included. (Reference: Design for Bainbridge, Appendix A, Documents Required for Design Review)

B. Utilities Plan
C. Site Assessment Review (SAR) or SAR Exemption
D. Landscape Plan
E. Preapplication conference summary (if applicable)
F. Public participation meeting summary (if applicable)
G. State Environmental Policy Act (SEPA) checklist (if applicable)
H. Terms, conditions, covenants, and agreements under which the subject property is bound

I. Traffic analysis (if applicable)

J. Design for Bainbridge checklist / worksheet

K. Narrative: A complete and detailed written statement describing the proposal, including:

1. Intended use of the land
2. Phasing, including the phasing of on- and off-site improvements
3. Sequence and timing of the proposed development
4. Proposed land ownership
5. Commercial and residential components of the project
6. Addressing the decision criteria per BIMC 2.16.040 E

L. Documentation of Kitsap Public Health District Concurrent Review, if not on public sewer and water;

M. Non-binding Water and Sewer availability letters (availability and phasing of system extensions)

N. The terms, conditions, covenants, and agreements under which the subject property is bound, if any;

O. Architectural drawings, including floor plans, uses, building elevations, building sections, and roof plans;

P. Description of proposed stormwater management system and maintenance and operation. See also Utilities Plan.

Q. Description of any facilities planned for public dedication, e.g. sewage disposal system, roads, non-motorized facilities, utility lines and facilities, parks.

~~R. Any other graphic materials required to adequately describe how the proposal meets specific regulations and guidelines, such as color palettes, material boards, and computerized models;~~

S. For installation of outdoor lighting fixtures, evidence of compliance with the requirements of chapter 18.15.040, Outdoor Lighting, on the architectural elevations or on a form provided by the department of planning and community development.

T. A survey may be required depending on project complexity

Subdivision – Preliminary (Short/ Long /Large Lot)

A. Basic Site Plan (two-lot short subdivisions only). For all other preliminary subdivisions, submit final site plan reviewed by the Design Review Board along with any additional items below not already included (Reference: Design for Bainbridge, Appendix A, Documents Required for Design Review)

B. Utilities Plan

C. Site Assessment Review (SAR) or SAR Exemption

D. Landscape Plan (as applicable). Proposed landscaping as required by BIMC 18.15.010, including any required retention.

E. Preliminary Plat

1. Conventional scale and prepared by a surveyor licensed in the State of Washington
2. Separate sheets depicting existing conditions and resultant conditions
3. Zoning and Comprehensive Plan designation
4. Shoreline upland and water environment designations
5. Proposed method to meet fire flow requirements
6. Names and locations of adjacent subdivisions
7. Gross lot size (in square feet) of each existing and resultant lot
8. Lot area of each existing and resultant lot / tract (BIMC 18.12.050.J)
9. Delineate required critical areas, their buffers and setbacks along with any proposed modifications
10. Aquifer Recharge Protection Area: Clearly show the extent of native vegetation areas. Delineate the ARPA, 12,500 square foot development areas, and show the area calculations. Document the ARPA development standards in BIMC 16.20.100.D.
11. Delineate primary and secondary Natural Areas, provide area calculations for each and proposed form of ownership. Identity the functional characteristics of each Natural Area type in BIMC 17.12.050.A.2.a. i-iii and b. i. – vii.
12. Show location of Natural Area fencing and/or signage
13. Delineate Community Space, provide area calculation and proposed form of ownership
14. Delineate and document Homesite Standards in BIMC 17.12.060 and Table 17.12.060-1
15. Delineate and document Subdivision Standards in BIMC 17.12.070 and Table 17.12.070-1

F. Design for Bainbridge checklist/worksheet

G. Document the four-step design process identified in BIMC 17.12.030

H. Document requested departures from subdivision standards contained in BIMC 17.12.060 and 17.12.070, including BIMC Tables 17.12.060-1 and 17.12.070-1: Address consistency with general purpose of intent of the subdivision chapter, the intent of the four-step design process, and the specific standard from which the departure is requested.

I. Identify Island-Wide Transportation Plan and City of Bainbridge Island Design and Construction Standards. Document requested deviations.

J. Depict views of proposed houses from exterior roads and abutting properties vis-à-vis natural topography and existing vegetation

K. State Environmental Policy Act (SEPA) checklist (if applicable)

L. Preapplication conference summary letter

M. Perimeter lot closures for each existing and resultant lot

N. Title report dated not more than six months prior to application

O. Property legal description

P. Draft Natural Area and/or Community Space Management Plan, including maintenance plan and allowed uses for each area type

Q. Existing and proposed terms, conditions, covenants, and agreements on the subject property (e.g. road maintenance agreement)
R. Non-binding water and sewer availability letters (for public water / sewer) for each lot
S. Traffic impact analysis/application for traffic concurrency or concurrency statement
T. Other technical reports (as applicable):
    a. Wetland delineation and report or wetland determination
    b. Geotechnical report/assessment
    c. Shoreline Site Specific Analysis
    d. DNR Forestry permit
    e. Habitat Management Plan
U. Other special submittal requirements identified in the pre-application conference summary

Subdivision - Alteration (Short/ Long /Large Lot)

A. Proposed plat alteration
B. Narrative including a description of the proposed change and a detailed analysis of how the change complies with decision criteria of the application used in the first instance
C. A copy of the existing final plat
D. A copy of the natural area / community space / open space management plan, as applicable

Subdivision - Plat Utility Approval (Short/ Long /Large Lot)

Plat utility standards for civil improvements are found in the City of Bainbridge Island Design and Construction Standards Manual. Please review the specific requirements with the assigned City project engineer for large/complex projects.

A. Construction Plans

Plans must be full-scale drawings on 24-inch by 36-inch paper with margins which are set to provide half-scale drawings on 11-inch x 17- inch paper. Two copies of the construction plan set are required. A digital set in PDF or TIFF format must also be submitted with application.

On-site plans for private property improvements must have a vertical scale of one inch equals five feet and a horizontal scale of one inch equals 50 feet. Profiles may be drawn on plan sheets.

Off-site plans for public improvements (i.e. water, sewer, storm drainage, and streets) shall have a vertical scale of one inch equals five feet and a horizontal scale of one inch equals 40 feet. All off-site plans shall have the corresponding plan/profiles on the same sheet.

See also land use standards for plan requirements (e.g. Aquifer Recharge Protection Areas).

General Plan Requirements:

- ☐ North must be up or to the left on plans, and north must not be shown in a different orientation on the same or connecting sheets.
- ☐ Vicinity map of approximately one square mile with the project site centered scaled one inch = 1000 feet. A scale at least one inch long must be on the map. A north arrow must be on the map and the site address must be below the map.
- ☐ City datum with City-established benchmark (BM) number and elevation. BM information is available from the city's right-of-way specialist.
- ☐ A detailed description of the site, including lot number, quarter section, township and range, unless otherwise noted by the City Engineer.
- ☐ Current zoning of site and of adjacent properties
- ☐ Lot size(s) with perimeter distances and bearings of the site shown on the plan
- ☐ Project name in the title block
- ☐ Owner/developer name, address, and phone number in the title block
- ☐ Design engineer's name, address, and phone number in the title block
- ☐ Boundary and topographic survey of existing conditions with a contour interval of no less than five feet (no less than 10 feet for Large Lot Subdivisions)
- ☐ Clearly identify and dimension existing and proposed rights-of-way and easements. Show Kitsap County recording numbers for all existing easements.
- ☐ All pertinent existing and finish elevations
- ☐ Existing natural drainage ways (e.g. swales, ditches) and flow path with arrows and elevations
- ☐ Lakes, rivers, streams, flood plains, wetlands, sensitive slopes, and other sensitive areas
- ☐ Limits and elevations of 100-Year floodplain with floodway and flood fringe delineated
- ☐ General plan notes consistent with the Standards shall be shown on the plan

Individual Plan Sheet Requirements:

Plans may be incorporated on the same sheet where clarity is not affected.

- ☐ Preliminary conditions of approval
- ☐ Grading, Drainage, and Erosion and Sediment Control (GDESC) Plan
- ☐ Street plan or plat road plan
- ☐ Parking plan
- ☐ Utility plan (water, sewer, and dry/franchise utility location and coordination)
- ☐ Significant tree/tree retention plan
- ☐ Open space management plan, where applicable
- ☐ Landscaping plan

B. Reports and Supporting Documentation/Calculations

- ☐ Stormwater management report consistent with BIMC 15.20 and the current adopted Stormwater and Low Impact Development manuals.
- ☐ Drainage design calculations.
- ☐ Soil logs and infiltration rate determination, where applicable.

- ☐ Geotechnical report, where applicable.
- ☐ Domestic (multi-family), commercial and fire flow calculations.
- ☐ Sewer conveyance calculations.

C. Facilities (Water, Sewer, Storm Water and Streets) Extension Agreement Application

The extension agreement application shall be completed by the owner and submitted with the applicable processing fee consistent with BIMC 13.32.

- ☐ Application shall indicate whether a latecomer reimbursement will be requested.
- ☐ Drawings shall be submitted showing generally the proposed location, type, and size of the utility or street improvements.

Subdivision - Final (Short/ Long /Large Lot)

A. Plat Utilities Plan (engineered drainage plan / report or minor plan as applicable)

B. Landscape Plan (as applicable). Proposed landscaping as required by BIMC 18.15.010, including any required retention.

C. Final terms, conditions, covenants, and agreements (e.g. Natural / Community Space Management Plan, road maintenance agreement)

D. Statement of compliance listing the plat conditions and how each condition is met

B. Perimeter lot closures for each existing and resultant lot

C. Title report dated not more than six months prior to application

D. Binding water and sewer availability letters (for public water/sewer) for each lot

E. Final Plat, as modified by conditions of approval

1. Applicable plat conditions of approval
2. Ties to permanent monuments
3. Controlling reference points or monuments
4. Bearing and length of lines
5. Origin of meridian or basis of bearings
6. Surveyor's certificate signed by the surveyor who prepared the final plat: *"I,_____registered as a professional land surveyor by the State of Washington, certify that this Subdivision is based on an actual survey of the land described herein, conducted by me or under my supervision, during the period of ___, 20__, through____, 20__ , that the distances, courses, and angles shown hereon correctly; and the lot corners have been staked on the ground as depicted hereon."*
7. Disclaimer regarding road maintenance: *"Responsibility and expense for maintenance of streets serving lots within this short plat/subdivision shall rest with the lot owners unless such roads have been accepted by the City."*
8. If plat improvements are assured, a prominent note on the face of the final plat: *"The*

lots created by this plat are subject to conditions of an assurance device held by the City for the completion of certain necessary facilities. Building permits may not be issued and/or occupancy may not be allowed until such necessary facilities are completed and approved by the City. All purchasers shall satisfy themselves as to the status of completion of the necessary facilities."

9. Signature and date lines for the City Planning Director
10. Signature and date lines for the Health District (N/A for short plats)
11. County Treasurer and Auditor signature blocks
12. Declaration regarding further subdivision: *"Land in a short subdivision may not be further divided through a short plat within a period of five years recording the final short without meeting the standards of and being reviewed as a long subdivision."*
13. Estimate approved by the City for financial assurance of plat improvements (if applicable)

Tree Removal/Vegetation Maintenance Permit

A. Basic Site Plan
B. Trees and vegetation proposed to be removed (also show on Basic Site Plan)
C. Size (diameter breast height [dbh]) of trees to be removed (Required only for commercial, institutional, multifamily, and mixed-use development and any properties in Mixed Use Town Center, High School Road, R-2.9, R-3.5 and R-4.3 zones. Also show on Basic Site Plan)
D. Site Assessment Review (SAR) or Exemption (if applicable)
E. Erosion control methods, drainage information or plan, pursuant to BIMC 15.20 (if applicable).
F. Planting plan (see Landscape Plan section above) if tree removal brings a property below applicable tree unit requirements (see BIMC Section 18.15.010.G) or is proposed within required vegetation areas (e.g. landscape buffers, no-cut buffers), or any other trees required to be retained through an approved land use permit. Planting plan should ensure that property continues to meet any applicable tree requirements.

Variance – Zoning (Major & Minor)

A. Basic Site Plan
B. State Environmental Policy Act (SEPA) checklist (if applicable)
C. Terms, conditions, covenants, and agreements under which the subject property is bound
D. Narrative – A complete and detailed written statement describing the proposal, including:
    1. Reason for the variance request
    2. Detailed description of how the proposal will meet the decision criteria
    3. Visual impacts of proposed structures, including proposed screening

Wireless Communication Facility Permit (WCF)

Permit procedures for wireless communication facility permits are detailed in BIMC 18.10.

A. Basic Site Plan
    1. Additional requirements
        a. Location, elevation and dimensions of existing facility components
        b. Location, elevation and dimensions of proposed facility components
        c. Existing and proposed site grade
        d. Area of ground disturbance for construction activities
        e. Primary viewshed of the proposed WCF
        f. Proposed height
        g. Coverage area at proposed height (may be inset map or on separate sheet)
        h. Inventory of WCF sites in or within a one mile radius of the City that are operated by the applicant
B. Landscape Plan
    1. Additional landscape plan information required:
        a. Type and location of vegetation screen of WCF components in viewshed context
        b. Height of vegetation screen at maturity (e.g. monopole/tower 2/3 height screening)
        c. Type and location of topographic or structural screening (e.g. wall, fencing)
        d. WCF paint/camouflage color scheme in viewshed context
        e. Security fencing height, vegetation screening and paint/camouflage screening
C. Detail Drawing
    1. Antenna
    2. Support structure and any protrusion from the support structure
    3. Transmission device
    4. Equipment shelter
D. Photo/visual simulations of the proposal from affected properties and public rights-of-way at varying distances
E. Narrative
    1. An explanation of the need for the proposed WCF
    2. Location priority analysis (e.g. co-location vs. commercial building)
    3. Height and design of WCF sites in or within one mile of the City
    4. Impact of proposal on existing restrictions or requirements (e.g. Conditional Use Permit, Site Plan and Design Review Permit)
    5. Feasibility of underground location for equipment facilities
    6. Equipment noise evaluation (e.g. dB at nearest property line)
F. Documentation verifying that the proposed WCF complies with Federal Communications Commission and Federal Aviation Administration regulations

G. Copy of documentation regarding existing restrictions or requirements (e.g. Conditional Use Permit, Site Plan and Design Review Permit)

H. Additional information required for:

1. Tower modification
    a. Structural engineering report demonstrating the modification complies with applicable construction/electrical/safety codes including:
        i. number and types of antennas the tower can support
        ii. basis for capacity calculation
        iii. statement that the proposal complies with applicable FCC guidelines and standards
2. Base station modification
    a. Structural engineering report demonstrating the modification complies with applicable construction/electrical/safety codes
3. Applications for facilities other than Facility I or II
    a. Documentation of efforts to co-locate on existing facilities

I. If all or a portion of the WCF will be located upon a city-owned structure, or upon non-right-of-way property which is either city-owned or city-leased, the applicant shall be required to enter into a lease agreement with the city for the use of the city property.

J. A Master Permit, consistent with Chapter 19.02 and 19.04 BIMC, if all or a portion of the WCF will be located in the right-of-way.

Wireless Eligible Facilities Request Permit (EFR)

Permit procedures for wireless eligible facilities request permits are detailed in BIMC 18.11.

1. An assertion that the proposed facilities modification is subject to review under Section 6409 of the Spectrum Act.
2. An evaluation of the substantial change criteria as found in BIMC 18.11.010.K.
3. Copies of any environmental documents required by any federal agency. These shall include the environmental assessment required by 47 C.F.R. Part 1 (Part 1 – Practice and Procedure), Section 1.1307, as amended, or, in the event that an FCC environmental assessment is not required, a statement that describes the specific factors that obviate the requirement for an environmental assessment.
4. If the applicant is not the owner or person in control of the eligible support structure and/or site: An attestation that the owner or person in control of the eligible support structure and/or site has consented to the proposed facilities modification. If the eligible support structure is located in a public right-of-way, the applicant must also attest that applicant has authorization to install, maintain and operate transmission equipment in, under, and above the public right-of-way.
5. A request involving co-location of transmission equipment or the replacement of transmission equipment: Complete copies of the underlying land use approvals for siting of the tower or base station proposed to be modified, establishing that, at the time of submittal of the application, such tower or base station constituted an eligible support structure.

6. A request that will result in an increase in height of the eligible support structure: Record drawings, as-built plans, or the equivalent, showing the height of the eligible support structure (a) as originally constructed and granted approval by the city or other applicable local zoning or similar regulatory authority; or (b) as of the most recent modification received by the city, or other local zoning or regulatory approval, prior to the passage of the Spectrum Act, whichever height is greater.
7. A request to an eligible support structure, which structure, or proposed modification of the same, is subject to preexisting restrictions or requirements imposed by a reviewing official or decision-making body pursuant to authority granted under the city code, or an ordinance or a municipal code of another local government authority: A copy of the document (e.g., CUP or SUP) setting forth such preexisting restrictions or requirements together with a certification that the proposed facilities modification conforms to such restrictions or requirements; provided, that such certification shall have no application to the extent the proposed facilities modification relates solely to an increase in height, increase in width, addition of cabinets, or new excavation, that does not result in a substantial change in the physical dimensions of the eligible support structure.
8. A request to an eligible support structure, which structure, or proposed modification of the same, is subject to preexisting concealment restrictions or requirements, or was constructed with concealment elements: Applicant shall set forth the facts and circumstances demonstrating that the proposed modification would not defeat the existing concealment elements of the eligible support structure. If the proposed modification will alter the exterior dimensions or appearance of the eligible support structure, applicant shall include a detailed visual simulation depicting how the eligible support structure will appear after the proposed modification is complete. The visual simulation shall depict to scale the eligible support structure in relation to the trees, landscaping and other structures adjacent to, or in the immediate vicinity of, the eligible support structure.
9. A request that will protrude from the edge of a nontower eligible support structure: Record drawings, as-built plans, or the equivalent, showing at a minimum the edge of the eligible support structure at the location of the proposed modification.
10. A request to an eligible support structure that will (a) include any excavation; (b) would result in a protrusion from the edge of a tower that exceeds an existing protrusion of any transmission equipment attached to a tower; or (c) would protrude from the edge of a nontower eligible support structure: A description of the boundaries of the site together with a scale drawing based on an accurate traverse, with angular and lineal dimensions, depicting the boundaries of the site in relation to the tower or base station proposed to be modified and depicting the proposed location, elevation and dimensions of the new or replacement transmission equipment. The city may require a survey by a land surveyor licensed in the state of Washington when, in the judgment of the approval authority, a survey is reasonably necessary to verify the boundaries of the site to determine if the proposed facilities modification would result in a substantial change in the physical dimensions of the eligible support structure.

11. A request to the eligible support structure that includes hardening through structural enhancement: A technical report by a qualified engineer accredited by the state of Washington, demonstrating that the structural enhancement is performed in connection with and is necessary to support the proposed co-location, removal, or replacement of transmission equipment and conforms to applicable code requirements. The city may retain the services of an independent technical expert to review, evaluate, and provide an opinion regarding the applicant's demonstration of necessity.
12. A request that proposes a modification to a tower: A stamped report by a Washington State-registered professional engineer demonstrating that the tower with the proposed modifications will comply with applicable structural, electrical, and safety codes, including by way of example, and not limitation, EIA/TIA-222-Revision G, published by the American National Standards Institute (as amended), allowable wind speed for the applicable zone in which the tower is located, and describing the general structural capacity of the tower with the proposed modifications, including:
    a. The number and type of antennas that can be accommodated;
    b. The basis for the calculation of capacity; and
    c. A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards. The city may retain the services of an independent technical expert to review, evaluate, and provide an opinion regarding the applicant's demonstration of compliance.
13. A request to a base station: A stamped report by a Washington State-registered professional engineer demonstrating that the base station, with the proposed modifications, will comply with applicable structural, electrical, and safety codes.
14. A request requiring alteration to the eligible support structure, excavation, installation of new equipment cabinets, or any other activities impacting or altering the land, existing structures, fencing, or landscaping on the site: A detailed site plan and drawings, showing the true north point, a graphic scale and, drawn to an appropriate decimal scale, indicating and depicting:
    a. The location, elevation and dimensions of the existing eligible support structure;
    b. The location, elevation and dimensions of the existing transmission equipment;
    c. The location, elevation and dimensions of the transmission equipment, if any, proposed to be co-located or that will replace existing transmission equipment;
    d. The location, elevation and dimensions of any proposed new equipment cabinets and the intended use of each;
    e. Any proposed modification to the eligible support structure;
    f. The location of existing structures on the site, including fencing, screening, trees, and other significant site features; and
    g. The location of any areas where excavation is proposed showing the elevations, depths, and width of the proposed excavation and materials and dimensions of the equipment to be placed in the area excavated.

Small Wireless Facility Permit (SWF)

Permit procedures for small wireless facility permits are detailed in BIMC 19.10.

1. A Master Permit, consistent with Chapter 19.02 and 19.04 BIMC, if the proposed facilities are located in the right-of-way.
2. Associated Permit(s). Applications or check lists required under the Critical Areas, Shoreline, or SEPA ordinances. Applications for deployment of small wireless facilities in Design Zones or for new poles shall comply with the requirements in BIMC 18.10A.060.
3. Specific locational information including GIS coordinates of all proposed small wireless facilities and specify where the small wireless facilities will utilize existing, replacement, or new poles or towers, existing buildings, or other structures. Ground mounted equipment (if authorized pursuant to Chapter 18.10A BIMC), conduit, junction boxes, and fiber and electrical connections necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. Detailed schematics and visual renderings of the small wireless facilities, including engineering and design standards, shall be provided by the applicant. The application shall have sufficient detail to identify:
   (a) The location of overhead and underground public utility, telecommunication, cable, water, adjacent lighting sewer drainage and other lines and equipment within 50 feet of the proposed project area (which the project area shall include the location of the fiber source and power source). Further, the applicant shall include all existing and proposed improvements related to the proposed location, including but not limited to poles, driveways, ADA ramps, equipment cabinets, street trees and structures within 50 feet from the proposed project area.
   (b) The specific trees, structures, improvements, facilities, lines and equipment, and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate and a landscape plan for protecting, trimming, removing, replacing, and restoring any trees or areas to be disturbed during construction.
   (c) The construction drawings shall also include the applicant's plan for electric and fiber utilities, all conduits, cables, wires, handholes, junctions, meters, disconnect switches and any other ancillary equipment or construction necessary to construct the small wireless facility, to the extent to which the applicant is responsible for installing such electric and fiber utilities, conduits, cables, and related improvements. Where another party is responsible for installing such electric and fiber utilities, conduits, cables, and related improvements, applicant's construction drawings will include such utilities to the extent known at the time of application, but at a minimum applicant must indicate how it expects to obtain fiber and electric service to the small wireless facility.
   (d) Compliance with the aesthetic requirements of BIMC 18.10A.050.

4. Written approval from the owner of any pole or structure for the installation of its small wireless facilities on such pole or structure. To extent that the pole or structure is not owned by the applicant, the applicant shall demonstrate in writing that they have authority from the pole owner to install the small wireless facility on the pole or structure. Such written approval shall include approval of the specific pole, engineering and design standards, as well as assurances that the specific pole can withstand wind and seismic loads, from the pole owner, unless the pole owner is the City. Submission of the lease agreement between the pole owner and the applicant is not required. If the proposed small wireless facility is not within the rights-of-way, the applicant must provide written approval from the property owner. For city-owned poles or structures, the applicant must obtain a lease from the City prior to or concurrent with the small wireless permit application and must submit as part of the application the information required in the lease for the City to evaluate the usage of a specific pole.
5. Sworn affidavit signed by an RF Engineer with knowledge of the proposed project affirming that the small wireless facilities will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small wireless facility will operate. If facilities which generate RF radiation necessary to the small wireless facility are to be provided by a third party, then the small wireless permit shall be conditioned on an RF Certification showing the cumulative impact of the RF emissions on the entire installation. The applicant may provide one emissions report for the entire small wireless deployment if the applicant is using the same small wireless facility configuration for all installations within that batch or may submit one emissions report for each subgroup installation identified in the batch.
6. Proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.
7. A professional engineer licensed by the State of Washington shall certify in writing, over his or her seal, that the construction plans of the small wireless facilities and the antenna support structure or pole and foundation are designed to reasonably withstand typical loading requirements as well as wind and seismic loads.
8. Proof of a valid Bainbridge Island business license.
9. Such other information as the Director, in his/her discretion, shall deem appropriate to effectively evaluate the application based on technical, engineering, and aesthetic considerations.

Zoning Verification Letter

A. Property location – 14-digit parcel number or site address
B. Any known previously approved land use applications or permits.
C. List of specific questions.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize City Manager to Execute Amendment No. 2 to the Agreement for Professional Services with River Oaks Communications Corporation for Legal Services related to Ongoing Comcast Franchise Negotiations ($14,073) - Executive,

SUMMARY: As described in more detail in the Background section below, the City Council will consider an amendment to the current professional services agreement with River Oaks Communications related to the ongoing franchise negotiations with Comcast. City staff recommends that the Council approve this amendment to allow for the work necessary to complete the franchise agreement negotiations and to prepare and provide to the Council a revised franchise agreement for consideration in the coming months.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Authorize the City Manager to execute Amendment No. 2 to the Agreement for Professional Services with River Oaks Communications Corporation in the amount of $14,073 for legal services related to the ongoing Comcast franchise negotiations.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: Comcast provides cable TV and broadband services on Bainbridge Island directly to customers. In order to operate in the City's rights-of-way, the City has a franchise agreement with Comcast. The City has been engaged in franchise negotiations with Comcast to extend and revise the current franchise.

Due to the specialized nature of the legal issues and services related to such franchises, the City contracted with outside counsel -- River Oaks Communications -- to assist with the preparation and negotiation of the existing franchise with Comcast, which went into effect in June 2016. Based on the particular expertise of River Oaks and their past work for the City, the City reengaged with River Oaks for the current franchise negotiations with Comcast as relates to extending the franchise into future years and revising and updating the franchise. To that end, on May 28, 2020, the City and River Oaks (collectively, the "Parties") executed a professional services agreement ("PSA") related to such franchise negotiations.

On September 1, 2021, the Parties executed Amendment No. 1, which amended the scope of services of the PSA to include additional necessary tasks, and also provided for additional time for completion of the amended scope of services. As described in the "Whereas" clauses of Amendment No. 2 (attached), Amendment No. 1 anticipated that additional time would likely be necessary to complete all of the work that is described in the "First Amended Scope of Services," which is included with Amendment No. 1 (attached).

Franchise negotiations are ongoing and progressing, and it is anticipated that those negotiations are nearing completion. It is anticipated that this Amendment No. 2 will provide for the necessary time, and sufficient funding, to complete the scope of services amended through Amendment No. 1. The final product will be a renegotiated franchise agreement that the City Attorney's Office and the City Manager will prepare and provide to the City Council to consider in the coming months.

ATTACHMENTS:

Amendment No. 2 to River Oaks PSA.docx

River Oaks PSA Amendment No. 1

River Oaks Communications PSA - 2020-21 Comcast Renewal.pdf

FISCAL DETAILS: The increase of $14,073 will result in a new total not to exceed contract amount of $64,072.

Fund Name(s):

Coding:

AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 2") amends the Agreement for Professional Services ("Agreement") entered into on May 28, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Thomas F. Duchen & Associates, Inc., a Colorado corporation, d/b/a River Oaks Communications Corporation ("Consultant" or "River Oaks").

WHEREAS, the City needs professional services in connection with the extension, renegotiation, and amendment of the City's cable franchise agreement with Comcast; and

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

WHEREAS, Amendment No. 1, authorized and executed by the City Manager on September 1, 2021, included an amended scope of work with additional tasks, an extension to the term to provide sufficient time for the completion of the additional tasks, and additional budget authority to achieve those tasks; and

WHEREAS, the additional work contemplated in Amendment No. 1 has resulted in negotiations beneficial to the City's interest, but additional time and funding are necessary to complete the scope of work, as described in Amendment No. 1; and

WHEREAS, the City desires to extend the term of the Agreement until March 31, 2022, and to increase the maximum amount payable under the Agreement by fourteen thousand and seventy-three dollars ($14,073) to compensate the Consultant for additional work that is needed to complete the Amended Scope of Services which was mutually agreed upon previously but which work is not yet complete. As described in the First Amended Scope of Services that is included with Amendment No. 1, the work under this Amendment No. 2 was anticipated in Amendment No. 1 as being necessary as part of this franchise negotiation effort.

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 ~~November 30, 2021~~March 31, 2022, unless sooner terminated by either party as provided below.

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

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

[X] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of ~~Forty Nine Thousand Nine Hundred Ninety-Nine~~Sixty-Four Thousand Seventy-Two Dollars (~~$49,999~~64,072);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

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

RIVER OAKS COMMUNICATIONS CORPORATION	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Tom Duchen, President	Blair King, City Manager

Tax I.D. #84-1043862

City Bus. Lic. #44724

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") amends the Agreement for Professional Services ("Agreement") entered into on May 28, 2020, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Thomas F. Duchen & Associates, Inc., a Colorado corporation, d/b/a River Oaks Communications Corporation ("Consultant" or "River Oaks").

WHEREAS, the City needs professional services in connection with the extension, renegotiation, or amendment of the City's cable franchise agreement with Comcast; and

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

WHEREAS, the City desires to extend the term of the Agreement until November 30, 2021, and to increase the maximum amount payable under the Agreement by two thousand nine-hundred ninety-nine dollars ($2,999) to compensate the Consultant for additional work needed to complete the mutually agreed upon First Amended Scope of Services.

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 30, 2021,~~November 30, 2021, unless sooner terminated by either party as provided below.

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

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

[X] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of ~~Forty-Seven~~Forty-Nine Thousand Nine-Hundred Ninety-Nine Dollars (~~$47,000~~49,999);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

3. **Attachment A**, Scope of Services, is hereby replaced in its entirety with a new Attachment A, titled, First Amended Scope of Services.

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

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

RIVER OAKS COMMUNICATIONS CORPORATION

Date: 9/1/21

By: Vice President

Tom Duchen, President

Tax I.D. #84-1043862

City Bus. Lic. #44724

CITY OF BAINBRIDGE ISLAND

Date: 9/1/21

By:

Blair King, City Manager

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River Oaks Communications Corporation

Colorado Springs Office:
6 South Tejon, Suite 519
Colorado Springs, Colorado 80903
Telephone: (719) 477-6850
E-Mail: tduchen@rivoaks.com

Denver Office:
10940 S. Parker Road, Suite 766
Parker, Colorado 80134
Telephone: (303) 947-6133
E-Mail: bduchen@rivoaks.com

ATTACHMENT A
FIRST AMENDED SCOPE OF SERVICES

September 1, 2021

This amended Scope of Work is proposed as Amendment No. 1 to the existing Professional Services Agreement between the City and River Oaks Communications Corporation. The work will be performed by River Oaks as below described with respect to the Comcast Cable Informal Renewal process. The dates provided below may be adjusted depending upon the schedules of the Utility Advisory Committee, the City Council, and the availability of City staff and Comcast. Under the revised schedule, it is expected that the new Comcast Cable Franchise will be finalized and approved by the City Council by November 30, 2021.

A. **Task 1**- Past Performance Review of Comcast based on review of the Comcast Franchise, sending a detailed Compliance Review to Comcast, and analyzing the responses from Comcast.

Completed.

B. **Task 2**- Web Survey written by River Oaks, placed by the City on the City website, and tabulation completed by the City at its cost using Survey Monkey.

Completed.

C. **Task 3**- Scaled Down Needs Assessment. Receive input via a town hall meeting format from the public regarding the past performance of Comcast, as well as the future community needs and interests of Bainbridge Island related to the Comcast franchise.

Town Hall Meeting Completed.

Regarding remaining work on this Task 3, the City and River Oaks will continue to receive input from the public with respect to the current performance of Comcast and the needs and interests of the community, including via a request for input on the City website and emails received from residents and stakeholders. **September 1, 2021-October 30, 2021. [Approximately 5-7 hours]**

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D. **Task 4-** Utility Advisory Committee – River Oaks will provide a high-level overview to the Utility Advisory Committee of work which has taken place to date. River Oaks will prepare a PowerPoint presentation and identify for the Utility Advisory Committee key areas in the Cable Franchise negotiations. It is the objective that River Oaks will proceed to the City Council with a new cable agreement of which the Utility Advisory Committee is supportive. It is estimated that there will be one meeting with the Utility Advisory Committee via Zoom, likely in September, and potentially a second meeting if necessary when the new Cable TV Franchise Agreement is closer to being considered by the City Council. **September 1-October 22, 2021. [Approximately 4-6 hours]**

E. **Task 5-** PEG Equipment Review which has been done offsite by a River Oaks subcontractor. This involved a review of current video production equipment, and a determination of replacement equipment and new equipment which would be needed by the City during the next 3-5 years.

River Oaks and its subcontractor, Carson Hamlin, have worked closely with the City and BKAT in the development of a PEG Equipment Spreadsheet identifying the needs of the City for the next 5 years. If there are further updates which need to be made to the Spreadsheet, River Oaks and Carson Hamlin will address those with the City and BKAT. Updates are not anticipated at this time. **September 1, 2021-September 30, 2021. [Approximately 2-4 hours]**

F. **Task 6-** Presentation to the City Council in a Study Session. River Oaks via Zoom will provide a presentation to the City Council highlighting the work which has been done to date and the progress which has been made with Comcast in the development of a renewed Cable Franchise. Subject to the schedule of the City Council, this presentation would occur in **September 2021 or October 2021. [Approximately 2-3 hours]**

G. **Task 7-** Rather than River Oaks drafting amendments to the existing Cable Franchise, River Oaks is drafting a new Cable Television Franchise for the City with Comcast. River Oaks will continue to work with Comcast to negotiate and draft this new Cable Franchise which focuses on many areas including: a Definitional Section taking into account changes in Federal Law; Gross Revenues Definition; Preservation of Franchise Fees at 5% of Gross Revenues and the preservation of the City Utility Tax; Term of the Franchise; Competitive Equity; Issues with respect to the FCC Franchise Fee Offset Section 621 Order; Indemnification; Insurance; Security Requirements for a Performance Bond, Construction Bond or Letter of Credit; Customer Service Office in Kitsap County; Customer Service Standards; Open Records and Confidentiality; PEG Section with respect to SD, HD, Signal Quality and Return Lines; and Right-of Way Standards and Obligations. **September 1, 2021-November 8, 2021. [Approximately 13 hours for this Amendment No. 1. It is anticipated that an additional 27-31 hours of work under this task would be completed under a future Amendment No. 2, depending on how much of this task is completed under this Amendment No. 1.]**

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H. **Task 8-** River Oaks will participate in the two City Council meetings via Zoom when the Council considers and votes on the new Comcast Cable Television Franchise. **November 2021. [It is anticipated that this work would be completed under a future Amendment No. 2, and that the work would require approximately 2-3 hours.]**

Fees and Expenses

It is anticipated that the work under this Amendment No. 1 would exhaust the remaining funds in the existing contract (approximately $5,956.55), and require an additional $2,999.00 for this Amendment No. 1. This Amendment No. 1 would result in an amended contract amount of $49,999.00.

As described above regarding Tasks 7 and 8, it is anticipated that an Amendment No. 2 will be necessary to complete the work related to this project. It is anticipated at this point that an Amendment No. 2 would include approximately 29-34 hours of work to complete Tasks 7 and 8, for a total of an additional approximately $7,685 to $9,010 for such an Amendment No. 2. It is anticipated that as the work under this Amendment No. 1 proceeds, the City and River Oaks will work on preparing an Amendment No. 2, and it is anticipated that such an amendment will require City Council approval.

River Oaks will continue to bill the City at the rate of $265 per hour plus expenses.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Thomas F. Duchen & Associates, Inc., a Colorado corporation, d/b/a River Oaks Communications Corporation ("Consultant" or "River Oaks").

WHEREAS, the City needs professional services in connection with the extension, renegotiation, or amendment of the City's cable franchise agreement with Comcast; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

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

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

3. PAYMENT

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

[X] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of Forty-Seven Thousand Dollars ($47,000);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

10. INSURANCE

The Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in **Attachment B**.
[X] Professional Liability as described in **Attachment B**.
[ ] Automobile Liability as described in **Attachment B**.
[X] Workers' Compensation as described in **Attachment B**.
[ ] None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant:
River Oaks Communications Corporation
The Exchange Building
6 South Tejon Ave., Suite 519
Colorado Springs, CO 80903
Attention: Tom Duchen, President

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

RIVER OAKS COMMUNICATIONS CORPORATION

Date: MAY 26, 2020

By: Tom Duchen, President

Tom Duchen, President

Tax I.D. # 84-1043862

City Bus. Lic. # 44724

CITY OF BAINBRIDGE ISLAND

Date: May 28, 2020

By:

Morgan Smith, City Manager

Ellen Schroer, Deputy City Manager

ATTACHMENT A
SCOPE OF SERVICES

This Scope of Work will be performed by the Consultant as follows with respect to the Comcast Cable Informal Renewal process. The dates provided below will be adjusted depending upon when the City authorizes the Consultant to proceed with the work below.

A. **Task 1**: Past Performance Review of Comcast by reviewing the Comcast Franchise, sending a detailed Compliance Review and analyzing the response from Comcast.

6-8 hours: $1,590-$2,120
Timeframe: May-June 2020

B. **Task 2**: Web Survey, which shall be written by the Consultant, placed by the City on the City Website and tabulation would be done by the City, at its cost using Survey Monkey.

5-8 hours: $1,325-$2,120
Timeframe: July-September 2020
City Staff Time: The City's Web Master would input the Survey which would be tabulated at the City's cost by Survey Monkey

C. **Task 3**: PEG Equipment Review, which shall be done offsite by Consultant's Subcontractor. This will involve a review of current video production equipment, and a determination of replacement equipment and new equipment which will be needed by the City during the next 3-5 years.

Cost: $4,000-$6,000
Timeframe- August-October 2020
City Staff Time: Staff will prepare a List of existing Video Production Equipment

D. **Task 4**: Scaled down Needs Assessment, which will involve Town Hall Meetings with the Public, Schools, and Businesses to provide resident involvement and their view of the Past Performance of Comcast and the future community needs and interest of Bainbridge Island. Given the current COVID-19 pandemic, it is recognized that if these occur, they will need to include appropriate Social Distancing and limitations on the number of people in actual attendance or will be held remotely through a virtual meeting platform. Consultant will facilitate the Town Hall Meetings.

15-25 hours: $3,975-$6,625
Timeframe: October-December 2020
City Staff Time: Staff will organize, set up, and publicize the Town Hall Meetings.

E. **Task 5**: The Consultant will work with Comcast to negotiate and draft Franchise Amendments (not an entire new Cable Franchise) with respect to those areas which are of most importance including: Definitional Section taking into account changes in Federal Law, Gross Revenues Definition, Preservation of Franchise Fees at 5% of Gross Revenues and the City Utility Tax, Term of the Franchise, Competitive Equity, Issues with respect to the FCC Franchise Fee Offset Section 621 Order, Indemnification, Insurance, Security-Performance

Bond/Construction Bond/Letter of Credit, Customer Service Office, Customer Service Standards, Open Records and Confidentiality, PEG Section with respect to SD, HD, Signal Quality and Return Lines and Right-of Way Standards and Obligations.

60-90 hours: $15,900-$23,850
Timeframe: September 2020-May 2021
City Staff Time: January 2021-May 2021 Consultant will periodically meet with staff, as needed or as requested by the City, to provide status updates and seek direction.

Fees and Expenses

River Oaks will bill the City at the rate of $265 per hour plus expenses.
Reimbursable direct costs would be an additional 10%-15% of the budgeted hourly fees:
- Outside Clerical
- Travel (upon request and no charge for travel time), hotel, airfare, car rental, and meals

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Colorado.

3. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tom Calvin Insurance Agency Inc 1311 E Fillmore Street Colorado Springs, CO 80907	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 719-473-3600 **FAX (A/C, No):** 719-473-3216 **E-MAIL ADDRESS:** tom@tomcalvin.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** State Farm Fire and Casualty Company / 25143
INSURED River Oaks Communications Corporation 6 S Tejon Street Ste 519 Colorado Springs, CO 80903	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Business office policy GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y		96-18-0081-8	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 5,000 4,000,000 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		96-CY-Q189-7	08/16/2019	08/16/2020	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	100,000 100,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

6860 S YOSEMITE CT STE 2223 ENGLEWOOD CO 80112

6 S TEJON STREET COLORADO SPGS CO 80903

CERTIFICATE HOLDER

City of Bainbridge Island Washington
280 Madison Ave North
Bainbridge Island, WA 98110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kirsten J Reece

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 96-18-0081-8
Named Insured: River Oaks Communications
6 S Tejon St Ste 515
Colorado Springs, CO 80903-1529

Name And Address Of Additional Insured Person Or Organization:

City of Bainbridge Island Washington
280 Madison Ave North
Bainbridge Island, WA 98110

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

   a. **Ongoing Operations**

      (1) Your acts or omissions; or

      (2) The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for that additional insured; or

   b. **Products-Completed Operations**

      "Your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:**

AGENDA ITEM: Cancel December 21, 2021, December 28, 2021, and January 4, 2022 Council Meetings

SUMMARY: Council will consider canceling the December 21, 2021, December 28, 2021, and the January 4, 2022 Council meetings.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** City Council

RECOMMENDED MOTION: Cancel December 21, 2021, December 28, 2021, and January 4, 2022 Council meetings.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: December 21, 2021 is the Tuesday of Christmas week. December 28, 2021 is the Tuesday of the week between Christmas and New Year. A high percentage of staff will take vacation during this time. The agenda for January 4, 2022 is prepared the week of December 27, when most staff will be on vacation.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute Supplemental Agreement No. 3 to the Consultant Agreement with Skillings, Inc. for the Sportsman Club and New Brooklyn Intersection Improvements Project ($14,679.94) - Public Works,

SUMMARY: Supplemental Agreement No. 3 to the Consultant Agreement with Skillings, Inc. is needed for redesign of proposed intersection improvements at the intersection of Sportsman Club and New Brooklyn.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Authorize the City Manager to execute Supplemental Agreement No. 3 to the Consultant Agreement with Skillings, Inc. in the amount $14,679.94 for the Sportsman Club and New Brooklyn Intersection Improvements Project.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	$14,679.94
Ongoing Cost:	
One-Time Cost:	$14,679.94
Included in Current Budget?	Yes

BACKGROUND: The Sportsman Club and New Brooklyn Intersection Improvements Project consists of narrowed vehicle lanes, sidewalk and multi-use paths, pedestrian connections, and widened shoulders.

The project was advertised for bid in early fall of 2021, however, all of the bids received were significantly more than the engineer's estimate for the project. Therefore, Supplemental Agreement No. 3 to the Consultant Agreement is needed for additional redesign work to potentially reduce construction bids the City anticipates receiving in the 2nd round of bidding scheduled for early 2022. The redesign will break the project scope up into a main project and several added alternatives that can be bid independently and selected for implementation as the project budget allows.

City Council approved the original Sportsman Club and New Brooklyn Intersection Improvements Agreement at their May 8, 2018, meeting in the amount of $49,157.73 and approved Supplemental Agreement No. 1 in the amount of $318,416.46 on December 7, 2018 and Supplement No. 2 in the amount of $101,857.00 on June 23,

2020. Supplemental Agreement No. 3 to the Consultant Agreement is needed for additional redesign work in the amount of $14,679.94 bringing the revised contract amount to $469,431.01.

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

An engineering and rendered plan of the project is attached to this agenda item for reference.

ATTACHMENTS:

Supplemental Agreement 3.pdf

Background_Supplemental Agreement 2.pdf

Background_Supp Agrmt_2 Exhibit A-2.pdf

Background Bid Set Plan - Sportsman and New Brooklyn.pdf

Sportsman_New Brooklyn Rendering.jpg

FISCAL DETAILS: Total budget for this project is $1,228,000. Life to date spending totals $512,734 leaving a balance of $715,266.

Fund Name(s): Streets Fund

Coding:

Washington State Department of Transportation

Supplemental Agreement Number 3	Organization and Address **Skillings, Inc.** **5016 Lacey Blvd. SE** **Lacey, WA 98516** **360.491.3399**
Federal Aid Number **STPUS-5307(001)**	
Project Number **17248**	Completion Date **December 31, 2022**
Project Title **Sportsman Club Rd & New Brooklyn Rd Intersection Improvements**	Maximum Amount Payable **$469,431.01**
Description of Work **Stop Controlled Intersection Improvements**	

The Local Agency of **City of Bainbridge Island** desires to supplement the agreement entered into with **Skillings, Inc.** and executed on **May 9, 2018** and identified as Project No. **STPUS-5307(001)**

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A-2, B, C-1, C-2, E-1 and by this reference is made part of this Agreement.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, remains unchanged at **December 31, 2022**

III

Section V, PAYMENT, shall be amended as follows:

Original Agreement	$ 49,157.93
Supplemental Agreement No. 1	318,416.46
Supplemental Agreement No. 2	101,856.62
Supplemental Agreement No. 3	**14,679.94**
New Maximum Amount Payable	$469,431.01

as set forth in the attached Exhibit A-1, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: **Skillings, Inc.**

Consultant Signature

__November 30, 2021_____
Date

By: **City of Bainbridge Island**

_____
Approving Authority Signature

_____
Date

Exhibit A-1
Summary of Payments

	Basic Agreement	Supplement No 1	Supplement No 2	Supplement No 3	Total Cost
Direct Salary Cost	$ 12,689.89	$ 235,253.84	$ 101,094.42	$ 12,879.94	$ 368,610.09
Reimbursable Expenses	$ 892.68	$ 3,584.40	$ 762.20	$ -	$ 5,239.28
Subconsultants	$ 35,575.36	$ 79,578.22	$ -	$ 1,800.00	$ 116,953.58
Total	**$ 49,157.93**	**$ 318,416.46**	**$ 101,856.62**	**$ 14,679.94**	**$ 469,431.01**

EXHIBIT A-2
SCOPE OF WORK
SUPPLEMENTAL AGREEMENT NO. 3
CITY OF BAINBRIDGE ISLAND
NE SPORTSMAN CLUB & NE NEW BROOKLYN
STOP CONTROLLED INTERSECTION IMPROVEMENTS
November 30, 2021

INTRODUCTION
The City of Bainbridge Island (City) rejected all bids on September 16, 2021. The City has requested Skillings Inc., (CONSULTANT) to modify the PS&E and contract documents and prepare the project to be re-advertised in 2022. This Supplement supersedes all TASKS of the original contract and supplements.

PROJECT BACKGROUND
The work consists of engineering design in support of intersection improvements at NE Sportsman Club & NE New Brooklyn Road on Bainbridge Island. The project will relieve current congestion and provide long-term transportation network viability to ensure mobility for the town center by improving the intersection, sidewalks, and bike lanes at the intersection. A major component of this project is to enhance pedestrian and bicycle safety.

Improvements will also include the following: full pavement reconstruction, sidewalk/bike lane construction, storm drainage conveyance systems, pavement marking, signing, street lighting at the intersection, sidewalk ramps/ADA, right turn island.

SCOPE OF WORK – PS&E UPDATE AND REVISIONS
Revising the PS&E and updating the construction documents (PS&E) will include the following tasks:

- Project Management
- Providing Staging area
- Identifying Detour routes
- Updating Geotechnical Documents
- Bid Support Services
- Construction Support Services.

This project is currently funded through a federal grant administered through the Washington State Department of Transportation (WSDOT) and local agency funds.

PROJECT ASSUMPTIONS
This scope of work is based on the following general assumptions:

GENERAL ASSUMPTIONS

- This is a time and materials contract with a not to exceed maximum, without prior written authorization. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.
- All work to be completed to be designed in conformance with City of Bainbridge Island applicable Standards/Ordinances and WSDOT requirements including those in the Standard Specifications, Design Manual, and Local Agency Guidelines.
- All plan sheets will be prepared in AutoCAD v.2020 format.
- All roadway design will be completed using Civil3D v.2020 software

- All word documents, excel spreadsheets, project schedules will be completed using CONSULTANT's latest version of Microsoft WORD, Microsoft Excel, and Microsoft Project.

SUPPORT SERVICES ASSUMPTIONS

- No public outreach assistance or effort has been included in this scope of work.
- No additional right-of-way or easements are required. There is limited existing right-of-way at the northern corner of the intersection however the intent is to design the improvements to fit within the existing right-of-way. No right-of-way assistance or support services are included in this scope of work.
- A certified right-of-way map is not required for this project as no right-of-way acquisition will occur.
- Pothole data completed by APS during previous project phase can be utilized for design. Additional potholes are not anticipated to complete the design.
- No traffic analysis or modeling is included in this scope of work. The intersection design concept was approved by the Bainbridge City Council.
- No tree impact or tree survey reports or information will be required for this project.
- Assumes no additional survey work will be required to complete this project. If specific survey is required to address a design issue/need that was not within the original scope of work, this work will be addressed through a supplement.

ENVIRONMENTAL PERMITTING ASSUMPTIONS

- City will review existing and update the NEPA and SEPA for the project if applicable.
- All environmental clearance work will be completed by the CITY.

DESIGN ASSUMPTIONS

- All design components will remain the same with the follow exceptions:
    - All proposed retaining walls will be revised to block walls or approved equal.
    - No retaining wall design is included in this scope of work.
    - Staging area on NW corner will be defined and include a detour plan. Road closures will be an option for the contractor.
- CITY will coordinate with all utilities for all required utility relocations or removals required for the project. CONSULTANT will not coordinate utility removal/relocations with any utility purveyor. CONSULTANT will only identify the utilities impacted and provide that information to the CITY.

BID PACKAGE, BIDDING, AND ADVERTISEMENT ASSUMPTIONS

- The project will be developed as a single package. Bid alternates, bid additives, or subsequent repackaging of the project is not included in this scope of work.
- CITY will prepare advertisement for bid, distribute bidding documents to all potential bidders, and review bids received.
- CITY will prepare all required addenda and distribute through Builder Exchange to contractors.
- CITY will prepare and submit any wage rate adjustment documents required during bidding.

CONSTRUCTION SUPPORT

- Material inspection is not included in this scope of work, it will be addressed through an agreement between the CITY and the contractor.
- All field inspections will be completed by the CITY.
- References utilized will include:
    - City of Bainbridge Island Engineering Design and Development Standards (including

standard plans).
- MUTCD as revised by Washington State.
- WSDOT Plans Preparation Manual.

WORK ELEMENTS

Task 10 – PROJECT MANAGEMENT

This task includes CONSULTANT management of staff and Subconsultants, invoices and progress reporting, progress meetings, internal QA/QC, and internal staff team progress meetings.

Assumptions:

- The Project Schedule will be in Microsoft project.
- Meetings will be by phone or MS Teams video conferencing unless otherwise stated.

Tasks:

1. Schedule, prepare for, and take part in up to four (4) Microsoft Team meetings conference calls with the City.
2. Provide quality control and in-house coordination.
3. CONSULTANT will manage Subconsultants (Revision of Geotech reports).
4. CONSULTANT will prepare monthly billings with progress reports.

Deliverables:

- Monthly invoices, with status reports and earned value reports.

Task 20 –Utilities Coordination

There are several existing utilities within the project limits, which may be affected by the reconstruction of the intersection.

Assumptions:

- CITY will coordinate with all utilities for all required utility relocations or removals required for the project.
- CONSULTANT will not coordinate utility removal/relocations with any utility purveyor.
- CONSULTANT will only identify the utilities impacted and provide that information to the CITY.
- Pothole data completed by APS during previous project phase can be utilized for design to assess potential impacts. Additional potholes are not anticipated to complete the design.

Tasks:

1. CONSULTANT to provide information to the CITY showing the location of utilities impacted by the project.

Deliverables:

- Plans with utility conflicts noted to CITY (utility removal/relocation plans).

Task 40– Final Plans, Specifications, and Estimate (100% PS&E)

This effort will include identifying Staging area and detour routes, revising, and updating the PS&E package.

Assumptions:

- CONSULTANT will add staging area and detour plans.
- No other plan sheets will be created.
- CONSULTANT will supply the bid proposal form for the bid package.
- CONSULTANT will provide only one update to any portion of the 100% PS&E package after the initial submittal of the 100% PS&E to the CITY.
- An Engineer's Estimate for the Probable Cost to Construct will be prepared that lists all of the project bid items, showing contract item number, unit of measurement, estimated unit price, estimated quantity, and total estimated cost for each.
  - The total project cost will be shown on this estimate.
  - This estimate will be used as the basis of review for the lowest responsive responsible bidder.
- Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- No revisions to the Stormwater design will be done.
- Contractor will apply and submit for the Notice of Intent (NOI) for coverage under Construction Stormwater General Permit (CSWGP) via Ecology's NOI process using the on-line application portal
- Special provisions will be updated utilizing WSDOT specifications format.
- No updates to Basis of Design Memo will be required.

Tasks:

1. Review and update specifications package items:
   a. Special Provisions and fill-ins.
   b. Required Federal-aid documents.
   c. State and Federal prevailing wage documents.
2. Final Engineer's Estimate of Probable Costs to Construct.
3. Add the following 100% plan sheets:

Plan Sheet	**100% Submittal**
Staging area	**1**
Detour Plan	**4**

4. Review PS&E and deliverables with CITY via video conference call.
5. Submit 100% PS&E package and items noted as "Deliverables" below to the CITY for review.
6. Address CITY and WSDOT comments on 100% PS&E and deliverables. Assumes one set of review comments from the CITY and WSDOT.
7. Submit final PS&E package and supporting documentation (see Deliverables below).

Deliverables:

- 100% Engineer's Estimate of Probable Cost to Construct
- Final special provisions
- One (1) electronic set of half size plans of 100% PS&E to CITY for review.
- After WSDOT and CITY review, 2 half size plans package of Final Bid Package (100%PS&E) (pdfs, CAD files, Word files (.docx), and Estimate in Excel.)

Task 50 – BID SUPPORT SERVICES

CONSULTANT will assist the CITY during the bidding phase as noted.

Assumptions:

The CITY will:

- Prepare Advertisement for Bids.
- Advertise the project.
- Provide Bid Documents to Builders Exchange for distribution.
- Prepare any bid addenda documents and provide to Builders Exchange for distribution
- Host the bid opening.
- Prepare bid tabulation.
- Prepare notice of award.

The CONSULTANT will:

- Provide on-call assistance only to answer CITY questions.
- Not Attend Bid Opening
- Not Review Bid Tabulation.

Tasks:

1. CONSULTANT will provide assistance by responding to questions provided by the CITY per the work hours noted.

Task 60 – CONSTRUCTION SUPPORT

CONSULTANT will assist the CITY during the construction phase as noted.

Assumptions:

- Material inspection is not included in this scope of work, it will be addressed through an agreement between the CITY and the contractor.
- All field inspections and construction documentation will be completed by the CITY.
- Construction support services are limited to the tasks noted and the work hours estimated. If additional services are requested by the CITY, the additional work will be addressed as a supplement to the contract.

Tasks:

1. Review contractor schedule one (1) time, estimated at 1 hour.
2. Response to RFI's up to 20 hours.
3. Review material submittals up to 5 hours.

Deliverables:

- Contractor schedule comments to CITY via email.
- RFI responses as noted.
- Material submittal review comments via email.

END SCOPE OF WORK

EXHIBIT C-1
CONSULTANT COST COMPUTATION – MAN-HOURS

17248-SUPPLEMENT NO. 3 CITY OF BAINBRIDGE ISLAND SPORTSMAN CLUB NEW BROOKLYN ROAD STOPPED CONTROLLED INTERSECTION IMPROVEMENTS		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**						
10	**PROJECT MANAGEMENT**						
1	Schedule, prepare for, and take part in up to four (4) Microsoft Team meeting conference calls with the City.		2	2			
2	Provide quality control and in-house coordination.		2				
3	Manage Subconsultants (revisions of Geotech reports).		1				
4	Prepare monthly billings with progress reports.		1				5
20	**UTILITIES COORDINATION**						
1	Provide information to City showing the location of utilities impacted by the project.			4			
40	**FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E)**						
1	Review and update specifications package items:						
a	Special Provisions and fill-ins.			2			
b	Required Federal-aid documents.			2			
c	State and Federal prevailing wage documents.			1			
2	Final Engineer's Estimate of Probable Costs to Construct.		1	2	2		
3	Add the following 100% plan sheets:						
a	Staging area.				8	16	
b	Detour Plan.				8	16	
4	Review PS&E package and Deliverables with City via video-conferencing.		1	1	1		
5	Submit 100% PS&E package:			1	1		
6	Address City and WSDOT comments on 100% PS&E and deliverables. Assumes one set of review comments from the City and WSDOT.			2	2	2	
7	Submit final PS&E package and supporting documents.			1	4		
50	**BID SUPPORT SERVICES**						
1	Provide assistance by responding to questions provided by the City per the work hours noted.		1	4	2	2	

17248-SUPPLEMENT NO. 3 CITY OF BAINBRIDGE ISLAND SPORTSMAN CLUB NEW BROOKLYN ROAD STOPPED CONTROLLED INTERSECTION IMPROVEMENTS		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**						
60	**CONSTRUCTION SUPPORT**						
1	Review contractor schedule one (1) time, estimated at 1 hour.			1			
2	Respond to RFIs up to 20 hours.			20			
3	Review material submittals up to 5 hours.			5			
	HOURS PER DISCIPLINE	**0**	**9**	**48**	**28**	**36**	**5**

EXHIBIT C-2
CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):							
Classification	Man Hours	x	Rate	=	Cost		
SENIOR PROJECT MANAGER	9	x	$231.69	=	$2,085.22		
PROJECT ENGINEER	48	x	$202.74	=	$9,731.73		
ENGINEER	28	x	$127.75	=	$3,576.99		
TECHNICIAN	36	x	$98.72	=	$3,553.76		
PROJECT ADMINISTRATOR	5	x	$124.85	=	$624.23		
Total Hours =	126				**Total NHR =**		$19,571.94
REIMBURSABLES:							
Mileage	0	x	$0.560	=	$0.00		
Miscellaneous Expenses	$0.00	x	10%	=	$0.00		
					Total Expenses=		$0.00
SUBCONSULTANT COST (See Exhibit E):							
Geotechnical	$1,800.00	x	0%	=	$1,800.00		
Subconsultant 1	$0.00	x	10%	=	$0.00		
Subconsultant 2	$0.00	x	10%	=	$0.00		
Subconsultant 3	$0.00	x	10%	=	$0.00		
					Total Subconsultants =		$1,800.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):							
					Sub Total =		**$21,371.94**
					Less Remaining Dollars from Previous Approved Budget		**$(6,692.00)**
					Supplemental Agreement Total		**$14,679.94**
MANAGEMENT RESERVE FUND:							
SUB TOTAL =	$14,679.97	x		=	**MRF =**		$0.00
GRAND TOTAL							
					GRAND TOTAL =		**$14,679.94**

PREPARED BY: Mike Horton, PE **DATE:** 11/30/2021

REVIEWED BY: Ian Lee, PE **DATE:** 11/30/2021

Aspect CONSULTING

Contract Change

Client: Skillings Connolly, Inc. Attn: Mr. Michael Horton, PE, Senior Project Manager 5016 Lacey Blvd SE Lacey, Washington 98503	**Date:** November 30, 2021 **Change No.:** 1 **Project No.:** 170610
Project Name: City of Bainbridge Island Sportsman Club Road NE and NE New Brooklyn Road Intersection Improvements	
Subject: Design Review, Retaining Wall Analyses, Geotechnical Report Update	

Description of Change	Cost
Aspect Consulting, LLC (Aspect) conducted subsurface explorations and developed geotechnical engineering recommendations for the Sportsman Club Road NE and NE New Brooklyn Road Intersection Improvements Project (Project). We understand the Project design has been revised to eliminate the roundabout concept and focus on intersection improvements related to multi-modal transportation. The revised design requires different types of short retaining walls, up to about 5 feet tall, along the north side of NE New Brooklyn Road and along the west and east sides of NE Sportsman Club Road north of the intersection. Aspect will complete the following tasks under this scope of work: • Review updated project drawings provided by Skillings Connolly. • Conduct limited geotechnical engineering analyses to develop design parameters for short modular block walls and lateral earth pressure recommendations for potential other wall types. • Prepare an updated geotechnical engineering report for the Project consisting of revising our draft report issued on March 4, 2019 to reflect the current Project design and updated geotechnical engineering recommendations. We have assumed no additional site visits or subsurface explorations for completing the retaining wall analyses and will rely on the existing data at the site.	$1,800 Time and Materials Basis in accordance with the attached Schedule of Charges

This change amends the Standard Subconsultant Agreement for Professional Services (#17248) between Aspect Consulting, LLC and Client executed December 20, 2018. Except as amended above, all terms and conditions of contract apply to this contract change.	
ASPECT CONSULTING, LLC *a limited liability company*	**By:**
	Printed Name: Andrew J. Holmson, PE Senior Associate Geotechnical Engineer
CLIENT	**By:**
	Printed Name/Date:

V:\170610 Sportsman Club Rd & New Brooklyn Rd Intersection\Contracts\Proposal Material\CC01_20211130_170610_SportsmanClubRoadIntersection Improvements.docx

SCHEDULE OF CHARGES

Effective January 2021

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS	*Hourly Rate*
Principals and Associates	
Principal Scientist/Engineer/Analyst **2**	$272
Principal Scientist/Engineer/Analyst **1**	$258
Sr. Associate Scientist/Engineer/Analyst	$238
Associate Scientist/Engineer/Analyst	$223
Technical Professionals	
Senior Scientist/Engineer/Analyst **3**	$223
Senior Scientist/Engineer/Analyst **2**	$209
Senior Scientist/Engineer/Analyst **1**	$195
Project Scientist/Engineer/Analyst **3**	$179
Project Scientist/Engineer/Analyst **2**	$166
Project Scientist/Engineer/Analyst **1**	$155
Staff Scientist/Engineer/Analyst **3**	$143
Staff Scientist/Engineer/Analyst **2**	$129
Staff Scientist/Engineer/Analyst **1**	$120

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF	*Hourly Rate*
Field/Construction Staff	
Field/Construction **Supervisor**	$132
Field **Technician 2**	$108
Field **Technician 1**	$100
Design, CAD, and Graphics Staff	
Engineering **Designer**	$155
Sr. CAD Technician/Specialist	$140
CAD Technician	$123
Technical Editing and Project Operations	
Sr. Technical **Editor**	$124
Technical **Editor**/Project **Coordinator 3**	$113
Project **Coordinator 2**	$105
Project **Coordinator 1**	$99

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT	*Hourly Rate*
Sr. Technology **Project Manager**	$232
Technology **Project Manager**	$215
Senior Software/Database Architect/**Developer**	$220
Software/Database Architect/**Developer**	$194

OTHER DISBURSEMENT CHARGES	
Legal Testimony (4-hour minimum)	$350/hr
Mileage	Federal Gov Rate **Plus 15%**
Subcontractors and Miscellaneous Expenses	Cost **Plus 15%**

Other equipment, rentals, and expenses will be provided on a per job basis.

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

Washington State Department of Transportation

Supplemental Agreement Number 2 (two)	Organization and Address Skillings Connolly, Inc. 5016 Lacey Blvd. SE Lacey, WA 98516 Phone: 360.491.3399	
Original Agreement Number STPUS-6707(001)		
Project Number 9304	Execution Date	Completion Date December 31, 2022
Project Title Sportsman Club Rd and New Brooklyn Rd Intersection Imp	New Maximum Amount Payable $456,822.00	
Description of Work Design of intersection improvements and preparation of construction documents (PS&E).		

The Local Agency of City of Bainbridge Island
desires to supplement the agreement entered in to with Skillings Connolly, Inc.
and executed on May 9, 2018 and identified as Agreement No. STPUS-6707(001)
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibits A-2, B-1, B-2, and B-3.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2022

III

Section V, PAYMENT, shall be amended as follows:

Original Agreement	$ 49,157.93
Supplemental Agreement No. 1	$318,416.46
Supplemental Agreement No. 2	$101,857.00
New Maximum Amount Payable	$456,822.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Skillings Connolly, Inc.
Consultant Signature

By: City of Bainbridge Island
Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement No 1	Supplement No 2	Total Cost
Direct Salary Cost	$ 12,689.89	$ 235,253.84	$ 88,485.41	$ 336,429.14
Reimbursable Expenses	$ 892.68	$ 3,584.40	$ 762.20	$ 5,239.28
Subconsultants	$ 35,575.36	$ 79,578.22	$ -	$ 115,153.58
Total	$ 49,157.93	$ 318,416.46	$ 89,247.61	$ 456,822.00

EXHIBIT A-2
SCOPE OF WORK
SUPPLEMENTAL AGREEMENT NO. 2
CITY OF BAINBRIDGE ISLAND
NE SPORTSMAN CLUB & NE NEW BROOKLYN
STOP CONTROLLED INTERSECTION IMPROVEMENTS
June 9, 2020

INTRODUCTION
Skillings Inc., (CONSULTANT) has been selected by the City of Bainbridge Island (CITY) to continue to provide engineering and permitting professional services for the intersection improvements at NE Sportsman Club & NE New Brooklyn Road on Bainbridge Island.

The previous improvements to the intersection were proposed to be a roundabout of which significant design and coordination work was completed prior to the stop work order on the roundabout design. The new improvements will be a stop-controlled intersection. There is work that has been completed that will be applicable to the current proposed improvements. The following is an update of these services:

- Topographic survey is complete for the project and the current survey limits are within the proposed stop-controlled intersection footprint. This survey will be utilized for design.
- Geotechnical field investigation was completed and is applicable to the current design. We will have the Geotech (Aspect) finalize the geotechnical report under their current contract.
- Cultural resources Section 106 has been completed to a draft report; therefore, we will have Tierra update and finalize their report under the current contract.

PROPOSED IMPROVEMENTS
The work consists of engineering design in support of intersection improvements at NE Sportsman Club & NE New Brooklyn Road on Bainbridge Island. The project will relieve current congestion and provide long-term transportation network viability to ensure mobility for the town center by improving the intersection, sidewalks, and bike lanes at the intersection. A major component of this project is to enhance pedestrian and bicycle safety.

The Work will include full reconstruction of the intersection to provide a four way stop controlled intersection with a right turn slip lane for westbound to northbound traffic. Full reconstruction or overlay limits are as follows:

- 150 feet north and 70 feet south on Sportsman
- 85 feet west and 200 east on New Brooklyn.
- See Exhibit 1, Conceptual Design for approximate limits of full width roadway reconstruction or overlay.

The remaining improvements include construction of the following:

- Sportsman to the north - construction of a sidewalk from the intersection to the middle school property along the west side of the existing road.
- New Brooklyn to the east - construction of a sidewalk to Northtown Drive along the north side of the existing roadway.
- Sportsman to the south - construction of a 5- to 7-foot wide asphalt shoulder to extend 500’ from the intersection along the west side of the existing roadway.
- New Brooklyn to the west - construction of a 5- to 7-foot wide asphalt shoulder to extend 500 feet from the intersection along the north side of the existing road.

- See Exhibit 1, Conceptual Design for notes stating the limits of the shoulder and sidewalk improvements.

Improvements will also include the following: full pavement reconstruction, sidewalk/bike lane construction, storm drainage conveyance systems, pavement marking, signing, street lighting at the intersection, sidewalk ramps/ADA, right turn island.

See attached Exhibit 1 for conceptual design of the intersection, received from Chris Munter on May 20th, 2020 via email. The scope of work presented is based upon this conceptual design.

Designing the intersection and preparing the construction documents (PS&E) will include the following:

- Project Management
- Geometric/Channelization plan submittal.
- 100% Final PS&E and supporting documentation.
- Finalize Geotechnical and Cultural Resources Documents
- Bid Support Services
- Construction Support Services.

This project is currently funded through a federal grant administered through the Washington State Department of Transportation (WSDOT) and local agency funds.

PROJECT ASSUMPTIONS:
This scope of work is based on the following general assumptions:

GENERAL ASSUMPTIONS

- This is a time and materials contract with a not to exceed maximum, without prior written authorization. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.
- All work to be completed to be designed in conformance with City of Bainbridge Island applicable Standards/Ordinances and WSDOT requirements including those in the Standard Specifications, Design Manual, and Local Agency Guidelines.
- Project limits for the Sportsman/Brooklyn intersection improvements will follow the descriptions as included in this scope of work and the attached:
    - Exhibit 1 Conceptual Design
- All plan sheets will be prepared in AutoCAD v.2018 format.
- All roadway design will be completed using Civil3D v.2018 software
- All word documents, excel spreadsheets, project schedules will be completed using CONSULTANT's latest version of Microsoft WORD, Microsoft Excel, and Microsoft Project.
- It is assumed that there are no contaminated soils within the project limits.

SUPPORT SERVICES ASSUMPTIONS

- No public outreach assistance or effort has been included in this scope of work.
- No additional right-of-way or easements are required. There is limited existing right-of-way at the northern corner of the intersection however the intent is to design the improvements to fit within the existing right-of-way. No right-of-way assistance or support services are included in this scope of work.
- A certified right-of-way map is not required for this project as no right-of-way acquisition will occur.

- Pothole data completed by APS during previous project phase can be utilized for design. Additional potholes are not anticipated to complete the design.
- No traffic analysis or modeling is included in this scope of work. The intersection design concept was approved by the Bainbridge City Council.
- No tree impact or tree survey reports or information will be required for this project.
- Assumes no additional survey work will be required to complete this project. If specific survey is required to address a design issue/need that was not within the original scope of work, this work will be addressed through a supplement.

ENVIRONMENTAL PERMITTING ASSUMPTIONS

- City will prepare and submit the NEPA and SEPA for the project.
- It is expected that this project will be exempt therefore the City has agreed that the previous BE study that was completed is adequate for this project and no updates to the original report will be required. Assumes no further environmental work will be required and if so, will be provided by the CITY.
- It is assumed that the previously completed APE during the roundabout phase is sufficient for this project. If modifications or re-approval of the APE are required by WSDOT, this work will be completed by the CITY.
- All environmental clearance work will be completed by the CITY.

DESIGN ASSUMPTIONS

- No irrigation systems or design are included in this scope of work.
- Landscaping design as shown on the plans will include grass areas. If plants are requested by the CITY to be placed in the landscaping areas, plant species, spacing, and specifics will be provided by the CITY for inclusion into the PS&E plans.
- No retaining wall design is included in this scope of work.
- Lighting design includes intersection lighting only (generally the limits of the full reconstruction of the intersection) and will accommodate industry standard light levels for safe vehicle and pedestrian operation. Assumes new light poles will be required to meet light level requirements.
- CITY will coordinate with all utilities for all required utility relocations or removals required for the project. CONSULTANT will not coordinate utility removal/relocations with any utility purveyor. CONSULTANT will only identify the utilities impacted and provide that information to the CITY.

BID PACKAGE, BIDDING, AND ADVIRTISMENT ASSUMPTIONS

- The project will be developed as a single package. Bid alternates, bid additives, or subsequent repackaging of the project is not included in this scope of work.
- CITY will prepare advertisement for bid, distribute bidding documents to all potential bidders, and review bids received.
- CITY will prepare all required addenda and distribute through Builder Exchange to contractors.
- CITY will prepare and submit any wage rate adjustment documents required during bidding.

CONSTRUCTION SUPPORT

- Material inspection is not included in this scope of work, it will be addressed through an agreement between the CITY and the contractor.
- All field inspections will be completed by the CITY.

SCHEDULE ASSUMPTIONS

- Anticipated Notice to Proceed on 24th June 2020 with Final PS&E completed by November 15th. The project must be obligated by December 31, 2020.

DESIGN STANDARDS

Skillings Inc. (CONSULTANT) will perform services set forth in this AMENDED SCOPE OF WORK on behalf of the City of Bainbridge Island (CITY) using procedures specified by the CITY and in compliance with the standards and requirements set forth in the following procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the City of Bainbridge Island Road Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), 2018 edition, as amended
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- Materials Laboratory Outline
- Construction Manual
- Local Agency Guidelines Manual
- Design Manual (M22-01)
- Hydraulics Manual (M23-03)
- Highway Runoff Manual (M31-16)
- Right of Way Manual
- General Special Provisions
- Traffic Manual (M51-02)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- City of Bainbridge Island Engineering Design and Development Standards (including standard plans)
- MUTCD as revised by Washington State
- WSDOT Plans Preparation Manual

DOCUMENTS TO BE PROVIDED BY CITY OF BAINBRIDGE ISLAND

It is agreed that the CITY will provide the following documents and/or data if available:

- Roadway and utility as-built drawings

WORK ELEMENTS

Task 10 – PROJECT MANAGEMENT

This task includes CONSULTANT management of staff and Subconsultants, invoices and progress reporting, progress meetings, internal QA/QC, and internal staff team progress meetings.

Assumptions:

- The Project Schedule will be in Microsoft project.
- Meetings will be by phone or MS Teams video conferencing unless otherwise stated.

Tasks:

1. Develop a Project Schedule for the completion of the one hundred percent (100%) PS&E documents.
2. Schedule, prepare for, and take part in four (4) telephone conference calls with the City.
3. Schedule, prepare for, and take part in three (3) video conference calls with the City.

4. Provide quality control and in-house coordination.
5. CONSULTANT will manage Subconsultants (final completion of the Cultural Resource and Geotech reports).
6. CONSULTANT will prepare monthly billings with progress reports and include monthly Earned Value reports.

Deliverables:

- Project Schedule (pdf format) and updates if necessary.
- Monthly invoices, with status reports and earned value reports.
- Meeting Minutes (via email)

Task 20 –Utilities Coordination

There are several existing utilities within the project limits, that may be affected by the reconstruction of the intersection.

Assumptions:

- CITY will coordinate with all utilities for all required utility relocations or removals required for the project.
- CONSULTANT will not coordinate utility removal/relocations with any utility purveyor.
- CONSULTANT will only identify the utilities impacted and provide that information to the CITY.
- Pothole data completed by APS during previous project phase can be utilized for design to assess potential impacts. Additional potholes are not anticipated to complete the design.

Tasks:

1. CONSULTANT to provide information to the CITY showing the location of utilities impacts by the project.

Deliverables:

- Plans with utility conflicts noted to CITY (utility removal/relocation plans).

Task 30 – Geometric/Channelization Plans

This effort will include preparing the geometric and channelization plans for the project. Work will also include evaluation of the 2-foot buffer strip along the proposed shoulders described in the following.

Assumptions:

- Project limits and improvements will be based upon the CITY provided exhibit included as “Exhibit 1 Conceptual Design” and attached to this proposal.
- The intent of the Geometric/Channelization plan submittal task is to gain approval of the roadway geometrics and channelization prior to moving the plans to 100% PS&E.
- City will provide one set of comments on the geometric/channelization plans submittal.
- It is assumed that this submittal will include four (4) roadway geometric plans sheets and one (1) channelization plan.
- No vertical profiles or grading will be provided.

Tasks:

1. Prepare the roadway geometric plans.
2. Prepare the roadway channelization plans.
3. Evaluate bike shoulders along west and south legs of the intersection:
   a. Evaluate increasing shoulder width form the proposed 5-foot wide asphalt shoulder to a 7-foot wide shoulder (5-foot asphalt with 2-foot striped buffer). This includes installation of flexible barriers in buffer.
   b. Determine if there are any right-of-way impacts to this proposal.
   c. Determine if there are any cost-prohibitive improvements associated with this proposal.
   d. Discuss findings with the CITY.
   e. Update geometric plans with widened shoulders if CITY approves concept.

   4. Submit the roadway/channelization plans to the CITY.

Deliverables:

- One (1) half size plans and one (1) electronic set of the Roadway Geometric/Channelization Plans.

Task 40– Final Plans, Specifications, and Estimate (100% PS&E)

This effort will include advancing the geometric/channelization plans to complete 100% final PS&E.

Assumptions:

- CITY has reviewed the geometric/channelization plans and has provided one-set of CITY comments and provided direction to the CONSULTANT.
- CITY will provide their "boiler plate" format for bid package
- CONSULTANT will supply the bid proposal form for the bid package.
- CONSULTANT will provide only one update to any portion of the 100% PS&E package after the initial submittal of the 100% PS&E to the CITY.
- An Engineer's Estimate for the Probable Cost to Construct will be prepared that lists all of the project bid items, showing contract item number, unit of measurement, estimated unit price, estimated quantity, and total estimated cost for each.
  - The total project cost will be shown on this estimate.
  - This estimate will be used as the basis of review for the lowest responsive responsible bidder.
- Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Stormwater design will be per the Department of Ecology's *Stormwater Manual for Western Washington and BIMC.*
- Assumes no water quality or quantity facilities will be required for this project. It is expected that the increase in impervious area for the project will be less than 50% of the existing impervious areas therefore minimum requirements #6 through #9 will not apply. Assumes stormwater requirements #1 through #5 will be applicable.
- Contractor will apply and submit for the Notice of Intent (NOI) for coverage under Construction Stormwater General Permit (CSWGP) via Ecology's NOI process using the on-line application portal
- Special provisions will be prepared utilizing WSDOT specifications format.
- Lighting design includes intersection lighting only (generally the limits of the full reconstruction of the intersection) and will accommodate industry standard light levels for safe vehicle and pedestrian operation. Assumes new light poles will be required to meet light level requirements.

- Landscaping design as shown on the plans will include grass areas. If plants are requested by the CITY to be placed in the landscaping areas, plant species, spacing, and specifics will be provided by the CITY for inclusion into the PS&E plans.

Tasks:

1. Respond to CITY comments on Geometric/Channelization plan submittal.
2. Complete Basis of Design Memo: The CONSULTANT shall prepare a basis of design Memo summarizing key design elements and decisions for the intersection of NE New Brooklyn Rd and Sportsman Club Rd NE.
3. Stormwater Analysis:
   a. Determine threshold discharge areas (TDA) and prepare maps of TDA.
   b. Determine the design storm and runoff volume.
   c. Calculate area of new impervious and replaced hard surfaces.
   d. Prepare final stormwater site plan.
   e. Prepare and apply for coverage under Statewide General Stormwater Construction Permit via on-line application portal.
   f. Prepare stormwater conveyance calculations and sizing.
   g. Prepare final stormwater analysis memo.
   h. Prepare final SWPPP
4. Inclusion of landscaping details provided by the City into final plans. See assumptions above.
5. Finalize details of pedestrian/bike access routes and ADA compliance.
6. Prepare final lighting design utilizing AGI 32 lighting design software.
7. Complete specifications package.
   a. WSDOT Amendments and GSP "run list" and fill-ins.
   b. Special Provisions.
   c. Required Federal-aid documents.
   d. State and Federal prevailing wage documents.
8. Final quantities and complete quantity calculations notebook
9. Final Engineer's Estimate of Probable Costs to Construct.
10. Complete the following 100% plan sheets:

Plan Sheet	**100% Submittal**
Cover with Vicinity Map and Index	**1**
Construction Notes/Information	**1**
Horizontal Control and Right-of-Way Plan	**1**
Demolition, Utility Removal/Relocation Plans	**2**
TESC Plans	**1**
TESC Details	**2**
Roadway/Storm Plan and Profile Sheets	**4**
Typical Roadway Sections	**1**
Intersection Details	**2**
Roadway Details	**2**
Sidewalk Ramp Details	**2**
Illumination Plans	**1**
Illumination Details	**1**
Signing and Pavement Marking Plans	**1**
Signing Specifications	**1**
Signing and Pavement Marking Details	**1**
Temporary Traffic Control Plans	**2**

Plan Sheet	100% Submittal
Detour Plan	1

11. QA/QC and Constructability review by our experienced construction inspectors.
12. Review PS&E and deliverables with CITY via video conference call.
13. Submit 100% PS&E package and items noted as "Deliverables" below to the CITY for review.
14. Address CITY and WSDOT comments on 100% PS&E and deliverables. Assumes one set of review comments from the CITY and WSDOT.
15. Submit final PS&E package and supporting documentation (see Deliverables below).

Deliverables:

- Basis of Design Memo
- Final Stormwater Memo.
- Final SWPPP.
- Draft General Stormwater Construction Permit coverage application
- Final Quantities Notebook
- 100% Engineer's Estimate of Probable Cost to Construct
- Final GSP's and draft special provisions
- One (1) half size plans and one (1) electronic set of 100% PS&E to CITY for review.
- After WSDOT and CITY review, 2 half size plans package of Final Bid Package (100%PS&E) (pdfs, CAD files, Word files (.docx), and Estimate in Excel.)

Task 50 – BID SUPPORT SERVICES

CONSULTANT will assist the CITY during the bidding phase as noted.

Assumptions:

The CITY will:

- Prepare Advertisement for Bids.
- Advertise the project.
- Provide Bid Documents to Builders Exchange for distribution.
- Prepare any bid addenda documents and provide to Builders Exchange for distribution
- Host the bid opening.
- Prepare bid tabulation.
- Prepare notice of award.

The CONSULTANT will:

- Provide on-call assistance only to answer CITY questions.
- Not Attend Bid Opening
- Not Review Bid Tabulation.

Tasks:

1. CONSULTANT will provide assistance answering questions provided by the CITY per the work hours noted.

Task 60 – CONSTRUCTION SUPPORT

CONSULTANT will assist the CITY during the construction phase as noted.

Assumptions:

- Material inspection is not included in this scope of work, it will be addressed through an agreement between the CITY and the contractor.
- All field inspections and construction documentation will be completed by the CITY.
- Construction support services are limited to the tasks noted and the work hours estimated. If additional services are requested by the CITY, the additional work will be addressed as a supplement to the contract.

Tasks:

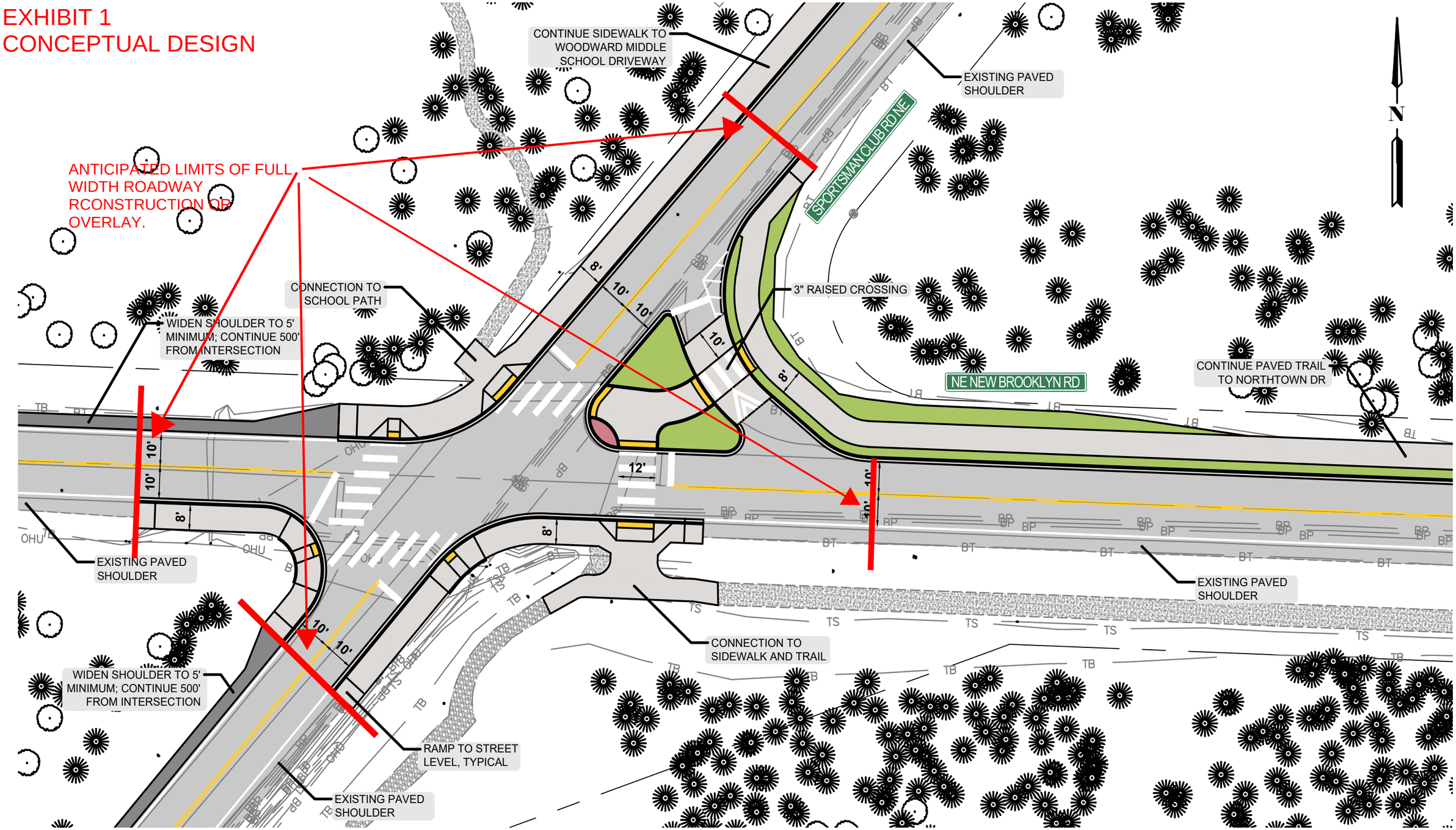
1. Review contractor schedule one (1) time, estimated at 1 hour.
2. Response to RFI's up to 20 hours.
3. Review material submittals up to 5 hours.

Deliverables:

- Contractor schedule comments to CITY via email.
- RFI responses as noted.
- Material submittal review comments via email.

END SCOPE OF WORK

EXHIBIT 1
CONCEPTUAL DESIGN



SPORTSMAN CLUB RD & NEW BROOKLYN RD INTERSECTION IMPROVEMENTS
PROPOSED ALTERNATE
3/27/2020

0' 30' 60'
SCALE: 1" = 30'

PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION

EXHIBIT B-1
CONSULTANT COST COMPUTATION - MAN-HOURS

PROJECT NO. 17248 SUPPLEMENTAL AGREEMENT NO. 2 CITY OF BAINBRIDGE ISLAND NE SPORTSMAN CLUB & NE NEW BROOKLYN STOP CONTROLLED INTERSECTION IMPROVEMENTS ADJUSTED FOR RESCOPE FOR CHRIS M 6-9-20		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION							
10	**PROJECT MANAGEMENT**							
1	Develop a Project Schedule for the completion of the 100% PS&E documents. (ONE TIME)		3					1
2	Schedule, prepare for, and take part in four (4) telephone conference calls with the City.	1	2					
3	Schedule, prepare for, and take part in three (3) video conference calls with the City.		3	3				
4	Provide quality control and in-house coordination.	2	4					
5	Consultant will manage Subconsultants (final completion of the Cultural Resource and Geotech Reports.		4					
6	Consultant will prepare monthly billings with progress reports and include monthly Earned Value reports.	1	4					7
20	**UTILITIES COOORDINATION**							
1	Consultant to provide information to the City showing the location of utilities impacts by the project.			2				
30	**GEOMETRIC/CHANNELIZATION PLANS**							
1	Prepare Roadway Geometric Plans		4	4	16	24		
2	Prepare Roadway Channelization Plans		1					
3	Evaluate bike shoulders along west and south legs of the intersection.		2					
a	Evaluate increasing shoulder width from the proposed 5-foot wide asphalt shoulder to a 7-foot wide shoulder (5-foot asphalt with 2-foot striped buffer). This includes installation of flexible barriers in buffer.			4				
b	Determine if there are any right-of-way impacts to this proposal.			1				
c	Determine if there are any cost-prohibitive improvements associated with this proposal.			2				
d	Discuss findings with the City.							
e	Update geometric plans with widened shoulders if City approves concept.			6		8		
4	Submit Roadway Geometric and Channelization Plans to the City		1	1				
40	**FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E)**							
1	Respond to City comments on Geometric/Channelization plan submittal.	1	1	4		8		

PROJECT NO. 17248 SUPPLEMENTAL AGREEMENT NO. 2 CITY OF BAINBRIDGE ISLAND NE SPORTSMAN CLUB & NE NEW BROOKLYN STOP CONTROLLED INTERSECTION IMPROVEMENTS ADJUSTED FOR RESCOPE FOR CHRIS M 6-9-20		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION							
2	Complete Basis of Design Memo summarizing key design elements and decisions for the intersection of NE Brooklyn Rd. and Sportsman Club Rd. NE		1	4				
3	Stormwater Analysis		2					
a	Determine Threshold Discharge Areas (TDA) and prepare maps of TDA.			1		1		
b	Determine the design storm and runoff volume.			1				
c	Calculate area of new impervious and replaced hard surfaces.			1		1		
d	Prepare Stormwater Site plan.			2		4		
e	Prepare and apply for coverage under Statewide General Stormwater Construction Permit via online application portal.			2				
f	Prepare stormwater conveyance calculations and sizing.			4				
g	Prepare final stormwater analysis memo		1	4				
h	Prepare final SWPPP		1	4				
4	Inclusion of landscaping details provided by the City into final plans. See Assumptions in Scope of Work.			1		2		
5	Finalize details of pedestrian/bike access routes and ADA compliance.		1	2	4	2		
6	Prepare final lighting design utilizing AGI 32 lighting design software.		1	2	4			
7	Complete Specifications package:		4					
a	WSDOT Amendments and GSP "run list" and fill-ins.			4	8			
b	Special Provisions.			4	8			
c	Required Federal-aid documents.			1	1			
d	State and Federal prevailing wage documents.				2			
8	Final quantities and complete quantity calculations notebook.			8	16			
9	Final Engineer's Estimate of Probable Cost		1	8	16			
10	Complete the following 100% plan sheets.		19	30	80	160		
a	Cover Vicinity Map and Index-1 sheet.							
b	Construction Notes/Information-1 sheet.							
c	Horizontal and Right of Way Plan - 1 sheet.							
d	Demolition, Utility Removal/Relocations Plans - 2 sheets.							
e	TEST Plans - 1 sheet.							
f	TESC Details - 2 sheets.							
g	Roadway/Storm Plan and Profile Sheets - 4 sheets.							

PROJECT NO. 17248 SUPPLEMENTAL AGREEMENT NO. 2 CITY OF BAINBRIDGE ISLAND NE SPORTSMAN CLUB & NE NEW BROOKLYN STOP CONTROLLED INTERSECTION IMPROVEMENTS ADJUSTED FOR RESCOPE FOR CHRIS M 6-9-20		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	INSPECTOR	PROJECT ADMINISTRATOR
TASK #	**TASK DESCRIPTION**							
h	Typical Roadway Sections - 1 sheet.							
i	Intersection Details - 2 sheet.							
j	Roadway Details - 2 sheets.							
k	Sidewalk Ramp Details - 2 sheets.							
l	Illumination Plans - 1 sheet.							
m	Illumination Details - 1 sheet.							
n	Signing and Pavement Marking plans. - 1 sheet.							
o	Signing Specifications - 1 sheet.							
p	Signing and Pavement Marking Details - 1 sheet.							
q	Temporary Traffic Control Plans - 2 sheets.							
r	Detour Plan - 1 sheet.							
11	QA/QC and Constructability Review by our experience construction inspectors.	2	1	12		4	2	
12	Review PS&E and deliverables with City via video conference call.		2	2				
13	Submit 100% PS&E to City for review.		1	2				
14	Address City and WSDOT comments on 100% PS&E submittal		1	8	16	16		
15	Submit final PS&E and supporting documentation		1	3				
50	**BID SUPPORT SERVICES**							
1	Consultant will provide assistance answering questions from the City.			4				
60	**CONSTRUCTION SUPPORT**							
1	Review contractor schedule one time.		1					
2	Responses to RFI's up to 20 hours.		4	16				
3	Review material submittals up to 5 hours.		1	4				
	HOURS PER DISCIPLINE	**7**	**72**	**161**	**171**	**230**	**2**	**8**

EXHIBIT B-2
CONSULTANT COST COMPUTATION – SUMMARY

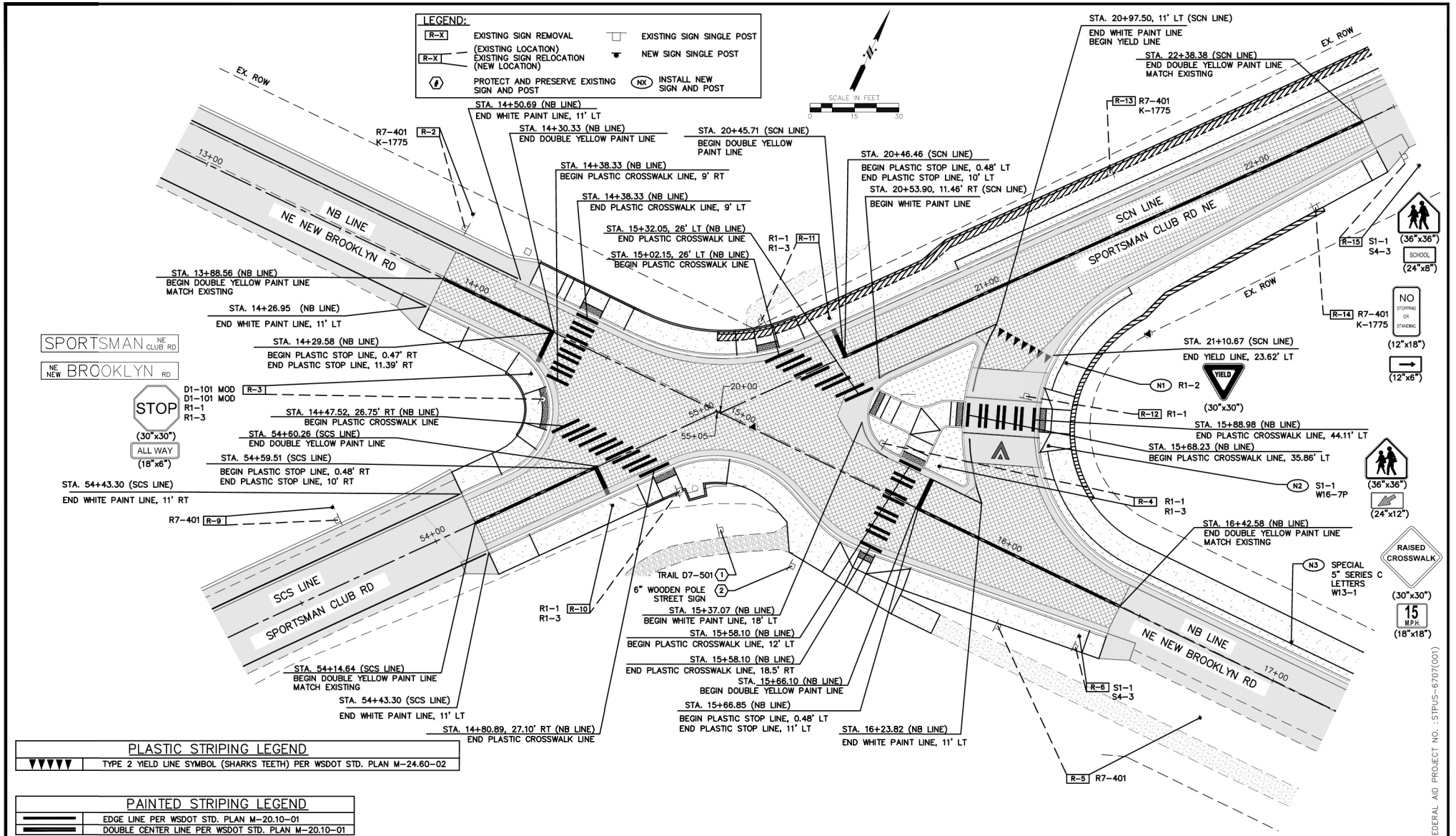
NEGOTIATED HOURLY RATE (NHR):							
Classification	Man Hours	x	Rate	=	Cost		
PRINCIPAL-IN-CHARGE	7	x	$258.47	=	$1,809.26		
SENIOR PROJECT MANAGER	72	x	$198.57	=	$14,296.83		
PROJECT ENGINEER	161	x	$211.70	=	$34,082.97		
ENGINEER	171	x	$131.28	=	$22,449.56		
TECHNICIAN	230	x	$118.16	=	$27,175.79		
INSPECTOR	2	x	$128.00	=	$256.00		
PROJECT ADMINISTRATOR	8	x	$128.00	=	$1,024.02		
Total Hours =	651				**Total NHR =**		$101,094.42
REIMBURSABLES:							
Mileage	656	x	$0.575	=	$377.20		
Miscellaneous Expenses	$350.00	x	10%	=	$385.00		
					Total Expenses=		$762.20
SUBCONSULTANT COST (See Exhibit E):							
					Total Subconsultants =		$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):							
					Sub Total =		$101,856.62
MANAGEMENT RESERVE FUND:							
SUB TOTAL =	$101,856.62	x		=	**MRF =**		$0.00
GRAND TOTAL							
					GRAND TOTAL=		**$101,857**

PREPARED BY: Bill Lindauer, PE **DATE:** 06/09/2020

REVIEWED BY: Thomas E. Skillings, PE **DATE:** 06/09/2020

EXHIBIT B-3
CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			$0.00
2	Auto Rental	Each			$0.00
3	Lodging	Day			$0.00
4	Per Diem-Meal	Day			$0.00
5	Photo Copies - Blk & White	Each		$0.10	$0.00
6	Photo Copies - Color	Each		$0.35	$0.00
7	Half Sized Prints	Each		$0.50	$0.00
8	Full Sized Prints	Each		$6.00	$0.00
9	Postage	Month			$0.00
10	Shipping	Month			$0.00
11	FAXs	Each			$0.00
12	Miscellaneous Project Costs	Month	7	$50.00	$350.00
13	Miscellaneous Survey Costs	Estimated			$0.00
14	Traffic Control	Estimated			$0.00
	Total Miscellaneous Expenses				**$350.00**
	Mileage	Per Mile	656	0.575	$377.20
	Total Expenses				**$727.20**
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Bill Lindauer, PE		June 9, 2020			



PLASTIC STRIPING LEGEND

▼▼▼▼▼	TYPE 2 YIELD LINE SYMBOL (SHARKS TEETH) PER WSDOT STD. PLAN M-24.60-02

PAINTED STRIPING LEGEND

═══	EDGE LINE PER WSDOT STD. PLAN M-20.10-01
═══	DOUBLE CENTER LINE PER WSDOT STD. PLAN M-20.10-01

	DATE
DESIGNED BY: K. LANE	11/25/20
ENTERED BY: K. LANE	11/25/20
CHECKED BY: I. LEE	11/25/20
PROJ. ENGR.: I. LEE	11/25/20
Plotted By: Ian Lee, P.E. on 2/18/21 12:51 PM	
Saved By: ILee on 2/3/21 12:39 PM	
G:\Project\2017\17248 COBI Sportsman Club\CAD_IXN\SHEETS\SIGN 2.dwg	

REVISIONS		
NO.	DATE	

IAN LEE — STATE OF WASHINGTON — 51083 — REGISTERED PROFESSIONAL ENGINEER
2/18/2021

SKILLINGS
5016 Lacey Boulevard SE, Lacey, Washington 98503
(360) 491-3399 Fax (360) 491-3857

CITY OF BAINBRIDGE ISLAND
BAINBRIDGE ISLAND WA

SPORTSMAN CLUB & NEW BROOKLYN RD INTERSECTION IMPROVEMENTS

SIGN & PAVEMENT MARKING PLAN 2

JOB NUMBER 17248 BID

SHEET 34 OF 38 SHEETS

FEDERAL AID PROJECT NO. : STPUS-6707(001)


Stephanie Bower, Architectural Illustration

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Ratify City Staff's Department of Ecology Waste Reduction and Recycling Education Grant Application Relating to Waste Reduction Ordinance No. 2021-34 Seeking $60,000 in grant funding and requiring $20,000 in Matching Funds from the City - Executive ($20,000)

SUMMARY: On November 23, 2021, City staff submitted a grant application to the Department of Ecology's Waste Reduction and Recycling Education (WRRED) program to support early implementation of Ordinance No. 2021-34. The application requests $60,000 in grant funding to be matched by $20,000 in City funding to implement two tasks: 1) a home compostable food service ware pilot program with local food service businesses, and 2) a waste reduction recognition program for local businesses.

This item seeks that the City Council ratify the grant application submitted on November 23, 2021.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Ratify City Staff's Department of Ecology Waste Reduction and Recycling Education Grant Application relating to Waste Reduction Ordinance No. 2021-34 seeking $60,000 in grant funding and requiring $20,000 in matching funds from the City.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

Amount:	$80,000 ($60,000 grant and $20,000 City match)
Ongoing Cost:	
One-Time Cost:	$80,000 ($60,000 grant and $20,000 City match)
Included in Current Budget?	Yes

BACKGROUND: On November 9, 2021, City Council adopted Ordinance No. 2021-34 to reduce plastic waste from food service and lodging businesses. The new ordinance:

- prohibits disposable plastic food service ware
- requires that disposable food service ware be "home compostable"
- prohibits the use of expanded polystyrene-based food service ware for prepared food
- requires a 25-cent fee for disposable cups
- requires reusable food service ware for on-site dining

- encourages the use of refillable dispensers for personal care products in lodging establishments
- prohibits the distribution of single-use personal care products not packaged in “home compostable packaging”

These changes are scheduled to take effect January 1, 2023. The Plastic & Waste Reduction Taskforce recommended a robust education and outreach program, along with financial assistance, to support local businesses in implementing Ordinance No. 2021-34.

On November 23, 2021, City staff submitted a grant to the Department of Ecology’s Waste Reduction and Recycling Education (WRRED) program to support early implementation of Ordinance No. 2021-34. The application requests $60,000 in grant funding with $20,000 in City funding to implement two tasks: 1) a home compostable food service ware pilot program with local food service businesses, and 2) a waste reduction recognition program for local food service businesses.

The full grant application is attached, along with two letters of support from the Director of Bainbridge Island Zero Waste and the President/CEO of the Bainbridge Island Chamber of Commerce.

ATTACHMENTS:

WWRED Grant 1 General Info.pdf

WWRED Grant 2 Task 1 Pilot Program.pdf

WWRED Grant 3 Task 2 Recognition Program.pdf

WWRED Grant 4 Spending Plan.pdf

WWRED Grant 5 Letter of support COBI grant ap - ZeroWaste Bainbridge.pdf

WWRED Grant 6 BICC-DoE-grant-letter-112221.pdf

FISCAL DETAILS: The application requests $60,000 in grant funding to be matched by $20,000 in City funding, for a total program cost of $80,000. $500,000 of City funding was authorized by Council in the 2021-22 budget for implementation of the Climate Action Plan in the Executive Budget. If awarded, grant funds would be available for reimbursement for eligible costs through June 2023.

Fund Name(s): General Fund

Coding: Project 01150 Object 541100

General Information

Project Title	Reducing Plastic Waste in Food Service Businesses
Project Short Description	The City will work with local businesses to pilot the use of home compostable food service ware to reduce plastic waste, recognize food service businesses that commit to early adoption of a new waste reduction ordinance prior to the January 1, 2023 effective date, and develop associated educational resources for staff and customers.
Project Long Description	Bainbridge Island's waste is transported off-Island, via truck and train to a landfill in Oregon. The primary waste hauler on the Island is Bainbridge Disposal. Bainbridge Disposal provides residential and commercial recycling services on Bainbridge Island, but plastic take-out containers, plastic cups and plastic utensils are not accepted and are a frequent source of recycling contamination. Bainbridge Disposal provides yard waste pick-up for residential, but not commercial, customers on the Island. Most of the green waste picked up by Bainbridge Disposal is trucked off Island to a site in Mason County that composts food scraps, shredded paper, paper towels and napkins, pizza boxes, egg cartons, and yard waste. However, it is not an industrial composting facility and cannot compost plastic compostable products. Reducing the use of disposable plastic food service ware will reduce recycling contamination, and greenhouse gas emissions due to transport and landfill of waste off-Island. The City identified reduction of single-use plastic food service ware as a priority through its Climate Action Plan and legislation such as Ordinance No. 2021-34. The ordinance was developed by a Plastic & Waste Reduction Taskforce comprised of representatives from food service, waste management and lodging businesses, and climate action and zero waste efforts. It requires reusable food service ware for on-site dining. To-go food service ware must be home compostable, i.e., products comprised of natural fiber, and/or able to break down or otherwise become part of usable compost in a safe and a timely manner in a non-industrial composting environment. Home compostable food service ware is required to ensure products can be composted with current infrastructure on the Island (i.e., in a backyard composter setting). More than 60% of respondents to a Fall 2021 survey of local food service businesses supported a rebate to cover all or some of the costs of reusable service ware called for by the new ordinance. The Taskforce also recommended financial and technical assistance for affected businesses, along with a robust educational and marketing campaign. The City would like to encourage early adoption of these practices in 2022. The City will administer a pilot program to test different home compostable products for to-go orders and associated educational materials. Educational

materials will include a summary of ordinance requirements with clear communication about what products are/are not home compostable, available in both English and Spanish, and an online directory of compliant products to be regularly updated and maintained by City staff. City staff will also create educational materials for disposal of home compostable containers to prevent placement in recycling bins, for use by both staff and customers.

The City will also develop a program to recognize food service businesses that commit to meet key ordinance requirements ahead of the effective date. These “early adopters” will receive support worth up to $500 for the purchase of compliant compostable food service ware and up to an additional $500 for the purchase of reusable food service ware. The City will partner with the Bainbridge Island Chamber of Commerce, Bainbridge Island Downtown Association, and Sustainable Bainbridge/Zero Waste to implement all tasks included in this application.

This project complements earlier action taken by City Council to reduce disposable plastic food service waste generation on the Island and is an important step to increase composting on-Island, to provide public benefits associated with reduced pollution and greenhouse gas emissions. The proposed grant-funded activities will be complemented by non-grant-funded, City-led activities in 2022 to both educate residents about what can and cannot be composted, and increase backyard composting to promote on-Island composting of home compostable to-go food service ware.

Total Cost	$80,000.00*	Total Eligible Cost $80,000.00*
Effective Date	1/1/2022	Expiration Date 6/30/2023
Ecology Program	Solid Waste Management	
Project Category	✔ Solid Waste Education	

Will Environmental Monitoring Data be collected? No

Overall Goal: The goal of the Waste Reduction Recycling and Education grant program is to help the public with litter control, waste reduction, recycling, and composting.

Category Specific Task(s): Task 1: Home Compostable Food Service Ware Pilot Program

* Task Title	* Task Total Eligible Cost
Task 1: Home Compostable Food Service Ware Pilot Program	$44,000.00

* What work will be conducted under this task?

Local businesses have indicated that there is significant confusion about what products would qualify as home compostable and which products would work best for their business. The City will work with a group of Business Ambassadors to identify up to 15 food service businesses to participate in a pilot program to test different home compostable products for to-go orders. Associated staff and customer educational materials will also be developed and Ambassadors will seek feedback.

The Business Ambassador program is a partnership between the City of Bainbridge Island, Bainbridge Island Chamber of Commerce, Bainbridge Island Downtown Association and Sustainable Bainbridge/Zero Waste (Partnership) that was successfully employed in 2021 to educate businesses about limits on use of single-use foodservice products.

Business Ambassadors will visit businesses, discuss product needs for to-go orders, and then purchase and deliver home compostable products to businesses. Participating businesses will complete a survey documenting their baseline purchasing practices for take-out dining prior to receiving pilot program products. A second survey will be administered approximately two months after businesses receive products to gather feedback on performance, staff and customer feedback, benefits and concerns to be documented in a final report. This final report will include product type and cost, performance, staff and customer feedback, case study (studies), and best practices.

City staff will also work with the Partnership in 2022 to develop educational materials to support implementation of the new regulations in 2023. Educational materials will include a summary of ordinance requirements with clear communication about what products are/are not home compostable, available in both English and Spanish, and an online directory of compliant products to be regularly updated and maintained by City staff. City staff will also create educational materials communicating how to dispose of home compostable containers to prevent placement in recycling bins, for use by both staff and customers. These draft educational materials will be reviewed with pilot program participants for feedback prior to community wide roll out.

* What costs will be charged to this task?

- $30,000 compostable/durable food service ware (materials/supplies; up to $2,000 in supplies for up to 15 businesses)
- $7,000 Business Ambassadors (contractor services)
- $3,000 graphic design services (educational documents)
- $4,000 translation/transcreation services (contractor services)

* What will be accomplished when this task is complete?

This task will help to facilitate the transition from plastic disposable food service ware used for to-go orders to home compostable food service ware. Outcomes to be measured for this task include the

following:
• Total number of business contacts made by the Business Ambassadors.
• Change in purchasing practices (amount of plastic to-go container purchases avoided) by participating businesses using pre- and post-pilot program participant surveys.

* Does this task support any of the biennial priorities as outlined in the guidelines? ✔ Yes No
If yes, how?
Yes. This task supports Priority Criteria 1.1: Program's goal is to reduce the contamination of recyclables/organics for composting. This task also supports Criteria 1.6: Program focuses primarily on an item or items taxed under chapter 82.19 RCW. This task also aligns with recent state legislation to reduce disposable plastic food service ware.

Biennial specific question - Please see the guidelines.
Business Ambassadors will visit businesses following all safety protocols and in groups of no more than two people. All materials developed in support of this project will be posted online for remote viewing.

Category Specific Task(s): Task 2: Waste Reduction Recognition Program for Food Service Businesses

* Task Title
Task 2: Waste Reduction Recognition Program for Food Service Businesses

* Task Total Eligible Cost
$36,000.00

* What work will be conducted under this task?

The City will recognize food service businesses that commit to meet key ordinance requirements ahead of the January 1, 2023 effective date. Work completed in this task builds upon the work completed in Task 1. The results of Task 1 will help inform outreach materials and product selections for Task 2.

City staff will work with the Bainbridge Island Chamber of Commerce, Bainbridge Island Downtown Association and Sustainable Bainbridge/Zero Waste to develop a pledge and recognition program for businesses that commit to meet key ordinance requirements in 2022. Participating businesses will be highlighted on the City website and in local media, and offered a window decal to communicate their leadership on waste reduction to customers. The pledge and decal will be advertised on the City website, on social media, in local newsletter/newspapers, with local tourism organizations, etc. The decal and associated promotional materials for the recognition program will be reviewed with Task 1 pilot program participants to ensure materials are desirable for local businesses and easy to understand. Business Ambassadors will also provide copies of educational materials developed in Task 1 during outreach efforts for Task 2.

Businesses that take the pledge as “early adopters” will also receive support worth up to $500 for compliant compostable food service ware and/or up to an additional $500 related to reusable food service ware. Business Ambassadors will visit businesses to promote the recognition program, discuss reusable and/or compostable product needs, and then purchase and deliver products to businesses.

Participating businesses will complete a survey documenting their baseline purchasing practices for on-site and/or take-out dining. A second survey will be administered by Business Ambassadors approximately two months after businesses receive products to gather feedback on performance, staff and customer feedback, benefits and concerns. This information will be used to help educate other businesses on best practices, tips and real-world experience associated with products required by the ordinance in 2023.

* What costs will be charged to this task?

- $20,000 reusable food service ware (materials/supplies; up to $1,000 in supplies for up to20 businesses)
- $7,000 Business Ambassadors (contractor services)
- $2,000 graphic design services for window decal
- $7,000 printing window decal
- $3,000 graphic design services (for educational materials)
- $2,000 translation/transcreation services (for educational materials)

* What will be accomplished when this task is complete?

Category Specific Task(s): Task 2: Waste Reduction Recognition Program for Food Service Businesses

This task will help the transition from plastic disposable food service ware to home compostable to-go food service ware and reusable on-site dining food service ware. Measurable outcomes include total number of business contacts made, number of eligible businesses participating in the early adopter recognition program (goal of at least 25% participation), and change in purchasing practices (amount of plastic to-go container purchases avoided) in pre- and post-program participant surveys.

* Does this task support any of the biennial priorities as outlined in the guidelines? ✔ Yes No

If yes, how?

Yes. This task supports Priority Criteria 1.1: Program's goal is to reduce the contamination of recyclables/organics for composting. This task also supports Criteria 1.6: Program focuses primarily on an item or items taxed under chapter 82.19 RCW. This task also aligns with recent state legislation to reduce disposable plastic food service ware.

Biennial specific question - Please see the guidelines.

Business Ambassadors will visit businesses following all safety protocols and in groups of no more than two people. All materials developed in support of this project will be posted online for remote viewing.

SPENDING PLAN

Instructions:

Complete one row for each task in your agreement and enter data in all fields. Click the SAVE button to add additional rows. When done, click the SAVE button.

To clear the entire form, click the DELETE button.

The Grand Total must equal the agreement total eligible cost.

(Total Eligible Cost = $80,000.00)

Start Year	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	
2021	2021	2021	2022	2022	2022	2022	2023	2023	
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Qtr 7	Qtr 8	Biennial Total
Task Title									
Task 1: Home Compostable Food Service Ware Pilot Program	$0	$0	$17,000.00	$20,000.00	$7,000.00	$0	$0	$0	$44,000.00
Task 2: Waste Reduction Recognition Program for Food Service Businesses	$0	$0	$0	$9,000.00	$13,500.00	$13,500.00	$0	$0	$36,000.00
Total	$0	$0	$17,000.00	$29,000.00	$20,500.00	$13,500.00	$0	$0	Grand Total **$80,000.00**

November 18, 2021

Dear Department of Ecology,

I am writing to express support for the Waste Reduction and Recycling Education grant application for which the City of Bainbridge Island is applying. I am director of Bainbridge Island Zero Waste, a program of Sustainable Bainbridge; a member of the Plastic and Waste Reduction Task Force (PWRTF), that developed the recently passed Single-use Foodware and Waste Reduction ordinance, on which this grant application is predicated; a member of the sub-group of the PWRTF that researched availability of home compostable food service ware and spoke with other communities with similar ordinances; and one of the business ambassadors referenced in the grant. I encourage you to fund this grant in its entirety because Bainbridge Island is attempting to do something that I don't believe any other community in the state has tried yet: require food and drink businesses to use food service ware that is "home compostable". This is not yet a commonly known type of compostability standard in the United States but is starting to get on people's radar. Through the pilot proposed in this grant, Bainbridge can lay the groundwork for a product availability database to share with other communities concerning home compostable food serviceware that meets restaurants' performance standards.

Bainbridge's Single-use Foodware and Waste Reduction ordinance also requires that washable serviceware be used for on-site dining. Monies from this grant will provide help to vendors in switching from disposables to durables, a move that will reduce waste in public garbage cans and save businesses cash from repeatedly having to purchase throwaway items. The grant will also make it possible to gather data on the qualitative and quantitative effectiveness of such a move, which can then be shared with other restaurants to facilitate their compliance.

From the time this ordinance was proposed in June 2021, the city manager, who came to us recently from California, has been a cheerleader of the changes. In every meeting about the topic, he emphasizes how to present the new rules in a positive way to Bainbridge residents and visitors alike, such as through the business ambassador program, which gave (and will continue to give) us a chance to hear from each and every business affected by the ordinance. The recognition program described in the grant application is another very tangible way to broadcast the "win" for our restaurateurs, the customers, and the community as a whole.

With the support provided by this grant, Bainbridge Island will have a much greater chance at implementing successfully the recently passed ordinance, thereby becoming a model for other Washington municipalities on how local government, businesses and community members can unite in creating and celebrating beneficial change.

Respectfully,

Diane Landry
Director of Bainbridge Island Zero Waste
https://www.sustainablebainbridge.org/programs/zero-waste/

BAINBRIDGE ISLAND
CHAMBER OF COMMERCE

Via: Autumn Salamack
Climate Mitigation & Adaptation Officer
City of Bainbridge Island

November 22, 2021

Dear Department of Ecology,

I write today on behalf of the Bainbridge Chamber of Commerce to express our support for the City of Bainbridge Island's application for a Waste Reduction and Recycling Education Grant.

We are excited to partner with COBI on this important community waste reduction effort on multiple levels:

- As a core partner that developed the Bainbridge Business Ambassador program in 2021, we have helped connect business and environmental interests and can attest to both the effectiveness of this type of direct engagement with business owners and the need for the activities proposed in this grant application. The Chamber is proud to be an active partner in these efforts for our community.

- Our food service businesses have repeatedly expressed a need for clarification on which products are home compostable, where to find them, and how much to budget for these materials. We are excited to develop a pilot program for the testing of such items and materials in real world usage, and to then help create, maintain, and publicize a public list of the tested and recommended products for the benefit of all.

- The affected Island businesses have also expressed a strong desire for a recognition program to easily communicate both their efforts to reduce waste to customers, and the community's shared belief in the need to take immediate action. This will require multi-platform education and marketing campaigns aimed at locals, visitors, business owners, and the neighboring communities we hope to lead on this issue.

- This project balances building on existing efforts to work with the business community on waste reduction activities with addressing a priority activity identified in the 2020 Climate Action Plan for Bainbridge Island. It helps build a win-win scenario where mitigation for climate change can accelerate at pace, consumer knowledge spread, and businesses be supported through a critical time of change.

Yours sincerely,

Stefan Goldby
President/CEO
Bainbridge Island Chamber of Commerce
stefan@bainbridgechamber.com


BAINBRIDGE ISLAND
CHAMBER OF COMMERCE

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Set the Public Hearing on Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) relating to revising the Housing Design Demonstration Projects Program - Planning,

SUMMARY: The purpose of this agenda item is for the City Council to set a public hearing for February 8, 2022 on Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) to revise the City's Housing Design Demonstration Project ("HDDP") program. This ordinance implements the December 7, 2021 City Council direction on this topic.

The Planning Commission first discussed Ordinance No. 2021-35 at their October 28, 2021 meeting. The Commission then held a public hearing on November 18, 2021 and after closing the public hearing, continued to discuss the HDDP program as a whole, and whether to extend it. The Commission approved a motion to recommend approval of Ordinance No. 2021-35 that would:

1. Extend the HDDP program for two years, and
2. Revise the HDDP program to specify that all required designated affordable housing units serve households at or below low-income (80% Area Median Income), and
3. Revise the HDDP program to replace the Innovative Site Development Scoring Method (Table 2.16.020.S-3) with an “Innovative Site Development” checklist, eliminating the “scoring” and minimum required points for this requirement.

Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) has been updated to integrate the Planning Commission's recommended revisions to the HDDP program (see Exhibit A). As recommended by the Commission, Table 2.16.020.S-3, Innovative Site Development Scoring Method, is shown as deleted in the updated ordinance. Staff converted the site development components described in the table to a checklist as recommended by the Commission (Exhibit A Section S.4.b). The table described allocated site development "points," and HDDP had to "score" at least 25 points (45% of points available). There are 14 separate innovative site development components moving from the table to a checklist, and staff recommends requiring that an HDDP project include at least 50% or 7 sustainable site components to equate the checklist (Exhibit A Section S.4.b) with the existing Table 2.16.020.S-3 (pages 3-7 of Exhibit A).

Staff also identified clarifying housekeeping changes that should have been made in 2019 when the program was narrowed, and Exhibit A makes those changes (see Table 2.16.020.S-2, page 4).

On December 7, 2021, the City Council considered the November 18, 2021 Planning Commission recommendation to extend the HDDP program for 2 years and additionally revise the program. At that meeting, the Council approved motions to separate the extension of the HDDP program and the Commission-recommended program revisions into two separate ordinances. The other ordinance, Ordinance No. 2021-39, is included with a separate agenda item on this December 14, 2021 Council agenda and that item relates to extending the HDDP program in its current form for one year (until December 31, 2022) to allow time for the Council to consider the revisions and updates included in Ordinance No. 2022-01.

As referenced immediately above, on December 7, 2021, the City Council began discussion on the Planning Commission recommendation to revise the HDDP program. The program is codified in BIMC 2.16.020.S. (see attached Exhibit A to Ordinance No. 2022-01). Due to the extent of the changes to the program that were recommended by the Planning Commission, it was recommended that the Council hold a public hearing on an

ordinance that includes the proposed revisions at a future Council meeting to obtain public comment on what is being recommended and to ensure that the revised ordinance captures what was recommended by the Planning Commission.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION: Set the public hearing on Ordinance No. 2022-01 for February 8, 2022.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The City's Housing Design Demonstration Projects (HDDP) program was originally approved in 2009 as a 3-year Pilot Program in the greater Winslow area (see attached map). Goals of the HDDP program include:

• Promotes green building, sustainable site development, and housing diversity & affordability using development standard flexibility & density incentives, including a density incentive.

• HDDP projects are limited to a 1,600 square foot maximum dwelling unit size for all HDDP units.

The program was revised in 2013 and again in 2016 to reflect updated low-impact development requirements and extended until 2019. Ordinance No. 2019-32 narrowed the program to only be available for development projects that provide at least 50% of residential units as affordable housing, and extended the HDDP program until December 31, 2021. On October 12, 2021, the City Council directed the Planning Commission to consider an ordinance to extend the HDDP program for two additional years, until December 31, 2023. The Planning Commission then discussed the extension (Ordinance No. 2021-35) on October 28 and on November 18 held a public hearing and completed a recommendation to the City Council (see summary above).

ATTACHMENTS:

Public Hearing Draft Ordinance No. 2022-01 (formerly No. 2021-35) Revising HDDP Program.docx

Exhibit A to BIMC 2.16.020.S. HDDP.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2022-01
(formerly Ordinance No. 2021-35)

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Bainbridge Island Municipal Code Section 2.16.020.S. to revise the Housing Design Demonstration Project program.

WHEREAS, on August 12, 2009, the City Council adopted Ordinance No. 2009-06, establishing a pilot Housing Design Demonstration Project ("HDDP") program to allow for the development of projects to increase the variety of housing choices available to residents of all economic segments and to encourage sustainable development through the use of development standard incentives; and

WHEREAS, Ordinance No. 2009-06 established a sunset date of August 26, 2012, for the HDDP program; and

WHEREAS, on July 18, 2012, the City Council approved Ordinance No. 2012-09, extending the HDDP program until December 31, 2013, to allow time for the City to further evaluate the program; and

WHEREAS, the City Council convened an Ad Hoc Committee made up of a Planning Commissioner, three City Councilmembers, a member of the Design Review Board, and a representative from the Housing Resources Board to evaluate and make recommendations on the HDDP program; and

WHEREAS, the Ad Hoc Committee recommended changes to the HDDP program, including extending the HDDP program until the end of 2016 to allow time for the construction of approved projects; and

WHEREAS, on December 11, 2013, the City Council adopted those recommendations with the approval of Ordinance No. 2013-25, extending the HDDP program to December 31, 2016; and

WHEREAS, on September 27, 2016, the City Council adopted Ordinance No. 2016-27, extending the HDDP program until December 31, 2019, to allow time to review the program and compare it to other affordable housing tools the City may choose to utilize, as envisioned by the draft 2016 Comprehensive Plan; and

WHEREAS, on February 28, 2017, the City Council adopted Ordinance No. 2017-01, approving the 2016 Comprehensive Plan; and

WHEREAS, the 2016 Comprehensive Plan includes several policies related to promotion of sustainable development and affordable housing; and

WHEREAS, the purpose of the existing HDDP program is to allow the development of housing design demonstration projects that increase the variety of housing choices available to

residents across underserved portions of the socioeconomic spectrum, promote compact, low-impact development where it is most appropriate, and encourage high quality and innovation in building design, site development, and "green" building practices; and

WHEREAS, the Affordable Housing Task Force was created by the City Council on May 9, 2017, and was instructed to make recommendations for specific actions, programs, and strategies the City of Bainbridge Island and the City Council can take in the near-term to improve access to affordable housing across the economic spectrum; and

WHEREAS, the City's Affordable Housing Task Force issued a final report in July 2018 with many recommendations on how to increase housing affordability and diversity on Bainbridge Island, which include similar goals as the HDDP program described above; and

WHEREAS, on October 1 and 22, 2019, a majority of the City Council indicated support for extending the HDDP program until December 31, 2021; and

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 2019-32 which narrowed the program to only apply to projects that provided at least 50% of housing units as affordable housing and extended the HDDP program until December 31, 2021; and

WHEREAS, the City continues to work on accomplishing many of the recommendations made by the Affordable Housing Task Force's final report and to implement City green building standards, and both affordable housing and green building are required as part of the HDDP program; and

WHEREAS, at the time Ordinance No. 2019-32 was approved, the City was working on preliminary design concepts for the Suzuki Affordable Housing project, which was being planned as an HDDP project with more than 50% affordable housing, however development at the Suzuki property was removed by the City Council from the City's priority affordable housing work list in 2020; and

WHEREAS, although the City has not received any formal development proposals that plan to utilize the HDDP program since the program was extended and narrowed at the end of 2019, there was public comment at the October 12, 2021 City Council meeting that there is at least one affordable housing project in a conceptual phase that would utilize the HDDP program; and

WHEREAS, on October 12, 2021, the City Council voted 6-0 to support a two-year extension of the HDDP program until December 31, 2023 and referred the issue to the Planning Commission for consideration and a recommendation; and

WHEREAS, on October 28, 2021, the Planning Commission discussed this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) and held a public hearing on the ordinance on November 18, 2021; and

WHEREAS, after closing the public hearing, the Planning Commission further discussed the HDDP program and voted to recommend approval to the City Council of a revised version of this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35), extending the HDDP program and making other changes; and

WHEREAS, in recommending approval of Ordinance No. 2022-01 (formerly Ordinance No. 2021-35), the Planning Commission additionally recommended revising the HDDP program to require that affordable housing be targeted to low-income (or below) households, and further recommended converting the Innovative Site Development Scoring Method to a simple checklist; and

WHEREAS, notice was given on November 4, 2021 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106 related to this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35); and

WHEREAS, on December 7, 2021, the City Council considered this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) related to extending the HDDP program and integrating the additional program changes recommended by the Planning Commission, as well as recommended changes by City staff; and

WHEREAS, during the City Council's discussion on December 7, 2021, the Council passed two motions, and via the first motion the Council directed the City Manager to prepare an ordinance to extend the HDDP program in its current form for one year, and via the second motion the Council directed the City Manager to include an agenda item on the December 14, 2021 Council agenda to set a public hearing for a future date regarding this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35); and

WHEREAS, on December 14, 2021, the City Council set a public hearing for February 8, 2022 for this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) to further consider the HDDP program changes recommended by the Planning Commission and City staff; and

WHEREAS, on December 14, 2021, the City Council also considered associated Ordinance No. 2021-39, related to extending the HDDP program in its current form for one additional year to allow time for the Council to consider this Ordinance No. 2022-01 and to avoid a situation in which the HDDP would lapse while that consideration was occurring; and

WHEREAS, on February 8, 2022, the City Council held a public hearing on this Ordinance No. 2022-01 (formerly Ordinance No. 2021-35) related to revisions and updates to the HDDP program as recommended by the Planning Commission and City staff and, after considering public comment regarding this ordinance, the Council took action to adopt the ordinance.

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

Section 1. Section 2.16.020.S. of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A, which is fully incorporated herein to this ordinance by this reference.

Section 2. 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 3. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

APPROVED BY THE MAYOR this _____ day of _____, 2022

_____
, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	December 10, 2021
PASSED BY THE CITY COUNCIL:	_____, 2022
PUBLISHED:	_____, 2022
EFFECTIVE DATE:	_____, 2022
ORDINANCE NUMBER:	2022-01 (formerly 2021-35)
ATTACHED:	Exhibit A

***** PUBLIC HEARING DRAFT *****

EXHIBIT A TO ORDINANCE NO. 2022-01 (formerly Ordinance No. 2021-35)

2.16.020.S. Housing Design Demonstration Projects.

1. Purpose and Goals. The purpose of this subsection S is to allow the development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socio-economic spectrum, and to promote compact, low-impact development where it is most appropriate. Further, its purpose is to encourage high quality and innovation in building design, site development, and "green" building practices.

The goals of this program are to increase the housing supply and the choice of housing styles available in the community; to promote socio-economic diversity by adding to the stock of income-qualified housing; to encourage development of smaller homes, at reasonable prices, in neighborhoods attractive to a mix of income and age levels; and to demonstrate that innovative design and building techniques (conserving water and energy, using sustainably sourced materials, limiting environmental impacts) are compatible with market considerations.

2. Applicability. This subsection S is applicable to all properties located within the Winslow sanitary sewer system service area. An application for a housing design demonstration project may be applied to single-family residential subdivisions, mixed-use/multifamily and multifamily developments. Since the purpose is to provide housing projects as demonstrations, the city will accept projects for consideration and approval prior to the sunset date of the ordinance codified in this chapter. The city will limit acceptance of projects outlined in this section to two projects after the effective date of the ordinance codified in this section.

3. Review and Approval Process. Housing design demonstration project applications shall be reviewed as specified in the same manner as other applications for the same type of underlying land use permit (see BIMC 2.16.030 through 2.16.210), with additional review steps done in the order below as outlined in this subsection.

a. Conceptual Proposal Review. Applicants proposing a demonstration project shall meet with city staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The conceptual proposal review is an informal discussion between the applicant and city staff regarding a proposed project. There are no required application materials for this stage. Applicants shall contact the planning department staff to request a meeting, and the meeting shall be scheduled by staff for no more than three weeks after the request date. The purpose of the conceptual proposal review is to determine if the proposal is eligible to be considered as an application for a housing design demonstration project and to assist the applicant by identifying (i) requirements for submittal, including types of supplemental materials for application; (ii) compliance with applicable city plans, goals, policies, codes, or guidelines and possible revisions to the project that will enhance the proposal with respect to these requirements; (iii) areas of BIMC Title 17, Subdivisions, and BIMC Title 18, Zoning, where the applicant seeks flexibility; and (iv) required plans, studies, reports, and/or other materials specific to the proposal that will provide necessary information for staff and the design review board, and to review the project under the criteria outlined in subsection S.4 of this section.

b. Public Participation Program. The applicant is required to participate in one or more community meetings, either through (i) the city's public participation program following the procedures outlined in Resolution Nos. 2010-32 and 2001-11, or (ii) an equivalent public meeting that includes participation by city staff, as approved by the director.

c. Preapplication Conference. The applicant shall apply for a preapplication conference pursuant to subsection I of this section. Housing design demonstration projects shall be reviewed by both staff and the design review board,

pursuant to subsection F of this section. The applicant shall submit an HDDP proposal consistent with the requirements in the administrative manual. The applicant shall consider input received during the public meetings and conceptual review with city staff in crafting the proposal. The proposal will be evaluated pursuant to subsection S.4 of this section by city staff with the design review board serving in an advisory role, in addition to their review of applicable design guidelines. The director shall prepare written findings of facts, and applicants will receive preliminary notification from the director whether the proposal will qualify as a housing design demonstration project, or feedback about how to improve the proposal to qualify. If the applicant changes the proposal in any significant manner other than a response to feedback from the public meeting, conceptual review, or the preapplication review, an additional preapplication conference may be required.

d. Application Submittal. An applicant may submit a land use permit application (subdivision, site plan and design review, or conditional use permit) for a housing design demonstration project after completion of a required conceptual and preapplication review and notification by the city that the proposal qualifies as a housing design demonstration project. Upon receipt of an application, the director shall provide notice to the applicant and public in accordance with subsection M of this section and commence the application review process. Housing design demonstration projects that require more than one land use permit must utilize the consolidated project review process outlined in BIMC 2.16.170. All housing design demonstration project applications, including subdivisions, shall be reviewed by the design review board and the planning commission at public meetings. The design review board and the planning commission shall make recommendations on all housing design demonstration projects.

e. Permit Decision. The decision to approve or deny a housing design demonstration project shall be made as part of underlying land use permit approval. The decision shall be based upon the decision criteria of the underlying planning permit, and the decision criteria outlined in subsection S.5 of this section. Housing design demonstration project approval conditions shall be included in the final permit approval and shall address any ongoing compliance requirements, including compliance with approved design plans. The city may require that the applicant record covenants to ensure ongoing compliance or maintenance for required project components.

f. Building Permit. The applicant shall submit a building permit that is consistent with all conditions of the land use permit approval. The applicant shall also submit documentation that the project has applied for required certification by a green building rating system, such as Evergreen Sustainable Development, LEED, or BuiltGreen. Proof of ongoing certification shall be required during construction and project certification must be completed prior to final occupancy.

g. Living Building Challenge. For projects pursuing the Living Building Challenge standard of the International Living Building Institute, the applicant must show proof of pursuing ongoing certification during construction for all required elements. After construction, and prior to issuance of the certificate of occupancy, the applicant must show proof of initial project compliance as to the site, materials, indoor quality and beauty/inspiration components of the Living Building Challenge and that the project is likely to achieve the elements of energy and water following 12 months of occupancy as required under Living Building Challenge certification. For those elements of energy and water that require occupancy of the building for 12 months for Living Building Challenge certification, the applicant must submit a report to the city following 12 months of occupancy, demonstrating its progress towards meeting these remaining elements of the Living Building Challenge standard. If certification of those elements has not been achieved, the applicant must provide quarterly reports of progress towards certification of these elements, including additional steps and timeline that will be taken to achieve certification.

4. Evaluation Method. Each project will be evaluated for innovation and achievement of the goals of this subsection S of this section using a number of factors. The evaluation factors are divided into three categories. Examples of sustainable development methods do not limit other mechanisms of meeting the evaluation factor. Projects that

qualify as housing design demonstration projects are eligible to use the flexible development standard incentives outlined in subsections S.6 and 7 of this section, and are eligible for the residential incentives outlined below and in subsection S.8 of this section. Table~~s~~ 2.16.020.S-1~~, S-2, and S-3~~ show<u>s</u> how projects are ~~scored~~ <u>evaluated</u> to qualify for the housing design demonstration project program.

Table 2.16.020.S-1: Housing Design Demonstration Project Scoring System		
Density Incentives	**Requirements to Receive Incentives**	
	Green Building and Innovative Site Development	**Housing Diversity**
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	• LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development • ~~25 Points in~~ <u>Project integrates at least 50% of listed</u> Innovative Site Development Practices	• 50% affordable housing • Home size not larger than 1,600 sq. ft.
NOTE: For required affordable housing units: o ~~Home ownership projects: 50% of~~ ~~r~~<u>R</u>equired affordable house units ~~should~~ <u>must</u> serve <u>low-income households with an income ≤</u> <u>less than or equal to</u> 80% AMI. <u>(See, BIMC 18.21.020.A. and BIMC 18.36.030.)</u> o Rental projects: 50% of required affordable house units ~~should~~ <u>must</u> serve <u>households with an income ≤</u> <u>less than or equal to</u> 60% AMI.		

Table 2.16.020.S-2 Housing Diversity Scoring Method

		Affordable Housing			**Unit Size**		**Unit Type**	
		Project includes a number of housing units that are designated affordable for a period of 99 years to the spectrum of income levels as defined by BIMC 18.36.030.16 and 18.21.020.A. Rental housing is encouraged by awarding more points for the creation of rental housing.			Project includes a variety of unit sizes, excluding garages, that provide for a broad mix of income levels and family size. In order to score a point in a unit size range, the project shall provide at least 10% of the total number of units in that range. For example, in a 40-unit development, at least 4 units sized between 1,001 and 1,200 ft^2 would be needed to score points in that range.		Unit type: Project includes a variety of housing unit types (i.e., single-family style, townhouse, flat, age-in-place, ADUs, cottages) or innovative type of housing. In order to score points for different unit types, the project shall provide at least 10% of the total number units of that type. For example, in a 40-unit development of townhomes and duplexes, at least 4 units of townhomes would be needed to score points for having 2 different unit types.	
Total Housing Diversity Points Required		**Affordable Units**	**Ownership Value**	**Rental Value**	**Unit Size Range**	**Value**	**Number of Different Unit Types**	**Value**
		10%	10	12	< 800 ft^2	1	2	2
		11 – 15%	12	14	801 – 1,000 ft^2	1	3	3
		16 – 20%	14	16	1,001 – 1,200 ft^2	1	4	4
		21 – 25%	16	18	1,201 – 1,400 ft^2	1	5	5
		> than 25%	20	22	1,401 – 1,600 ft^2	1	**Min. Pts. Required**	
		Minimum % Required			**Size Requirement**	**Min. Pts. Required**		
20 pts		50%			Max. home size 1,600 ft^2	NA	NA	

Table 2.16.020.S-3 Innovative Site Development Scoring Method

<table>
<tr>
<td>Minimum Site Development Point Requirement

25</td>
<td>
WATER QUALITY & CONSERVATION
Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, green roofs and covered parking.
All HDDP projects will follow the stormwater manual adopted in Chapter 15.20 BIMC.
<table>
<tr><th>REQUIREMENT</th><th>VALUE</th></tr>
<tr><td colspan="2">Number of dwelling units that integrate greywater reuse components into building design:</td></tr>
<tr><td>10%</td><td>1</td></tr>
<tr><td>11-20%</td><td>2</td></tr>
<tr><td>21-30%</td><td>3</td></tr>
<tr><td>Over 31%</td><td>4</td></tr>
<tr><td>Percentage of total roof area qualifying as “green roofs”:
15-30%
Over 31%</td><td>
2
4</td></tr>
<tr><td>Project integrates cisterns: % of total roof area directed to cisterns:
15-30%
Over 31%</td><td>
2
4</td></tr>
<tr><td colspan="2">Percentage of total parking spaces that are covered (i.e. parking garage, carport):</td></tr>
<tr><td>5-20%</td><td>1</td></tr>
<tr><td>21-40%</td><td>2</td></tr>
<tr><td>41-60%</td><td>3</td></tr>
<tr><td>61-80%</td><td>4</td></tr>
<tr><td>Over 81%</td><td>5</td></tr>
</table>
</td>
<td>
LANDSCAPING & OPEN SPACE
Project provides well-designed common open space, with at least 5 percent of the gross land area, set aside as open space and designed as an integrated part of the project rather than an isolated element. The common open space must be outside of critical areas and their buffers and required roadside buffers. Appropriate community amenities such as playgrounds, composting and neighborhood gardens promoting the production of locally grown food are encouraged. Resident neighborhood community gardens can be in common open space areas, and shall be appropriately located for solar exposure, and include water availability, soil amenities, and storage for garden tools. Required growing space for neighborhood gardens is 60 square feet per dwelling unit, not including any existing orchard area. Open space dedicated to the public pursuant to the standards of BIMC Sections 17.12.030. A1, A2, A3, A6 & A7 is encouraged.
<table>
<tr><th>% OF OPEN SPACE</th><th>VALUE</th><th>VALUE IF PUBLIC</th></tr>
<tr><td>5-10%</td><td>2</td><td>4</td></tr>
<tr><td>11-15%</td><td>4</td><td>6</td></tr>
<tr><td>16-20%</td><td>6</td><td>8</td></tr>
<tr><td>21-25%</td><td>8</td><td>10</td></tr>
<tr><td>Greater than 25%</td><td>10</td><td>12</td></tr>
<tr><td>Incorporates neighborhood garden</td><td>2</td><td></td></tr>
<tr><td>Preserves tree that qualifies as a “Heritage tree” under City Program. The tree is not otherwise required to be preserved.</td><td colspan="2">2 per tree</td></tr>
<tr><td>All Private yard areas ≤ 20% turf</td><td colspan="2">4</td></tr>
<tr><td>Project landscaping integrates at least 60% native or drought tolerant plants</td><td colspan="2">4</td></tr>
</table>
</td>
<td>
TRANSPORTATION
Project design provides enhanced sensitivity to pedestrian and bicycle travel to promote the people getting around without a car, a reduced carbon footprint, improved health of humans, and lower pollution levels. Project internally preserves existing informal internal connection to external non-motorized facilities, furthering the Island-wide Transportation Plan (IWTP) and using such solutions as woonerfs, green streets, and natural trails and paths. Project reduces reliance on automobiles and trip counts, and promotes alternative transportation, such as integrating parking and charging facilities for electric cars, or bus shelters.
<table>
<tr><th>TRANSPORTATION COMPONENTS</th><th>VALUE</th></tr>
<tr><td>Project preserves, creates or integrates internal and external non-motorized connections.</td><td>2</td></tr>
<tr><td>Provides public walkways, separated paths, or bike lanes. No points for facilities required by IWTP.</td><td>3</td></tr>
<tr><td>On-site car sharing program</td><td>1 per each car</td></tr>
<tr><td>Electric vehicle charging stations for 3% of vehicle parking capacity.</td><td>3</td></tr>
<tr><td>Covered, consolidated bike parking for subdivisions</td><td>3</td></tr>
<tr><td>Bus Shelter</td><td>2</td></tr>
</table>
</td>
</tr>
</table>

a. Housing Diversity. Evaluation will review:

~~i. Unit Type. The project includes a variety of unit types, for example, single-family, townhomes, flats, duplex, cottages, age-in-place or accessory dwelling units;~~

~~ii~~. Unit Size. HDDP housing units cannot be larger than 1,600 square feet ~~The project includes a variety of housing unit sizes that provide for a broad mix of income levels and family size~~; and

~~iii~~. Affordable Housing. The project includes at least 50% of housing units that are affordable to ~~the spectrum of~~ households at or below low-income, ~~levels~~ as described in Chapter 18.21 BIMC, Affordable Housing, and BIMC 18.36.030. For rental projects: 50% of required affordable house units must serve households with an income less than or equal to 60% AMI. Designated affordable housing shall remain affordable for 99 years from the time of final inspection on the affordable unit. The applicant shall record covenants that demonstrate how the unit will remain affordable and be managed for 99 years.

b. Innovative Site Development. All HDDP projects will follow the Department of Ecology's 2012 Stormwater Management Manual for Western Washington, as amended in December 2014. The project must integrate at least 7 (50%) of the 14 sustainable site methods listed across the four sustainable site categories below (water quality and conservation, landscaping, open space, and transportation): ~~Evaluation will review:~~

i. Water Quality and Conservation. Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as:
(a) *Greywater:* At least 30 % of dwelling units integrate greywater use.~~,~~

(b) *Cisterns:* At least 30% of total project roof area stormwater collection is directed to ~~in~~ cisterns.~~,~~

(c) *Green Roofs:* At least 30% of total project roof area qualifies as a "green" or vegetated roofs.

(d) *Covered Parking:* At least 80% of total project parking spaces are covered (e.g., parking garage, carport). ~~and covered parking~~. ~~All HDDP projects will follow the Department of Ecology's 2012 Stormwater Management Manual for Western Washington, as amended in December 2014.~~

ii. Landscaping. The project uses low maintenance landscaping and ~~that integrates a high proportion of native plants or drought-tolerant plants that are climate appropriate. The project~~ limits the amount of lawn in private yards in favor of common open space. Projects are encouraged to use cisterns to collect rainwater for irrigation or garden use.

(a) *Native or Drought Tolerant Plants:* Project landscaping integrates at least 60% native or drought tolerant plants.

(b) *Private Yards:* All private yard areas within the project designed to have less than or equal to 20% turf/grass.

(c) *Heritage Trees:* The project preserves one or more tree that has been approved as a "Heritage Tree" under the City's program.

iii. Common Open Space. The project provides connected common open space area set aside as active open space and designed and integrated into the project. The open space could include active elements such as a neighborhood garden/pea patch and composting facilities, or a playground.

Critical areas and their buffers and required roadside buffers do not contribute to "common open space" under the housing design demonstration project program.

(a) *Open Space:* The project integrates at least 25% of the lot area as common open space.

(b) *Neighborhood Garden:* The project incorporates a neighborhood garden or pea patch.

iv. Transportation. The project ~~(A)~~ uses a design that provides enhanced sensitivity to pedestrian and bicycle travel~~; (B)~~ and internally preserves existing informal, internal connection to external trail(s), or creates new connections where appropriate, to implement the Island-wide Transportation Plan (IWTP).~~; (C)~~ The project design strives to reduce~~s~~ reliance on automobiles and trip counts, and promotes alternative transportation and public transit.~~; (D) minimizes the visual dominance of automobiles throughout the project; or (E)~~

(a) *Electric Vehicle (EV) Charging:* T~~t~~he project integrates EV ~~accommodates needs of alternative vehicles through techniques such as parking and~~ charging facilities for at least 10% of vehicle parking capacity ~~electric cars~~, locating rechargeable electric vehicle (EV) parking in a conspicuous and preferred location close to a main building entrance.~~, and~~

(b) *Car Sharing:* The project integrates~~ing~~ a parking space for a vehicle sharing program, such as Zipcar™.

(c) *Public Nonmotorized Facilities:* The project provides public walkways, sidewalks, separated paths, or bike lanes not otherwise required by the IWTP. Facility location and design is subject to approval by the Department of Public Works.

(d) *Covered Bike Parking:* The project provides covered, consolidated bike parking.

(e) *Bus Shelter:* The project provides a covered bus shelter(s) for Kitsap Transit and school bus riders. Shelter location and design must be consistent with any Kitsap Transit, City, or School District requirements.

c. Innovative Building Design. The project ~~is~~ shall be constructed under a green building certification program that requires third-party verification such as the Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, Passive House Institute US/International, LEED or the BuiltGreen Program of the Master Builders of King and Snohomish Counties.

5. Approval Criteria. In addition to decision criteria required by the underlying planning permit or approval, an application for a housing design demonstration project may be approved if the following criteria are met:

a. The applicant clearly demonstrates that the evaluation factors listed in subsection S.4 of this section will be met, ~~as shown in the housing design demonstration project scoring system~~ as evaluated by the planning and public works departments;

b. The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter;

c. The project does not adversely impact existing public service levels for surrounding properties;

d. The project complies with all other portions of the BIMC, except as modified through this housing design demonstration project process;

e. If a project will be phased, each phase of a proposed project must contain adequate infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed; and

f. The applicant is meeting required housing diversity standards. Management of long-term affordability for designated affordable housing will be monitored through the use of recorded covenants and/or other agreements.

6. Development Standard Incentives for Development Projects in the Mixed-Use Town Center. The applicant may request that development standards from BIMC Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in subsection S.3 of this section. Requirements of BIMC Title 16 may not be modified. The following development standards may be modified:

a. Minimum Lot Dimensions and Size. Reductions in lot size or dimensions are subject to approval by Kitsap County health district.

b. Maximum Lot Coverage. Maximum lot coverage can be increased above zoning district requirements with no maximum.

c. Natural Area. For MUTC projects developed under BIMC Title 17, the prescriptive natural area requirements in Table 17.12.070-1 do not apply. Instead, the project shall integrate at least 50 square feet of natural area per unit.

d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and one and one-half parking spaces for homes between 800 and 1,200 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required pursuant to Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or subcompact vehicles such as Smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project program, then the development shall integrate at least one guest parking space for every five dwelling units.

e. Setbacks. Unless required for public safety purposes, such as sight distance, setbacks may be reduced as described below. This section does not supersede lesser setback requirements in the MUTC/HS Road district zones, as outlined in Tables 17.12.070-1 and 18.12.020-2, as applicable.

i. Zoning Setback Reductions.

(A) Front setback within project: 10 feet.

(B) Rear setback within project: minimum of five feet.

(C) Side setback within project: minimum of five feet.

ii. Subdivision Setback Reductions.

(A) All interior subdivision setbacks: zero feet.

(B) Building to exterior subdivision boundary: five feet.

(C) Building to right-of-way or on-site private access: 10 feet.

f. Building Height. Buildings within the Mixed-Use Town Center or High School Road districts may achieve a maximum building height not to exceed the optional height outlined in Table 18.12.020-2.

7. Development Standard Incentives for Development Projects in Residential Zones. The applicant may request that development standards from BIMC Title 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in subsection S.3 of this section. Requirements of BIMC Title 16 may not be modified. The following development standards may be modified:

a. Minimum Lot Dimensions and Size. Reductions in lot size or dimensions are subject to approval by Kitsap County health district.

b. Maximum Lot Coverage. Maximum lot coverage can be increased above zoning district requirements with no maximum.

c. Natural Area. For residentially zoned projects developed under BIMC Title 17, the prescriptive natural area requirements in Table 17.12.070-1 do not apply. Instead, the project shall integrate at least 400 square feet of natural area per unit.

d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and one and one-half parking spaces for homes between 800 and 1,200 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required pursuant to Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or subcompact vehicles such as Smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project, then the development shall integrate at least one guest parking space for every five dwelling units.

e. Setbacks. Unless required for public safety purposes, such as sight distance, zoning and subdivision setbacks may be reduced as described below. This section does not supersede lesser setback requirements as outlined in Tables 17.12.070-1 and 18.12.020-1, as applicable. Additional vegetative landscaping screen may be required by the director when reducing setbacks.

i. Zoning Setback Reductions.

(A) Front setback to on-site access: 10 feet.

ii. Subdivision Setback Reductions.

(A) All interior subdivision setbacks: zero feet.

(B) Building to on-site access: 10 feet.

8. Density Bonus Incentives. An increase in residential base density may be permitted as outlined in Table 2.16.020.S-24.

Table 2.16.020.S-24: Housing Diversity Program Project Density Bonuses
• 2.5 x Base Density • OR Max. Bonus Mixed-Use FAR (all residential)

9. Housing Project Visit. In order to learn from the innovative design practices used, all projects completed under this subsection S shall allow city staff to conduct occasional site tours. City staff will make a request of the property owner prior to conducting a tour and will not access the properties for tours more than once every three months. The site tours will be limited to the exterior and common grounds of the property and conducted during regular business hours. Visits will be coordinated through the staff and property owner, and the owner will receive written notice no less than two weeks in advance of each visit. Any additional access to private property or at alternative times shall be at the permission and cooperation of the individual homeowner only.

10. Demonstration Period. This subsection S and related provisions of BIMC Titles 2, 17, and 18 shall expire on December 31, 2022.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Consider Approval of 2022-2023 Cultural Funding Recommendations Totaling $300,000 – Executive,

SUMMARY: In response to a request for proposals issued by the City in the Fall of 2021, the Cultural Funding Advisory Task Force (CFATF) received and reviewed proposals for funding for activities in 2022-2023. The CFATF reviewed 20 proposals totaling $495,012 in funding requests. The CFATF funding recommendation totals $300,000.

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve the Cultural Funding Advisory Task Force's 2022-2023 cultural funding recommendation in the total amount of $300,000 and authorize the City Manager to execute the associated funding agreements with recipient organizations in substantially the form as provided with this agenda item.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:

Amount:	$300,000
Ongoing Cost:	
One-Time Cost:	$300,000
Included in Current Budget?	Yes

BACKGROUND:

ATTACHMENTS:

Recommendation for 2022-23 Cultural Funding.docx

Cultural Funding Pro Forma 2022-23.docx

FISCAL DETAILS: The 2021-2022 Adopted Budget includes $300,000 for a two-year cultural funding award cycle. Applications are considered and a set of awards are recommended to the City Council. Once approved, organizations submit quarterly and annual reports and receive reimbursement for qualifying expenses.

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

City of Bainbridge Island

Recommendations for
2022-23 Cultural Funding
Cultural Funding Advisory Task Force
December 14, 2021

2021 Cultural Funding Advisory Task Force (CFATF)
(Appointed by City Council on October 26, 2021)

Unfilled	Member, Position 1
Thangam Chandrasekaran	Member, Position 2
Sal DeRosalia	Member, Position 3
Peter Denis	Member, Position 4
David Reynolds-Gooch	Member, Position 5
Holly Francisco-Maynes	Member, Position 6
Unfilled	Member, Position 7
Brenda Fantroy-Johnson	City Councilmember, Co-Liaison
Leslie Schneider	City Councilmember, Co-Liaison

Overview

The City of Bainbridge Island's Comprehensive Plan includes the vision that "Arts and humanities are an integral part of the community fabric. They contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island." Every two years, the City conducts a process to solicit proposals from local nonprofits organizations to deploy cultural element implementation funding.

For cultural activities in 2022-2023, the City will award $300,000 in funding to community organizations. The RFP sought proposals for cultural projects and activities that will benefit Bainbridge Island residents and visitors. Special consideration was given to organizations and projects that will use City funds to advance the community objectives identified within the Cultural Element and/or Economic Element of the City's Comprehensive Plan.

Council established the Cultural Funding Task Force (CFATF) to incorporate resident input in the process to decide how to distribute the City's cultural funding. CFATF members, supported by a process facilitator, reviewed proposals from interested community organizations to make a funding recommendation to Council.

The City issued an RFP following Council approval. Proposals were due on October 15. The CFATF reviewed submitted proposals using the criteria and framework identified within the RFP. The CFATF then developed the funding recommendation presented today for Council consideration and approval. Funding awards are for activities that occur from January 1, 2022 through December 31, 2023.

Highlights for discussion included the following components:

- eligibility
- use of funds
- evaluation emphasis
- maximum and minimum award size
- reporting and evaluation

Fiscal Details:

The Adopted Budget includes $300,000 for a two-year cultural funding award cycle. Applications are considered and a set of awards are recommended to the City Council. Awards will be made in the fall of 2021 for 2022-2023 funding. Organizations submit quarterly and annual reports and receive reimbursement for qualifying expenses. Separate funding is provided in the budget to support an outside facilitator for this process.

Eligibility

The funding parameters allowed applicants to apply for awards for project support or general operating support, between a minimum funding amount of $5,000 and maximum of $30,000. City funds for this award cycle may be used to cover activities during a two-year period, 2022 and 2023. The City's RFP stipulated eligibility requirements to include organizations with:

- Tax-exempt status under section 501(c)(3) of the Internal Revenue Code status. Alternatively, entities without tax-exempt 501(c)(3) status may apply under the fiscal sponsorship of another organization with the required status. The fiscal sponsor provides fiduciary oversight of the project and must agree to enter into the funding contract with the City
- The majority of services provided on Bainbridge Island or for its residents and visitors
- At least one ongoing cultural program open to the public or that provides services (training, administrative support, technical assistance, and more) to arts professionals on Bainbridge Island
- A minimum two-year history of continuous operation

The City also sought organizations and projects that:

- involve significant community participation;
- create access to cultural activities for underserved or underrepresented communities, or include underrepresented art forms;
- strengthen organizational capacity; and
- foster opportunities for collaboration within the cultural sector.

Organizations with missions that include but are not entirely focused on arts, culture, and heritage could apply for funding. However, requests had to be restricted to the portion of the budget that applies to arts, cultural or heritage projects or activities.

Additional eligibility requirements, as stated in the City's RFP, are as follows:

- Organizations awarded funding shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under any Agreement with the City.
- City of Bainbridge Island funds must be used for a specific public benefit provided to Bainbridge Island residents and visitors. Each organization that receives an award will identify a specific public benefit "deliverable" in their service agreement that they will provide to Bainbridge Island residents and visitors.
- Funded projects and activities must be open to the public and fully accessible to all audiences.

- Organizations with a staff member, board member or officer serving on the Cultural Funding Advisory Task Force are not eligible to receive Cultural Funding.
- Organizations awarded funding agree not to discriminate against any employee, applicant for employment, client, or any other person in the performance of any Agreement with the City 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.
- Awards are for services provided during calendar year 2022 and 2023; requests for funding for goods or services to be provided in 2021 or beyond calendar year 2023 will not be considered.

Evaluation Criteria

The CFATF evaluated proposals based on the following criteria and scoring rubric. Scores are not the sole determinant of funding but played a significant role in working toward consensus and prioritization in a competitive process. Other factors, such as the availability of funds and compatibility with the community objectives of the City of Bainbridge Island, also guided the work to develop a funding recommendation.

Area	Indicator	Score
Proposal Statement of Purpose	Should, in 1 page, clearly explain the cultural project or activities for which funding is requested including: • Key goals, objectives and milestones for the 2-year funding period • Key people involved in the project • Explicit articulation of what City funding will allow organization to accomplish and what will happen if funding is not received	25
Advance Community Objectives of the Cultural and/or Economic Elements	Should clearly demonstrate how the proposed project or activities will *"contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island"* and, in a meaningful way, *advance one or more community objectives identified within the Comprehensive Plan's Cultural Element:* • Cultural Activity and Economic Vitality • History and Heritage • The Humanities • Public Art and Community Design or *Economic Element (Goal EC-12 and Policies EC 12.1 and 12.2):* • Continue to promote the arts as a significant component of the Bainbridge Island economy • Promote the arts community within the region as an economic asset of the Island	20
Community Impact	Should identify public benefit(s), including opportunities for significant community participation and/or improved access: • The most successful applicants will document that proposed activities will reach large audiences and/or new/underserved/ underrepresented segments of the community or include underrepresented art forms, and provide a compelling plan for doing so	25
Organizational Strength	Demonstrates organizational stability and capacity, including successful track record, and commitment to implement the project or activities proposed within the funding period, including: • Clear planning – the proposal refers to the project's goals and organization's strategic objectives • Skilled leadership by key board, artistic and management personnel, paid and unpaid	10

	• Effective relationships, communications and outreach to and input from target audiences • Strong fundraising and financial management skills – demonstrated by well-prepared application and funding plan	
Budget	Proposal should demonstrate feasibility of budget, including: • Proposed budget provides evidence of beneficial public investment and efficient use of City resources • Budget information is realistic, reasonable and aligned to support proposed project and activities and their objectives • Additional and diverse sources of funding for the proposed project or activities are identified, where applicable	10
Achievable Outputs, Outcomes and Assessment	Proposal should succinctly lay out a two-year plan for outputs (such as # served), outcomes (longer-term impact in the community), and a plan for self-assessing the proposed project or activities. Specifically, the proposal should demonstrate how the organization will track its proposed work and continually learn from and improve projects or activities through: • Clear goals and objectives • Measurable success metrics • Description of anticipated growth and continued improvement as a result of receiving City funding, if applicable	10
Total		100

Recommended Funding

The Cultural Funding Advisory Task Force recommends the City Council approve the following awards for the two-year 2022-2023 funding cycle:

Organization	Project	2022 Request	2023 Request	Total Request	Total Funded	Percentage Funded
Arts & Humanities Bainbridge	Operating Support	13,000	13,000	26,000	15,000	58%
Bainbridge Artisan Resource Network	Growing Youth & Teen Programs	14,764	15,138	29,902	15,000	100%
Bainbridge Arts & Crafts	Operating Support	15,000	15,000	30,000	15,000	50%
Bainbridge Chorale	Operating Support	6,000	6,000	12,000	12,000	100%
Bainbridge Island Downtown Association	Street Art	15,000	15,000	30,000	-0-	0%
Bainbridge Island Historical Museum	Our Community: Past to Present Exhibit	15,000		15,000	15,000	100%
Bainbridge Island Historical Museum	Operating Support	15,000	15,000	30,000	30,000	100%
Bainbridge Island Museum of Art	Untold Stories of Bainbridge Island	15,000	15,000	30,000	10,000	33%
Bainbridge Performing Arts	Operating Support	15,000	15,000	30,000	15,000	50%
Bainbridge Island Senior Community Center	Inclusion Study Group	4,700	4,700	9,400	9,400	100%
Bloedel Reserve	Creative Residency through Partnerships	3,000	27,000	30,000	10,000	33%
Island Theatre	Ten-Minute Play Festival	10,220	10,990	21,210	15,000	71%
IslandWood	Operating Support	10,000	10,000	20,000	-0-	0%
Kids Discovery Museum	Operating Support	15,000	15,000	30,000	25,000	83%
Moonlight Market (Fiscal Sponsor: AHB)	Moonlight Market	8,000	4,000	12,000	12,000	100%
Ovation! Performing Arts Northwest	Operating Support	15,000	15,000	30,000	15,000	50%
Sustainable Bainbridge	ReFashion Project	16,000	7,500	23,500	12,000	51%
The Lesser-Known Players	General Operating Support	15,000	12,000	27,000	15,000	56%
Vitalize Kitsap	Theater and Art is for Everyone	15,000	15,000	30,000	20,000	67%
WEAVE Presents	Operating Support	14,500	14,500	29,000	24,698	85%
	Total:	250,184	244,828	495,012	300,000	

AGREEMENT FOR CULTURAL FUNDING

THIS AGREEMENT FOR CULTURAL FUNDING ("Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation ("City"), and _____, a Washington State nonprofit corporation, ("Service Provider").

WHEREAS, the City desires to assist the Service Provider by providing funds for [summarize services to be done]; and

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

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

1. SERVICES BY SERVICE PROVIDER

The Service Provider shall provide the services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Service Provider shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The scope of services set forth in **Attachment A** shall also include a project budget for the services to be performed for the City under this Agreement.

The Service Provider, in its activities and promotional materials, shall acknowledge financial support from the City related to the work and services funded by 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 until January 16, 2024, unless sooner terminated by either party pursuant to the terms of this Agreement. The terms of this agreement shall cover activities performed by the Service Provider between January 1, 2022 through December 31, 2023.

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

3. PAYMENT

A. The City shall pay the Service Provider _____ Dollars ($_____) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by January 11, 2022, in order to receive funding for 2022-2023.

B. The Service Provider shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Quarterly invoices shall be accompanied by information as described in Section 4 of this Agreement. The Service Provider 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 Service Provider.

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

4. REPORT ON EXECUTION OF SERVICES

A. The Service Provider shall submit a quarterly report to accompany each quarterly invoice for the first, second, and third quarters of both 2022 and 2023. The quarterly report shall provide information on the metrics specified in **Attachment A**.

B. For the fourth quarter of 2022, the Service Provider shall submit to the City an annual report for 2022 prior to or accompanying its fourth quarter invoice for 2022. The annual report for 2022 will be due on January 16, 2023 and shall include the information requested in the report format provided as **Attachment B** to this Agreement.

C. For the fourth quarter of 2023, the Service Provider shall submit to the City a final report for 2022-23 prior to or accompanying its fourth quarter invoice for 2023. The final report for 2022-23 will be due on January 15, 2024 and shall include the information requested in the report format provided as **Attachment C** to this Agreement.

5. INSPECTION AND AUDIT

A. The Service Provider shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement (“books and records”) in accordance with generally accepted accounting practices.

B. All books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Service Provider shall afford the proper facilities for such inspection and audit.

C. Representatives of the City and/or the Washington State Auditor may copy any books and records if necessary to conduct or document an audit.

D. The Service Provider shall preserve and make available all books and records for a period of three (3) years after final payment under this Agreement.

E. In the event any audit or inspection identifies any discrepancy in the books and records, the Service Provider shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

6. INDEPENDENT CONTRACTOR

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

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

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

11. INSURANCE

The Service Provider shall maintain insurance as follows and as further described in Attachment D:

[X] Commercial General Liability as described in Attachment D.
[X] Directors and Officers Liability as described in Attachment D.
[X] Automobile Liability as described in Attachment D.
[X] Workers' Compensation as described in Attachment D.
[ ] 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 Service Provider to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Service Provider as stated herein.

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. NONWAIVER

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

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 Service Provider:
[_____]
[_____]
Bainbridge Island, WA 98110
Attention: [_____]

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.

[NAME OF SERVICE PROVIDER]	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By: _____
Name:_____	Blair King, City Manager
Title:_____	
Tax I.D. #:_____	

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT B

REPORT FORMAT FOR 2022 ANNUAL REPORT

CITY OF
BAINBRIDGE ISLAND

2022-2023 Cultural Funding
2020 Annual Report

Directions

Please complete this form, answer the questions below in two pages or less, not including financials, and submit as one PDF with your invoice to rlassoff@bainbridgewa.gov by January 16, 2023. Be candid and specific in your answers. This information helps us understand and account for the impact of our funding on both your organization and the City of Bainbridge Island.

For assistance contact: Ellen Schroer, Deputy City Manager, eschroer@bainbridgewa.gov, 206-780-8619

Organization Information

Organization Name: _____

Contact Person: _____ Position/Title: _____

Email Address: _____

Mailing Address: _____

Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Phone (work or daytime): _____

Award Information

Award Title: _____

_____

Brief Description of Award Purpose: *"To support…"* _____

_____

Total Amount Awarded: $

_____

_____

Have there been any changes to the scope of service since you received this award?

☐ No ☐ Yes (If yes, please explain in narrative section.)

Authorized Signature: _____ Date: _____

Print Name: _____

Dates Covered by Report

From: _____ To: _____

_____

1) Progress

a) Describe the project or work your organization has completed with Cultural Funding to-date. How is it going?

b) Briefly describe progress made during the first year of funding against each of the key indicators of success or quantitative metrics that you identified in your proposal and contract and then complete the table below to report your outputs (results of indicators) for 2022.

Example 1: Indicator 1: Increase in ticket sales per quarter/Output 1: 25% increase in Q1 over prior year
Example 2: Indicator 1: Number of performances per quarter/Output 1: 100 performances in small theater/Output 2: 50 performances on mainstage

	Output 1	**Output 2**
Indicator 1: Self-identified key indicator or metric		
Indicator 2: Self-identified key indicator or metric		

c) Complete the table below with answers *relevant to your funded work in 2020*:

	Output 1 **Number of Bainbridge Island Residents Served**	**Output 2** **Total Number of People Served**
Participation: How many people were served?		
Participation: How many new participants or audience members were served?		
Public Benefit: How many people were admitted to a performance, exhibit, class or activity supported by City funding for free?		
Public Benefit: How many reduced-price tickets or scholarships were provided?		

d) What were the broader goals and objectives for your project or organization for 2022 and have they been achieved? If so, how? If not, why not? Are you on track to meet your goals for 2023? If not, are there any changes needed in evaluation or scope of work?

2) Financials and Financial Narrative

Complete the financial information appropriate to the type of award received:

a) For general operating support, provide an actual income and expense statement relative to the organizational budget (budget vs. actual) for the first year of funding. Please explain any significant changes to your organization's financial position.
b) For a project award, provide an actual income and expense statement relative to the project budget (budget vs. actual) for the first year of funding. Please explain any changes and variances.

ATTACHMENT C

REPORT FORMAT FOR 2022-23 FINAL REPORT

CITY OF
BAINBRIDGE ISLAND

2022-2023 Cultural Funding
Final Report

Directions

Please complete this form, answer the questions below in two pages or less, not including financials, and submit as one PDF with your invoice to rlassoff@bainbridgewa.gov by January 15, 2024. Be candid and specific in your answers. This information helps us understand and account for the impact of our funding on both your organization and the City of Bainbridge Island.

For assistance contact: Ellen Schroer, Deputy City Manager, eschroer@bainbridgewa.gov, 206-780-8619

Organization Information

Organization Name: _____

Contact Person: _____ Position/Title: _____

Email Address: _____

Mailing Address: _____

Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Phone (work or daytime): _____

Award Information

Award Title: _____

_____

Brief Description of Award Purpose: *"To support…"* _____

_____

Total Amount Awarded: $

_____

_____

Have there been any changes to the scope of service since you received this award?

☐ No ☐ Yes (If yes, please explain in narrative section.)

Authorized Signature: _____ Date: _____

Print Name: _____

20202-23 Final Report Questions

Dates Covered by Report

From: _____ To: _____

1) Results and Impact
   a) Describe the project or work your organization completed with Cultural Funding in 2022-2023. How did it go?
   b) Briefly describe progress made during the second year of funding against each of the key indicators of success or quantitative metrics that you identified in your proposal and contract and then complete the table below to report your outputs (results of indicators) for 2023.

      Example 1: Indicator 1: Increase in ticket sales per quarter/Output 1: 25% increase in Q1 over prior year
      Example 2: Indicator 1: Number of performances per quarter/Output 1: 100 performances in small theater/Output 2: 50 performances on mainstage

	Output 1	**Output 2**
Indicator 1: Self-identified key indicator or metric		
Indicator 2: Self-identified key indicator or metric		

   c) Have you advanced or achieved the longer terms outcomes mentioned in your proposal, and have the broader goals and objectives for your project or organization been achieved? If so, how? If not, why not? Are there any needed changes in evaluation or scope of work?
   d) What was the overall impact of your project or activities and how did you evaluate its success?
   e) Describe how City funding quantifiably impacted your organization's capacity, if at all. (New sources of funding, new leadership, etc.)
   f) Provide answers *relevant to your funded work for 2022 and 2023 combined*:

	Total
Output: How many community-produced events were held?	
Output: How many classes or workshops?	
Output: How many visual art exhibits?	
Output: How many paid opportunities for artists or creatives were generated?	
Output: Other outputs/impacts of note	

2) **Participation and Public Benefit**

Provide answers *relevant to your funded work for 2022 and 2023 combined*:

a) Provide relevant demographic information about people (residents and visitors) served, including any changes to the range, number, etc. of the population your organization typically reaches.
b) Describe any new supporters, services, programs or partnerships that have developed as a result of City funding.
c) Complete the table below with answers *relevant to your funded work in 2022 and 2023 combined:*

	Output 1 **Number of Bainbridge Island Residents Served**	**Output 2** **Total Number of People Served**
Participation: How many people were served?	[ ]	[ ]
Participation: How many new participants or audience members were served?	[ ]	[ ]
Participation: How many volunteers were engaged?	[ ]	[ ]
Public Benefit: How many people were admitted to a performance, exhibit, class or activity supported by City funding for free?	[ ]	[ ]
Public Benefit: How many reduced-price tickets or scholarships were provided?	[ ]	[ ]

3) Lessons Learned

a) Briefly describe what you've learned from the results or impact outlined in the first section and how you will incorporate what you've learned from this project or your work during this two-year funding period into your ongoing work?

4) Stories

a) Share any stories, quotes or other information you feel illustrate the impact of your project or funded activities for your organization, your artists, your supporters and/or the community of Bainbridge Island.

5) Financials and Financial Narrative

Complete the financial information appropriate to the type of award received:

a) For general operating support, provide an actual income and expense statement relative to the organizational budget (budget vs. actual) for both years of funding. Please explain any significant changes to your organization's financial position.

b) For a project award, provide an actual income and expense statement relative to the project budget (budget vs. actual) for the both years of funding. Please explain any changes and variances.

ATTACHMENT D

INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Directors and Officers Liability insurance coverage.

D. Minimum Amounts of Insurance

The Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Directors and Officers Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Before commencing work and services, the Service Provider shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. The Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Service Provider Limits

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Consider Approval of Lodging Tax Advisory Committee (LTAC) 2022 Funding Recommendations Totaling $350,000 - Executive,

SUMMARY: In response to a request for proposals issued by the City in the Fall of 2021, the Lodging Tax Advisory Committee ("LTAC") received and reviewed proposals for funding from the Lodging Tax (Civic Improvement Fund) for activities in 2022. The LTAC reviewed 15 proposals totaling $667,155 in funding requests. The LTAC funding recommendation totals $350,000.

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve the Lodging Tax Advisory Committee's 2022 funding recommendation in the total amount of $350,000 and authorize the City Manager to execute the associated funding agreements with recipient organizations in substantially the form as provided with this agenda item.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:	
Amount:	$350,000
Ongoing Cost:	
One-Time Cost:	$350,000
Included in Current Budget?	Yes

BACKGROUND: As set forth in state law, specifically RCW 67.28.1816: "The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee."

In response to a request for proposals issued by the City in the Fall of 2021, the Lodging Tax Advisory Committee ("LTAC") received and reviewed proposals for funding from the Lodging Tax (Civic Improvement Fund) for activities in 2022. The LTAC reviewed 15 proposals totaling $667,155 in funding requests. The LTAC recommendation totals $350,000. Details of the LTAC's review and the suggested funding are included in the attached recommendation. The proposals are available for review on the City's website: http://www.bainbridgewa.gov/236/Lodging-Tax-Advisory-Committee.

Following City Council approval, City staff will execute agreements with each recipient organization for which 2022 funding is provided.

ATTACHMENTS:

2022 LTAC Funding Recommendations - Final.pdf

LTAC Awards 5-year summary

LTAC Contract Pro Forma 2022.docx

FISCAL DETAILS: Per the 2022 RFP, the City Council approved up to $350,000 in distributions. This amount of funding was selected based on forecasts of 2021 revenue earlier this year.

Remaining funds will be combined with 2022 revenue to support activities in 2023. City staff will work with the Council to schedule the 2023 award cycle, including estimates of the amount available to award in the first half of 2022.

Recommended Awards:

Arts & Humanities Bainbridge - Certified Creative District $22,500

Bainbridge Arts & Crafts - Off-Island Advertising $10,000

Bainbridge Island Chamber of Commerce- Visitor Information Center $55,100

Bainbridge Island Downtown Assoc. - Multi-Media Destination Marketing Campaign $20,000

Bainbridge Island History Museum - Operational Support $25,000

Bainbridge Island Lodging Assoc. - Destination Bainbridge: 2022 Campaign $65,000

Bainbridge Island Parks Foundation - Japanese American Memorial 80th Anniversary Observance $18,100

Bainbridge Island Winery Alliance - Wine on the Rock Event $12,000

Kids Discovery Museum - Strategic Marketing Plan $15,000

Visit Bainbridge Island - Multi-Media Destination Marketing Campaign $93,900

Visit Kitsap Peninsula - 12-Month Lodging & Tourism Marketing Campaign $13,400

Annual total award: $350,000

Not funded

City of Bainbridge Island - Sound to Olympics Trail Wayfinding Signage $30,000

City of Bainbridge Island - Sound to Olympics Trail Sakai Pond Connector Trailhead Plaza $70,000

City of Bainbridge Island - Town Square/City Hall Charging Stations & Electrical Upgrades $60,000

Fund Name(s):

Coding:

City of Bainbridge Island

Recommendations for
2022 Civic Improvement Fund Expenditures
Lodging Tax Advisory Committee
November 2021

2021 Lodging Tax Advisory Committee (LTAC)
(Appointed by City Council on October 26, 2021)

Kirsten Hytopoulos	(City Councilmember, Chair, Voting)
Joe Deets	(City Councilmember, Vice-Chair, Non-Voting)
Denise Dumouchel	(Eligible Recipient Organization Representative)
Peter Raffa	(Eligible Recipient Organization Representative)
Bill Corbin	(Eligible Lodging Business Representative)
Shannon Fitzgerald	(Eligible Lodging Business Representative)

Overview

The Lodging Tax Advisory Committee (LTAC) is established through Chapter 67.28 of the Revised Code of Washington (RCW) and is charged with reviewing and making recommendations to the City Council about the allocation of the Civic Improvement Fund (CIF). This special fund exists pursuant to City Code 3.65.040 through the collection of a tax on overnight lodging on the island.

In response to a Request for Proposals (RFP) issued by the City in September, the LTAC received 15 proposals for funding from the Civic Improvement Fund (CIF) for 2022 activities. The total amount requested was $667,155. A complete proposal for each project reviewed by the LTAC is available on the City's website: Lodging Tax Advisory Committee.

According to RCW 67.28.1816:

> *The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.*

Eligibility

- Applicants seeking funding for capital expenditures for a tourism-related facility must be a municipality or a public facilities district created under Chapters 35.57 and 36.100 RCW.

- Applicants seeking funding for operating expenditures for a tourism-related facility must be a municipality or a public facilities district or be recognized by the Internal Revenue Service as a nonprofit under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6).

- Applicants, other than municipalities or a public facilities district, must be registered with the Washington Secretary of State as a Washington State Corporation.

- Individual persons are not eligible for funding.

- For-profit, private businesses are not eligible for funding.

- Proposals must comply with federal, state, and City of Bainbridge Island laws and requirements.

- Funding may be used for expenses incurred during January 1 – December 31, 2022. Funding requests for goods or services to be provided in 2021 or beyond calendar year 2022 will not be considered.

- Proposals from non-City organizations with a board member, officer, or staff member serving on the Lodging Tax Advisory Committee are not eligible for funding and will not be considered.

- Proposals involving special events, signs, building or construction, impacts to public property, or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities, and incorporated permit fees in the project budget.

Selection Criteria

The LTAC will use the following criteria in evaluating project proposals. Other relevant factors, such as availability of funds, may also guide the decision process.

Lodging Fund Project Evaluation – Basic Criteria

A. Encourages tourism from visitors traveling more than 50 miles and from visitors traveling from outside Washington State or outside the country.

B. Expected impact on increase in overnight stays in paid accommodations on the island.

C. Expected increase in tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

D. Potential to draw visitors to the Island and increase overnight stays during the off-season, October 1 until Memorial Day.

E. Applicant's demonstrated history of organizational and project success, including but not limited to previous LTAC-funded projects.

F. Project reflects partnerships with other organizations and businesses, to encourage cooperative tourism marketing and minimize duplication of services.

G. Project reflects innovative use of LTAC funds.

H. Proposals for events that will generate an expected increase in tourism are encouraged.

I. Proposals for capital projects are encouraged.

J. Project goals and/or results can be objectively assessed.

K. Project will leverage award funds with additional matching funds or donated in-kind goods or services.

L. Proposals for projects that lead to tourism approached with an intent towards reducing carbon emissions, such as reducing the need for fossil fuels or parking, are encouraged.

Recommended Funding

The committee recommended funding awards for 2022 are presented in the following table:

Organization	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Arts & Humanities Bainbridge	**Certified Creative District**		**25,000**	**22,500**
	Salaries & Wages	6,200		
	Part-time CCD Administrator			
	Direct Costs Other* In-kind (some direct costs covered by AHB)	**32,800**		
	Promotional video production	6,000		
	Currents calendar syndication	5,000		
	Direct mail	3,000		
	Print Expenses	4,000		
	Advertising	3,600		
	Creative District launch celebration	5,000		
Bainbridge Arts and Crafts	**Off-Island Advertising Package**		**14,000**	**10,000**
Bainbridge Island Chamber of Commerce	**Multi-Platform Visitor Information Network**		**70,950**	**55,100**
	Operation Costs of a Tourism Related Facility	**53,550**		
	15% of Chamber office annual operations cost	10,000		
	100% of Ferry kiosk annual operations costs	1,500		
	Kiosk staffing (40 hrs. x 52 weeks @ $17.72 hr.)	37,000		
	Team Management (at 15% of staffing hrs.)	5,500		
	Tourism Marketing	**7,400**		
	Hello Bainbridge website development & launch	5,000		
	Map Distribution	1,300		
	Printing island guides (dining, restrooms, etc.)	700		
	WA Economic Development Association data	400		
	Special Events: Celebrate Bainbridge & 54th GOF	**10,000**		
	Event planning operations, management oversight	9,000		
	Permits & Auxiliary event staffing	1,000		

Organization	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Bainbridge Island Downtown Association	**Walking & Kiosk Maps; Online Consolidated Holiday Marketing**		**20,000**	**20,000**
	(Walkabout Guides) 34,000	10,000		
	(Celebrate Bainbridge) 18,500	5,000		
	(12 Days of Bainbridge) 25,000	5,000		
	77,500	**20,000**		
Bainbridge Island History Museum	**Our Community: Past to Present Exhibit**		**30,000**	**25,000**
	Exhibit Expenses (see details in proposal)	**86,304**		
Bainbridge Island Lodging Association	**Destination Bainbridge 2022**		**79,400**	**65,000**
	(Administration & Overhead) 13,200	8,200		
	(Destination Bainbridge Tourism Website) 15,700	13,200		
	Kiosk staffing (40 hrs. x 52 weeks @ $17.72 hr.)	38,000		
	(Support for Overnight Lodging) 10,500	6,000		
	(BILA Restoration Budget) 85,400	*65,400*		
	(New & Revised Initiates) 21,000	14,000		
Total	**106,400**	**79,400**		
	Exhibit Expenses (see details in proposal)	**86,304**		
Bainbridge Island Parks Foundation	**Japanese American Memorial 80th Observance**		**25,000**	**18,100**
	Administration	**1,630**		
	Payroll	1,630		
	Stewardship	**12,370**		
	Earth Corps	10,000		
	Work parties	370		
	Native plants	2,000		
	Film	**11,000**		
	3 days filming	3,000		

Organization	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
City of Bainbridge Island	**STO - Sakai Pond Connector Trailhead Plaza**		**70,000**	**-0-**
	Design	10,000		
	Construction	48,000		
	Contingency	12,000		
	Total	**70,000**		
City of Bainbridge Island	**STO - Wayfinding Signage**		**30,000**	**-0-**
	Design	8,000		
	Fabrication	10,000		
	Installation	5,000		
	Contingency	7,000		
	Total	**30,000**		
City of Bainbridge Island	**Town Square/City Hall Charging Stations & Electrical Upgrades**		**60,000**	**-0-**
	Electrical service	30,000		
	Materials	12,000		
	Installation labor	9,000		
	Contingency	9,000		
	Total	**60,000**		
Kids Discovery Museum	**Strategic Marketing Plan**		**30,500**	**15,000**
	Social media advertising	1,000		
	Digital marketing	10,000		
	Print advertising	8,000		
	Photography & videography	5,000		
	Printing	1,000		
	Outreach	1,000		
	Program/event implementation	3,500		
	Explore Bainbridge production costs	1,000		
	Total	**30,500**		

Organization	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Visit Bainbridge Island	**Destination Marketing Campaign**		**139,805**	**93,900**
Administrative Expenses	5,500	5,500		
Staffing	9,000	9,000		
Subtotal	**14,500**	**14,500**		
Advertising & Promotion	58,250	55,750		
Staffing	16,250	16,250		
Subtotal	**74,500**	**72,000**		
Website: Update/Maintenance / Google Ads	6,500	6,000		
Staffing	2,000	2,000		
Subtotal	**8,500**	**8,000**		
Industry Affiliations & Memberships	**1,800**	**1,800**		
Datafy/Geolocation Data	13,255	11,255		
Staffing	4,500	4,500		
Subtotal	**17,755**	**15,755**		
Social Media	2,900	1,400		
Staffing	3,200	3,200		
Subtotal	**6,100**	**4,600**		
Content Creation	2,100	2,100		
Staffing	1,200	**1,200**		
Subtotal	**3,300**	**3,300**		
Inbound FAMS, Site Inspections & Media	7,750	7,750		
Staffing	5,800	5,800		
Subtotal	13,550	13,550		
Off Island Sales Missions & Event Representation	3,500	3,500		
Staffing	**2,800**	**2,800**		
Subtotal	**6,300**	**6,300**		
Total	**146,305**	**139,805**		

Organization	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Visit Kitsap Peninsula	**Marketing Plan (Including report metrics)**		**50,000**	**13,400**
	Website and social media administration; digital passport; hotel occupancy reports; short-term rental occupancy reports; monthly data; visitor demographics and spending; advertising campaign packages and media monthly reports			
Winery Alliance of Bainbridge Island	**Wine on the Rock Special Events**		**22,750**	**12,000*** **No more than 50% may be spend on staff or operating expenses**
	Facebook Ads/Posters/Graphic Designer/Rack Card Printing	6,000		
	Taste Washington	1,250		
	Kitsap Wine Festival	500		
	Bainbridge Island Wine Trail Program	1,000		
	Photography (Two Events)	2,000		
	Marketing Consultant	12,000		
	Total	**27,750**		
	Total – All Proposals		**667,155**	**350,000**

Total Funding Requested

Per the 2022 RFP, the City Council approved up to $350,000 in distributions. This amount of funding was selected based on forecasts of 2021 revenue earlier this year.

Remaining funds will be combined with 2022 revenue to support activities in 2023. Staff will work with Council to schedule the 2023 award cycle, including estimates of the amount available to award in the first half of 2022.

Five-year summary of LTAC Awards

	2017		2018		2019		2020		2021	
Recipient Organization			**Purpose**	**Award**	**Purpose**	**Award**	**Purpose**	**Award**	**Purpose**	**Award**
Arts & Humanities Bainbridge	Event - Bainbridge in Bloom	$ 5,000	Event Marketing & Operations - Celluloid Bainbridge	$ 7,000	Artsopolis Community Cultural Platform	$ 15,000	Currents Online Cultural Collaborations	$ 10,000	Certified Creative District	$ 5,000
Bainbridge Arts & Crafts	Marketing	$ 3,000	Marketing	$ 5,000	Tourism Marketing - Off-Island Advertising Package	$ 15,000	Off-Island Advertising	$ 5,000	Off-Island Advertising	$ 7,000
Bainbridge Island Chamber of Commerce	Marketing and Event and Facility Operations	$ 56,000	Advertising, Marketing & Visitor Info Center	$ 70,000	Tourism Marketing, Special Events, Operations	$ 63,000	Visitor Information Center	$ 40,000	Visitor Information Center	$ 38,000
Bainbridge Island Downtown Assoc.	Marketing and Event and Facility Operations	$ 48,000	Tourism Marketing , Special Events	$ 57,000	Tourism Marketing , Special Events	$ 50,000	Multi-Media Destination Marketing Campaign	$ 35,000	Multi-Media Destination Marketing Campaign	$ 12,250
Bainbridge Island History Museum	Facility Operations - Extended Hours	$ 8,000	Facility Operations	$ 15,000	Operations - "Free the Museum"	$ 12,000	2nd Annual Pickleball Founders Tournament	$ 12,000	Operational Support	$ 15,000
Bainbridge Island Lodging Assoc.	Marketing and B2B Partnership	$ 48,000	Marketing	$ 50,000	Tourism Marketing, Special Events - Destination Bainbridge 2019	$ 60,000	Destination Bainbridge: 2020	$ 56,500	Destination Bainbridge: 2021	$ 41,750
Bainbridge Island Museum of Art	Marketing and Facility Operations	$ 8,000	Marketing	$ 10,000	Special Events - "Celebration of Artists' Books	$ 10,000	Cultural Impact Programs & Festivals	$ 5,000		
Bainbridge Island Parks Foundation	Event - Trillium Trail 10K	$ 3,000					Trillium Trail Family Run	$ 6,500	Trail Maps and STO Trail Planning	$ 10,000
Bainbridge Island Winery Alliance	Marketing - Winery Tourism Events	$ 6,000	Wine on the Rock	$ 14,500	Tourism Marketing, Special Events - BI Wineries: Wine on the Rock	$ 15,000	Wine on the Rock Event	$ 14,000	Wine on the Rock Event	$ 12,000
Bloedel Reserve	Marketing - Brochure	$ 7,500	Shoulder Season Awareness Campaign	$ 23,000			Shoulder Season Awareness : "Fish Where the Fish Are"	$ 10,000		
Friends of the Farms			Harvest Fair Marketing	$ 3,000						
City of Bainbridge Island							Downtown Wayfinding Signs	$ 12,000		
Kids Discovery Museum									Strategic Marketing Plan	$ 9,000
North Kitsap Tourism Coalition	Marketing - North Kitsap Events	$ 7,500		$ 9,500	Tourism Marketing - Market Plan & Event Implementation	$ 10,000	Media Support	$ 7,000		
Visit Bainbridge Island							Multi-Media Destination Marketing Campaign	$ 50,000	Multi-Media Destination Marketing Campaign	$ 70,000
Visit Kitsap Peninsula			Marketing - participation in county-wide programs	$ 9,000	Tourism Marketing	$ 12,000	12-Month Lodging & Tourism Marketing Campaign	$ 12,000	12-Month Lodging & Tourism Marketing Campaign	$ 5,000
Annual total award		$ 200,000		$ 273,000		$ 262,000		$ 275,000		$ 225,000

AGREEMENT FOR LODGING TAX FUNDS

THIS AGREEMENT FOR LODGING TAX FUNDS ("Agreement") is entered into on the date written below between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and [_____], [a Washington State corporation] [a Washington State nonprofit corporation], ("Recipient").

WHEREAS, the Recipient submitted a proposal for Lodging Tax funds for [_____] as described in **Attachment A**; and

WHEREAS, upon recommendation of the Lodging Tax Advisory Committee and approval by the City Council at their December 14, 2021, meeting, the City has awarded this Agreement to effectuate the scope of work, as described in **Attachment A**; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and work 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 Recipient as follows:

1. SERVICES AND WORK BY RECIPIENT

The Recipient shall arrange for the services and work as specified in this Agreement and as necessary to accomplish the scope of work attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Recipient shall arrange for all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The scope of work set forth in **Attachment A** shall also include a project budget for the services and work to be performed for the City under this Agreement.

The Recipient, in its activities and promotional materials, shall acknowledge financial support from the City related to the work and services funded by 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 until January 14, 2023, unless sooner terminated by either party as provided below. The terms of this agreement shall cover activities performed in accordance with **Attachment A** by the Recipient between January 1, 2022, through December 31, 2022.

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 Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Recipient [_____] Dollars ($[_____]) for all services and work performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work, according to the budget provided within **Attachment A**, in amounts to be billed quarterly. The Recipient shall execute this Agreement by January 17, 2022, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2022.

B. The Recipient shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Each project shall be the subject of a separate invoice. The Recipient 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 Recipient.

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

4. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit a report on services and work prior to or accompanying its final quarterly invoice, but not later than January 13, 2023. This report should be no longer than five pages, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the scope of work described in **Attachment A**.
- Reference the project objectives specified in **Attachment A**. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in **Attachment A**. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in **Attachment A**, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the **Attachment A**. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the scope of work in the three categories below:
    a. Travelers staying overnight in paid accommodations away from their place of residence or business;
    b. Travelers staying overnight in unpaid accommodations (e.g., with friends and family) and traveling more than 50 miles;

c. Travelers for the day only and traveling more than 50 miles.

- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

5. INSPECTION AND AUDIT

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

B. The Recipient 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 Recipient 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 Recipient performs hereunder.

D. The Recipient and any subcontractors 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 Recipient 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 Recipient shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

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

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient shall defend, indemnify, and hold the City, its officers, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the acts, errors, or omissions of the Recipient in the 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 Recipient and the City, its officers, officials, employees, and volunteers, the Recipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Recipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Recipient'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 Recipient'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 Recipient shall maintain insurance as follows and as further described in **Attachment B**:

[X] Commercial General Liability as described in **Attachment B**.
[X] Directors and Officers Liability as described in **Attachment B**.
[X] Automobile Liability as described in **Attachment B**.
[X] 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 Recipient 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 Recipient as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with **Attachments A and B**, 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. NONWAIVER

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

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 Recipient:
[_____]
[_____]
Bainbridge Island, WA 98110
Attention: [_____]

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.

[NAME OF RECIPIENT]	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name:_____	Blair King, City Manager
Title:_____	
Tax I.D. #:_____	

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT B

INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

The Recipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Recipient 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 Recipient 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 Recipient's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Directors and Officers Liability insurance coverage.

D. Minimum Amounts of Insurance

The Recipient shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Directors and Officers Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Recipient'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 Recipient'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 Recipient shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. The Recipient 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 Recipient 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 Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Recipient 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 Recipient 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 Recipient from the City.

J. City Full Availability of Recipient Limits

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: Receive Year-End Review - Executive,

SUMMARY: The end of the year provides the opportunity to review accomplishments over the past 12 months. A selected, non-comprehensive review of the City Council's accomplishments will be provided to the City Council.

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:20 PM) Receive presentation from Public Art Committee on Something New Rotating Public Art Display Program - Public Art Committee,

SUMMARY: Receive presentation from Public Art Committee (PAC) and an update on "Something New" 2021. The "Something New" project was first approved in 2017, with three artworks installed annually since that time in the downtown area. In 2021, the program expanded to five sites.

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION: Receive presentation.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND: In February 2017, the Public Art Committee (PAC), a subcommittee of the Arts and Humanities Bainbridge (AHB) Board, presented the City Council with a proposal for a new public art project titled “Something New.” The project involves installation of three permanent plinths (bases) in the downtown Winslow area to be used to display artwork from various artists on a one-year rotation schedule. In September 2017, the City Council approved funding from the City’s Public Art Fund to support a one-year pilot of the project. After the initial installations in 2018, the program has continued and been expanded to five sites in 2021.

Project management for construction and installation of the bases for the artwork has been the responsibility of staff in the Public Works Department. The recruitment and selection of artists is the responsibility of AHB, with assistance from PAC. Using a jury process, PAC solicited for and selected artwork pieces, which have been installed annually. The artwork is located on the south side of Winslow Way at Ericksen, two in Waterfront Park, at City Hall, and at the terminus of Madison Avenue.

ATTACHMENTS:

Something New Presentation

FISCAL DETAILS: No funding authorized at this time.

Fund Name(s):

Coding:

Something New

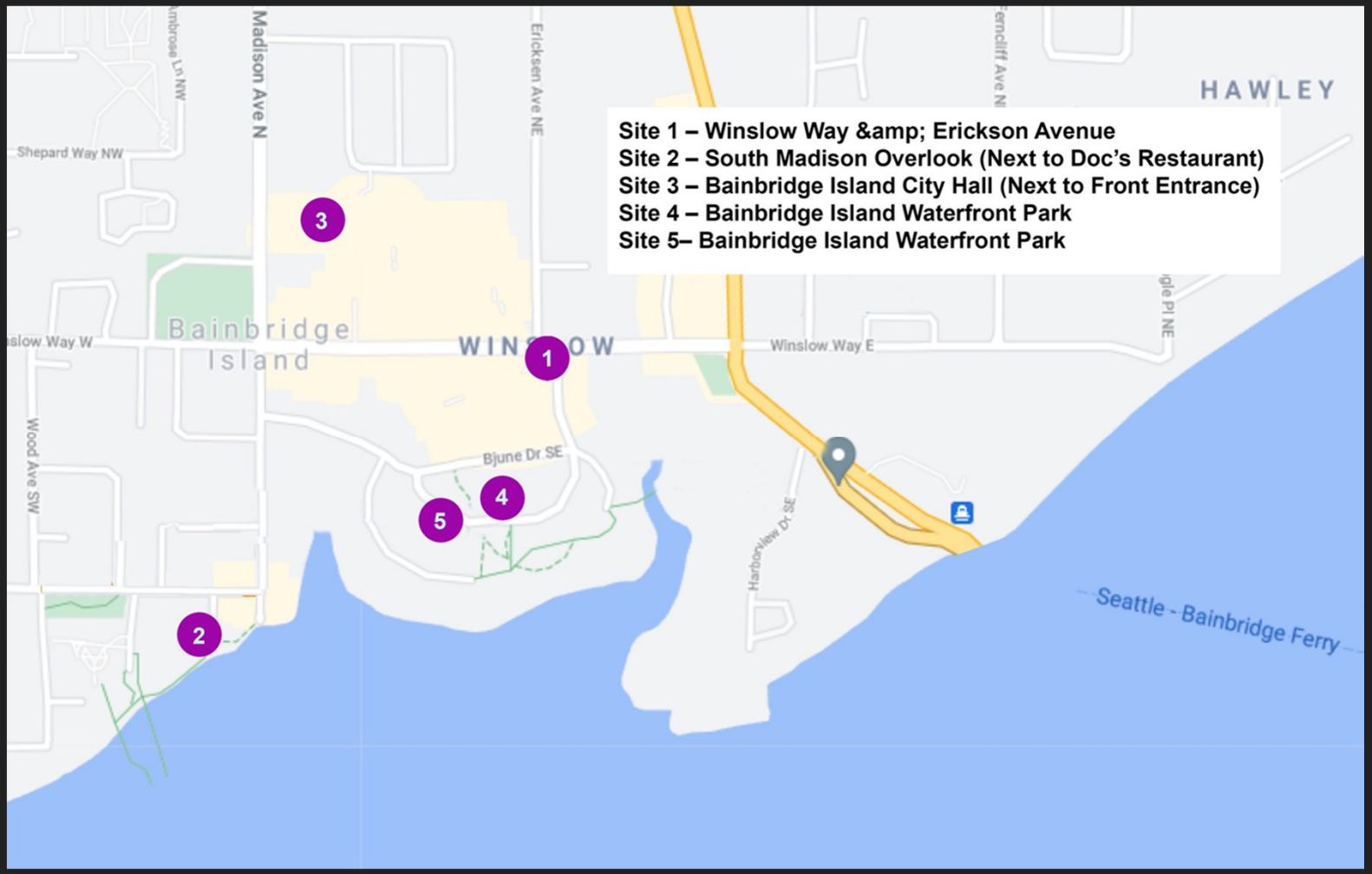
Updates from AHB & the Public Art Committee

12/14/2021

Something New IV

- AHB received 33 submissions
- Of the artists selected, three are women, and two are men
- We have artists from Elma, WA, Hood River, OR, Seattle, WA, Whidbey Island, WA, and Renton, WA
- The following artists and their sculptures were selected for Something New IV and were installed in July, 2021

Something New IV Locations



Something New IV Winners - Site #1

"Fertility" by Jennifer Kuhns

Elma, WA

A sealed terracotta egg form is covered in stained glass and beads, forming two fantastical birds on one side, a Tree of Life on the other, and filled in with bright flowers, bees, ladybugs and butterflies. The sculpture incorporates numerous symbols for abundance and fruitfulness. The substrate is hollow and it weighs about 40 lbs.



Something New IV Winners - Site #2

"Truth" by Macrae Wylde

Hood River, WA

Truth the sculpture is a monument to the concept. It is a reminder that truth is an ideal we should aspire to promote. It is a concept that applies across all boundaries. It cares not where you come from or who your parents were, it does not care what party you belong to or what group you are part of. The sculpture is a reminder of the importance of Truth.

Like the concept, Truth the sculpture will last forever, yet with neglect it will start to rust.



Something New IV Winners - Site #3

“Wandering Trees”
by Shawn Johnson

Seattle, WA

As in Native American totems, or in the work of Constantine Brancusi, the stacked base method totemically heightens the sculpture itself. The theme of the ‘wandering tree’ grows out of the ground like a tree trunk. Based on negative & positive cut-out images, the work seems to float upwards into the light. The large pipe base can be used as a lantern, with a floodlight installed, with its leaf-like images.



Something New IV Winners - Site #4

"Cardinal Connection" by Jan Hoy

Whidbey Island, WA

"Cardinal Connection" is fabricated from bronze sheet metal which entails developing a pattern, cutting the flat sheet metal, bending and forming the pieces, welding the pieces together, and grinding and sanding the seams. It is finished with a "warm, watery" Patina. The form was originally made in water based clay as a small table top sized piece. At the center is a connecting ridge, hence the "cardinal" connection.

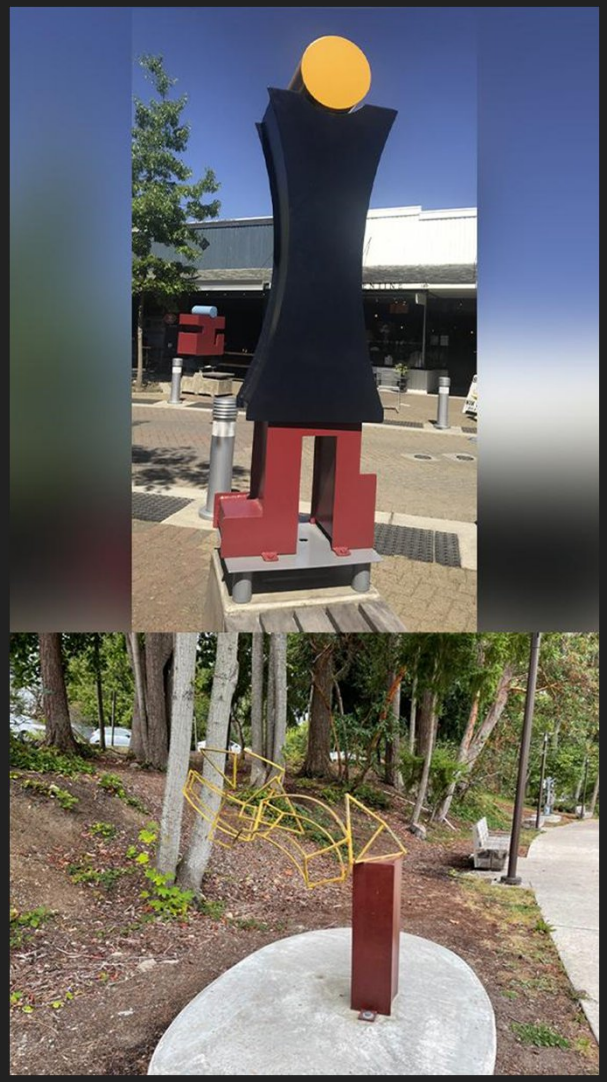


Something New IV Winners - Site #5

"Steel Sketch" by Ed McCarthy

Renton, WA

Steel Sketch represents a line drawing of geometric shapes colliding in air as it would appear if constructed in space. Famed artist, Paul Klee once said that a drawing is simply a line going for a walk. Steel Sketch is a line going for a walk…off leash.



Something New III “People’s Choice Award Winner

“Fossil II”
by Lin McJunkin & Milo White

“Cast glass hexagons fill the metal forms with nature’s colors of aquamarine and spring green. It is our sincere hope that a solution is found to the Colony Collapse Syndrome experienced world-wide by beekeepers and caused in part by pesticide use and our warming climate, before bees become “fossils” themselves.”

-Lin McJunkin



Arts & Humanities Bainbridge and the Public Art Committee thank you for your continued support.



CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:30 PM) Confirm Process for Planning Commission Appointments,

SUMMARY: The Planning Commission is unique among City of Bainbridge Island Bodies, Boards, and Commissions, as its creation is referenced by state law, RCW 35A.63. Also, state law requires that Planning Commissioners be appointed by the mayor with confirmation by the City Council.

City of Bainbridge Island Municipal Code describes a process to provide a recommendation for appointments to city commissions via a Council subcommittee, including the chair of the committee, plus others.

Two members of the Planning Commission, Planning Commission Chair McCormick and Planning Commissioner Paar, have submitted their resignations. In accordance with Municipal Code requirements, applications from the public are now being solicited.

The Council is being asked if it wishes to continue with the process of subcommittee interviews in private, or, inconsideration of the unique status of the Planning Commission, conduct public interviews with participation by the full City Council.

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION: Confirm the appointment interview process of Bainbridge Island Municipal Code Section 2.01.015 for Planning Commissioners, or direct that an interview process for Planning Commissioners be conducted with the involvement of the full City Council.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: The Planning Commission is unique among City of Bainbridge Island Bodies, Boards, and Commissions, as its creation is referenced by state law, RCW 35A.63. Also, state law requires that Planning Commissioners be appointed by the mayor with confirmation by the City Council.

City of Bainbridge Island Municipal Code describes a process to provide a recommendation for appointments to city commissions via a Council subcommittee, the chair of the committee, plus others.

Two members of the Planning Commission, Planning Commission Chair McCormick and Planning Commissioner Paar, have submitted their resignations. In accordance with Municipal Code requirements, applications from the public are now being solicited.

At the August 25, 2020 City Council meeting, Council approved the attached ordinance adding additional language to announce the City Council's intention to promote diversity on the Planning Commission and seeking a broad representation of applicants. (See attachment.)

The Council is being asked if it wishes to continue with the process of subcommittee interviews in private, or, inconsideration of the unique status of the Planning Commission, conduct public interviews with participation by the full City Council. This question is reserved just for the Planning Commission and no other City Commission.

ATTACHMENTS:

Ordinance No. 2020-19 Addressing Diversity on Planning Commission Approved 082520.pdf

Bainbridge Municipal Code BIMC 2.01.015.docx

FISCAL DETAILS: There are no fiscal impacts.

Fund Name(s):

Coding:

ORDINANCE NO. 2020-19

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the qualifications of members of the City's Planning Commission; amending Subsection 2.14.020.C.1 of the Bainbridge Island Municipal Code (BIMC) to encourage diverse individuals to apply to serve on the City's Planning Commission.

WHEREAS, BIMC 2.14.020 establishes the Planning Commission to serve as an advisory body to the City Council; and

WHEREAS, the City of Bainbridge Island is committed to promoting diversity in its City Advisory Groups, including the Planning Commission.

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

Section 1. Subsection 2.14.020.C.1 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

> 1. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences, and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this 25th day of August, 2020.

APPROVED by the Mayor this 25th day of August, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	August 21, 2020
PASSED BY THE CITY COUNCIL:	August 25, 2020
PUBLISHED:	August 28, 2020
EFFECTIVE DATE:	September 2, 2020
ORDINANCE NUMBER:	2020-19

2.01.015 Council advisory committee member appointment and confirmation process.

SHARE

A. Recommendations of appointments of members to city advisory committees shall be provided by a member selection panel composed of two or three council members, including the council liaison(s), with the chair from the subject advisory committees, if applicable, serving in an advisory role in the member selection process.

B. The recommendations from the selection panel shall be forwarded to the city council, and council confirmation shall require a majority plus one vote of the entire membership of the council.

C. For city advisory committees in which state law requires appointment by the mayor (e.g., planning commission), the selection panel shall first forward their recommendation to the mayor, and if the mayor consents to the panel's recommendation, the mayor shall then forward the recommendation to the council. (Ord. 2021-16 § 1, 2021)

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:40 PM) Adopt Ordinance No. 2021-39 Extending the Housing Design Demonstration Projects (HDDP) Program - Planning,

SUMMARY: The purpose of this agenda item is for the City Council to consider Ordinance No. 2021-39 to extend the City's Housing Design Demonstration Project ("HDDP") program for one year, until December 31, 2022. This ordinance implements the December 7, 2021 City Council direction on this topic. The HDDP program is codified in BIMC 2.16.020.S. (see attached). The current program is set to expire on December 31, 2021, unless the Council takes action to extend it.

On December 7, 2021, the City Council considered the November 18, 2021 Planning Commission recommendation to extend the HDDP program for 2 years and additionally revise the program. At that meeting, the Council approved motions to separate the extension of the HDDP program and the Commission-recommended program revisions into two separate ordinances. The other ordinance, Ordinance No. 2021-35, is included with a separate agenda item on this December 14, 2021 Council agenda and that item relates to setting a public hearing for early 2022 on that other ordinance, which would revise the current HDDP program.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION: I move to adopt Ordinance No. 2021-39 extending the Housing Design Demonstration Projects Program for one year.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The City's Housing Design Demonstration Projects ("HDDP") program was originally approved in 2009 as a 3-year Pilot Program in the greater Winslow area (see attached map). Goals of the HDDP program include:

• Promotes green building, sustainable site development, and housing diversity & affordability using development standard flexibility & density incentives, including a density incentive.

• HDDP projects are limited to a 1,600 square foot maximum dwelling unit size for all HDDP units.

The program was revised in 2013 and again in 2016 to reflect updated low-impact development requirements and extended until 2019. Ordinance No. 2019-32 narrowed the program to only be available for development projects that provide at least 50% of residential units as affordable housing, and extended the HDDP program until December 31, 2021. On October 12, 2021, the City Council directed the Planning Commission to consider an ordinance to extend the HDDP program for two additional years, until December 31, 2023. The Planning Commission then discussed the extension (Ordinance No. 2021-35) on October 28 and on November 18 held a public hearing and completed a recommendation to the City Council.

On December 7, 2021, the City Council discussed options related to the HDDP program and directed staff to prepare an ordinance to extend the program for year in its current form (which is the topic of this agenda item -- Ordinance No. 2021-39), and to include a separate agenda item on this December 14, 2021 Council agenda to set a public hearing on the ordinance that would revise the program (Ordinance No. 2021-35).

ATTACHMENTS:

Ordinance No. 2021-39 Extending HDDP Program.docx

[For Background] BIMC 2.16.020.S Housing Design Demonstration Projects.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2021-39

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Bainbridge Island Municipal Code Section 2.16.020.S. to extend the Housing Design Demonstration Project program.

WHEREAS, on August 12, 2009, the City Council adopted Ordinance No. 2009-06, establishing a pilot Housing Design Demonstration Project ("HDDP") program to allow for the development of projects to increase the variety of housing choices available to residents of all economic segments and to encourage sustainable development through the use of development standard incentives; and

WHEREAS, Ordinance No. 2009-06 established a sunset date of August 26, 2012, for the HDDP program; and

WHEREAS, on July 18, 2012, the City Council approved Ordinance No. 2012-09, extending the HDDP program until December 31, 2013, to allow time for the City to further evaluate the program; and

WHEREAS, the City Council convened an Ad Hoc Committee made up of a Planning Commissioner, three City Councilmembers, a member of the Design Review Board, and a representative from the Housing Resources Board to evaluate and make recommendations on the HDDP program; and

WHEREAS, the Ad Hoc Committee recommended changes to the HDDP program, including extending the HDDP program until the end of 2016 to allow time for the construction of approved projects; and

WHEREAS, on December 11, 2013, the City Council adopted those recommendations with the approval of Ordinance No. 2013-25, extending the HDDP program to December 31, 2016; and

WHEREAS, on September 27, 2016, the City Council adopted Ordinance No. 2016-27, extending the HDDP program until December 31, 2019, to allow time to review the program and compare it to other affordable housing tools the City may choose to utilize, as envisioned by the draft 2016 Comprehensive Plan; and

WHEREAS, on February 28, 2017, the City Council adopted Ordinance No. 2017-01, approving the 2016 Comprehensive Plan; and

WHEREAS, the 2016 Comprehensive Plan includes several policies related to promotion of sustainable development and affordable housing; and

WHEREAS, the purpose of the existing HDDP program is to allow the development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socioeconomic spectrum, promote compact, low-

impact development where it is most appropriate, and encourage high quality and innovation in building design, site development, and "green" building practices; and

WHEREAS, the Affordable Housing Task Force was created by the City Council on May 9, 2017, and was instructed to make recommendations for specific actions, programs, and strategies the City of Bainbridge Island and the City Council can take in the near-term to improve access to affordable housing across the economic spectrum; and

WHEREAS, the City's Affordable Housing Task Force issued a final report in July 2018 with many recommendations on how to increase housing affordability and diversity on Bainbridge Island, which include similar goals as the HDDP program described above; and

WHEREAS, on October 1 and 22, 2019, a majority of the City Council indicated support for extending the HDDP program until December 31, 2021; and

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 2019-32 which narrowed the program to only apply to projects that provided at least 50% of housing units as affordable housing and extended the HDDP program until December 31, 2021; and

WHEREAS, the City continues to work on accomplishing many of the recommendations made by the Affordable Housing Task Force's final report and to implement City green building standards, and both affordable housing and green building are required as part of the HDDP program; and

WHEREAS, at the time Ordinance No. 2019-32 was approved, the City was working on preliminary design concepts for the Suzuki Affordable Housing project, which was being planned as an HDDP project with more than 50% affordable housing, however development at the Suzuki property was removed by the City Council from the City's priority affordable housing work list in 2020; and

WHEREAS, although the City has not received any formal development proposals that plan to utilize the HDDP program since the program was extended and narrowed at the end of 2019, there was public comment at the October 12, 2021 City Council meeting that there is at least one affordable housing project in a conceptual phase that would utilize the HDDP program; and

WHEREAS, on October 12, 2021, the City Council voted 6-0 to support a two-year extension of the HDDP program until December 31, 2023 and referred the issue to the Planning Commission for consideration and a recommendation; and

WHEREAS, the Planning Commission discussed a related ordinance, Ordinance No. 2021-35, on October 28, 2021 and held a public hearing on that ordinance on November 18, 2021; and

WHEREAS, after closing the public hearing, the Planning Commission further discussed the HDDP program and voted to recommend approval to the City Council of a revised version of

Ordinance No. 2021-35, which would extend the HDDP program for two years and make other changes; and

WHEREAS, in recommending approval of Ordinance No. 2021-35, the Planning Commission additionally recommended revising the HDDP program to require that affordable housing be targeted to low-income (or below) households, and further recommended converting the Innovative Site Development Scoring Method to a simple checklist; and

WHEREAS, notice was given on November 4, 2021 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106 related to Ordinance No. 2021-35; and

WHEREAS, on December 7, 2021, the City Council considered a version of Ordinance No. 2021-35 that would have extended the program and which integrated the additional program changes recommended by the Planning Commission and City staff; and

WHEREAS, during the City Council's discussion on December 7, 2021, the Council passed two motions, and via the first motion the Council directed the City Manager to prepare this ordinance to extend the HDDP program in its current form for one year, and via the second motion the Council directed the City Manager to include an agenda item on the December 14, 2021 Council agenda to set a public hearing for a future date regarding Ordinance No. 2021-35; and

WHEREAS, on December 14, 2021, the City Council considered setting a public hearing for February 8, 2022 regarding Ordinance No. 2021-35 to further consider the HDDP program changes recommended by the Planning Commission and City staff; and

WHEREAS, on December 14, 2021, the City Council considered this Ordinance No. 2021-39, and took action via this ordinance to extend the HDDP program for one additional year in its current form while further changes to the program are being considered.

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

Section 1. Section 2.16.020.S.10. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

10. Demonstration Period. This subsection S and related provisions of BIMC Titles 2, 17, and 18 shall expire on December 31, ~~2021~~2022.

Section 2. **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 3. 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 December, 2021.

APPROVED BY THE MAYOR this _____ day of December, 2021

_____
Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	December 10, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NUMBER:	2021-39

2.16.020.S. Housing Design Demonstration Projects.

1. Purpose and Goals. The purpose of this subsection S is to allow the development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socio-economic spectrum, and to promote compact, low-impact development where it is most appropriate. Further, its purpose is to encourage high quality and innovation in building design, site development, and "green" building practices.

The goals of this program are to increase the housing supply and the choice of housing styles available in the community; to promote socio-economic diversity by adding to the stock of income-qualified housing; to encourage development of smaller homes, at reasonable prices, in neighborhoods attractive to a mix of income and age levels; and to demonstrate that innovative design and building techniques (conserving water and energy, using sustainably sourced materials, limiting environmental impacts) are compatible with market considerations.

2. Applicability. This subsection S is applicable to all properties located within the Winslow sanitary sewer system service area. An application for a housing design demonstration project may be applied to single-family residential subdivisions, mixed-use/multifamily and multifamily developments. Since the purpose is to provide housing projects as demonstrations, the city will accept projects for consideration and approval prior to the sunset date of the ordinance codified in this chapter. The city will limit acceptance of projects outlined in this section to two projects after the effective date of the ordinance codified in this section.

3. Review and Approval Process. Housing design demonstration project applications shall be reviewed as specified in the same manner as other applications for the same type of underlying land use permit (see BIMC 2.16.030 through 2.16.210), with additional review steps done in the order below as outlined in this subsection.

a. Conceptual Proposal Review. Applicants proposing a demonstration project shall meet with city staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The conceptual proposal review is an informal discussion between the applicant and city staff regarding a proposed project. There are no required application materials for this stage. Applicants shall contact the planning department staff to request a meeting, and the meeting shall be scheduled by staff for no more than three weeks after the request date. The purpose of the conceptual proposal review is to determine if the proposal is eligible to be considered as an application for a housing design demonstration project and to assist the applicant by identifying (i) requirements for submittal, including types of supplemental materials for application; (ii) compliance with applicable city plans, goals, policies, codes, or guidelines and possible revisions to the project that will enhance the proposal with respect to these requirements; (iii) areas of BIMC Title 17, Subdivisions, and BIMC Title 18, Zoning, where the applicant seeks flexibility; and (iv) required plans, studies, reports, and/or other materials specific to the proposal that will provide necessary information for staff and the design review board, and to review the project under the criteria outlined in subsection S.4 of this section.

b. Public Participation Program. The applicant is required to participate in one or more community meetings, either through (i) the city's public participation program following the procedures

outlined in Resolution Nos. 2010-32 and 2001-11, or (ii) an equivalent public meeting that includes participation by city staff, as approved by the director.

c. Preapplication Conference. The applicant shall apply for a preapplication conference pursuant to subsection I of this section. Housing design demonstration projects shall be reviewed by both staff and the design review board, pursuant to subsection F of this section. The applicant shall submit an HDDP proposal consistent with the requirements in the administrative manual. The applicant shall consider input received during the public meetings and conceptual review with city staff in crafting the proposal. The proposal will be evaluated pursuant to subsection S.4 of this section by city staff with the design review board serving in an advisory role, in addition to their review of applicable design guidelines. The director shall prepare written findings of facts, and applicants will receive preliminary notification from the director whether the proposal will qualify as a housing design demonstration project, or feedback about how to improve the proposal to qualify. If the applicant changes the proposal in any significant manner other than a response to feedback from the public meeting, conceptual review, or the preapplication review, an additional preapplication conference may be required.

d. Application Submittal. An applicant may submit a land use permit application (subdivision, site plan and design review, or conditional use permit) for a housing design demonstration project after completion of a required conceptual and preapplication review and notification by the city that the proposal qualifies as a housing design demonstration project. Upon receipt of an application, the director shall provide notice to the applicant and public in accordance with subsection M of this section and commence the application review process. Housing design demonstration projects that require more than one land use permit must utilize the consolidated project review process outlined in BIMC 2.16.170. All housing design demonstration project applications, including subdivisions, shall be reviewed by the design review board and the planning commission at public meetings. The design review board and the planning commission shall make recommendations on all housing design demonstration projects.

e. Permit Decision. The decision to approve or deny a housing design demonstration project shall be made as part of underlying land use permit approval. The decision shall be based upon the decision criteria of the underlying planning permit, and the decision criteria outlined in subsection S.5 of this section. Housing design demonstration project approval conditions shall be included in the final permit approval and shall address any ongoing compliance requirements, including compliance with approved design plans. The city may require that the applicant record covenants to ensure ongoing compliance or maintenance for required project components.

f. Building Permit. The applicant shall submit a building permit that is consistent with all conditions of the land use permit approval. The applicant shall also submit documentation that the project has applied for required certification by a green building rating system, such as Evergreen Sustainable Development, LEED, or BuiltGreen. Proof of ongoing certification shall be required during construction and project certification must be completed prior to final occupancy.

g. Living Building Challenge. For projects pursuing the Living Building Challenge standard of the International Living Building Institute, the applicant must show proof of pursuing ongoing certification during construction for all required elements. After construction, and prior to issuance of the certificate of occupancy, the applicant must show proof of initial project compliance as to the site, materials, indoor quality and beauty/inspiration components of the Living Building Challenge and that the project is likely to achieve the elements of energy and water following 12 months of occupancy as required under Living Building Challenge certification. For those elements of energy and water that require occupancy of the building for 12 months for Living Building Challenge certification, the applicant must submit a report to the city following 12 months of occupancy, demonstrating its progress towards meeting these remaining elements of the Living Building Challenge standard. If certification of those elements has not been achieved, the applicant must provide quarterly reports of progress towards certification of these elements, including additional steps and timeline that will be taken to achieve certification.

4. Evaluation Method. Each project will be evaluated for innovation and achievement of the goals of this subsection S of this section using a number of factors. The evaluation factors are divided into three categories. Examples of sustainable development methods do not limit other mechanisms of meeting the evaluation factor. Projects that qualify as housing design demonstration projects are eligible to use the flexible development standard incentives outlined in subsections S.6 and 7 of this section, and are eligible for the residential incentives outlined below and in subsection S.8 of this section. Tables 2.16.020.S-1, S-2, and S-3 show how projects are scored to qualify for the housing design demonstration project program.

Table 2.16.020.S-1: Housing Design Demonstration Project Scoring System

Density Incentives	**Requirements to Receive Incentives**	
	Green Building and Innovative Site Development	**Housing Diversity**
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	• LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development • 25 Points in Innovative Site Development Practices	• 50% affordable housing • Home size not larger than 1,600 sq. ft.
NOTE: For required affordable housing units: o Home ownership projects: 50% of required affordable house units should serve ≤ 80% AMI o Rental projects: 50% of required affordable house units should serve ≤ 60% AMI.		

Table 2.16.020.S-2 Housing Diversity Scoring Method

		Affordable Housing			**Unit Size**		**Unit Type**	
		Project includes a number of housing units that are designated affordable for a period of 99 years to the spectrum of income levels as defined by BIMC 18.36.030.16 and 18.21.020.A. Rental housing is encouraged by awarding more points for the creation of rental housing.			Project includes a variety of unit sizes, excluding garages, that provide for a broad mix of income levels and family size. In order to score a point in a unit size range, the project shall provide at least 10% of the total number of units in that range. For example, in a 40-unit development, at least 4 units sized between 1,001 and 1,200 ft^2 would be needed to score points in that range.		Unit type: Project includes a variety of housing unit types (i.e., single-family style, townhouse, flat, age-in-place, ADUs, cottages) or innovative type of housing. In order to score points for different unit types, the project shall provide at least 10% of the total number units of that type. For example, in a 40-unit development of townhomes and duplexes, at least 4 units of townhomes would be needed to score points for having 2 different unit types.	
Total Housing Diversity Points Required		**Affordable Units**	**Ownership Value**	**Rental Value**	**Unit Size Range**	**Value**	**Number of Different Unit Types**	**Value**
		10%	10	12	< 800 ft^2	1	2	2
		11 – 15%	12	14	801 – 1,000 ft^2	1	3	3
		16 – 20%	14	16	1,001 – 1,200 ft^2	1	4	4
		21 – 25%	16	18	1,201 – 1,400 ft^2	1	5	5
		> than 25%	20	22	1,401 – 1,600 ft^2	1	**Min. Pts. Required**	
		Minimum % Required			**Size Requirement**	**Min. Pts. Required**		
20 pts		50%			Max. home size 1,600 ft^2	NA	NA	

Table 2.16.020.S-3 Innovative Site Development Scoring Method

Minimum Site Development Point Requirement

25

WATER QUALITY & CONSERVATION

Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, green roofs and covered parking.

All HDDP projects will follow the stormwater manual adopted in Chapter 15.20 BIMC.

REQUIREMENT	VALUE
Number of dwelling units that integrate greywater reuse components into building design:	
10%	1
11-20%	2
21-30%	3
Over 31%	4
Percentage of total roof area qualifying as "green roofs":	
15-30%	2
Over 31%	4
Project integrates cisterns: % of total roof area directed to cisterns: 15-30%	2
Over 31%	4
Percentage of total parking spaces that are covered (i.e. parking garage, carport):	
5-20%	1
21-40%	2
41-60%	3
61-80%	4
Over 81%	5

LANDSCAPING & OPEN SPACE

Project provides well-designed common open space, with at least 5 percent of the gross land area, set aside as open space and designed as an integrated part of the project rather than an isolated element. The common open space must be outside of critical areas and their buffers and required roadside buffers. Appropriate community amenities such as playgrounds, composting and neighborhood gardens promoting the production of locally grown food are encouraged. Resident neighborhood community gardens can be in common open space areas, and shall be appropriately located for solar exposure, and include water availability, soil amenities, and storage for garden tools. Required growing space for neighborhood gardens is 60 square feet per dwelling unit, not including any existing orchard area. Open space dedicated to the public pursuant to the standards of BIMC Sections 17.12.030. A1, A2, A3, A6 & A7 is encouraged.

% OF OPEN SPACE	VALUE	VALUE IF PUBLIC
5-10%	2	4
11-15%	4	6
16-20%	6	8
21-25%	8	10
Greater than 25%	10	12
Incorporates neighborhood garden	2	
Preserves tree that qualifies as a "Heritage tree" under City Program. The tree is not otherwise required to be preserved.	2 per tree	
All Private yard areas ≤ 20% turf	4	
Project landscaping integrates at least 60% native or drought tolerant plants	4	

TRANSPORTATION

Project design provides enhanced sensitivity to pedestrian and bicycle travel to promote the people getting around without a car, a reduced carbon footprint, improved health of humans, and lower pollution levels. Project internally preserves existing informal internal connection to external non-motorized facilities, furthering the Island-wide Transportation Plan (IWTP) and using such solutions as woonerfs, green streets, and natural trails and paths. Project reduces reliance on automobiles and trip counts, and promotes alternative transportation, such as integrating parking and charging facilities for electric cars, or bus shelters.

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TRANSPORTATION COMPONENTS	VALUE
Project preserves, creates or integrates internal and external non-motorized connections.	2
Provides public walkways, separated paths, or bike lanes. No points for facilities required by IWTP.	3
On-site car sharing program	1 per each car
Electric vehicle charging stations for 3% of vehicle parking capacity.	3
Covered, consolidated bike parking for subdivisions	3
Bus Shelter	2

a. Housing Diversity. Evaluation will review:

i. Unit Type. The project includes a variety of unit types, for example, single-family, townhomes, flats, duplex, cottages, age-in-place or accessory dwelling units;

ii. Unit Size. The project includes a variety of housing unit sizes that provide for a broad mix of income levels and family size; and

iii. Affordable Housing. The project includes housing units that are affordable to the spectrum of income levels as described in Chapter 18.21 BIMC, Affordable Housing, and BIMC 18.36.030. Designated affordable housing shall remain affordable for 99 years from the time of final inspection on the affordable unit. The applicant shall record covenants that demonstrate how the unit will remain affordable and be managed for 99 years.

b. Innovative Site Development. Evaluation will review:

i. Water Quality and Conservation. Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, vegetated roofs and covered parking. All HDDP projects will follow the Department of Ecology's 2012 Stormwater Management Manual for Western Washington, as amended in December 2014.

ii. Landscaping. The project uses low maintenance landscaping that integrates a high proportion of native plants or drought-tolerant plants that are climate appropriate. The project limits the amount of lawn in private yards in favor of common open space. Projects are encouraged to use cisterns to collect rainwater for irrigation or garden use.

iii. Common Open Space. The project provides connected common open space area set aside as active open space and designed and integrated into the project. The open space could include active elements such as a neighborhood garden/pea patch and composting facilities, or a playground. Critical areas and their buffers and required roadside buffers do not contribute to "common open space" under the housing design demonstration project program.

iv. Transportation. The project (A) uses a design that provides enhanced sensitivity to pedestrian travel; (B) internally preserves existing informal, internal connection to external trail(s), or creates new connections where appropriate, to implement the Island-wide Transportation Plan (IWTP); (C) reduces reliance on automobiles and trip counts, and promotes alternative transportation and public transit; (D) minimizes the visual dominance of automobiles throughout the project; or (E) the project accommodates needs of alternative vehicles through techniques such as parking and charging facilities for electric cars, locating rechargeable electric vehicle (EV) parking in a conspicuous and preferred location close to a main building entrance, and integrating a parking space for a vehicle sharing program, such as Zipcar™.

c. Innovative Building Design. The project is constructed under a green building certification program that requires third-party verification such as the Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, Passive House Institute US/International, LEED or the BuiltGreen Program of the Master Builders of King and Snohomish Counties.

5. Approval Criteria. In addition to decision criteria required by the underlying planning permit or approval, an application for a housing design demonstration project may be approved if the following criteria are met:

a. The applicant clearly demonstrates evaluation factors listed in subsection S.4 of this section as shown in the housing design demonstration project scoring system as evaluated by the planning department;

b. The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter;

c. The project does not adversely impact existing public service levels for surrounding properties;

d. The project complies with all other portions of the BIMC, except as modified through this housing design demonstration project process;

e. If a project will be phased, each phase of a proposed project must contain adequate infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed; and

f. The applicant is meeting required housing diversity standards.

6. Development Standard Incentives for Development Projects in the Mixed-Use Town Center. The applicant may request that development standards from BIMC Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in subsection S.3 of this section. Requirements of BIMC Title 16 may not be modified. The following development standards may be modified:

a. Minimum Lot Dimensions and Size. Reductions in lot size or dimensions are subject to approval by Kitsap County health district.

b. Maximum Lot Coverage. Maximum lot coverage can be increased above zoning district requirements with no maximum.

c. Natural Area. For MUTC projects developed under BIMC Title 17, the prescriptive natural area requirements in Table 17.12.070-1 do not apply. Instead, the project shall integrate at least 50 square feet of natural area per unit.

d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and one and one-half parking spaces for homes between 800 and 1,200 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required pursuant to Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or subcompact vehicles such as Smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project program, then the development shall integrate at least one guest parking space for every five dwelling units.

e. Setbacks. Unless required for public safety purposes, such as sight distance, setbacks may be reduced as described below. This section does not supersede lesser setback requirements in the MUTC/HS Road district zones, as outlined in Tables 17.12.070-1 and 18.12.020-2, as applicable.

i. Zoning Setback Reductions.

(A) Front setback within project: 10 feet.

(B) Rear setback within project: minimum of five feet.

(C) Side setback within project: minimum of five feet.

ii. Subdivision Setback Reductions.

(A) All interior subdivision setbacks: zero feet.

(B) Building to exterior subdivision boundary: five feet.

(C) Building to right-of-way or on-site private access: 10 feet.

f. Building Height. Buildings within the Mixed-Use Town Center or High School Road districts may achieve a maximum building height not to exceed the optional height outlined in Table 18.12.020-2.

7. Development Standard Incentives for Development Projects in Residential Zones. The applicant may request that development standards from BIMC Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in subsection S.3 of this section. Requirements of BIMC Title 16 may not be modified. The following development standards may be modified:

a. Minimum Lot Dimensions and Size. Reductions in lot size or dimensions are subject to approval by Kitsap County health district.

b. Maximum Lot Coverage. Maximum lot coverage can be increased above zoning district requirements with no maximum.

c. Natural Area. For residentially zoned projects developed under BIMC Title 17, the prescriptive natural area requirements in Table 17.12.070-1 do not apply. Instead, the project shall integrate at least 400 square feet of natural area per unit.

d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and one and one-half parking spaces for homes between 800 and 1,200 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required pursuant to Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or subcompact vehicles such as Smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project, then the development shall integrate at least one guest parking space for every five dwelling units.

e. Setbacks. Unless required for public safety purposes, such as sight distance, zoning and subdivision setbacks may be reduced as described below. This section does not supersede lesser setback requirements as outlined in Tables 17.12.070-1 and 18.12.020-1, as applicable. Additional vegetative landscaping screen may be required by the director when reducing setbacks.

i. Zoning Setback Reductions.

(A) Front setback to on-site access: 10 feet.

ii. Subdivision Setback Reductions.

(A) All interior subdivision setbacks: zero feet.

(B) Building to on-site access: 10 feet.

8. Density Bonus Incentives. An increase in residential base density may be permitted as outlined in Table 2.16.020.S-4.

Table 2.16.020.S-4: Housing Diversity Program Project Density Bonuses
• 2.5 x Base Density • OR Max. Bonus Mixed-Use FAR (all residential)

9. Housing Project Visit. In order to learn from the innovative design practices used, all projects completed under this subsection S shall allow city staff to conduct occasional site tours. City staff will make a request of the property owner prior to conducting a tour and will not access the properties for tours more than once every three months. The site tours will be limited to the exterior and common grounds of the property and conducted during regular business hours. Visits will be coordinated through the staff and property owner, and the owner will receive written notice no less than two weeks in advance of each visit. Any additional access to private property or at alternative times shall be at the permission and cooperation of the individual homeowner only.

10. Demonstration Period. This subsection S and related provisions of BIMC Titles 2, 17, and 18 shall expire on December 31, 2021.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:50 PM) Authorize City Manager to Execute Settlement Agreement with Kitsap County Sewer District No. 7 - Executive,

SUMMARY: The City and Kitsap County Sewer District No. 7 ("District") are parties to an interlocal agreement by which the District provides sewer service to certain customers who reside on the south end of Bainbridge Island outside of the District's boundaries. There have been ongoing disputes between the City and the District regarding what constitutes a "connection" under the agreement and how much is owed by the City to the District related to such sewer services. Included with this agenda item is a settlement agreement that the City and the District have negotiated and prepared to resolve the disputes. Although the total amount to be paid by the City is approximately $485,000, the actual amount in dispute is $86,346. The City's executive department, finance department, and public works department regard the settlement amount as fair and reasonable and recommend that the City Council approve this settlement.

It is the City's understanding that the District's Board of Commissioners approved the attached settlement agreement on December 9, 2021.

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION: I move to authorize the City Manager to execute a settlement agreement with Kitsap County Sewer District No. 7 in substantially the form as the agreement that is included with this agenda item.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: As described in the attached settlement agreement, the District operates a wastewater treatment plant that serves a portion of the south end of Bainbridge Island. By interlocal agreement dated October 3, 1997, the District reserved for the City and accepted for treatment 80 equivalent residential units ("ERUs") of capacity in the District's wastewater treatment plant for the purpose of reducing existing water pollution problems in the Lynwood Center area of the City ("First Interlocal Agreement"). An ERU is roughly

equivalent to one residential household sewer connection. All connection fees for the 80 ERUs were prepaid at closing at an agreed upon amount.

By amendment dated August 8, 2002, the District and the City amended the 1997 interlocal agreement to clarify the monthly service charge to be paid per ERU ("First Amendment"). By interlocal agreement dated September 24, 2003, the District and the City entered into a new interlocal agreement, which acknowledged the existing reservation of 80 ERUs for the Lynwood Center area and reserved for the City 231 additional ERUs upon creation of the proposed south end sewer local improvement district, plus 19 additional ERUs for use as determined by the City ("Second Interlocal Agreement"). All connection fees for the 250 ERUs were prepaid at closing at an agreed upon amount.

The City created the south end sewer local improvement district ("LID 20") and constructed the sewer improvements therein, thereby utilizing the sewer connections authorized by the 2003 interlocal agreement. By interlocal agreement dated March 29, 2007, the District and the City entered into a new interlocal agreement, which acknowledged the existing reservation of 80 ERUs for the Lynwood Center area and the 250 additional reserved connections for the City, and provided 150 additional ERUs to serve Lynwood Center, LID 20, and the Adjacent "Open Space" Residential areas that were identified in the 2007 interlocal agreement, for a total of 480 ERUs, plus additional provisions regarding the treatment of wastewater and the payment of connection and service charges for the south end of the City ("Third Interlocal Agreement" and collectively with the First Interlocal Agreement, the First Amendment, and the Second Interlocal Agreement, "Interlocal Agreement"). Each connection fee for the 150 ERUs was scheduled to be paid upon connection within 30 days of connection at the then current connection charge, subject to certain notice requirements.

The District and the City disagree about certain topics, including: (1) when a connection to the sewer system occurs; (2) whether the connection charge is determined by the date the connection is made or by the date the City collects from the owner the connection charge; (3) whether the District can charge for monthly service in advance, as opposed to after the service has been rendered; and (4) when ongoing sewer service begins to be charged and is billed.

As stated in the settlement agreement, the best interests of the Parties are served by resolving the foregoing connection, connection charge, and monthly charge disputes in accordance with the terms of the agreement.

In sum, the disputed amount that the City would pay to resolve this dispute is $86,346. As above referenced, this amount relates to reservation fees that were paid to the City in the past by customers and for which a later connection was made. A disagreement that has been at issue between the City and the District relates to when a "connection" was made and how much should be paid for each connection, in the context of the passage of time and the District raising its fees at certain points in time. Payment of the disputed amount will resolve this dispute and avoid potential further staff, legal, and associated costs related to litigating this dispute in court and otherwise.

More generally, the total amount at issue as described in the settlement agreement is $484,563.50. Of that amount: approximately $307,830 (or 64%) is the amount that the City has collected from customers and currently holds as a fiduciary on behalf of the District; approximately $90,388 (or 19%) is prepayment for remaining capacity of 8.75 ERUs; and the remaining approximately $86,346 (or 18%) is the disputed amount.

ATTACHMENTS:

Settlement Agreement - COBI and KCSD 7 (December 2021)

FISCAL DETAILS: This will require a $176,724 budget adjustment to the Sewer fund. The $307,830 fiduciary component of this settlement is held in trust for the District and therefore does not require a budget adjustment. This adjustment will be considered in Ordinance No. 2021-37 (4th quarter budget adjustments), which is being considered by the City Council as well at this December 14, 2021 Council meeting as a separate and subsequent item.

Fund Name(s): Sewer Fund

Coding:

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement"), entered into on the Date of Mutual Execution, is between KITSAP COUNTY SEWER DISTRICT NO. 7, a Washington municipal corporation, hereinafter the "District," and the CITY OF BAINBRIDGE ISLAND, Washington, a Washington municipal corporation, hereinafter the "City." The City and the District are sometimes collectively referred to in this Agreement as the "Parties" and individually referred to as a "Party."

RECITALS

A. The District operates a wastewater treatment plant that serves a portion of the south end of the City.

B. By interlocal agreement dated October 3, 1997, the District reserved for the City and accepted for treatment 80 equivalent residential units ("ERUs") of capacity in the District's wastewater treatment plant for the purpose of reducing existing water pollution problems in the Lynwood Center area of the City ("First Interlocal Agreement"). All connection fees for the 80 ERUs were prepaid at closing at an agreed upon amount.

C. By amendment dated August 8, 2002, the District and the City amended the 1997 interlocal agreement to clarify the monthly service charge to be paid per ERU ("First Amendment").

D. By interlocal agreement dated September 24, 2003, the District and the City entered into a new interlocal agreement, which acknowledged the existing reservation of 80 ERUs for the Lynwood Center area and reserved for the City 231 additional ERUs upon creation of the proposed south end sewer local improvement district, plus 19 additional ERUs for use as determined by the City ("Second Interlocal Agreement"). All connection fees for the 250 ERUs were prepaid at closing at an agreed upon amount.

E. The City created the south end sewer local improvement district ("LID 20") and constructed the sewer improvements therein, thereby utilizing the sewer connections authorized by the 2003 interlocal agreement.

F. By interlocal agreement dated March 29, 2007, the District and the City entered into a new interlocal agreement, which acknowledged the existing reservation of 80 ERUs for the Lynwood Center area and the 250 additional reserved connections for the City, and provided 150 additional ERUs to serve Lynwood Center, LID 20, and the Adjacent "Open Space" Residential areas that were identified in the 2007 interlocal agreement, for a total of 480 ERUs, plus additional provisions regarding the treatment of wastewater and the payment of connection and service charges for the south end of the City ("Third Interlocal Agreement" and collectively with the First Interlocal Agreement, the First Amendment, and the Second Interlocal Agreement,

"Interlocal Agreement"). Each connection fee for the 150 ERUs was scheduled to be paid upon connection within 30 days of connection at the then current connection charge, subject to certain notice requirements.

G. The Interlocal Agreement requires that: (a) within 30 days of a binding commitment to an owner of sewer service, the City shall give notice of the binding commitment to the District; (b) within 30 days of connection, the City shall give notice of the connection to the District; and (c) within 30 days of the date of the connection, the City shall pay to the District the applicable connection charge.

H. The District and the City disagree about when a connection to the District's system occurs.

I. The District and the City further disagree about whether the connection charge is determined by the date the connection is made or by the date the City collects from the owner the connection charge.

J. The District and the City further disagree about whether the District can charge for monthly service in advance, as opposed to after the service has been rendered.

K. The District and the City further disagree about when ongoing sewer service begins to be charged and is billed.

L. The best interests of the Parties are served by resolving the foregoing connection, connection charge, and monthly charge dispute in accordance with the terms of this Agreement.

M. The Bainbridge Island City Council considered this Agreement at a City Council meeting on December 14, 2021, and took action to direct the City Manager to execute the Agreement.

N. The Board of Commissioners for the District considered this Agreement at a Board of Commissioners' meeting on December 9, 2021, and took action to direct the District's Administrator to execute the Agreement.

O. The Parties hereto have agreed to resolve their claims as described herein.

A G R E E M E N T

WHEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the District HEREBY AGREE AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and are made part of this Agreement by this reference.

2. Payment for Connection Charges. Within 30 days of the Date of Mutual Execution of this Agreement, the City will pay to the District Four Hundred Eighty Four Thousand Five Hundred Sixty Three Dollars and 50/100 cents ($484,563.50) ("Payment"). The Payment shall be deemed delivered when the money is actually received by the District; PROVIDED that the obligation to make the Payment shall not be satisfied unless the payment is honored. Time is of the essence in relation to the delivery of the Payment. The Payment represents the following:

1. Settlement of Outstanding Balance: 51.1 ERUs connected from January 2017 through August 2019	$38,617.00
2. Outstanding Unpaid Reservations:	
a. 22 ERUs @ $8,160.50	$179,531.00
b. Less: connection payment for 12 ERUs @ $5,991.00	($71,892.00)
c. Plus: 24 ERUs @ 10,330.00	$247,920.00
d. Plus: 8.75 remaining ERUs @ $10,330.00	$90,387.50
TOTAL PAYMENT	**$484,563.50**

3. Definition of "Connection" and Commencement of Service. The Parties agree that the term "connection," for purposes of the Interlocal Agreement, shall mean the date upon which a certificate of occupancy or a temporary certificate of occupancy is issued for a property, whichever is sooner. Monthly services charges pursuant to the Interlocal Agreement shall begin immediately upon a connection being made.

4. Late Charges. If the City fails to timely provide notice of a connection (i.e., within 30 days of connection) to the District, a one-time penalty of one hundred dollars and 00/100 cents ($100.00) per ERU (prorated) will be assessed. The penalty, along with such other amounts that may be due, such as outstanding late monthly service payments, will accrue interest at 12% per annum.

5. Prepaid Sewer Charges. The District agrees to bill the City retrospectively, rather than prospectively, for services rendered.

6. Release by the Parties. Subject to the obligations in, and in consideration of the terms of, this Agreement, the Parties, for themselves and their heirs, legatees, successors, and assigns, do hereby irrevocably and unconditionally release, acquit, and forever discharge the other Party and their members, officers, attorneys, agents, representatives, employees, and related and affiliated entities from any and all legal and equitable claims, demands, liabilities, obligations, promises, agreements, damages, causes of action, suits, costs, losses, debts, and expenses of every nature, kind, and sort whatsoever, choate and inchoate, matured and unmatured, known and unknown, that are, in any way, related to the unpaid connection and service charges as identified in Section 2 above ("Payment for Connection Charges").

7. Scope of Release. The Parties acknowledge that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the Claims that they are releasing as generally and broadly set forth in Paragraph 6 of this Agreement. Nevertheless, the Parties agree that the releases set forth in Paragraph 6 of this Agreement shall be and remain effective and binding in all respects notwithstanding such different or additional facts or the discovery thereof.

8. Failure to Make Payment. Should the obligation to make the Payment as described in Paragraph 2 of this Agreement not be satisfied (time being of the essence), the District shall have the right, but not the obligation, to proceed against the City to enforce its (a) rights pursuant to the Interlocal Agreement, and (b) rights pursuant to this Agreement. The City expressly agrees that should the obligation to make the Payment as described in Paragraph 2 of this Agreement not be satisfied (time being of the essence), the District may immediately seek to obtain a judgment from a court for the unpaid amounts due, plus attorneys' fees, costs, and interest.

9. Review and Acceptance. The Parties acknowledge that they have fully reviewed this Agreement and are aware of the terms of this Agreement and understand that this Agreement sets forth the entire undertakings to be accomplished by the Parties. No other duty or obligation is implied or expressed beyond those expressly set forth in this Agreement. The Parties acknowledge that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted.

10. Binding on Successors and Assigns. This Agreement shall be binding upon the Parties and upon their respective heirs, legatees, successors, and assigns and inure to the benefit of the Parties and their respective heirs, legatees, successors, assigns, and attorneys.

11. No Admission of Fault. The entry of this Agreement is not intended as nor shall it be construed as an admission of fault or liability by either Party.

12. Extent of Agreement/Modification. This Agreement, together with the Interlocal Agreement (except as so amended by this Agreement), exhibits, attachments, or addenda, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including related to the existing Interlocal Agreement between the Parties, as to the topics addressed in this Agreement. This Agreement may be amended, modified, or added to only by written instrument properly signed by both Parties.

13. Advice of Attorney. The undersigned Parties acknowledge that they have read this Agreement, fully understand the terms and legal implications of this Agreement, and have been advised to consult with their own independent attorney in regard to this Agreement.

14. Construction of Agreement. The language of this Agreement shall be construed according to the laws of the State of Washington and shall be interpreted as a whole and without

implying a presumption that the terms of this Agreement shall be more strictly construed against any Party, it being acknowledged that all Parties have participated in the making of this Agreement.

15. Attorneys' Fees and Expenses. In any legal action, arbitration, or other proceeding related to or arising out of this Agreement, the prevailing Party or Parties shall be entitled to recover from the other Party or Parties reasonable attorneys' fees and expenses incurred. Attorneys' fees and expenses covered by this paragraph include, but are not limited to, attorneys' fees and expenses incurred in bankruptcy proceedings, in appeals, in post-judgment collection proceedings, and post-judgment enforcement proceedings.

16. Authority to Execute. The Parties to this Agreement represent and warrant that they have the right and exclusive authority to execute and enter into this Agreement and receive the consideration therefor, and that no Party has (1) sold, assigned, transferred, conveyed, or otherwise disposed of any of the Claims or (2) purported to sell, assign, transfer, convey, or otherwise dispose of any of the Claims.

17. Waiver or Breach. No waiver or consent to any breach or default in the performance of any term of this Agreement shall be deemed a waiver of or consent to any subsequent breach or default of the same or other term of this Agreement. No failure or delay to exercise any right or power or to insist upon strict compliance with any term of this Agreement shall constitute a modification of this Agreement or a waiver of the right to demand strict compliance with the terms of this Agreement.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if all Parties to this Agreement had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof of this Agreement, it shall only be necessary to produce one such counterpart. The signature pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "Date of Mutual Execution."

19. 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 District:
Kitsap County Sewer District No. 7
9705 NE Evergreen Ave
Bainbridge Island, WA 98110
Attention: District Manager

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.

20. 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.

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

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

23. Assignment. Neither the City nor the District shall assign this Agreement except with the express written consent of the other, which consent may be withheld for any reason.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Date of Mutual Execution.

CITY OF BAINBRIDGE ISLAND	KITSAP COUNTY SEWER DISTRICT NO. 7
Date:_____	Date:_____
By:_____	By:_____
Blair King, City Manager	Roan Blacker, District Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:00 PM) Adopt Ordinance No. 2021-37 Relating to the 2021 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,

SUMMARY: On November 9, 2021, the City Council forwarded Ordinance No. 2021-37 relating to the 2021 4th Quarter Budget and Updated Capital Improvement Plan to the December 14, 2021 consent agenda. Since that time, the following changes are being proposed: (1) inclusion of a Sewer District 7 legal dispute for $176,734; (2) Country Club bulkhead capital project increase of $9,000 for final invoices received on the project subsequent to the November 9, 2021 Council meeting; and (3) moving Yeomalt capital project from an operating project to a capital project (no budget impact).

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: I move to adopt Ordinance No. 2021-37 relating to the 2021 4th Quarter Budget and Updated Capital Improvement Plan Amendments.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	5,021,887
Ongoing Cost:	
One-Time Cost:	5,021,887
Included in Current Budget?	No

BACKGROUND: This agenda item is for the City Council to consider amendments to the City's 2021 budget and the update to the Capital Improvement Plan. Included with this item is a consolidated ordinance capturing decisions which have been made by the Council for the fourth quarter budget amendments.

Please see the attached transmittal memo for a detailed overview of all requested items. Please see Exhibit A, attached and incorporated into this ordinance by reference, for the revised 2021 budget summary by fund. Please see attached Exhibit B for more details explaining the changes incorporated in Exhibit A.

ATTACHMENTS:

Staff Memo re 2021 4th QTR Budget Amendment.docx

Ordinance No. 2021-37 - 4th QTR Budget and CIP Amendments

Exhibit A to Ordinance No. 2021-37 - Total Expenditures by Fund

Exhibit B to Ordinance No. 2021-37 Q4 Budget Amendments.pdf

FISCAL DETAILS: Increase in appropriation authority for the following funds:

Real Estate Excise Tax Fund $1,000,000

Capital Construction Fund $763,500

Sewer Fund $3,208,387

Storm and Surface Water Management Fund $50,000

Fund Name(s):

Coding: Various

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: December 14, 2021

To: City Council
Blair King, City Manager

From: Kim Dunscombe, Budget Manager

Subject: 4th Quarter Budget Amendments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with fourth quarter budget amendments. The proposed ordinance also includes an amendment to the 2021 – 2026 Capital Improvement Plan (CIP). The following 7 budget amendments are proposed:

Capital Requests – 4 items, Total of $763,500

- *Country Club Bulkhead Spot Repairs: $110,000 Increase – Capital Construction Fund:* Country Club Bulkhead Spot Repair project includes repair and replacement of portions of the existing bulkhead adjacent to the roadway. One lane of the roadway has been closed since June 2020 due to failing pavement caused by shoreline erosion. This amendment was approved at the August 24th City Council Regular Business Meeting, for $101,000, for a total cost of $400,000. The increase was included in the CIP as part of the 2022 Budget modification process, which was approved by Council on October 12, 2021. Final invoices were received and an additional $9,000 is required to cover close out costs.
  Supporting funds: General.

- *High School Road Safety Improvements: $180,000 Increase – Capital Construction Fund:* High School Road Safety Improvement project is included in the City's CIP for construction in 2021. The project consists of crosswalk warning signs, upgrading safety and accessibility between SR305 and Grow Avenue. The sole bid for this contract came in higher than the engineers' estimate. Award of the contract and Capital budget amendment was approved on the August 24th City Council Regular Business Meeting, for

$180,000, bringing total project cost to $444,000. The increase was included in the CIP as part of the 2022 Budget modification process, which was approved by Council on October 12, 2021.
Supporting funds: General, Real Estate Excise Tax (REET).

- *Green Stormwater Upgrades to lower City Hall Parking Lot: $223,500 Increase – Capital Construction Fund*: The 2021-2026 Adopted Budget CIP has this item scheduled for 2023. The project involves upgrading the parking lot with rain gardens and other upgrades to the existing stormwater system to prevent sediment and contaminants from entering Puget Sound. The City has recently been awarded a grant from the Department of Ecology for $112,500 to support green infrastructure upgrades to the lower City Hall parking lot. The award will be received in 2022 and must be spent by 2027. The amendment, which was approved at the October 26th Regular Business Meeting, accelerates the start of the project from 2023 to 2022.
Supporting Funds: Real Estate Excise Tax (REET).

- *Emergency Repair, Critical Slope Failure on NE Yeomalt Point Drive: $250,000 Increase – Capital Construction Fund:* The roadway embankment south of 11778 NE Yeomalt Point Drive experienced landslide activity in the early spring of 2021. Resolution 2021-17, declaring an emergency and authorizing the budget amendment to mitigate the failure, was approved at the September 28th Regular Business Meeting.
Supporting funds: Real Estate Excise Tax (REET).

Operating Request – 4 items, $4,258,387

- *Real Estate Excise Tax (REET) Fund operating transfer: $1,000,000 Increase – REET Fund:* Appropriation in the REET fund consists solely of transfers out to support other fund expenditure activity; typically, the Streets and Capital funds. The main revenue sources in the Street Fund are commercial parking tax, fuel tax and transfers in from the REET fund. As noted in the mid-year review, parking taxes have dropped significantly from pre pandemic levels. This appropriation increase in the REET fund is to continue to support the Streets Fund activity.

- *Bond Refunding, Wastewater Treatment Plant Bond: $3,031,653 Increase – Sewer Fund:* Ordinance 2021-19 approved by Council on July 13, 2021 increases appropriation authority and amends the 2021 budget in relation to the 2021 Wastewater Treatment Plant Bond Refunding. This appropriation increase is needed to pay off the old, refunded bonds.

- *Department of Ecology National Pollutant Discharge grant: $50,000 Increase – SSWM Fund:* Increase appropriation authority and amend the 2021 budget for National Pollutant Discharge Elimination System (NPDES) grant offered through the Department

of Ecology for fiscal years 2021-2023. This item was approved at the September 14th Regular Business Meeting.

- *Kitsap County Sewer District No. 7 Settlement: $176,734 Increase – Sewer Fund:* Increase appropriation authority and amend the 2021 budget for payment for connection charges associated with the terms stated in the Settlement and Release Agreement entered by the City and Kitsap County Sewer District No. 7.

Thank you for your consideration of these requests.

ORDINANCE NO. 2021-37

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

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

WHEREAS, on February 23, 2021, the City Council adopted funding for carryover items for work funded in 2020 but to be performed in 2021 via Ordinance No. 2021-08; and

WHEREAS, on May 25, 2021, the City Council adopted first quarter budget and updated capital improvement plan amendments via Ordinance No. 2021-15; and

WHEREAS, on August 24, 2021, the City Council adopted second quarter budget and updated capital improvement plan amendments via Ordinance No. 2021-24; and

WHEREAS, on October 12, 2021, the City Council adopted the 2022 Update of the 2021 – 2026 Capital Improvement Plan via Ordinance No. 2021-28; and

WHEREAS, on November 9, 2021, the City Council considered this Ordinance No. 2021-37 and forwarded it for consideration at the December 14, 2021 Council meeting; and

WHEREAS, on December 14, 2021, based on the need for additional updates and revisions to the 2021-2022 biennial budget and the 2022 Update of the 2021 – 2026 Capital Improvement Plan, the City Council considered an updated version of this Ordinance No. 2021-37; and;

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

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

Section 1. Ordinance No. 2020-31 and the 2021 budget, as modified by Ordinance Nos. 2021-08, 2021-15, and 2021-24, are amended as shown in the attached Exhibit B, which is hereby incorporated fully into this ordinance.

Section 2. Attached hereto as Exhibit A (to the 2021 Revised Budget), and as hereby incorporated fully into this ordinance, are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the revised budget.

Section 3. In that some of the budget expenditures that are the subject of this ordinance directly relate to the City's 2021-2026 Capital Improvement Plan, the 2021-2026 Capital Improvement Plan is hereby correspondingly amended as to the related expenditures that are the subject of this ordinance, as described and shown in the attached Exhibit B and included in total expenditures as shown in Exhibit A.

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

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this ___ day of _____ 2021.

APPROVED by the Mayor this ___ day of _____ 2021.

_____
Rasham Nassar, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	December 10, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
PUBLISHED:	_____, 2021
EFFECTIVE DATE:	_____, 2021
ORDINANCE NO:	2021-37

Attached: Exhibit A
Exhibit B

CITY OF BAINBRIDGE ISLAND – 2021 REVISED BUDGET
SUMMARY BY FUND

Exhibit A
ORDINANCE NO. 2021-37

CITY FUNDS		2021 EXPENDITURES
001	GENERAL FUND	21,617,173
101	STREET FUND	3,796,967
103	REAL ESTATE EXCISE TAX FUND	4,511,698
104	CIVIC IMPROVEMENT FUND	280,387
108	AFFORDABLE HOUSING FUND	117,620
171	TRANSPORTATION BENEFIT FUND	630,000
173	TRANSPORTATION IMPACT FEE FUND	607,072
201	GO BOND FUND	1,556,995
203	LID BOND FUND	42,480
301	CAPITAL CONSTRUCTION FUND	15,872,249
401	WATER FUND	3,612,262
402	SEWER FUND	10,743,108
403	STORM & SURFACE WATER FUND	3,358,364
407	BUILDING & DEVELOPMENT FUND	3,340,542
501	EQUIPMENT RENTAL & REVOLVING FUND	773,000
	TOTAL EXPENDITURES	70,859,917

Exhibit B to Ordinance No. 2021-37

2021 BUDGET AMENDMENTS
Presented to City Council
Approved on December _____, 2021

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
REET Operating Transfer	This item increases appropriation authority and amends the 2021 budget for REET operating transfer to support street activity due to loss of parking tax revenue. *Considered at November 9, 2021 Regular Business Meeting*	REET/Finance	$ 1,000,000	Increase	One-time
	TOTAL REAL ESTATE EXCISE TAX FUND EXPENDITURE INCREASE		**$ 1,000,000**		
Country Club Bulkhead Spot Repairs contract	This item increases appropriation authority and amends the 2021 budget, which has already been approved by Council in the 2022 Update to the CIP on October 12, 2021 via Ordinance 2021-28 for construction contract increase to repair portions of existing bulkhead adjacent to roadway. *Approved on October 12, 2021 via Ordinance 2021-28*	Capital/Public Works	$ 110,000	Increase	One-time
High School Road Safety Improvements	This item increases appropriation authority and amends the 2021 budget, which has already been approved by Council in the 2022 Update to the CIP on October 12, 2021 via Ordinance 2021-28 to reflect increase in bids received. The bid received for this project was in excess of the engineer's estimate. An adjustment is needed to reflect this increase. Staff is asking the WSDOT for additional grant funds to help fund this increase. A general fund transfer may be needed to cover the additional cost until such time as grant monies are received. *Approved on October 12, 2021 via Ordinance 2021-28*	Capital/Public Works	$ 180,000	Increase	One-time
Green Stormwater Upgrades to lower City Hall Parking Lot	This item increases appropriation authority and amends the CIP for a grant the City received from the State Department of Ecology Stormwater Assistance grant program to support green infrastructure upgrades to the lower City Hall parking lot. *Approved at October 26, 2021 Regular Business Meeting*	Capital/Public Works	$ 223,500	Increase	One-time
Yeomalt Point Drive - critial slope faillure on NE Yeomalt Point Drive	This item increases appropriation authority and amends the CIP for the Yeomalt Point Drive roadway embankment which experienced landslide activity spring of 2021. This increase is a result of emergency declaration 2021-17 to repair the road. *Approved at September 28, 2021 Regular Business Meeting*	Capital/Public Works	$ 250,000	Increase	One-time
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE		**$ 763,500**		
Bond Refunding	This item increases appropriation authority and amends the 2021 budget in relation to Ordinance 2021-19 Wastewater Treatment Plant Bond Refunding. *Approved July 13, 2021 with Ord 2021-19*	Sewer/Finance	$ 3,031,653	Increase	One-time
Kitsap County Sewer District No. 7 Settlement	This item increases appropriation authority and amends the 2021 budget in accordance with the terms as stated in the Settlement and Release Agreement entered into by the City and Kitsap County Sewer District No. 7. *Approved at December 14, 2021 Regular Business Meeting*	Sewer/Finance	$ 176,734	Increase	One-time
	TOTAL SEWER FUND EXPENDITURE INCREASE		**$ 3,208,387**		
DOE Grant	This item increases appropriation authority and amends the 2021 budget for National Pollutant Discharge (NPDES) grant offered through the Department of Ecology for SFY 2021-23. *Approved at September 14, 2021 Regular Business Meeting*	SSWM/Public Works	$ 50,000	Increase	One-time
	TOTAL STORM AND SURFACE WATER FUND EXPENDITURE INCREASE		$ 50,000		
	TOTAL BUDGET AMENDMENTS		**$ 5,021,887**		

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:05 PM) Approve Recommended Appointment to the Utility Advisory Committee - Council,

SUMMARY: A call for participation was issued for volunteers to serve on the Utility Advisory Committee. The selection team consisted of Mayor Nassar, Deputy Mayor Pollock, and Utility Advisory Committee Co-Chairs Maron and Jones. The selection team recommends the reappointment as shown in the suggested motion. Staff is requesting a one touch approval given Mr. Averill's many years of service to the community and to have him seated before the year end.

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:** Executive

RECOMMENDED MOTION: I move to approve the recommended reappointment of Charles Averill to the Utility Advisory Committee, Position 4, through June, 2024.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Averill - UAC (Redacted).pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

Roz Lassoff

From: noreply@civicplus.com
Sent: Thursday, August 12, 2021 3:46 PM
To: CityAdmin
Subject: Online Form Submittal: Utility Advisory Committee Volunteer Application (Open until filled - First review Monday, August 23 @ 4 pm)

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Utility Advisory Committee Volunteer Application (Open until filled - First review Monday, August 23 @ 4 pm)

Step 1

Utility Advisory Committee Volunteer Application

Members should have knowledge or expertise in utility planning, construction, rate structures or related focus areas. The committee provides recommendations to the Council related to the City's water, sanitary sewer and stormwater utility policies and utility rates, rate structures and other changes made to water, sanitary sewer and stormwater utility customers.

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.

Open until filled - First review Monday, August 23 @ 4 pm.

Applicant Information

Name	Charles Douglas Averill
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).	Utility Advisory Committee 2018-21, Winslow/Bainbridge Island City Council 1990-1997, City Planning Commission 2001-2009 (approximate)
Please share your qualifications for this appointment (skills, activities, training, education) if any?	Current member of the Utility Advisory Committee. Prior experience on the city council (8 years) and city planning commission (9 years). Extensive financial background: Retired after 30 years in the investment management industry; college BA and MA degrees in economics; CFA (Chartered Financial Analyst) charterholder.
Please share your community interests (groups, committees, organizations) if any:	Active in Bainbridge Island Rotary since 1988. Board member (treasurer) for Bainbridge Island Historical Museum. Prior experience as board member for Helpline House (1998-2004, I think); continuing to serve on Helpline House endowment committee.
Do you have potential conflicts of interest? If so, please explain:	None for any current issues or decisions. Like any resident, I would need to watch for conflicts if some specific policy question affected my neighborhood, or an organization with which I'm affiliated.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	*Field not completed.*
Type the Year	2021
How did you hear about the volunteer opportunity?	Other (specify below)
Other	Current committee member; prior discussions with other city volunteers

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:10 PM) Adopt Resolution No. 2021-20 Ratifying Updated Countywide Planning Policies - Planning,

SUMMARY: Countywide Planning Policies (CPPs) are required for each county that is required to plan under the state Growth Management Act (RCW Chapter 36.70A). The CPPs are reviewed and amended at least every five years. In 2020-2021, the Kitsap Regional Coordinating Council (KRCC) updated Kitsap County's CPPs for consistency with Vision 2050, the multi-county planning policies prepared by the Puget Sound Regional Council (PSRC), and to incorporate a commitment to social and racial equity. Updates to the CPPs were also made to ensure consistency with changes in state law that have occurred since the CPPs were last updated in 2015. At its meeting on April 20, 2021, the City Council received a presentation on the CPP Update from KRCC staff.

On October 11, 2021, Kitsap County approved the amended CPPs in Ordinance No. 601-2021 (separately attached), and forwarded the CPP amendments to the Kitsap County cities (Bainbridge Island, Bremerton, Port Orchard, Poulsbo), as well as to the Suquamish and Port Gamble S'Klallam Tribes for ratification. The CPP amendments will become effective upon ratification by at least three of the cities.

The approved countywide planning policies are Exhibit A to Resolution No. 2021-20.

AGENDA CATEGORY: Resolution **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION: I move to adopt Resolution No. 2021-20 ratifying the 2021 amendments to the Countywide Planning Policies.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Resolution No. 2021-20 Ratifying Updated Countywide Planning Policies.docx

Exhibit A Updated Countywide Planning Policies CPPs.pdf

Kitsap County Ord 601-2021.pdf

20210608 KRCC Public Review Draft CPPs Redlined.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2021-20

A RESOLUTION of the City Council of Bainbridge Island, Washington, ratifying the 2021 amendments to the Countywide Planning Policies, as recommended by the Board of the Kitsap Regional Coordinating Council and approved by the Kitsap County Board of Commissioners.

WHEREAS, the Growth Management Act ("GMA"), RCW 36.70A, requires that each county planning under the GMA must adopt countywide planning policies to be used as a framework from which county and city comprehensive plans are developed and adopted; and

WHEREAS, the Kitsap Regional Coordinating Council ("KRCC") is established by an interlocal agreement as a regional body comprised of members from Kitsap County and the cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, as well as the Suquamish and Port Gamble S'Klallam Tribes, Ports of Bremerton and Kingston, Naval Base Kitsap, and Kitsap Transit; and

WHEREAS, the KRCC Board includes elected officials as members including two Bainbridge Island City Councilmembers; and

WHEREAS, the adopted countywide planning policies are reviewed and amended as necessary at least every 5 years through the KRCC; and

WHEREAS, in 2020, the KRCC began an update process for the countywide planning policies, to revise them for consistency with the Puget Sound Regional Coordinating Council's ("PSRC") Vision 2050, and related to changes in state law that have occurred since the countywide planning policies were last updated in 2015, through multijurisdictional collaboration including planning staff and KRCC board members; and

WHEREAS, on April 20, 2021, the City Council received a presentation on the countywide planning policy update from KRCC staff; and

WHEREAS, on July 6, 2021, the KRCC held a public hearing on the proposed revisions to the countywide planning policies; and

WHEREAS, on July 19, 2021 the KRCC forwarded the proposed revisions to the countywide planning policies to Kitsap County to begin the County's review process; and

WHEREAS, on August 17, 2021 the Kitsap County State Environmental Policy Act Official issued a Determination of Non-significance ("DNS"), and the DNS was not appealed; and

WHEREAS, on September 27, 2021, the Kitsap County Board of Commissioners held a public hearing on the proposed revisions to the countywide planning policies; and

WHEREAS, on October 6, 2021, the Kitsap County Board of Commissioners continued deliberations on the proposed revisions to the countywide planning policies; and

WHEREAS, on October 11, 2021, the Kitsap County Board of Commissioners adopted Ordinance No. 601-2021, amending the countywide planning policies, and these policies were then forwarded to the cities as well as the Suquamish and Port Gamble S'Klallam Tribes for ratification, as outlined in Appendix A of the countywide planning policies; and

WHEREAS, on December 14, 2021, the Bainbridge Island City Council considered Kitsap County Ordinance No. 601-2021, amending the Kitsap Countywide Planning Policies, and the Council took action via this Resolution to ratify those policies.

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

Section 1. The City Council of the City of Bainbridge Island, Washington, hereby ratifies the Kitsap Countywide Planning Policies, as adopted by Kitsap County Ordinance No. 601-2021, which is attached as Exhibit A and incorporated herein as part of this Resolution.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this 14th day of December, 2021.

APPROVED by the Mayor this 14th day of December, 2021.

_____
Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

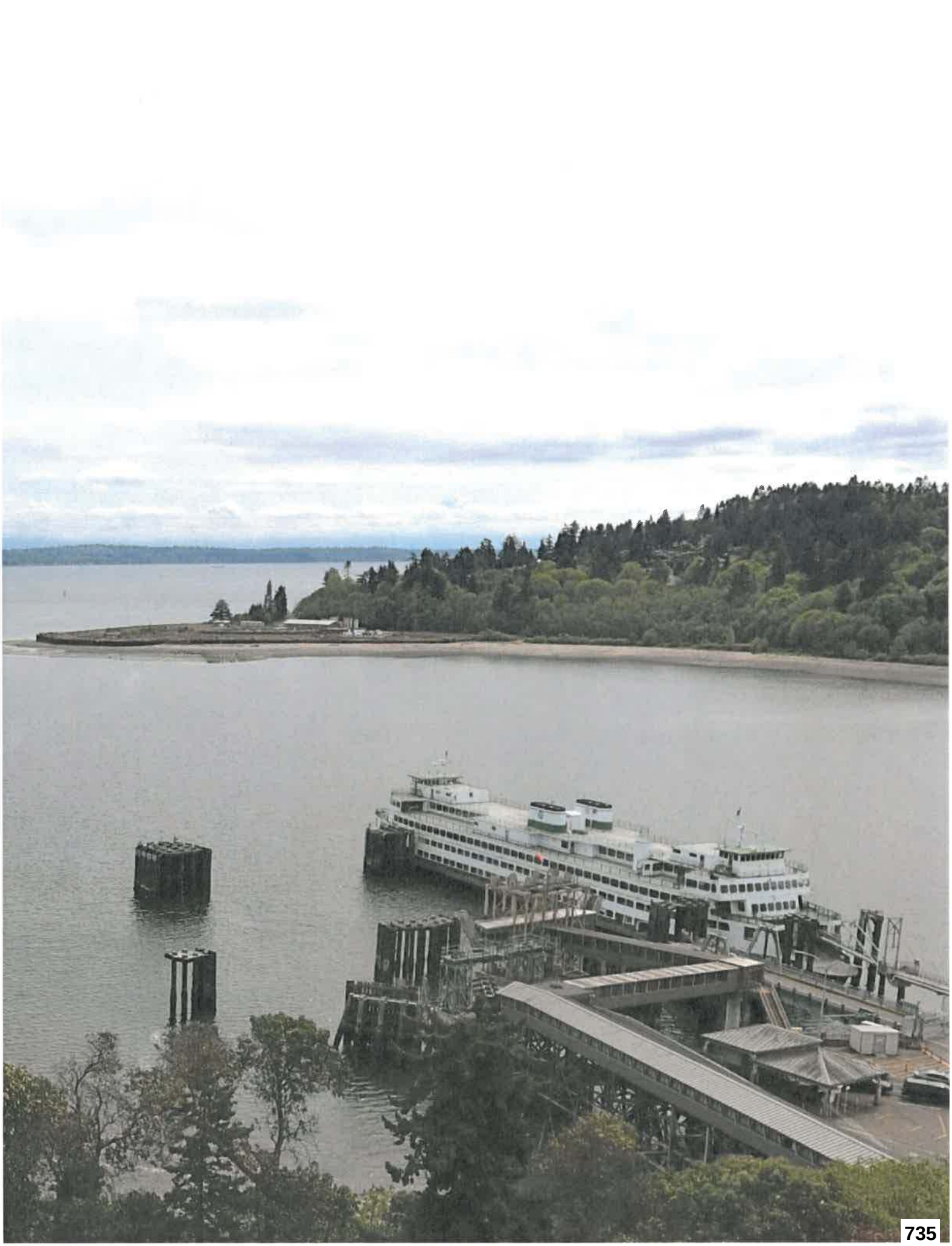
By: _____

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	December 9, 2021
PASSED BY THE CITY COUNCIL:	_____, 2021
RESOLUTION NO.	2021-20
ATTACHED:	Exhibit A (Updated Countywide Planning Policies)

KITSAP COUNTYWIDE PLANNING POLICIES – *DRAFT*





Kitsap County
Draft Countywide Planning Policies (CPPs)

KRCC Board recommended version

Adopted Kitsap Countywide Planning Policies

Amended and Adopted X

Attached are the Kitsap Countywide Planning Policies as adopted by the Kitsap County Board of Commissioners by ordinance on [add date] (Ordinance X). The Countywide Planning Policies, as revised, are currently in effect in Kitsap County.

The Kitsap Countywide Planning Policies are the framework for growth management in Kitsap County. Under the Growth Management Act, the Puget Sound Region is defined as King, Kitsap, Snohomish, and Pierce Counties. The Puget Sound Regional Council is responsible for developing the four-county regional transportation and land use vision. The Kitsap Countywide Planning Policies tailor the Puget Sound Regional Council's regional growth management guidelines to Kitsap County and are the policy framework for the County's and the Cities' comprehensive plans. The Kitsap Countywide Planning Policies address 14 separate elements, ranging from urban growth areas to affordable housing.

The Countywide Planning Policies are required by the Growth Management Act and may be appealed (only) by Cities and the Governor of Washington. The original Kitsap Countywide Planning Policies (adopted by Kitsap County in 1992) and subsequent revisions (August 2001, December 2003, November 2004, November 2007, November 2011, November 2013, May 2015, and X, 2021) were developed through a multi-jurisdictional collaboration sponsored by the Kitsap Regional Coordinating Council among Kitsap County, the Cities of Bremerton, Bainbridge Island, Port Orchard & Poulsbo, the Suquamish & Port Gamble S'Klallam Tribes, the Navy, the Port of Bremerton, and Kitsap Transit.

Kitsap County is the lead agency for its environmental review.

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Introduction (UR)



INTRODUCTION (UR)

The Growth Management Act (GMA) is founded on the principle that it is in the best interest of the citizens of the State to foster coordination and cooperation among units of local and state government. Cities and counties must engage in a collaborative planning process under the requirements of the Act. Specifically, the Act states that *"THE LEGISLATURE FINDS THAT UNCOORDINATED AND UNPLANNED GROWTH ... POSE A THREAT TO THE ENVIRONMENT, SUSTAINABLE ECONOMIC DEVELOPMENT, AND THE HEALTH, SAFETY, AND HIGH QUALITY OF LIFE ENJOYED BY RESIDENTS OF THE STATE. IT IS IN THE PUBLIC INTEREST THAT CITIZENS, COMMUNITIES, LOCAL GOVERNMENTS, AND THE PRIVATE SECTOR COOPERATE AND COORDINATE WITH ONE ANOTHER IN COMPREHENSIVE LAND USE PLANNING."* To guide the development of comprehensive plans and development regulations, the GMA sets forth planning goals (RCW 36.70A.020) in 13 areas:

1. Urban Growth
2. Reduce Sprawl
3. Transportation
4. Housing
5. Economic Development
6. Property Rights
7. Permits
8. Natural Resource Industries
9. Open Space and Recreation
10. Environment
11. Citizen Participation and Coordination
12. Public Facilities and Services
13. Historic Presentation

The Growth Management Act (*RCW 36.70A.210*) states that "*A COUNTYWIDE PLANNING POLICY IS A WRITTEN POLICY STATEMENT OR STATEMENTS USED SOLELY FOR ESTABLISHING A COUNTYWIDE FRAMEWORK FROM WHICH COUNTY AND CITY COMPREHENSIVE PLANS ARE DEVELOPED AND ADOPTED ... (TO) ENSURE THAT CITY AND COUNTY COMPREHENSIVE PLANS ARE CONSISTENT...*"as required in *RCW 36.70A.100. "NOTHING IN THIS DOCUMENT SHALL BE CONSTRUED TO ALTER THE LAND USE POWERS OF CITIES."* The Act requires that the countywide policy be collaboratively developed among Cities and the County. Further, *"FEDERAL AGENCIES AND INDIAN TRIBES MAY PARTICIPATE IN AND COOPERATE WITH THE COUNTYWIDE PLANNING POLICY ADOPTION PROCESS."* These policies may also be used for other purposes requiring collaboration and cooperation in addition to the development and adoption of comprehensive plans.

Vision 2050 (adopted by the Puget Sound Regional Council on October 29, 2020) serves as the long-range growth management, environmental, economic development, and transportation strategy for King, Kitsap, Pierce, and Snohomish Counties. Vision 2050 includes the Regional Growth Strategy, Multi-County Planning Policies (RCW 36.70A.210), and implementation actions.

The 1992 Kitsap Countywide Planning Policies and subsequent revisions in 2001, 2003, 2007, 2011, 2013, 2015, and 2021, were developed by a committee of planners and public works officials representing Kitsap County, the City of Bremerton, the City of Port Orchard, the City of Poulsbo, the City of Bainbridge Island, the Port Gamble S'Klallam Tribe, the Suquamish Tribe, the Navy, and Kitsap Transit. The Kitsap Regional Coordinating Council conducted a public hearing and prepared a recommendation for adoption by the Kitsap County Board of Commissioners and ratification by the Cities and Tribes. The process of review and discussion through the Kitsap Regional Coordinating Council forum is intended to foster consensus whenever possible. County and City comprehensive plans shall be consistent with the adopted Countywide Planning Policies.

Kitsap Countywide Planning Policies Vision Statement

The Kitsap Countywide vision continues the qualities of life that make our County a welcoming place to live and work for all in Kitsap. We strive to protect our natural systems; preserve the character of our smaller communities; respect community and Tribal histories; and create an economy that supports all and contributes to equitable places, efficient transportation, accessible broadband, and affordable housing choices.

Objectives:
We work on strategies to achieve the following objectives:

a. Livable urban communities that are centers for employment, civic activities, and homes:

- Attractive, livable urban neighborhoods that are bike/pedestrian-friendly and offer a range of services, housing, and transportation options.
- Cities that are centers for employment, affordable housing, and cultural activities.

b. A vital and diversified economy that provides career pathways and living wage jobs for residents, supported by adequate buildable lands for a range of employment uses.

c. An efficient multi-modal transportation system: Accessible roads and highways, transit, ferries, airports, and nonmotorized travel – supporting our land use pattern while providing mobility for residents.

d. Natural systems protection: Respect the natural environment, including natural resource lands such as forests, wetlands, wildlife habitat, streams, and the Puget Sound – as well as the quality of our waters, land, and air. In addition, maintain a system of open space, trails, parks, and greenbelts providing opportunities to spend time outdoors and to learn about the environment.

e. Rural Character: Maintain the traditional appearance, economic, and ecological functions of Kitsap's rural communities, to include the production and distribution of locally grown food.

f. An Efficient and Responsive Government: An efficient and responsive government that partners with citizens and other governmental entities to meet collective needs fairly; while supporting education, environmental protection, and human services.

Action:
A key strategy to accomplish this vision is to encourage future urban growth within incorporated Cities and unincorporated areas already characterized by urban growth, with existing and planned services and facilities. These actions strengthen our environmental and rural assets, focus public expenditures, and encourage concentrated development where appropriate.

How to read the Countywide Planning Policies
The policies within the Countywide Planning Policies (CPPs) have equal importance, and each one should be understood in the context of the entire document. The CPPs specify how directive a policy should be. Many of the policies utilize one of three different words to do this; shall, should, and may and are defined as follows:

• *"Shall"* means implementation of the policy is mandatory and imparts a higher degree of substantive direction than "should." "Shall" is used for policies that repeat State of Washington requirements or where the intent is to mandate action. However, "shall" cannot be used when it is largely a subjective determination of whether a policy's objective has been met.

• *"Should"* means implementation of the policy is expected, but its completion is not mandatory. The policy is directive with substantive meaning, although to a lesser degree than "shall" for two reasons. (1) "Should" policies recognize the policy might not be applicable or appropriate for all municipalities due to special circumstances. The decision to not implement a "should" policy is appropriate only if the implementation of the policy is either inappropriate or not feasible. (2) Some "should" policies are subjective; hence, it is not possible to demonstrate that a jurisdiction has implemented them.

• *"May"* means the actions described in the policy are either advisable or are allowed. "May" gives permission and implies a preference. Because "may" does not have a directive meaning, there is no expectation that the described action will be implemented.

Policies for Update and Ratification (UR):

UR-1 The Kitsap Countywide Planning Policies should be dynamic and regularly monitored for applicability and effectiveness.

a. The adopted Countywide Planning Policies should be reviewed through the Kitsap Regional Coordinating Council process before each required comprehensive plan update as required by RCW 36.70A.130. Policy revisions shall be reviewed for impacts according to the State Environmental Policy Act (SEPA), consistency with the Puget Sound Regional Council (PSRC) Multicounty Planning Policies (MPPs), and shall be consistent with the State Growth Management Act (GMA).

b. The County or a City may propose a policy amendment to the Countywide Planning Policies.

UR-2 Proposed amendments should be considered on a regular basis, and voting is subject to the Kitsap Regional Coordinating Council by-laws. The ratification process is outlined in Appendix A and includes, but is not limited, to the following steps.

a. Kitsap County shall take action to consider and adopt amendments or revisions to the Countywide Planning Policies following a recommendation from the Kitsap Regional Coordinating Council.

b. The Kitsap Regional Coordinating Council will strive for ratification by all Cities and Tribes during the 90 days following the Board of County Commissioners' adoption of its subject ordinance. The adopted CPP will become effective upon ratification by three or more Cities in Kitsap County.

c. A City or Tribal council that does not ratify the revised Countywide Planning Policies within 90 days of the Board of County Commissioners' adoption of its subject ordinance shall provide a written statement of its objections to the Kitsap Regional Coordinating Council in order to facilitate further review. (See Appendix A for process flow chart).

d. Once the ratified revisions to the Countywide Planning Policies take effect, a city or the

Governor's office may appeal the revisions to the Growth Management Hearings Board within a further 60-day period.

UR-3 Proposed amendments to Appendices and voting are subject to the Kitsap Regional Coordinating Council by-laws.

a. Proposed amendments to Appendices shall follow the process outlined in Appendix A and be subject to approval per the Kitsap Regional Coordinating Council by-laws and adoption by Kitsap County. Upon County adoption, the updated appendices shall be in effect.

Element A. Countywide Growth Pattern (CW)



Element A. Countywide Growth Pattern (CW)

The vision for the future of Kitsap County "seeks to maintain and enhance the quality of life that makes our County a special place to live and work. Envision a future in which our natural systems are protected; the water quality in our lakes, streams and Puget Sound are enhanced; the village character of some of our smaller towns is preserved; the historical nature of our communities is respected in order to preserve our heritage for future generations; a diversified economic base that supports good jobs, contributes to healthy downtowns in our Cities and affordable housing choices; the rural appearance of our county is perpetuated."

This vision of the future, shared by citizens and elected officials, includes the following elements:

a. Livable urban communities and neighborhoods, centers for employment, civic activities, housing:

   - Attractive, well-designed, bike/pedestrian-friendly and livable urban communities, enhanced by preserved historic properties and neighborhoods that are supported by efficient and high-quality services and facilities and provide a range of housing choices.
   - Healthy Cities that are the region's centers for employment, affordable housing choices, and civic and cultural activities.

b. Vital diversified economy: An economy that provides training, education, and living-wage jobs for residents, supported by adequate buildable land for a range of employment uses and that encourages accomplishment of local economic development goals.

c. Efficient multi-modal transportation system: Creation of an efficient, clean, and sustainable multi- modal transportation system – including roads and highways, public transportation, ferries, airports, and opportunities for non-motorized travel – that provides efficient access and mobility for county residents and supports our land use pattern.

d. Natural systems protection:

   - Protection and enhancement of the natural environment, including wetlands, streams, wildlife habitat, shorelines, water quality, air, climate, and natural resource lands.
   - Creation of a system of open space, trails, parks, and greenbelts that provide opportunities for recreation and that give structure and separation to urban areas.

e. Rural character: Maintenance of the traditional character, appearance, economic and ecological functions, and lifestyles of Kitsap County's rural communities and areas to include the production and distribution of locally grown food.

f. Responsive Government: An efficient and responsive government that works in partnership with citizens, governmental entities, and Tribes to meet collective needs fairly; and that supports education, environmental protection, and human services.

A key strategy to accomplish this vision is the intention to encourage future urban growth in areas within incorporated Cities and in unincorporated areas that are already characterized by urban growth with existing and planned services and facilities. These actions will work to strengthen our natural environment and rural character, and are geared to reduce taxpayer costs by focusing the

expenditure of public funds, encouraging concentrated development where appropriate, and increasing our choices for housing and jobs."

Balancing historical patterns of growth with a preferred vision of the future and legal requirements is an ongoing challenge. Tradeoffs must be made to balance the costs with the gains; flexibility is necessary to adapt to changing conditions. These policies are intended to reflect the long-term goals of the people living, working and doing business here.

The policies in this chapter are focused on the important role of both urban and rural areas in Kitsap County as growth occurs. In addition, the policies outline how the KRCC member jurisdictions will work together to achieve common goals regarding the countywide growth pattern.

Policies for Countywide Growth Pattern (CW):

CW-1 Roles of Cities and unincorporated Urban Growth Areas/Urban Communities (UGAs):

a. The primary role of Kitsap Cities and unincorporated UGAs is to encourage growth, through new development, re-development, and in-fill. (See Appendix B for current and projected population distribution.) Population growth should be directed to Cities, Urban Growth Areas, and Centers with a transportation system that connects people with jobs and housing.

b. Each of Kitsap's Cities and unincorporated UGAs should maintain and enhance its unique vision as a high-quality place to live and work through urban design, historic preservation, and arts that improve the natural and human-made environments; promote healthy lifestyles; contribute to a prosperous economy; and increase the region's resiliency in adapting to changes or adverse events.

c. For unincorporated UGAs, support annexation or incorporation into Cities.

CW-2 Role of rural and resource lands:

a. Keep the regional vision in mind when making local decisions.

b. Maintain/enhance natural systems and rural character.

c. Include a variety of low-density rural centers and uses.

CW-3 The Kitsap Regional Coordinating Council member jurisdictions should:

a. Make decisions together when needed.

b. Coordinate and cooperate on land use policy, capital planning, infrastructure development, environmental issues, and cultural resource management/planning.

c. Work together to meet Buildable Lands program requirements in RCW 36.70A.215.

d. Develop a program for the Transfer of Development Rights to preserve lands with important public benefits.

e. Maintain/preserve distinct urban identities with green breaks, open space, or other natural features.

f. Promote tiering and/or phasing of infrastructure development within Urban Growth Areas.

g. Develop and implement land use policies, regulations, and incentives to promote the efficient use of urban areas.

h. Incorporate provisions addressing community health, equity, and displacement into appropriate regional, countywide, and local plans.

Element B. Urban Growth Areas (UGA)



Element B. Urban Growth Areas (UGA)

Urban Growth Areas encourage the location of urban density residential, commercial, and industrial developments where services can be most economically provided. The benefits of directing growth to designated urban areas include:

- Location of higher-density residential development within walking or bicycling distance of jobs, transit, schools and parks.
- Maximizing benefits of transportation and infrastructure investments.
- Limiting urban expansion into rural and resource lands.
- Promotion of in-fill or redevelopment of existing urban areas.
- Preservation of open space, critical areas. and lands designated for resource protection.
- Accommodation of employment growth in a concentrated pattern.
- Promotion of attractive residential neighborhoods and commercial districts that provide a sense of community.
- A harmonious relationship with regional planning as articulated by Vision 2050 and Transportation 2040, adopted by the Puget Sound Regional Council as the growth and transportation strategy for central Puget Sound.

The policies in this chapter are focused on Urban Growth Areas (or UGAs) and limited circumstances when urban growth may take place outside of Urban Growth Areas. They include policies directing how the County and Cities work together on Buildable Lands and Land Capacity efforts, the distribution of projected population and employment growth prior to updating comprehensive plans, and the process and criteria for expanding a UGA. Element B also outlines how the County and Cities coordinate growth within unincorporated UGAs prior to land being annexed into Cities, and includes policies focused on coordination for National Historic Towns and both Fully Contained Communities and Master Planned Resorts.

Policies for Urban Growth Areas (UGA):

UGA-1 Land Capacity (RCW 36.70A.115) & Review and Evaluation Program (Buildable Lands – RCW 36.70A.215):

Consistent with RCW 36.70A.115, the County and Cities shall ensure that, taken collectively, adoption of and amendments to their comprehensive plans and/or development regulations provide sufficient capacity of land suitable for development within their jurisdictions to accommodate their housing and employment growth (derived from population distribution), as adopted in the applicable Countywide Planning Policies.

a. The County and Cities shall maintain a Land Capacity Analysis Program using a consistent, agreed-upon methodology to estimate the land supply available to accommodate future residential, commercial, and industrial growth.

b. The County and Cities shall participate and work together to meet the Buildable Lands program requirements in order to monitor and evaluate the effectiveness of their respective Comprehensive Plans.

c. The County and Cities shall establish procedures for resolving disputes in collection and analysis of Land Capacity and Buildable Lands data. In the event that a resolution cannot be achieved, the Kitsap Regional Coordinating Council shall be a forum to review and, if possible, facilitate any disputes between parties.

UGA-2 If the Buildable Lands analysis shows that a jurisdiction's Comprehensive Plan growth goals are not being met, that jurisdiction shall implement reasonable measures to reduce the differences between growth and development assumptions and targets and actual development patterns. Each jurisdiction is responsible for implementing appropriate reasonable measures within its jurisdictional boundaries.

UGA-3 Process and criteria to ensure regional coordination when establishing, expanding, and adjusting Urban Growth Areas in Kitsap County:

a. Urban Growth Areas are areas "within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature" (RCW 36.70A.110(1)) except under specific circumstances, as fully contained communities and master planned resorts as authorized by the Growth Management Act.

b. Unincorporated Urban Growth Areas shall be associated with an existing or future city.

c. All Urban Growth Areas shall be reflected in County and respective City comprehensive plans.

d. Sufficient area/capacity must be included in the Urban Growth Areas to accommodate the adopted 20-year population distribution and countywide employment as adopted by the Kitsap Regional Coordinating Council.

e. To focus public and/or private investment where growth is desired, a jurisdiction may phase growth within its Urban Growth Area (RCW 36.70A.110(3)). Utility development and/or expansion may be phased to support efficient and cost-effective growth and to prioritize investments.

f. The County, City, or interested citizens may initiate an amendment to an existing Urban Growth Area through the Kitsap County annual comprehensive plan amendment process as authorized by the Growth Management Act. If a UGA amendment submitted to Kitsap County is associated with an incorporated City, the County shall coordinate with the respective City prior to finalizing its annual comprehensive plan docket, unless an alternative process is further outlined in an inter-local agreement between the City and the County. Unless otherwise noted in an inter-local agreement, the County has the discretion to determine their annual comprehensive plan docket consistent with their guiding procedural requirements.

g. Any expansion of a Urban Growth Area shall result in zoning that will ensure urban growth patterns and densities consistent with the Growth Management Act and be consistent with any inter-local agreement between the City and the County.

h. Urban Growth Area expansion shall not result in new areas being included for population or employment capacity that exceeds what is necessary to accommodate the growth management planning projections, plus a reasonable land market supply factor, or market factor. In determining this market factor, the County and Cities may consider local circumstances.

i. Expansion of Urban Growth Areas shall direct growth first to areas already characterized by urban growth that have adequate existing public facility and service capabilities to serve development; second to areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and services and any

additional needed public facilities and services that are provided; and third to areas that are adjacent to incorporated Cities or established Urban Growth Areas once the available land meeting the first or second priority has been designated. Areas which have existing public facilities or where public facilities can be reasonably extended and are not currently at urban densities should be considered first within this category.

j. An application for an expansion of a UGA shall include:

   i. Planning and zoning regulations currently in place.

   ii. An evaluation of how a full range of urban-level infrastructure and services would be provided within potential expansion areas, including appropriate capital facility analysis.

Fire	Storm Water	Solid Waste
Police	Potable Water	Park & Recreation Facilities
Transportation	Sewer	Schools

Utilities: Power and Telecommunications, including Broadband Emergency Medical Services

All service providers, including special districts and adjacent jurisdictions, should be included in the evaluation. Best available infrastructure technology may be used provided that it has been approved by the jurisdiction as part of a broader review of available technology.

   iii. Other factors should be addressed in evaluating areas for Urban Growth Area expansion, including but not limited to: environmental constraints; economic development; preservation of cultural, historical, and designated resource lands.

   iv. Analysis of how the application meets the requirements of WAC 365-196-310, RCW 36.70A.110, RCW 36.70A.115, and other requirements, as implemented through the County comprehensive plan docket application process.

k. The City and County shall conduct early and continuous public involvement when establishing, expanding, or adjusting Urban Growth Areas, and shall do so jointly when appropriate. Residents of unincorporated areas should be consulted and actively involved in the process affecting them.

UGA-4 Coordinated Growth Management in Urban Growth Areas:

a. Adopted City and County comprehensive plans shall reflect the intent that all land within unincorporated Urban Growth Areas will either annex to a city or incorporate within the 20-year planning horizon.

b. To maximize the efficient use of urban lands, subdivisions in Urban Growth Areas should be consistent with the associated jurisdiction's Comprehensive Plan and underlying zoning densities, or where applicable, interlocal agreement between the County and City.

c. Cities are the primary provider of municipal services and facilities in their Urban Growth Areas, responsible for demonstrating within their Comprehensive Plans the capacity to provide all urban services within their associated Urban Growth Area(s). This may be accomplished through a collaborative process with Kitsap County and/or other service providers.

d. The County and Cities should establish procedures to facilitate the smooth transfer of

governance for associated Urban Growth Area(s) through the adoption of interlocal agreements.

e. For Urban Growth Areas:

   i. The County should plan with associated Cities and local communities to address land uses, infrastructure needs, level-of-service standards as identified in these policies, and other issues as needed. The results should be reflected in the County Comprehensive Plan.

   ii. The County should provide a level of urban facilities and services consistent with the County's ability and appropriateness to provide such services for those Urban Growth Areas that will be associated with a specific City or that will eventually incorporate.

UGA-5 Policies for the distribution of 20-year population and employment growth:

a. The Kitsap Regional Coordinating Council shall coordinate the process for distributing the forecasted population and employment growth consistent with the requirements of the Growth Management Act and PSRC's most recent Regional Growth Strategy (RGS). Following receipt of KRCC's recommendation, Kitsap County shall adopt any revision to population or employment targets. The County and Cities, as part of their next Comprehensive Plan update, shall reflect those adopted growth targets in their Comprehensive Plan. The distribution process should consider countywide demographic analysis, the Land Capacity Analysis, the RGS, and the OFM projections, and it shall promote a countywide development pattern targeting over three quarters (76%) of new population growth to the designated Urban Growth Areas. The County and the Cities recognize that the success of this development pattern requires not only the rigorous support of Kitsap County in the rural areas, but also Cities' comprehensive plans being designed to attract substantial new population growth.

b. The RGS provides a framework for the Kitsap Regional Coordinating Council to consider as population growth is distributed. Population distributions should support the RGS while also recognizing countywide demographic information, jobs/housing balance, designated centers, transit service/access to high-capacity transit, and growth trends. In supporting the RGS, growth should be focused in metropolitan Cities (Bremerton and the Bremerton UGA), Core cities (Silverdale), and High Capacity Transit Communities (Bainbridge Island, Kingston, Port Orchard and Port Orchard UGA, and Poulsbo and Poulsbo UGA).

c. Population and employment targets will be reviewed through the Kitsap Regional Coordinating Council. The review will include an analysis of the Cities' and County's progress in achieving target distributions consistent with the Buildable Lands review and evaluation program. If the 76% UGA target mentioned above for new population growth and the overall population targets are met or exceeded, the target for new population will revert to five-sixths (83%), as per the revised County-wide Planning Policies adopted by Kitsap County Ordinance #258-01 on August 20, 2001. Otherwise, the target may be reaffirmed or explicitly modified.

d. The County and Cities should work together to develop an estimate and/or range of the additional population and employment that it could accommodate and service during the 20-year planning horizon, consistent with a vision for future community character. The estimate shall consider the need for increasing population density within the Urban Growth Areas to promote efficient service delivery, avoid sprawl, and preserve community

character.

e. The population and employment estimates and/or ranges shall be provided to the Kitsap Regional Coordinating Council, with a statement of need concerning adjusted Urban Growth Area boundaries.

f. The Kitsap Regional Coordinating Council, after conducting a public hearing, shall recommend the estimate and/or ranges of 20-year population and employment distribution to Kitsap County for adoption as an amendment to the Countywide Planning Policies.

g. Kitsap County should give substantial weight to the Kitsap Regional Coordinating Council's recommendation in adopting the 20-year population and employment distribution.

h. Following adoption of the estimates and/or ranges, each jurisdiction should update its comprehensive plan, to arrive at ~~a~~ final target consistent with the estimate and/or within the original range as adopted within Appendix B.

i. After each jurisdiction has completed its comprehensive plan update, the final adopted target should be compiled and reviewed through the Kitsap Regional Coordinating Council process and the revised population and employment distribution incorporated into the Countywide Planning Policies. A final distribution to Urban Growth Areas versus non-Urban Growth Areas within the range specified above should then be calculated.

UGA-6 Policies for Growth Outside of Urban Growth Areas: Fully Contained Communities, National Historic Towns and Master Planned Resorts.

a. A Master Plan review process and decision criteria for fully contained communities, national historic towns, and master planned resorts should be incorporated in the County's Comprehensive Plan, must reflect the standards and requirements in the GMA, and in addition must address the following:

   i. Provision of necessary public facilities, with adopted capital facility and level of service standards.

   ii. Future assessment of adverse impacts to public infrastructure, nearby communities, adjacent rural areas, environmental resources, and designated resource lands. Such impacts should first be avoided, second minimized, and third mitigated.

   iii. Provisions for review of such developments through the Kitsap Regional Coordinating Council process, in addition to other procedural requirements.

b. Consistent with guidance provided in Vision 2050, the Kitsap Regional Coordinating Council shall avoid the establishment of a Fully Contained Community (FCC). Only if it is found necessary to accommodate future urban population growth may the Kitsap Regional Coordinating Council recommend the creation of an FCC and a corresponding new community reserve population. Any such designation shall be fully consistent with all Countywide Planning Policies establishing new Urban Growth Areas (UGA-3 and UGA -5) and RCW 36.70A.350 (2), which, in part, requires that a new community reserve population be established no more than once every five years as a part of the designation or review of Urban Growth Areas and that the Urban Growth Areas shall be accordingly offset.

   In addition, the following shall be included in any County Comprehensive Plan

requirements governing FCCs:

i. A phasing plan that monitors and requires concurrent development of commercial and employment uses with residential development, to ensure that the community is fully contained.

ii. A mechanism to ensure that the timing of the development components will be fully regulated by the phasing plan.

iii. A substantial public benefit.

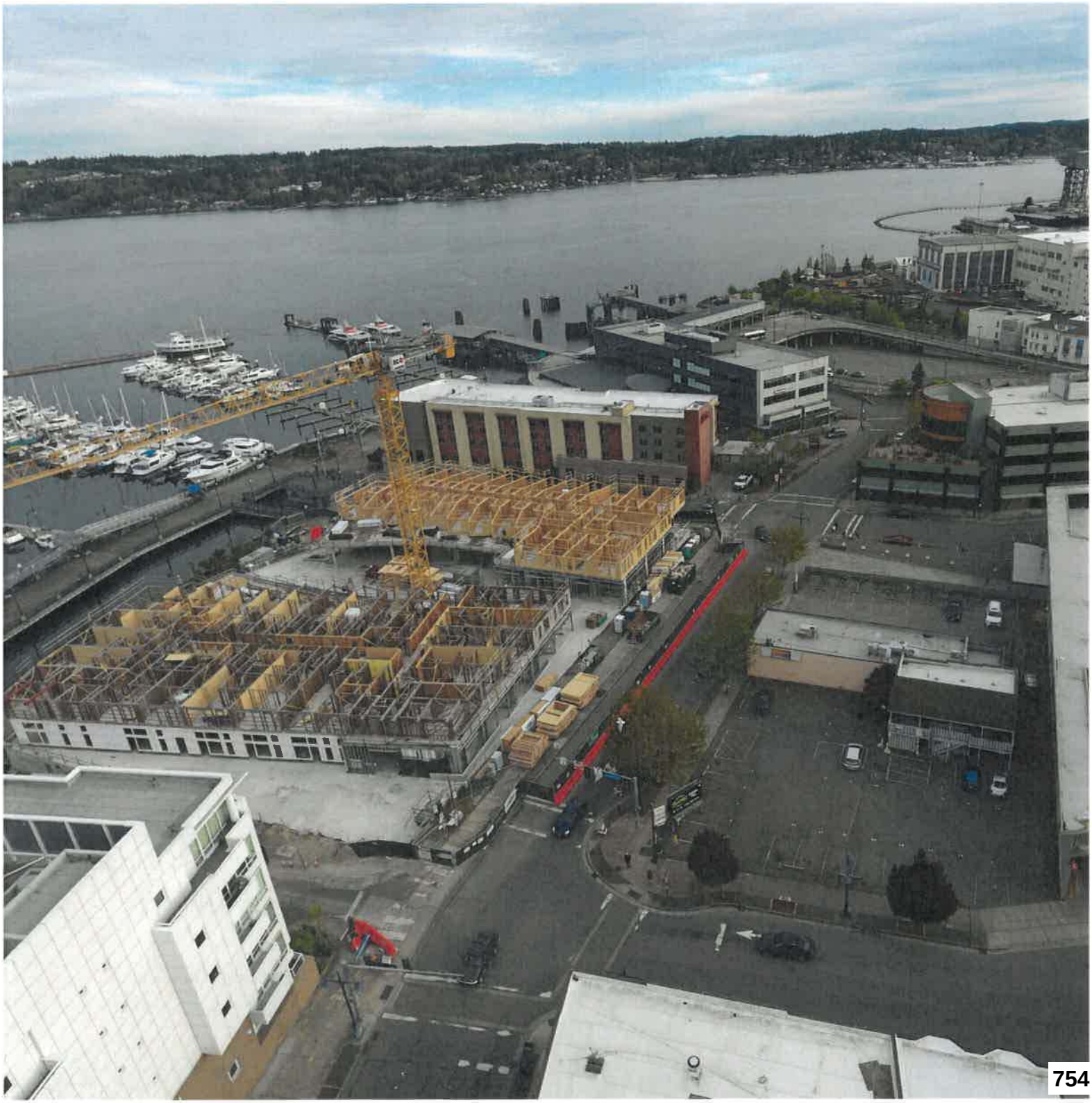
c. As Vision 2050 requires comprehensive review and consideration of the regional impacts of any proposed Fully Contained Community, the County shall forward the proposal to adjacent counties, the Puget Sound Regional Council, and the Kitsap Regional Coordinating Council for review at the earliest possible point in the process. The Kitsap Regional Coordinating Council shall review the proposal for regional impacts to the following:

i. The regional growth strategy as included in Vision 2050.

ii. The split in population growth between the countywide urban and rural areas.

iii. Other elements of the Countywide Planning Policies.

Element C. Centers of Growth (C)



Element C. Centers of Growth (C)

Centers are the hallmark of Puget Sound Regional Council's (PSRC) Regional Growth Strategy and Vision 2050. They guide regional growth allocations, advance local planning, inform transit service planning, and represent priority areas for PSRC federal transportation funding.

Growth in Centers has significant regional benefits, including supporting multi-modal transportation options, compact growth, and housing choices near jobs, climate goals, and access to opportunity. As important focal points for investment and development, Centers represent a crucial opportunity to support equitable access to affordable housing, services, health, quality transit service, and employment, as well as to build on the community assets currently present within centers.

Policies for Centers of Growth (C):

C-1 Centers are focal points of growth within Kitsap County. In decisions relating to population and employment growth and resource allocation supporting growth, Centers have a high priority.

C-2 The designation of Centers in Kitsap County shall be consistent with PSRC's 2018 Regional Centers Framework Update and according to the typology set forth in Appendix C.

C-3 A Center of Growth's purpose is to implement the PSRC Regional Growth Strategy embodied in Vision 2050 and the 2018 PSRC Regional Centers Framework Update.

d. Each incorporated City shall have at least one Center designation intended and sized to accommodate a concentration of the jurisdiction's growth target (residential and employment). Unincorporated Urban Growth Areas may have a Center designation.

e. The number of Center designations is determined by the jurisdiction as necessary to accommodate its growth target as demonstrated within its comprehensive plan and/or subarea plan.

C-4 Centers shall be identified within a local comprehensive plan and/or subarea plan, and establish its compliance and consistency with the PSRC 2018 Regional Centers Framework designation criteria and Appendix C. Use of PSRC Centers Plan tools, resources and checklists are encouraged to ensure compliance and consistency.

a. It is expected that the Centers identification within a local comprehensive plan or subarea plan occurs as part of a: 1) GMA required periodic update; 2) an updated PSRC growth target or GMA population forecast/allocation; 3) PRSC major plan update; 4) demonstrated need by jurisdiction to ensure consistency with PSRC Regional Growth Strategy, Vision 2050, and/or GMA; and/or 5) move from countywide to regional center designation.

b. The local comprehensive plan and/or subarea plan shall include:

   i. Formalized Center boundaries;

   ii. Demonstration of how the Center meets the criteria and requirements of the PSRC 2018 Regional Centers Framework and Appendix C (e.g., activity unit analysis, size, capacity, infrastructure analysis, multi-modal/transit considerations);

   iii. Identification of a growth target (residential and employment) the Center is planning for;

iv. If a subarea plan is not prepared, the comprehensive plan shall include a specific chapter or specific section(s) dedicated to the Center(s).

c. Center boundaries may expand and reconfigure over time but shall continue to meet the minimum criteria as set forth in PSRC 2018 Regional Centers Framework and Appendix C. Failure of a local jurisdiction's comprehensive plan and/or subarea plan to maintain a Center's designation and minimum criteria will result in its removal from Appendix D.

C-5 Countywide Planning Policies Center identification is set forth in Appendix D. The Center's type, jurisdiction, status, and designation process are also set forth in Appendix D.

Element D. Rural Land Uses and Development Patterns (R)



Element D. Rural Land Uses and Development Patterns (R)

Rural areas of Kitsap County are characterized as having a variety of parcel sizes, with a diversity of land use activities. These areas also contain significant amounts of complex natural systems. It is a high priority to preserve and enhance the rural character of these areas. Counties are responsible for designating and regulating rural areas through the comprehensive planning process. However, rural preservation is a regional issue, and it is important to coordinate these planning objectives with the Cities.

The policies in this chapter are focused on rural land uses and development patterns. These include policies focused on preserving the rural character and the natural environment and development patterns, including Rural Centers and Rural Communities; establishing and maintaining rural levels of service; and conserving and supporting small-scale natural resource land uses in the rural area.

Policies for Rural Land Uses and Development Patterns (R):

R-1 Preserving rural character and enhancing the natural environment.

a. Preserve the character of identified rural areas by protecting and enhancing the natural environment, open spaces, recreational opportunities, and scenic and historic areas. Support small-scale farming and working resource land, promote locally grown food, forestry, eco- and heritage-tourism. Support low-density residential living and cluster development that provides for a mix of housing types, rural levels of service, cultural activities, and employment that services the needs of rural areas at a size and scale that is compatible with long-term character, productivity, and use of these lands.

b. The County shall establish low intensities of development and uses in areas outside of Urban Growth Areas to preserve resource lands and protect rural areas from sprawling development.

c. This policy is not intended to preclude the future designation of Urban Growth Areas.

d. Manage and reduce rates of development in rural areas over time through continued and increased allocations of growth to Urban Growth Areas.

R-2 Preserving rural land use and development patterns:

a. Rural Centers are LAMIRDs that are identified in the County's Comprehensive Plan. These existing residential and commercial areas of more intensive rural development are designated in the Kitsap County Comprehensive Plan under RCW30.70A.070(5). In-fill, consistent with Growth Management Act requirements, is expected. Rural Centers should be served by transportation providers and other services consistent with the Levels of Service adopted by Kitsap County for roads and by service standards set by Kitsap Transit for transit service upon designation as an area of more intensive development.

b. Rural Centers are not Centers of Growth as designated in Element C and in Appendix C. It is recognized that transportation investment, which supports existing and in-fill development allowed under RCW36.70A.070(5), is important to the overall transportation network. Rural Centers include:
    a. Port Gamble

b. Suquamish
c. Keyport
d. Manchester
e. Type 3 LAMIRDs

c. Rural Communities are smaller developed areas with existing residential, commercial and/or industrial land uses where growth is not expected. These areas may include some LAMIRD characteristics but have not been found to meet the full set of LAMIRD criteria. They may include clear neighborhoods with limited services. Examples of such communities include, but are not limited to, Burley, Sunnyslope, Seabeck, Lake Symington, Indianola and Hansville.

R-3 Establishing and maintaining rural levels of service:

a. Rural level-of-service standards shall address sewage disposal, water, transportation and other appropriate services. The standards shall be developed based upon levels of service typically delivered in rural areas consistent with RCW 36.70A.030 (16).

a. For purpose of trip reduction, develop a range of alternative modes of transportation consistent with rural levels of service to connect Rural Communities with urban Centers.
b. When sewers need to be extended to solve isolated health, environmental, and sanitation problems, they shall be designed for limited access so as not to increase the development potential of the surrounding rural area.

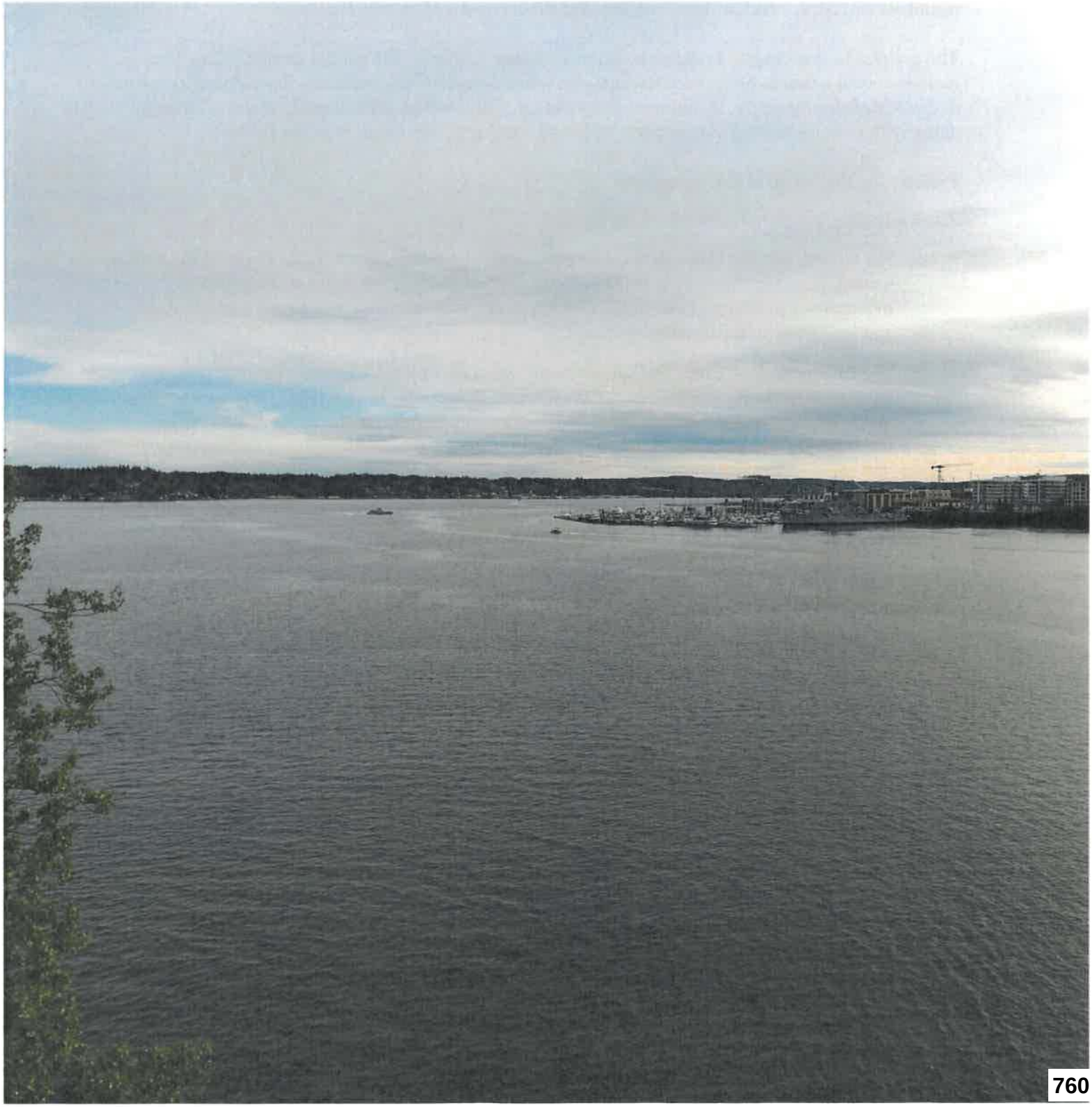
R-4 Conserving small-scale natural resource use in rural areas:

a. Rural land use designations in the County's Comprehensive Plan shall recognize ecological functions and support rural uses such as farming, forestry, mining, recreation, tourism, and other rural activities, and permit a variety of low-density residential uses that preserve rural character and ecological functions, and can be sustained by rural service levels.

b. The County's Comprehensive Plan policies shall promote clustering residential development and other techniques to protect and enhance significant open spaces, natural resources, cultural resources, and critical areas for more effective use of the land. Clustering should not increase residential housing units in the overall area designated as rural, consistent with designated rural densities. Development clusters shall be designed, scaled and sited in a manner consistent with rural character and the provision of rural levels of service.

c. The County's Comprehensive Plan policies shall support Rural Communities as locations of employment, a mix of housing types, and cultural activities for rural areas that primarily function as locations for service needs such as grocery stores, shopping, and community services, and small-scale cottage industries for the surrounding rural area.

Element E. Natural Environment (NE)



Element E. Natural Environment (NE)

The natural environment is defined as land area consisting of open space, natural systems, resource lands and critical areas. Critical areas include wetlands, wildlife conservation areas, steep slopes, frequently flooded areas and areas with a critical recharging effect. These lands also have aesthetic functions, such as view sheds of the water or ridgelines. Many of these natural systems are inter-connected and cross multi- jurisdictional boundaries within the County. The strategy is to conserve these areas and connect them to create a regional open space network to protect critical areas, conserve natural resources, and preserve lands and resources of countywide and local significance. The purpose of these strategies is to enhance the quality of countywide water, soil, and air resources and reduce and mitigate countywide effects on the changing climate.

The policies in this chapter focus on a variety of issues involving the natural environment. They include coordination to protect and create open space corridors, critical areas, listed species, and air and water quality/quantity. In addition, this element addresses watershed and land use planning, along with policies that address impacts to Kitsap resulting from changes to our climate.

Policies for the Natural Environment:

NE-1 Creating a regional network of open space:

a. The County and the Cities shall implement the Kitsap County Open Space Plan and the Kitsap County Non-Motorized Plan, which identify a countywide green space strategy that incorporates planning efforts of the County, Cities, state agencies, non-profit interest groups and land trusts in the County.

b. The County and the Cities shall preserve and enhance, through inter-jurisdictional planning, significant networks and linkages of open space, regional parks and public/ private recreation areas, wildlife habitats, critical areas and resource lands; historic and cultural landscapes; water bodies and trails.

c. The County and the Cities shall frame and separate urban areas by creating and preserving a permanent network of urban and rural open space, including parks, recreation areas, critical areas and resource lands.

d. The Kitsap County Open Space Plan should be reviewed for consistency, where appropriate, with the objectives of the Region Open Space Plan.

e. Planning and investment into parks and open space should consider the proximity of those amenities to urban areas and underserved communities.

f. Promote environmentally sustainable behaviors among community members through education and outreach.

g. Use mitigation or impact reduction requirements to support green infrastructure.

NE-2 Reduce impacts to vulnerable populations such as low-income communities, Black, Indigenous, and communities of color, people with disabilities, seniors, and communities that have been disproportionately affected by noise, air pollution, or other environmental impacts.

NE-3 The County and the Cities will conserve and enhance the County's natural resources, critical areas, water quality/quantity, and environmental amenities while planning for and accommodating sustainable growth by:

a. Protecting critical areas (wetlands, aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, steep slopes, and geologically hazardous areas). They should also consider other environmental amenities.

b. Establishing and implementing Best Management Practices to protect the long-term integrity of the natural environment, adjacent land use, and the productivity of resource lands.

c. Establishing procedures to preserve significant historic, archaeological, and cultural resources.

d. Encouraging the use of environmentally sensitive development practices to minimize the impacts of growth on the County's natural resource systems.

e. Protecting and enhancing the public health and safety and the environment for all residents, regardless of social or economic status, by reducing pollutants, as defined by WA State and federal law.

f. Working together to identify, protect, and restore networks of natural habitat areas and functions that cross jurisdictional boundaries.

g. Protecting and enhancing ecosystems that support Washington State's Priority Habitat and Species as identified by the Washington Department of Fish and Wildlife.

h. Incorporating and incentivizing anti-displacement tools and policies.

i. Ensuring accessibility of green spaces for people of all abilities and transportation methods.

j. Working together to preserve, restore, and reduce impacts on natural systems, including the Salish Sea, wildlife and salmon, and water quality of Kitsap County's watersheds and ecosystems.

NE-4 Protection of air quality is accomplished by reducing the levels of toxins, fine particles, and greenhouse gases released into the environment, especially through transportation activities.

a. The County and Cities, in their respective comprehensive plans, should include specific goals and policies to enhance air quality by reducing the release of toxins, fine particles, and greenhouse gases.

b. The County and Cities should adopt and implement purchasing policies/programs for vehicles/equipment that use clean efficient fuels.

NE-5 Protection of water quality and quantity is accomplished by reducing the amount of toxins and pathogens in our water supply.

a. The County and Cities should adopt policies in their Comprehensive Plans to reflect that surface and storm water and aquifer recharge areas should be treated as a resource.

b. The County and Cities should continue to be models for low-impact development and implement such programs whenever practical.

c. The County and Cities should develop and implement a program, as funding allows and where feasible, to retrofit infrastructure to current standards in surface and storm water management programs.

NE-6 Listed species recovery under the Endangered Species Act (ESA):

a. The County and the Cities shall preserve, protect, and where possible, restore the functions of natural habitat to support ESA-listed species, through the adoption of comprehensive plan policies, critical area ordinances, shoreline master programs, and other development regulations that seek to protect, maintain or restore aquatic ecosystems associated habitats and aquifer through the use of management zones, development regulations, incentives for voluntary efforts of private landowners and developers, land use classifications or designations, habitat acquisition programs or habitat restoration projects.

b. The County and the Cities shall provide incentive-based non-regulatory protection efforts, such as acquisition of priority habitats through fee-simple and conservation easements from willing sellers.

c. The County and the Cities shall jointly establish and implement monitoring and evaluation program to determine the effectiveness of restoration, enhancement, and recovery strategies for salmon, including ESA-listed species. Each jurisdiction shall apply an adaptive management strategy to determine how well the objectives of listed species recovery and critical habitat preservation/restoration are being achieved.

NE-7 Coordination of watershed and land use planning:

a. The County and the Cities shall participate in a planning program that determines changes in stream hydrology and water quality under different land use scenarios at full build-out of designated land use classifications.

b. The County and the Cities shall coordinate land use planning using watersheds or natural drainage basins to implement strategies for restoration of aquatic habitat and to reduce impacts to other natural systems and participate in efforts to improve the health of our waterways.

c. Kitsap County shall coordinate and maintain a regional database of best available science for the purpose of modifying Critical Areas Ordinances, if funding is available.

d. Upon adoption of a state classification system, the Cities and the County shall establish a single system for stream typing.

NE-8 Policies and actions to address climate change:

a. The County and the Cities should continue support to focus growth in urban areas, centers, and high-capacity transit areas located near transit options and proximity to jobs.

b. The County and the Cities should update land use regulations, where appropriate, to allow electric vehicle infrastructure and businesses that promote climate change goals consistent with state requirements.

c. The County and the Cities should establish and/or support programs to reduce greenhouse gas emissions and to increase energy conservation and alternative/clean energy among both public and private entities.

d. The County and the Cities should provide continued support for using natural systems to reduce carbon in the atmosphere by establishing programs and policies that maintain and

increase forests and vegetative cover.

e. The County and the Cities should plan for and consider impacts from climate change including sea-level rise, flooding, wildfire hazards, and urban heat on both existing and new development.

f. The County and the Cities should recognize state and regional targets to reduce greenhouse gas emissions as they update local plans and regulations.

Element F. Contiguous, Compatible, and Orderly Development (D)



Element F. Contiguous, Compatible, and Orderly Development (D)

Upon designation of Urban Growth Areas, the County and Cities will need to develop consistent implementation measures to ensure that development occurs in an orderly and contiguous manner. The intent of the following countywide planning policies is to minimize differences in urban development regulations and standards between the County and the Cities and to facilitate the economical provision of urban services to development.

Coordination between KRCC members is vital to ensure contiguous, compatible, and orderly development in the County. The policies in this chapter outline the purpose for and reasons why inter-jurisdictional planning is important at the federal, tribal, state, local, and special-purpose government and describe how that coordination will take place at the KRCC. In addition, these policies focus on specific topics where coordination is essential. This includes but is not limited to land use, transportation, infrastructure planning, and community design and development. Finally, these policies outline measures to address displacement as growth occurs in Kitsap County and to suggest how KRCC members can look at growth issues through an equity lens when important decisions are made.

Policies for Contiguous, Compatible, and Orderly Development:

D-1 Encouragement of cooperative inter-jurisdictional planning by federal, tribal, state, local, and special purpose government:

a. Inter-jurisdictional discussion, information exchange, and coordination of proposals shall be initiated as early and expeditiously as possible by the responsible agencies, to aid in the smooth transition of governance.

b. Initial inventories and analyses of utilities and public services information are critical to the planning process and shall be made available as early and expeditiously as possible by the responsible agencies.

c. The Kitsap Regional Coordinating Council may establish or designate on-going technical committee(s) comprised of representatives from utilities and service providers to investigate long-range regional needs for various facilities and services, including but not limited to those for transportation, sewer and storm drainage, availability and delivery of potable water, solid waste, broadband, parks and recreation, and open space.

d. The Countywide Planning Policies will further the implementation of Vision 2050 and Transportation 2040 as adopted by the Puget Sound Regional Council.

D-2 Inter-regional coordination of land use and transportation, environmental, and infrastructure planning:

a. The County and the Cities shall participate in the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization.

b. Locally-generated data shall be provided to the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization for use in their coordination of population forecasts, land use, and transportation.

c. The planning proposals of these regional organizations shall be monitored, and adjustments recommended to ensure that they accurately reflect local needs and plans.

d. Recognize and work with corridors that cross jurisdictional boundaries (including natural systems, and transportation and infrastructure systems) in community planning, development, and design.

D-3 Fiscal equity:

a. The County and the Cities shall work together to ensure that all fees associated with development approval are based upon the real cost of service and act to encourage development within designated Urban Growth Areas.

b. The Kitsap Regional Coordinating Council should facilitate ongoing regional discussion on revenue equity issues.

D-4 Community design and development: Strategies should promote orderly development that reflects the unique character of a community and encourages healthy lifestyles through building and site design and transportation connectivity. In addition, sustainable economic and environmental development techniques should be utilized to enhance the quality of life:

a. Utilize design strategies to ensure that changes in the built environment provide continuous and orderly development.

b. Encourage development that reflects unique local qualities and provides an economic benefit to the community.

c. Design mixed-use developments and local street patterns to improve the environment for overall mobility and accessibility to and within the development through multi-modal transportation options that serve all users.

d. Design transportation networks to fit within the context of the built and natural environment, enhancing the community, connectivity, and physical activity in the area community-wide and specifically in designated growth centers and high transit areas.

e. Design schools, institutions and public facilities to be compatible with the surrounding community character and needs.

f. Use sustainable building techniques (such as rehabilitation/re-use, LEED [Leadership in Energy & Environmental Design], Low Impact Development, energy-efficient fixtures, etc.) in the design and development of the built environment.

g. Support urban design, historic preservation, and arts to enhance quality of life.

h. Promote solar, wind, tidal, wave generation, and other renewable energy generation where appropriate to serve the community.

D-5 Equity: Services and access to opportunity for people of color, people with low incomes, and historically underserved communities is important. It ensures all people can attain the resources and opportunities to improve their quality of life. Policies focused on equity are contained throughout the Countywide Planning Policies.

a. Support PSRC in the development of a Regional Equity Strategy that will provide tools, resources, and guidance to integrate this issue into planning processes.

b. Planning for parks/open space, future growth, housing, transportation, public facilities, and services, and where uses are located, all have an impact on our community. As comprehensive plans are updated, the County and Cities should consider how these

decisions impact historically underserved communities and coordinate on ways to address for those impacts together.

D-6 Displacement: As the region continues to grow, population and employment growth is focused within our urban areas. As redevelopment takes place, however, there is a potential for physical, economic, and cultural displacement of low- income households that may result from planning, public investments, private redevelopment, and market pressures. As important planning, transportation, and redevelopment takes place:

a. The Counties and Cities should develop coordinated strategies and interjurisdictional processes between the County and cities to mitigate the impacts of displacement.

b. Counties and Cities should also implement flexible strategies that will encourage the development of a range of affordable housing, both public and private.

Element G. Public Capital Facilities and Essential Public Facilities (CF)



Element G. Public Capital Facilities and Essential Public Facilities (CF)

The Growth Management Act (GMA) requires that Countywide Planning Policies address siting public capital facilities of a countywide or statewide nature, including transportation facilities of statewide significance. The term capital facilities of countywide or statewide nature is not defined in state law but is synonymous with essential public facilities, which are defined in the GMA. Essential public facilities include facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, regional transit authority facilities, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities (RCW 36.70A.200). The policies in this chapter focus on areas where coordination is necessary for the siting of essential public facilities, including transportation facilities and services of statewide significance.

Each city and county is required to have a capital facilities plan. Capital facilities include, but are not limited to, water systems, sanitary sewer systems, stormwater facilities, reclaimed water facilities, schools, parks and recreational facilities, and police and fire protection facilities. PSRCs Multicounty Planning Policies (MPPs) have further refined these requirements to encourage the county and cities to coordinate planning efforts, especially where it would improve service to the public and protect the environment. This chapter provides public capital facility policies, which serve to implement PSRCs Multicounty Planning Policies (MPPs) and enhance coordination.

Policies for Public Capital Facilities (CF):

CF-1 Identification of needed capital facilities:

a. The County and the Cities shall each inventory their existing capital facilities and identify needed facility expansion and construction and provide that data to the Kitsap Regional Coordinating Council.

CF-2 Location of public capital facilities:

a. If the primary population served by the facility is urban, the facility should be located in a City or Urban Growth Area where feasible.

b. Public capital facilities that generate substantial travel demand should be located along or near major transportation corridors and existing public transportation routes.

c. Public capital facilities shall not be located in designated resource lands, critical areas, or other areas where siting of such facilities would be incompatible.

d. The design of capital facilities and utilities in rural areas should be at a size and scale appropriate to rural locations, so as not to increase development pressure.

CF-3 Some regionally significant public capital facilities may be located outside of Urban Growth Areas. Capital facilities located beyond Urban Growth Areas should be self-contained or be served by services in a manner that will not promote sprawl.

CF-4 Promote affordability and equitable access of public capital facilities to all communities, including those communities that have been historically underserviced.

CF- 5 Consider disproportionately burdened communities when siting or expanding capital facilities.

CF-6. Uses shall adhere to local health district or state agency rules regarding commercial and industrial use of on-site sewage systems.

CF-7. The multiple use of corridors for major utilities, trails, and transportation rights-of-way is encouraged.

CF-8. Support efforts to increase the resilience of public services, utilities, and infrastructure by preparing for disasters and other impacts and having a coordinated planning for system recovery.

CF-9. Site schools, institutions, and other community facilities that primarily serve urban populations within the Urban Growth Area in locations where they will promote the local desired growth plans, except as provided for by RCW 36.70A.211.

Policies for Siting Essential Public Facilities, including transportation facilities and services of statewide significance.

CF-10. County and City comprehensive plans and development regulations shall not preclude the siting of essential public facilities.

CF-11. The County and Cities should collaborate with other public agencies and special districts to identify opportunities to co-locate facilities.

CF-12. The siting or expansion of essential public facilities should support protection of the environment and public health, including impacts upon historically marginalized populations and disproportionally burdened communities.

CF-13. A proposed essential public facility could impact another KRCC member organization. It is important that communication between KRCC members takes place when an essential public facility permit application is submitted. Therefore, the County or City processing an essential public facility permit application shall send notice to each KRCC member organization as part of the notice of application comment period. This will ensure there is time to communicate and coordinate early in the permit process.

CF-14 Air transportation facilities in Kitsap County:

a. The County and the Cities shall recognize the importance of airports as essential public facilities and preserve access to the air transportation system.

b. The County and the Cities shall ensure the safety of the community and airport users by providing compatible land use planning adjacent to airports, minimizing noise impacts, and coordinating the airport with ground access. Examples would include not encouraging or supporting higher residential densities, schools, or hospitals near airports or airport approach corridors.

c. The County and the Cities should clearly communicate the decision-making authority associated with the development of new facilities and modification of existing air transportation facilities, including the role of federal, state, county, and local regulators.

d. The County and Cities should establish and implement procedures for public engagement associated with the development of new airports or changes or expansions to existing airports, as mandated through existing federal and state laws.

e. Changes to air transportation facilities should align with the Port of Bremerton's adopted master plan.

f. The County and Cities are encouraged to coordinate when updates to regulations are being considered.

CF-15 Transportation facilities and services of statewide significance.

a. Jurisdictions, transit agencies, and the Washington State Department of Transportation impacted by transportation facilities or services of statewide significance as defined in RCW 47.06.140 should cooperate in the planning, maintenance, and improvements of the facilities.

Element H.
Transportation (T)



Element H. Transportation (T)

The Growth Management Act requires that transportation planning be coordinated with the land use elements of local comprehensive plans as well as among local and state jurisdictions. In addition, transportation policies should be consistent with the policies contained within PSRC's Transportation and Vision plans. Coordination of land use and transportation plans will allow Kitsap County and the Cities to meet three inter-related transportation goals:

- Reduce sprawl, conserve land and make more efficient use of infrastructure.
- Preserve air and water quality, the natural environment, and address impacts contributing to climate change.
- Provide a balanced system for the efficient, clean, safe movement of people, goods, and services within Kitsap County and the larger Puget Sound region.

The intent of the following policies is to define appropriate methods and strategies to achieve these goals through inter-regional and intra-regional coordination among transportation and land use planning agencies.

For the purpose of this Policy, the following transportation facilities are of countywide significance:

a. state and federal highways;
b. principle arterials;
c. public transit facilities and services;
d. non-motorized facilities that provide inter-county transportation connections;
e. marine transportation facilities (ferries, shipping);
f. airports (passenger and/or freight); and
g. rail facilities (passenger and/or freight).

The following facilities and system components should be included in the multi-modal network:

a. roads, including major highways, arterials and collectors; public transit, including bus, rail, and park & ride lots;
c. non-motorized facilities;
d. vehicle and public or private passenger-only ferries;
e. airports;
f. parking facilities that support the multi-modal network;
g. facilities related to implementation of transportation demand management strategies; and
h. intelligent transportation systems (ITS).

Policies for Transportation (T):

T-1 Strategies to optimize and manage the safe use of transportation facilities and services:

a. The County and the Cities shall each emphasize the maintenance and preservation of their existing transportation network.

b. Through the regular update of the Transportation Element of their Comprehensive Plan, the County and the Cities should each identify Level of Service (LOS) and prioritize operational and safety deficiencies, with the goal of achieving zero deaths and serious injuries.

c. The County and the Cities should utilize Transportation System Management strategies such as parking restrictions, traffic signal coordination, transit queue jumps (traffic signal modification equipment that allows buses to move ahead of other vehicles), opti-com system's ramp metering, development of non-motorized transportation facilities, traffic calming devices, and real-time sensor adjustments for traffic signals.

d. The County and the Cities should develop and implement access management regulations that provide standards for driveway spacing and delineation, and encourage the joint use of access points where practical.

e. The County and the Cities should actively seek opportunities to share facilities, expertise, and transportation resources, such as multiple-use park & ride/parking lots or shared traffic signal maintenance responsibility.

T-2 Reducing the rate of growth in auto traffic, including the number of vehicle trips, the number of miles traveled, and the length of vehicle trips taken, for both commute and non-commute trips:

a. Jurisdictions and agencies shall provide both infra-structure and policy incentives to increase the use of non- SOV modes of travel.

   i. The range of infrastructure incentives to encourage the use of non-SOV modes of travel could include the following:

      - Provide public transit, including preferential treatments for transit, such as queue by-pass lanes (dedicated bus lanes that allow for transit queue jumps), traffic signal modifications, and safe transit stops.

      - Provide integrated transfer points to facilitate seamless trips between transit and other modes of travel, particularly at ferry terminals, including park & ride lots, bike storage facilities, carpool/vanpool and transit advantages to ease ingress/ egress, with proximity to actual connection points, and innovative transit-oriented development.

      - Provide bicycle and pedestrian facilities, including safe neighborhood walking and biking routes to school.

      - During the development of all state highway capacity improvement projects, consider the demand for non-SOV travel and the addition of High Occupancy Vehicle (HOV) lanes, park & ride lots, and appropriate infrastructure for both bicycling and walking.

   ii. The range of policy incentives to encourage the use of non-SOV modes of travel could include, but is not limited to the following:

      - Increased emphasis on the Commute Trip Reduction Program already in place (including ridesharing incentives), with Kitsap Transit designated as the lead agency, including program promotion and monitoring.

      - Managed parking demand at ferry terminals, employment, and retail centers to discourage SOV use through privileged parking for HOV users, fee structure and parking space allocations.

      - Encouraging telecommuting, flexible, and compressed work schedules, and home-

based businesses as a viable work alternative.

- Encouraging the shift of work and non-work trips to off-peak travel hours.
- Congestion pricing.
- Auto-restricted zones.
- Promotion of driver awareness through educational efforts.

b. The County and the Cities shall develop complete streets standards that address bicycle and pedestrian facilities for the development of new streets and reconstruction of existing streets as appropriate, consistent with State law.

c. In Designated Centers, the jurisdictions should complete missing vehicular and non-motorized links without compromising safety standards.

d. The County and the Cities shall develop bicycle and pedestrian plans, which should be coordinated across jurisdictional boundaries with particular consideration to providing safe routes for children to walk and bike to school.

e. Kitsap Transit shall review and comment on development proposals, where appropriate, to facilitate convenient use and operation of appropriate transit services.

T-3 Environmental and human health impacts of transportation policies:

a. Transportation improvements shall be located and constructed to discourage/minimize adverse impacts on water quality, human health, safety, and other environmental features.

b. The County, Cities, and Kitsap Transit should consider programming capital improvements and transportation facilities designed to promote human health and alleviate and mitigate impacts on air quality, greenhouse gas emissions and energy consumption, such as: high-occupancy vehicle lanes; public transit; vanpool/ carpool facilities; electric and other low emission vehicles including buses; charging stations for all types of electric vehicles; bicycle and shared mobility options; and partnerships with the private sector.

c. The County and the Cities shall ensure environmental protection, water quality, and conformance with ESA requirements through best management practices throughout the life of the transportation facilities.

d. The County, the Cities, and Kitsap Transit should support Puget Sound Clean Air Agency public education about anti-pollution measures.

T-4 Recognizing that the County and the Cities each encompass a range of development and density patterns, each jurisdiction shall designate its Centers consistent with the criteria set forth in Element C of the Countywide Planning Policies. The following policies relate to planning guidelines to support efficient and equitable transit and pedestrian travel appropriate to each type of urban and rural development or re-development:

a. The County and the Cities shall each prepare development strategies for their Designated Centers that encourage focused mixed-use development and mixed-type housing to achieve densities and development patterns that support multi-modal transportation. Transportation plans and programs shall serve all users of all ages and abilities, address access to employment and education opportunities, and recognize and minimize negative impacts to people of color, people with low-incomes, and people with special transportation needs.

b. The County and the Cities should allow flexible, alternative, and emerging transportation modes.

c. The County and the Cities shall work with residents to understand their transportation needs. Analysis of transportation plans and programs shall include input from a diverse group of community members.

d. In Urban Growth Areas, comprehensive plans should promote pedestrian- and transit-oriented development that includes access to alternative transportation and, in the interest of safety and convenience, includes features, such as lighting, pedestrian buffers, sidewalks, and access enhancements for physically challenged individuals.

e. Rural Communities shall accommodate appropriate pedestrian/bicycle connections and transit service and facilities consistent with rural service standards in order to minimize vehicle trips.

f. Rural Communities shall accommodate appropriate pedestrian/bicycle connections and transit service and facilities consistent with rural services standards in order to minimize vehicle trips.

T-5 Transportation linkages between designated local, regional, and candidate Centers:

a. Regional corridors shall be designated for automobile, freight, transit, HOV facilities, rail, marine, bicycle, and pedestrian travel between designated Centers as part of the countywide transportation plan.

b. The transportation system linking designated Centers within the County should be transit-oriented, pedestrian and bicycle friendly.

T-6 Freight transportation:

a. The freight system in Kitsap County should be developed, expanded, and maintained to support the efficient and reliable movement of goods for local, regional, and international commerce.

b. The County and the Cities shall work to ensure that compatible land uses are applied along designated freight corridors; including, but not limited to, corridors for air, rail, road, and marine traffic.

c. The County and the Cities shall use appropriate roadway standards for designated freight corridors.

T-7 Transportation relationships with the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization:

a. The Countywide Planning Policies should be compatible with regional and state plans and policies.

b. The County and the Cities should actively participate in the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization (RTPO) to assure that transportation planning in the two regions is consistent and accurately reflects local needs related to identified regional system components.

T-8 Coordination of intra-county transportation planning efforts:

a. The Puget Sound Regional Council reviews Cities' and the County's comprehensive plans

for consistency of land use and transportation elements.

b. The County and the Cities shall address compatibility between land use and transportation facilities by:

   i. Not using new road improvements as the catalyst for land use intensification.

   ii. Managing access on new transportation facilities outside Urban Growth Areas.

   iii. Allowing phased development of improvements including acquiring right of way.

   iv. Using comprehensive plans and development regulations to ensure that development does not create demands exceeding the capacity of the transportation system, such as: density limits in areas outside of Urban Growth Areas; concurrency management and adequate public facility regulation; integrated multi-modal and non-motorized networks.

c. The County and the Cities shall work together in a coordinated, iterative process to periodically reassess whether regional land use and transportation goals can realistically be met. If transportation adequacy and concurrency cannot be met, the following actions should be considered:

   i. Adjust land use and/or level of service (LOS) standards and consider adopting multi-modal solutions.

   ii. Make full use of all feasible local option transportation revenues authorized but not yet implemented.

   iii. Work with Washington State Department of Transportation, Kitsap Transit, and the private sector to seek additional State transportation revenues, state and federal grants for infrastructure improvements, and local options to make system improvements necessary to accommodate projected population growth.

d. Adjacent jurisdictions in Kitsap County shall coordinate when assigning street classification and developing street standards.

e. Kitsap Regional Coordinating Council may establish a process for evaluating development impacts, including those that may affect neighboring jurisdictions within the county.

f. The Kitsap Regional Coordinating Council should work together to ensure that transportation planning, system management and improvements at local, regional, and state levels are coordinated, complementary, and consistent with adopted comprehensive land use plans.

T-9 Coordinated and consistent level of service standards:

a. The County and the Cities should develop comparable level of service standards among the County, Cities and the State of Washington for identified regional system components.

b. The County and the Cities shall adopt roadway LOS standards. Urban growth management agreements shall designate LOS standards. Jurisdictions should also expand LOS standards to address multimodal concurrency, including non-motorized modes of transportation.

c. The County and the Cities shall adopt transit LOS in the form of "Service Standards" that have been adopted by Kitsap Transit. The standards shall consider both the frequency of service and bus capacity.

d. Consistent with State law, the County and Cities shall recognize the Level of Service Standards for Highways of Statewide Significance, including principal arterial ferry routes, that have been adopted by the Washington State Department of Transportation, in their respective Comprehensive Plans.

e. For State highways and facilities of regional significance, the County and the Cities shall include the Level of Service Standards adopted for these routes by the Puget Sound Regional Council, the Peninsula RTPO, and the Washington State Department of Transportation, in their respective Comprehensive Plans.

f. On highways and streets which are subject to concurrency requirements, the County and the Cities shall each identify capacity deficiencies and either address them in terms of identified funding, adjustment to the LOS standard (as set by the local agency), placing restrictions on development, which could include modifications to permit applications, denial of permit applications, or a temporary moratorium on development.

g. On highways and streets which are subject to concurrency requirements, new development should not cause LOS to degrade to a level lower than the adopted standard, consistent with State law.

Element I. Housing (AH)



Element I. Housing (AH)

The Growth Management Act (GMA) requires cities and counties to encourage the availability of housing that is affordable for all income levels at a variety of housing densities. Local jurisdictions are also encouraged to preserve existing housing resources in their communities, and to provide an adequate supply of housing with good access to employment centers to support job creation and economic growth. (WAC 365.196.410)

VISION 2050 also takes a comprehensive approach to addressing the range of housing needs. GMA requirements and Vision policies are reflected in the Countywide Planning Policies.

Jobs-Housing Balance:

Jobs-housing balance refers to the relationship of housing supply and the job base. There are transportation implications in terms of improving accessibility between where jobs are located and where people live, as well as access to goods, services, and other amenities. Policies in Element C: Centers of Growth, Element F: Contiguous, Compatible and Orderly Development, and Element J:

Countywide Economic Development are all part of the County's overall approach to jobs-housing balance.

Best Practices in Housing:

The County and the Cities recognize the value of housing practices that preserve existing neighborhoods and communities, use land more efficiently, make services more economical, and meet the diverse needs of our county's changing demographics. The Community Design and Development Policies in Element F: Contiguous, Compatible and Orderly Development address key innovative practices and design principles for development and housing.

Affordable Housing:

Housing affordability refers to the balance (or imbalance) between household income and housing costs. Affordable housing is a major challenge in Kitsap County.

The following definitions relate to the Countywide Planning Policies: **Housing** shall mean housing intended for a full range of household incomes. These income levels are defined as follows (WAC 365.196.410 [2]-e-i-C):

- **Extremely low-income** shall mean those households that have incomes that are at or below 30% of the countywide median income.
- **Very low-income** shall mean those households that have incomes that are within the range of 31 - 50% of the countywide median income.
- **Low-income** shall mean those households that have incomes that are within the range of 51 - 80% of the countywide median income.
- **Moderate-income** shall mean those households that have incomes that are within the range 81-95% of the countywide median income.
- **Middle-income** shall mean those households that have incomes that are within the range of 96-120% of the countywide median income.
- **Upper-income** shall mean those households that have incomes above 120% of the countywide median income

Policies for Affordable Housing (AH):

AH-1 Coordinated process among County, Cities, and housing agencies for determining and fulfilling housing needs, and the equitable distribution of affordable housing at all income levels in Kitsap County:

a. The County and the Cities shall inventory the existing housing stock consistent with the Growth Management Act synchronized with County and Cities' respective Comprehensive Plan updates, and correlate with current population and economic conditions, past trends, and population and employment forecasts. Short and long-range housing needs, including rental and home ownership, should also be evaluated. Navy personnel housing policy should also be considered.

b. Local housing inventories, projections, and equitable distribution strategies should be compiled, updated, and monitored.

c. The County and the Cities should each identify specific policies and implementation strategies in their Comprehensive Plans and should enact implementing regulations to provide a mix of housing types for housing at all income levels, including easy access to employment centers.

d. The County and the Cities shall incorporate a regular review of public health, safety, and development and environmental regulations pertaining to housing implementation strategies to assure that:

    i. protection of the public health and safety remains the primary purpose for housing standards; and
    ii. regulations are streamlined and flexible to minimize additional costs to housing.

AH-2 Recognizing that the marketplace makes adequate provision for those in the upper economic brackets, each jurisdiction shall develop some flexible combination of appropriately zoned land, regulatory incentives, financial subsidies, and/or innovative planning techniques to make adequate provisions for the needs of middle and lower income persons.

a. Where possible, expand areas zoned for moderate density ("missing middle") housing to bridge the gap between single-family and more intensive multifamily development.

b. Incentivize a range of housing types, including transitional housing and supportive housing.

AH-3 Recognizing the percentage share of the existing and forecasted countywide population and housing stock, as well as the distribution of existing housing for those households below 80% countywide median income, the County and the Cities should develop coordinated strategies to disperse projected housing for those below 80% countywide median income throughout Kitsap County, where they are specifically found to be appropriate, in consideration of existing development patterns and densities. These strategies should promote the development of such housing in a dispersed pattern so as not to concentrate or geographically isolate low-income housing in a specific area or community.

AH-4 Provision of affordable housing for households below 80% countywide median income should be focused within cities and unincorporated UGAs with easy access to transportation, employment, high opportunity areas, and other services.

a. Local comprehensive plan policies and development regulations that encourage and do not exclude affordable housing.

b. Housing strategies may include:

   i. preservation, rehabilitation, and redevelopment of existing neighborhoods as appropriate, including programs to rehabilitate and/or energy retro-fit substandard housing.

   ii. provision for a range of housing types such as multi-family, single family, duplexes, accessory dwelling units, and manufactured housing on individual lots and in manufactured housing parks.

   iii. housing design and siting compatible with surrounding neighborhoods.

   iv. mechanisms to help people purchase their own housing, such as low interest loan programs, "self-help" housing, and consumer education.

   v. innovative regulatory strategies that provide incentives for the development of such housing, such as: reducing housing cost by subsidizing utility hook-up fees and rates, impact fees, and permit processing fees; density incentives; smaller lot sizes; zero lot line designs; inclusionary zoning techniques, such as requiring housing for specified income levels in new residential developments; transfers of development rights and/or a priority permit review and approval process and/or other provisions as appropriate.

c. Housing policies and programs that address the provision of diverse housing opportunities to accommodate people experiencing homelessness, older people, people who need physical or behavioral health supports, and other segments of the population that have special needs.

d. Participation with housing authorities to facilitate the production of such housing. The County and the Cities shall also recognize and support other public and private not-for-profit housing agencies. Supporting housing agencies is encouraged through public land donations, guarantees, suitable design standards, tax incentives, fee waivers, providing access to funding sources and support for funding applications, or other provisions as appropriate.

AH-5 The County and the Cities shall collaborate with PSRC to evaluate availability of appropriate housing types to serve future residents and changing demographics.

Protect existing low-income housing.

AH-6 Physical, economic, and cultural displacement of low-income households may result from planning, public investments, private redevelopment and market pressure. Should develop a range of strategies to mitigate displacement impacts as planning for future growth occurs.

Element J.
Countywide Economic Development (ED)



Element J. Countywide Economic Development (ED)

Growth Management Act requires that general economic development policies be identified in the Countywide Planning Policies. Consistent with the goals of the Act, economic development planning must be coordinated with local comprehensive plans. The intent of the following policies is to encourage coordinated economic growth among all jurisdictions in Kitsap County and to add predictability and certainty to the private investment decision.

Policies for Countywide Economic Development (ED):

ED-1 A general strategy for enhancing economic development and employment:

a. The County and the Cities recognize that a healthy economy is important to the health of residents and quality of life in the county. Economic development strategies should address with environmental concerns, promote equity and access to opportunity, minimize displacement impacts to existing businesses, recognize the importance of existing and emerging technologies, and protect the quality of life.

b. A healthy economy provides a spectrum of jobs including entry-level, living wage, and advanced wage earner employment that, raises family income levels and provides opportunities for diverse segments of the community.

c. The County and the Cities recognize that the economy in Kitsap County is very dependent on the U.S. Navy and diversification is necessary. Diversification should be promoted through a multi-faceted strategy that includes broadening the customer bases of existing contracting industries, expanding the number of local businesses that benefit from defense contracting, and building the base of business activity that is not directly connected to the Department of Defense.

d. The County and the Cities shall collaborate with ports, tribes, and other special districts to encourage economic growth and diversification that is consistent with comprehensive plans and policies for land use, transportation, public transit, regional water supply, capital facilities, urban governmental services and environmental quality.

e. Local governments are encouraged to utilize the Kitsap Economic Development Alliance (KEDA) as a resource to provide advice on economic development needs, the potential for retaining and expanding existing industries, including the U.S. Dept. of Defense, and attracting new industries, especially those that would improve wage and salary levels, increase the variety of job opportunities, and utilize the resident labor force.

f. The County and the Cities should cooperate / participate with the Puget Sound Regional Council's economic initiatives, including focus on identified industry clusters and clean industry and with the KEDA's adopted plan, Kitsap 20/20: A Strategy for Sustainable Economic Prosperity.

g. The County and the Cities recognize that widespread access to broadband capability will enhance economic development in Kitsap County. Local governments are encouraged to collaborate with the KEDA to promote the expansion of telecommunications in Kitsap County and to coordinate telecommunications policy with regional and federal agencies, including public utility districts, Bonneville Power Administration, regional transportation planning organizations, and neighboring counties.

h. Investments in our people, in particular, efforts of local educational institutions to provide, improve and expand vocational and post-secondary education programs, should be supported to assure a highly skilled, technically trained resident work force. Educational and training programs should be accessible to all and focus on skills that meet the current and forecast needs of the local, regional, and global economy.

ED-2 The role of government agencies in assuring coordinated, consistent efforts to promote economic vitality and equity throughout Kitsap County:

a. The County and the Cities shall promote Urban Growth Areas and existing industrial sites as centers for employment.

b. The County and the Cities shall encourage the full utilization/development of designated industrial and commercial areas. The County and the Cities shall promote revitalization within existing developed industrial and commercial areas to take advantage of the significant investments in existing buildings and infrastructure.

c. The County and the Cities shall cooperate with tribes, ports, and other special districts to identify the capital facility needs to support economic development and should identify necessary funding sources.

d. The County and the Cities shall collaborate with tribes, ports, and other special districts to identify innovative development methods such as public and private partnerships and community development assistance financing to increase economic vitality.

e. The County, Cities and KEDA shall collaborate to identify opportunities that favor local suppliers for goods and services.

ED-3 The Kitsap Regional Coordinating Council shall coordinate the development of land supply monitoring methods, common infrastructure policy and standards, and other strategies among the County, the Cities, Tribes, Ports, and other special districts to encourage economic development in Kitsap County:

a. The County and the Cities shall each establish and monitor a development review process that is timely, predictable, efficient, fair, and consistent.

b. Where more than one jurisdiction is involved in planning and permitting a business development, the jurisdictions shall work collaboratively to provide consistent development regulations and permitting.

c. The County and the Cities shall encourage small business enterprises and cottage industries, and women- and minority-owned businesses, and allow appropriate and traditional home occupations as permitted by local regulations.

ED-4. Foster appropriate and targeted economic growth in distressed areas with low and very low access to opportunity to improve access and create economic opportunity for current and future residents of these areas.

Element K. An Analysis of the Fiscal Impact (FI)



Element K. An Analysis of the Fiscal Impact (FI)

To preserve and maintain the community's quality of life and level of government services, jurisdictions are expected to fully evaluate their financial capacity to provide the full range of urban services (as described in Element B – 3[j]) within designated Urban Growth Areas. The policies in this chapter focus on identifying opportunities for coordination that would have a positive fiscal impact, especially for infrastructure projects and service delivery.

Policies for Analysis of Fiscal Impact (FI):

FI-1 The Countywide Planning Policies recognize three opportunities for jurisdictions to consider and plan for urban-level infrastructure and services:

a. During each jurisdiction's comprehensive plan amendments, through the Capital Facilities Plan, including sub-area plans, Urban Growth Area boundary changes, incorporations, partial dis-incorporations, proposed new fully contained communities and master planned resorts.

b. At the point where a jurisdiction is comparing and analyzing geographic areas for possible expansion of its Urban Growth Area (as described in Element B – 3[j]).

c. As part of the development of the Urban Growth Area Management Agreement (see Element B-4 [d] and Appendix C).

These analyses and plans should identify infrastructure and service costs as well as the anticipated revenues, including their sources, to support them. As part of these considerations, jurisdictions should review their financial analyses and plans to confirm their assumptions are achieving the desired effects.

FI-2 Special districts should be included in planning for the provision of urban level services in Urban Growth Areas and should include future population growth in their plans.

FI-3 The Kitsap Regional Coordinating Council shall facilitate ongoing regional discussion of infrastructure and service delivery strategies (see Element F-1 [c]) and revenue equity issues (see Element F-3 [c]).

Element L. Coordination with Tribal Governments (CT)



Element L.Coordination with Tribal Governments (CT)

The Suquamish Tribe, the Port Gamble S'Klallam Tribe, and other federally recognized Indian Tribes have reservations and/or trust resources within Kitsap County. These Tribes are parties to treaties with the United States Government through which certain rights and privileges both on and off reservation were articulated and remain in effect. These Tribes have authorities, responsibilities, interests, and treaty rights within their respective reservation boundaries and Usual and Accustomed Areas. Since future growth and land use decisions in Kitsap County affect all governmental entities, governmental agencies must be well informed and continuously involved in regional and local planning.

Policies for Coordination with Tribal Governments (CT):

CT-1 Meaningful and substantial opportunities for early and continuous tribal government participation shall be incorporated into regional and local planning activities.

CT-2 Local jurisdictions should work with the tribes to develop agreements that provide for discussion on comprehensive planning issues among governments and ensure that the Tribes are consulted on issues within their interest. The parties will jointly determine the appropriate contents of the agreements and a schedule for completing them.

CT-3 Tribal governments, federal agencies, and county and local governments are encouraged to coordinate plans among and between governments and agencies to address substantive areas of mutual interest, especially where geographical areas overlay and promote complementary and cooperative efforts.

CT-4 City and County governments are encouraged to include Tribal governments in joint comprehensive planning and development activities for areas within the Tribes' Usual and Accustomed areas. Activities include but are not limited to the establishment and revision of urban growth boundaries, distribution of forecasted population; regional transportation, capital facility, housing and utility plans; and policies that may affect natural and/or cultural resources.

CT-5 All County, City, and Tribal government agencies shall be included in the normal public notice and comment procedures of other agencies and kept informed of matters of interest to them.

CT-6 The County, the Cities, and Tribal governmental agencies are encouraged to keep one another informed about matters of local and regional interest by mutually agreeable means and schedule.

Element M.
Coordination with Federal Government Including Navy (CF)



Element M. Coordination with Federal Government including Navy (CF)

The federal government has unique authorities, responsibilities, and interests affecting land use and other activities. Military installations are of particular importance to the economic health of Washington State, as well as to national security. Since the impacts of future growth and development in Kitsap County affect all governmental entities, governmental agencies must be well informed and continuously involved in regional and local planning. The policies in this element implement these important goals.

Policies for Coordination with Federal Government (CF):

CF-1 Meaningful and substantial opportunities for early and continuous federal government participation shall be incorporated into regional and local planning activities.

CF-2 It is recognized that constitutional and statutory provisions may constrain federal government agencies from entering into local agreements and processes. However, when possible, the County, the Cities, and federal governments should establish intergovernmental cooperative agreements promoting coordination and involvement in activities that are of mutual interest.

CF-3 Federal agencies and County and local governments are encouraged to coordinate plans among and between governments and agencies to make plans as consistent and compatible as possible for properties over which they have authority or activities they authorize and the adjacent areas affected.

CF-4 Federal government agencies are encouraged to participate in City, County, and joint comprehensive planning and development activities that may affect them, including the establishment and revision of Urban Growth Areas encompassing, adjacent to or within federally owned lands; distribution of forecasted population; regional transportation, capital facility, housing and utility plans; and policies that may affect natural and/or cultural resources of interest.

CF-5 The following policies relate to promoting coordination among the Cities, County, and the federal government including the Navy:

a. All jurisdictions should promote planning that considers the impact of new growth to avoid the potential for encroachment on military readiness activities as described below when developing zoning ordinances or designating land uses affecting military facilities. Each jurisdiction and the Navy should coordinate to identify the types of development and areas of interest to the Navy, method of notice, and opportunities for comment.

b. "Military readiness activities" mean all of the following:
    i. Training, support, and operations that prepare the men and women of the military and Naval ships and submarines for combat.
    ii. Operation, maintenance, and security of any military installation.
    iii. Testing of military equipment, vehicles, weapons, and sensors for proper operation or suitability for combat use.

c. "Impacts" include but are not limited to:
    i. Aircraft, boat, and rail traffic.
    ii. Incompatible adjacent land uses.

d. Through the Kitsap Regional Coordinating Council, jurisdictions should monitor issues that arise in implementing these policies, and should identify areas for improved coordination.

CF-6 All County, City, and federal governmental agencies shall be included in the normal public notice and comment procedures of other agencies and kept informed of matters of interest to them. (RCW 36.70A.530).

CF-7 The County, the Cities, and federal governmental agencies are encouraged to keep one another informed of matters of local and regional interest by mutually agreeable means and schedule.

Element N. Roles and Responsibilities (RR)



Element N. Roles and Responsibilities (RR)

The County, Cities, Tribal governments, and special districts are all involved in planning activities related to their statutory authority and responsibility. In addition to the responsibilities defined in previous countywide planning policies, this section further clarifies the planning roles and responsibilities of the Kitsap Regional Coordinating Council and member agencies.

Policies for Roles and Responsibilities (RR):

RR-1 The KITSAP REGIONAL COORDINATING COUNCIL was established by interlocal agreement (see Appendix E) to assure coordination, consensus, consistency, and compliance in the implementation of the Growth Management Act and comprehensive planning by County, City and Tribal governments within Kitsap County. The Kitsap Regional Coordinating Council provides a voice for all jurisdictions and an opportunity for citizens and stakeholders to provide input to planning policies to be applied countywide. The interlocal agreement adopted by the County, the Cities, and the Tribal governments declared that the Kitsap Regional Coordinating Council is necessary to maintain a regular intergovernmental communication network for all local and Tribal governments within the county, facilitate compliance with the coordination and consistency requirements of the Growth Management Act, provide an effective vehicle to resolve conflict among and/or between jurisdictions with respect to urban growth boundaries or comprehensive plan consistency, and to build consensus on planning solutions for countywide growth management issues. The Kitsap Regional Coordinating Council shall:

a. Submit agreed-upon recommendations on behalf of member jurisdictions to multi-county regional agencies and State government on proposed changes to multi-county regional plans, State plans, and laws.

b. Provide a forum, as necessary, for achieving coordination in the development of local plans and resolving planning and plan implementation issues that are common among jurisdictions.

c. Promote coordination and consistency among local plans and between local plans and the Countywide Planning Policies and the Growth Management Act to the extent necessary to achieve regional policies and objectives.

d. Serve as a forum to amicably work together and resolve differences when they occur on important issues impacting Kitsap County.

e. Promote coordination of educational programs and the dissemination of planning-related information of regional interest.

f. Coordinate the review, revision, and monitoring of the Buildable Lands Report, Land Capacity Analysis that aids in developing comprehensive plans, and Countywide Planning Policies.

g. Apply for grants and administer contracts relative to regional tasks and plans.

h. Conduct the region-wide growth management planning consistent with these policies.

i. Initiate and coordinate the development of other regional planning policies and implementation mechanisms that may improve the effectiveness of the comprehensive planning process.

j. Define and implement procedures that assure opportunities for early and continuous public involvement in policy discussions facilitated by the Kitsap Regional Coordinating Council.

RR-2 KITSAP COUNTY is the regional government within the County boundaries providing various services within unincorporated and incorporated areas as required and specified by law and by legal agreements. Kitsap County shall:

a. Be responsible for the development, adoption, and implementation of comprehensive plans and development regulations and the processing of land use permits for the unincorporated portions of the County.

b. Be responsible for coordinating water quality planning in multi-jurisdictional watersheds and for other environmental planning activities as agreed to by all affected and interested jurisdictions.

c. Be responsible for coordinating the response on the listing for the federal Endangered Species Act in multi-jurisdictional watersheds as agreed by all affected and interested jurisdictions.

d. Be responsible for being a regional sewer provider to the unincorporated areas of Kitsap County as needed to improve water quality consistent with levels of service outlined in the County Comprehensive Plan.

e. Maintain a geographic information system to serve as a regional planning database.

f. Execute Urban Growth Area Management Agreements with each City to address joint issues identified in the Countywide Planning Policies and other matters agreed to be of mutual interest.

g. Define and implement procedures that assure opportunities for early and continuous public involvement throughout short- and long-range planning projects.

RR-3 Cities within Kitsap County provide a variety of services primarily to residents within their respective municipal boundaries. Cities shall:

a. Provide urban governmental services identified in the Growth Management Act (Chapter 36.70A RCW) and adopted urban growth management agreements.

b. Be responsible for developing, adopting, and implementing comprehensive plans and development regulations and processing land use permits within the incorporated portion of the respective City.

c. Participate with other agencies in multi-jurisdictional planning activities, including but not limited to environmental planning, e.g., water quality planning and coordinating the response on the listing for the Federal Endangered Species Act in multi-jurisdictional watersheds transportation planning, and growth management strategies.

d. Execute a separate Urban Growth Area Management Agreement with Kitsap County to address joint issues identified in the Countywide Planning Policies and other matters agreed to be of mutual interest.

e. Define and implement procedures that assure opportunities for early and continuous public involvement throughout short and long range planning projects.

RR-4 SPECIAL DISTRICTS are governmental subdivisions of the county that are usually established to provide a defined scope of services. Special districts shall:

a. Be responsible for service provision, capital facility planning and other activities as authorized by law and legal agreements.

b. Coordinate capital planning and implementation strategies with local governments to assure consistency with comprehensive plan policies, the Countywide Planning Policies, and the WA State Growth Management Act.

c. Participate in service provision identification required in each urban growth management agreement.

d. Coordinate with other agencies as appropriate in multi-jurisdictional planning activities;

e. Provide technical assistance as appropriate to assist local governments in comprehensive plan development, adoption, and implementation.

f. Encourage cooperative agreements and consolidate when possible to formalize participation in local and regional processes.

g. Define and implement procedures that assure opportunities for early and continuous public involvement throughout short and long-range planning projects.

h. Site and size facilities consistent with local plans.

RR-5 The County and Cities shall coordinate with the County Department of Emergency Management to ensure the integrity of the National Incident Management system and coordinated response in the event of disasters and other emergencies.

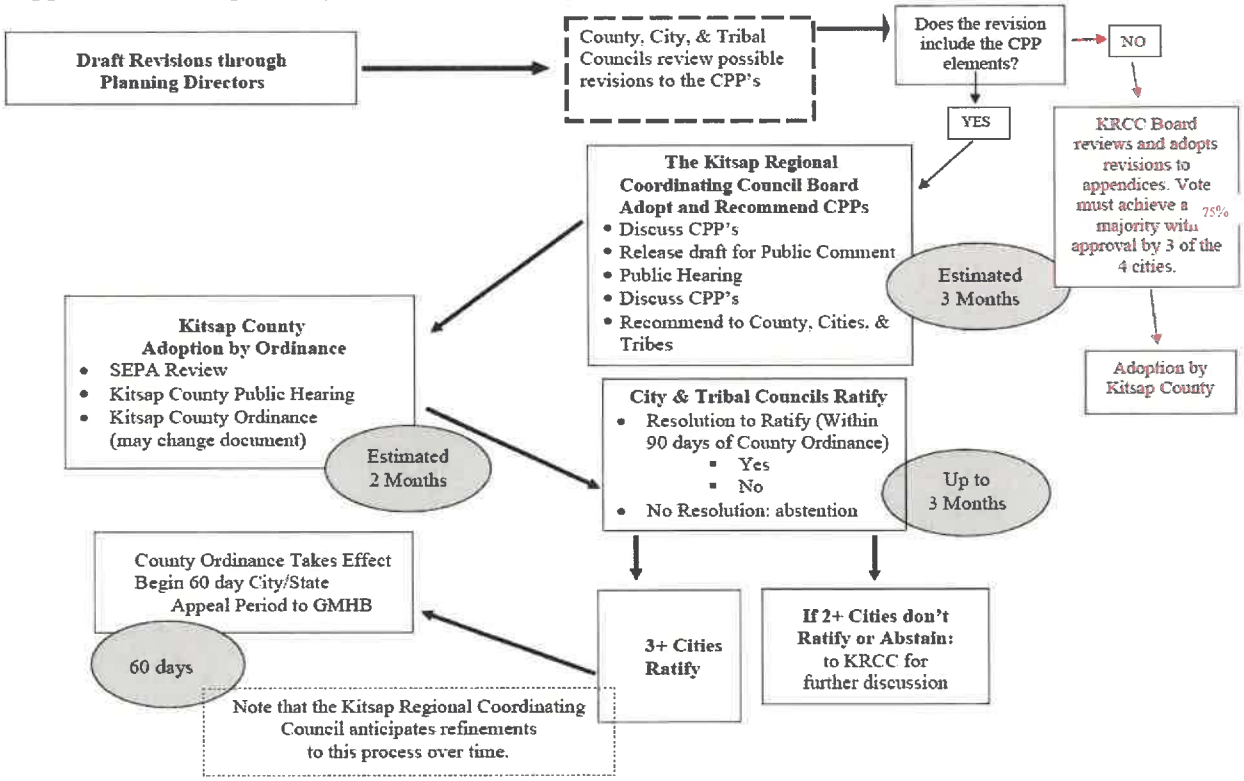
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Appendices A-E



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Appendix A: Kitsap Countywide Planning Policy Ratification Process (4-21-21 proposed changes)



Appendix A
Adopted by Kitsap County Ordinance 509-2013
Nov. 25, 2013
Packet Pg. 33

Adopted by Kitsap County Ordinance X

X, 2021

Appendix B -1 : Population Distribution Through 2036

Jurisdiction	Census as 2010 [1]	Population Growth [2]	2036 Targets [3]
City of Bremerton	37,729	14,288	52,017
Bremerton UGA	9,082	4,013	13,095
Total Bremerton	46,811	18,301	65,112
City of Bain bridge Island	23,025	5,635	28,660
City of Port Orchard	12,323	8,235	20,558
Port Orchard UGA	15,044	6,235	21,279
Total Port Orchard	27,367	14,470	41,837
City of Poulsbo	9,222	1,330	10,552
Poulsbo UGA	478	3,778	4,256
Total Poulsbo	9,700	5,108	14,808
Central Kitsap UGA	22,712	[illegible]	30,476
		6,764	**29,476**
Silverdale UGA	[illegible]		23,335
	15,556	**8,779**	**24,335**
Kingston UGA	2,074	2,932	5,006
UGA (Includes Cities) To tal	145,434	[illegible]	209,234
	147,245	**61,989**	
Rural Non-UGA	[illegible]	[illegible]	122,337
	103,888	**18,449**	
Total County	251,133	80,438	331,571

[1] 2010 Census data reflects incorporated city and UGA boundaries as of August 31, 2012
[2] Population growth reflects new residents through the 2035 planning horizon
[3] Changes in City or UGA boundaries du ring the planning horizon may affect the population distributions. Th is table may be updated periodically to reflect such changes. These updates do not constitute policy changes to the CPP's and
will not require adoptio n and ratification by member agencies.

Kitsap Regional Coordinating Council

Chair
Commissioner Robert Gelder
Kitsap County

Vice-Chair
Mayor Anne Blair
City of Bainbridge Island

Commissioner Charlotte Garrido
Commissioner Ed Wolfe
Kitsap County

Mayor Pally Lent
Council Member Leslie Daugs
Council Member Greg Wheeler
Council Member Dino Davis •

City of Bremerton

Council Member Wayne Roth
Council Member Sieve Bonkowski •
City of Bainbridge Island

Mayor Tim Matthes
CouncliMember Bek Ashby

Council Member Jeff Cartwright*
City of Port Orchard

MayorBeckyErickson
Council Member EdStern •
City of Poulsbo

Council Chair Leonard Forsma
Fisheries Director Rob Purser'
Suquamis/J Tribe'"

Council Chair Jeromy Sullivan
Noo-Kayel CEO Chris Placentia •
Port Gamble S'Klal/am Tribe"'

Commissioner Axel Strakeljahn
Commissioner Larry Stokes •
Port of Bremerton

Captain Tom Zwolfer
Silvia Klalman, PAO'
Naval BaseKitsap"

Executive Director John Clauson
Ki/sap Transit •"

Mary McClure
Executive Managemelll
McClure Consulting LLC

' Alternate
"Ex Officio Member
"' Associate Member

Executive Committee

P.O. Box 1934
Kingston, WA 98346
360-377-4900 (voice)
360-297-7762 (fax)
www.KitsapRegionalCouncil.org

Countywide Planning Policy: Appendix B-2

Kitsap Countywide Employment Targets: 2010 - 2036

Originally Adopted by Resolution (No.2014-01), by the KRCC Executive Board: July 22, 2014

Countywide Employment/ Population Ratio: 2.65

	Growth Allocation: 2010-2036 Total Job Growth	Percent Job Growth	Sector Share Summary: Commercial Job Growth	Industrial Job Growth
Bremerton City	18,003	39%	13,493	4,509
Bremerton UGA	1,385	3%	962	422
Bainbridge Island	2,808	6.1%	1,984	823
Port Orchard City	3,132	6.8%	2,571	560
Port Orchard UGA	1,846	4%	1,712	134
Poulsbo City	4,155	9%	3,607	548
Poulsbo UGA	46	**0.1%**	**44**	2
Central Kitsap UGA	1,200	2.6%	1,030	171
Silverdale UGA	9,106	19.7%	6,679	2,427
Kingston UGA	600	1.3%	437	163
Urban UGA (includes Cities)	42,281	91.6%	32,521	9,760
Rural Non-UGA	3,877	8.4%	2,817	1,060
Total County	46,158	100%	35,338	**10,820**

Adopted by Kitsap County Ordinance Date X X, 2021

Appendix C: Centers of Growth

Reference document: March 22, 2018 PSRC Regional Centers Framework Update
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-1:Regional Growth Centers*

Regional Growth Centers	
Description	***Regional Growth Centers*** are locations of more compact, pedestrian-oriented development with a mix of housing, jobs, retail, services, and other destinations. Centers receive a significant share of the region's population and employment growth compared with other parts of the urban areas while providing improved access and mobility – especially for walking, biking, and transit.
Types	***Metro Growth Center***: These Centers have a primary regional role, with dense existing housing and jobs, transit service and are planning for significant growth and will continue to serve as major transit hubs for the region. These Centers also provide regional services and serve as major civic and cultural centers. ***Urban Growth Center:*** These Centers have an important regional role, with dense existing jobs and housing, transit service and planning for significant growth. These Centers may represent areas where major investments – such as high-capacity transit – offer new opportunities for growth.
Location	New Regional Growth Centers should be located within a city and unincorporated urban growth area under certain circumstances.
Designation	• KRCC designates as candidate in Appendix D. • PSRC designates; must meet PSRC criteria and designation procedures.
Prioritization	• Completion of a center plan (subarea plan, plan element or functional equivalent that provides detailed planning or analysis) that meets PSRC guidance prior to designation. • Environmental review that demonstrates the center area is appropriate for dense development. • Assessment of housing need and documentation to provide housing choices affordable to a full range of incomes and strategies.
Density	• Urban Growth Center o Existing density of 18 activity units per acre minimum o Planned target density of 45 activity units per acre minimum • Metro Growth Center o Existing density of 30 activity units per acre minimum o Planned target density of 85 activity units per acre minimum
Other Requirements	• Local Commitment: Evidence the RGC is a local priority and sustained commitment to local investment in creating a walkable, livable center is demonstrated.

	• Mix of Uses: Goal for a minimum mix of at least 15% planned residential and employment activity in the RGC. • Market Potential: Evidence of future market potential to support planned target. • Role: Evidence of regional role for RGC, i.e. serves as important destination for the county, city center of metropolitan cities, other large and fast-growing centers. • Jurisdiction is planning to accommodate significant residential and employment growth under PSRC Regional Growth Strategy. • Bicycle and pedestrian infrastructure, amenities and a street pattern that supports walkability.

Size and Configuration	• Urban Growth Centers:
	  ○ 200 acres minimum and 640 acres maximum (may be larger under specific circumstances)
	• Metro Growth Centers:
	  ○ 320 acres minimum and 640 acres maximum (may be larger under specific circumstances)
	• Nodal with a generally round or square shape, avoiding linear or gerrymandered shapes that are not readily walkable or connected by transit.

Transit**	• Urban Growth Centers:
	  ○ Existing or planned fixed route bus, regional bus, Bus Rapid Transit, or other frequent and all-day bus service.
	  ○ May substitute high-capacity transit mode for fixed route bus.
	• Metro Growth Centers:
	  ○ Existing or planned light rail, commuter rail, ferry or other high capacity transit with similar service quality as light rail.
	  ○ Evidence the area serves as major transit hub and has high quality/high capacity existing or planned service.

* All criteria is as set forth in PSRC 2018 Regional Growth Framework Update; no additional criteria established in Table C-1. See PSRC information on Regional Growth Centers:
https://www.psrc.org/sites/default/files/centersdesignationprocedures.pdf
https://www.psrc.org/sites/default/files/centerschecklist.pdf;
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

** Transit for RGCs has specific criteria as outlined in the 2018 Regional Growth Framework Update; please refer to Framework for specific transit criteria.

Table C-2: Manufacturing/Industrial Centers (MIC)*

Manufacturing/Industrial Centers	
Description	***Manufacturing/Industrial Centers*** preserve lands for family-wage jobs in basic industries and trade and provide areas where employment may grow in the future. Manufacturing/Industrial Centers form a critical regional resource that provides economic diversity, supports national and international trade, generates substantial revenue and offers higher than average wages.
Types	***Industrial Employment Center:*** These Centers are highly active industrial areas with significant existing jobs, core industrial activity, evidence of long-term demand, and regional role. They have a legacy of industrial employment and represent important long-term industrial areas, such as deep-water ports and major manufacturing. The intent of this designation is to, at a minimum, preserve existing industrial jobs and land use and to continue to grow industrial employment in these Centers were possible. Jurisdictions and transit agencies should aim to serve with transit. ***Industrial Growth Center:*** These regional clusters of industrial lands have significant value to the region and potential for job growth. These large areas of industrial land serve the region with international employers, industrial infrastructure, concentrations of industrial jobs, and evidence of long-term potential. The intent of this designation is to continue growth of industrial employment and preserve the region's industrial land base for long-term growth and retention. Jurisdictions and transit agencies should aim to serve with public transit.
Location	Manufacturing/Industrial centers should be located within a city with few exceptions.
Designation	• KRCC designates as candidate in Appendix D. • PSRC designates; must meet PSRC criteria and designation procedures.
Prioritization	• Completion of a center plan (subarea plan, plan element or functional equivalent that provides detailed planning or analysis) that meets PSRC guidance prior to designation. Where applicable, the plan should be developed in consultation with public ports and other affected governmental entities. • Environmental review that the area is appropriate for development.

Criteria	• Industrial Employment Center
	  ○ 10,000 minimum existing jobs
	  ○ 20,000 minimum planned jobs
	  ○ Minimum 50% industrial employment
	  ○ Presence of irreplaceable industrial infrastructure
	  ○ Minimum 75% of land area zoned for core industrial uses
	• Industrial Growth Center
	  ○ Minimum size of 2,000 acres
	  ○ 4,000 minimum existing jobs

	○ 10,000 minimum planned jobs ○ Minimum 50% industrial employment ○ Minimum 75% of land area zoned for core industrial uses
Other Requirements	• Local Commitment: Evidence the MIC is a local priority and has sustained commitment overtime to investments in infrastructure and transportation, and sustainability of industrial uses. • Industrial retention strategies are in place. • Serves a regional role for employment.
Transit	• If MIC is in a transit service district, availability of existing or planned frequent, local, express or flexible transit service. • If MIC is outside of a transit service district, documented strategies to reduce commute impacts through transportation demand management strategies consistent with Regional Transportation Plan Appendix F (Regional TDM Action Plan).
Existing Conditions	Adequate infrastructure and utilities to support growth, access to relevant transportation infrastructure, documentation of economic impact, and justification of size and shape of center.

* All criteria is as set forth in PSRC 2018 Regional Growth Framework Update; no additional criteria established in Table C-2. See PSRC information on Manufacturing/Industrial Centers:
https://www.psrc.org/sites/default/files/centersdesignationprocedures.pdf
https://www.psrc.org/sites/default/files/centerschecklist.pdf
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-3: Countywide Growth Centers

Countywide Growth Centers	
Description	***Countywide Growth Centers*** serve important roles as places for concentrating jobs, housing, shopping, and recreation opportunities. These are areas linked by transit, provide a mix of housing and services, and serve as focal points for local and county investment.
Identification	• Identified as a Countywide Growth Center in the local comprehensive plan. • Identified in Kitsap County Countywide Planning Policies Appendix D.
Prioritization	• Subarea plan may be developed for the Center. • *If a subarea plan is not prepared, policies and infrastructure analysis shall be incorporated into the local comprehensive plan.**
Existing Conditions	At the time of identification, the center shall have: • An existing activity unit (AU) density of 10 AU/acre. • Located within a city or unincorporated urban growth area. • An existing planning and zoning designation for a mix of uses of 20% residential and 20% employment. • A capacity and planning for additional growth.
Size and Configuration	• 160 acres minimum and 500 acres maximum. ○ *A smaller sized Countywide Growth Center may be approved if the jurisdiction demonstrates within its comprehensive plan or subarea plan: **

	▪ *Meets all other criteria (i.e. activity units, mix of uses, capacity for additional growth); and* ▪ *The Center is within a walkshed with pedestrian connectivity that lacks barriers, and is approximate ½ mile wide and long; or* ▪ *The Center encompasses area(s) that fall within a ¼ mile radii from an existing or planned transit service; or* ▪ *The Center encompasses area(s) that fall within a ½ mile radii from an existing or planned ferry terminal.* • Recommended centers are generally round or square, although other configurations are acceptable if overall the center configuration supports the planned growth and are walkable and/or connected by transit.
Multimodal Considerations	• Served by multi-modal transportation, including: o Transit service, *including ferries (foot and vehicle)* * o Pedestrian infrastructure o Street pattern that supports walkability o Bicycle infrastructure and amenities
Other Requirements	• *Activity Units means the sum of population and jobs units per gross acre, as defined by PSRC; calculation of activity units shall be completed by PSRC or other acceptable methodology proposed by the jurisdiction.* *

*Table X-3 Countywide Centers of Growth criteria is as set forth in PSRC 2018 Regional Growth Framework Update; criteria identified with an * and in italics is additional criteria specific to Kitsap CPP Appendix C.
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-4Countywide Industrial Centers*

Countywide Industrial Centers	
Description	***Countywide Industrial Centers*** serve as important local industrial areas that support living wage jobs and serve a key role in the county's manufacturing/industrial economy.
Identification	• Identified as a Countywide Growth Center in the local comprehensive plan. • Identified in Kitsap County Countywide Planning Policies Appendix D.
Prioritization	• Subarea plan may be developed for the Center. • If a subarea plan is not prepared, policies and infrastructure analysis, including identification of investment priority of the Center, shall be incorporated into the local comprehensive plan.
Existing Conditions	At the time of identification, the Center shall have: • A minimum of 1,000 existing jobs, and/or a minimum of 500 acres of industrial zoning. • Defined transportation demand management strategies in place.

	• At least 75% of the center zoned for core industrial uses. • Existing capacity and planning for additional employment growth.
Other Requirements	The Center shall: • Have industrial retention strategies in place. • Play an important county role and concentration of industrial land or jobs with evidence of long-term demand.

* All criteria as set forth in PSRC 2018 Regional Growth Framework Update; no additional criteria established in Table C-4.
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-5: Local Centers

Local Centers	
Description	***Local Centers*** are central places that support communities. These places range from neighborhood centers to active crossroads and play an important role in the region. Local centers help define community character and usually provide as local gathering places and community hubs; they also can be suitable for additional growth and focal points for services. As local centers grow, they may become eligible for designation as a countywide or regional center.
Identification	• Identified in local comprehensive plans. • Not identified in Countywide Planning Policies.

* All criteria as set forth in 2018 Regional Growth Framework Update; no additional criteria established in Table C-5.
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-6: Military Installations

Military Installations	
Description	***Military Installations*** are a vital part of the region, home to thousands of personnel and jobs, and a major contributor to the region's economy. While military installations are not subject to local, regional or state plans and regulations, Kitsap local governments and Tribes recognize the relationship between regional growth patterns and military installations, and the importance of how military employment and personnel affect all aspects of regional planning.
Types/Designation	• Major Military Installations are defined as installations with more than 5,000 enlisted and service personnel. • Smaller Military Installations are specified by RCW 36.70A.530 and identifies them as federal military installations, other than a reserve center, that employs 100 or more full-time personnel.
Identification	• Identified in Comprehensive Plan of jurisdiction is located. • Identified in Kitsap County Countywide Planning Policies Appendix D.

Other Requirements	• *Military Installations may be considered countywide centers or equivalent as allowed by 2018 Centers Framework Update in order to ensure*:*
	  ○ *Freight routing and mobility into and between the military installations;*
	  ○ *Accessibility and connectivity to transportation corridors;*
	  ○ *Safety, accessibility and mobility conditions where freight and passenger transportation systems interact.*
	• *The identification of a Military Installation as a countywide center or equivalent shall not be used as justification or support urban levels of densities if the MI is not located within an urban growth area.**

Table C-6 Military Installations criteria is as set forth in PSRC 2018 Regional Growth Framework Update; criteria identified with an * is additional criteria specific to Kitsap CPP Appendix C.
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Appendix D:List of Centers 2021

Regional Growth Centers and Manufacturing/Industrial Centers (PSRC designated)		
Jurisdiction	**Regional Center Name**	**Regional Center Type**
City of Bremerton	Bremerton	Metro Center
Kitsap County	Silverdale	Urban Center
City of Bremerton	Puget Sound Industrial Center - Bremerton	Manufacturing/Industrial Growth Center (MIC)
Candidate Regional Growth Center or Manufacturing/Industrial Center		
Countywide Centers		
Jurisdiction	**Countywide Center Name**	**Countywide Center Type**
Kitsap County	Kingston	Growth Center
Kitsap County	McWilliams/SR 303	Growth Center
City of Bremerton	Charleston DCC Center	Growth Center
City of Bremerton	Eastside Village Center (previously Harrison Hospital)	Growth Center
City of Port Orchard	Downtown Port Orchard	Growth Center
Candidate Countywide Centers		
City of Port Orchard	Ruby Creek	Growth Center
City of Port Orchard	Mile Hill	Growth Center
City of Port Orchard	Sedgwick/Bethel Center	Growth Center
City of Poulsbo	Downtown Poulsbo/SR 305 Corridor	Growth Center
City of Bainbridge Island	Winslow	Growth Center
Military Installations	**Military Installation Name**	**Type of Installation**
Bremerton	Naval Base Kitsap – Bremerton	Major Installation
Bremerton	Naval Base Kitsap – Jackson Park	Smaller Installation
Kitsap County	Naval Base Kitsap – Bangor	Major Installation
Kitsap County	Naval Base Kitsap - Keyport	Smaller Installation

D -1 Centers Designation Process shall occur as set forth below:

a. Appendix D - List of Centers 2021:

i. The Countywide Centers identified in Appendix D – List of Centers 2021 are those Growth Centers that are: 1) identified in previous Kitsap CPP Appendix F or identified in a comprehensive or subarea plan by April 2020; and 2) where planning (comprehensive or subarea) has been completed by the jurisdiction, and 3) which meets the criteria of a countywide Center and is intended to accommodate a concentration of the 2024 growth targets. A review and confirmation of the identified Countywide Centers will occur as part of the 2024 GMA Periodic Comprehensive Plan Update, as set forth below, and consistent with Policy C-4.b.

b. As part of 2024 GM Periodic Comprehensive Plan Update:

i. Jurisdictions have identified Candidate Centers in Table D-1, locations which it anticipates a concentration of its residential and employment growth target will be accommodated for its 2024 GMA Comprehensive Plan Periodic Update.
ii. Jurisdictions shall complete planning for each Candidate Center as part of its 2024 GMA Comprehensive Plan Update, consistent with Policy C-4.b and Appendix C.
iii. Centers not listed as Candidate Centers in Table D-1 may also be proposed for identification as a Center, if during the jurisdiction's 2024 GMA Comprehensive Plan Periodic Update process, a different or additional locations were identified and planning consistent with Policy C-4.b was completed.
iv. After adoption of jurisdiction's 2024 GMA Comprehensive Plan Update, KRCC shall invite jurisdictions by second quarter 2025 to submit comprehensive plan chapters/sections or subarea plans for review to convert the candidate status to full Countywide Center status. An application, checklist or other tool may be created by KRCC to aid evaluation and confirmation.
v. Members of PlanPol or other designated subcommittee shall review the submitted comprehensive plan sections or subarea plans and provide recommendation to the full KRCC Board.
vi. KRCC Board shall finalize Centers designations by amending Appendix D, and adoption and ratification follows the amendment process established in Appendix A.

c. Prior to 2024 GMA Periodic Comprehensive Plan Update:

i. A jurisdiction may request the KRCC Board consider a full Center designation (i.e. a conversion from candidate to full Center, or propose a new Center) prior to the 2024 GMA Periodic Comprehensive Plan Update process (identified in D-1.b) in order to recognize planning the jurisdiction has completed.
    a. The comprehensive plan chapter/section or subarea plan must demonstrate that the proposed Center meets the criteria and requirements of the 2018 Centers Framework Update and Appendix C.
    b. The comprehensive plan chapter/section or subarea plan must demonstrate that the proposed Center is planned and has capacity to accommodate a concentration of the jurisdiction's residential and employment growth targets.
ii. The jurisdiction may request annually by February 15th prior to 2025 for consideration by the KRCC Board. An application, checklist or other tool may be created by KRCC to aid evaluation and confirmation.
iii. Members of PlanPol or other designated subcommittee shall review the submitted subarea plans and provide recommendation to the full KRCC Board.
iv. KRCC Board shall vote on Centers designation amendment(s) to Appendix D, and adoption and ratification follows the amendment process established in Appendix A.

d. After the 2024 GMA Periodic Comprehensive Plan Update:

i. Centers designations are generally on an eight-year cycle consistent GMA periodic update; growth forecasting and distribution; or when necessary, a five-year cycle consistent with PSRC's major plan update(s).
ii. After the finalization of Center designations in 2025, jurisdictions may request new Centers be designated upon a circumstance authorized by Policy C-4.a.
iii. A jurisdiction may request a new center designation during a planned update to the Kitsap Countywide Planning Policies, or outside of a planned update subject to approval of the KRCC Executive Board.

iv. An application, checklist or other tool may be created by KRCC to aid evaluation of a new proposed center.

v. Members of PlanPol or other designated subcommittee shall review the submitted comprehensive plan and/or subarea plan and provide recommendation to the full KRCC Board.

vi. KRCC Board shall finalize Centers designations by amending Appendix D, and adoption and ratification follows the amendment process established in Appendix A.

APPENDIX E

Adopted by Kitsap County, all four Cities and the Port of Bremerton: 11/22/12 – 02/14/13.

Amendments to the 2001 ILA that established KRCC were made in 2006 and 2007.

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County- wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL ("Council"), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by majority vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

A. "Member agency" means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.

B. "State" means the State of Washington.

C. "Region" means the territory physically lying within the boundaries of Kitsap County.

D. "Kitsap Regional Coordinating Council" or "Council" means the separate legal entity established by this

Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

E. "Majority vote" means more than one-half of the votes cast when a quorum is present and must include a majority of votes from County commissioners and a majority of votes from the representatives of at least two separate cities.

F. "Executive Board" shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.

G. "Cost Allocation" means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members' obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).

H. "Ex Officio Member" means a non-voting, non-dues paying member of the Council.

I. "Two-thirds majority vote" means a majority vote and also requires a majority of votes from County commissioners and a majority of votes from the representatives from at least two separate cities.

J. "Associate Member" means a member of the Council which is not a party to this Agreement and who enters into a separate agreement with the Council that establishes the Associate Member's level of participation in Council activities.

IV. MEMBERSHIP AND REPRESENTATION

A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board.

B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:

1. County Government: three (3) members of the Kitsap County Board of Commissioners.

2. City Governments:

   a. The Mayor of each city having a population of 10,000 persons or less;

   b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;

   c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;

   d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.

3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.

4. City Council, and Port of Bremerton representatives may be selected by whatever means established by each specific member agency for a two (2) year term.

C. The determination of the population of cities will be the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.

D. A municipal or government entity or a federally recognized Indian Tribe that desires to become a member of

the Council must obtain permission to do so by majority vote of the Executive Board. The required permission applies to any entity that wishes to become a Member or Ex Officio Member. A municipal or government entity or a federally recognized Indian tribe that wishes to become an Associate Member must obtain permission to do so by a majority vote of the Executive Board, and must

present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;

D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low income housing grants.

E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.

F. Coordinate actions to provide for a sustainable economy and environment for the region.

G. Carry out such other planning and coordinating activities authorized by majority vote of the Council including participation in other forums and organizations.

H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.

I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.

J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.

K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.

L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.

M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.

N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by majority vote of the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve, and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies.

Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than $1 million single occurrence and $2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the
U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the
Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as Members at a later date will provide original signature pages of this Agreement to the Clerk of the Kitsap County Board of Commissioners, who shall file the signature pages provided with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the signature pages filed later, to each of the parties. Addition of parties at a later date will not constitute a modification under Section XIII of this Agreement.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

ORDINANCE NO. 601 -2021

RELATING TO THE GROWTH MANAGEMENT ACT AND AMENDING THE KITSAP COUNTYWIDE PLANNING POLICIES

Be it Ordained:

Section 1. The Kitsap County Board of Commissioners makes the following findings:

1. Pursuant to RCW 36.70A.210 of the Washington State Growth Management Act (GMA), the Kitsap Countywide Planning Policies (CPPs) are intended to establish a countywide planning framework from which the County and the cities of Bainbridge Island, Poulsbo, Bremerton and Port Orchard (Cities) develop their respective comprehensive plans.

2. The Kitsap Regional Coordinating Council (KRCC) is established by an inter-local agreement as a regional body comprised of members from Kitsap County and the cities of Bainbridge Island, Poulsbo, Bremerton, Port Orchard, as well as the Suquamish Tribe, Port Gamble/S'Klallam Tribe, Port of Bremerton, Port of Kingston, Naval Base Kitsap and Kitsap Transit. One function of KRCC is to facilitate the review and proposed updates to the CPPs.

3. The CPPs address topics such as Countywide Growth Patterns; Urban Growth Areas; Centers of Growth; Rural Land Use and Development Patterns; the Natural Environment; Contiguous, Compatible and Orderly Development; Public Capital Facilities and Essential Public Facilities; Transportation; Housing; Economic Development; Coordination with Tribal and the Federal Governments and much more.

4. Appendix A of the adopted CPPs outline the process for adoption and ratification by KRCC member jurisdictions.

5. Kitsap County and the Cities are member jurisdictions of Puget Sound Regional Coordinating Council (PSRC) along with King, Pierce and Snohomish counties and cities. PSRC is a Metropolitan Planning Organization (MPO) and Regional Transportation Planning Organization (RTPO). Per PSRC's inter-local agreement, Kitsap's CPPs must be certified by PSRC to ensure consistency with multi-county planning policies as well as local comprehensive plans which must also receive certification including local transportation elements.

6. In October 2020, PSRC adopted Vision 2050 as the multi-county planning policies pursuant to RCW 36.70A.210 (7). MPP-RC-13 requires that regional CPPs must be reviewed and updated, where appropriate to ensure consistency, no later than December 31, 2021.

Section 2. General Procedural Findings. The Kitsap County Board of Commissioners makes the following findings regarding process and public participation:

1. Between September 2020-May 2021, KRCC embarked on a process to review and revise the CPPs consistent with Vision 2050 and any state law changes that occurred since they were last updated in 2015. Proposed revisions were reviewed by several technical and policy committees were within KRCC.

2. KRCC, following proper public notice, hosted a public and agency comment period from May 7 to June 25, 2021 on the proposed draft to the CPPs.

3. On July 6, 2021, the KRCC Board, following proper public notice, held a public hearing on the proposed CPPs revisions. Following the close of the public hearing, the KRCC Board deliberated and recommended changes to the Kitsap County Board of Commissioners.

4. On July 19, 2021, KRCC formally transmitted the recommended CPPs revisions to the Kitsap County Board of Commissioners.

5. On July 29, 2021, a State Environmental Policy Act (SEPA) checklist was prepared and submitted to the Kitsap County SEPA Official who is the lead agency for CPP SEPA review pursuant to Appendix A of the CPPs.

6. On August 17, 2021, the Kitsap County SEPA Official issued a Determination of Nonsignifcance (DNS). A fourteen-day comment and appeal concluded on September 2, 2021. Two comments were received. In response to comments, a SEPA Addendum was issued on September 29, 2021.

7. On September 27, 2021, following timely and effective notice, the Kitsap County Board of Commissioners held a public hearing on the proposed adopting ordinance and KRCCs recommended revisions on the CPPs.

8. On October 6, 2021, the Kitsap County Board of Commissioners held a regularly scheduled and properly noticed meeting to consider and deliberate on the proposed amendments to the CPPs.

Section 3. NOW THEREFORE, BE IT FURTHER ORDAINED that the Kitsap County Board of Commissioners find that the following proposed revisions to the CPPs are consistent with Vision 2050, the GMA and adopts Attachment A.

Section 4. Typographical/Clerical Errors. Should any amendment made to this that was passed by the Board of Commissioners during its deliberation be inadvertently left out of the final printed version, the explicitly action of the Commissioners as discussed and

passed shall prevail upon subsequent review and verification by the Commissioners and shall be corrected.

Section 5. Effective date. This Ordinance shall take effect immediately and, pursuant to Appendix A of the adopted CPPs, the CPP revisions in Attachment A shall take effect following ratification by at least three cities located within the County.

Section 6. Severability. If any provision of this Ordinance or its application to any person, entity or circumstance is for any reason held invalid, the remainder of the Ordinance, or the application of the provision to other persons, entities or circumstances is not affected.

Dated this 11th **day of** October, **2021**

ATTEST:

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

Dana Daniels

Dana Daniels, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS

KITSAP COUNTY, WASHINGTON

Robert Gelder

ROBERT GELDER, Chair

E. E. Wolfe

EDWARD E. WOLFE, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

Approved as to form:

Jeffrey Nickel

Kitsap County Prosecutor's Office

Kitsap County
Draft Countywide Planning Policies (CPPs)

Public Review Draft - 6/08/2021

Please note the language with a ~~strikethrough~~ indicates language proposed for deletion. Language which is <u>underscored</u> indicates language being proposed for insertion into the CPPs.

Adopted Kitsap Countywide Planning Policies
Amended and Adopted <u>X</u> ~~5/11/15~~

Attached are the Kitsap Countywide Planning Policies as adopted by the Kitsap County Board of Commissioners by ordinance on <u>X</u> ~~May 11, 2015~~ (Ordinance <u>X</u> ~~522-2015~~). The Countywide Planning Policies as revised are currently in effect in Kitsap County.

The Kitsap Countywide Planning Policies are the framework for growth management in Kitsap County. Under the Growth Management Act, the Puget Sound Region is defined as King, Kitsap, Snohomish and Pierce Counties. The Puget Sound Regional Council is responsible for developing the four-county regional transportation and land use vision. The Kitsap Countywide Planning Policies tailor the Puget Sound Regional Council's regional growth management guidelines to Kitsap County and are the policy framework for the County's and the Cities' Comprehensive Plans. The Kitsap Countywide Planning Policies address 14 separate elements, ranging from urban growth areas to affordable housing.

The Countywide Planning Policies are required by the Growth Management Act and may be appealed (only) by Cities and the Governor of Washington. The original Kitsap Countywide Planning Policies (adopted by Kitsap County in 1992) and subsequent revisions (August 2001, December 2003, November 2004, November 2007, November 2011, November 2013, ~~and~~ May 2015<u>, and X 2021</u>) were developed through a multi-jurisdictional collaboration sponsored by the Kitsap Regional Coordinating Council among: Kitsap County, the Cities of Bremerton, Bainbridge Island, Port Orchard & Poulsbo, the Suquamish & Port Gamble S'Klallam Tribes, the Navy, the Port of Bremerton, and Kitsap Transit.

Kitsap County is lead agency for its environmental review.

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INTRODUCTION (UR)

The Growth Management Act (GMA) is founded on the principle that it is in the best interest of the citizens of the State to foster coordination and cooperation among units of local and state government. Cities and counties must engage in a collaborative planning process under the requirements of the Act. Specifically, the Act states that, *"THE LEGISLATURE FINDS THAT UNCOORDINATED AND UNPLANNED GROWTH ... POSE A THREAT TO THE ENVIRONMENT, SUSTAINABLE ECONOMIC DEVELOPMENT, AND THE HEALTH, SAFETY, AND HIGH QUALITY OF LIFE ENJOYED BY RESIDENTS OF THE STATE. IT IS IN THE PUBLIC INTEREST THAT CITIZENS, COMMUNITIES, LOCAL GOVERNMENTS, AND THE PRIVATE SECTOR COOPERATE AND COORDINATE WITH ONE ANOTHER IN COMPREHENSIVE LAND USE PLANNING."* To guide the development of Comprehensive Plans and development regulations, the GMA sets forth planning goals (RCW 36.70A.020) in 13 areas:

1. Urban Growth
2. Reduce Sprawl
3. Transportation
4. Housing
5. Economic Development
6. Property Rights
7. Permits
8. Natural Resource Industries
9. Open Space and Recreation
10. Environment
11. Citizen Participation and Coordination
12. Public Facilities and Services
13. Historic Presentation

The Growth Management Act (*RCW 36.70A.210*) states that "*A COUNTYWIDE PLANNING POLICY IS A WRITTEN POLICY STATEMENT OR STATEMENTS USED SOLELY FOR ESTABLISHING A COUNTYWIDE FRAMEWORK FROM WHICH COUNTY AND CITY COMPREHENSIVE PLANS ARE DEVELOPED AND ADOPTED … (TO) ENSURE THAT CITY AND COUNTY COMPREHENSIVE PLANS ARE CONSISTENT…"*as required in *RCW 36.70A.100. "NOTHING IN THIS DOCUMENT SHALL BE CONSTRUED TO ALTER THE LAND USE POWERS OF CITIES."* The Act requires that the countywide policy be collaboratively developed among Cities and the County. Further, *"FEDERAL AGENCIES AND INDIAN TRIBES MAY PARTICIPATE IN AND COOPERATE WITH THE COUNTYWIDE PLANNING POLICY ADOPTION PROCESS."* These policies may also be used for other purposes requiring collaboration and cooperation in addition to the development and adoption of comprehensive plans.

Vision ~~2040~~ 2050 (adopted by the Puget Sound Regional Council ~~during 2010~~ on October 29, 2020) serves as the long-range growth management, environmental, economic development, and transportation strategy for King, Kitsap, Pierce, and Snohomish Counties. Vision ~~2040~~ 2050 includes the Regional Growth Strategy, Multi-County Planning Policies (RCW 36.70A.210) and ~~I~~implementation ~~A~~actions.

The 1992 Kitsap Countywide Planning Policies and subsequent revisions in 2001, 2003, 2007, 2011, 2013, ~~and~~ 2015, and 2021, were developed by a committee of planners and public works officials representing Kitsap County, the City of Bremerton, the City of Port Orchard, the City of Poulsbo, the City of Bainbridge Island, the Port Gamble S'Klallam Tribe, the Suquamish Tribe, the Navy, and Kitsap Transit. ~~At each point,~~ ~~t~~The Kitsap Regional Coordinating Council conducted a public hearing and prepared a recommendation for adoption by the Kitsap County Board of Commissioners and ratification by Cities and Tribes. The process of review and discussion through the Kitsap Regional Coordinating Council forum is intended to foster consensus whenever possible. County and City Comprehensive Plans ~~must~~ shall be consistent with the adopted Countywide Planning Policies.

~~[1] The Kitsap County Health District and Kitsap Economic Development Alliance (KEDA) also reviewed and commented upon the 2011 amendment proposals.~~

Kitsap Countywide Planning Policies Vision Statement

The Kitsap Countywide vision continues the qualities of life that make our County a welcoming place to live and work for all in Kitsap. We strive to protect our natural systems; preserve the character of our smaller communities; respect community and Tribal histories; create an economy that supports all and contributes to equitable places, efficient transportation, accessible broadband, and affordable housing choices.

Objectives:

We work on strategies to achieve the following objectives:

a. Livable urban communities, that are centers for employment, civic activities, and homes:

- Attractive, livable urban neighborhoods that are bike/pedestrian-friendly and offer a range of services, housing, and transportation options.
- Cities that are centers for employment, affordable housing, and cultural activities.

b. A vital and diversified economy, that provides career pathways and living wage jobs for residents, supported by adequate buildable lands for a range of employment uses.

c. An efficient multi-modal transportation system: Accessible roads and highways, transit, ferries, airports, and nonmotorized travel – supporting our land use pattern while providing mobility for residents.

d. Natural systems protection: Respect the natural environment, including natural resource lands such as forests, wetlands, wildlife habitat, streams, and the Puget Sound – as well as the quality of our waters, land, and air. In addition, maintain a system of open space, trails, parks, and greenbelts providing opportunities to spend time outdoors and to learn about the environment.

e. Rural Character: Maintain the traditional appearance, economic and ecological functions of Kitsap's rural communities, to include the production and distribution of locally grown food.

f. An Efficient and Responsive Government: An efficient and responsive government that partners with citizens and other governmental entities to meet collective needs fairly; while supporting education, environmental protection, and human services.

Action:

A key strategy to accomplish this vision is the intent to encourage future urban growth within incorporated cities and unincorporated areas already characterized by urban growth, with existing and planned services and facilities. These actions strengthen our environmental and rural assets, focus public expenditures, and encourage concentrated development where appropriate.

How to read the Countywide Planning Policies

The policies within the Countywide Planning Policies (CPPs) have equal importance, and each one should be understood in the context of the entire document. The CPPs specify how directive a policy should be. Many of the policies utilize one of three different words to do this; shall, should, and may and are defined as follows:

• *"Shall"* means implementation of the policy is mandatory and imparts a higher degree of substantive direction than "should". "Shall" is used for policies that repeat State of Washington

requirements or where the intent is to mandate action. However, "shall" cannot be used when it is largely a subjective determination whether a policy's objective has been met.

• *"Should"* means implementation of the policy is expected but its completion is not mandatory. The policy is directive with substantive meaning, although to a lesser degree than "shall" for two reasons. (1) "Should" policies recognize the policy might not be applicable or appropriate for all municipalities due to special circumstances. The decision to not implement a "should" policy is appropriate only if implementation of the policy is either inappropriate or not feasible. (2) Some "should" policies are subjective; hence, it is not possible to demonstrate that a jurisdiction has implemented it.

• *"May"* means the actions described in the policy are either advisable or are allowed. "May" gives permission and implies a preference. Because "may" does not have a directive meaning, there is no expectation the described action will be implemented.

Policies for Update and Ratification (UR):

~~1.~~ UR-1 The Kitsap Countywide Planning Policies should be dynamic and regularly monitored for applicability and effectiveness.

a. The adopted Countywide Planning Policies should be reviewed through the Kitsap Regional Coordinating Council process prior to each required comprehensive plan update as required by RCW 36.70A.130 ~~at least every five years~~. ~~Proposed~~ Policy revisions shall be reviewed for impacts according to the State Environmental ~~Protection~~ Policy Act (SEPA), consistency with PSRCs Multicounty Planning Policies (MPPs), and shall be consistent with the State Growth Management Act (GMA).

b. The County or a City may propose a policy amendment to the Countywide Planning Policies.

~~2.~~ UR-2 Proposed amendments should be considered on a regular basis and voting is subject to the Kitsap Regional Coordinating Council by-laws. The ratification process is outlined in Appendix A and includes, but is not limited, to the following steps.

a. Kitsap County shall take action to consider and adopt amendments or revisions to the Countywide Planning Policies following recommendation from the Kitsap Regional Coordinating Council.

b. The Kitsap Regional Coordinating Council will strive for ratification by all Cities and Tribes during the 90 days following the Board of County Commissioners' adoption of its subject ordinance. The adopted CPP will become effective upon ratification by three or more cities in Kitsap County.

c. A City or Tribal Council that does not ratify the revised Countywide Planning Policies within 90 days of the Board of County Commissioners' adoption of its subject ordinance shall provide a written statement of its objections to the Kitsap Regional Coordinating Council, in order to facilitate further review. (See Appendix A for process flow chart).

d. Once the ratified revisions to the Countywide Planning Policies take effect, a City or the Governor's office may appeal the revisions to the Growth Management Hearings Board within a further 60 day period.

UR-3 Proposed amendments to Appendices and voting is subject to the Kitsap Regional Coordinating Council by-laws.

a. Proposed amendments to Appendices shall follow the process outlined in Appendix A and be subject to approval per the KRCC by-laws and adoption by Kitsap County. Upon County adoption, the updated appendices shall be in effect.

Element A. Countywide Growth Pattern (CW)

The vision for the future of Kitsap County, "seeks to maintain and enhance the quality of life that makes our County a special place to live and work. ~~e~~Envision a future in which our natural systems are protected; the water quality in our lakes, streams and Puget Sound ~~is~~ are enhanced; the village character of some of our smaller towns is preserved; the historical nature of our communities is respected in order to preserve our heritage for future generations; a diversified economic base that supports good jobs, contributes to healthy downtowns in our Cities and affordable housing choices; the rural appearance of our county is perpetuated.

This vision of the future, shared by citizens and elected officials, includes the following elements:

a. Livable urban communities and neighborhoods, centers for employment, civic activities, housing:

   - Attractive, well designed, bike/pedestrian-friendly and livable urban communities, enhanced by preserved historic properties and neighborhoods, that are supported by efficient and high-quality services and facilities, and provide a range of housing choices.
   - Healthy cities that are the region's centers for employment, affordable housing choices, and civic and cultural activities.

b. Vital diversified economy: An economy that provides training, education, and living wage jobs for residents, supported by adequate buildable land for a range of employment uses and that encourages accomplishment of local economic development goals ~~as articulated in the Kitsap Economic Development Alliance's adopted plan, Kitsap 20/20: A Strategy for Sustainable Economic Prosperity~~.

c. Efficient multi-modal transportation system: Creation of an efficient, clean, and sustainable multi- modal transportation system – including roads and highways, public transportation, ferries, airports, and opportunities for non-motorized travel – that provides efficient access and mobility for county residents, and supports our land use pattern.

d. Natural systems protection:

   - Protection and enhancement of the natural environment, including wetlands, streams, wildlife habitat, shorelines, water quality, air, climate, and natural resource lands.
   - Creation of a system of open space, trails, parks, and greenbelts that provide opportunities for recreation and that give structure and separation to urban areas

e. Rural character: Maintenance of the traditional character, appearance, economic and ecological functions, and lifestyles of Kitsap County's rural communities and areas to include the production and distribution of locally grown food.

f. Responsive Government: An efficient and responsive government that works in partnership with citizens, governmental entities and Tribes to meet collective needs fairly; and that supports education, environmental protection and human services.

A key strategy to accomplish this vision is the intention to encourage future urban growth in areas within incorporated cities and in unincorporated areas that are already characterized by urban growth with existing and planned services and facilities. These actions will work to strengthen our natural environment and rural character, and are geared to reduce taxpayer costs by focusing the

expenditure of public funds, encouraging concentrated development where appropriate, and increasing our choices for housing and jobs."

Balancing historical patterns of growth with a preferred vision of the future and legal requirements is an on-going challenge. Tradeoffs must be made to balance the costs with the gains; flexibility is necessary to adapt to changing conditions. These policies are intended to reflect the long-term goals of the people living, working and doing business here.

The policies in this chapter are focused on the important role of both urban and rural areas in Kitsap County as growth occurs. In addition, the policies outline how the KRCC member jurisdictions will work together to achieve common goals regarding the countywide growth pattern.

Policies for Countywide Growth Pattern (CW):

~~1.~~ CW-1 Roles of Cities and unincorporated Urban Growth Areas/Urban Communities (UGAs)

a. The primary role of Kitsap's ~~urban communities~~ cities and unincorporated UGAs is to encourage growth, through new development, re-development and in-fill. (See Appendix B for current and projected population distribution.) Population growth should be directed to Cities, urban growth areas and centers with a transportation system that connects people with jobs and housing.

b. Each of Kitsap's ~~urban communities~~ cities and unincorporated UGAs should maintain and enhance ~~foster~~ its unique vision as a high quality place to live and work, through urban design, historic preservation, and arts that improve the natural and human-made environments; promote healthy lifestyles; contribute to a prosperous economy; and, increase the region's resiliency in adapting to changes or adverse events.

c. For unincorporated UGAs, support annexation or incorporation into cities.

~~c. In Kitsap, urban communities are closely linked to water and natural amenities and provide open space links to the natural environment.~~

~~2.~~ CW-2 Role~~s of Kitsap County~~ of rural and resource lands:

a. Keep regional vision in mind when making local decisions.

~~b. Promote stewardship of unincorporated urban areas and promote annexation into cities or incorporation.~~

c. Maintain/enhance natural systems and rural character.

d. Include a variety of low-density rural ~~communities~~ centers, ~~densities,~~ and uses.

~~3.~~ CW-3 ~~To achieve these goals, t~~ The Kitsap Regional Coordinating Council member jurisdictions should:

a. Make decisions together when needed.

b. Coordinate and cooperate on land use policy, capital planning, infrastructure development, environmental issues, and cultural resource management/planning.

~~c. Establish and keep updated a Buildable Land Analysis Program.~~ Work together to meet

Buildable Lands program requirements in RCW 36.70A.215

d. Develop a program for the Transfer of Development Rights to preserve lands with important public benefits.

e. Maintain/preserve distinct urban identities with green breaks, open space, or other natural features.

f. Promote tiering and/or phasing of infrastructure development within Urban Growth Areas.

g. Develop and implement land use policies, regulations, and incentives to promote the efficient use of urban areas.

h. Incorporate provisions addressing community health, equity, and displacement into appropriate regional, countywide, and local plans~~ning and decision-making processes~~.

Element B. Urban Growth Areas (UGA)

~~The basic premise for designating~~ Urban Growth Areas ~~is to~~ encourage the location of urban density residential, commercial and industrial developments ~~in areas~~ where services can be most economically provided. The benefits of directing growth to designated urban areas include:

- Higher density residential development within walking or bicycling distance of jobs, transit, schools and parks.
- Maximizing benefits of transportation and infrastructure investments.
- Limiting urban expansion into rural and ~~forested areas~~ resource lands.
- Promotion of in-fill or redevelopment of existing urban areas.
- Preservation of open space, critical areas and lands designated for resource protection.
- Accommodation of employment growth in a concentrated pattern.
- ~~More economical provision and maintenance of streets, sewer/water lines and other public facilities.~~
- Promotion of attractive residential neighborhoods and commercial districts which provide a sense of community.
- A harmonious relationship with regional planning as articulated by Vision ~~2040~~ 2050 and Transportation 2040, adopted by the Puget Sound Regional Council as the growth and transportation strategy for central Puget Sound.

~~***Background***: The Growth Management Act was amended in 1997 requiring Kitsap County and Cities to monitor countywide development activities in five-year intervals in order to test their Comprehensive Plans' growth and land absorption assumptions.~~
~~Two different analyses are used: (1) The Land Capacity Analysis, first conducted by Kitsap County in 2002, estimates the existing land supply based on a set of defined assumptions, *e.g.* market factor, speed of land absorption, critical areas exclusions, etc. It uses a consistent, agreed- upon methodology, with allowance for documented variations for individual jurisdiction's conditions. (2) The Buildable Land Analysis (as required by the State GMA) uses recorded permit activity to track and monitor residential, commercial, and industrial growth. It will be updated throughout Kitsap County in 2007. It is an adaptive management tool for comparing development assumptions, targets, and objectives with actual development. If inconsistencies are found, the County and Cities must then implement reasonable measures, other than adjusting Urban Growth Areas, that will be taken in order to comply with the GMA. The following countywide planning policies relate to this regional program to monitor the buildable land supply for future growth as forecasted by the State and distributed through the Kitsap Regional Coordinating Council~~

The policies in this chapter are focused on Urban Growth Areas (UGAs) and limited circumstances when urban growth may take place outside of urban growth areas. This includes policies directing how the county and cities work together on Buildable Lands and Land Capacity efforts, the distribution of projected population and employment growth prior to updating comprehensive plans and the process, and criteria for expanding a UGA. Element B also outlines how the county and cities coordinate growth within unincorporated UGAs prior to land being annexed into cities, and policies focused on coordination for National Historic Towns and both Fully Contained Communities and Master Planned Resorts.

Policies for Urban Growth Areas (UGA):

~~1.~~ UGA-1 Land ~~Utilization~~ Capacity (RCW 36.70A.115) & ~~Monitoring Programs~~ Review and Evaluation Program (Buildable Lands – RCW 36.70A.215):

Consistent with RCW 36.70A.115, the County and Cities shall ensure that, taken collectively, adoption of and amendments to their comprehensive plans and/or development regulations provide sufficient capacity of land suitable for development within their jurisdictions to

accommodate their housing and employment growth (derived from population distribution), as adopted in the applicable Countywide Planning Policies ~~and consistent with the 20-year population forecast from the WA Office of Financial Management and Vision 2040 guidance. (Implements Multi-County Planning Policy DP-Action-15)~~.

a. The County and ~~the~~ Cities shall maintain a Land Capacity Analysis Program using a consistent, agreed-upon methodology to estimate ~~the~~ land supply available to accommodate future residential, commercial, and industrial growth.

b. The County and ~~the~~ Cities shall participate and work together to meet the Buildable Lands program requirements in order ~~in an agreed-upon Buildable Lands Analysis Program~~ to monitor and evaluate the effectiveness of their respective Comprehensive Plans.

c. The County and Cities shall establish procedures for resolving disputes in collection and analysis of Land Capacity and Buildable Lands data. In the event a resolution cannot be achieved, the Kitsap Regional Coordinating Council shall be a forum to review and if possible, facilitate any disputes between parties.

~~2.~~ UGA-2 ~~Each jurisdiction is responsible for implementing appropriate reasonable measures within its jurisdictional boundaries.~~ If the Buildable Lands ~~A~~analysis shows that a jurisdiction's Comprehensive Plan growth goals are not being met, that jurisdiction shall ~~consider~~ implement~~ing~~ ~~additional~~ reasonable measures to reduce the differences between growth and development assumptions and targets and actual development patterns. ~~in order to use its designated urban land more efficiently.~~ Each jurisdiction is responsible for implementing appropriate reasonable measures within its jurisdictional boundaries.

~~3.~~ UGA-3 Process and criteria ~~for~~ to ensure regional coordination when establishing, expanding, and adjusting Urban Growth Areas in Kitsap County:

a. Urban Growth Areas are areas "within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature" (RCW 36.70A.110(1)) except under specific circumstances, as fully contained communities and master planned resorts as authorized by the Growth Management Act.

b. Unincorporated Urban Growth Areas shall be associated with an existing or future city.

c. All Urban Growth Areas shall be reflected in County and respective City comprehensive plans.

d. Sufficient area/capacity must be included in the Urban Growth Areas to accommodate the adopted 20-year population distribution and countywide employment as adopted by the Kitsap Regional Coordinating Council ~~and consistent with WA Office of Financial Management projections~~.

e. ~~A jurisdiction may define growth tiers within its Urban Growth Area (RCW 36.70A.110.3) t~~To focus public and/or private investment where growth is desired, a jurisdiction may phase growth within its Urban Growth Area (RCW 36.70A.110(3)). Utility development and/or expansion may be phased to support efficient and cost-effective growth and to prioritize investments.

f. The County, City, or interested citizens may initiate an amendment to an existing Urban Growth Area through the Kitsap County annual comprehensive plan amendment process as

authorized by the Growth Management Act. If a UGA amendment submitted to Kitsap County is associated with an incorporated city, the County shall coordinate with the respective City prior to finalizing its annual comprehensive plan docket, unless an alternative process is further outlined in an inter-local agreement between the City and the County. Unless otherwise noted in an inter-local agreement, the County has the discretion to determine their annual comprehensive plan docket consistent with their guiding procedural requirements.

g. Any ~~jurisdiction seeking to expand its~~ expansion of an Urban Growth Area shall ~~achieve~~ result in zoning that will ensure ~~densities and~~ urban growth patterns and densities consistent with the Growth Management Act and be consistent with ~~the City's adopted Comprehensive Plan and~~ any inter-local agreement between the City and the County.

h. An urban growth area expansion shall not result in new areas being included for population or employment capacity that exceeds what is necessary to accommodate the growth management planning projections, plus a reasonable land market supply factor, or market factor. In determining this market factor, counties and cities may consider local circumstances.

~~h. If an adopted or proposed, 20-year projected population distribution requires the expansion of its Urban Growth Area, the respective jurisdiction shall conduct planning and analysis, addressing the following conditions:~~

~~i. Update and confirm the capacity analysis for land within the existing Urban Growth Area for residential, commercial, and/or industrial lands, which takes into account all development approved within the overall UGA since the last UGA expansion. This shall be based upon updated Buildable Land and Land Capacity Analyses that follow the guidelines of RCW 36.70A.215 or other analysis determined appropriate for the particular UGA involved. To maximize consistency across jurisdictions, each jurisdiction shall use consistent methodology in calculating capacity.~~

~~ii. Review the planning and zoning regulations and any incentive programs in place to determine expected densities and urban growth patterns in the existing UGA consistent with the Growth Management Act and the jurisdiction's adopted Comprehensive Plan.~~

~~iii. Determine whether the adoption and implementation of suitable reasonable measures should be considered, if the Buildable Land Analysis shows that its Comprehensive Plan growth goals are not being met.~~

~~iv. Data collection and analysis for the Land Capacity Analysis should be done cooperatively. The County will be responsible for data describing growth and capacity in the unincorporated portion of the Urban Growth Area, and the City for the incorporated portion.~~

i. Expansion of Urban Growth Areas shall direct growth first to areas already characterized by urban growth that have adequate existing public facility and service capabilities to serve development; second to areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided; and third to areas that are adjacent to incorporated cities or established Urban Growth Areas once the available land meeting the first or second priority has been designated. Areas which have existing public facilities or where public facilities can be reasonably extended and are not currently at urban densities should be considered first within this category.

j. ~~A jurisdiction, as part of its Comprehensive Plan amendment or Subarea Plan process, that~~

~~proposes~~ ~~a~~An application for an expansion of ~~the~~ a UGA shall ~~prepare or update a comparison of potential areas for expansion,~~ including:~~.~~

i. Planning and zoning regulations currently in place.

ii. An evaluation of how a full range of urban-level infrastructure and services would be provided within potential expansion areas, including appropriate capital facility analysis.

Fire	Storm Water	Solid Waste
Police	Potable Water	Park & Recreation Facilities
Transportation	Sewer	Schools

Utilities: Power and Telecommunications, including Broadband Emergency Medical Services

All service providers including special districts and adjacent jurisdictions should be included in the evaluation. Best available infrastructure technology may be used provided that it has been approved by the jurisdiction as part of a broader review of available technology.

iii. ~~Although specific standards and criteria are not implied,~~ ~~o~~Other factors ~~shall~~ should be addressed in evaluating areas for Urban Growth Area expansion, including but not limited to: environmental constraints; economic development; preservation of cultural, historical, and designated resource lands.

iv. Analysis of how the application meets the requirements of WAC 365-196-310, RCW 36.70A.110, RCW 36.70A.115, and other requirements, as implemented through the County comprehensive plan docket application process.

k. The City and County shall conduct early and continuous public involvement when establishing, expanding, or adjusting Urban Growth Areas, and shall do so jointly when appropriate. Residents of unincorporated areas should be consulted and actively involved in the process affecting them.

~~4.~~ UGA-4 Coordinated Growth Management in Urban Growth Areas:

a. Adopted City and County comprehensive plans shall reflect the intent that all land within unincorporated Urban Growth Areas will either annex to a city or incorporate within the 20-year planning horizon.

b. To maximize the efficient use of urban lands, subdivisions in Urban Growth Areas ~~shall~~ should be consistent with the associated jurisdiction's Comprehensive Plan and underlying zoning densities, or where applicable, interlocal agreement between the county and city.

c. ~~As described in the Growth Management Act, c~~Cities are the primary provider of municipal services and facilities in their Urban Growth Areas, responsible for demonstrating within their Comprehensive Plans the capacity to provide all urban services within their associated Urban Growth Area(s). This may be accomplished through a collaborative process with Kitsap County and/or other service providers.

d. The County and Cities ~~shall~~ should establish procedures to facilitate the smooth transfer of governance for associated Urban Growth Area(s) through the adoption of ~~Urban Growth Area Management Agreements (UGAMAs), as per Appendix C: Urban Growth Area Management Agreements~~ interlocal agreements.

e. For Urban Growth Areas:

i. The County should plan with associated cities and local communities to address land uses, infrastructure needs, level of service standards as identified in these policies, and other issues as needed. The results should be reflected in the County Comprehensive Plan.

ii. The County should provide a level of urban facilities and services consistent with the County's ability and appropriateness to provide such services for those Urban Growth Areas that will be associated with a specific city or that will eventually incorporate.

~~5.~~ UGA-5 Policies for the distribution of ~~Distribution of~~ 20-year population and employment growth ~~increments, as forecasted by the WA Office of Financial Management~~:

a. The Kitsap Regional Coordinating Council shall coordinate the process for distributing the forecasted population and employment growth ~~for the period 2005 – 2025 and every five years thereafter,~~ consistent with the requirements of the Growth Management Act and PSRC's most recent Regional Growth Strategy (RGS). Following receipt of KRCC's recommendation, Kitsap County shall adopt any revision to population or employment targets. ~~the population distribution~~ The County and cities as part of its next Comprehensive Plan update ~~amendment process~~ shall reflect those adopted growth targets in their Comprehensive Plan. ~~and the Cities shall base their Comprehensive Plan amendments upon that distribution.~~ The distribution process should consider countywide demographic analysis, the Land Capacity Analysis, the RGS, and the OFM projections and it shall promote a countywide development pattern targeting over three quarters (76%) of new population growth to the designated Urban Growth Areas. The County and the Cities recognize that the success of this development pattern requires not only the rigorous support of Kitsap County in the rural areas, but also Cities' Comprehensive Plans being designed to attract substantial new population growth.

b. The Regional Growth Strategy (RGS) provides a framework for the Kitsap Regional Coordinating Council to consider as population growth is distributed. Population distributions should support the RGS while also recognizing countywide demographic information, jobs/housing balance, designated centers, transit service/access to high-capacity transit, and growth trends. In supporting the RGS, growth should be focused in metropolitan cities (Bremerton and the Bremerton UGA), Core cities (Silverdale), and High Capacity Transit Communities (Bainbridge Island, Kingston, Port Orchard and Port Orchard UGA, and Poulsbo and Poulsbo UGA).

c. Population ~~distribution~~ and employment targets will be reviewed through the Kitsap Regional Coordinating Council ~~process every five years~~. The review will include an analysis of the Cities' and County's progress in achieving target distributions consistent with the Buildable Lands review and evaluation program. If the 76% UGA target mentioned above for new population growth and the overall population targets are met or exceeded, the target for new population will revert to five sixths (83%), as per the revised County-wide Planning Policies adopted by Kitsap County Ordinance #258-01 on August 20, 2001. Otherwise, the target may be reaffirmed or explicitly modified.

d. ~~Each jurisdiction with a designated Urban Growth Area shall~~ The County and cities should work together to develop an estimate and/or range of the additional population and employment that it could accommodate and service during the 20 year planning horizon,

consistent with its vision for future community character. The estimate shall consider the need for increasing population density within the Urban Growth Areas to promote efficient service delivery, avoid sprawl, and preserve community character.

e. The population and employment estimates and/or ranges shall be provided to the Kitsap Regional Coordinating Council, with a statement of need concerning adjusted Urban Growth Area boundaries.

~~f. The Kitsap Regional Coordinating Council shall compile the jurisdictions' population estimates, including the estimate of additional population capacity for areas outside the Urban Growth Areas, and determine whether adjustments to the overall distribution are required in order to fit within the OFM projected range.~~

f. The Kitsap Regional Coordinating Council, after conducting a public hearing, shall recommend the estimate and/or ranges of 20-year population and employment distribution to Kitsap County for adoption as an amendment to the Countywide Planning Policies.

g. Kitsap County should give substantial weight to the Kitsap Regional Coordinating Council's recommendation in adopting the 20-year population and employment distribution.

h. Following adoption of the estimates and/or ranges, each jurisdiction should update its comprehensive plan, ~~so as~~ to arrive at ~~a~~ final ~~population~~ targets consistent with the estimate and/or within the original range as adopted within Appendix B.

i. After each jurisdiction has completed its comprehensive plan update, the final adopted target should be compiled and reviewed through the Kitsap Regional Coordinating Council process and the revised population and employment distribution incorporated into the Countywide Planning Policies. A final distribution to Urban Growth Areas versus non-Urban Growth Areas within the range specified above should then be calculated.

~~6.~~ UGA-6 Policies for Growth Outside of Urban Growth Areas: Fully Contained Communities, National Historic Towns and Master Planned Resorts

~~Under the Growth Management Act (RCW 36.70A.350), fully contained communities (FCCs) may be considered, provided that a portion of the twenty-year population forecast is reserved for & subsequently distributed to the FCC. The GMA requires that FCCs provide for a mix of uses that would provide jobs, housing, & public facilities and services to support a long-term residential population.~~

~~The GMA (RCW 36.70A.360) also allows the consideration of proposed master planned resorts (MPR's) outside of Urban Growth Areas for shorter-term residential uses.~~
~~Master planned resorts are described as self-contained, fully integrated planned developments in areas with significant natural amenities.~~

~~The GMA allows for areas with a federal landmark designation to be developed as National Historic Towns (RCW 36.70A.520). The designation may allow urban services in rural areas dependent upon historic development pattern. Its boundaries and land uses must be consistent with those over the course of its history, but not specific to any point in time.~~

~~Vision 2040 policies state that new FCC's are to be avoided.~~

a. A Master Plan review process and decision criteria for fully contained communities, national historic towns, and master planned resorts should be incorporated in the County's Comprehensive Plan, must reflect the standards and requirements in the GMA, and in addition must address the following:

   i. Provision of necessary public facilities, including but not limited to parks, schools, and public safety facilities should be provided within or along with the development, consistent with adopted capital facility and level of service standards;

   ii. Future assessment of adverse impacts to public infrastructure, nearby communities, adjacent rural areas, environmental resources, and designated resource lands. Such impacts should first be avoided, second minimized, and third mitigated;

   iii. Provisions for review of such developments through the Kitsap Regional Coordinating Council process, in addition to other procedural requirements.

b. Consistent with guidance provided in Vision ~~2040~~ 2050, the Kitsap Regional Coordinating Council shall avoid the establishment of a Fully Contained Community (FCC). Only if it is found necessary to accommodate future urban population growth may the Kitsap Regional Coordinating Council recommend the creation of an FCC and a corresponding new community reserve population. Any such designation shall be fully consistent with all Countywide Planning Policies establishing new Urban Growth Areas (~~Elements B3 and B5~~ (UGA-3 and UGA -5) and RCW 36.70A.350 (2), which, in part, requires that a new community reserve population be established no more than once every five years as a part of the designation or review of Urban Growth Areas and that the Urban Growth Areas shall be accordingly offset.

   In addition, the following shall be included in any County Comprehensive Plan requirements governing FCCs:

   i. a phasing plan that monitors and requires concurrent development of commercial and employment uses with residential development, to insure that the community is fully contained;

ii. a mechanism to insure that the timing of the development components will be fully regulated by the phasing plan;
iii. a substantial public benefit.

c. As Vision ~~2040~~ 2050 requires comprehensive review and consideration of the regional impacts of any proposed Fully Contained Community, the County shall forward the proposal to adjacent counties, the Puget Sound Regional Council, and the Kitsap Regional Coordinating Council for review at the earliest possible point in the process. The Kitsap Regional Coordinating Council shall review the proposal for regional impacts to the following:

i. the regional growth strategy as included in Vision ~~2040~~ 2050;
ii. the split in population growth between the countywide urban and rural areas;
iii. other elements of the Countywide Planning Policies.

Element C: Centers of Growth

~~Centers are intended to be compact and centralized working, shopping and/or activity areas linked to other Centers by transit and non-motorized facilities. [See H. Transportation: 5-6] Centers and their boundaries are intended to be locally determined by the County and the Cities where a community-wide focal point can be provided, significant population and/or employment growth can be located, and the increased use of transit, walking and bicycling can be supported. Designated Centers are intended to define the pattern of future residential and commercial/industrial growth and incorporate opportunities for parks, civic, and public space development in Kitsap County. (See Appendix F for listing of Kitsap Designated Centers.)~~

Centers are the hallmark of Puget Sound Regional Council's (PSRC) Regional Growth Strategy and Vision 2050. They guide regional growth allocations, advance local planning, inform transit service planning and represent priority areas for PSRC federal transportation funding.

Growth in Centers has significant regional benefits, including supporting multi-modal transportation options, compact growth, and housing choices near jobs, climate goals, and access to opportunity. As important focal points for investment and development, Centers represent a crucial opportunity to support equitable access to affordable housing, services, health, quality transit service, and employment, as well as to build on the community assets currently present within centers.

Policies for Centers of Growth (C):

~~The Puget Sound Regional Council has defined several types of Centers within Urban Growth Areas in the four-county planning region, with planning guidelines (Vision 2040).~~

~~1.~~ C-1 Centers are focal points of growth within Kitsap County. In decisions relating to population and employment growth and resource allocation supporting growth, Centers have a high priority.

~~2.~~ C-2 The designation of Centers in Kitsap County shall be consistent with PSRC 2018 Regional Centers Framework Update and ~~Kitsap Countywide Planning Policies encourage the development of Centers~~ according to the ~~following~~ typology set forth in Appendix C:

~~a. Regional Growth Centers:~~

~~i. Metropolitan Centers function as anchors within the region for a high density mix of business, residential, public, cultural and recreational uses, and day and night activity. They are characterized by their historic role as the central business districts of the major cities within the central Puget Sound region, providing services for and easily accessible to a population well beyond their city limits. Metro Centers may also serve national or international roles." (Vision 2040)~~

~~ii. Urban Centers are areas with the comprehensive planning to support a wide range of commercial, housing, and cultural choices. All areas of the Urban Center are serviced by transit throughout the day and much of the area is within walking or bicycling distance. Significant in-fill opportunities exist with the highest residential, commercial, and employment densities expected. (Vision 2040)~~

~~b. Regional Manufacturing/Industrial Centers are major, existing regional employment areas of intensive, concentrated manufacturing and industrial land uses which cannot be easily~~

~~mixed at higher densities with other incompatible uses. To preserve and maximize land at these centers for manufacturing, industry and related uses, large retail uses or non-related offices are discouraged. Provision of adequate public facilities and services, including good access to the region's transportation system, is very important to the success of manufacturing/industrial centers." (Vision 2040)~~

~~c. The following are other types of centers within Kitsap County:~~

~~i. Town or City Centers are usually the existing downtown core of a city or Urban Growth Area. There is an abundant mix of shopping, service, employment, and cultural opportunities. Multifamily housing may be intermixed and single family housing may be within walking or bicycling distance. Infill should include mixed use and higher densities surrounding the Town Center.~~

~~ii. Mixed Use Centers are a generic category that can be described in terms of neighborhoods or districts within a city or Urban Growth Area. The designation represents a commitment to planning for Center development, with a planned mix of housing, commercial, service, and employment opportunities. Most shopping and commercial uses are within a short walking or bicycling distance of housing. There is a higher proportion of multi-family housing at relatively high densities. Navy facilities could be considered for this designation.~~

~~iii. Activity and Employment Centers are areas of concentrated employment and are a magnet for significant numbers of people usually during daytime hours because of business and/or manufacturing activities. They may be located outside of Urban Growth Areas, consistent with the Growth Management Act. Industrial and business parks and Navy employment centers are in this category. Within Urban Growth Areas, the opportunity to include a proportional residential element should be determined on a case-by-case basis, considering the unique geography and economics of the area.~~

~~iv. Transportation Hubs are locations of regional inter-modal connection that may be located outside of Urban Growth Areas. Examples are ferry terminals, the Bremerton National Airport, or certain transit stations.~~

~~3.~~ C-3 ~~Recognizing that communities evolve over time, a jurisdiction may request of the Kitsap Regional Coordinating Council an initial designation or a change in Center status. This request shall be considered and a decision made during the next Countywide Planning Policies amendment cycle. A change in Center status may require action by the Puget Sound Regional Council.~~ Centers of Growth purpose is to implement the PSRC Regional Growth Strategy embodied in Vision 2050 and the 2018 PSRC Regional Centers Framework Update.

a. Each incorporated city shall have at least one Center designation intended and sized to accommodate a concentration of the jurisdiction's growth target (residential and employment). Unincorporated urban growth areas may have a Centers designation.

b. The number of Center designations is determined by the jurisdiction as necessary to accommodate its growth target as demonstrated within its comprehensive plan and/or subarea plan.

~~4.~~ C-4 Centers shall be identified within a local Comprehensive Plan and/or subarea plan, and establish its compliance and consistency with the PSRC 2018 Regional Centers Framework designation criteria and Appendix C. Use of PSRC Centers Plan tools, resources and checklists

are encouraged to ensure compliance and consistency.

a. It is expected that Centers identification within a local comprehensive plan or subarea plan occurs: 1) as part of a GMA required periodic update; 2) an updated PSRC growth target or GMA population forecast/allocation; 3) PRSC major plan update; 4) demonstrated need by jurisdiction to ensure consistency with PSRC Regional Growth Strategy, Vision 2050, and/or GMA; and/or 5) moving from countywide to regional center designation.

b. The local comprehensive plan and/or subarea plan shall include:
   i. Formalized Center boundaries;
   ii. Demonstration of how the center meets the criteria and requirements of the PSRC 2018 Regional Centers Framework and Appendix C (e.g activity unit analysis, size, capacity, infrastructure analysis, multi-modal/transit considerations, etc);
   iii. Identification of growth target (residential and employment) the Center is planning for;
   iv. If a subarea plan is not prepared, the comprehensive plan shall include a specific chapter or specific section(s) dedicated to the Center(s).

c. Center boundaries may expand and reconfigure over time but shall continue to meet the minimum criteria as set forth in PSRC 2018 Regional Centers Framework and Appendix C. Failure of a local jurisdiction's comprehensive plan and/or subarea plan to maintain a Center's designation and minimum criteria will result in its removal from Appendix D.

~~**4.In addition to meeting the applicable criteria above, a request for Center designation or a change in Center status should address the following: (See Appendix G)**~~

~~a. Current or programmed transportation resources (including roads, ferries, transit, airports, bicycle, pedestrian)~~

~~b. Balance of living wage employment opportunities with residential~~

~~c. Proximity and connectivity among jobs, housing, retail services~~

~~d. Types and density of residential uses~~

~~e. Inclusion of affordable housing~~

~~f. Provision of community gathering space, parks, and cultural opportunities~~

~~g. Impacts to ecological functions.~~

~~**Living wage** is the minimum hourly wage needed by a sole provider working full time (2080 hours per year) to cover the costs of food, shelter, clothing, and other basic necessities for their family. The assumption is that living wages vary across communities, based on differences in the cost of living and size of household. [Sources: Economic Policy Institute & KEDA]~~
~~**Living Wage:** Living Wage Calculator for Kitsap County, Pennsylvania State University: http://www.livingwage.geog.psu.edu/~~
~~**Minimum Wage:** WA State Dept of Labor & Industries: http://www.lni.wa.gov/~~

~~**5.**~~ C-5 Countywide Planning Policies Center identification is set forth in Appendix D. The Centers type, jurisdiction, status, and designation process are also set forth in Appendix D.

Element D: Rural Land Uses and Development Patterns (R)

Rural areas of Kitsap County are characterized as having a variety of parcel sizes, with a diversity of land use activities. These areas also contain significant amounts of complex natural systems. It is a high priority to preserve and enhance the rural character of these areas. Counties are responsible for designating and regulating rural areas through the comprehensive planning process. However, rural preservation is a regional issue, and it is important to coordinate these planning objectives with the Cities.

The policies in this chapter are focused on rural lands uses and development patterns. This includes policies focused on preserving rural character and the natural environment, development patterns including Rural Centers and Rural Communities, establishing, and maintaining rural levels of service, and conservation and support for small-scale natural resource land uses in the rural area.

Policies for Rural Land Uses and Development Patterns (R):

~~1.~~ R-1 Preserving rural character and enhancing the natural environment.

a. Preserve the character of identified rural areas by protecting and enhancing the natural environment, open spaces, recreational opportunities, and scenic and historic areas. Support small scale farming and working resource land, promote locally grown food, forestry, eco- and heritage-tourism. Support low-density residential living and cluster development that provides for a mix of housing types, rural levels of service, cultural activities, and employment that services the needs of rural areas at a size and scale that is compatible with long-term character**,** productivity, and use of these lands.

b. The County shall establish low intensities of development and uses in areas outside of Urban Growth Areas to preserve resource lands and protect rural areas from sprawling development.

c. This policy is not intended to preclude the future designation of Urban Growth Areas.

d. Manage and reduce rates of development in rural areas over time through continued and increased allocations of growth to Urban Growth Areas.

~~2.~~ R-2 Preserving rural land use and development patterns:

~~a. Rural Communities are already-existing residential and commercial areas of more intensive rural development designated in the Kitsap County Comprehensive Plan under RCW 36.70A.070.5. In-fill is expected. Rural Communities should be serviced by transportation providers and other services consistent with the Levels of Service adopted by Kitsap County for roads and by Kitsap Transit for transit upon their designation as an area of more intensive rural development.~~

a. Rural Centers are LAMIRDs that are identified in the County's Comprehensive Plan. These existing residential and commercial areas of more intensive rural development are designated in the Kitsap County Comprehensive Plan under RCW30.70A.070(5). In-fill, consistent with Growth

Management Act requirements, is expected. Rural Centers should be served by transportation providers and other services consistent with the Levels of Service adopted by Kitsap County for roads and by service standards set by Kitsap Transit for transit service upon designation as an area of more intensive development.

b. Rural Centers are not Centers of Growth as designated in Element C and in Appendix C. It is recognized that transportation investment, which supports existing and in-fill development allowed under RCW36.70A.070(5), is important to the overall transportation network.

c. Rural Centers include:
    a. Port Gamble
    b. Suquamish
    c. Keyport
    d. Manchester
    e. Type 3 LAMIRDs

d. ~~b.~~**Transportation Hubs** may be located within existing areas of more intensive development. Walking, bicycling, and transit are the major forms of travel. Transportation Hubs are locations of regional intermodal connection. Examples are ferry terminals and transit stations with convenience services.

e. ~~c.~~ The County shall develop criteria consistent with the Growth Management Act for designating future industrial and commercial development outside of Urban Growth Areas that protect rural character while encouraging vehicle trip reduction. The criteria should allow for industrial resource-based land use and recreation and for convenience commercial that is scaled to serve the daily needs of rural residents.

~~3.~~ R-3 Establishing and maintaining rural levels of service:

a. Rural level-of-service standards shall address sewage disposal, water, transportation and other appropriate services. The standards shall be developed based upon levels of service typically delivered in rural areas consistent with RCW 36.70A.030 (16).

b. For purpose of trip reduction, develop a range of alternative modes of transportation consistent with rural levels of service to connect Rural Communities with urban Centers.

c. When sewers need to be extended to solve isolated health, environmental, and sanitation problems, they shall be designed for limited access so as not to increase the development potential of the surrounding rural area.

~~4.~~ R-4 Conserving small-scale natural resource use in rural areas:

a. Rural land use designations in the County's Comprehensive Plan shall recognize ecological functions and support rural uses such as farming, forestry, mining, recreation, tourism, and other rural activities, and permit a variety of low-density residential uses ~~which~~ that preserve rural character and ecological functions, and can be sustained by rural service levels.

b. The County's Comprehensive Plan policies shall promote clustering residential development and other techniques to protect and enhance significant open spaces, natural resources, cultural resources, and critical areas for more effective use of the land. Clustering should not increase residential housing units in the overall area designated as rural, consistent with designated rural

densities. Development clusters shall be designed, scaled and sited in a manner consistent with rural character and the provision of rural levels of service.

c. The County's Comprehensive Plan policies shall support Rural Communities as locations of employment, a mix of housing types, and cultural activities for rural areas that primarily function as locations for service needs such as grocery stores, shopping, and community services, and small-scale cottage industries for the surrounding rural area.

Element E. ~~Countywide Strategies for Open Space Preservation, Resource Preservation, Critical Areas, Air Quality, and Water Quality/Quantity~~ Natural Environment (NE)

~~Open space~~ The natural environment is defined as land area consisting of open space, natural systems, resource lands and critical areas ~~that include building limitations for future development~~. These critical areas include wetlands, wildlife conservation areas, steep slopes, frequently flooded areas and areas with a critical recharging affect. These ~~open space~~ lands also include aesthetic functions such as view sheds of the water or ridgelines. Many of these natural systems are inter-connected and cross multi- jurisdictional boundaries within the County. The strategy is to conserve these areas and connect them to create a regional open space network to protect critical areas, conserve natural resources, and preserve lands and resources of countywide and local significance. The purpose of these strategies is to enhance the quality of countywide water, soil, and air resources ~~and, potentially, climate~~ and reduce and mitigate countywide effects on the changing climate.

The policies in this chapter are focused on a variety of issues involving the natural environment. This includes coordination to protect and create open space corridors, critical areas, listed species and both air and water quality/quantity. In addition, this element addresses watershed and land use planning along with policies that address impacts to Kitsap resulting from changes to our climate.

Policies for the ~~Open Space Preservation, Resource Protection, Critical Areas, Air, and Water Quality/Quantity (PPCAAW)~~ Natural Environment:

~~1.~~ NE-1 Creating a regional network of open space:

a. The County and the Cities shall implement the Kitsap County Open Space Plan and the ~~Kitsap County Consolidated Greenway Plan~~ Kitsap County Non-Motorized Plan, which identify a countywide green space strategy that incorporates planning efforts of the County, Cities, state agencies, non-profit interest groups and land trusts in the County.

b. The County and the Cities shall preserve and enhance, through inter-jurisdictional planning, significant networks and linkages of open space, regional parks and public/ private recreation areas, wildlife habitats, critical areas and resource lands; historic and cultural landscapes; water bodies and trails.

c. The County and the Cities shall frame and separate urban areas by creating and preserving a permanent network of urban and rural open space, including parks, recreation areas, critical areas and resource lands.

d. The Kitsap County Open Space Plan should be reviewed for consistency, where appropriate, with the objectives of the Region Open Space Plan.

e. Planning and investment into parks and open space should consider the proximity of those amenities to urban areas and underserved communities.

f. Promote environmentally sustainable behaviors among community members through education and outreach.

g. Use mitigation or impact reduction requirements to support green infrastructure.

NE-2 Reduce impacts to vulnerable populations such as low-income communities, Black, Indigenous, and communities of color, people with disabilities, seniors and areas that have been disproportionately affected by noise, air pollution, or other environmental impacts.

~~2.~~ NE-3 The County and the cities will ~~C~~conserve~~ing~~ and enhance~~ing~~ the County's natural resources, critical areas, water quality/quantity, and environmental amenities while planning for and accommodating sustainable growth by:

a. ~~The County and the Cities shall~~ ~~p~~Protecting critical areas (wetlands, aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, steep slopes, and geologically hazardous areas) and should consider other environmental amenities ~~such as view corridors, canopy cover, and ridgelines~~.

b. ~~The County and the Cities~~ ~~shall~~ eEstablishing and implementing Best Management Practices to protect the long-term integrity of the natural environment, adjacent land use, and the productivity of resource lands.

c. ~~The County and the Cities~~ ~~shall~~ eEstablishing procedures to preserve significant historic, ~~visual~~ archaeological, and cultural resources ~~including views, landmarks, archaeological sites, and areas of special locational character~~.

d. ~~The County and the Cities shall~~ eEncouraginge the use of environmentally sensitive development practices to minimize the impacts of growth on the County's natural resource systems.

e. ~~The County and the Cities shall~~ ~~p~~Protecting and enhancinge the public health and safety and the environment for all residents, regardless of social or economic status, by reducing pollutants, as defined by WA State and federal law.

f. ~~The County and the Cities shall~~ ~~w~~Working together to identify, protect, and restore networks of natural habitat areas and functions that cross jurisdictional boundaries.

g. ~~The County and Cities shall~~ ~~p~~Protecting and enhancinge ecosystems that support Washington State's Priority Habitat and Species as identified by the Washington Department of Fish and Wildlife.

h. Incorporate and incentivize anti-displacement tools and policies.

i. Ensure accessibility of green spaces for people of all abilities and transportation methods.

j. Work together to preserve, restore, and reduce impacts on natural systems, including the Salish Sea, wildlife and salmon, and water quality of Kitsap County's watersheds and ecosystems.

~~3.~~ NE-4 Protection of air quality is accomplished by reducing the levels of toxins, fine particles, and greenhouse gases released into the environment, especially through transportation activities.

a. The County and Cities, in their respective comprehensive plans, should include specific goals and policies to enhance air quality by reducing the release of toxins, fine particles, and greenhouse gases.

b. The County and Cities should adopt and implement purchasing policies/programs for

vehicles/equipment that use clean efficient fuels.

~~4.~~ NE-5 Protection of water quality and quantity is accomplished by reducing the amount of toxins and pathogens in our water supply.

a. The County and Cities should adopt policies in their Comprehensive Plans to reflect that surface and storm water and aquifer recharge areas should be treated as a resource.

b. The County and Cities should continue to be models for low impact development and implement such programs whenever practical.

c. The County and Cities should develop and implement a program, as funding allows and where feasible, to retrofit infrastructure to current standards~~, that was developed prior to the implementation of best practices~~ in surface and storm water management programs.

~~5.~~ NE-6 Listed species recovery under the Endangered Species Act (ESA):

a. The County and the Cities shall preserve, protect, and where possible, restore the functions of natural habitat to support ESA-listed species, through the adoption of comprehensive plan policies, critical area ordinances, shoreline master programs and other development regulations that seek to protect, maintain or restore aquatic ecosystems associated habitats and aquifer through the use of management zones, development regulations, incentives for voluntary efforts of private landowners and developers, land use classifications or designations, habitat acquisition programs or habitat restoration projects.

b. The County and the Cities shall provide incentive-based non-regulatory protection efforts such as acquisition of priority habitats through fee-simple and conservation easements from willing sellers.

c. The County and the Cities shall jointly establish and implement monitoring and evaluation program to determine the effectiveness of restoration, enhancement, and recovery strategies for salmon including ESA-listed species. Each jurisdiction shall apply an adaptive management strategy to determine how well the objectives of listed species recovery and critical habitat preservation/restoration are being achieved.

~~6.~~ NE-7 Coordination of watershed and land use planning:

a. The County and the Cities shall participate in a planning program that determines changes in stream hydrology and water quality under different land use scenarios at full build-out of designated land use classifications.

b. The County and the Cities shall coordinate land use planning using watersheds or natural drainage basins to implement strategies for restoration of aquatic habitat and to reduce impacts to other natural systems and participate in efforts to improve the health of our waterways**.**

c. Kitsap County shall coordinate and maintain a regional database of best available science for the purpose of modifying Critical Areas Ordinances, if funding is available.

d. Upon adoption of a state classification system, the Cities and the County shall establish a single system for stream typing.

~~7.~~ NE-8 Policies and actions to address climate change:

a. The County and the Cities should continue support for focusing growth in urban areas, centers, and high-capacity transit areas located near transit options and proximity to jobs.

b. The County and the Cities should update land use regulations, where appropriate, to allow electric vehicle infrastructure and businesses that promote climate change goals consistent with state requirements.

c. The County and the Cities should establish and/or support programs to reduce greenhouse gas emissions and to increase energy conservation and alternative/clean energy among both public and private entities.

d. The County and the Cities should provide continued support for using natural systems to reduce carbon in the atmosphere by establishing programs and policies that maintain and increase forests and vegetative cover.

e. The County and the Cities should plan for and consider impacts from climate change including sea level rise, flooding, wildfire hazards, and urban heat on both existing and new development.

f. The County and the Cities should recognize state and regional targets to reduce greenhouse gas emissions as they update local plans and regulations.

Element F. Contiguous, Compatible, and Orderly Development (D)

Upon designation of Urban Growth Areas, the County and Cities will need to develop consistent implementation measures to ensure that development occurs in an orderly and contiguous manner. The intent of the following countywide planning policies is to minimize differences in urban development regulations and standards between the County and the Cities and to facilitate the economical provision of urban services to development.

Coordination between KRCC members is vital to ensure contiguous, compatible, and orderly development in the county. The policies in this chapter not only outline the purpose for, and reasons why inter-jurisdictional planning is important at the federal, tribal, state, local, and special purpose government but how that coordination with take place at the KRCC. In addition, these policies focus on specific topics where coordination is essential. This includes but is not limited to land use, transportation, infrastructure planning and community design and development. Finally, these policies outline measures to address displacement as growth occurs in Kitsap and how KRCC members can look at growth issues through an equity lens when important decisions are made.

Policies for Contiguous, Compatible, and Orderly Development (~~CCO~~D):

~~1.~~ D-1 Encouragement of cooperative inter-jurisdictional planning by federal, tribal, state, local, and special purpose government:

a. Inter-jurisdictional discussion, information exchange, and coordination of proposals shall be initiated as early and expeditiously as possible by the responsible agencies, to aid in the smooth transition of governance.

b. Initial inventories and analyses of utilities and public services information are critical to the planning process and shall be made available as early and expeditiously as possible by the responsible agencies.

c. The Kitsap Regional Coordinating Council may establish or designate on-going technical committee(s) comprised of representatives from utilities and service providers to investigate long-range regional needs for various facilities and services, including but not limited to those for transportation, sewer and storm drainage, availability and delivery of potable water, solid waste, broadband, parks and recreation, and open space.

d. The Countywide Planning Policies will further the implementation of Vision 2040 and Transportation 2040 as adopted by the Puget Sound Regional Council.

~~2.~~ D-2 Inter-regional coordination of land use and transportation, environmental, and infrastructure planning:

a. The County and the Cities shall participate in the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization.

b. Locally-generated data shall be provided to the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization for use in their coordination of population forecasts, land use, and transportation.

c. The planning proposals of these regional organizations shall be monitored, and adjustments

recommended to ~~insure~~ ensure that they accurately reflect local needs and plans.

d. Recognize and work with corridors that cross jurisdictional boundaries (including natural systems, and transportation and infrastructure systems) in community planning, development, and design.

~~3.~~ D-3 Fiscal equity:

~~a. It is recognized that fiscal disparities exist as a result of growth and changes in municipal boundaries. The Kitsap Regional Coordinating Council shall monitor the Revenue Sharing Inter-local Agreement among the County and Cities (shown as Appendix D) and seek additional ways to address fiscal disparities as they relate to promoting coordinated development and the implementation of the Growth Management Act.~~

b. The County and the Cities shall work together to ~~insure~~ ensure that all fees associated with development approval are based upon the real cost of service and act to encourage development within designated Urban Growth Areas.

c. The Kitsap Regional Coordinating Council ~~shall~~ should facilitate on-going regional discussion on revenue equity issues.

~~4.~~ D-4 Community design and development: Strategies should promote orderly development that reflects the unique character of a community and encourages healthy lifestyles through building and site design and transportation connectivity. In addition, sustainable economic and environmental development techniques should be utilized to enhance the quality of life:

a. Utilize design strategies to ensure that changes in the built environment provide continuous and orderly development.

b. Encourage development that reflects unique local qualities and provides an economic benefit to the community.

c. Design mixed use developments and local street patterns to improve the environment for overall mobility and accessibility to and within the development through multi-modal transportation options that serve all users.

d. Design of transportation networks should fit within the context of the built and natural environment, enhancing the community, connectivity, and physical activity in the area community wide and specifically in designated growth centers and high transit areas.

e. Design schools, institutions and public facilities to be compatible with the surrounding community character and needs.

f. Use sustainable building techniques (such as rehabilitation/re-use, LEED [Leadership in Energy & Environmental Design], Low Impact Development, energy-efficient fixtures, etc.) in the design and development of the built environment.

g. Support urban design, historic preservation, and arts to enhance quality of life.

- Promote solar, wind, tidal, wave generation, and other renewable energy generation where appropriate to serve the community.

D-5 Equity: Services and access to opportunity for people of color, people with low incomes,

and historically underserved communities is important. It ensures all people can attain the resources and opportunities to improve their quality of life. Policies focused on equity are contained throughout the Countywide Planning Policies.

a. Support PSRC in the development of a Regional Equity Strategy that will provide tools, resources, and guidance to integrate this issue into planning processes.
b. Planning for parks/open space, future growth, housing, transportation, public facilities, and services, and where uses are located all have an impact on our community. As comprehensive plans are updated, the County and cities should consider how these decisions impact historically underserved communities and coordinate on ways to address for those impacts together.

D-6 Displacement: As the region continues to grow, population and employment growth is focused within our urban areas. As redevelopment takes place, however, there is a potential for physical, economic, and cultural displacement of low- income households that may result from planning, public investments, private redevelopment, and market pressures. As important planning, transportation, and redevelopment takes place:

c. Consider developing coordinated strategies and interjurisdictional processes between the County and cities to mitigate the impacts of displacement.
d. Consider implementing flexible strategies that will encourage development of a range of affordable housing, both public and private.

Element G. ~~Siting~~ Public Capital Facilities and Essential Public Facilities

~~The Growth Management Act requires local governments to inventory existing capital facilities owned by public entities, to identify locations and to determine capacities to meet future demand for growth without decreasing levels of service. The Washington State Office of Financial Management is responsible for identifying and maintaining a list of essential state public facilities that are required or likely to be built within the next six years as required by the Growth Management Act. Counties and cities are also required to coordinate the siting of countywide and statewide capital facilities to mitigate potential adverse impacts from the location and development of these facilities.~~

The Growth Management Act (GMA) requires that Countywide Planning Policies address siting public capital facilities of a countywide or statewide nature, including transportation facilities of statewide significance. The term capital facilities of countywide of statewide nature is not defined in state law but is synonymous with essential public facilities, which are defined in the GMA. Essential public facilities include facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, regional transit authority facilities, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities (RCW 36.70A.200). The policies in this chapter focus on areas where coordination is necessary for the siting of essential public facilities, including transportation facilities and services of statewide significance.

Each city and county is required to have a capital facilities plan. Capital facilities include, but are not limited to, water systems, sanitary sewer systems, stormwater facilities, reclaimed water facilities, schools, parks and recreational facilities, police and fire protection facilities. PSRCs Multicounty Planning Policies (MPPs) have further refined these requirements to encourage the county and cities to coordinate planning efforts, especially where it would improve service to the public and protect the environment. This chapter provides public capital facility policies, which serve to implement PSRCs Multicounty Planning Policies (MPPs) and enhance coordination.

Policies for ~~Siting~~ Public Capital Facilities (CF):

~~1.~~ CF-1 Identification of needed capital facilities:

a. The County and the Cities shall each inventory their existing capital facilities and identify needed facility expansion and construction and provide that data to the Kitsap Regional Coordinating Council.

~~b. The Kitsap Regional Coordinating Council shall develop and maintain a list of public capital facilities needed to serve Kitsap County as a whole, based upon the County and Cities' Comprehensive Plans, the Countywide Coordinated Water System Plan, and other appropriate system plans. These include, but are not limited to, solid and hazardous waste handling facilities and disposal sites, water and wastewater treatment facilities, regional water supply inter-tie facilities, education institutions, airports, local correctional facilities, in-patient facilities including hospitals and regional park and recreation facilities, and government buildings that serve Kitsap County as a whole, including those essential public facilities as defined in RCW 36.70A.200.~~

~~2.~~ CF-2 Location of public capital ~~and public~~ facilities:

a. If the primary population served by the facility is urban, the facility should be located in a City or Urban Growth Area where feasible.

b. Public capital facilities that generate substantial travel demand should be located along or near major transportation corridors and existing public transportation routes.

c. Public capital facilities shall not be located in designated resource lands, critical areas, or other areas where siting of such facilities would be incompatible.

d. Encourage the design of capital facilities and utilities in rural areas to be at a size and scale appropriate to rural locations, so as not to increase development pressure.

~~3.~~ CF-3 Some regionally significant public capital facilities may be located outside of Urban Growth Areas. Capital facilities located beyond Urban Growth Areas should be self-contained or be served by services in a manner that will not promote sprawl.

~~4.~~ CF-4 Promote affordability and equitable access of public capital facilities to all communities, including those communities that have been historically underserviced.

~~5.~~ CF- 5 Consider disproportionately burdened communities when siting or expanding capital facilities.

~~6. Establishing a process and review criteria for the siting of facilities that are of a countywide or statewide nature:~~

~~a. When essential public facility as defined in RCW 36.70A.200 is proposed in Kitsap County, and its location has not been evaluated through a regional siting process pursuant to WAC 365-196-550 (3) (d), the Kitsap Regional Coordinating Council shall appoint a Facility Analysis and Site Evaluation Advisory Committee composed of citizen members selected by the member jurisdictions to represent a broad range of interest groups to evaluate proposed public facility siting. At a minimum this evaluation shall consider:~~

~~i. The impacts created by existing facilities;~~

~~ii. The potential for reshaping the economy, the environment and community character;~~

~~iii. The development of specific siting criteria for the proposed project, giving priority consideration to siting within Designated Centers;~~

~~iv. The identification, analysis and ranking of potential project sites;~~

~~v. Measures to first minimize and second mitigate potential physical impacts including, but not limited to, those relating to land use, transportation, utilities, noise, odor and public safety;~~

~~vi. Measures to first minimize and second mitigate potential fiscal impacts.~~

~~b. Certain public capital facilities such as schools and libraries that generate substantial travel demand should be located first in Designated Centers or, if not feasible to do so, along or near major transportation corridors and public transportation routes.~~

~~c. Some public capital facilities, such as those for waste handling, may be more appropriately located outside of Urban Growth Areas due to exceptional bulk or potentially dangerous or objectionable characteristics. Public facilities located beyond Urban Growth Areas should be self-contained or be served by urban governmental services in a manner that will not~~

~~promote sprawl. Utility and service considerations must be incorporated into site planning and development.~~

~~d. Uses shall adhere to local health district or state agency rules regarding commercial and industrial use of on-site sewage systems.~~

~~e. The multiple use of corridors for major utilities, trails and transportation rights-of-way is encouraged.~~

~~f. County and City comprehensive plans and development regulations shall not preclude the siting of essential public facilities.~~

~~g. Public facilities shall not be located in designated resource lands, critical areas, or other areas where the siting of such facilities would be incompatible.~~

CF-6. Uses shall adhere to local health district or state agency rules regarding commercial and industrial use of on-site sewage systems.

CF-7. The multiple use of corridors for major utilities, trails and transportation rights-of-way is encouraged.

CF-8. Support efforts to increase the resilience of public services, utilities, and infrastructure by preparing for disasters and other impacts and having a coordinated planning for system recovery.

CF-9. Site schools, institutions, and other community facilities that primarily serve urban populations within the urban growth area in locations where they will promote the local desired growth plans, except as provided for by RCW 36.70A.211.

Policies for Siting Essential Public Facilities, including transportation facilities and services of statewide significance.

CF-10. County and City comprehensive plans and development regulations shall not preclude the siting of essential public facilities.

CF-11. The County and Cities should collaborate with other public agencies and special districts to identify where there could be opportunities to co-locate facilities.

CF-12. The siting or expansion of essential public facilities should support protection of the environment and public health, including impacts upon historically marginalized populations and disproportionally burdened communities.

CF-13. A proposed essential public facility could impact another KRCC member organization. It is important that communication between KRCC members takes place when an essential public facility permit application is submitted. Therefore, the County or City processing an essential public facility permit application shall send notice to each KRCC member organization as part of the notice of application comment period. This will ensure there is time to communicate and coordinate early in the permit process.

~~7.~~ C

~~8.~~ F-14 Air transportation facilities in Kitsap County:

a. The County~~ies~~ and the Cities shall recognize the importance of airports as essential public facilities and the preservation of access to the air transportation system.

b. The County and the Cities shall ensure the safety of the community and airport users through compatible land use planning adjacent to airports, minimize noise impacts, and coordination of the airport with ground access. Examples would include not encouraging or supporting higher residential densities, schools, or hospitals near airports or airport approach corridors.

c. The County and the Cities should clearly communicate the decision-making authority associated with development of new and modifications to existing air transportation facilities, including the role of federal, state, county, and local regulators.

d. The County and Cities should establish and implement procedures for public engagement associated with the development of new airports or changes or expansions to existing airports, as mandated through existing federal and state laws.

e. Changes to air transportation facilities should align with the Port of Bremerton's adopted master plan.

f. The County and Cities are encouraged to coordinate when updates to regulations are being considered.

~~e. The County and the Cities shall plan for heliports throughout Kitsap County for emergency use.~~

CF-15 Transportation facilities and services of statewide significance

a. ~~When a transportation facility or service project meeting the requirements of RCW 47.06.140 is proposed, impacted jurisdictions should coordinate together in consultation with the Washington State Department of Transportation.~~ Jurisdictions, transit agencies, and the Washington State Department of Transportation impacted by transportation facilities or services of statewide significance as defined int RCW 47.06.140 should cooperate in the planning, maintenance, and improvements of the facilities.

Element H. Transportation

The Growth Management Act requires that transportation planning be coordinated with the land use elements of local comprehensive plans as well as among local and state jurisdictions. ~~The Growth Management Act further requires that transportation planning be coordinated with the land use elements of local comprehensive plans.~~ In addition, transportation policies should be consistent with the policies contained within Puget Sound Regional Councils (PSRC) Transportation and Vision plans. Coordination of land use and transportation plans will allow Kitsap County and the ~~Kitsap C~~cities to meet three inter-related transportation goals:

- ~~Serve Designated Centers to r~~Reduce sprawl, conserve land and make more efficient use of infrastructure~~,~~.
- Preserve air and water quality, the natural environment, and address impacts contributing to climate change. ~~the natural environment, including water and air quality and, potentially, climate~~.
- Provide a balanced system for the efficient, clean**,** safe movement of people, goods and services ~~among Designated Centers~~ within Kitsap County and the larger Puget Sound region.

The intent of the following policies is to define appropriate methods and strategies to achieve these goals through inter-regional and intra-regional coordination among transportation and land use planning agencies.

For the purpose of this Policy, the following transportation facilities are of countywide significance:

a. state and federal highways;
b. ~~major~~ principal arterials;
c. public transit facilities and services;
d. non-motorized facilities ~~connecting designated centers~~ which provide inter-county transportation connections;
e. marine transportation facilities (ferries, shipping);
f. airports ~~and heliports~~ (passenger and/or freight);
g. rail facilities (passenger and/or freight)

The following facilities and system components should be included in the multi-modal network:

a. roads, including major highways, arterials and collectors; b public transit, including bus, rail, and park & ride lots;
c. non-motorized facilities;
d. vehicle and public or private passenger only ferries;
e. airports;
f. parking facilities that support the multi-modal network;
g. facilities related to implementation of transportation demand management strategies;
h. intelligent transportation systems (ITS).

Policies for Transportation (T):

~~1.~~ T-1 Strategies to optimize and manage the safe use of transportation facilities and services:

a. The County and the Cities shall each emphasize the maintenance and preservation of their existing transportation network.

b. Through the regular update of the Transportation Element of their Comprehensive Plan, the County and the Cities should each identify Level of Service (LOS) and prioritize operational and safety deficiencies, with the goal of ~~substantially reducing~~ achieving zero deaths and serious injuries.

c. The County and the Cities should utilize Transportation System Management strategies such as parking restrictions, traffic signal coordination, transit queue jumps (traffic signal modification equipment that allows busses to move ahead of other vehicles), opti-com systems ramp metering, ~~striping~~ development of non-motorized transportation facilities, traffic calming devices, and real time sensor adjustments for traffic signals.

d. The County and the Cities should develop and implement access management regulations that provide standards for driveway spacing and delineation, and encourage the joint use of access points where practical.

e. The County and the Cities ~~shall~~ should actively seek opportunities to share facilities, expertise, and transportation resources, such as multiple use park & ride/parking lots or shared traffic signal maintenance responsibility.

~~2.~~ T-2 Reducing the rate of growth in auto traffic, including the number of vehicle trips, the number of miles traveled, and the length of vehicle trips taken, for both commute and non-commute trips:

a. ~~The County and the Cities~~ Jurisdictions and agencies shall provide both infra-structure and policy incentives to increase the use of non-SOV modes of travel.

i. The range of infrastructure incentives to encourage the use of non-SOV modes of travel could include the following:

- Provide public transit, including preferential treatments for transit, such as queue by-pass lanes (dedicated bus lanes that allow for transit queue jumps), traffic signal modifications, and safe, transit stops.

~~The State of Washington has taken steps to reduce greenhouse gas emissions and vehicle miles traveled. Not only does reducing the overall amount of travel produce benefits for improving air quality and curbing emissions related to climate change, it also lessens traffic congestion. Developing a transportation system that provides more opportunities for walking, bicycling, or using transit also creates more choices and options for people.~~

~~The WA State Dept of Transportation and Vision 2040 policies identify telework (or tele-commuting) as a viable transportation alternative. The WSDOT-funded 2008 Kitsap Telework Pilot Project noted the particular importance of telework in rural areas, where citizens tend to drive greater distances.~~

- Provide integrated transfer points to facilitate seamless trips between transit and other modes of travel, particularly at ferry terminals, including park & ride lots, bike storage facilities, carpool/vanpool and transit advantages to ease ingress/ egress, with proximity to actual connection points, and innovative transit-oriented development.

- Provide ~~non-recreational~~ bicycle and pedestrian facilities, including safe neighborhood walking and biking routes to school.

- During the development of all state~~, county, and city~~ highway capacity improvement projects, consider the ~~market~~ demand for non-SOV travel and the addition of High Occupancy Vehicle (HOV) lanes, park & ride lots, and appropriate infrastructure for

both bicycling and walking.

ii. The range of policy incentives to encourage the use of non-SOV modes of travel could include, but is not limited to the following:

- Increased emphasis on the Commute Trip Reduction Program already in place (including ridesharing incentives), with Kitsap Transit designated as the lead agency, including program promotion and monitoring.
- Managed parking demand at ferry terminals, employment, and retail centers to discourage SOV use through privileged parking for HOV users, fee structure and parking space allocations.
- Encouraging telecommuting, flexible, and compressed work schedules, and home-based businesses as a viable work alternative.
- Encouraging the shift of work and non-work trips to off-peak travel hours.
- Congestion pricing.
- Auto-restricted zones.
- Promotion of driver awareness through educational efforts.

d. The County and the Cities shall develop ~~standards for~~ Complete Streets standards that address bicycle and pedestrian facilities for development of new streets and reconstruction of existing streets as appropriate, consistent with State law.

e. In Designated Centers, the jurisdictions should complete missing vehicular and non-motorized links ~~between key arterials to accommodate pedestrian and bicycle facilities,~~ without compromising safety standards.

f. The County and the Cities shall develop bicycle and pedestrian plans, which should be coordinated across jurisdictional boundaries with particular consideration to providing safe routes for children to walk and to bike to school.

~~Vision 2040 and Transportation 2040 emphasize Complete Streets, which ensure that transportation facilities serve all users and all ages and abilities. By designing and operating Complete Streets, local jurisdictions provide pedestrians, bicyclists, motorists, and transit riders with safer travel and can avoid expensive retrofits, encourage physical activity and help create walkable communities. There is no singular design prescription for Complete Streets; each one is unique and responds to its community context.~~

g. Kitsap Transit shall review and comment on development proposals where appropriate, to facilitate convenient use and operation of appropriate transit services**.**

~~3.~~ T-3 Environmental and human health impacts of transportation policies:

a. Transportation improvements shall be located and constructed ~~so as~~ to discourage/minimize adverse impacts on water quality, human health, safety, and other environmental features.

b. The County, the Cities, and Kitsap Transit ~~shall~~ should consider programming capital improvements and transportation facilities ~~that~~ designed to promote human health and

alleviate and mitigate impacts on air quality, greenhouse gas emissions and energy consumption, such as: high-occupancy vehicle lanes; public transit; vanpool/ carpool facilities; electric and other low emission vehicles including buses; charging stations for all types of electric vehicles, bicycle and ~~pedestrian facilities that are designed for functional transportation~~ shared mobility options, and partnerships with the private sector.

c. The County and the Cities shall ensure environmental protection, water quality, and conformance with ESA requirements through best management practices throughout the life of the transportation facilities~~, including:~~

~~i. Facility design, and in particular low impact development strategies for the collection and treatment of storm water and surface run-off.~~

~~ii. Avoiding construction during the rainy season.~~

~~iii. Regular and routine maintenance of systems.~~

d. The County, the Cities, and Kitsap Transit should support Puget Sound Clean Air Agency public education about anti-pollution measures.

~~4.~~ T-4 Recognizing that the County and the Cities each encompass a range of development and density patterns, each jurisdiction shall designate its Centers consistent with the criteria set forth in Element C of the Countywide Planning Policies. The following policies relate to planning guidelines to support efficient and equitable transit and pedestrian travel appropriate to each type of urban and rural development or re-development:

a. The County and the Cities shall each prepare development strategies for their Designated Centers that encourage focused mixed use development and mixed type housing to achieve densities and development patterns that support multi-modal transportation. Transportation plans and programs shall serve all users of all ages and abilities, address access to employment and education opportunities, and recognize and minimize negative impacts to people of color, people with low-incomes, and people with special transportation needs.

b. The County and the Cities should allow flexible, alternative, and emerging transportation modes.

c. The County and the Cities shall work with residents to understand their transportation needs. Analysis of transportation plans and programs shall include input from a diverse group of community members.

d. In Urban Growth Areas, comprehensive plans should promote pedestrian- and transit-oriented development that includes access to alternative transportation and, in the interest of safety and convenience, includes features, such as lighting, pedestrian buffers, sidewalks, and access enhancements for physically challenged individuals.

e. Rural Communities shall accommodate appropriate pedestrian/bicycle connections and transit service and facilities consistent with rural ~~levels of service~~ service standards in order to minimize vehicle trips.

f. Rural Communities shall accommodate appropriate pedestrian/bicycle connections and transit service and facilities consistent with rural services standards in order to minimize vehicle trips.

~~5.~~ T-5 Transportation linkages between designated local~~, and~~ regional, and candidate Centers:

a. Regional corridors shall be designated for automobile, freight, transit, HOV facilities, rail, marine, bicycle, and pedestrian travel between designated ~~c~~Centers as part of the countywide transportation plan.

b. The transportation system linking ~~D~~designated Centers within the county ~~shall~~ should be transit- oriented ~~and~~ pedestrian and bicycle friendly.

~~6.~~ T-6 Freight transportation:

a. ~~Preferred routes for the movement of freight shall be identified as part of the countywide transportation plan.~~ The freight system in Kitsap County should be developed, expanded, and maintained to support the efficient and reliable movement of goods for local, regional, and international commerce.

b. The County and the Cities shall work to ensure that compatible land uses are applied along designated freight corridors; including, but not limited to, corridors for air, rail, road and marine traffic.

c. The County and the Cities shall use appropriate roadway standards for designated freight corridors.

~~7.~~ T-7 Transportation relationships with the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization:

a. The Countywide Planning Policies should ~~support adopted~~ be compatible with regional and state plans and policies**.**

b. The County and the Cities ~~shall~~ should actively participate in the Puget Sound Regional Council and the Peninsula Regional Transportation Planning Organization (RTPO) to assure that transportation planning in the two regions is consistent and accurately reflects local needs related to identified regional system components.

c. ~~The Kitsap Regional Coordinating Council shall serve as the point of coordination to assure Puget Sound Regional Council and Peninsula RTPO planning programs are consistent and mutually beneficial to jurisdictions within Kitsap County.~~

d. ~~The Transportation Improvement Program (TIP) for Kitsap County shall continue to be a part of the regional TIP adopted by the Puget Sound Regional Council. Local review, comment and recommendations shall be coordinated through the Kitsap Regional Coordinating Council.~~

~~8. Identification of needed transportation related facilities and services within Kitsap County:~~

a. ~~The Puget Sound Regional Council and the Peninsula RTPO shall identify regional system components and related improvements within Kitsap County with the concurrence of the Kitsap Regional Coordinating Council.~~

b. ~~A countywide transportation plan developed by the Kitsap Regional Coordinating Council shall be prepared pursuant to the Growth Management Act to identify countywide transportation facility and service needs. A technical committee including transit and local, regional, and state transportation providers shall be used in this process.~~

~~9.~~ T-8 Coordination of intra-county transportation planning efforts:

a. The Puget Sound Regional Council reviews Cities' and the County's Comprehensive plans for consistency of land use and transportation elements.

b. The County and the Cities shall address compatibility between land use and transportation facilities by:

i. Not using new road improvements ~~to justify~~ as the catalyst for land use intensification.

ii. Managing access on new transportation facilities outside Urban Growth Areas.

iii. Allowing phased development of improvements including acquiring right of way.

iv. Using comprehensive plans and development regulations to ensure that development does not create demands exceeding the capacity of the transportation system, such as: density limits in areas outside of Urban Growth Areas; concurrency management and adequate public facility regulation; integrated multi-modal and non-motorized networks.

c. The County and the Cities shall work together in a coordinated, iterative process to periodically reassess whether regional land use and transportation goals can realistically be met. If transportation adequacy and concurrency cannot be met, the following actions should be considered:

i. Adjust land use and/or level of service (LOS) standards and consider adopting multi-modal solutions.

ii. Make full use of all feasible local option transportation revenues authorized but not yet implemented.

iii. Work with Washington State Department of Transportation ~~(including Washington State Ferries)~~, Kitsap Transit, and the private sector to seek additional State transportation revenues, state and federal grants for infrastructure improvements, and local options to make system improvements necessary to accommodate projected population growth.

d. Adjacent jurisdictions in Kitsap County shall ~~develop consistent~~ coordinate when assigning street classifications ~~system~~ and developing street standards.

e. Kitsap Regional Coordinating Council may establish a process for evaluating development impacts including those that may affect neighboring jurisdictions within the county.

f. The Kitsap Regional Coordinating Council ~~shall function~~ should work together to ensure that transportation planning, system management and improvements at local, regional, and state levels are coordinated, complementary, and consistent with adopted comprehensive land use plans.

~~**10.**~~ T-9 Coordinated and consistent level of service (LOS) standards:

a. The County and the Cities should develop comparable level of service standards among the County, Cities and the State of Washington for identified regional system components.

b. The County and the Cities shall adopt roadway LOS standards. Urban growth management agreements shall designate level of service standards. Jurisdictions should also expand LOS standards to address multimodal concurrency, including non-motorized modes of transportation.

c. The County and the Cities shall adopt transit LOS in the form of "Service Standards" that have been adopted by ~~the~~ Kitsap Transit ~~Board of Commissioners~~. The standards shall consider both frequency of service and bus capacity.

d. Consistent with State law, the County and Cities shall recognize the Level of Service Standards for Highways of Statewide Significance, including principal arterial ferry routes, that have been adopted by the Washington State Department of Transportation, in their respective Comprehensive Plans.

e. For State highways and facilities of regional significance, ~~including the Southworth ferry route,~~ the County and the Cities shall include the Level of Service Standards adopted for these routes by the Puget Sound Regional Council, the Peninsula RTPO, and the Washington State Department of Transportation, in their respective Comprehensive Plans.

f. On highways and streets which are subject to concurrency requirements, the County and the Cities shall each identify capacity deficiencies and either address them in terms of identified funding, adjustment to the LOS standard (as set by the local agency), placeing restrictions on development, which could include modifications to permit applications, denial of permit applications, or a temporary moratorium on development.

g. On highways and streets which are subject to concurrency requirements, new development should not cause LOS to degrade to a level lower than the adopted standard, consistent with State law**.**

Element I. Housing (AH)

The Growth Management Act (GMA) requires cities and counties to encourage the availability of housing that is affordable for all income levels at a variety of housing densities. Local jurisdictions are also encouraged to preserve existing housing resources in their communities, and to provide an adequate supply of housing with good access to employment centers to support job creation and economic growth. (WAC 365.196.410)

VISION 2040 2050 also takes a comprehensive approach to addressing the range of housing needs. Housing is addressed throughout GMA requirements and Vision policies are reflected in the Countywide Planning Policies. See box on right for specific references.

Countywide Planning Policies Addressing Jobs Housing Balance:	
C:2/ C:4	Centers as areas of a mix of business, commercial and residential uses
F:4-c	Mixed used development
J:1-b	Employment for diverse segments of the community
J:1-e	Economic Prosperity and increased job opportunities
J:2	Promoting development of designed industrial and commercial areas
J:3	Monitoring land supply

Jobs-Housing Balance:
Jobs-housing balance refers to relationship of housing supply and the job base. There are transportation implications in terms of improving accessibility between where jobs are located and where people live, as well as access to goods, services and other amenities. Policies in Element C: Centers of Growth, Element F: Contiguous, Compatible and Orderly Development, and Element J:
Countywide Economic Development are all part of the County's overall approach to jobs-housing balance.

Best Practices in Housing:
The County and the Cities recognize the value of housing practices that preserve existing neighborhoods and communities, use land more efficiently, make services more economical, and meet the diverse needs of our county's changing demographics. The Community Design and Development Policies in Element F: Contiguous, Compatible and Orderly Development address key innovative practices and design principles for development and housing.

Affordable Housing:
Housing affordability refers to the balance (or imbalance) between household income and housing costs. Affordable housing is a major challenge in Kitsap County.

The following definitions relate to the Countywide Planning Policies: **Housing** shall mean housing intended for a full range of household incomes. These income levels are defined as follows (WAC 365.196.410 [2]-e-i-C):

- **Extremely low-income** shall mean those households that have incomes that are at or below 30% of the countywide median income.
- **Very low-income** shall mean those households that have incomes that are within the range of 31 - 50% of the countywide median income .
- **Low-income** shall mean those households that have incomes that are within the range of 51 - 80% of the countywide median income.
- **Moderate-income** shall mean those households that have incomes that are within the

range 81-95% of the countywide median income.

- **Middle-income** shall mean those households that have incomes that are within the range of 96-120% of the countywide median income.
- **Upper-income** shall mean those households that have incomes above 120% of the countywide median income

Policies for Affordable Housing (AH):

~~1.~~ AH-1 Coordinated process among County, Cities, and housing agencies for determining and fulfilling housing needs, and the equitable distribution of affordable housing at all income levels in Kitsap County:

a. The County and the Cities ~~should~~ shall inventory the existing housing stock consistent with the Growth Management Act synchronized with County and Cities' respective Comprehensive Plan updates, and correlate with current population and economic conditions, past trends, and ~~ten year~~ population and employment forecasts~~,~~. ~~to determine s~~Short and long-range housing needs, including rental and home ownership should also be evaluated. Navy personnel housing policy should also be considered.

b. Local housing inventories, projections, and equitable distribution strategies should be compiled, updated, and monitored ~~under the coordination of the Kitsap Regional Coordinating Council to identify countywide conditions and projected needs~~.

~~c. Sufficient land supply for housing including various housing types shall be identified and monitored through regular updates to the countywide Buildable Lands Analysis [see Element B-1 Land Utilization and Monitoring Programs].~~

d. The County and the Cities should each identify specific policies and implementation strategies in their Comprehensive Plans and should enact implementing regulations to provide a mix of housing types ~~and costs to achieve identified goals~~ for housing at all income levels, including easy access to employment centers.

e. The County and the Cities shall incorporate a regular review of public health, safety, and development and environmental regulations pertaining to housing implementation strategies to assure that:

i. protection of the public health and safety remains the primary purpose for housing standards
ii. regulations are streamlined and flexible to minimize additional costs to housing.

~~2.~~ AH-2 Recognizing that the ~~market place~~ marketplace makes adequate provision for those in the upper economic brackets, each jurisdiction ~~should~~ shall develop some flexible combination of appropriately zoned land, regulatory incentives, financial subsidies, and/or innovative planning techniques to make adequate provisions for the needs of middle and lower income persons.

a. Where possible, expand areas zoned for moderate density ("missing middle") housing to bridge the gap between single-family and more intensive multifamily development.

b. Incentivize a range of housing types, including transitional housing and supportive housing.

~~3.~~ AH-3 Recognizing the percentage share of the existing and forecasted countywide population

and housing stock, as well as the distribution of existing housing for those households below ~~120~~ 80% countywide median income, the County and the Cities should develop coordinated strategies to disperse projected housing for those below ~~120~~ 80% countywide median income throughout Kitsap County, where they are specifically found to be appropriate, in consideration of existing development patterns and densities. These strategies should promote the development of such housing in a dispersed pattern so as not to concentrate or geographically isolate low-income housing in a specific area or community.

~~4.~~ AH-4 Provision of affordable housing for households below ~~120~~ 80% countywide median income should be focused within cities and unincorporated UGAs with easy access to transportation, employment, high opportunity areas, and other services. ~~include~~:

~~a. Housing options located throughout Kitsap County in Urban Growth Areas and Rural Communities, as defined in Element D (2-a),in a manner to provide easy access to transportation, employment, and other services.~~

~~i. Designated Centers should include such housing options.~~
~~ii. Rural self- help housing programs should be encouraged first in UGA's and Rural Communities and then allowed in other appropriate areas as defined by the U.S. Department of Agriculture.~~

b. Local comprehensive plan policies and development regulations that encourage and do not exclude ~~such~~ affordable housing.

c. Housing strategies ~~that~~ may include:

i. preservation, rehabilitation and redevelopment of existing neighborhoods as appropriate, including programs to rehabilitate and/or energy retro-fit substandard housing.

ii. provision for a range of housing types such as multi-family, single family, duplexes, accessory dwelling units, ~~cooperative housing,~~ and manufactured housing on individual lots and in manufactured housing parks.

iii. housing design and siting compatible with surrounding neighborhoods.

iv. mechanisms to help people purchase their own housing, such as low interest loan programs, "self-help" housing, and consumer education.

v. innovative regulatory strategies that provide incentives for the development of such housing, such as: reducing housing cost by subsidizing utility hook-up fees and rates, impact fees, and permit processing fees; density incentives; smaller lot sizes; zero lot line designs; inclusionary zoning techniques, such as requiring housing for specified income levels in new residential developments; transfers of development rights and/or a priority permit review and approval process and/or other provisions as appropriate.

d. Housing policies and programs that address the provision of diverse housing opportunities to accommodate people experiencing ~~the~~ homelessness, ~~the elderly~~ older people, people who need physical~~ly~~ or ~~mentally challenged~~ behavioral health supports, and other segments of the population that have special needs.

e. Participation with housing authorities to facilitate the production of such housing. The

County and the Cities shall also recognize and support other public and private not-for-profit housing agencies. Supporting housing agencies is encouraged through public land donations, guarantees, suitable design standards, tax incentives, fee waivers, providing access to funding sources and support for funding applications, or other provisions as appropriate.

~~5.~~ AH-5 The County and the Cities shall collaborate with PSRC to evaluate availability of appropriate housing types to serve future residents and changing demographics.

a. Protect existing low-income housing.

AH-6 Physical, economic, and cultural displacement of low-income households may result from planning, public investments, private redevelopment and market pressure. Consider a range of strategies to mitigate displacement impacts as planning for future growth occurs.

Element J. Countywide Economic Development (ED)

Growth Management Act requires that general economic development policies be identified in the Countywide Planning Policies. Consistent with the goals of the Act, economic development planning must be coordinated with local comprehensive plans. The intent of the following policies is to encourage coordinated economic growth among all jurisdictions in Kitsap County and to add predictability and certainty to the private investment decision.

Policies for Countywide Economic Development (ED):

~~1.~~ ED-1 A general strategy for enhancing economic development and employment:

a. The County and the Cities recognize that a healthy economy is important to the health of residents and quality of life in the county. Economic development strategies should ~~be balanced~~ address with environmental concerns, promote equity and access to opportunity, minimize displacement impacts to existing businesses, recognize the importance of existing and emerging technologies, and protect the quality of life.

b. A healthy economy provides a spectrum of jobs including entry-level**,** living wage, and advanced wage earner employment that, raises family income levels and provides opportunities for diverse segments of the community.

c. The County and the Cities recognize that the economy in Kitsap County is very dependent on the U.S. Navy and diversification is necessary. Diversification should be promoted through a multi-faceted strategy that includes broadening the customer bases of existing contracting industries, expanding the number of local businesses that benefit from defense contracting, and building the base of business activity that is not directly connected to the Department of Defense.

d. The County and the Cities shall collaborate with ports, tribes, and other special districts to encourage economic growth and diversification that is consistent with comprehensive plans and policies for land use, transportation, public transit, regional water supply, capital facilities, urban governmental services and environmental quality.

e. Local governments are encouraged to utilize the Kitsap Economic Development Alliance (KEDA) as a resource to provide advice on economic development needs, the potential for retaining and expanding existing industries, including the U.S. Dept. of Defense, and attracting new industries, especially those that would improve wage and salary levels, increase the variety of job opportunities, and utilize the resident labor force.

f. The County and the Cities should cooperate / participate with the Puget Sound Regional Council's economic initiatives, including focus on identified industry clusters and clean industry and with the KEDA's adopted plan, Kitsap 20/20: A Strategy for Sustainable Economic Prosperity.

g. The County and the Cities recognize that widespread access to broadband capability will enhance economic development in Kitsap County. Local governments are encouraged to collaborate with the KEDA to promote the expansion of telecommunications in Kitsap County and to coordinate telecommunications policy with regional and federal agencies, including public utility districts, Bonneville Power Administration, regional transportation planning organizations, and neighboring counties.

h. Investments in our people, in particular, efforts of local educational institutions to provide, improve and expand vocational and post-secondary education programs, should be supported to assure a highly skilled, technically trained resident work force. Educational and training programs should be accessible to all and focus on skills that meet the current and forecast needs of the local, regional, and global economy.

~~2.~~ ED-2 The role of government agencies in assuring coordinated, consistent efforts to promote economic vitality and equity throughout Kitsap County:

a. The County and the Cities shall promote Urban Growth Areas and existing industrial sites as centers for employment.

b. The County and the Cities shall encourage the full utilization/development of designated industrial and commercial areas. The County and the Cities shall promote revitalization within existing developed industrial and commercial areas to take advantage of the significant investments in existing buildings and infrastructure.

c. The County and the Cities shall cooperate with tribes, ports, and other special districts~~, and all economic development interests~~ to identify the capital facility needs to support economic development and should identify necessary funding sources.

d. The County and the Cities shall collaborate with tribes, ports, and other special districts to identify innovative development methods such as public and private partnerships and community development assistance financing to increase economic vitality.

~~e. The County and the Cities shall collaborate with the KEDA and the Ports to establish a common method to monitor the supply of designated commercial and industrial sites and to ensure adequate land supply for the expansion of existing enterprises and the establishment of new economic enterprises. The monitoring method shall indicate environmental constraints, infrastructure availability and capacity, and shall use the Kitsap County Geographic Information System and Land Capacity Analysis as a regional database for this information.~~

~~f. The County and the Cities shall establish common infrastructure policy and standards, including telecommunications infrastructure.~~

g. The County, Cities and KEDA shall collaborate to identify opportunities that favor local suppliers for goods and services.

~~3.~~ ED-3 The Kitsap Regional Coordinating Council shall coordinate the development of land supply monitoring methods, common infrastructure policy and standards, and other strategies among the County, the Cities, Tribes, Ports, and other special districts to encourage economic development in Kitsap County:

a. The County and the Cities shall each establish and monitor a development review process that is timely, predictable, efficient, fair, and consistent.

b. Where more than one jurisdiction is involved in planning and permitting a business development, the jurisdictions shall work collaboratively to provide consistent development regulations and permitting.

c. The County and the Cities shall encourage small business enterprises and cottage industries,

and women- and minority-owned businesses, and allow appropriate and traditional home occupations as permitted by local regulations.

ED-4. Foster appropriate and targeted economic growth in distressed areas with low and very low access to opportunity to improve access and create economic opportunity for current and future residents of these areas.

Element K. An Analysis of the Fiscal Impact (FI)

~~In order to~~ To preserve and maintain the community's quality of life and level of government services, jurisdictions are expected to fully evaluate their financial capacity to provide the full range of urban services (as described in Element B – 3[j]) within designated Urban Growth Areas. The policies in this chapter are focused on the identification of opportunities for coordination which would have a positive fiscal impact, especially for infrastructure projects and service delivery.

Policies for Analysis of Fiscal Impact (FI):

~~1.~~ FI-1 The Countywide Planning Policies recognize three opportunities for jurisdictions to consider and plan for urban-level infrastructure and services:

a. During each jurisdiction's comprehensive plan amendments, through the Capital Facilities Plan, including sub-area plans, Urban Growth Area boundary changes, incorporations, partial dis-incorporations, proposed new fully contained communities and master planned resorts.

b. At the point where a jurisdiction is comparing and analyzing geographic areas for possible expansion of its Urban Growth Area (as described in Element B – 3[j]).

c. As part of the development of the Urban Growth Area Management Agreement (see Element B-4 [d] and Appendix C).

These analyses and plans should identify infrastructure and service costs as well as the anticipated revenues, including their sources, to support them. As part of these considerations, jurisdictions should review their financial analyses and plans to confirm their assumptions are achieving the desired effects.

~~2.~~ FI-2 Special districts should be included in planning for the provision of urban level services in Urban Growth Areas and should include future population growth in their plans.

~~3.~~ FI-3 The Kitsap Regional Coordinating Council shall facilitate on-going regional discussion of infrastructure and service delivery strategies (see Element F-1 [c]) and revenue equity issues (see Element F-3 [c]).

Element L. Coordination with Tribal Governments (CT)

The Suquamish Tribe, the Port Gamble S'Klallam Tribe, and other federally recognized Indian tribes have reservations and/or trust resources within Kitsap County, Washington. These tribes are parties to treaties with the United States Government through which certain rights and privileges both on and off reservation were articulated and remain in effect. These tribes have authorities, responsibilities, interests and treaty rights within their respective reservation boundaries and Usual and Accustomed Areas. Since future growth and land use decisions in Kitsap County affect all governmental entities, governmental agencies must be well informed and continuously involved in regional and local planning.

Policies for Coordination with Tribal Governments (CT):

~~1.~~ CT-1 Meaningful and substantial opportunities for early and continuous tribal government participation shall be incorporated into regional and local planning activities.

~~2.~~ CT-2 Local jurisdictions should work with the tribes to develop agreements that provide for discussion on comprehensive planning issues among governments and ensure that the tribes are consulted on issues within their interest. The parties will jointly determine the appropriate contents of the agreements and a schedule for completing them.

~~3.~~ CT-3 Tribal governments, federal agencies, and county and local governments are encouraged to coordinate plans among and between governments and agencies to address substantive areas of mutual interest especially where geographical areas overlay and promote complementary and cooperative efforts.

~~4.~~ CT-4 City and County governments are encouraged to include Tribal governments in joint comprehensive planning and development activities for areas within the Tribes' Usual and Accustomed areas. Activities include but are not limited to the establishment and revision of urban growth boundaries, distribution of forecasted population; regional transportation, capital facility, housing and utility plans; and policies that may affect natural and/or cultural resources.

~~5.~~ CT-5 All County, City, and Tribal government agencies shall be included in the normal public notice and comment procedures of other agencies and kept informed of matters of interest to them.

~~6.~~ CT-6 The County, the Cities, and Tribal governmental agencies are encouraged to keep one another informed about matters of local and regional interest by mutually agreeable means and schedule.

Element M. Coordination with Federal Government including Navy (CF)

The federal government has unique authorities, responsibilities, interests affecting land use and other activities. Military installations are of particular importance to the economic health of Washington State, as well as to national security. Since the impacts of future growth and development in Kitsap County affect all governmental entities, governmental agencies must be well informed and continuously involved in regional and local planning. The policies in this element implement these important goals.

Policies for Coordination with Federal Government (CF):

1. CF-1 Meaningful and substantial opportunities for early and continuous federal government participation shall be incorporated into regional and local planning activities.
2. CF-2 It is recognized that constitutional and statutory provisions may constrain federal government agencies from entering into local agreements and processes. However, when possible, the County, the Cities, and federal governments should establish intergovernmental cooperative agreements promoting coordination and involvement in activities that are of mutual interest.
3. CF-3 Federal agencies and county and local governments are encouraged to coordinate plans among and between governments and agencies to make plans as consistent and compatible as possible for properties over which they have authority or activities they authorize and the adjacent areas affected.
4. CF-4 Federal government agencies are encouraged to participate in City, County, and joint comprehensive planning and development activities that may affect them, including the establishment and revision of urban growth areas encompassing, adjacent to or within federally-owned lands; distribution of forecasted population; regional transportation, capital facility, housing and utility plans; and policies that may affect natural and/or cultural resources of interest.
5. CF-5 The following policies relate to promoting coordination among the Cities, County, and the federal government including the Navy:
    a. All jurisdictions should promote planning that considers the impact of new growth to avoid the potential for encroachment on military readiness activities as described below when developing zoning ordinances or designating land uses affecting military facilities. Each jurisdiction and the Navy should coordinate to identify the types of development and areas of interest to the Navy, method of notice, and opportunities for comment.
    b. "Military readiness activities" mean all of the following:
        i. Training, support, and operations that prepare the men and women of the military and Naval ships and submarines for combat.
        ii. Operation, maintenance, and security of any military installation.
        iii. Testing of military equipment, vehicles, weapons, and sensors for proper operation or suitability for combat use.
    c. “Impacts” include but are not limited to:
        i. Aircraft, boat, and rail traffic.
        ii. Incompatible adjacent land uses.

d. Through the Kitsap Regional Coordinating Council, jurisdictions should monitor issues that arise in implementing these policies, and should identify areas for improved coordination.

~~6.~~ CF-6 All County, City, and federal governmental agencies shall be included in the normal public notice and comment procedures of other agencies and kept informed of matters of interest to them. (RCW 36.70A.530)

~~7.~~ CF-7 The County, the Cities, and federal governmental agencies are encouraged to keep one another informed of matters of local and regional interest by mutually agreeable means and schedule.

Element N. Roles and Responsibilities (RR)

The County, Cities, Tribal governments, and special districts are all involved in planning activities related to their statutory authority and responsibility. In addition to the responsibilities defined in previous countywide planning policies, this section further clarifies the planning roles and responsibilities of the Kitsap Regional Coordinating Council and member agencies.

Policies for Roles and Responsibilities (RR):

~~1.~~ RR-1 The KITSAP REGIONAL COORDINATING COUNCIL was established by interlocal agreement (see Appendix E) to assure coordination, consensus, consistency, and compliance in the implementation of the Growth Management Act and comprehensive planning by County, city and tribal governments within Kitsap County. The Kitsap Regional Coordinating Council also provides a voice for all jurisdictions and opportunity for citizens and stakeholders to provide input to planning policies to be applied countywide. The interlocal agreement adopted by the County, the Cities and the Tribal governments declared that the Kitsap Regional Coordinating Council is necessary to maintain a regular intergovernmental communication network for all local and tribal governments within the county, facilitate compliance with the coordination and consistency requirements of the Growth Management Act, provide an effective vehicle to resolve conflict among and/or between jurisdictions with respect to urban growth boundaries or comprehensive plan consistency, and to build consensus on planning solutions for countywide growth management issues. The Kitsap Regional Coordinating Council shall:

a. Submit agreed-upon recommendations on behalf of member jurisdictions to multi-county regional agencies and State government on proposed changes to multi-county regional plans, State plans, and laws.

b. Provide a forum, as necessary, for achieving coordination in the development of local plans and resolving planning and plan implementation issues that are common among jurisdictions.

c. Promote coordination and consistency among local plans and between local plans and the Countywide Planning Policies and the Growth Management Act to the extent necessary to achieve regional policies and objectives. ~~Through the Kitsap Regional Coordinating Council forum, jurisdictions should establish a process to monitor and review individual comprehensive plans and associated implementation mechanisms to determine consistency with the Countywide Planning Policies.~~

d. Serve as a forum to amicably work together and resolve differences when they occur on important issues impacting Kitsap County. ~~for resolving disputes locally. The process shall not preclude appeals to the Central Puget Sound Growth Planning Hearings Board if the local process has been exhausted without resolution of the dispute~~.

e. Promote coordination of educational programs and the dissemination of planning-related information of regional interest.

f. Coordinate the review, revision and monitoring of the Buildable Lands Report, Land Capacity Analysis that aides in developing comprehensive plans, and Countywide Planning Policies.

g. Apply for grants and administer contracts relative to regional tasks and plans.

h. Conduct the region-wide growth management planning consistent with these policies.

i. Initiate and coordinate the development of other regional planning policies and implementation mechanisms that may improve the effectiveness of the comprehensive planning process.

j. Define and implement procedures that assure opportunities for early and continuous public involvement in policy discussions facilitated by the Kitsap Regional Coordinating Council**.**

~~2.~~ RR-2 KITSAP COUNTY is the regional government within the county boundaries providing various services within unincorporated and incorporated areas as required and specified by law and by legal agreements. Kitsap County shall:

a. Be responsible for the development, adoption and implementation of comprehensive plans and development regulations and the processing of land use permits for the unincorporated portions of the county.

b. Be responsible for coordinating water quality planning in multi-jurisdictional watersheds and for other environmental planning activities as agreed to by all affected and interested jurisdictions.

c. Be responsible for coordinating the response on the listing for the federal Endangered Species Act in multi-jurisdictional watersheds as agreed by all affected and interested jurisdictions.

d. Be responsible for being a regional sewer provider to the unincorporated areas of Kitsap County as needed to improve water quality consistent with levels of service outlined in the County Comprehensive Plan.

e. Maintain a geographic information system to serve as a regional planning data base.

f. Execute Urban Growth Area Management Agreements with each city to address joint issues identified in the Countywide Planning Policies and other matters agreed to be of mutual interest.

g. Define and implement procedures that assure opportunities for early and continuous public involvement throughout short and long range planning projects.

~~3.~~ RR-3 Cities within Kitsap County provide a variety of services primarily to residents within their respective municipal boundaries. Cities shall:

a. Provide urban governmental services as identified in the Growth Management Act (Chapter 36.70A RCW) and adopted urban growth management agreements.

b. Be responsible for the development, adoption and implementation of comprehensive plans and development regulations and the processing of land use permits within the incorporated portion of the respective city.

c. Participate with other agencies in multi-jurisdictional planning activities including but not limited to environmental planning, e.g. water quality planning and coordinating the response on the listing for the Federal Endangered Species Act in multi-jurisdictional watersheds transportation planning, and growth management strategies.

d. Execute a separate Urban Growth Area Management Agreement with Kitsap County to address joint issues identified in the Countywide Planning Policies and other matters agreed to be of mutual interest.

e. Define and implement procedures that assure opportunities for early and continuous public involvement throughout short and long range planning projects.

~~4.~~ RR-4 SPECIAL DISTRICTS are governmental subdivisions of the county that are usually established to provide a defined scope of services. Special districts shall:

a. Be responsible for service provision, capital facility planning and other activities as authorized by law and legal agreements.

b. Coordinate capital planning and implementation strategies with local governments to assure consistency with comprehensive plan policies, the Countywide Planning Policies, and the WA State Growth Management Act**;**

c. Participate in service provision identification required in each urban growth management agreement;

d. Coordinate with other agencies as appropriate in multi-jurisdictional planning activities;

e. Provide technical assistance as appropriate to assist local governments in comprehensive plan development, adoption and implementation;

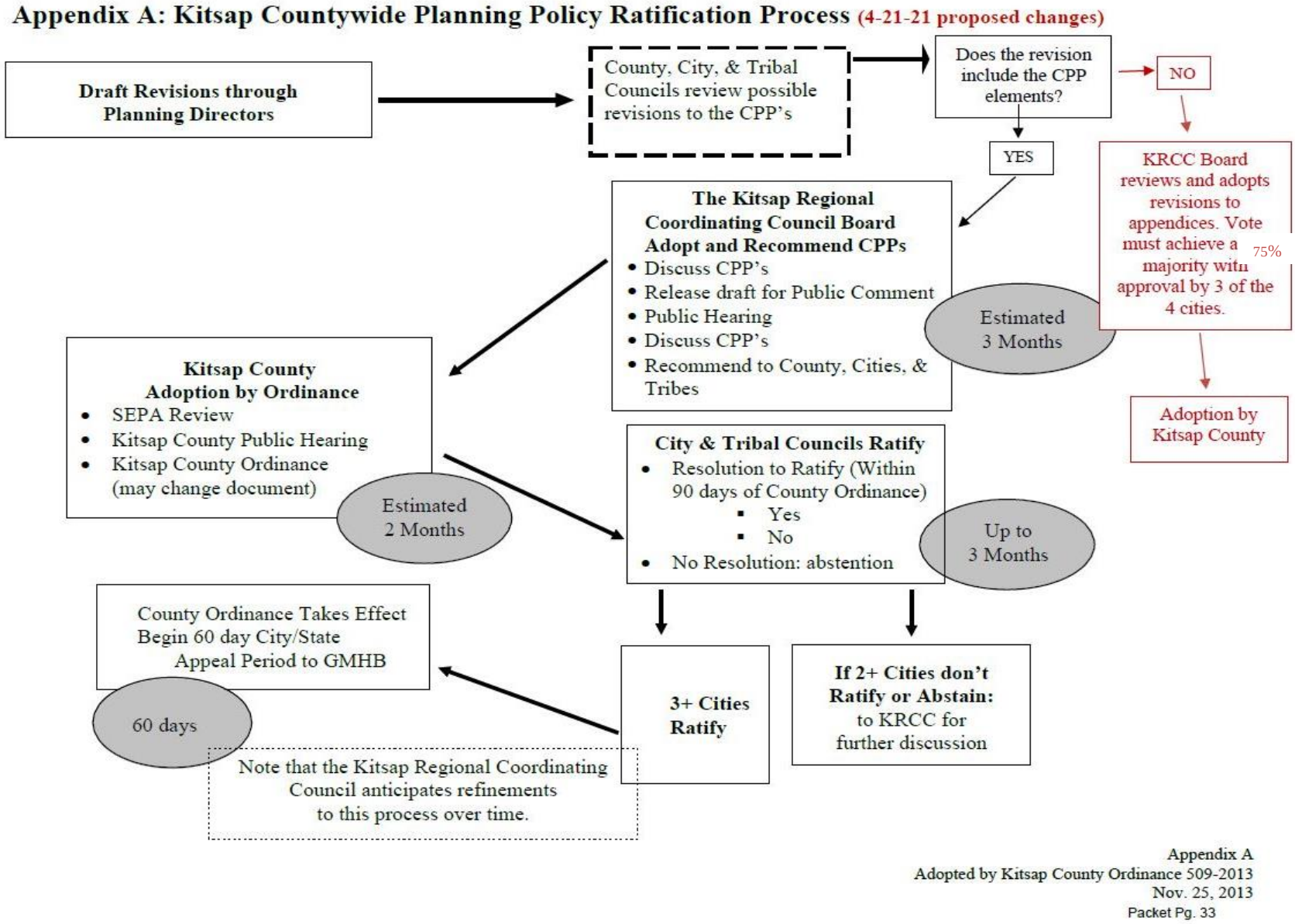
f. Encourage cooperative agreements and consolidate when possible to formalize participation in local and regional processes;

g. Define and implement procedures that assure opportunities for early and continuous public involvement throughout short and long range planning projects.

h. Site and size facilities consistent with local plans.

~~5.~~ RR-5 The County and Cities shall coordinate with the County Department of Emergency Management to ensure the integrity of the National Incident Management system and coordinated response in the event of disasters and other emergencies.

Language in red proposed for inclusion within Appendix A



Adopted by Kitsap County Ordinance X

X, 2021

Appendix B-1: Population Distribution Through 2036

Jurisdiction	Census 2010 [1]	Population Growth [2]	2036 Targets [3]
City of Bremerton	37,729	14,288	52,017
Bremerton UGA	9,082	4,013	13,095
Total Bremerton	46,811	18,301	65,112
City of Bainbridge Island	23,025	5,635	28,660
City of Port Orchard	12,323	8,235	20,558
Port Orchard UGA	15,044	6,235	21,279
Total Port Orchard	27,367	14,470	41,837
City of Poulsbo	9,222	1,330	10,552
Poulsbo UGA	478	3,778	4,256
Total Poulsbo	9,700	5,108	14,808
Central Kitsap UGA	22,712	7,764	30,476
		6,764	**29,476**
Silverdale UGA	17,556		23,335
	15,556	**8,779**	**24,335**
Kingston UGA	2,074	2,932	5,006
UGA (Includes Cities) Total	145,434	63,780	209,234
	147,245	**61,989**	
Rural Non-UGA	103,699	18,638	122,337
	103,888	**18,449**	
Total County	251,133	80,438	331,571

[1] 2010 Census data reflects incorporated city and UGA boundaries as of August 31, 2012
[2] Population growth reflects new residents through the 2035 planning horizon
[3] Changes in City or UGA boundaries during the planning horizon may affect the population distributions. This table may be updated periodically to reflect such changes. These updates do not constitute policy changes to the CPP's and will not require adoption and ratification by member agencies.

Appendix B-1 reflects three adjustments to Adopted Appendix B:

(1) Scriveners error: Census 2010 (Silverdale UGA, Total UGA, and Rural Non-UGA)

(2) Shift in Population Growth of 1,000 *from* Central Kitsap UGA *to* Silverdale UGA
See attached White Paper for analysis

(3) Extension of Planning Horizon from 2035 2036, reflecting WA Dept. of Commerce instruction re: definition of planning horizon

Kitsap Regional Coordinating Council

Chair
Commissioner Robert Gelder
Kitsap County

Vice-Chair
Mayor Anne Blair
City of Bainbridge Island

Commissioner Charlotte Garrido
Commissioner Ed Wolfe
Kitsap County

Mayor Pally Lent
Council Member Leslie Daugs
Council Member Greg Wheeler
Council Member Dino Davis •
City of Bremerton

Council Member Wayne Roth
Council Member Sieve Bonkowski •
City of Bainbridge Island

Mayor Tim Matthes
CouncliMember Bek Ashby

Council Member Jeff Cartwright*
City of Port Orchard

MayorBeckyErickson
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Council Chair Leonard Forsman
Fisheries Director Rob Purser'
Suquamis/J Tribe"'

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Noo-Kayel CEO Chris Placentia •
PortGambleS'Klal/amTribe"'

Commissioner Axel Strakeljahn
Commissioner Larry Stokes •
Port of Bremerton

Captain Tom Zwolfer
Silvia Klalman, PAO'
NavalBaseKitsap"

Executive Director John Clauson
Ki/sap Transit •"

Mary McClure
Executive Managemelll
McClure Consulting LLC

' *Altemate*
"Ex Officio Member
'" *Associate Member*

Executive Committee

P.O. Box 1934
Kingston, WA 98346
360-377-4900 (voice)
360-297-7762 (fax)
www.KitsapRegionaCouncil.org

Countywide Planning Policy: Appendix ~~8~~B-2

Kitsap Countywide Employment Targets: 2010 - 2036

Originally Adopted by Resolution (No.2014-01),
by the KRCC Executive Board: July 22, 2014

Countywide Employment/ Population Ratio: 2.65

	Growth Allocation: 2010-2036		Sector Share Summary	
	Total Job Growth	Percent Job Growth	Commercial Job Growth	Industrial Job Growth
Bremerton City	18,003	39%	13,493	4,509
Bremerton UGA	1,385	3%	962	422
Bainbridge Island	2,808	6.1%	1,984	823
Port Orchard City	3,132	6.8%	2,571	560
Port Orchard UGA	1,846	4%	1,712	134
Poulsbo City	4,155	9%	3,607	548
Poulsbo UGA	46	**0.1%**	**44**	2
Central Kitsap UGA	1,200	2.6%	1,030	171
Silverdale UGA	9,106	19.7%	6,679	2,427
Kingston UGA	600	1.3%	437	163
Urban UGA (includes Cities)	42,281	91.6%	32,521	9,760
Rural Non-UGA	3,877	8.4%	2,817	1,060
Total County	46,158	100%	35,338	**10,820**

Adopted by Kitsap County Ordinance X X, 2021

Appendix C: Centers of Growth ALL NEW (*table not underlined for ease of review)*

Reference document: March 22, 2018 PSRC Regional Centers Framework Update
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-1: Regional Growth Centers*

Regional Growth Centers	
Description	***Regional Growth Centers*** are locations of more compact, pedestrian-oriented development with a mix of housing, jobs, retail, services, and other destinations. Centers receive a significant share of the region's population and employment growth compared with other parts of the urban areas while providing improved access and mobility – especially for walking, biking, and transit.
Types	***Metro Growth Center***: These Centers have a primary regional role, with dense existing housing and jobs, transit service and are planning for significant growth and will continue to serve as major transit hubs for the region. These Centers also provide regional services and serve as major civic and cultural centers. ***Urban Growth Center:*** These Centers have an important regional role, with dense existing jobs and housing, transit service and planning for significant growth. These Centers may represent areas where major investments – such as high-capacity transit – offer new opportunities for growth.
Location	New Regional Growth Centers should be located within a city and unincorporated urban growth area under certain circumstances.
Designation	• KRCC designates as candidate in Appendix D. • PSRC designates; must meet PSRC criteria and designation procedures.
Prioritization	• Completion of a center plan (subarea plan, plan element or functional equivalent that provides detailed planning or analysis) that meets PSRC guidance prior to designation. • Environmental review that demonstrates the center area is appropriate for dense development. • Assessment of housing need and documentation to provide housing choices affordable to a full range of incomes and strategies.

Density	• Urban Growth Center
	  ○ Existing density of 18 activity units per acre minimum
	  ○ Planned target density of 45 activity units per acre minimum
	• Metro Growth Center
	  ○ Existing density of 30 activity units per acre minimum
	  ○ Planned target density of 85 activity units per acre minimum

Other Requirements	• Local Commitment: Evidence the RGC is a local priority and sustained commitment to local investment in creating a walkable, livable center is demonstrated.

	• Mix of Uses: Goal for a minimum mix of at least 15% planned residential and employment activity in the RGC. • Market Potential: Evidence of future market potential to support planned target. • Role: Evidence of regional role for RGC, i.e. serves as important destination for the county, city center of metropolitan cities, other large and fast-growing centers. • Jurisdiction is planning to accommodate significant residential and employment growth under PSRC Regional Growth Strategy. • Bicycle and pedestrian infrastructure, amenities and a street pattern that supports walkability.

Size and Configuration	• Urban Growth Centers:
	  ○ 200 acres minimum and 640 acres maximum (may be larger under specific circumstances)
	• Metro Growth Centers:
	  ○ 320 acres minimum and 640 acres maximum (may be larger under specific circumstances)
	• Nodal with a generally round or square shape, avoiding linear or gerrymandered shapes that are not readily walkable or connected by transit.

Transit**	• Urban Growth Centers:
	  ○ Existing or planned fixed route bus, regional bus, Bus Rapid Transit, or other frequent and all-day bus service.
	  ○ May substitute high-capacity transit mode for fixed route bus.
	• Metro Growth Centers:
	  ○ Existing or planned light rail, commuter rail, ferry or other high capacity transit with similar service quality as light rail.
	  ○ Evidence the area serves as major transit hub and has high quality/high capacity existing or planned service.

* All criteria is as set forth in PSRC 2018 Regional Growth Framework Update; no additional criteria established in Table C-1. See PSRC information on Regional Growth Centers:
https://www.psrc.org/sites/default/files/centersdesignationprocedures.pdf
https://www.psrc.org/sites/default/files/centerschecklist.pdf;
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

** Transit for RGCs has specific criteria as outlined in the 2018 Regional Growth Framework Update; please refer to Framework for specific transit criteria.

Table C-2: Manufacturing/Industrial Centers (MIC)*

Manufacturing/Industrial Centers	
Description	***Manufacturing/Industrial Centers*** preserve lands for family-wage jobs in basic industries and trade and provide areas where employment may grow in the future. Manufacturing/Industrial Centers form a critical regional resource that provides economic diversity, supports

	national and international trade, generates substantial revenue and offers higher than average wages.
Types	***Industrial Employment Center:*** These Centers are highly active industrial areas with significant existing jobs, core industrial activity, evidence of long-term demand, and regional role. They have a legacy of industrial employment and represent important long-term industrial areas, such as deep-water ports and major manufacturing. The intent of this designation is to, at a minimum, preserve existing industrial jobs and land use and to continue to grow industrial employment in these Centers were possible. Jurisdictions and transit agencies should aim to serve with transit. ***Industrial Growth Center:*** These regional clusters of industrial lands have significant value to the region and potential for job growth. These large areas of industrial land serve the region with international employers, industrial infrastructure, concentrations of industrial jobs, and evidence of long-term potential. The intent of this designation is to continue growth of industrial employment and preserve the region's industrial land base for long-term growth and retention. Jurisdictions and transit agencies should aim to serve with public transit.
Location	Manufacturing/Industrial centers should be located within a city with few exceptions.
Designation	• KRCC designates as candidate in Appendix D. • PSRC designates; must meet PSRC criteria and designation procedures.
Prioritization	• Completion of a center plan (subarea plan, plan element or functional equivalent that provides detailed planning or analysis) that meets PSRC guidance prior to designation. Where applicable, the plan should be developed in consultation with public ports and other affected governmental entities. • Environmental review that the area is appropriate for development.
Criteria	• Industrial Employment Center o 10,000 minimum existing jobs o 20,000 minimum planned jobs o Minimum 50% industrial employment o Presence of irreplaceable industrial infrastructure o Minimum 75% of land area zoned for core industrial uses • Industrial Growth Center o Minimum size of 2,000 acres o 4,000 minimum existing jobs o 10,000 minimum planned jobs o Minimum 50% industrial employment o Minimum 75% of land area zoned for core industrial uses
Other Requirements	• Local Commitment: Evidence the MIC is a local priority and has sustained commitment overtime to investments in infrastructure and transportation, and sustainability of industrial uses. • Industrial retention strategies are in place.

	• Serves a regional role for employment.
Transit	• If MIC is in a transit service district, availability of existing or planned frequent, local, express or flexible transit service. • If MIC is outside of a transit service district, documented strategies to reduce commute impacts through transportation demand management strategies consistent with Regional Transportation Plan Appendix F (Regional TDM Action Plan).
Existing Conditions	Adequate infrastructure and utilities to support growth, access to relevant transportation infrastructure, documentation of economic impact, and justification of size and shape of center.

* All criteria is as set forth in PSRC 2018 Regional Growth Framework Update; no additional criteria established in Table C-2. See PSRC information on Manufacturing/Industrial Centers:
https://www.psrc.org/sites/default/files/centersdesignationprocedures.pdf
https://www.psrc.org/sites/default/files/centerschecklist.pdf
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-3: Countywide Growth Centers

Countywide Growth Centers	
Description	***Countywide Growth Centers*** serve important roles as places for concentrating jobs, housing, shopping, and recreation opportunities. These are areas linked by transit, provide a mix of housing and services, and serve as focal points for local and county investment.
Identification	• Identified as a Countywide Growth Center in the local comprehensive plan. • Identified in Kitsap County Countywide Planning Policies Appendix D.
Prioritization	• Subarea plan may be developed for the Center. • *If a subarea plan is not prepared, policies and infrastructure analysis shall be incorporated into the local comprehensive plan*.*
Existing Conditions	At the time of identification, the center shall have: • An existing activity unit (AU) density of 10 AU/acre. • Located within a city or unincorporated urban growth area. • An existing planning and zoning designation for a mix of uses of 20% residential and 20% employment. • A capacity and planning for additional growth.

Size and Configuration	• 160 acres minimum and 500 acres maximum.
	  ○ *A smaller sized Countywide Growth Center may be approved if the jurisdiction demonstrates within its comprehensive plan or subarea plan: **
	  ▪ *Meets all other criteria (i.e. activity units, mix of uses, capacity for additional growth); and*
	  ▪ *The Center is within a walkshed with pedestrian connectivity that lacks barriers, and is approximate ½ mile wide and long; or*

	▪ *The Center encompasses area(s) that fall within a ¼ mile radii from an existing or planned transit service; or* ▪ *The Center encompasses area(s) that fall within a ½ mile radii from an existing or planned ferry terminal.* • Recommended centers are generally round or square, although other configurations are acceptable if overall the center configuration supports the planned growth and are walkable and/or connected by transit.
Multimodal Considerations	• Served by multi-modal transportation, including: o Transit service, *including ferries (foot and vehicle) ** o Pedestrian infrastructure o Street pattern that supports walkability o Bicycle infrastructure and amenities
Other Requirements	• *Activity Units means the sum of population and jobs units per gross acre, as defined by PSRC; calculation of activity units shall be completed by PSRC or other acceptable methodology proposed by the jurisdiction. **

*Table X-3 Countywide Centers of Growth criteria is as set forth in PSRC 2018 Regional Growth Framework Update; criteria identified with an * and in italics is additional criteria specific to Kitsap CPP Appendix C.
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-4 Countywide Industrial Centers*

Countywide Industrial Centers	
Description	***Countywide Industrial Centers*** serve as important local industrial areas that support living wage jobs and serve a key role in the county's manufacturing/industrial economy.
Identification	• Identified as a Countywide Growth Center in the local comprehensive plan. • Identified in Kitsap County Countywide Planning Policies Appendix D.
Prioritization	• Subarea plan may be developed for the Center. • If a subarea plan is not prepared, policies and infrastructure analysis, including identification of investment priority of the Center, shall be incorporated into the local comprehensive plan.
Existing Conditions	At the time of identification, the Center shall have: • A minimum of 1,000 existing jobs, and/or a minimum of 500 acres of industrial zoning. • Defined transportation demand management strategies in place. • At least 75% of the center zoned for core industrial uses. • Existing capacity and planning for additional employment growth.
Other Requirements	The Center shall: • Have industrial retention strategies in place.

	• Play an important county role and concentration of industrial land or jobs with evidence of long-term demand.

* All criteria as set forth in PSRC 2018 Regional Growth Framework Update; no additional criteria established in Table C-4. https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-5: Local Centers

Local Centers	
Description	***Local Centers*** are central places that support communities. These places range from neighborhood centers to active crossroads and play an important role in the region. Local centers help define community character and usually provide as local gathering places and community hubs; they also can be suitable for additional growth and focal points for services. As local centers grow, they may become eligible for designation as a countywide or regional center.
Identification	• Identified in local comprehensive plans. • Not identified in Countywide Planning Policies.

* All criteria as set forth in 2018 Regional Growth Framework Update; no additional criteria established in Table C-5. https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Table C-6: Military Installations

Military Installations	
Description	***Military Installations*** are a vital part of the region, home to thousands of personnel and jobs, and a major contributor to the region's economy. While military installations are not subject to local, regional or state plans and regulations, Kitsap local governments and Tribes recognize the relationship between regional growth patterns and military installations, and the importance of how military employment and personnel affect all aspects of regional planning.
Types/Designation	• Major Military Installations are defined as installations with more than 5,000 enlisted and service personnel. • Smaller Military Installations are specified by RCW 36.70A.530 and identifies them as federal military installations, other than a reserve center, that employs 100 or more full-time personnel.
Identification	• Identified in Comprehensive Plan of jurisdiction is located. • Identified in Kitsap County Countywide Planning Policies Appendix D.
Other Requirements	• *Military Installations may be considered countywide centers or equivalent as allowed by 2018 Centers Framework Update in order to ensure*:* ○ *Freight routing and mobility into and between the military installations;*

	○ *Accessibility and connectivity to transportation corridors;* ○ *Safety, accessibility and mobility conditions where freight and passenger transportation systems interact.* • *The identification of a Military Installation as a countywide center or equivalent shall not be used as justification or support urban levels of densities if the MI is not located within an urban growth area.**

Table C-6 Military Installations criteria is as set forth in PSRC 2018 Regional Growth Framework Update; criteria identified with an * is additional criteria specific to Kitsap CPP Appendix C.
https://www.psrc.org/sites/default/files/final_regional_centers_framework_march_22_version.pdf

Appendix D: List of Centers 2021 **ALL NEW (*table not underlined for ease of review)***

Regional Growth Centers and Manufacturing/Industrial Centers (PSRC designated)		
Jurisdiction	**Regional Center Name**	**Regional Center Type**
City of Bremerton	Bremerton	Metro Center
Kitsap County	Silverdale	Urban Center
City of Bremerton	Puget Sound Industrial Center - Bremerton	Manufacturing/Industrial Growth Center (MIC)
Candidate Regional Growth Center or Manufacturing/Industrial Center		
Countywide Centers		
Jurisdiction	**Countywide Center Name**	**Countywide Center Type**
Kitsap County	Kingston	Growth Center
Kitsap County	McWilliams/SR 303	Growth Center
City of Bremerton	Charleston DCC Center	Growth Center
City of Bremerton	Eastside Village Center (previously Harrison Hospital)	Growth Center
City of Port Orchard	Downtown Port Orchard	Growth Center
Candidate Countywide Centers		
City of Port Orchard	Ruby Creek	Growth Center
City of Port Orchard	Mile Hill	Growth Center
City of Port Orchard	Sedgwick/Bethel Center	Growth Center
City of Poulsbo	Downtown Poulsbo/SR 305 Corridor	Growth Center
City of Bainbridge Island	Winslow	Growth Center
Military Installations	**Military Installation Name**	**Type of Installation**
Bremerton	Naval Base Kitsap – Bremerton	Major Installation
Bremerton	Naval Base Kitsap – Jackson Park	Smaller Installation
Kitsap County	Naval Base Kitsap – Bangor	Major Installation
Kitsap County	Naval Base Kitsap - Keyport	Smaller Installation

D -1 Centers Designation Process shall occur as set forth below:

a. Appendix D - List of Centers 2021:

i. The Countywide Centers identified in Appendix D – List of Centers 2021 are those Growth Centers that are: 1) identified in previous Kitsap CPP Appendix F or identified in a comprehensive or subarea plan by April 2020; and 2) where planning (comprehensive or subarea) has been completed by the jurisdiction, and 3) which meets the criteria of a countywide Center and is intended to accommodate a concentration of the 2024 growth targets. A review and

confirmation of the identified Countywide Centers will occur as part of the 2024 GMA Periodic Comprehensive Plan Update, as set forth below, and consistent with Policy C-4.b.

b. As part of 2024 GM Periodic Comprehensive Plan Update:

i. Jurisdictions have identified Candidate Centers in Table D-1, locations which it anticipates a concentration of its residential and employment growth target will be accommodated for its 2024 GMA Comprehensive Plan Periodic Update.
ii. Jurisdictions shall complete planning for each Candidate Center as part of its 2024 GMA Comprehensive Plan Update, consistent with Policy C-4.b and Appendix C.
iii. Centers not listed as Candidate Centers in Table D-1 may also be proposed for identification as a Center, if during the jurisdiction's 2024 GMA Comprehensive Plan Periodic Update process, a different or additional locations were identified and planning consistent with Policy C-4.b was completed.
iv. After adoption of jurisdiction's 2024 GMA Comprehensive Plan Update, KRCC shall invite jurisdictions by second quarter 2025 to submit comprehensive plan chapters/sections or subarea plans for review to convert the candidate status to full Countywide Center status. An application, checklist or other tool may be created by KRCC to aid evaluation and confirmation.
v. Members of PlanPol or other designated subcommittee shall review the submitted comprehensive plan sections or subarea plans and provide recommendation to the full KRCC Board.
vi. KRCC Board shall finalize Centers designations by amending Appendix D, and adoption and ratification follows the amendment process established in Appendix A.

c. Prior to 2024 GMA Periodic Comprehensive Plan Update:

i. A jurisdiction may request the KRCC Board consider a full Center designation (i.e. a conversion from candidate to full Center, or propose a new Center) prior to the 2024 GMA Periodic Comprehensive Plan Update process (identified in D-1.b) in order to recognize planning the jurisdiction has completed.
    a. The comprehensive plan chapter/section or subarea plan must demonstrate that the proposed Center meets the criteria and requirements of the 2018 Centers Framework Update and Appendix C.
    b. The comprehensive plan chapter/section or subarea plan must demonstrate that the proposed Center is planned and has capacity to accommodate a concentration of the jurisdiction's residential and employment growth targets.
ii. The jurisdiction may request annually by February 15th prior to 2025 for consideration by the KRCC Board. An application, checklist or other tool may be created by KRCC to aid evaluation and confirmation.
iii. Members of PlanPol or other designated subcommittee shall review the submitted subarea plans and provide recommendation to the full KRCC Board.
iv. KRCC Board shall vote on Centers designation amendment(s) to Appendix D, and adoption and ratification follows the amendment process established in Appendix A.

d. After the 2024 GMA Periodic Comprehensive Plan Update:

i. Centers designations are generally on an eight-year cycle consistent GMA periodic update; growth forecasting and distribution; or when necessary, a five-year cycle consistent with PSRC's major plan update(s).
ii. After the finalization of Center designations in 2025, jurisdictions may request new Centers be designated upon a circumstance authorized by Policy C-4.a.

iii. A jurisdiction may request a new center designation during a planned update to the Kitsap Countywide Planning Policies, or outside of a planned update subject to approval of the KRCC Executive Board.

iv. An application, checklist or other tool may be created by KRCC to aid evaluation of a new proposed center.

v. Members of PlanPol or other designated subcommittee shall review the submitted comprehensive plan and/or subarea plan and provide recommendation to the full KRCC Board.

vi. KRCC Board shall finalize Centers designations by amending Appendix D, and adoption and ratification follows the amendment process established in Appendix A.

~~Appendix C: Urban Growth Area Management Agreements~~

~~The intent of the Urban Growth Area Management Agreement is to facilitate and encourage annexation and/or incorporation of urban areas over the 20 year planning period and to ensure compatibility of development within the unincorporated Urban Growth Area. Each Urban Growth Area Management Agreement shall:~~

1. ~~Describe the goals and procedures of the joint planning process including roles and responsibilities for the unincorporated Urban Growth Area, with the goal of having compatible City and County plans, zoning, and development regulations. The following provisions should apply to the entire Urban Growth Area associated with the City unless mutually agreed otherwise by the City and County:~~

   a. ~~The City's zoning code, densities, and development, sub-division, environmental, and construction standards.~~

   b. ~~The City's Levels of Service.~~

   c. ~~The Comprehensive Plan of the City should reflect land use planning for the entire Urban Growth Area.~~

2. ~~Identify responsibility and mechanisms for comprehensive plan amendments, zoning changes and development applications within unincorporated Urban Growth Areas. Significant weight should be given to City preferences.~~

3. ~~Identify services to be provided in the Urban Growth Area, the responsible service purveyors, and the terms under which the services shall be provided, including:~~

   ~~Fire — Storm Water — Solid Waste~~
   ~~Police — Potable Water — Park & Recreation Facilities~~
   ~~Transportation — Sewer — Schools~~
   ~~Utilities: Power and Telecommunications, including broadband where available~~
   ~~EMS~~

   ~~All service providers, including special districts, and adjacent jurisdictions should be included in Urban Growth Area planning.~~

4. ~~Reference the adopted Revenue Sharing Inter-local Agreement, as appropriate (see Appendix D).~~

5. ~~Develop pre-annexation plans, which shall include:~~

   a. ~~Conditioning City service extensions upon actual annexation for properties contiguous to the City boundary or to agreements of no protest to future annexation for properties not contiguous.~~

   b. ~~Offering pre-annexation agreements to property owners interested in annexation and needing assurances from the City about services, planning, or other issues.~~

   c. ~~Plans for tiering and/or phasing of infrastructure development, appropriate to the individual Urban Growth Area.~~

d. City priorities for City-led annexation efforts as appropriate.

6. Describe the development and implementation of a public involvement program that identifies roles and responsibilities for respective jurisdictions, including actions and timeline.

7. Be reflected in County and City Comprehensive plans.

Appendix D

Interlocal Agreement Between Kitsap County and the City of Bainbridge Island, City of Bremerton, City of Port Orchard and City of Poulsbo Concerning Revenue Sharing Upon Annexation and In Conjunction With Major Land Use Decisions Within a City's Urban Growth Area

Adopted by all parties in November-December, 2001.

Effective November 24, 2010, the City of Port Orchard is officially withdrawn from this agreement. Effective November 29, 2011, the City of Bremerton is officially withdrawn from this agreement.

This Agreement, made pursuant to Chapter 39.34 RCW, is between KITSAP COUNTY (hereinafter, the County), a political subdivision of the State of Washington, and the CITY OF BAINBRIDGE ISLAND, the CITY OF BREMERTON, the CITY OF PORT ORCHARD, and the CITY OF POULSBO, (hereinafter, the Cities), municipal subdivisions of the State of Washington.

WHEREAS, through the Kitsap Regional Coordinating Council, the County and the Cities have worked together constructively on revenue sharing issues that in the past have been adversarial; and

WHEREAS, the County and Cities sought a balanced set of revenue sharing provisions that would benefit both the County and the Cities and support the orderly evolution of logical land use patterns and jurisdictional boundaries; and

WHEREAS, the County and Cities reached accord on a set of Principles of Agreement for Revenue Sharing in Annexations and in Major Land Use Decisions; and

WHEREAS, the County and Cities desire to implement the Principles of Agreement through an interlocal agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties agree as follows:

SECTION 1 ANNEXATIONS

The purpose of this section is to provide a framework for logical and orderly annexations that are consistent with the Growth Management Act, Chapter 36.70A RCW (hereinafter GMA), and to mitigate the fiscal impact to the County of annexations initiated after the effective date of this agreement.

1.1 The Cities each confirm their willingness to eventually annex all land within their designated Urban Growth Area (hereinafter UGA) boundaries.

1.2 Each City shall encourage annexation of all lands equally, and will support logical and coordinated annexations, consistent with the intent of the GMA.

1.3 As part of the Kitsap Regional Coordinating Council's 2002 Work Program, the County and Cities will continue to address coordinated development within the UGAs, including infrastructure standards and funding.

1.4 Before the County constructs a major infrastructure improvement within a City's designated UGA, the County and the City will negotiate and execute an interlocal agreement that specifies the level at which the City shall reimburse the County for a portion of its investment in the infrastructure improvement if the area where the improvement is to be located is annexed within a specified period of time.

1.5 The County and the Cities anticipate that each specific proposed annexation will require negotiation of other issues particular to its time, place and geography. The Cities and the County commit to completing these negotiations and executing an interlocal agreement on such issues in a timely manner.

1.6 As part of this agreement, the County will not oppose annexations within that City's designated UGA or invite the Boundary Review Board to invoke jurisdiction.

1.7 The Cities agree to share with the County revenue lost to the County and gained by the annexing City as follows:

A. Revenue sharing payments shall be based on the following three sources of revenue:

1. The County's portion of the local retail sales tax levied under Chapter 82.14 RCW.

2. The ad valorem property tax levied by the County pursuant to RCW 36.82.040 for establishment and maintenance of county transportation systems.

3. The admission tax levied by the County pursuant to Chapter 36.38 RCW.

B. For purposes of this Section, "lost revenue" means an amount computed as follows:

The combined total of the County's collections from all three sources within the annexation area during the calendar year preceding annexation

minus

The combined total of the County's collections from all three sources within the annexation area during the first full calendar year following annexation.

C. The amount of the payment from the City to the County will be based on a three-year "soft landing" approach as follows:

1. The Year 1 payment will be equal to 75% of the County's lost revenue.
2. The Year 2 payment will be equal to 50% of the County's lost revenue.
3. The Year 3 payment will be equal to 25% of the County's lost revenue.

D. The calculation of lost revenue pursuant to subsection B of this Section requires revenue data for one full year following annexation. Therefore, the County shall initiate a request for payment under this Section by written notice to the annexing City within two years of the effective date of the annexation.

SECTION 2 MAJOR LAND USE ACTIONS

The purpose of this section is to recognize that retail development near jurisdictional boundaries has an impact on neighboring jurisdictions and, in particular, on existing businesses and the demand for public services and facilities. This Section is designed to mitigate these impacts by providing that sales tax revenues from new major business development within a City's designated UGA, or from the

relocation of an existing major business from a City to a location within the City's designated UGA, will be shared with the affected City.

2.1 For purposes of this Agreement, "major land use" means:

A. A new development within a City's designated UGA that houses any single retail tenant greater than 40,000 square feet.

B. The expansion of an existing retail business within the City's designated UGA if the expansion is greater than 40,000 square feet.

C. A retail business greater than 25,000 square feet that is relocated from a City to the City's designated UGA. Or

D. An automobile, truck, recreational vehicle, manufactured or mobile home, or boat dealership, regardless of the size of the building permitted, that is newly located within a City's designated UGA, or relocated from a City to the City's designated UGA.

2.2 The County agrees to share with the affected City revenue lost to the City and gained by the County due to a major land use, as follows:

A. Revenue sharing payments will be required only for local retail sales tax revenues generated from major land uses. Because there are limitations, related to confidentiality, on using a figure based on actual sales tax collections from the new or relocated business, the revenue sharing payment will be based on estimated sales tax revenues derived by using industry standards, such as the Washington State Department of Revenue or the Urban Land Institute, for taxable retail sales per square foot for businesses.

B. For purposes of this Section, "lost revenue" means an amount computed as follows:

Total gross enclosed building square footage of the major land use

x

Industry standard annual average retail sales per square foot for category of business that most closely resembles the major land use

x

Tax rate levied under Chapter 82.14 RCW

for the first full calendar year following the date on which the County issues a certificate of occupancy for the major land use.

C. The County will make revenue sharing payments for the first full three years after the major land use receives a certificate of occupancy.

D. The revenue sharing payment from the County to the affected City will be calculated according to the following formulas:

1. For the relocation of a major retail business from a City to the City's designated UGA:

a. The Year 1 payment will be equal to 75% of the City's lost revenue;

b. The Year 2 payment will be equal to 50% of the City's lost revenue; and

c. The Year 3 payment will be equal to 25% of the City's lost revenue.

2. For new development within a City's designated UGA that houses any single retail tenant greater than 40,000 square feet, the payment amount will be 50% of the City's estimated lost revenue each year for the first three years.

F. The calculation of lost revenue pursuant to subsection B of this Section requires revenue data for one full year following issuance of a certificate of occupancy. Therefore, the affected City shall initiate a request for payment under this Section by written notice to the County within two years of the date the major land use receives the County's permission to occupy the building.

SECTION 3 MISCELLANEOUS

3.1 Duration. This Agreement will remain in effect until the terms of the Agreement are fulfilled. There is no other term agreed to by the parties

3.2 Reevaluation. Any City or the County may request immediate reevaluation of this Agreement by the Kitsap Regional Coordinating Council Revenue Sharing Policy Committee. If the reevaluation fails to yield a resolution satisfactory to the requesting party within six months from the date the request for reevaluation was made, the requesting party may initiate the process for termination provided in this Agreement.

3.3 Termination. After completion of the Reevaluation process required by this Agreement, a party may terminate this Agreement by 12 months' written notice to the other parties. Termination does not extinguish the obligations of the terminating party under this Agreement for annexations initiated, or major land uses for which an application is filed, prior to the effective date of termination.

3.4 Filing. When fully executed, this Agreement shall be filed with the Kitsap County Auditor.

3.5 Notices. Any notices required by this Agreement shall be delivered, or mailed postage prepaid, and addressed to:

Kitsap County
Clerk to the Board
Office of the Kitsap County
Board of Commissioners
614 Division Street
Mail stop 4
Port Orchard, WA98366

City of Bainbridge Island
City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA98110

City of Bremerton
City Clerk
City of Bremerton
345 6th Street, Suite 600
Bremerton, WA98337

City of Port Orchard
City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, WA98366

City of Poulsbo
Mayor
City of Poulsbo
200 NE Moe Street
Poulsbo, WA98370

Kitsap Regional Coordinating Council
Chair
Kitsap Regional Coordinating Council
P.O. Box 1934
Kingston, WA98346

3.6 Administration. As this Agreement contemplates no joint or cooperative undertaking, each party shall administer the Agreement as to its own responsibilities under the Agreement. The

Kitsap Regional Coordinating Council shall oversee the revenue sharing process provided for in this Agreement.

3.7 Reporting. The County and the Cities shall report to the Kitsap Regional Coordinating Council at the start of each calendar year any payments made or received by the reporting jurisdiction pursuant to this Agreement during the preceding calendar year.

3.8 Waiver. The failure by the County or any City to enforce any term or condition of this Agreement shall not be construed to constitute a waiver of any other term or condition, or of any subsequent breach of any provision, of this Agreement.

3.9 Entire Agreement. This Agreement includes the entire agreement of the parties with respect to any matter addressed in this Agreement

3.10 Amendment. This Agreement may be amended only upon the written agreement of the parties made with the same formalities as those required for its original execution.

3.11. Countywide Planning Policy. To the extent that anything in this Agreement may be found to be inconsistent with any part of the Kitsap County-wide Planning Policy, the County and City in 2002 will review the applicable parts of the County-wide Planning Policy and revise them in accordance with this Agreement.

3.12 Review. The County and the Cities shall review this Agreement within the Kitsap Regional Coordinating Council in December of 2003, and every five years thereafter.

3.13 Effective Date. This Agreement shall take effect retroactively to September 4, 2001, as this date has been expressly agreed upon by all the parties.

APPENDIX ~~G~~ E

Adopted by Kitsap County, all four Cities and the Port of Bremerton: 11/22/12 – 02/14/13.

Amendments to the 2001 ILA that established KRCC were made in 2006 and 2007.

KITSAP REGIONAL COORDINATING COUNCIL
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL ("Council"), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by majority vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

A. "Member agency" means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.

B. "State" means the State of Washington.

C. "Region" means the territory physically lying within the boundaries of Kitsap County.

D. "Kitsap Regional Coordinating Council" or "Council" means the separate legal entity established by this

Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

E. "Majority vote" means more than one-half of the votes cast when a quorum is present and must include a majority of votes from County commissioners and a majority of votes from the representatives of at least two separate cities.

F. "Executive Board" shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.

G. "Cost Allocation" means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members' obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).

H. "Ex Officio Member" means a non-voting, non-dues paying member of the Council.

I. "Two-thirds majority vote" means a majority vote and also requires a majority of votes from County commissioners and a majority of votes from the representatives from at least two separate cities.

J. "Associate Member" means a member of the Council which is not a party to this Agreement and who enters into a separate agreement with the Council that establishes the Associate Member's level of participation in Council activities.

IV. MEMBERSHIP AND REPRESENTATION

A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board.

B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:

1. County Government: three (3) members of the Kitsap County Board of Commissioners;

2. City Governments:

   a. The Mayor of each city having a population of 10,000 persons or less;

   b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;

   c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;

   d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.

3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.

4. City Council, and Port of Bremerton representatives may be selected by whatever means established by each specific member agency for a two (2) year term.

C. The determination of the population of cities will be the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.

D. A municipal or government entity or a federally recognized Indian Tribe that desires to become a member of the Council must obtain permission to do so by majority vote of the Executive Board. The required permission applies to any entity that wishes to become a Member or Ex Officio Member. A municipal or government entity or a federally recognized Indian tribe that wishes to become an Associate Member must obtain permission to do so by a majority vote of the Executive Board, and must

present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;

D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low income housing grants.

E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.

F. Coordinate actions to provide for a sustainable economy and environment for the region.

G. Carry out such other planning and coordinating activities authorized by majority vote of the Council including participation in other forums and organizations.

H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.

I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.

J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.

K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.

L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.

M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.

N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by majority vote of the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve, and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than $1 million single occurrence and $2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as Members at a later date will provide original signature pages of this Agreement to the Clerk of the Kitsap County Board of Commissioners, who shall file the signature pages provided with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the signature pages filed later, to each of the parties. Addition of parties at a later date will not constitute a modification under Section XIII of this Agreement.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

Adopted 2004

Appendix F: Regional and Kitsap Designated Centers List

Regional (Adopted by PSRC)	City of Bremerton	Metro Center
	Silverdale Urban Core	Urban Center
	South Kitsap Industrial Area	Industrial/Employment Center
Jurisdiction	**Jurisdiction's (Comp Plan) Designation**	**KRCC Center Designation**
Kitsap County	Kingston	Town or City Center/Transportation Hub
Kitsap County	Southworth	Transportation Hub
Kitsap County	Suquamish	Activity/Employment Center - Transportation Hub
City of Bremerton	Harrison Employment Center	Activity/Employment Center
City of Bremerton	NW Corporate Campus Employment Center	Activity/Employment Center
City of Bremerton	Port Blakely Employment Center	Activity/Employment Center
City of Bremerton	Upper Wheaton District Center	Mixed Use Center/ Neighborhood
City of Bremerton	Lower Wheaton District Center	Mixed Use Center/ Neighborhood
City of Bremerton	Sylvan/Pine Neighborhood Center	Mixed Use Center/ Neighborhood
City of Bremerton	Perry Avenue Neighborhood Center	Mixed Use Center/ Neighborhood
City of Bremerton	Manette Neighborhood Center	Mixed Use Center/ Neighborhood
City of Bremerton	Charleston Neighborhood Center	Mixed Use Center/ Neighborhood
City of Bremerton	Haddon Neighborhood Center	Mixed Use Center/ Neighborhood
City of Bainbridge Island	Winslow Core	Town or City Center
City of Bainbridge Island	Day Road Light Manufacturing Area	Activity/Employment Center
City of Bainbridge Island	Lynnwood - Neighborhood Service Centers*	Mixed Use Center/ Neighborhood
City of Bainbridge Island	Rolling Bay - Neighborhood Service Centers*	Mixed Use Center/ Neighborhood
City of Bainbridge Island	Island Center - Neighborhood Service Centers*	Mixed Use Center/ Neighborhood
City of Poulsbo	Poulsbo Town Center	Town or City Center
City of Poulsbo	Olhava	Mixed Use Center/ Neighborhood
City of Port Orchard	City of Port Orchard	Town or City Center/ Transportation Hub
City of Port Orchard	Tremont Community Services	Activity/Employment Center
City of Port Orchard	South Kitsap Mall - Mixed Use Center	Mixed Use Center/ Neighborhood
Kitsap Transit	Historic Mosquito Fleet Terminals	Transportation Hub

***** - Special Planning Areas

f

Appendix G:
Centers & Local Areas of More Intensive Rural Development (LAMIRD) Matrix

	Type of Growth	UGA Criteria Apply (per GMA)	Mixed Use: High Density Residential with Jobs	Federal Funding Cycles PSRC managed Transportation Funding : Centers & Corridors *
Incorporated UGA	**Urban**	**Yes**	Yes	N/A
Unincorporated UGA	Urban	Yes	Yes	N/A
PSRC Centers: • Regional • Industrial/Employment	Urban	Yes	Yes	Regional Competitive & Countywide
Kitsap Regional Coordinating Council Centers				Countywide
Town/City Center	Urban	Yes	Yes	
Mixed Use/Neighborhood	Urban	Yes	Yes	
Employment/Activity	Urban if in UGA; Rural if outside UGA		Limited if not in UGA	
Transportation Hubs	Urban if in UGA; Rural if outside UGA			
Fully Contained Communities	Urban	Yes	Yes	Countywide if designated as Kitsap Center
Master Planned Resorts	Recreational	**No**	Limited	Rural set-aside **
LAMIRDs	In-fill Consistent with Existing Character	No	Limited to Existing density with no intensification of use	Rural set-aside **
Industrial in Rural	Employment/Activity Resource-based Industrial	No	No	Rural set-aside **
Rural	Non-urban Rural Character	No	No	Rural set-aside **
Resource Lands	No Residential Growth	Limited	No	Rural set-aside **

* Non-motorized/Enhancement Transportation Funding can be used anywhere in Kitsap County.
** 10% each funding cycle, set by federal statute (1991).

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:20 PM) Receive Letter to Governor Inslee relating to the Derelict Vessel Program,

SUMMARY: The attached letter to Governor Inslee relating to a Department of Natural Resources Derelict Vessel Program budget request is provided for information only.

AGENDA CATEGORY: Report **PROPOSED BY:** Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Letter to Governor Inslee re DNR Derelict Vessel Program.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

DocuSign Envelope ID: 474600F0-51A5-40DE-9844-1781F359D087



CITY OF PORT ORCHARD
Office of the Mayor

City Hall • 216 Prospect Street • Port Orchard, WA 98366
Voice: (360) 876-4407 • Fax: (360) 895-9029
rputaansuu@cityofportorchard.us
www.cityofportorchard.us

November 29, 2021

Governor Jay Inslee
Office of the Governor
PO Box 40002
Olympia, WA 98504-0002

RE: Dept. of Natural Resources Derelict Vessel Program Budget Request

Dear Governor Inslee:

Thank you for your continued commitment to preserving and maintaining our state's natural resources. As stewards of the Kitsap Peninsula waterways, we are writing today to express our strong support for the Department of Natural Resources 2022 Budget Request to increase funding for the Derelict Vessel Removal Program. This program funds removal of sunken and abandoned vessels polluting state and local waterways. The Department's request would redirect 15% of the existing watercraft excise tax into the Derelict Vessel Removal Program, adding $5 million to the program budget – currently funded at $2.6 million— for a total of $7.5 million per biennium.

Since the program's establishment almost 20 years ago, DNR and partner agencies have removed over 1,000 abandoned or neglected vessels through the Derelict Vessel Removal Program; however, funding constraints and insufficient resources for proactive removals, such as the Vessel Turn-In Program, has resulted in a steadily increasing backlog of derelict vessels. Additionally, significant program resources are spent on addressing large derelict vessels, requiring the Department to regularly request separate capital budget funding to address these removals. Increased funding for the program would provide predictability for the agency and partner agencies who rely on this program and allow DNR to almost double the amount of vessel removals.

The Kitsap Peninsula regularly faces negative impacts from derelict vessels and their discharges, including environmental and security concerns. Dilapidated boats that come unmoored ultimately sink, dumping gallons of diesel fuel and other pollutants into the ocean. Additionally, these sunken ships reduce the navigability of the waterways, imposing safety risks for other boaters and water recreators.

DocuSign Envelope ID: 474600F0-51A5-40DE-9844-1781F359D087

This program is integral to the health and continuity of our maritime communities and businesses. As you assemble your 2022 Supplemental Operating Budget, we urge you to include full funding for the Derelict Vessel Removal Program.

Sincerely,

City of Port Orchard
Robert Putaansuu, Mayor

City of Poulsbo
Becky Erickson, Mayor

City of Bremerton
Greg Wheeler, Mayor

City of Bainbridge Island
Blair King, City Manager

Kitsap County
Robert Gelder, Chair, District 1

Kitsap County
Charlotte Garrido, District 2

Kitsap County
Ed Wolfe, District 3

Port of Bremerton
Cary Bozeman, President of the Board

Kitsap Transit
John Clauson, Executive Director

Kitsap Public Health
Keith Grellner, Administrator

C: Senator Christine Rolfes, 23rd Legislative District
Senator Emily Randall, 26th Legislative District
Senator Tim Sheldon, 35th Legislative District
Representative Tarra Simmons, 23rd Legislative District
Representative Drew Hansen, 23rd Legislative District
Representative Jesse Young, 26th Legislative District
Representative Michelle Caldier, 26th Legislative District
Representative Dan Griffey, 35th Legislative District
Representative Drew MacEwen, 35th Legislative District

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 14, 2021 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:25 PM) Consider Request for an Agenda Item to Discuss a Resolution declaring a Primary Care Crisis on Bainbridge Island - Councilmember Hytopoulos,

SUMMARY: Council will discuss whether to schedule an agenda item to discuss a resolution declaring a primary care crisis on Bainbridge Island as described in the attached communication from Councilmember Hytopoulos.

AGENDA CATEGORY: Discussion **PROPOSED BY:** City Council

RECOMMENDED MOTION: Discussion and possible addition to a future Council agenda.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Agenda Request from Councilmember Hytopoulos.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

From: Kirsten Hytopoulos <khytopoulos@bainbridgewa.gov>
Sent: Tuesday, December 7, 2021 1:47 PM
To: Blair King <bking@bainbridgewa.gov>
Subject: Request for agenda item re: Resolution Declaring Primary Care Crisis

I am requesting 5 minutes on the first possible upcoming agenda to discuss the possibility of the City Council directing the City Manager to prepare for Council's consideration a resolution declaring a primary care crisis on Bainbridge Island due to the recent closing of a clinic serving 8,000 plus (number to be verified) individuals and the lack of capacity at other existing facilities to absorb the majority of those individuals.

Kirsten Hytopoulos
Bainbridge Island City Council Member
Position 1, At-Large
206.482.4958