



**CITY OF
BAINBRIDGE ISLAND**

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, SEPTEMBER 25, 2018**

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

AGENDA

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**
- 2. APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
- 3. PUBLIC COMMENT - 6:05 PM**
- 4. MAYOR'S REPORT - 6:10 PM**
- 5. CITY MANAGER'S REPORT - 6:15 PM**
- 6. PRESENTATION(S)**
 - 6.A (6:20 PM) Proclamation Declaring October 2018 as Filipino American History Month - Mayor Medina, 5 Minutes
[Filipino American History Month Proclamation 2018](#)
 - 6.B (6:25 PM) Recognition of Indigenous Peoples Day - Councilmember Peltier, 5 Minutes
[Resolution No. 2016-21 Indigenous Peoples Day](#)
 - 6.C (6:30 PM) Proclamation Declaring October 2018 as National Community Planning Month - Planning, 5 Minutes
[2018 October National Community Planning Month Proclamation](#)
 - 6.D (6:35 PM) Proclamation Declaring the Month of October, 2018 as Resilience Awareness Month - Mayor Medina, 5 Minutes
[Resilience Awareness Month Proclamation](#)
 - 6.E (6:40 PM) 2019-2020 Proposed Budget Presentation, 30 Minutes
- 7. PUBLIC HEARING(S)**

- 7.A (7:10 PM) Ordinance No. 2018-19, Modifying Chapter 16.18 BIMC, Land Clearing, and BIMC 18.15.010 - Planning, 45 Minutes
[Ordinance No. 2018-19 Tree Regulations](#)
[Exhibit A 2018-19 Ch 16.18](#)
[Transmittal - BIMC 16.18 Proposed Changes Financial Estimates.docx](#)
- 7.B (7:55 PM) Ordinance No. 2018-32, Amending the Procedure for Review of Applications for Removal of Landmark Trees - Executive, 20 Minutes
[Ordinance No. 2018-32, Modifying Chapter 16.32 Relating to Landmark Trees \(as adopted on August 21, 2018\)](#)
- 7.C (8:15 PM) Ordinance No. 2018-41, Relating to the Extension of Moratorium for Certain Developments - Planning, 20 Minutes
[Ordinance No. 2018-41, Relating to the Extension of Moratorium for Certain Developments](#)

8. UNFINISHED BUSINESS

- 8.A (8:35 PM) Set Public Hearing on Ordinance No. 2018-42, Amending Chapter 16.32 BIMC to Include Additional Criteria and Considerations Related to Landmark Trees - Planning, 5 Minutes
[Ordinance No. 2018-42 - Amending Chapter 16.32 BIMC to Include Additional Landmark Tree Criteria](#)
- 8.B (8:40 PM) Manitou Park Boulevard Shoreline Stabilization Project Professional Services Agreement - Public Works, 10 Minutes
[PSA with Coastal Geologic Services, Inc., for the Manitou Park Blvd Shoreline Stabilization Project Attachment A to PSA with Coastal Geologic Services, Inc.](#)
- 8.C (8:50 PM) Resolution No. 2018-29, Clarifying Public Involvement in Use of Funds Raised by City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy - Executive, 10 Minutes
[Resolution No. 2018-29 - SAFE Mobility Project Selection Committee](#)
- 8.D (9:00 PM) Resolution No. 2018-26, Stating the City Council's Position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy - Executive, 20 Minutes
[Resolution No. 2018-26, Stating the City Council's Position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge Safe Mobility Levy](#)
- 8.E (9:20 PM) Contract for City Manager - Mayor Medina, 10 Minutes
[M Smith 2018 Employment Agreement - Draft](#)

9. NEW BUSINESS

- 9.A (9:30 PM) Resolution No. 2018-27, Stating the City Council's Position on "Clean Air Clean Energy" Initiative 1631 - Mayor Medina, 10 Minutes
[Resolution No. 2018-27, Stating the City Council's Position on I-1631](#)
- 9.B (9:40 PM) Country Club Road Bulkhead Repair and Outfall Replacement Project Professional Services Agreement - Public Works, 10 Minutes
[Country Club Road Bulkhead Repair and Outfall Replacement Project Professional Services](#)

Agreement

10. CONSENT AGENDA

- 10.A (9:50 PM) Agenda Bill for Consent Agenda, 5 Minutes

- 10.B Accounts Payable and Payroll
[Report to Council of Cash Disbursements 09-26-18.pdf](#)
[Payroll.pdf](#)

- 10.C City Council Study Session Minutes, September 4, 2018
[CCMIN 090418 STUDY SESSION](#)

- 10.D Special City Council Meeting Minutes, September 11, 2018
[CCMIN 091118 SPECIAL](#)

- 10.E City Council Regular Business Meeting Minutes, September 11, 2018
[CCMIN 091118 BUSINESS](#)

- 10.F Ordinance 2018-35 Amending BIMC Chapter 5 and Adopting Model Business License Code - Finance, 5 Minutes
[Ordinance No. 2018-35](#)
[MRSC - July 2018 Business License Code Update Explanation](#)
[MRSC - April 2018 Business Licensing Background](#)

- 10.G Ordinance No. 2018-37, relating to the City Water Utility and Providing for No Automatic Fee Adjustment for Monthly Water Service Rates in 2019 - Finance, 5 Minutes
[Ordinance No. 2018-37 Providing for No Automatic Annual Adjustment for Water Rates in 2019](#)

- 10.H Ordinance No. 2018-38, Providing for No Automatic Annual Adjustment for Monthly Sewer Service Utility Rates in 2019 - Finance, 5 Minutes
[Ordinance No. 2018-38 Providing for No Automatic Annual Adjustment for Sewer Rates in 2019](#)

- 10.I Interlocal Agreement Between Kitsap Public Utility District No. 1 and the City of Bainbridge Island Transferring Wireless Frequency Interface (Wi-Fi) Assets - Executive, 5 Minutes
[Interlocal Agreement Transferring Wi-Fi Assets](#)
[Exhibit A - Interlocal Agreement with KPUD Transferring WiFi Assets](#)

11. COMMITTEE REPORTS

- 11.A (9:55 PM) Committee Reports, 5 Minutes
[PSRC 9.6.18 Report](#)
[ETHMIN 073018 Approved](#)
[UACMIN 082218 Approved](#)
[Public Safety Committee Notes 061418 Approved](#)

12. FOR THE GOOD OF THE ORDER -10:00 PM

13. ADJOURNMENT - 10:10 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: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:20 PM) Proclamation Declaring October 2018 as Filipino American History Month - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Proclamation declaring October, 2018, as Filipino American History Month and to add this proclamation to the list of annual proclamations that can be issued by the Mayor without further authorization.

SUMMARY:

The attached proclamation declares October, 2018, as Filipino American History Month.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Filipino American History Month Proclamation 2018](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

A PROCLAMATION by the Mayor of the City of Bainbridge Island, Washington, declaring the month of October as Filipino American History Month.

WHEREAS, the earliest documented proof of Filipino presence in the continental United States was in October 18, 1587, when the first "Luzones Indios" set foot in Morro Bay, California; and

WHEREAS, Washington State is home to the third largest Filipino population in the United States; and

WHEREAS, Bainbridge Island is the home of an historic Filipino community, with the earliest record showing a Filipino employed at the Port Blakely Mill in 1883, who was the first known employee from the Philippines in the Pacific Northwest; and

WHEREAS, the Filipino American National Historical Society recognizes the year of 1883 as the date of the first permanent Filipino settlement in the United States in St. Malo Parrish, Louisiana; and

WHEREAS, the Filipino community has played an important role in Bainbridge Island's rich agricultural and cultural history; and

WHEREAS, the State of Washington has recognized the month of October as Filipino American History Month since the year 2010; and

WHEREAS, Filipino American History Month provides an opportunity to promote the study of Filipino American history and culture, recognize the richness of Filipino American ethnicity, and honors the contributions of Filipino Americans both to our local community and to the Nation as a whole.

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council, proclaim October 2018 as

FILIPINO AMERICAN HISTORY MONTH

in the City of Bainbridge Island, and urge all Islanders to observe this month by visiting the Bainbridge Island Historical Museum and adding to their understanding of this important part of our heritage.

DATED this 25th day of September, 2018

Kol Medina, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:25 PM) Recognition of Indigenous Peoples Day - Councilmember Peltier,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION:

Information only.

SUMMARY:

Recognition of Indigenous Peoples Day on October 8, 2018.

FISCAL IMPACT:

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

BACKGROUND:

Approximately two years ago, the City of Bainbridge Island became the 25th U.S. city to recognize the 2nd Monday in October as Indigenous Peoples' Day. Our resolution borrows from a similar resolution approved by the Seattle City Council. Nick Licata, former Seattle City Councilmember and cosponsor of Seattle's resolution, was helpful and supportive when the idea for a City of Bainbridge Island Indigenous Peoples' Day Resolution was first discussed in the Summer of 2016.

The drafting of Bainbridge Island's Indigenous Peoples' Day Resolution was a collaboration between the City of Bainbridge Island, the Island's Indipino Community, and the Suquamish Tribe. In the resolution, we recognize the long presence of Indigenous Peoples in the Americas, their contributions to our communities and to the

country, as well as the historic racism and social inequity Indigenous Peoples have endured. Our resolution goes beyond those similarities with other resolutions, however, to make it unique to this place.

Our Indigenous Peoples' Day Resolution recognizes the Suquamish settlements that were here long before Europeans arrived, and that Bainbridge Island's first people existed in harmony with the diverse natural environment around them. It recognizes that prior to the Point Elliot Treaty in 1855, Bainbridge Island was Suquamish territory and acknowledges the contributions of our Indipino community and of all Indigenous Bainbridge Islanders past and present. Our resolution commits the City of Bainbridge Island to supporting equality, understanding, and appreciation of Indigenous Peoples. Specifically:

Section 1 of our Indigenous Peoples Day Resolution affirms our City's commitment to the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region.

Section 2 commits the City of Bainbridge Island to fund and participate in yearly Indigenous Peoples' Day celebrations and activities, working cooperatively with local Tribes, groups, and citizens.

Section 3 strongly encourages the Bainbridge Island Public School District, along with private schools, to include the teaching of Indigenous People's history.

Section 4 encourages businesses, organizations, and public institutions to also recognize Indigenous Peoples' Day.

Section 5 commits the City of Bainbridge Island to update its official timeline displayed in the City Council Chambers with additional dates and information significant to Indigenous Peoples, including the Island's Indipino community.

Bainbridge Island's Indigenous Peoples' Day is a work in progress. A day to recognize and appreciate Indigenous People and their cultures, it is ultimately about all of us and about the kind of community we choose to be. Please join us on October 8th at Bainbridge High School Commons, 3:00 to 5:30 p.m., to help celebrate and observe Bainbridge Island's 3rd annual Indigenous Peoples Day.

ATTACHMENTS:

[Resolution No. 2016-21 Indigenous Peoples Day](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2016-21

A RESOLUTION declaring the second Monday in October as Indigenous Peoples Day in the City of Bainbridge Island; encouraging other institutions to recognize this new special Day; and reaffirming the City's commitment to promote respect for, and understanding of, the region's American Indian and Indigenous community, their long history, and their continuing contribution to contemporary society.

WHEREAS, the City of Bainbridge Island recognizes that the Indigenous Peoples of the lands and water known as the Americas have occupied them since time immemorial; and

WHEREAS, the first inhabitants of what is now known as Bainbridge Island were the Indigenous ancestors of the Suquamish People who occupied several villages along its shorelines, hunted, fished, and gathered in its waters and on its land, and were respectful keepers of its resources; and

WHEREAS, the City recognizes that the present community of Bainbridge Island is built upon territory that prior to the Treaty of Point Elliott in 1855 belonged to the Suquamish Tribe; and

WHEREAS, Indigenous peoples from elsewhere in the UNITED STATES and Canada migrated to Bainbridge Island beginning in the 1920s to work in the berry fields, met and intermarried with Filipino immigrants, and began what is now known as Bainbridge Island's Indipino community, which has made its own unique contribution to the Island's history and character; and

WHEREAS, the City of Bainbridge Island values the historic and contemporary contributions made to this community by all of our Island's past and present Indigenous Peoples; and

WHEREAS, the City of Bainbridge Island affirms its opposition to the long legacy of racism towards Indigenous Peoples, which has subjected them to social inequities and hardships, and recognizes their resilience and enduring spirit; and

WHEREAS, the City of Bainbridge Island supports national and state policies and practices intended to help close the equity gap for Indigenous Peoples through greater understanding and appreciation of their collective experiences and by honoring their collective contribution to our history and national character; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians, representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-57 to "Support to Change Columbus Day (2nd Monday of October) to Indigenous Peoples' Day"; and

WHEREAS, the City of Bainbridge Island aspires to protect and promote human rights, as set forth in the Universal Declaration of Human Rights and numerous other international human rights treaties, and to do so in a spirit of mutual friendship and respect, **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND THAT:

Section 1. The City of Bainbridge Island strongly supports the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of the region.

Section 2. The City of Bainbridge Island affirms that it is City policy to fund and participate in yearly Indigenous Peoples Day celebrations and activities, working cooperatively with local Tribes, groups, and citizens.

Section 3. The City of Bainbridge Island strongly encourages the Bainbridge Island Public School District, along with private schools, to include the teaching of Indigenous Peoples history.

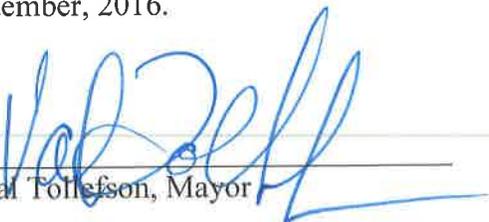
Section 4. The City of Bainbridge Island encourages other businesses, organizations, and public institutions to also recognize Indigenous Peoples Day.

Section 5. In the spirit of these goals, the City of Bainbridge Island will update its official timeline displayed in City Council Chambers with additional dates and information significant to Indigenous Peoples, including the Island's Indipino community.

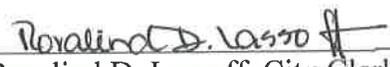
Section 6. With all of this in mind, and with a deep appreciation for our Island's long and diverse history, the City Council of the City of Bainbridge Island declares the second Monday in October as Indigenous Peoples Day in the City of Bainbridge Island.

PASSED by the City Council this 27th day of September, 2016.

APPROVED by the Mayor this 27th day of September, 2016.


Val Tollefson, Mayor

ATTEST/AUTHENTICATE


Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: September 19, 2016
PASSED BY THE CITY COUNCIL: September 27, 2016
RESOLUTION NUMBER: 2016-21



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:30 PM) Proclamation Declaring October 2018 as National Community Planning Month - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Proclamation Declaring October, 2018, as National Community Planning Month and to add this proclamation to the list of annual proclamations that the Mayor is authorized to sign without further action.

SUMMARY:

Each year, the month of October is declared National Community Planning Month. This is an opportunity for the City of Bainbridge Island to recognize that communities benefit by planning for their future and acknowledge that such efforts are the results of many who embrace and participate in the community planning process.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[2018 October National Community Planning Month Proclamation](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, rural areas, and other places in the State of Washington; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work, reside, recreate and otherwise live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment, and assuring their sustainability; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of members of planning commissions, members of volunteer advisory committees and boards, and the professional community and planners who have contributed their time and expertise to the improvement of the City of Bainbridge Island and to extend our heartfelt thanks for their continued commitment to public service.

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October, 2018, is hereby designated as

COMMUNITY PLANNING MONTH

in the City of Bainbridge Island in conjunction with the celebration of National Community Planning Month.

DATED this 25th day of September, 2018



Kol Medina, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:35 PM) Proclamation Declaring the Month of October, 2018 as Resilience Awareness Month - Mayor Medina,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the proclamation declaring the month of October, 2018, as Resilience Awareness Month and to add this proclamation to the list of annual proclamations that may be signed by the Mayor without further action.

SUMMARY:

The attached proclamation declares the month of October, 2018, as Resilience Awareness Month.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Resilience Awareness Month Proclamation](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

WHEREAS, there is compelling scientific evidence of a correlation between negative childhood experiences known as Adverse Childhood Experiences or “toxic stress;” and

WHEREAS, Adverse Childhood Experiences (“ACEs”) include such experiences as physical, sexual, or verbal abuse, physical and emotional neglect, witnessing domestic violence, losing a parent to separation or divorce, or having a family member who is: experiencing mental health issues, struggling with substance abuse, and/or incarcerated; and

WHEREAS, there is significant scientific evidence that sources of “toxic stress” may also include poverty, experiences of homelessness, and historical, structural, or community experiences of trauma such as racism, sexism, homophobia, slavery, colonization, community violence, and natural disasters; and

WHEREAS, in Kitsap County 62% of residents report having experienced at least 1 ACE, and over 37% of residents report having 3 or more ACEs, and research indicates the more “toxic stress” a person has experienced, the greater his/her risk of social, emotional, behavioral, and physical health challenges, leading to school suspension, increased dropout rates, expulsion, tardiness and absenteeism, bullying, unemployment, decreased functional work days, homelessness, incarceration, domestic violence, chronic disease, and substance abuse; and

WHEREAS, ACEs are the “root cause” of our most costly community issues, associated with 78% of IV drug use, 69% of mental illness, 67% of suicide attempts, 65% of alcoholism, 62% of domestic violence and homelessness, 61% of adult incarceration, 54% of prescription drug abuse, 26% of cardiovascular disease, 24% of cancer, 17% of asthma, and 15% of type 2 diabetes; and

WHEREAS, resiliency is the antidote and there is compelling scientific evidence that being able to rely on relationships to access resources and support in the moment of need can transform a potentially toxic experience into a tolerable one; and

WHEREAS, resiliency needs to be nurtured throughout the lifespan and is built through supportive relationships with caring adults and experiences that strengthen our core adaptive skills, including regulating emotions, managing stress, planning, mental flexibility, decision-making, and creating/sustaining relationships; and

WHEREAS, Kitsap Strong has a vision of a community in which each person flourishes and all parents raise their children with consistency and nurturance to develop resilience, with the goal to mobilize our community through dialogue and action to prevent ACEs in the next generation

through building individual and community resilience.

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim October of 2018 to be the annual

RESILIENCE AWARENESS MONTH

in the City of Bainbridge Island and urge all our residents to become informed about ACEs and their impact on development and long-term health outcomes, to integrate these principles into our everyday work and practice, and to otherwise support the work of Kitsap Strong as a community of hope and healing.

DATED this 25th day of September, 2018

Kol Medina, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:40 PM) 2019-2020 Proposed Budget Presentation,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Discussion only

SUMMARY:

Presentation of the 2019-2020 Proposed Biennial Budget

FISCAL IMPACT:

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

BACKGROUND:

Tonight staff presents the 2019-2020 Proposed Budget for the City of Bainbridge Island. The budget is the financial plan for the upcoming two years and expresses the City's identified priorities and planned service delivery to the community. The Proposed Budget supports key community goals, including a significant capital program, and dedicated resources to implement priorities identified in the new Comprehensive Plan. The next biennium will continue the City's emphasis on stewardship, financial sustainability, and customer service.

The budget proposal follows many months of work by staff and the City Council, including review and approval of the City's financial policies, review and approval of the Cost Allocation methodology and manual, and the proposed capital improvement plan.

Time is reserved on October and November Council agendas for discussion and review of the Proposed Budget. Final adoption is expected in November.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 45 Minutes

AGENDA ITEM: (7:10 PM) Ordinance No. 2018-19, Modifying Chapter 16.18 BIMC, Land Clearing, and BIMC 18.15.010 - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Hold public hearing then two options:

1.) I move to forward consideration of Ordinance No. 2018-19 to a future City Council meeting.

or

2.) I move to approve Ordinance No. 2018-19.

SUMMARY:

The City Council discussed Ordinance No. 2018-19 at its study session on September 4, 2018. The Council removed references to "exceptional tree" regulations and forwarded the ordinance on to public hearing on September 25, 2018.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Ordinance No. 2018-19 Tree Regulations](#)

[Exhibit A 2018-19 Ch 16.18](#)

[Transmittal - BIMC 16.18 Proposed Changes Financial Estimates.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-19

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to tree removal permitting and tree and landscaping retention and maintenance requirements; repealing and replacing Bainbridge Island Municipal Code Chapter 16.18 and amending Section 18.15.010.

WHEREAS, in January 2014, the City Council convened an Ad Hoc Committee consisting of two Planning Commissioners and three Councilmembers to review and make recommendations on the City’s tree regulations; and

WHEREAS, the Ad Hoc Committee organized their review by first focusing on regulations that apply to the Mixed Use Town Center and High School zoning districts (approved Ordinance No. 2015-04); and

WHEREAS, the Ad Hoc Committee then reviewed tree and landscaping regulations that apply to the rest of the island, outside of the Winslow commercial zoning districts (approved Ordinance 2016-01); and

WHEREAS, the last phase of the Tree/LID Ad Hoc Committee’s work was to review tree regulations that apply to existing single-family development; and

WHEREAS, the Tree/LID Ad Hoc Committee discussed tree regulations that apply to existing single-family development during their meetings throughout 2017 and into 2018; and

WHEREAS, the Tree/LID Ad Hoc Committee completed their recommendations on tree regulations for single-family development in April 2018; and

WHEREAS, the Tree/LID Ad Hoc Committee recommendations have been integrated into Ordinance 2018-19; and

WHEREAS, the Planning Commission reviewed the draft Ordinance No. 2018-19 at a study session on June 7, 2018; and

WHEREAS, the Planning Commission conducted a public hearing on Ordinance No. 2018-19 on June 14, 2018 and continued to discuss the ordinance on July 26 and August 9; and

WHEREAS, the Planning Commission recommended approval of Ordinance No. 2018-19 on August 9 after integrating new regulations for “exceptional trees” intended to replace the “landmark tree” requirements of Ordinance 2018-25; and

WHEREAS, the City Council conducted a public hearing on Ordinance No. 2018-19 on September 25, 2018; and

WHEREAS, notice was given on June 11, 2018 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106.

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

Section 1. Chapter 16.18 of the Bainbridge Island Municipal Code is hereby repealed and replaced as shown in Exhibit A.

Section 2. Section 18.15.010.A.2 of the Bainbridge Island Municipal Code is amended to read as follows:

a. For single-family residential development and redevelopment in residential districts the intent is to preserve and enhance the City’s physical and aesthetic character by retaining and maintaining trees within the residential landscape.

ab. For single-family residential short plats and subdivisions in residential districts, the intent is to preserve the greenbelts along designated scenic roadway corridors.

bc. In the R-8 and R-14 multifamily residential districts, the intent is to screen urban multifamily projects from adjacent lower density residential properties and to soften the appearance of surface parking areas.

ed. For nonresidential uses outside the Winslow Mixed Use Town Center, High School Road I and II, NC, B/I, and WD-I districts, the intent is to retain the natural landscape qualities of the Island by retaining existing vegetated buffers to screen views of structures and parking areas and to buffer between areas of high and low intensity uses.

de. In the Winslow Mixed Use Town Center central core and ferry terminal overlay districts, the intent is to provide an urban character by incorporating landscape standards; and to provide landscape development to screen uses from single-family residential properties; and to soften the appearance of surface parking areas.

ef. In the Winslow Mixed Use Town Center, Ericksen Avenue and Madison overlay districts, the intent is to retain the character of landscape front yards; and to provide landscape development to screen uses from single-family residential properties; and to soften the appearance of surface parking areas.

fg. In the Winslow Mixed Use Town Center gateway overlay district, the intent is to retain the greenbelt located adjacent to SR 305 consistent with the greenways plan and to provide landscape development to screen uses from single-family residential properties.

gh. In the High School Road I and II districts, the intent is to provide landscape development to screen uses from adjacent single-family residential properties and to soften the appearance of surface parking areas.

hi. In the NC district, the intent is to incorporate landscape standards that support pedestrian scale neighborhood uses compatible with the intensity of the surrounding residential neighborhood; to minimize the impact of lighting, noise and views of surface parking areas; and to provide a buffer between higher and lower intensity uses.

ij. In the B/I district, the intent is to provide a year-round vegetated screen and a noise and site lighting buffer of industrial development from adjacent nonindustrial properties and roadways.

jk. In the WD-I district, the intent is to provide landscape development that screens parking lots and large structures, but allows visual access to the shoreline and small scale active industrial facilities.

Section 3. Section 18.15.010.B of the Bainbridge Island Municipal Code is amended to read as follows:

B. Applicability.

1. All new development, except single-family residential building permits in the R-0.4, R-1 and R-2 zones, shall be subject to the requirements of this section, except as modified by subsections B.2 and B.3 of this section.
2. Projects subject to the conditional use permit process may be required to exceed the requirements of this chapter.
3. Specific submittal requirements for landscaping plans (tree protection, retention and planting plans) are included in the city's administrative manual.
4. Specific landscape requirements applicable to development in each zone district are indicated with an "X" and summarized in the following Table 18.15.010-1.

Table 18.15.010-1: Landscape Requirements by Zone District

Landscape Requirements for Land Uses and Districts		Significant Tree and Tree Stand Retention <u>General Regulations</u>	Perimeter Landscape	Roadside Buffer	Parking Lot Landscaping	Total Site Tree Unit (TU) Requirements 18.15.010.G	Planting Requirements	Irrigation	Maintenance
Single-family Residential properties in R-2.9, R-3.5 and R-4.3 zones		X				X	X	X	X
Single-family Residential Short Plats & Subdivisions		X	X (Cluster Sub Only)	X			X	X	X
R-8 and R-14 Multifamily Districts		X	X	X	X	X	X	X	X
Nonresidential Uses in Residential Districts		X	X	X	X	X	X	X	X
Winslow Mixed Use Town Center [1]	Central Core Overlay	X	X	X [2]	X	X	X	X	X
	Ericksen Ave. Overlay	X	X	X [2]	X	X	X	X	X
	Madison Ave. Overlay	X	X	X [2]	X	X	X	X	X
	Gateway Overlay	X	X	X [2]	X	X	X	X	X
	Ferry Terminal Overlay	X	X	X [2]	X	X	X	X	X
High School Road District		X	X	X [2]	X	X	X	X	X
NC District		X	X		X	X	X	X	X
B/I District		X	X	X	X		X	X	X

Table 18.15.010-1: Landscape Requirements by Zone District

Landscape Requirements for Land Uses and Districts	Significant Tree and Tree Stand Retention <u>General Regulations</u>	Perimeter Landscape	Roadside Buffer	Parking Lot Landscaping	Total Site Tree Unit (TU) Requirements 18.15.010.G	Planting Requirements	Irrigation	Maintenance
WD-I District	X	X	X	X		X	X	X

[1] Refer to Chapter 18.18 BIMC for additional landscape requirements specific to the Mixed Use Town Center districts.

[2] Roadside buffer requirement is adjacent to Highway 305 only.

Section 4. Section 18.15.010.C of the Bainbridge Island Municipal Code is amended to read as follows:

C. ~~General Regulations Tree Retention, Protection and Replacement.~~ Where Table 18.15.010-1 indicates that development must comply with the requirements of this subsection C, all development shall comply with the following requirements. These requirements are intended to supplement any regulations in Chapters 16.12 (Shoreline Master Program) and 16.20 (Critical Areas) BIMC, which remain the primary source of regulation for environmentally sensitive areas in Bainbridge Island. In the event of any inconsistency between the requirements of this subsection C and the requirements of Chapters 16.12 and 16.20 BIMC, the requirements of Chapters 16.12 and 16.20 BIMC shall apply.

Section 5. Section 18.15.010.G of the Bainbridge Island Municipal Code is amended to read as follows:

G. Total Site Tree Unit Requirements.

1. Intent. The overall purpose of this section is to preserve the landscape character of the community through development standards by encouraging the retention of existing vegetation and significant trees by incorporating them into site design. The intent of this subsection G is to ensure that, to the degree practicable, (a) each development approval in the MUTC, HSR I and II, R-5, R-8, R-14, and NC zone districts, ~~and~~ (b) each development approval for nonresidential development property in the ~~R-5, R-4.3, R-3.5, R-2.9, R-2, R-1, and R-0.4 zone districts,~~ and (c) single-family residential development in the R-2.9, R-3.5, R-4.3 zone districts leaves the development parcel with at least a specified minimum amount of tree coverage, measured in tree units per acre, that reflects the degree of tree coverage prior to development or redevelopment and that discourages avoidable site disturbances that would require tree removal.
2. Applicability. The regulations of this subsection G apply to ~~each~~ development applications involving (a) any modification to a ~~development~~ parcel located in the MUTC, HSR I and II, R-5, R-8, R-14, or NC districts, ~~or~~ (b) a permitted nonresidential development in the R-5, R-4.3, R-3.5, R-2.9, R-2, R-1, and R-0.4 zone districts, and (c) new and existing single-family residential development in the R-2.9, R-3.5 and R-4.3 zones. If a substantial-significant portion of a significant tree trunk, dripline and/or critical root zone extends onto an adjacent property, both properties may use the tree units ~~for retaining the trees~~ to meet the requirements of subsection G.4 of this section, upon mutual agreement. These provisions shall not apply to projects involving only interior renovation of existing buildings.
3. Site Specific Evaluation of Total Impact on Tree Coverage.
 - a. In order to show how the tree unit requirements of subsection G.4 of this section are being met, the applicant shall submit the following information as part of the landscaping plan information for a land use permit application:

- i. Identify and survey all existing trees to be retained as part of the proposed development;
 - ii. If opting to meet tree unit requirements pursuant to subsection G.4.a.~~iv~~ⁱⁱⁱ of this section, the applicant shall also identify the species and DBH of each tree to be removed;
 - iii. The applicant shall also submit valuation of all trees to be retained, using the valuation standards of the International Society of Arboriculture (see administrative manual for submittal requirements for landscaping plans).
- b. In determining which trees will be retained on a property to meet the tree unit requirements of subsection G.4, an applicant shall attempt to retain trees greater than 15 inches, trees in tree stands and trees adjacent to tree stands on adjacent properties, unless such retention would prevent reasonable use of a property and no other alternative is feasible.
- c. A Tree Removal/Vegetation Maintenance permit pursuant to Chapter 16.18 BIMC is required to request removal of any tree that is contributing to a property meeting the tree unit retention requirements of section G.4. Replanting may be required to ensure that the property continues to meet the retention requirements.

4. Requirements.

- a. A development application covered by subsection G.2 of this section shall only be approved if it complies with the requirements of subsections C (General Regulations Tree Retention, Protection, and Replacement), D (Perimeter Buffering and Screening), E (Street Frontage Landscaping), and F (Parking Lot Landscaping) of this section, and also complies with subsection G.4.a.i, ii or iii of this section.
 - i. In the MUTC central core and ferry terminal overlay districts, the development parcel shall have at least 30 tree units per acre following the proposed development or redevelopment.
 - ii. In the MUTC Ericksen Avenue, Madison Avenue, and gateway overlay districts, and each site in the R-5, R-8, R-14, HSR I and II, and NC districts, and for permitted nonresidential development in the ~~R-5~~, R-4.3, R-3.5, R-2.9, R-2, R-1, and R-0.4 zone districts, the development parcel shall have at least 40 tree units per acre following the proposed development or redevelopment.
 - iii. In the R-4.3, R-3.5, R-2.9 zone districts, existing single-family residential development, developing single-family residences and vacant parcels shall have at least 30 tree units per acre following the proposed development or redevelopment.
 - iv. ~~iii~~. As an alternative to subsections G.4.a.i, ~~and ii~~, and iii of this section, and at the applicant's option, the development parcel will contain at least the same

number of tree units after the proposed development or redevelopment as it had before that development or redevelopment.

- b. Existing and new trees in roadside, perimeter, and shoreline buffers and/or critical areas and their buffers do not count towards the tree unit requirements of this section. If an applicant is choosing to meet their tree unit requirements using subsection G.4.a.iii of this section, the existing trees in those protected areas and buffers will not count towards the “pre-development” amount of tree units.

5. Calculation of Tree Units.

- a. Each tree preserved on a development parcel shall earn the number of tree units shown in Table 18.15.010-5, based on its diameter at breast height (DBH) as measured in inches. If the DBH measurement results in a fraction, the requirement shall be rounded to the nearest whole number (greater than or equal to 0.5 is rounded up; less than 0.5 is rounded down).

Table 18.15.010-5: Tree Unit Conversion Table for Preserved Trees [1]

DBH	Tree Units	DBH	Tree Units	DBH	Tree Units
3 – 5	1.0	24 – 26	6.2	39 – 40	10.8
6 – 10	1.2	27 – 28	7.0	41 – 42	11.4
11 – 12	1.4	29 – 30	7.8	43 – 44	12.0
13 – 15	2.0	30 – 31	8.4	45 – 46	12.6
16 – 18	3.2	32 – 33	9.0	47 – 48	13.2
19 – 20	3.8	34 – 36	9.6	49+	13.8
21 – 23	4.6	37 – 38	10.2		

[1] For multi-stemmed trees, measure the DBH of each trunk separately, multiply each of these measurements by itself, add up these amounts, and calculate the square root of that total to find the DBH for the tree as a whole.

- ~~b. Tree Retention Bonus.~~
 - ~~i. If retained trees occur in a tree stand, they shall earn 1.2 times the tree unit value shown in Table 18.15.010-5.~~

- ~~ii. If the retained trees occur in a tree stand that is adjacent to a tree stand on an adjacent lot that is already protected as part of a land use permit or conservation easement, they shall earn one and one half times the tree unit value shown in Table 18.15.010-5 instead of the bonus described in subsection G.5.b.i of this section.~~
- ~~iii. If the retained tree is one designated through the city's heritage tree program it shall earn two times the tree unit value shown in Table 18.15.010-5, and the tree shall not receive additional bonus in subsections G.5.b.i and ii of this section for location in a tree stand.~~
- ~~iv. If the retained tree is located within a designated wildlife corridor network, it shall earn one and one half times the tree unit value shown in Table 18.15.010-5.~~
- be. Each new or replacement tree planted shall earn one tree unit. New trees planted to meet the minimum parking lot landscaping requirements of subsection F of this section do not count towards meeting tree unit credits under this section. New trees planted in or around a parking lot that exceed the minimum requirements of subsection F of this section can be counted towards meeting required tree units.
- cd. If, after complying with subsections C, D, E, and F of this section, additional trees need to be planted to meet the minimum tree unit requirements in subsection G.4 of this section:
 - i. In the MUTC central core and ferry terminal overlay districts, those trees may be planted either at ground level or above ground level (such as a patio, terrace, or rooftop); and
 - ii. In the MUTC Ericksen Avenue, Madison Avenue, and gateway overlay districts, R-8, R-14, HSR I and II, NC districts, as well as for nonresidential developments within residential districts, those trees shall be planted at ground level.

Section 6. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this ___ day of _____, 2018.

APPROVED BY THE MAYOR this ___ day of _____, 2018.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	September 21, 2018
PASSED BY THE CITY COUNCIL:	,2018
PUBLISHED:	,2018
EFFECTIVE DATE:	,2018
ORDINANCE NUMBER:	2018-19

BIMC Chapter 16.18
Tree Removal, Forest Stewardship, and Vegetation Maintenance

16.18.010 Overview.

- A. The policies presented in this chapter rest on an assumption that in the care of trees and vegetation on their property, citizens will be guided by common sense and best practices, responsive to the Purposes stated in section 16.18.025 below. Sanctions shall be applied to activities that are found by the planning director to be reckless and destructive, and to any action or negligence that adversely affects a neighboring property, pursuant to the provisions of section 16.18.120 and other applicable provisions of the Code.
- B. To a large extent, work carried out in landscaped yards and forested areas does not require a permit (see section 16.18.040 below). However, property owners who are considering major changes to the landscape and trees on their property should seek advice and professional services from a licensed arborist who is certified by the American Society of Consulting Arborists or the International Society of Arboriculture, or a landscape professional who is certified by the City.
- C. This chapter is one of several in the Municipal Code that pertain to the care of trees, vegetation, and forested areas on Bainbridge Island. Its policies and non-regulatory provisions pertain especially to the plans and ongoing activities of Island residents, outside of their homes or places of business but on their own property, when the use and enjoyment of the property involves stewardship and maintenance of trees and vegetation.

16.18.020 Findings.

- A. Forested areas and trees on individual lots are integral parts of Bainbridge Island's character; they enhance the City's appearance and livability, as well as providing significant environmental benefits and natural resource values.
- B. Conserving and managing the Island's forested areas and native vegetation is a central goal of the Bainbridge Island *Comprehensive Plan*: see Guiding Principles 1 & 5 and related Policies; Goals LU-6, 12 & 13; EN-3, 4, 5, 18 & 19; WR-3 & 4; and Policies LU 4.10 & EN 15.3.
- C. Trees are valued by homeowners and, when well cared for, enhance property values.
- D. Removal of trees and understory vegetation, combined with extensive disturbance of soils, cause loss of habitat and wildlife, runoff and soil erosion, degradation of surface water and aquifer recharge, and adverse impacts on air quality, as well as loss of aesthetic appeal.
- E. The community forest resources of the Island are best understood as a mosaic, with some large and many small pieces, on publicly owned and private properties. When clearing for

development further fragments the mosaic, both individual and community interests are affected.

- F. On Bainbridge Island and elsewhere, examples exist to demonstrate that development for residential and other uses can be compatible with careful conservation of forest conditions and other natural features; and that such development can be cost-effective, attractive, energy-efficient, and well adapted to our climate.

16.18.025 Purposes.

This Chapter is adopted for the following purposes:

- A. To promote the public health, safety, and general welfare of Bainbridge Island citizens without preventing the reasonable use of private property.
- B. To preserve and enhance the City's physical and aesthetic character, to promote the healthy functioning of our Island's natural systems, and to provide economic benefits to the community, for the sake of present and future generations.
- C. To implement the purposes of the State Growth Management Act relating to conservation of natural resources, pursuant to RCW 36.70A.
- D. To implement goals and policies in the current [Comprehensive Plan](#), the [Community Forest Management Plan \(2006\)](#), the [Bainbridge Island Open Space Study \(October 2008\)](#), and the [Bainbridge Island Community Wildfire Protection Plan \(2010\)](#), or subsequent updated versions.
- E. To promote forest stewardship practices and carefully planned development that results in minimal disturbance to the prior conditions of a property and neighboring properties.
- F. To implement a long-range policy of maintaining the Island's forest canopy cover while taking measures to prevent wildfires and protect structures in accordance with recommendations of the Bainbridge Island Fire Department.
- G. To allow limited tree and vegetation removal to provide for solar access, agriculture and gardens.
- H. To promote infiltration of stormwater and aquifer recharge; to minimize erosion and prevent pollution; to prevent landslides; to protect the waters of Puget Sound and the quality and quantity of water in wells.
- I. To maintain in a healthy state significant trees, clusters of trees, and forested areas, allowing for thinning, pruning, removal of invasive and undesirable vegetation, selective harvest and replanting, developing and maintaining trails, and removal of dead, or dangerous trees.

16.18.030 Applicability.

Provisions of this chapter apply citywide to all properties where trees and naturally occurring vegetation are found, except where the following chapters of the Municipal Code apply:

- A. This chapter does not apply to any portion of a property that is identified as critical area(s) pursuant to BIMC Chapter 16.20 *Critical Areas* (i.e., wetland, fish and wildlife conservation area, geologically hazardous areas, frequently flooded areas and a designated aquifer recharge protection area [ARPA]) or a prescribed critical area buffer zone. In these areas, including an ARPA if one has been designated pursuant to BIMC Section 16.20.100, the regulations of BIMC Chapter 16.20 *Critical Areas* apply. Additionally, the regulations of this chapter do not apply to any property with a designated and approved ARPA.
- B. This chapter does not apply to the portion(s) of a shoreline property within 200 feet landward of an Ordinary High Water Mark, where the regulations of BIMC 16.12 (the *Shoreline Master Program*) apply.

16.18.040 Activities Allowed without a Permit.

The following activities are allowed without a Tree Removal/Vegetation Maintenance Permit, subject to any other applicable City regulations.

- A. Routine landscaping and maintenance of vegetation, such as pruning and planting, removal of invasive/exotic species, management of brush and seedling trees. Pruning should comply with ANSI A300 (Part 1 – 2017) Tree, Shrub and Other Woody Plant Management – Standard Practices to maintain long term health. This includes maintenance of trees and vegetation required to be retained or planted through a land use permit such as a subdivision, site plan review, or conditional use permit.
- B. Outside of the Mixed Use Town Center and High School Road zoning districts, removal of some healthy significant trees (see section 16.18.130 Definitions) is allowed without a permit, except for trees required to meet any tree retention provisions of this chapter, BIMC 18.15.010 (*Landscaping, Screening, and Tree Retention, Protection and Replacement*), BIMC 17.12 (*Subdivision Design Standards*) or other applicable provisions of the Code.
 1. On a lot that is larger than one acre, a property owner may remove up to six significant trees in any 36-month period without a permit.
 2. On a lot one acre or less in size, a property owner may remove up to three significant trees in any 36-month period without a permit.
 3. After the tree removal limits of this section have been reached, see sections 16.18.050, 16.18.060, and 16.18.070 related to obtaining a Tree Removal/Vegetation Maintenance Permit.
- C. Removal of trees and ground cover in emergency situations involving immediate danger to life or structure or substantial fire hazards. If this activity would ordinarily require a tree

removal/vegetation maintenance permit, it shall be obtained as soon as possible after the emergency situation is stabilized.

- D. Removal of dead, or fallen trees. The city encourages property owners to leave dead trees in place for ecological benefit such as wildlife snags or nurse logs where possible. If a standing dead tree poses a hazard, creating a shorter wildlife snag is recommended.
- E. Routine maintenance activities in rights-of-way and required roadside buffers, including removal of hazard trees and invasive/exotic species, trimming of overgrown hedges, thinning and planting to replace removed vegetation to control vegetation on road and utility rights-of-way (see BIMC Chapter 12.04).
- F. The installation and maintenance of fire hydrants, water meters, and pumping stations, and street furniture by the city or utility companies or their contractors.
- G. Pruning and limbing of significant trees that are required to be retained, to remove dead or hazardous branches, and to improve the tree's form and long-term vitality, provided that such work is done by an ISA certified arborist.

16.18.050 Activities Requiring a Permit.

The following activities require an applicant to obtain a Tree Removal / Vegetation Maintenance Permit prior to commencing:

- A. A permit is required for any tree removal or vegetation maintenance in an area required to be retained or planted, pursuant to BIMC 18.15.010, through a land use permit such as a subdivision, a site plan review, or a conditional use permit. Tree retention requirements for the single-family residential zones, R-0.4, R-1, R-2 (see below, section BIMC Section 16.18.050.F) and R-2.9, R-3.5 and R-4.3 zones (BIMC 16.18.050.G) also apply (see below).
- B. For developed properties located within the Mixed Use Town Center and High School Road zoning districts, a tree removal / vegetation maintenance permit is required for removing any tree eight inches in diameter or greater, measured 4.5 feet above grade. The applicant must demonstrate that the requested removal meets one of the following criteria:
 - 1. The tree is dead, or determined to be hazardous, as certified by an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) arborist; or
 - 2. The removal is necessary to allow reasonable use or enable permitted construction, and no alternative is feasible; or
 - 3. The removal is necessary to maintain utilities, provide access, or fulfill the terms of an easement or covenant recorded prior to the adoption of the ordinance codified in this chapter.

- C. For undeveloped properties within the Mixed Use Town Center and High School Road zoning districts, a tree removal / vegetation maintenance permit is required to remove any tree except trees that are hazardous, dead, fallen, or contributing to an emergency. The tree removal permit will be reviewed for consistency with any applicable provisions of BIMC 18.15.010 that would apply to future development permits.
- D. For properties located outside of the Mixed Use Town Center and High School Road zoning districts, a tree removal permit is required for removing more than the number of significant trees allowed without a permit, pursuant to section 16.18.040.B above. A permit is required.
 - 1. On a lot that is larger than one acre, a property owner needs an approved permit to remove seven or more significant trees in any 36-month period, up to any retention requirements of sections E and F.
 - 2. On a lot one acre or less in size, a property owner needs an approved permit to remove four or more significant trees in any 36-month period without a permit, up to any retention requirements of sections E and F.
- E. For developed single-family residential properties in the R-0.4, R-1 and R-2 zones without an approved ARPA pursuant to Section 16.20.100, the following limits on non-invasive vegetation removal apply:
 - 1. Properties ≤ 40,000 square foot in size could clear up to 2,000 square feet of vegetation. Clearing between 2,001-6,999 square feet would be allowed with an approved ARPA stewardship plan (BIMC Section 16.20.180.H)
 - 2. Developed Properties between 40,000 square feet and 100,000 square feet in size could clear up to 4,000 square feet of vegetation. Clearing between 4,001-6,999 square feet would be allowed with an approved ARPA stewardship plan (BIMC Section 16.20.180.H)
 - 3. Developed Properties > 100,000 square foot in size could clear up to 6,999 square feet of vegetation.
- F. In the R-4.3, R-3.5 and R-2.9 zoning districts, existing single-family residential development, developing single-family residences and vacant parcels shall retain at least 30 tree units per acre, or at least as many tree units as the property had on **(INSERT DATE WHEN ORDINANCE 2018-19 TAKES EFFECT)**, pursuant to BIMC section 18.15.010.G. Replanting may be required as described in BIMC section 18.15.010.G.

16.18.060 General Regulations and Standards.

- A. While non-native and invasive species should be kept under control and eradicated if possible, native understory vegetation shall be maintained and land disturbing activity shall be kept to a minimum. Stump pulling and use of heavy equipment is only allowed if the activity will not affect the health of adjacent trees.

- B. An applicant shall protect any trees or landscaped area that must be retained during approved tree removal or vegetation maintenance work, pursuant to the protection provisions of BIMC 18.15.010.C.4.
- C. Once a portion of a property is cleared, the property owner shall ensure that invasive species do not reestablish or expand into cleared areas.
- D. Any tree or vegetation removal or maintenance undertaken without a permit pursuant to this section shall be done to ensure long-term health of the trees or vegetation. A property owner shall follow the ANSI A300 (Part 1 – 2017) Tree, Shrub and Other Woody Plant Management – Standard Practices (Pruning) or 60% live-crown ratio, whichever standards is more appropriate for the species.
- E. A forest practice permit from the State Department of Natural Resources may be required pursuant to RCW 76.09. Failure to obtain a forest practice permit when applicable shall be grounds for denial of all applications for permits or approvals, including building permits and subdivision approvals, relating to non-forestry uses of the land for a period of six years, in accordance with RCW 76.09.060.

16.18.070 Tree Removal/Vegetation Maintenance Permit Administration and Review Process.

- A. For activities requiring a permit, the process begins with submission of a complete permit application, usually after discussion of the proposed activity with a member of the Planning staff.
- B. Tree removal and vegetation maintenance activities shall comply with this chapter’s provisions for permits and related regulations. Permits for tree removal / vegetation maintenance may require the planting of replacement trees and/or other City permits such as a *Site Assessment Review* (BIMC Chapter 15.19).
- C. The planning director shall grant a tree removal/ vegetation maintenance permit if the application meets the requirements of this chapter and is consistent with other relevant city codes, including but not limited to Chapters 15.19, 15.20, 16.12, 16.20, 17.12, 18.15.010 BIMC. If the tree removal permit application is denied, the decision may be appealed pursuant to BIMC 16.18.110.
- D. No work authorized by a tree removal/ vegetation maintenance permit shall commence until a permit notice has been posted by the applicant at a conspicuous location on the subject property. The notice shall describe specific plans for tree removal and land disturbing activity and shall remain posted in said location until the authorized tree removal has been completed.
- E. Any tree removal/ vegetation maintenance permit granted under this chapter shall expire one year from the date of issuance. Upon a showing of good cause, the permit may be extended for six months by the planning director. Approved tree removal permits shall not be amended without authorization of the planning director.

- F. A tree removal / vegetation maintenance permit may be suspended or revoked by the planning director because of incorrect information supplied or any violation of the provisions of this chapter.

16.18.080 After-the-fact Tree Removal/Vegetation Maintenance Permit.

- A. In response to a report that one or more trees have been removed improperly or vegetation maintenance activity did not comply with requirements of the BIMC, the City’s Code Enforcement Officer shall investigate. If in fact the reported activity was legitimate without a permit, no action will be taken. If the reported activity would have been allowed if a permit had been applied for, an after-the-fact Tree Removal/Vegetation Maintenance Permit shall be issued. The person or persons responsible for unauthorized tree removal shall be made aware of all the conditions for approval and any applicable regulations and remedies. The fee for an after-the-fact permit shall be established by a resolution of the City Council.
- B. If the reported activity would not have been permitted, entirely or in some particulars, the Code Enforcement Officer, in consultation with the planning director or the city attorney, shall follow the procedures for Enforcement and penalty in section 16.18.120 of this chapter.

16.18.090 Mitigation and Restoration

- A. For alterations to or removal of significant trees or vegetation that require a permit under this chapter, the following minimum performance standards for mitigation shall be met when replanting or other mitigation is required; provided, that if the applicant can demonstrate that greater functions or values can be obtained through the application of different standards, these standards may be modified:
 1. Historic structural and functional values shall be restored, including water quality and habitat functions;
 2. Historic soil types and configuration shall be replicated;
 3. The disturbed area shall be replanted with vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities. The historic functions and values should be replicated at the location of the alteration;
 4. Any applicable tree retention or replanting requirements shall be met through restoration, if required.
- B. Information demonstrating compliance with the requirements of this section shall be submitted to the director.

16.18.100 Performance assurance.

- A. The planning director may require, as a condition for the granting of a permit, that the applicant furnish a performance assurance in a form approved by the planning director, in order to obligate the applicant, after the approved tree removal has been accomplished, to complete all required replanting, erosion control, and cleanup on the property. The surety device shall be in an amount equal to the estimated cost of such services, with surety and conditions satisfactory to the planning director.
- B. In order to stay enforcement, the director may choose to enter into a voluntary correction agreement (VCA). This is a civil contract entered between the City and the applicant. The VCA will outline several performance items that will be required within an agreed-upon time frame.

16.18.110 Appeals.

Appeals of the planning director's decision on a tree removal/vegetation maintenance permit application shall be in accordance with the administrative decision procedures established in Chapter 2.16 BIMC.

16.18.120 Violations, Restoration and Enforcement

- A. It is a violation of this chapter for any person to fail to comply with a requirement of this chapter. It is also a violation of this chapter for any person to:
 1. Initiate or maintain, or cause to be initiated or maintained, the removal of significant tree(s) or native vegetation within the city without first obtaining permits or authorizations required by this chapter, or in a manner that violates the terms or conditions of such permits or authorizations or this chapter;
 2. Misrepresent any material fact in any application, plans or other information submitted to obtain permits or authorizations under this chapter; or
 3. Remove or deface any sign, notice, complaint, or order required by or posted in accordance with this chapter.
- B. When a significant tree or vegetation has been removed or altered in violation of this chapter, all ongoing development work shall stop, and the significant tree or vegetation shall be restored or replaced. The city shall have the authority to issue a stop work order to cease all ongoing development work, and order restoration, rehabilitation, or replacement measures at the owner's or other responsible party's expense to compensate for violation of provisions of this chapter.
- C. Restoration Plan Required. All development work shall remain stopped until a restoration plan is prepared and approved by the director. Such a plan shall be prepared by a qualified professional using the best available science and shall describe how the actions proposed meet the minimum requirements described in subsection 16.18.090 of this chapter. The director shall, at the violator's expense, seek expert advice in determining

the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.

- D. Site Investigations. The director is authorized to make site inspections and take such actions as are necessary to enforce this chapter. The director shall present proper credentials and make a reasonable effort to contact any property owner before entering onto private property.
- E. Penalties. Any development or activity carried out contrary to the provisions of this chapter shall constitute a public nuisance and may be enjoined as provided by the statutes of the state of Washington. Enforcement of this chapter and the imposition of penalties for violations of this chapter shall be as provided for in Chapter [1.26](#) BIMC; provided, that in addition to the civil penalties provided for in BIMC [1.26.090](#), an additional penalty shall be imposed on any person, party, firm, corporation, property owner, or other legal entity who fails to complete a required restoration plan, who conducts any disturbance (including cutting or removing trees or vegetation) in violation of this chapter, or who is otherwise in violation of this chapter.

For such violations, the additional penalty shall be in the amount equal to 200 percent of the cost of restoration as approved under a restoration plan pursuant to subsections C and D of this section for a minor violation. For a major violation, the additional penalty shall be in the amount equal to 200 percent of the cost of restoration as approved under a restoration plan pursuant to subsections C and D of this section, or \$2,500, whichever is greater. The director shall determine whether the disturbance is a minor or major violation. Any person, party, firm, corporation, or other legal entity who knowingly and willfully refuses to complete a required restoration pursuant to subsections C and D of this section shall be guilty of a misdemeanor punishable by not more than 30 days in jail and/or not more than a \$1,000 fine.

16.18.130 Definitions.

“Applicant” means a person, corporation, or organization that files an application for a land use or development permit with the city: either the owner of the land in question, or the authorized agent of such a person.

“Aquifer recharge protection area (ARPA)” means a portion of a development site comprised of native or equivalent vegetation in which existing vegetation, topography and supporting soils are free of development, uses or activities detrimental to the aquifer recharge of the total site area.

“Arborist” means an individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for or supervise the management of trees and other woody plants. Must be concurrently an International Society of Arboriculture (ISA) Certified Arborist to perform any role required of a Certified Arborist.

“Arborist, ISA Certified” means an arborist holding a current International Society of Arboriculture (ISA) Certified Arborist credential.

“Arborist, Tree Risk Assessment Qualified (TRAQ)” means an arborist who has successfully completed the International Society of Arboriculture (ISA) TRAQ training course and assessment and holds a valid ISA TRAQ credential.

“Clearing” means the destruction and removal of vegetation by manual, mechanical, or chemical methods.

“Invasive / exotic species” means opportunistic plant species (either native or non-native) that colonize disturbed ecosystems and may come to dominate the plant community in ways that are seen by us as reducing the values provided by the previous plant community.

“Land disturbing activity” means any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to, clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

“Low impact development (LID)” means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

“Low impact development best management practices (LID BMPs)” means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to: bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, improvements to soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use.

“Significant tree” means a: (1) a live evergreen tree 10 inches in diameter or greater, measured four and one-half feet above existing grade; or (2) a live deciduous tree 12 inches in diameter or greater, measured 4.5 feet above existing grade; or (3) in the Mixed Use Town Center and High School Road zoning districts, any live tree eight inches in diameter or greater, measured 4.5 feet above existing grade; or (4) any live trees located within a required critical area or critical area buffer as defined in Chapter 16.20 BIMC.

“Vegetation” means plant matter, including trees, shrubs and ground cover.



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

TO: Doug Schulze, City Manager; Morgan Smith, Deputy City Manager

FROM: Ellen Schroer, Finance Director; Ron Logghe, Sr. Financial Analyst

DATE: September 20, 2018

RE: Financial impact of proposed changes to BIMC 16.18

Staff has reviewed the proposal to provide information about staff time and effort required to implement the proposed changes. Key points to the review include:

- With the existing clearing permit, which will be retitled to Tree/Vegetation Management Permit, staff rarely makes site visits when reviewing the permit. Staff estimates under current code that permit review averages 3 hours.
- In recent years, the number of clearing permits reviewed has been roughly 100. We estimate that about 60% of the number of clearing permits currently reviewed have critical areas or shoreline regulations that are part of the review.
 - Assuming 100 permits, this equates to 300 hours of estimated current staff work.
- One of the changes of the new ordinance is that tree/vegetation maintenance work in critical areas/buffers will be reviewed through a "minor critical area permit" instead of through a clearing permit. For the time being, shoreline-related permits will still be reviewed through a clearing permit. So that divides the 100 permits/year into two buckets: about 50-60 permits, or 50 – 60%, in the "minor critical area permit" bucket and the balance remaining in the clearing permit bucket.
- Christy estimates that on average a "minor critical area permit" will take about 4.5 hours of total staff time (including a site visit). Because these permits may involve geotechnical reports, the development engineer may be part of the review process, adding to average time.
 - Assuming 60 "minor critical area permits", this equates to 270 hours of additional staff work.
- The proposed changes will increase the complexity of the review of this type of permit, including a potential result that staff will make site visits for all permits.
 - The estimated average review time for clearing permits will remain 3 hours. Part of the reason why the average review time remains the same is that a class of more difficult permits has been moved to be reviewed through a "minor critical area permit" instead (see above).
 - A site visit will now be required.

- The proposed changes will likely increase the number of clearing permits due to adding tree retention requirements in the R-2.9, R-3.5 & R-4.3 zones, lowering thresholds for the number of permissible removals of trees in residential zones overall, and potential landmark tree-type regulations. Staff estimates that the number of clearing permits could double to around 80-100 permits per year (note: this does not include the number of "minor critical area permits").
 - Assuming 80 permits, this equates to 240 hours of additional staff work.

Using these estimates, the changes will create approximately 250 hours of new staff work, as well as some additional cost for vehicle usage. Using 1,600 as the number of direct project hours available from a full-time employee in a year, this is 22% of an FTE, or \$30,000, using a Senior Planner as a benchmark.

Without new staffing, other work will be delayed or cancelled, or the work will be performed on an overtime basis, increasing the cost or potential time out of the office significantly.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:55 PM) Ordinance No. 2018-32, Amending the Procedure for Review of Applications for Removal of Landmark Trees - Executive,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Hold public hearing.

SUMMARY:

An ordinance of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending Chapter 16.32 of the Bainbridge Island Municipal Code related to the preservation, protection, and retention of Landmark Trees located on Bainbridge Island; stating the effect on vested rights; authorizing interpretative authority; providing for severability; and leaving the effective date and duration of the interim official control unchanged.

FISCAL IMPACT:

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

BACKGROUND: On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control took effect immediately and remains in effect until December 26, 2018, unless terminated earlier by the City Council. Proposed Ordinance No. 2018-32 would not change the duration or effective date of the interim official control first established by Ordinance No. 2018-25.

Under Ordinance No. 2018-25, no Landmark Tree can be removed unless the removal is approved by the City Council.

On August 14, 2018, the City Council, by motion, directed staff to prepare an ordinance to amend Ordinance No. 2018-25 to provide that the Planning Director, and not the City Council, will make the decision to approve or deny an Application for Removal of a Landmark Tree.

On August 21, 2018, City Council adopted Ordinance No. 2018-32, giving decision-making authority on Applications for Landmark Tree Removal to the Planning Director. In order to satisfy state law requirements for an open record hearing, the ordinance also allows for the applicant to appeal the decision of the Planning Director to the City's Hearing Examiner, who would then hold an open record appeals hearing.

In light of the ongoing nature of the emergency recognized by the City Council in adopting Ordinance No. 2018-25, Ordinance No. 2018-32 took effect immediately in order to provide a clear procedure to individuals seeking to remove a Landmark Tree. A public hearing on Ordinance No. 2018-32 needs to be held within 60 days.

ATTACHMENTS:

[Ordinance No. 2018-32, Modifying Chapter 16.32 Relating to Landmark Trees \(as adopted on August 21, 2018\)](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-32

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending Chapter 16.32 of the Bainbridge Island Municipal Code related to the preservation, protection, and retention of Landmark Trees located on Bainbridge Island; stating the effect on vested rights; recognizing that a public hearing will be held within 60 days; authorizing interpretative authority; providing for severability; and leaving the effective date and duration of the interim official control unchanged.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim official controls related to land uses; and

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, the City Council has significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City’s Comprehensive Plan, is discussing how to best accommodate growth and development in both general and specific ways, and finds that unless the City acts immediately to preserve the status quo, there are likely to be adverse impacts on the City and its citizens; and

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge 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 City has received numerous public comments expressing concern regarding the loss of Landmark Trees on Bainbridge Island; and

WHEREAS, the Planning Commission, Design Review Board, and the Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island; and

WHEREAS, the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

WHEREAS, based on these and related concerns, the City Council requires additional time to review the regulations and policies at issue to ensure that the vision and goals of the City’s Comprehensive Plan are being met to the Council’s satisfaction; and

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

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control to promote the public good and was necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, in adopting Ordinance No. 2018-25, the City Council found that a public emergency exists requiring that the City's interim official control come into effect immediately upon adoption; and

WHEREAS, on August 14, 2018, the City Council held a public hearing on Ordinance No. 2018-25; and

WHEREAS, the City Council now desires to change the procedure through which an Application for Removal of a Landmark Tree is reviewed; and

WHEREAS, since the adoption of Ordinance No. 2018-25, the Planning and Community Development Department has received several Applications for Removal of a Landmark Tree; and

WHEREAS, the interim official control promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which the interim official control was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency nor the effective date of the interim official control, which is June 26, 2018.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the interim official control, as established by Ordinance No. 2018-25. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below.

Section 2. Interim Official Control Amended. Section 16.32.030 of the Bainbridge Island Municipal Code is amended to read as follows:

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 City Council.

- 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 to the Department of Planning and Community Development Director.
- 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. prepare a written recommendation on the removal for the City Council.
- ~~D. Within sixty (60) days following the receipt by the Planning Director of an Application for Removal of a Landmark Tree, the City Council will hold a public hearing on the proposed removal.~~
- ~~D. E. Following the public hearing and receipt of the~~ The Planning Director's recommendation, the City Council shall approve the removal, deny the removal, or request additional information. The Planning Director City Council shall only approve the removal of a Landmark Tree 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 maintain utilities, access, or 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, dead, or otherwise determined to be a hazardous tree as determined by a qualified professional pursuant to BIMC 18.15.010.C.1.c.
- ~~E. F. If the Planning Director City Council 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 fifty percent (50%) 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 (~~EF~~)(1) of this section.

F. ~~G.~~ In lieu of planting the Replacement Trees prescribed in subsection (~~EF~~) 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 (~~EF~~) of this section.

Section 3. Interim Official Control Amended. Section 16.32.040 of the Bainbridge Island Municipal Code is amended to read as follows:

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 ~~City Council~~; 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 fourteen (14) days after the emergency situation is stabilized; and
 2. The person, corporation, or other legal entity that removed the Landmark Tree provides, within fourteen (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 ~~City Council~~ 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 ~~City Council~~ will be in violation of this chapter.

Section 4. Interim Official Control Amended. Section 16.32.050 of the Bainbridge Island Municipal Code is amended to read as follows:

16.32.050 Appeals.

- A. The Planning Director's City Council'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.P.1 ~~the Kitsap County Superior Court in accordance with Chapter 36.70C RCW.~~
- B. All appeals must be filed within fourteen ~~twenty-one (1421)~~ days following the issuance of the Planning Director's City Council's decision on the application.

Section 5. Interim Official Control Amended. Section 16.32.060 of the Bainbridge Island Municipal Code is amended to read as follows:

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 BIMC 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 City Council. 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.

Section 6. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact.

Section 7. Effect on Vested Rights. The amendments to the interim official control imposed under this ordinance shall apply prospectively only. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete permit application before the effective date of this ordinance.

Section 8. 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 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. Declaration of Emergency; Effective Date; Duration. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "Whereas" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This interim official control shall take effect immediately and shall remain effective for the six (6) month period as established by Ordinance No. 2018-25, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED BY THE CITY COUNCIL this 21st day of August, 2018.

APPROVED BY THE MAYOR this 21st day of August, 2018.



Kol Medina, Mayor

ATTEST/AUTHENTICATE:


Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	August 17, 2018
PASSED BY THE CITY COUNCIL:	August 21, 2018
PUBLISHED:	August 24, 2018
EFFECTIVE DATE:	August 21, 2018
ORDINANCE NUMBER:	2018-32



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:15 PM) Ordinance No. 2018-41, Relating to the Extension of Moratorium for Certain Developments - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to approve Ordinance No. 2018-41.

SUMMARY:

As discussed at the City Council's September 4, 2018, meeting, the moratorium on the acceptance of certain development applications (with exceptions) is set to expire on October 9, 2018. The decision for the Council at this time is whether to extend the moratorium, and, if so, for what period of time, and to determine to which development applications the moratorium applies.

In addition to extending the moratorium for 180 days, the proposed ordinance narrows the moratorium by excluding from the moratorium two-lot short subdivisions in which there is an existing single-family residence.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-41

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2018-23, leaving the effective date of the moratorium unchanged; and extending the moratorium until April 8, 2019.

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

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

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

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

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

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

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

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

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

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

WHEREAS, regulations for critical areas within the City's shoreline jurisdiction are in the process of being updated through an amendment of the City's shoreline master program consistent with the Shoreline Management Act and, at this time, that amendment process is not expected to be complete before October 9, 2018, which is the date that the moratorium is currently set to expire; and

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

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

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

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

WHEREAS, on May 7 and 21, June 4 and 19, July 16, August 6 and 20, and on September 4, 2018, the City's Design Review Board discussed alternatives for revisions to the City's subdivision standards, dimensional standards, and land use review procedures; and

WHEREAS, during May through September, 2018, the City's Planning Commission discussed alternatives for revisions to the City's subdivision standards, dimensional standards, and land use review procedures; and

WHEREAS, the City’s Planning Commission has completed its review of land use review procedures and forwarded the recommendations on these issues to the City Council, but has not completed its review of revisions to the City’s subdivision standards, dimensional standards; and

WHEREAS, City staff, working with the Design Review Board, has contracted professional services to update the City’s Design Guidelines (BIMC 18.18.030), which is work that is not expected to be completed until the end of 2018, and

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

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

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

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

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

WHEREAS, on April 10, May 22, June 5, June 19, July 17, August 21 and September 4, 2018 the City Council was provided moratorium work program status report updates; and

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

WHEREAS, although the City has been working to address the land use issues identified in the development moratorium, as described above, the work is ongoing and not completed; and

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

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

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

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

Section 2. Moratorium Amended. Section 3 of Ordinance No. 2018-05, as amended by Ordinance Nos. 2018-09 and 2018-14, is hereby amended as follows related to the activities to which the moratorium applies:

- A. All applications for new short subdivisions (BIMC 2.16.070), except two-lot short subdivisions in which there is an existing single-family residence, new preliminary long subdivisions (BIMC 2.16.125), and new large lot subdivisions (BIMC 2.16.080).
- B. Structures, buildings, and land use permits and approvals in the R-1, R-2, and R-0.4 zones within the City's shoreline jurisdiction areas (see Chapter 16.12 BIMC):
 - (i) That will result in less than 65% of the subject property being retained as native vegetation; or
 - (ii) That will result in reducing the native vegetation on the subject property by any amount if that property had native vegetation existing on less than 65% of the property as of the effective date of the moratorium.
 - (iii) Provided, that this Section B does not apply to complete land use applications (see BIMC Table 2.16.010-1) that were submitted prior to the effective date of the moratorium, and to the resultant site work and associated approvals related to such complete land use applications.
- C. Major Site Plan and Design Review and Major Conditional Use Permit proposals that are not otherwise subject to this moratorium and that did not, before the effective date of the moratorium, have a pre-application conference on the Planning Department's calendar. Provided, that the moratorium does not apply to Major Site Plan and Design Review and Major Conditional Use Permit proposals for properties located in the Mixed Use Town Center/Central Core Overlay District.

Section 3. Moratorium Amended. The moratorium is hereby amended, as also stated in Section 6 below, to extend the moratorium until April 8, 2018, one hundred and eighty (180) days beyond beyond the current nine-month duration of the moratorium, which, without this amendment, would expire on October 9, 2018.

Section 4. Moratorium Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made, and the City is hereby extending the moratorium as described herein based on the work plan that has been developed and the findings of fact that have been made in this ordinance and the previous ordinances related to this moratorium.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. No Change to Basis for Declaration of Emergency and Effective Date; Extension to Duration. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declarations stated in the six moratorium ordinances which preceded this ordinance, Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14 and 2018-23, except as described in the “Whereas” clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the “Whereas” clauses of Ordinance No. 2018-02 and Ordinance No. 2018-03, and were restated and supplemented in Ordinance No. 2018-05, Ordinance No. 2018-09, and Ordinance Nos. 2018-14 and 2018-23, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact. This ordinance amending the moratorium shall extend the current nine month moratorium until April 8, 2019 for an additional one hundred and eighty (180) days, which moratorium has an effective date of January 9, 2018, unless terminated earlier by the City Council. The Council may, at its sole discretion, renew the moratorium for one or more six (6) month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this ____ day of September, 2018.

APPROVED by the Mayor this ____ day of September, 2018.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK	September 21, 2018
PASSED BY THE CITY COUNCIL	_____, 2018
PUBLISHED:	_____, 2018
EFFECTIVE DATE:	_____, 2018
ORDINANCE NO:	2018-41



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:35 PM) Set Public Hearing on Ordinance No. 2018-42, Amending Chapter 16.32 BIMC to Include Additional Criteria and Considerations Related to Landmark Trees - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to set a public hearing on Ordinance No. 2018-42 as part of the agenda for the October 9, 2018 City Council Business Meeting.

SUMMARY:

On September 4, 2018, the City Council discussed further revisions to Chapter 16.32 BIMC, proposing to add the Pacific Yew to the list of applicable Landmark Trees and to add another criteria for the review process for Landmark Tree removal. Proposed Ordinance No. 2018-42 integrates those changes to Chapter 16.32 BIMC.

FISCAL IMPACT:

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

BACKGROUND: On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code, Chapter 16.32 BIMC - Protection of Landmark Trees. The interim official control took effect immediately and remains in effect until December 26, 2018, unless terminated earlier by the City Council.

On August 21, 2018, the City Council approved Ordinance No. 2018-32, another interim official control, to revise the review procedures for removal of Landmark Trees. On September 25, 2018, the City Council is scheduled to hold a public hearing on Ordinance No. 2018-32, as required under state law.

On September 4, 2018, the City Council discussed further revisions to Chapter 16.32 BIMC, proposing to add the Pacific Yew to the list of applicable Landmark Trees and to add additional criteria that the Planning Director will consider when deciding on whether to grant an application for removal of a Landmark Tree. Attached is proposed Ordinance No. 2018-42, which, if adopted, would integrate those changes into Chapter 16.32 BIMC. As currently drafted, a public hearing is required before the City Council could adopt proposed Ordinance No. 2018-42.

ATTACHMENTS:

[Ordinance No. 2018-42 - Amending Chapter 16.32 BIMC to Include Additional Landmark Tree Criteria](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-42

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending Chapter 16.32 of the Bainbridge Island Municipal Code related to the preservation, protection, and retention of Landmark Trees located on Bainbridge Island; stating the effect on vested rights; authorizing interpretative authority; providing for severability; and leaving the effective date and duration of the interim official control unchanged.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim official controls related to land uses; and

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, the City Council has significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City’s Comprehensive Plan, is discussing how to best accommodate growth and development in both general and specific ways, and finds that unless the City acts immediately to preserve the status quo, there are likely to be adverse impacts on the City and its citizens; and

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge 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 City has received numerous public comments expressing concern regarding the loss of Landmark Trees on Bainbridge Island; and

WHEREAS, the Planning Commission, Design Review Board, and the Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island; and

WHEREAS, the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

WHEREAS, based on these and related concerns, the City Council requires additional time to review the regulations and policies at issue to ensure that the vision and goals of the City’s Comprehensive Plan are being met to the Council’s satisfaction; and

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

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control to promote the public good and was necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, in adopting Ordinance No. 2018-25, the City Council found that a public emergency exists requiring that the City’s interim official control come into effect immediately upon adoption; and

WHEREAS, on August 14, 2018, the City Council held a public hearing on Ordinance No. 2018-25; and

WHEREAS, the City Council approved Ordinance No. 2018-32 on August 21, 2018, to change the procedure through which an Application for Removal of a Landmark Tree is reviewed; and

WHEREAS, in adopting Ordinance No. 2018-32, the City Council found that a public emergency exists requiring that the City’s amendment to the interim official control come into effect immediately upon adoption; and

WHEREAS, the City Council held a public hearing on Ordinance No. 2018-32 on September 25, 2018; and

WHEREAS, on September 4, 2018, the City Council discussed the Landmark Tree regulations and tree regulations more broadly and requested some amendments to Chapter 16.32 BIMC, *Protection of Landmark Trees*; and

WHEREAS, the interim official control promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which the interim official control was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency nor the effective date of the interim official control, which is June 26, 2018.

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

Section 1. Interim Official Control Amended. Chapter 16.32 of the Bainbridge Island Municipal Code is amended to read as follows:

Chapter 16.32 Protection of Landmark Trees

16.32.010 Definitions

- A. “City Attorney” means the city attorney of the City of Bainbridge Island, or their designee.

- B. “Diameter Breast Height” means the diameter of a tree measured at 4.5 feet above the ground on the uphill side of the tree.
- C. “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. “Planning Director” means the director of the Planning and Community Development Department of the City of Bainbridge Island, or their designee.
- E. “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. “Size” means the Diameter Breast Height of a tree.

16.32.020 Landmark Tree Criteria.

Landmark Trees are trees that meet the following criteria for their species:

Species	Size (Greater than or equal to)
Birch (<i>Betula papyrifera</i>)	30”
Beech (<i>Fagus grandifolia</i>)	36”
Catalpa (<i>Catalpa speciosa</i>)	36”
American Elm (<i>Ulmus americana</i>)	30”
Douglas Fir (<i>Pseudotsuga menzesii</i>)	40”
Grand Fir (<i>Abies grandis</i>)	40”
Horsechestnut (<i>Aesculus hippocastanum</i>)	40”
Western Hemlock (<i>Tsuga heterophylla</i>)	30”
Black locust (<i>Robinia pseudoacacia</i>)	30”
Lombardy poplar (<i>Populus nigra</i>)	38”
Pacific Madrone (<i>Arbutus menzesii</i>)	24”
Bigleaf Maple (<i>Acer macrophyllum</i>)	36”
Silver maple (<i>Acer saccharinum</i>)	36”
Monkey Puzzle tree (<i>Araucaria araucana</i>)	36”

Monterey pine (<i>Pinus radiata</i>)	30"
Oregon White Oak (<i>Quercus garryana</i>)	30"
Pacific Yew (<i>Taxus brevifolia</i>)	20"
Pin Oak (<i>Quercus palustris</i>)	30"
Red Oak (<i>Quercus rubra</i>)	38"
Ponderosa pine (<i>Pinus ponderosa</i>)	30"
Western White pine (<i>Pinus monticola</i>)	30"
Sitka Spruce (<i>Picea sitchensis</i>)	36"
Sycamore (<i>Platanus occidentalis</i>)	36"
English walnut (<i>Juglans regia</i>)	30"
Western Red Cedar (<i>Thuja plicata</i>)	30"
Coast Redwood (<i>Sequoia sempervirens</i>)	30"
Japanese Laceleaf Maple	12"

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 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.
- 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 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 maintain utilities, access, or 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, dead, or otherwise determined to be a hazardous tree as determined by a qualified professional pursuant to BIMC 18.15.010.C.1.c.

In making the decision about whether or not to approve the removal of a Landmark Tree, 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 fifty percent (50%) 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 fourteen (14) days after the emergency situation is stabilized; and
 - 2. The person, corporation, or other legal entity that removed the Landmark Tree provides, within fourteen (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.P.1.
- B. All appeals must be filed within fourteen (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 BIMC 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.

Section 2. Effect on Vested Rights. The amendments to the interim official control imposed under this ordinance shall apply prospectively only. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete permit application before the effective date of this ordinance.

Section 3. 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 4. 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 5. No Change to Basis for Declaration of Emergency; Effective Date; Duration. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in Ordinance No. 2018-25, which preceded this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration were included in the "Whereas" clauses in Ordinance No. 2018-25 and were restated in this ordinance, and those "Whereas" clauses are adopted as findings of fact. This ordinance amending the interim official control shall remain effective for the six (6) month period as established for the interim official control, which interim official control has an effective date of June 26, 2018, unless terminated earlier by the City Council. The Council may, at its sole discretion, renew the interim official control for one or more six month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED BY THE CITY COUNCIL this ___ day of ____, 2018.

APPROVED BY THE MAYOR this ___ day of ____, 2018.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

/s/ _____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	September 21, 2018
PASSED BY THE CITY COUNCIL:	, 2018
PUBLISHED:	, 2018
EFFECTIVE DATE:	, 2018
ORDINANCE NUMBER:	2018-42



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:40 PM) Manitou Park Boulevard Shoreline Stabilization Project Professional Services Agreement - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to approve the Professional Services Agreement with Coastal Geologic Services Inc. in the amount of \$56,838.00 for the Manitou Park Boulevard Shoreline Stabilization Project.

SUMMARY:

City Council to consider approving the contract award to Coastal Geologic Services Inc. for the Manitou Park Boulevard Stabilization Project.

FISCAL IMPACT:

Amount:	\$56,838.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Manitou Park Boulevard Shoreline Stabilization Project is an urgent need to restore and stabilize approximately sixty-feet of marine shoreline and modify stormwater runoff patterns to avoid future shoreline erosion.

The shoreline along Manitou Park Boulevard, at the intersection with Rolling Bay Walk, is currently being compromised by erosion. Public Works is responding to address repairs, as access to Rolling Bay Walk could be jeopardized if repairs are not completed in a timely manner. The next step is to procure consulting services for analysis, design, and permitting.

The City solicited statements of qualifications from the Municipal Research & Services Center (MRSC) Consultant Roster, and Coastal Geologic Services Inc. was selected as the most qualified consultant to design the project. For more details, see the attached Professional Services Agreement (PSA) and associated Attachment A to the PSA, which contains the proposed scope of work.

ATTACHMENTS:

[PSA with Coastal Geologic Services, Inc., for the Manitou Park Blvd Shoreline Stabilization Project](#)

[Attachment A to PSA with Coastal Geologic Services, Inc.](#)

FISCAL DETAILS: 2018 Roads Program

Fund Name(s): Streets Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the City needs professional services in connection with the Manitou Park Boulevard Shoreline Stabilization Project; 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 December 31, 2019, 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)

- Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of fifty-six thousand eight hundred and thirty-eight dollars (\$56,838);
- 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. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

10. INSURANCE

The Consultant shall maintain insurance as follows:

- Commercial General Liability as described in **Attachment B**.
- Professional Liability as described in **Attachment B**.
- Automobile Liability as described in **Attachment B**.
- Workers' Compensation as described in **Attachment B**.
- None.

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: Coastal Geologic Services, Inc.
 1711 Ellis St, #103
 Bellingham, WA 98225
 Attention: Jim Johannessen

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.

COASTAL GEOLOGIC SERVICES, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Douglas Schulze, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

ATTACHMENT A
SCOPE OF SERVICES

Included as a physically separate, but legally incorporated, six-page pdf document, which was presented to, and approved as part of this Agreement by, the City Council on September 25, 2018.

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

**Scope of Work and Fee Proposal
Manitou Park Shoreline Stabilization Design Services**

Prepared for: City of Bainbridge Island, Mark Epstein

Prepared by: Coastal Geologic Services, Inc.

September 7, 2018

Introduction and Purpose

Coastal Geologic Services Inc. (CGS) was requested by the City of Bainbridge Island (COBI) to submit this scope and budget for a shoreline stabilization project involving coastal engineering, surface stormwater management, and beach restoration (to the degree possible) at Manitou Park, on east Bainbridge Island, WA. The site is located at the northeast end of Manitou Park Blvd. NE, and consists of an approximately 60 FT reach of eroding shore along Skiff Point, fronting Puget Sound.

CGS has completed a large number of similar analyses, management plans and designs throughout the Puget Sound region. At CGS, we focus exclusively on Puget Sound regional coastal systems, and have extensive coastal design and management experience in all Puget Sound counties.

CGS developed this scope of work and fee proposal that includes topographic mapping, design, and permitting of the project. Optional tasks include construction management services. CGS has one sub-contractor, Marine Surveys and Assessments (MSA), who is very experienced in working in the City of Bainbridge Island, to provide additional biological analyses and reporting.

Details of the proposed work tasks and budget breakdown are provided. See the Cost Proposal below for cost information.

Work Tasks

Task 1. Site Visit, Topographic Mapping and Developing Sheet Layouts

The focus of this task is to have CGS staff complete a site visit (to be arranged to include COBI Engineering staff) and collect data to develop a detailed topographic base map of the site. New topographic maps of the project area will be generated using ground points collected with a high accuracy RTK GPS, post-processed from the reference tidal station and Continuously Operating Network Station (CORS) station in Seattle. This will produce an elevation model (as a TIN; a topographic surface in CAD) with accurate, current topography. The topographic data will be used in the CGS CAD system to develop existing conditions sheet layouts.

Task 1 Deliverables

- PDF format topographic maps of existing conditions from field mapping (derived from AutoCAD work)

Task 1 Assumptions

- Site visit time can be coordinated with the COBI staff to allow for combined site visit and mapping.
- COBI staff will provide digital files of: existing utilities, stormwater pipes, recent aerial photos, and related information to CGS
- Property boundary and corner survey is not included in this task; however *approximate* property lines will be included in later products, along with any found apparent property line or corner monuments

Task 2. Design

This task includes coastal processes, coastal engineering, and related analysis as needed to allow CGS to develop a design approach, design sheets that can be printed for permit applications, import and export materials quantities, and a brief memo that describes the project, cost estimate, and brief specifications unique to this project. The design is assumed to include the following elements:

- Minor upper beach and bank regrading
- Gravel beach nourishment
- Potentially anchored large wood, backshore vegetation, and/or hard armor elements
- Tying into adjacent rock revetment evaluation (south property)
- Stormwater runoff modifications

Details for addressing both ends of the project, including the adjacent rock revetment, will be included. This task includes up to 2 online video meeting between the CGS design team and COBI Engineering staff, and necessary email and telephone communication.

Conceptual (sometimes called schematic or 20%), 60% (bid ready), and Final design sheets will be developed at 22"x34" size on CGS title block that allow half scale printing to 11"x17". All JARPA required information will be included on design sheets for permitting. The half scale 11"x17" sheets will be formatted to allow for printing at 8.5"x11" size for use by agencies that may require 8.5"x11". A separate 8.5"x11" sheet set will not be developed.

There will be three design phases:

- Conceptual design for review by the client, and likely to be used at pre-application meeting with City of Bainbridge Island (COBI)
- 60% design package for review by the client, and permit applications
- Final design to be used for bidding and construction

Task 2 Deliverables

- 2 online video meetings between the CGS design team and COBI Engineering staff, other communication
- 60% Conceptual design including: representative existing and proposed conditions in plan view and cross sections, general project description and materials descriptions, in PDF format
- 60% design package including: design sheet set (PDF); including cover sheet, existing and proposed conditions in plan view and cross sections, grading plan (and details), a

design/geotechnical memo detailing project justification, project description, materials descriptions, quantities, and cost estimate. Draft package will be for permit applications.

- The Final bid ready design package will be developed for bidding and construction and will include updated versions of all 60% design products (stamped by Professional Engineer W. Chen) in PDF format
- Technical Specifications (MS Word files) in WSDOT compatible format

Task 2 Assumptions

- Technical specifications will be brief special provisions unique to this project in WSDOT compatible format. A complete specification package will not be developed. Construction contract language will not be developed.
- A separate 8.5" x 11" sheet set will not be developed

Task 3. Project Permitting

This task will include consultation with property owner (COBI)), and permitting with COBI Planning and Community Development, and the Washington Dept. of Fish and Wildlife (WDFW). This will include some amount of research into property characteristics using state and other databases, in order to complete permit applications. Permit coordinator A. Tullis will conduct one trip to the site and/or COBI for an agency/pre-application meeting. Also included will be a limited amount of communication and follow-up through the permit review process. Federal permitting is not included in this task.

Task 3 Deliverables

Permit applications are anticipated to include:

City of Bainbridge Island

Shoreline Permit or Exemption Application (anticipated to require site specific analysis report (By MSA) & may require a Habitat Assessment (HA; by MSA)

State Environmental Policy Act (SEPA) Checklist

Land Disturbance Permit

Washington State:

Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA), using Joint Aquatic Resource Permit Application (JARPA)

Washington Department of Ecology Water Quality Certification

Agency consultation using available budget hours

Permit tracking using available budget hours

Task 3 Assumptions

- The City will pay the direct permit application fees.
- The City and state agencies may require additional biological, archeological (cultural resources) study(s) be completed; these are not included in this scope of work. CGS could

arrange for this work to be completed by others if needed for minor additional CGS labor. Fees for this work and for other consultants, if needed, would be paid through a contract amendment. CGS has numerous local consultants to utilize if additional permits or reports are required.

Task 4. Construction Planning and Oversight

This task includes CGS assisting with construction planning and construction oversight in support of COBI staff. This could include discussions concerning review of submittals and assistance with selection of materials and contractors for proper execution of the design, as well as review and response to Request for Information (RFIs) from bidding contractors.

Work under this task includes construction oversight and field supervision during key stages of construction, supporting COBI staff. Work under this task would be limited to available hours.

Task 4 Deliverables

- Response within 48 hours of receipt confirmation of RFI.
- On-site construction oversight using available hours, in support of COBI staff

Task 4 Assumptions

- Minimum of 2 weeks' notice for CGS representation onsite during implementation.
- This optional task does not include full construction contract management, but it includes requested assistance within budget. For planning purposes, the budget assumes the hours in the budget below for CGS representation, including travel time (which is often shared with another project) for oversight during construction.

Task 5. OPTIONAL – Project Permitting Federal

This task includes CGS assisting with federal (US Army Corps of Engineers; USACE) permitting, if this permitting is needed. Work on the intertidal beach normally requires federal permitting through the USACE. Work under this task includes initial planning and communication, preparing materials for permit applications, agency consultation, and permit progress tracking.

Permit applications are anticipated to include:

USACE permit

Biological Evaluation (BE)

Task 5 Assumptions

- The federal agencies may require additional biological, habitat, archeological (cultural resources) study(s) to be completed; these are not included in this scope of work. CGS could arrange for this work to be completed by others if needed for minor additional CGS labor. Fees for this work and for other consultants, if needed, would be paid through a contract amendment. CGS has numerous local consultants to utilize if additional permits or reports are required.

- Note the BE budget listed is based on the assumption that a Habitat Assessment (HA) was already completed in Task 3. If the HA was not completed in Task 3, some of the funding allocated for that HA will be needed here for the BE.

General Assumptions

- The optional Task 4 and Task 5 can be selected by the City for inclusion in a contract, or not included.
- This scope of work does not include any reporting that is not explicitly stated.
- This scope does not include archeological or any biological reporting or investigation not stated.
- Septic tank and septic drainfield relocation design is not included.

Cost Proposal on Next Page

Cost Proposal

Manitou Park Shoreline Stabilization 2018, City of Bainbridge Island — Cost Proposal										
	Hours and Expenses									
	Hours Prin Geol JJ	Hours PE WC	Hours CAD AT	Hours AsGeol RC	Hours GIS AL	Hours GIS LO	Sub1 MSA	Sub Markup	Direct Expen.	Task Total Cost
Hourly rates, including overhead	\$166	\$164	\$95	\$77	\$65	\$65		10%		
T1 — Site Visit, Mapping and Sheets										\$9,441
1.1 Project planning, Management	3	6		3				\$ -		\$1,713
1.2 Site Visit and Field mapping	10	10	11					\$ -	\$350	\$4,695
1.3 Existing conditions, RTK Data, CAD work	1	1	7		2	3		\$ -		\$1,320
1.4 Coastal Data Compilation	4	6			1			\$ -		\$1,713
T2 — Design										\$17,740
2.1 Analysis	6	10	3	1				\$ -		\$2,998
2.2 Conceptual design	3	8	11		1			\$ -		\$2,920
2.3 60% design	6	16	21		2			\$ -	\$140	\$5,885
2.4 Final design	5	7	9		2			\$ -		\$2,963
2.5 Project description, materials, specs memo	6	7	6		3	1		\$ -		\$2,974
T3 — Project Permitting Local & State										\$13,534
3.1 Initial planning and communication	1	2	6					\$ -		\$1,064
3.2 Site Specific analysis			3				\$ 2,700	\$ 270		\$3,255
3.3 Habitat Assess (HA; if required)	1		2				\$ 3,150	\$ 315		\$3,821
3.4 Permit applications	2	2	12		1			\$ -		\$1,865
3.5 Agency consultation	2	2	13					\$ -		\$1,895
3.6 Permit tracking	1	2	12					\$ -		\$1,634
T4 — Construction Oversight										\$8,427
4.1 Planning and logistics	3	4	2					\$ -		\$1,344
4.2 RFIS, Bid process	4	7	3					\$ -		\$2,097
4.3 Oversight	9	18	2					\$ -	\$350	\$4,986
T5 — OPTIONAL: Project Permitting Federal										\$7,696
5.1 Initial planning and communication	2		2					\$ -		\$522
5.2 Biological Evaluation (BE; assumes HA completed in T 3)	1		3				\$ 2,000	\$ 200		\$2,651
5.3 Permit applications	1	2	5					\$ -		\$969
5.4 Agency consultation	3	3	4				\$ 500	\$ 50		\$1,920
5.5 Permit tracking	1	2	12					\$ -		\$1,634
TOTALS With All Tasks	75	115	149	4	12	4	\$8,350	\$835	\$840	\$56,838
Staff totals	\$12,450	\$18,860	\$14,155	\$308	\$780	\$260				



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Resolution No. 2018-29, Clarifying Public Involvement in Use of Funds Raised by City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy - Executive,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve Resolution No. 2018-29.

SUMMARY:

A resolution of the City Council of Bainbridge Island, Washington, providing further explanation of how the public will be involved in making decisions on the use of funds raised by City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy.

FISCAL IMPACT:

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

BACKGROUND: At the September 11, 2018 City Council meeting, the City Council directed staff to bring back a motion or resolution specifying the membership of the committee that will make recommendations to the City Council on the use of funds raised by City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy. The Council also requested that the motion or resolution provide more specificity as to the process through which the public will be involved in making decisions on the use of the funds from the ballot measure. Attached is proposed Resolution No. 2018-29, which, if adopted, would provide the clarification requested by the City Council.

ATTACHMENTS:

[Resolution No. 2018-29 - SAFE Mobility Project Selection Committee](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2018-29

A RESOLUTION of the City Council of Bainbridge Island, Washington, providing further explanation of how the public will be involved in making decisions on the use of funds raised by City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy.

WHEREAS, on July 10, 2018, the City Council adopted Ordinance No. 2018-22, which directs the placement of City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy, on the November 6, 2018 ballot that, if passed by the voters of the City of Bainbridge Island, will raise \$15 million over seven (7) years to pay for the construction of non-motorized transportation infrastructure and/or certain safety and mobility improvements on Bainbridge Island; and

WHEREAS, on July 24, 2018, the City Council adopted Resolution No. 2018-21 to provide greater certainty and specificity regarding how the funds raised by the ballot proposition will be used and how the public will be involved in making decisions on the use of the funds from the ballot measure; and

WHEREAS, Resolution No. 2018-21 describes a “SAFE Mobility Project Selection Committee” without specifying its membership; and

WHEREAS, Resolution No. 2018-21 states that the “SAFE Mobility Project Selection Committee” will involve and seek guidance from the general public without specifying a specific process for how the public will be involved in making decisions on the use of the funds from the ballot measure; and

WHEREAS, the City Council now desires to provide additional clarity as to the membership of the “SAFE Mobility Project Selection Committee” and the process through which the public will be involved in making decisions on the use of the funds from the ballot measure.

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

Section 1. Connecting Bainbridge: SAFE Mobility Project Selection Committee. As stated in Resolution No. 2018-21, if Proposition 1 is approved by voters in November 2018, the City will start the process of selecting a group of Bainbridge Island residents to constitute the “SAFE Mobility Project Selection Committee” (the “Committee”). That process will consist of the City Council appointing individuals to the Committee.

Section 2. Composition of the Committee. The Committee shall consist of the following members:

- 3 City Council Representatives;
- 2 Bainbridge Island School District Representatives;
- 2 Bainbridge Island Metropolitan Park and Recreation District Representatives;
- 2 Multi-modal Transportation Advisory Committee Representatives;
- 5 Community Representatives residing in the North Ward;
- 5 Community Representatives residing in the Central Ward; and
- 5 Community Representatives residing in the South Ward.

Section 3. Role of the Committee. As stated in Resolution No. 2018-21, the role of the Committee will be to engage in a facilitated public process to develop recommendations for non-motorized projects to be funded by levy proceeds. The Committee's recommendations will be forwarded to the City Council for consideration. While it is the intention of the City Council to give serious consideration to the Committee's recommendations, the City Council shall not be obligated to implement all recommendations.

Section 4. Community Meetings. The City Manager is directed to prepare a request for qualifications to solicit interest from consultants to design and facilitate a series of community meetings. A panel of City Council and City management representatives will interview and select the consultant. The purpose of the community meetings will be to provide background information on past work of the City and the Multi-Modal Transportation Advisory Committee, obtain community input, and discussion of priority projects. Following the community meetings, the Committee will meet to identify and prioritize projects to be recommended to the City Council.

PASSED by the City Council this ____ day of _____, 2018.

APPROVED by the Mayor this ____ day of _____, 2018.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: September 21, 2018
PASSED BY THE CITY COUNCIL: September ____, 2018
RESOLUTION NO. 2018-29



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (9:00 PM) Resolution No. 2018-26, Stating the City Council's Position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy - Executive,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to approve Resolution No. 2018-26, stating the City Council's support for City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy.

SUMMARY:

This is an opportunity for the City Council to take a position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy.

FISCAL IMPACT:

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

BACKGROUND: The purpose of this agenda item is to give the City Council the opportunity to take a position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy. More information on Proposition No. 1 is available online here: <https://bainbridgesafemobilitylevy.participate.online/>.

State law generally prohibits the use of public facilities to support or oppose a ballot measure. However, it is permissible for the City Council to, collectively, take a position on a ballot measure if certain conditions are met. Specifically, RCW 42.17A.555 states that no elected or appointed official or employee of a public agency may use or authorize the use of any public facilities to support or oppose a ballot measure, but goes on to list four exceptions. Relevant here is RCW 42.17A.555(1), which authorizes the City Council to use public facilities to express, at an open public meeting, a collective decision to support or oppose a ballot measure if (1) any required notice of the meeting includes the title and number of the ballot proposition; and (2) members of the

legislative body or public are afforded an approximately equal opportunity for the expression of an opposing view.

Notice has been provided in accordance with RCW 42.17A.555(1). When this agenda item is discussed, members of the legislative body or the public must be given an approximately equal opportunity for the expression of an opposing view to the position taken by a majority of the City Council on the ballot measure.

ATTACHMENTS:

[Resolution No. 2018-26, Stating the City Council's Position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge Safe Mobility Levy](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2018-26

A RESOLUTION of the City Council of Bainbridge Island, Washington, supporting the Connecting Bainbridge: SAFE Mobility Levy and urging Bainbridge Island voters to “Approve” City of Bainbridge Island Proposition No. 1 on the November 6, 2018 general election ballot.

WHEREAS, the City of Bainbridge Island’s Transportation Vision 2036 is for Bainbridge Island to have a safe, dependable, properly maintained, and fiscally responsible multimodal transportation system with good facilities for non-motorized users and pedestrians; and

WHEREAS, Goal TR-2 of the City’s Comprehensive Plan is to provide a non-motorized transportation system that is a planned and coordinated network of shoulders, sidewalks, trails, footpaths, bikeways, and multi-purpose trails that connect neighborhoods with parks, schools, the shoreline, the ferry terminal, and commercial areas; and

WHEREAS, Policy TR 2.1 of the City’s Comprehensive Plan includes providing a non-motorized transportation system that: effectively serves the needs of people of all ages and abilities who walk, bike, or ride horses, or use wheel chairs; encourages non-motorized travel; and provides continuous networks of safe, efficient, and attractive shoulders, sidewalks, pathways, and multi-purpose trails throughout the Island that are also connecting to regional systems; and

WHEREAS, the City desires to invest in non-motorized transportation infrastructure, including projects to widen road shoulders, improve sidewalks, and build new trails; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to submit to the voters a levy lid lift proposition under RCW 84.55.050(1) to fund the construction of such projects; and

WHEREAS, on July 10, 2018, the City Council adopted Ordinance No. 2018-22, which directs the placement of City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy, on the November 6, 2018 ballot that, if passed by the voters of the City of Bainbridge Island, will raise \$15 million over seven (7) years to pay for the construction of non-motorized transportation infrastructure and/or certain safety and mobility improvements on Bainbridge Island; and

WHEREAS, on July 24, 2018, the City Council adopted Resolution No. 2018-21 to provide greater certainty and specificity regarding how the funds raised by the ballot proposition will be used and how the public will be involved in making decisions on the use of the funds from the ballot measure; and

WHEREAS, on September 25, 2018, the City Council adopted Resolution No. 2018-29, providing additional clarity as to the membership of the “SAFE Mobility Project Selection Committee” and the process through which the public will be involved in making decisions on the use of the funds from the ballot measure; and

WHEREAS, at the City Council’s September 25, 2018 business meeting, persons in favor of City of Bainbridge Island Proposition No. 1 and those opposed to it were given an equal opportunity to share their views in an open public meeting; and

WHEREAS, notice of the City Council’s September 25, 2018 business meeting was given in accordance with RCW 42.17A.555.

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

Section 1. The City Council supports the passage of City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge: SAFE Mobility Levy, which will provide funding for non-motorized transportation infrastructure projects on Bainbridge Island, including projects to widen road shoulders, improve sidewalks, and build new trails.

Section 2. The City Council’s support for City of Bainbridge Island Proposition No. 1 is contingent on the funding being used, projects being selected, and the public being involved as specified in Resolution No. 2018-21 and Resolution No. 2018-29.

Section 3. The City Council urges Bainbridge Island voters to “Approve” City of Bainbridge Island Proposition No. 1 on the November 6, 2018 general election ballot.

PASSED by the City Council this ____ day of _____, 2018.

APPROVED by the Mayor this ____ day of _____, 2018.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: September 7, 2018
PASSED BY THE CITY COUNCIL: ,2018
RESOLUTION NO. 2018-26



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:20 PM) Contract for City Manager - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve the contract with Morgan Smith for the City Manager position.

SUMMARY:

City Council consideration of the proposed contract with Morgan Smith for the position of City Manager. A draft of the contract is included with this item for Council consideration.

FISCAL IMPACT:

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

BACKGROUND:

At the September 11, 2018, City Council meeting, the Council authorized the Mayor to negotiate a contract with Deputy City Manager Morgan Smith regarding the City Manager position. The authorization came in the context of the departure of the current City Manager, who is becoming City Manager for another city. The Mayor and Deputy Mayor have worked with the City Attorney to negotiate a proposed contract with Morgan Smith regarding the City Manager position. That proposed contract is included with this agenda item for the Council's consideration and possible approval.

ATTACHMENTS:

[M Smith 2018 Employment Agreement - Draft](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY MANAGER EMPLOYMENT AGREEMENT

INTRODUCTION

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

Section 1: Term

This Agreement shall remain in full force and effect from October 8, 2018, until December 31, 2020, unless terminated by Employer or Employee as provided in Sections 9, 10, or 11 of this Agreement.

Section 2: Duties and Authority

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

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

I. Employee cannot be reassigned from the position of City Manager to another position without Employee's express written consent, except as noted in Section 10B.

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

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

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$174,000, payable in installments at the same time that the other management employees of Employer are paid.

B. Employer agrees to increase the base salary paid to Employee to \$184,000 upon this Agreement being in effect for six (6) months, upon a determination by the City Council that the Employee has successfully performed the functions of the City Manager position. The performance evaluation process will, as a general matter, follow the process described in Section 12, as applicable.

C. Beginning on January 1, 2020, this Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation policies to include all salary adjustments on the same basis as applied to the other management employees.

Section 4: Health, Disability, and Life Insurance Benefits

A. Employee shall participate in the City's health benefit (medical, dental, vision, employee assistance) plans in accordance with the terms then applicable to other non-represented employees of the City. Such terms change from time to time, and shall not be more generous than the terms applicable to other non-represented employees. For example, in 2018, the Employer will provide 95% of the medical plan premium for the Employee's coverage, and 85% of the premium for medical coverage for a spouse/domestic partner or other dependents.

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

C. The City shall pay one hundred percent (100%) of the premium for term life insurance in the amount of Three Hundred Thousand Dollars (\$300,000). The Employee shall name the

beneficiary(ies) of said term life insurance.

Section 5: Vacation, Sick, and Management Leave

A. Commencing on the effective date of the term of this Agreement, Employee shall accrue vacation leave at a rate of 13.33 hours per month. Employee is entitled to accrue all unused vacation leave, up to a maximum of 40 days (320 hours). Upon termination of employment for any reason, any accrued but unused vacation hours, up to the limit stated in the previous sentence, shall be paid in a single cash sum.

B. Commencing on the effective date of the term of this Agreement, Employee shall accrue sick leave at a rate of 8.0 hours per month. Employee is entitled to accrue all unused sick leave, up to a maximum accumulation of 130 days (1040 hours). Upon termination of employment for any reason, any accrued unused sick leave shall be forfeited and shall not be paid in cash.

C. On January 1 of each year, Employee shall be credited with six days (48 hours) of management leave, which may not be carried over annually.

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

Section 6: Automobile

Employer will provide Employee with an annual automobile allowance of \$3,000, prorated for 2018, intended to cover costs including insurance, fuel, maintenance, and repairs. The allowance will be paid to Employee in equal installments on a monthly basis and will be paid in lieu of general mileage reimbursement policies.

Section 7: Retirement

A. Commencing on the effective date of the term of this Agreement, Employee is opting to no longer contribute to the Public Employee Retirement System of Washington. Employee is enrolled in an Internal Revenue Code Section 457 plan. Employer agrees to keep in force all necessary agreements for Employee's continued participation in such retirement plan.

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

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues for Employee's participation and membership in the International City Management Association, the Washington City

Management Association, and such other national, regional, state, and local associations, and organizations deemed by the governing body as necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.

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

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

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

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

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

Section 9: Termination

- A. For the purpose of this Agreement, termination "Without Cause" shall occur when:
1. The majority of the governing body votes to terminate Employee at a properly posted and duly authorized public meeting.
 2. If the Bainbridge Island Municipal Code is amended pertaining to the role, powers, duties, authority, or responsibilities of Employee's position, or in a manner that substantially changes the form of government, Employee shall have the right to declare that such an amendment constitutes termination.

3. If Employer reduces the base salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
4. Following a request by a majority of the governing body that she resign in lieu of termination, Employee may declare a termination as of the date of the suggestion.
5. Breach of contract is declared by either party with a 30-day cure period for either Employee or Employer, and such breach is not cured within the 30-day period. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

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

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

Section 10: Severance

Severance shall be paid to Employee when employment is terminated Without Cause, as described in Section 9A, prior to the end of the term of this Agreement.

A. If Employee is terminated before December 31, 2020, the following provisions will apply:

1. Employer shall provide compensation equal to salary for the remaining term of this Agreement, through December 31, 2020, at the then current rate of pay as described in Section 3. This severance shall be paid as a lump sum or in a continuation of salary on the existing biweekly basis, at Employee’s option.
2. Employer shall provide compensation for all accrued but unused vacation leave.
3. For up to six months following termination, as needed, Employer shall pay the cost to

continue medical, dental, and vision insurance for Employee and all dependents as provided in Section 4A, with an option to extend such coverage for a further six (6) months if Employee is not employed. Employer will make the premium payments on behalf of Employee.

4. Employer shall provide additional compensation equal to \$3,000 per month, to be prorated from the date of termination until December 31, 2020, to compensate for the loss of deferred compensation and the loss of other miscellaneous benefits due to the change in Employee's employment status. This additional compensation shall be paid as a lump sum or on a biweekly basis, at Employee's option.

B. As an alternative to severance for termination without cause, if Employer and Employee identify a mutually acceptable role for the Employee other than the position of City Manager, Employee will agree to perform the duties of that alternative role for the remainder of the term of this Agreement, through December 31, 2020, and Employer shall provide compensation and other benefits as described in Section 10A.

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

Section 11: Resignation

In the event that Employee voluntarily resigns her position with Employer, Employee shall provide a minimum of six (6) months' notice, unless Employer and Employee agree otherwise. However, in the event that Employee voluntarily resigns her position with Employer due to a family emergency, Employee shall provide a minimum of sixty (60) days' notice, unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of Employee in September subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year; (3) next meet and discuss the written evaluation of these goals and objectives; and (4) present a written summary of the evaluation results to Employee.

The final written evaluation should be completed and delivered to Employee within 30 days of the initial formulary evaluation meeting.

B. Unless Employee expressly requests otherwise in writing, the evaluation of Employee shall at all times be conducted in executive session of the governing body and shall be

considered confidential to the extent permitted by law. Nothing in this Agreement shall prohibit Employer or Employee from sharing the content of Employee's evaluation with their respective legal counsel.

C. In the event Employer modifies the evaluation instrument, format or procedure, and such modification would require new or different performance expectations, then Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

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

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

Section 14: Ethical Commitments

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

Employer shall support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member of the governing body shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, or to handle any personnel matter on a basis other than one of fairness, impartiality, and merit.

Section 15: Outside Activities

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

Section 16: Indemnification

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

Section 17: Bonding

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

Section 18: Other Terms and Conditions of Employment

A. Employer, only upon Agreement with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Bainbridge Island Municipal Code, other local ordinances, or any other law.

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

Section 19: Notices

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

EMPLOYER:

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

EMPLOYEE:

Morgan Smith

Bainbridge Island, WA 98110

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

Section 20: General Provisions

- A. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- B. Precedence. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the City Council's policies, or Employer's ordinances or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.
- C. Attorneys' Fees. In any suit, action, or appeal to enforce this Agreement or any term or provision of this Agreement, or to interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred, including reasonable attorneys' fees.
- D. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of the provisions of the Agreement.
- E. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- F. Rights and Remedies. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

- G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- H. Governing Law and Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute arising hereunder shall be in Kitsap County Superior Court. However, before any lawsuit may be filed by either party, the Employee and Employer must agree to engage in non-binding mediation, in which the expense of the mediator will be paid by the Employer. Other than the cost of the mediator, each party shall bear its own expenses and attorney fees in any dispute, including mediation or litigation, subject to the prevailing party provision in Subsection 20.C. above.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

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

MORGAN SMITH

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Morgan Smith, Deputy City Manager

Kol Medina, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:30 PM) Resolution No. 2018-27, Stating the City Council's Position on "Clean Air Clean Energy" Initiative 1631 - Mayor Medina,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward Resolution No. 2018-27, stating the City Council's support for Initiative 1631, for approval with the October 9, 2018 Consent Agenda.

SUMMARY:

Consider taking a position on "Clean Air Clean Energy" Initiative 1631, a statewide initiative to the people that would charge pollution fees on the largest corporate polluters and use the revenue to invest in healthy communities, clean air and water, and to promote clean energy.

FISCAL IMPACT:

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

BACKGROUND: I-1631 is a statewide initiative to the people that would charge pollution fees on the largest corporate polluters and use the revenue to invest in healthy communities, clean air and water, and to promote clean energy. For more information on the initiative, see the 2018 General Election Voters' Guide, which can be found online here: <https://tinyurl.com/yagdyukh>.

State law generally prohibits the use of public facilities to support or oppose a ballot measure. However, it is permissible for the City Council to, collectively, take a position on a ballot measure if certain conditions are met. Specifically, RCW 42.17A.555 states that no elected or appointed official or employee of a public agency may use or authorize the use of any public facilities to support or oppose a ballot measure, but goes on to list four exceptions. Relevant here is RCW 42.17A.555(1), which authorizes the City Council to use public facilities to

express, at an open public meeting, a collective decision to support or oppose a ballot measure if (1) any required notice of the meeting includes the title and number of the ballot proposition; and (2) members of the legislative body or public are afforded an approximately equal opportunity for the expression of an opposing view.

Notice has been provided in accordance with RCW 42.17A.555(1). When this agenda item is discussed, members of the legislative body or the public must be given an approximately equal opportunity for the expression of an opposing view to the position taken by a majority of the City Council on the ballot measure.

ATTACHMENTS:

[Resolution No. 2018-27, Stating the City Council's Position on I-1631](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2018-27

A RESOLUTION of the City Council of Bainbridge Island, Washington, endorsing “Clean Air Clean Energy” Initiative 1631, a statewide initiative to the people that would charge pollution fees on the largest corporate polluters and use the revenue to invest in healthy communities, clean our air and water, promote clean energy, and slow down the impacts of climate change, and urging voters to “Approve” Initiative 1631 on the November 6, 2018 general election ballot.

WHEREAS, the residents of Bainbridge Island and those throughout Washington State all deserve to breath clean air, drink healthy water, and live in protected environments; and

WHEREAS, over 600,000 Washingtonians live with asthma and thousands more suffer from upper respiratory illnesses and diseases caused by air pollution; and

WHEREAS, climate change is one of the paramount challenges of our generation and will have near and long-term consequences for the economy, the environment, and public health and safety on Bainbridge Island; and

WHEREAS, residents of Bainbridge Island are already experiencing the impacts of a changing climate, including more extreme rainfall events, increasing flooding risk, and more-frequent heat events that impact health; and

WHEREAS, the City Council recognizes the need to pass on a safe, healthy environment and a stable climate to our children and future generations of Washingtonians; and

WHEREAS, the City Council supports policies that provide consumers with affordable, cleaner, and more efficient fuel, energy, and transportation choices; and

WHEREAS, state, county, and city shared climate change goals cannot be met without the accelerated phase out of coal-fired electricity and replacement with renewable energy, investments in energy efficiency, cleaner forms of transportation, and investments in healthy forests and agriculture, all of which will be aided by the passage of I-1631; and

WHEREAS, the largest corporate polluters causing the most damage to our health are currently not being held accountable nor being required to pay to mitigate the damage they’re doing to our communities; and

WHEREAS, I-1631, by hastening a transition from polluting fossil fuel energy to clean energy, will create thousands of high-paying local jobs that contribute to local economies, in rural and urban communities alike, without hurting the health of their neighbors; and

WHEREAS, I-1631 will provide a source of funding that the City of Bainbridge Island and other municipalities will be able to apply for to help fund projects that reduce climate pollution and mitigate the effects of climate change; and

WHEREAS, I-1631 prioritizes the protection of communities disproportionately harmed by pollution by targeting investments to provide direct, meaningful, and assured benefits to those communities; and

WHEREAS, I-1631 provides assistance to families with low incomes as we transition to clean energy; and

WHEREAS, I-1631 invests in our state's natural resources, which are vital to our state's economy and industries like agriculture, timber, tourism, and fishing, and which protect our health by reducing pollution in the air and water, and secure our community by lowering the risk of fires, floods, and landslides; and

WHEREAS, I-1631 provides funding to: restore and protect estuaries, fisheries, and marine shoreline habitats; prepare for sea level rise; increase sustainable supply of water; and improve infrastructure for treating stormwater; and

WHEREAS, I-1631 includes provisions for strong public oversight and accountability; and

WHEREAS, I-1631 respects tribal sovereignty and ensures that affected communities and tribal nations are consulted and involved in decision-making; and

WHEREAS, I-1631 was shaped by tribal nations and communities most affected by pollution and climate change, and is supported by an unprecedented coalition of business, labor unions, environmental and economic justice advocates, healthcare professionals, communities of color, faith-based organizations, and community leaders; and

WHEREAS, I-1631 provides Washington State an opportunity to lead the nation and set an example in how to address pollution and climate change in an equitable and economically responsible manner; and

WHEREAS, at the City Council's September 25, 2018 business meeting, persons in favor of I-1631 and those opposed to it were given an equal opportunity to share their views in an open public meeting; and

WHEREAS, notice of the September 25, 2018 business meeting was given in accordance with RCW 42.17A.555.

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

Section 1. The City Council publicly endorses Initiative 1631 as an essential component of the City of Bainbridge Island’s commitment to cut pollution, protect our citizens’ health and well-being, reduce our greenhouse gas emissions, preserve our environment, and invest in our future.

Section 2. The City Council urges all voters on Bainbridge Island and throughout Washington State to “Approve” Initiative 1631 on the November 6, 2018 general election ballot.

PASSED by the City Council this ____ day of _____, 2018.

APPROVED by the Mayor this ____ day of _____, 2018.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: September 21, 2018
PASSED BY THE CITY COUNCIL: ,2018
RESOLUTION NO. 2018-27



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:40 PM) Country Club Road Bulkhead Repair and Outfall Replacement Project Professional Services Agreement - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward for approval with the October 9, 2018 Consent Agenda a delegation of authority to the City Manager to execute an agreement with Soundwest Engineering Associates, Inc., in the amount of \$54,720.00 for work on the Country Club Road Bulkhead Repair and Outfall Replacement Project.

SUMMARY:

City Council to consider forwarding the Country Club Road Bulkhead Repair and Outfall Replacement Project Professional Services Agreement to the October 9, 2018 consent agenda.

FISCAL IMPACT:

Amount:	\$54,720.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The proposed design is to repair an existing rock revetment and stormwater outfall along a portion of Country Club Road in Blakely Harbor.

The plans are to repair an existing 415-foot shoreline rock revetment and stormwater outfall, and relocate an existing fire hydrant. The revetment will be rebuilt at ordinary high water which is located at the toe of the marine bank along this portion of shore using a combination of existing and imported material. The culvert outfall will be replaced with no change in diameter or alignment. A new diffuser will be fitted to the outfall at beach grade and the existing fire hydrant will be relocated farther back from the bank crest.

Soundwest Engineering Associates, Inc. was selected to perform consulting services for this project. With the recent departure of our Engineer 1 position, Public Works is expanding their support services to COBI Engineering to prepare the design.

The City Attorney's Office and the Consultant are finalizing the insurance and indemnity provisions in the agreement. However, the final version of the agreement will be in substantially the form of the agreement attached to this agenda bill.

ATTACHMENTS:

[Country Club Road Bulkhead Repair and Outfall Replacement Project Professional Services Agreement](#)

FISCAL DETAILS:

Fund Name(s): Streets Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the City needs professional services in connection with design, permitting, and construction support services for the Country Club Road Bulkhead Repair and Culvert Replacement Project; 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 December 31, 2020, unless sooner terminated by either party as provided below.

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

3. PAYMENT

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

- Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of fifty-four thousand seven hundred and twenty dollars (\$54,720);
- 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. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

- C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.
- D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

- Commercial General Liability as described in **Attachment B**.
- Professional Liability as described in **Attachment B**.
- Automobile Liability as described in **Attachment B**.
- Workers' Compensation as described in **Attachment B**.
- None.

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: Soundwest Engineering Associates
 4922 Bridle Tree Drive NW
 Bremerton, WA 98312
 Attention: John Piccone, P.E.

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.

SOUNDWEST ENGINEERING ASSOCIATES

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Douglas Schulze, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

Attachment A Scope of Services and Schedule of Estimated Costs

CITY OF BAINBRIDGE ISLAND COUNTRY CLUB RD BULKHEAD REPAIR

INTRODUCTION

The City of Bainbridge Island (City) proposes to repair an existing rock revetment and stormwater outfall along a portion of Country Club Road in Blakely Harbor. The revetment has been severely damaged by wave-induced erosion in several places and the marine bank behind has been eroded by wave action. A site-specific analysis and SEPA exemption have previously been completed.

The proposed project will repair an existing 415-foot shoreline rock revetment, repair an existing stormwater outfall, and move an existing fire hydrant. The revetment will be rebuilt at ordinary high water (OHW), which is at the toe of the marine bank along this portion of shore using a combination of existing and imported material. The culvert outfall will be replaced with no change in diameter or alignment. A new diffuser will be fitted to the outfall at beach grade. The existing fire hydrant at the bank crest will be replaced in a more secure location, farther back from the bank crest.

The following tasks detail objectives, activities, deliverables, and assumptions associated with the scope of work performed by Soundwest Engineering Associates (SEA).

TASK 1 – 60% DESIGN AND PERMIT SUBMITTALS

Objective:

The objective of this Task is to utilize the existing project concept design submitted with the COBI site specific analysis and SEPA exemption to develop 60% complete design drawings for City review and permit submittals to the Washington State Department of Fish and Wildlife (WDFW) and the U.S. Army Corps of Engineers (USACE).

Activities:

This Task consists of the following activities:

- Review project documents and status and prepare 60% complete project design drawings in 11X17 format for City review and comment.
- Incorporate any City comments into the drawings for permit submittals to WDFW.
- Prepare mitigation plan and biological evaluation for permit submittals.
- Prepare and submit an application to WDFW for a hydraulic Project Approval (HPA).
- Convert the project drawings into USACE format, prepare work narrative, and submit Nationwide Permit 3 (NWP3) application.

- Assist the City with any necessary ongoing coordination with WDFW and USACE related to the project permit submittals. An allowance of 18 total consultant hours have been allocated for this activity.

Deliverables:

The following deliverables are associated with this Task:

- PDF and hard copies as needed of 11X17 plan sheets including title and information sheet, existing conditions, proposed improvements, TESC, details, and notes as necessary.
- Application and submittal to WDFW for project HPA.
- 8.5X11 USACE format drawings and narrative for NWP3.
- Project biological assessment for NWP3.
- Application and submittal to USACE.

TASK 2 – 90% PS&E (CITY REVIEW)

Objective:

The objective of this Task is to complete 90% complete plans, specifications, and construction cost estimate (PS&E) for City review and comment prior to finalizing documents for construction.

Activities:

This Task consists of the following activities:

- Prepare 90% complete project design drawings in 11X17 format for City review and comment.
- Prepare 90% complete project special provisions (division 2-9 only) for City review and comment.
- Prepare a preliminary opinion of probable construction cost.

Deliverables:

The following deliverables are associated with this Task:

- PDF and up to 3 hard copies as needed of 11X17 plan sheets including title and information sheet, existing conditions, proposed improvements, TESC, details, and notes as necessary.
- PDF and up to 3 hard copies as needed of division 2-9 project specific special provision.
- PDF and up to 3 hard copies as needed of preliminary opinion of probable construction cost.

TASK 3 – 100% PS&E (BID SET)

Objective:

The objective of this Task is to incorporate City comments received during Task 2 into final plans and special provisions, complete design and QA/AC to 100% and prepare stamped documents for bidding.

Activities:

This Task consists of the following activities:

- Incorporate City comments received with the 90% plans and div. 2-9 special provisions into final bid documents.
- Finalize, check, and stamp 100% plans and div. 2-9 special provisions for inclusion in the complete construction documents to be assembled by the City.
- Update the final opinion of probable construction cost as needed.

Deliverables:

The following deliverables are associated with this Task:

- PDF and up to 3 hard copies as needed of 11X17 plan sheets including title and information sheet, existing conditions, proposed improvements, TESC, details, and notes as necessary.
- PDF and up to 3 hard copies as needed of division 2-9 project specific special provision.
- PDF and up to 3 hard copies as needed of final opinion of probable construction cost.

TASK 4 - BIDDING ASSISTANCE AND CONSTRUCTION OBSERVATION

Objective:

The objective of this Task is to provide as-needed assistance to the City with bidding, award, and submittals review and to perform part time construction observation during construction.

Activities:

This Task consists of the following activities:

- Provide as-needed assistance with bidder questions, addenda, award, and submittal review. An allowance of 24 total consultant hours have been allocated to this activity.
- Conduct part-time construction observation to assist City staff with contractor questions, RFI's, and determination of work acceptability. An allowance of 40 total consultant hours have been allocated to this activity.

Deliverables:

Deliverables for this Task will be prepared as-needed within the available Task allowance.

Assumptions:

The following assumptions are associated with this scope of work (Tasks 1 - 4):

- The City will prepare all front-end contract documents including division 1 special provisions.
- The City will assemble bid documents and administer the advertisement and bidding process. SEA will provide assistance as requested within the budgeted allowance.
- The City will be responsible for all fees and direct project costs (permit fees, advertising, etc.) not specifically allocated to SEA in this scope of work.
- No survey, structural, or geotechnical services are included in this scope; should these services become necessary they will be provided by the City or added by addendum to the scope of work.
- The culvert repair will not require full replacement; new culvert will be connected on North side of Country Club Rd.
- Due to unknown variables and uncertain interpretation of project environmental impacts SEA cannot assure any specific outcome, schedule, or level of effort associated with successfully obtaining environmental permits.
- Construction Phase Services: SEA shall not supervise, direct, or have control over Contractor's work. SEA shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. SEA does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Opinion of Probable Costs: When required as part of its work, SEA will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Users of the probable cost opinions must recognize that SEA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors methods of determining prices or performing the work.
- Information Reliance: SEA shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Schedule of Estimated Costs

Associate Project Role	J. Piccone Sr. Eng./PM	EIT/ Designer	Labor	Direct
BILL RATES	\$165.00	\$100.00	Cost	Expense
TASK 01 - 60% Design and Permit Submittals				
60% Plan Set	24	48	\$8,760	
HPA Submittal	3	44	\$4,895	
USACE NWP3 Submittal	3	44	\$4,895	
Ongoing permitting coordination	6	12	\$2,190	
Task Management & Administration	8		\$1,320	
Direct Expense Budget (mileage, printing, etc.)				\$250
Task Sub Totals	44	148	\$22,060	\$250
TASK 01 TOTAL			\$22,310	
TASK 02 - 90% PS&E (City Review)				
90% Plan Set	20	40	\$7,300	
Draft Special Provisions (Div. 2-9)	8	24	\$3,720	
Preliminary Opinion of Probable Construction Cost	2	8	\$1,130	
Task Management & Administration	6		\$990	
Direct Expense Budget (mileage, printing, etc.)				\$250
Task Sub Totals	36	72	\$13,140	\$250
TASK 02 TOTAL			\$13,390	
TASK 03 - 100% PS&E (Bid Set)				
QA/QC & 100% Plan Set	16	16	\$4,240	
Final Special Provisions (Div. 2-9)	6	8	\$1,790	
Final Opinion of Probable Construction Cost	2	3	\$630	
Task Management & Administration	6		\$990	
Direct Expense Budget (mileage, printing, etc.)				\$250
Task Sub Totals	30	27	\$7,650	\$250
TASK 03 TOTAL			\$7,900	
TASK 04 – Bidding Assistance and Construction Observation				
Bidding Assistance Allowance	12	12	\$3,180	
Part Time Construction Observation Allowance	20		\$3,300	
Const. Admin. Assist. (RFIs & Submittals) Allowance	20		\$3,300	
Task Management & Administration	6		\$990	
Direct Expense Budget (mileage, printing, etc.)				\$350
Task Sub Totals	58	12	\$10,770	\$350
TASK 04 TOTAL			\$11,120	

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:50 PM) Agenda Bill for Consent Agenda,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve the Consent Agenda as presented.

SUMMARY:

Consider approval of the following Consent Agenda items:

1. Accounts Payable and Payroll
2. City Council Study Session Meeting Minutes, September 4, 2018
3. Special City Council Meeting Minutes, September 11, 2018
4. City Council Regular Business Meeting Minutes, September 11, 2018
5. Ordinance No. 2018-35 Amending BIMC Chapter 5 and Adopting Model Business License Code
6. Ordinance No. 2018-37 Relating to the City Water Utility and Providing for No Automatic Fee Adjustments for Monthly Water Service Rates in 2019
7. Ordinance No. 2018-38 Providing for No Automatic Annual Adjustment for Monthly Sewer Service Utility Rates in 2019
8. Interlocal Agreement between Kitsap Public Utility District No. 1 and the City of Bainbridge Island Transferring Wireless Frequency Interface (Wi-Fi) Assets

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: September 25, 2018

ESTIMATED TIME:

AGENDA ITEM: Accounts Payable and Payroll

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda

SUMMARY:

Consider approval of accounts payable and payroll.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Report to Council of Cash Disbursements 09-26-18.pdf](#)

[Payroll.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: September 10, 2018 - September 24, 2018
 CITY COUNCIL: September 11, 2018 - September 25, 2018

Last check from previous run: 348489 dated 09/12/2018 issued to Zee Medical Service Co in the amount of \$122.48

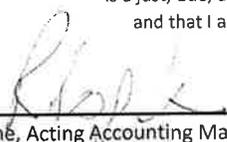
Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	N/A	N/A		N/A
ACH	N/A	N/A		N/A
ACH	N/A	N/A		N/A
VOID	2/28/18	346850	PW/Ashbury HOA/Wyatt Way temp easement - lost	N/A
VOID	9/26/18	348560	POL/Kitsap 911/Error: incorrect vendor	N/A
Manual	9/7/18	348490	PW/Ashbury HOA/Wyatt Way temp easement - replacement	230.00
Manual	9/7/18	348491	Bainbridge Disposal/Citywide disposal services - August 2018	2,495.94
Manual	9/7/18	348492	POL/Evergreen Boat Transport/Derelict boat disposal - Mielke Way	800.00
Manual	9/12/18	348493	HR/Ann Pearl Catering/Employee appreciation lunch final payment	1,974.02
Manual	9/12/18	348494	PW/Island Hands/Janitorial services August 2018	11,116.13
Manual	9/13/18	348495	US Bank/Credit card purchases - August 2018	18,319.34
Manual	9/13/18	348496	FIN&PCD/AT&T/Fax long distance services September 2018	24.02
Manual	9/13/18	348497	Bainbridge Disposal/Senior Center disposal services August 2018	269.37
Manual	9/13/18	348498	CenturyLink/Citywide telemetry services September 2018	944.08
Manual	9/13/18	348499	ENG/KC Treasurer/Tax title request, Wardwell	300.00
Manual	9/13/18	348500	Puget Sound Energy/Citywide electricity services August 2018	32,037.45
Manual	9/13/18	348501	CRT/Toshiba/Copier lease	188.58
Manual	9/13/18	348502	Verizon Wireless/Citywide cell phone services August 2018	5,474.60
Manual	9/18/18	348503	ENG/Eagle Harbour Condo Assoc/Temp construction easement	21,150.00
Manual Checks and Electronic Disbursements				95,323.53

Regular Run	9/26/18	348504-348625		Regular Check Run	165,333.88
					260,657.41

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

Prepared and Reviewed by  Carrie Christianson, 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.


 Ron Logghe, Acting Accounting Manager


 Date

VOID
Ⓢ 9/6/18

09/06/2018 14:04 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcsdshsb

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

INVOICE DTL DESC

346850 02/28/2018 VOID 8882 ASHBURY HOMEOWNERS A 220165 EASEMENT-48-52 02/22/2018 -230.00
Invoice: EASEMENT-48-52 PW/TEMP EASEMENT, WYATT WAY RECONSTRUCT
-230.00 72321952 64500000708 WYATT-TEMP EASEMENTS

CHECK 346850 TOTAL: -230.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -230.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	230.00

*** GRAND TOTAL *** -230.00

Check has been lost.
Void for reissue.

09/06/2018 14:04 |CITY OF BAINBRIDGE ISLAND
 cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2018 9	30								
APP 301-213000					ACCOUNTS PAYABLE			230.00	
	09/06/2018	346850	VOID		AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH		230.00		
	09/06/2018	346850	VOID		AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								230.00	230.00
APP 631-130000					DUE TO/FROM CLEARING			230.00	
	09/06/2018	M022718	VOID						
APP 301-130000					DUE TO/FROM CLEARING		230.00		
	09/06/2018	M022718	VOID						
SYSTEM GENERATED ENTRIES TOTAL								230.00	230.00
JOURNAL 2018/09/30 TOTAL								460.00	460.00

09/06/2018 14:04
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2018 9	30	09/06/2018			
301-130000				DUE TO/FROM CLEARING	230.00	
301-213000				ACCOUNTS PAYABLE		230.00
				FUND TOTAL	230.00	230.00
631 CLEARING FUND	2018 9	30	09/06/2018			
631-130000				DUE TO/FROM CLEARING		230.00
635-111100				CASH	230.00	
				FUND TOTAL	230.00	230.00

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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301 CAPITAL CONSTRUCTION FUND			230.00
631 CLEARING FUND		230.00	
	TOTAL	230.00	230.00

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CASH ACCOUNT: 635 111100 CASH

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

348493	09/12/2018	PRTD 9026 ANN PEARL CATERING	225284	09/12/18	09/12/2018	M091218		1,974.02
		Invoice: 09/12/18			HR/EMPLOYEE APPRECIATION LUNCH			
			1,974.02	33011161	54110000302	EMPLOYEE RECOG-HR-C/E-PRO SVCS		
							CHECK 348493 TOTAL:	1,974.02

348494	09/12/2018	PRTD 8646 ISLAND HANDS	225282	17436-17437	09/04/2018	21800026	M091218	11,116.13
		Invoice: 17436-17437			AUGUST 2018 JANITORIAL SERVICE			
			10,771.53	73011183	54110000269	JANITORIAL CONTRACT-PRO SVCS		
			344.60	73425358	54110000269	JANITORIAL CONTRACT-PRO SVCS		
							CHECK 348494 TOTAL:	11,816.13

		Invoice: 17438	225283	17438	09/10/2018	M091218		700.00
					PW/KITTY HALL CLEANUP			
			700.00	73011183	54110000269	JANITORIAL CONTRACT-PRO SVCS		
							CHECK 348494 TOTAL:	11,816.13

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 13,790.15

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	13,790.15

*** GRAND TOTAL *** 13,790.15

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2018 9	56								
APP 001-213000	09/12/2018	M091218	091218			GENERAL - ACCOUNTS PAYABLE		13,445.55	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	09/12/2018	M091218	091218			CASH			13,790.15
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	09/12/2018	M091218	091218			ACCOUNTS PAYABLE		344.60	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								13,790.15	13,790.15
APP 631-130000	09/12/2018	M091218	091218			DUE TO/FROM CLEARING		13,790.15	
APP 001-130000	09/12/2018	M091218	091218			GENERAL - DUE TO/FROM CLEARING			13,445.55
APP 402-130000	09/12/2018	M091218	091218			DUE TO/FROM CLEARING			344.60
SYSTEM GENERATED ENTRIES TOTAL								13,790.15	13,790.15
JOURNAL 2018/09/56 TOTAL								27,580.30	27,580.30

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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018 9	56	09/12/2018			
001-130000				GENERAL - DUE TO/FROM CLEARING		13,445.55
001-213000				GENERAL - ACCOUNTS PAYABLE	13,445.55	
				FUND TOTAL	13,445.55	13,445.55
402 SEWER OPERATING FUND	2018 9	56	09/12/2018			
402-130000				DUE TO/FROM CLEARING		344.60
402-213000				ACCOUNTS PAYABLE	344.60	
				FUND TOTAL	344.60	344.60
631 CLEARING FUND	2018 9	56	09/12/2018			
631-130000				DUE TO/FROM CLEARING	13,790.15	
635-111100				CASH		13,790.15
				FUND TOTAL	13,790.15	13,790.15

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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

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FUND		DUE TO	DUE FROM
001 GENERAL FUND			13,445.55
402 SEWER OPERATING FUND			344.60
631 CLEARING FUND		13,790.15	
	TOTAL	13,790.15	13,790.15

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CASH ACCOUNT: 635 111100 CASH

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

348495	09/13/2018	PRTD	7314 US BANK	225141	07/27/18-JB	08/27/2018		USBANK08	260.00
	Invoice: 07/27/18-JB								
				260.00	54025212 443410	POL/NEAK MEDIA/REG FOR MARINE LE CONF			
						MARINE - TRAINING			
				225142	08/07/18-CB	08/27/2018		USBANK08	150.00
	Invoice: 08/07/18-CB								
				150.00	36011143 443410	EXCC/WMCA/FALL MINI CONF			
						CLERK-C/E-TRAINING			
				225143	08/17/18-CB	08/27/2018		USBANK08	175.00
	Invoice: 08/17/18-CB								
				175.00	36011143 443410	EXCC/WAPRO/FALL CONF			
						CLERK-C/E-TRAINING			
				225144	07/25/18-BB	08/27/2018		USBANK08	164.69
	Invoice: 07/25/18-BB								
				164.69	51011120 443410	POL/TULALIP/LODGING FOR LEIRA TRAINING			
						PD-CLERKS-TRAINING			
				225147	07/27/18-BB	08/27/2018		USBANK08	10.00
	Invoice: 07/27/18-BB								
				10.00	51011211 54110000649	POL/TPC/KPHD FOOD WORKER'S CARD			
						NAT'L NIGHT OUT-PROF SVCS			
				225148	07/27/18-BB-A	08/27/2018		USBANK08	151.75
	Invoice: 07/27/18-BB-A								
				151.75	91011215 542500	POL/USPS/STAMPS			
						GG-C/E-PD-POSTAGE			
				225149	08/12/18-BB	08/27/2018		USBANK08	410.62
	Invoice: 08/12/18-BB								
				410.62	53011212 531100	POL/AMAZON/GAME CAMERA, CABLE LOCKS, MEM CARD			
						PD-C/E-PATROL SUPPLIES			
				225150	08/14/18-BB	08/27/2018		USBANK08	194.25
	Invoice: 08/14/18-BB								
				194.25	51011214 443410	POL/WSU/REG FOR FBINAA FALL CONF			
						PD-C/E-ADMIN-TRAINING			
				225151	08/14/18-BB-A	08/27/2018		USBANK08	40.00
	Invoice: 08/14/18-BB-A								
				10.00	52011212 543100	POL/WSF/GOOD2GO REPLENISH			
				10.00	53011212 443410	PD-INV-TRAVEL/MEALS/LODGING			
				5.00	53011212 543100	POLICE - C/E PATROL TRAINING			
				5.00	73411345 543100	PATROL-TRAVEL/MEALS/LODGING			
				10.00	73637891 543100	O&M-WTR MAINT-TRAVEL EXP			
						TRAVEL EXPENSE			
				225152	08/14/18-BB-B	08/27/2018		USBANK08	15.00
	Invoice: 08/14/18-BB-B								
				15.00	51011211 539100	POL/OESD/REG FOR CHIEF FOR OESD BKFST			
						PD-C/E-ADM-WORKED MEALS			
				225153	08/03/18-GC	08/27/2018		USBANK08	23.08
	Invoice: 08/03/18-GC								
				23.08	61011581 543100	PCD/YACHT CLUB/MONTHLY LUNCHEON			
						PCD - C/E ADMIN TRAVEL EXPENSE			
				225154	07/29/18-KD	08/27/2018		USBANK08	5.00
	Invoice: 07/29/18-KD								
				5.00	31011572 542450	EX/FACEBOOK/BOATERS FAIR AD			
						EX-GF-OUTREACH-ADV			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 08/09/18-TD				225195	08/09/18-TD	08/27/2018		USBANK08	272.49
				272.49	21011125 531100	CRT/COSTCO/SECURITY SYSTEM COURT - SUPPLIES			
Invoice: 08/13/18-TD				225196	08/13/18-TD	08/27/2018		USBANK08	123.20
				123.20	21011125 443410	CRT/GREAT WOLF LODGE/ROOM FOR DMCA CONF COURT - TRAINING			
Invoice: 08/05/18-KB				225197	08/05/18-KB	08/27/2018		USBANK08	12.61
				12.61	31011131 531100	EX/SAFEWAY/PLATES, NAPKINS, CUTLERY EX-GF-SUPPLIES			
Invoice: 08/08/18-KB				225199	08/08/18-KB	08/27/2018		USBANK08	25.00
				25.00	33011164 443410	HR/AWC/WEBINAR HR-C/E-TRAINING EXP			
Invoice: 08/20/18-KB				225200	08/20/18-KB	08/27/2018		USBANK08	37.62
				37.62	33011161 544000	HR/ICMA/JOB AD: BUILDING OFFICIAL HR-C/E-ADVERTISING			
Invoice: 08/21/18-KB				225201	08/21/18-KB	08/27/2018		USBANK08	75.00
				75.00	33011161 544000	HR/YOURMEMBERSHIP/JOB AD: BUILDING OFFICIAL HR-C/E-ADVERTISING			
Invoice: 08/21/18-KB-A				225202	08/21/18-KB-A	08/27/2018		USBANK08	45.00
				45.00	33011161 544000	HR/CRAIGSLIST/JOB AD: BUILDING OFFICIAL HR-C/E-ADVERTISING			
Invoice: 08/22/18-KB				225203	08/22/18-KB	08/27/2018		USBANK08	100.00
				100.00	33011161 549100	HR/SHRM/RECERT SHRM-CP HR-C/E-DUES & SUBSCRIPTIONS			
Invoice: 07/26/18-SM				225204	07/26/18-SM	08/27/2018		USBANK08	88.71
				88.71	81011881 535500	IT/AMAZON/PHONE CASES, SURFACE CHARGERS, MOUSE IT - C/E COMPUTER PARTS & EQ			
Invoice: 08/02/18-SM				225205	08/02/18-SM	08/27/2018		USBANK08	131.55
				131.55	81011881 535500	IT/RAKUTEN/PRINTER IT - C/E COMPUTER PARTS & EQ			
Invoice: 08/02/18-SM-A				225206	08/02/18-SM-A	08/27/2018		USBANK08	174.39
				174.39	81011881 535500	IT/AMAZON/PRINTER IT - C/E COMPUTER PARTS & EQ			
Invoice: 08/02/18-SM-B				225207	08/02/18-SM-B	08/27/2018		USBANK08	413.94
				413.94	81011881 535500	IT/RAKUTEN/MONITORS (3) IT - C/E COMPUTER PARTS & EQ			
Invoice: 08/06/18-SM				225208	08/06/18-SM	08/27/2018		USBANK08	323.32
				323.32	81011881 535500	IT/RAKUTEN/MONITORS (2) IT - C/E COMPUTER PARTS & EQ			

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 08/01/18-KG				225222	08/01/18-KG	08/27/2018		USBANK08	15.71
				15.71	72431831 531100	ENG/HOME DEPOT/MANHOLE COVER HOOK			
						ENG - SSWM ADM SUPPLIES			
Invoice: 07/30/18-KG-C				225223	07/30/18-KG-C	08/27/2018		USBANK08	76.30
				76.30	72011321 531100	ENG/AMAZON/EAR PLUGS, VESTS			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 08/08/18-KG				225224	08/08/18-KG	08/27/2018		USBANK08	24.29
				24.29	72011321 531100	ENG/AMAZON/SAFETY VEST			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 08/10/18-KG				225225	08/10/18-KG	08/27/2018		USBANK08	13.05
				13.05	72011321 531100	ENG/WALGREENS/PW PHOTO			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 08/22/18-KG				225226	08/22/18-KG	08/27/2018		USBANK08	178.63
				178.63	72011321 531100	ENG/AMAZON/STAFF CHAIR			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 08/20/18-KG				225227	08/20/18-KG	08/27/2018		USBANK08	92.64
				92.64	72011321 531100	ENG/AMAZON/LABEL WRITER			
						ENG - C/E ADMIN SUPPLIES			
Invoice: 08/23/18-KG				225228	08/23/18-KG	08/27/2018		USBANK08	21.78
				21.78	91029179 531100	PW/BIG5/PLAYGROUND BALLS			
						GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 08/23/18-KG-A				225229	08/23/18-KG-A	08/27/2018		USBANK08	64.98
				64.98	91029179 531100	PW/COSTCO/WELLNESS EVENT SUPPLIES			
						GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 08/27/18-KG				225230	08/27/18-KG	08/27/2018		USBANK08	82.84
				82.84	73637891 531100	ENG/SUBWAY/RETIREMENT PARTY FOOD			
						OFFICE SUPPLIES			
Invoice: 08/27/18-KG-A				225231	08/27/18-KG-A	08/27/2018		USBANK08	12.05
				12.05	91029179 531100	PW/SAFEWAY/WELLNESS CUPCAKES			
						GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 08/27/18-KG-B				225232	08/27/18-KG-B	08/27/2018		USBANK08	11.35
				11.35	91029179 531100	PW/SAFEWAY/WELLNESS SUPPLIES			
						GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 08/27/18-KG-C				225233	08/27/18-KG-C	08/27/2018		USBANK08	386.95
				386.95	91029179 531100	PW/PAYPAL/SANDWHICHES FOR WELLNESS PICNIC			
						GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 07/25/18-CK				225234	07/25/18-CK	08/27/2018		USBANK08	108.99
				108.99	73011897 531100	PW/AMAZON/KOLARLABS CRYSTAL			
						O&M-C/E-PWY FAC-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

Invoice: 08/10/18-KJ	225261	08/10/18-KJ		08/27/2018	USBANK08	140.00
	140.00	36011143 549100		EXCC/IIMC/CITY CLERK MEMBERSHIP		
				CLERK-DUES/SUBSCR/MEMBRSHPS		
Invoice: 08/17/18-KJ	225262	08/17/18-KJ		08/27/2018	USBANK08	175.00
	175.00	36011143 443410		EXCC/WAPRO/FALL CONF		
				CLERK-C/E-TRAINING		

CHECK 348495 TOTAL: 18,319.34

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 18,319.34

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	18,319.34

*** GRAND TOTAL *** 18,319.34

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2018 9 62										
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			13,124.28		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 635-111100					CASH					18,319.34
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 401-213000					ACCOUNTS PAYABLE			21.34		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 631-213000					ACCOUNTS PAYABLE			1,211.67		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 407-213000					ACCOUNTS PAYABLE			943.38		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 403-213000					ACCOUNTS PAYABLE			652.56		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 101-213000					STREETS - ACCOUNTS PAYABLE			1,736.11		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
APP 402-213000					ACCOUNTS PAYABLE			630.00		
09/13/2018	USBANK08	USBANK			AP CASH DISBURSEMENTS JOURNAL					
							GENERAL LEDGER TOTAL		18,319.34	18,319.34
APP 631-130000					DUE TO/FROM CLEARING			17,107.67		
09/13/2018	USBANK08	USBANK								
APP 001-130000					GENERAL - DUE TO/FROM CLEARING					13,124.28
09/13/2018	USBANK08	USBANK								
APP 401-130000					DUE TO/FROM CLEARING					21.34
09/13/2018	USBANK08	USBANK								
APP 407-130000					DUE TO/FROM CLEARING					943.38
09/13/2018	USBANK08	USBANK								
APP 403-130000					DUE TO/FROM CLEARING					652.56
09/13/2018	USBANK08	USBANK								
APP 101-130000					STREETS - DUE TO/FROM CLEARING					1,736.11
09/13/2018	USBANK08	USBANK								
APP 402-130000					DUE TO/FROM CLEARING					630.00
09/13/2018	USBANK08	USBANK								
							SYSTEM GENERATED ENTRIES TOTAL		17,107.67	17,107.67
							JOURNAL 2018/09/62 TOTAL		35,427.01	35,427.01

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2018 9	62	09/13/2018			
001-130000				GENERAL - DUE TO/FROM CLEARING		13,124.28
001-213000				GENERAL - ACCOUNTS PAYABLE	13,124.28	
				FUND TOTAL	13,124.28	13,124.28
101 STREET FUND	2018 9	62	09/13/2018			
101-130000				STREETS - DUE TO/FROM CLEARING		1,736.11
101-213000				STREETS - ACCOUNTS PAYABLE	1,736.11	
				FUND TOTAL	1,736.11	1,736.11
401 WATER OPERATING FUND	2018 9	62	09/13/2018			
401-130000				DUE TO/FROM CLEARING		21.34
401-213000				ACCOUNTS PAYABLE	21.34	
				FUND TOTAL	21.34	21.34
402 SEWER OPERATING FUND	2018 9	62	09/13/2018			
402-130000				DUE TO/FROM CLEARING		630.00
402-213000				ACCOUNTS PAYABLE	630.00	
				FUND TOTAL	630.00	630.00
403 STORM & SURFACE WATER FUND	2018 9	62	09/13/2018			
403-130000				DUE TO/FROM CLEARING		652.56
403-213000				ACCOUNTS PAYABLE	652.56	
				FUND TOTAL	652.56	652.56
407 BUILDING & DEVELOPMENT FUND	2018 9	62	09/13/2018			
407-130000				DUE TO/FROM CLEARING		943.38
407-213000				ACCOUNTS PAYABLE	943.38	
				FUND TOTAL	943.38	943.38
631 CLEARING FUND	2018 9	62	09/13/2018			
631-130000				DUE TO/FROM CLEARING	17,107.67	
631-213000				ACCOUNTS PAYABLE	1,211.67	
635-111100				CASH		18,319.34
				FUND TOTAL	18,319.34	18,319.34

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|CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		13,124.28
101	STREET FUND		1,736.11
401	WATER OPERATING FUND		21.34
402	SEWER OPERATING FUND		630.00
403	STORM & SURFACE WATER FUND		652.56
407	BUILDING & DEVELOPMENT FUND		943.38
631	CLEARING FUND	17,107.67	
	TOTAL	17,107.67	17,107.67

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

348496	09/13/2018	PRTD 1235 AT&T ONENET SERVICE	225285	1268725119	09/01/2018		M091318	23.40
		Invoice: 1268725119						
			23.40	91011189 542100			FIN/FAX LONG DIST SEPT 2018	
							GG-C/E-CITY HALL-PHONE	
			225286	1268733794	09/01/2018		M091318	.62
		Invoice: 1268733794						
			.62	91011189 542100			PCD/FAX LONG DIST SEPT 2018	
							GG-C/E-CITY HALL-PHONE	
							CHECK 348496 TOTAL:	24.02

348497	09/13/2018	PRTD 47 BAINBRIDGE DISPOSAL	225287	0000788448	08/31/2018		M091318	269.37
		Invoice: 0000788448						
			269.37	91011755 547900			SS/DISPOSAL SERVICES	
							GG-C/E-COMMONS-GARBAGE	
							CHECK 348497 TOTAL:	269.37

348498	09/13/2018	PRTD 551 CENTURYLINK	225288	0225SEP18	09/02/2018		M091318	103.67
		Invoice: 0225SEP18						
			103.67	91011897 542100			O&M FIRE ALARM MONIT	
							GG-C/E-O&M YARD FAC-PHONE	
			225289	0754SEP18	09/02/2018		M091318	72.94
		Invoice: 0754SEP18						
			72.94	91411891 542100			FLETCHER BAY WELL TELE	
							GG-WTR-FAC-PHONE	
			225290	1745SEP18	09/02/2018		M091318	49.80
		Invoice: 1745SEP18						
			49.80	91011189 542100			C.H. ELEVATOR SVC LINE	
							GG-C/E-CITY HALL-PHONE	
			225291	3736SEP18	09/02/2018		M091318	103.67
		Invoice: 3736SEP18						
			103.67	91011189 542100			C.H. FIRE ALARM MONIT	
							GG-C/E-CITY HALL-PHONE	
			225292	5211SEP18	09/02/2018		M091318	187.50
		Invoice: 5211SEP18						
			187.50	91011215 542100			POL PHN SVCS	
							GG-C/E-PD-PHONE	
			225293	8731SEP18	09/02/2018		M091318	47.39
		Invoice: 8731SEP18						
			47.39	91011755 542100			COMMONS FIRE ALARM MONIT	
							GG-C/E-COMMONS-PHONE	
			225294	9136SEP18	09/02/2018		M091318	140.61
		Invoice: 9136SEP18						
			140.61	91011189 542100			C.H. SECURITY ALARM MONIT	
							GG-C/E-CITY HALL-PHONE	
			225295	9791SEP18	09/02/2018		M091318	137.80
		Invoice: 9791SEP18						
			137.80	91011215 542100			POL T.I. MANDUS TELCOM	
							GG-C/E-PD-PHONE	
			225296	9840SEP18	09/02/2018		M091318	50.35
		Invoice: 9840SEP18						
							HEAD OF BAY WELL TELE	

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				50.35	91411891 542100				
						GG-WTR-FAC-PHONE			
Invoice: 9858SEP18				225297	9858SEP18	09/02/2018		M091318	50.35
						SANDS AVE WELL TELE			
				50.35	91411891 542100				
						GG-WTR-FAC-PHONE			
						CHECK	348498	TOTAL:	944.08
348499	09/13/2018	PRTD	316 KC TREASURER	225395	09/12/18	09/12/2018		M091318	300.00
Invoice: 09/12/18						ENG/TAX TITLE REQUEST, WARDWELL			
				300.00	72334562 64110000845	WARDWELL INTRA ISL TRAIL-PRO S			
						CHECK	348499	TOTAL:	300.00
348500	09/13/2018	PRTD	1205 PUGET SOUND ENERGY	225298	CITY HALL-AUG 2018	09/04/2018		M091318	2,704.14
Invoice: CITY HALL-AUG 2018						CITY HALL AUG 2018			
				2,704.14	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
Invoice: 828AUG18				225301	828AUG18	09/04/2018		M091318	462.60
						TAYLOR WELLS LID PH1			
				462.60	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
Invoice: IL3AUG18				225302	IL3AUG18	09/04/2018		M091318	29.52
						ROUNDAABOUT HS/MAD IMPR			
				29.52	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 647AUG18				225303	647AUG18	09/04/2018		M091318	45.16
						STREET LIGHTS/TRAFFIC CONTR			
				45.16	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL9AUG18				225304	IL9AUG18	09/04/2018		M091318	107.56
						MADISON AVE S			
				107.56	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 285AUG18				225305	285AUG18	09/04/2018		M091318	156.94
						SPS NORTHTOWN/SPORTSMAN			
				156.94	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 735AUG18				225306	735AUG18	09/04/2018		M091318	40.71
						SHANNON DR/WFP DOCK			
				40.71	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 182AUG18				225307	182AUG18	09/04/2018		M091318	61.74
						MUNI CRT - METER E6			
				61.74	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 058AUG18				225308	058AUG18	09/04/2018		M091318	42.30
						NE HIDDEN COVE-SHOP			
				42.30	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 520-298AUG18				225336	520-298AUG18	09/04/2018		M091318	220.60
						SLS-5 WW/SUNDAY COVE			
				220.60	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 640AUG18				225337	640AUG18	09/04/2018		M091318	13.23
						BRIAN DR S/BOOTH EL PANEL			
				13.23	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 983AUG18				225338	983AUG18	09/04/2018		M091318	11.35
						MILLER RD NE BEACON			
				11.35	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 067AUG18				225339	067AUG18	09/04/2018		M091318	10.42
						MADISON PARKING LOT			
				10.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL7AUG18				225340	IL7AUG18	09/04/2018		M091318	73.72
						MADISON PRJ HS TO WINSLOW II			
				73.72	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 466AUG18				225341	466AUG18	09/04/2018		M091318	10.42
						MADISON/HS RAINBRINGER			
				10.42	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 093AUG18				225342	093AUG18	09/04/2018		M091318	3,711.59
						FLETCHER BAY WELL FIELD			
				3,711.59	91411345 547100	GG-WTR-ELECTRIC			
Invoice: 444AUG18				225343	444AUG18	09/04/2018		M091318	304.11
						BI COMMONS			
				304.11	91011755 547100	GG-C/E-COMMONS-ELECTRIC			
Invoice: 461AUG18				225345	461AUG18	09/04/2018		M091318	6,343.78
						WWTP-1220 DONALD PL			
				6,343.78	91425358 547100	GG-WWTP-ELECTRIC			
Invoice: WW&305AUG18				225346	WW&305AUG18	09/04/2018		M091318	511.08
						WINSLOW WAY & 305			
				511.08	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 831AUG18				225347	831AUG18	09/04/2018		M091318	4,968.67
						SANDS AVE NE WELL FIELD			
				4,968.67	91411345 547100	GG-WTR-ELECTRIC			
Invoice: 797AUG18				225348	797AUG18	09/04/2018		M091318	111.79
						MUNI COURT - METER E3			
				111.79	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 247AUG18				225349	247AUG18	09/04/2018		M091318	12.43
						SSWM/DECANT FAC			
				12.43	91435838 547100	GG-DECANT-ELECTRIC			

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CHECK 348502 TOTAL: 5,474.60

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 39,238.10

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	7	39,238.10

*** GRAND TOTAL *** 39,238.10

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2018 9 75										
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		12,456.79		
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH			39,238.10	
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000						ACCOUNTS PAYABLE		13,026.08		
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000						ACCOUNTS PAYABLE		300.00		
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000						STREETS - ACCOUNTS PAYABLE		5,051.72		
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000						ACCOUNTS PAYABLE		8,391.08		
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000						ACCOUNTS PAYABLE		12.43		
09/13/2018	M091318	091318				AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL									39,238.10	39,238.10
APP 631-130000						DUE TO/FROM CLEARING		39,238.10		
09/13/2018	M091318	091318								
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			12,456.79	
09/13/2018	M091318	091318								
APP 401-130000						DUE TO/FROM CLEARING			13,026.08	
09/13/2018	M091318	091318								
APP 301-130000						DUE TO/FROM CLEARING			300.00	
09/13/2018	M091318	091318								
APP 101-130000						STREETS - DUE TO/FROM CLEARING			5,051.72	
09/13/2018	M091318	091318								
APP 402-130000						DUE TO/FROM CLEARING			8,391.08	
09/13/2018	M091318	091318								
APP 403-130000						DUE TO/FROM CLEARING			12.43	
09/13/2018	M091318	091318								
SYSTEM GENERATED ENTRIES TOTAL									39,238.10	39,238.10
JOURNAL 2018/09/75 TOTAL									78,476.20	78,476.20

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2018	9	75	09/13/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		12,456.79
001-213000					GENERAL - ACCOUNTS PAYABLE	12,456.79	
					FUND TOTAL	12,456.79	12,456.79
101 STREET FUND	2018	9	75	09/13/2018			
101-130000					STREETS - DUE TO/FROM CLEARING		5,051.72
101-213000					STREETS - ACCOUNTS PAYABLE	5,051.72	
					FUND TOTAL	5,051.72	5,051.72
301 CAPITAL CONSTRUCTION FUND	2018	9	75	09/13/2018			
301-130000					DUE TO/FROM CLEARING		300.00
301-213000					ACCOUNTS PAYABLE	300.00	
					FUND TOTAL	300.00	300.00
401 WATER OPERATING FUND	2018	9	75	09/13/2018			
401-130000					DUE TO/FROM CLEARING		13,026.08
401-213000					ACCOUNTS PAYABLE	13,026.08	
					FUND TOTAL	13,026.08	13,026.08
402 SEWER OPERATING FUND	2018	9	75	09/13/2018			
402-130000					DUE TO/FROM CLEARING		8,391.08
402-213000					ACCOUNTS PAYABLE	8,391.08	
					FUND TOTAL	8,391.08	8,391.08
403 STORM & SURFACE WATER FUND	2018	9	75	09/13/2018			
403-130000					DUE TO/FROM CLEARING		12.43
403-213000					ACCOUNTS PAYABLE	12.43	
					FUND TOTAL	12.43	12.43
631 CLEARING FUND	2018	9	75	09/13/2018			
631-130000					DUE TO/FROM CLEARING	39,238.10	
635-111100					CASH		39,238.10
					FUND TOTAL	39,238.10	39,238.10

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		12,456.79
101	STREET FUND		5,051.72
301	CAPITAL CONSTRUCTION FUND		300.00
401	WATER OPERATING FUND		13,026.08
402	SEWER OPERATING FUND		8,391.08
403	STORM & SURFACE WATER FUND		12.43
631	CLEARING FUND	39,238.10	
	TOTAL	39,238.10	39,238.10

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

Manual

@ 9/18/18

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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

348503 09/18/2018 PRD 4416 EAGLE HARBOUR CONDOM 225603 09/17/18 09/17/2018 M091818 21,150.00

Invoice: 09/17/18

ENG/TEMP CONSTR ESMT

21,150.00 72334951 64500000596 SR305-OLYMPIC NM-TEMP ROW

CHECK 348503 TOTAL: 21,150.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 21,150.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 21,150.00

*** GRAND TOTAL *** 21,150.00

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR	PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2018	9	159							
APP 301-213000						ACCOUNTS PAYABLE		21,150.00	
	09/18/2018	M091818	091818			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			21,150.00
	09/18/2018	M091818	091818			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								21,150.00	21,150.00
APP 631-130000						DUE TO/FROM CLEARING		21,150.00	
	09/18/2018	M091818	091818						
APP 301-130000						DUE TO/FROM CLEARING			21,150.00
	09/18/2018	M091818	091818						
SYSTEM GENERATED ENTRIES TOTAL								21,150.00	21,150.00
JOURNAL 2018/09/159 TOTAL								42,300.00	42,300.00

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2018	9	159	09/18/2018			
301-130000					DUE TO/FROM CLEARING		21,150.00
301-213000					ACCOUNTS PAYABLE	21,150.00	
					FUND TOTAL	21,150.00	21,150.00
631 CLEARING FUND	2018	9	159	09/18/2018			
631-130000					DUE TO/FROM CLEARING	21,150.00	
635-111100					CASH		21,150.00
					FUND TOTAL	21,150.00	21,150.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301 CAPITAL CONSTRUCTION FUND			21,150.00
631 CLEARING FUND		21,150.00	
	TOTAL	21,150.00	21,150.00

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

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

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

348505	09/26/2018	PRTD	7726 AIR MANAGEMENT SOLUT	225437	0001126104	08/27/2018		09/23/18	619.44
Invoice: 0001126104									
				619.44	73011189 54810000495	PW/FAN REPAIR, KG OFFICE BLDG SVCS CONTR-FAC-MAINT			
				225438	0001125872	08/11/2018		09/23/18	468.70
Invoice: 0001125872									
				468.70	73011255 54810000495	PW/WALL UNIT NOISE COMPLAINT BLDG SVCS CONTR-COURT-MAINT			
				225440	0001125969	08/29/2018		09/23/18	1,057.30
Invoice: 0001125969									
				1,057.30	73011189 54810000495	PW/COOLING TOWER SPRAY PUMP REPAIR BLDG SVCS CONTR-FAC-MAINT			
				225441	0001125890	08/11/2018		09/23/18	1,828.22
Invoice: 0001125890									
				1,828.22	73011255 54810000495	PW/REPLACE COND PUMPS BLDG SVCS CONTR-COURT-MAINT			
								CHECK 348505 TOTAL:	3,973.66
348506	09/26/2018	PRTD	863 INTERSTATE BATTERIES	225267	22054209	08/30/2018		09/23/18	128.57
Invoice: 22054209									
				128.57	73421355 531100	PW/BATTERY FOR SAKAI GENERATOR WIN COLL-SUPPLIES			
								CHECK 348506 TOTAL:	128.57
348507	09/26/2018	PRTD	8269 ALL SEASONS EVENT RE	225402	38197	08/06/2018		09/23/18	1,608.80
Invoice: 38197									
				1,608.80	31011572 531100	EX/TABLES, CHAIRS-DINNER ON STO EX-GF-OUTREACH-SUPPLIES			
				225442	38368	08/07/2018		09/23/18	339.43
Invoice: 38368									
				339.43	51011211 54500000649	POL/TABLES & CHAIRS FOR NNO NAT'L NIGHT OUT-RENTALS			
								CHECK 348507 TOTAL:	1,948.23
348508	09/26/2018	PRTD	7994 PENINSULA SERVICES	225443	86606	08/31/2018	21800008	09/23/18	64.00
Invoice: 86606									
				64.00	51011211 541100	POL/MOBILE SHREDDING PD-C/E-ADM-PROF SVCS			
				225512	86605	08/31/2018		09/23/18	32.00
Invoice: 86605									
				32.00	21011125 541100	CRT/MOBILE SHREDDING COURT - PROFESSIONAL SERVICES			
								CHECK 348508 TOTAL:	96.00
348509	09/26/2018	PRTD	8014 ALSTON, COURTNAGE &	225403	115563	08/31/2018		09/23/18	1,200.00
Invoice: 115563									
				1,200.00	72311942 64110000724	ENG/PROF SVCS HARRISON PROP PD/COURT BLDG-PROF SVCS/DESIGN			

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 348509 TOTAL: 1,200.00

348510 09/26/2018 PRD 4739 SONS OF THE AMERICAN 225405 006-A 03/26/2018 09/23/18 90.00
 Invoice: 006-A EX/AM RADIO TOWER SPACE RENTAL

90.00 31011256 54500000830 EMERG AM RADIO STATION-RENTS

Invoice: 180901

225406 180901 09/07/2018 09/23/18 90.00

EX/AM RADIO TOWER SPACE RENTAL

90.00 31011256 54500000830 EMERG AM RADIO STATION-RENTS

Invoice: 180801

225407 180801 09/07/2018 09/23/18 90.00

EX/AM RADIO TOWER SPACE RENTAL

90.00 31011256 54500000830 EMERG AM RADIO STATION-RENTS

CHECK 348510 TOTAL: 270.00

348511 09/26/2018 PRD 4710 ASSOCIATED PETROLEU 225409 1299756-IN 08/30/2018 09/23/18 253.05
 Invoice: 1299756-IN PW/60 GAL DIESEL

253.05 73638893 532000 O&M-FUEL USE-ALLOCATION

Invoice: 1299757-IN

225410 1299757-IN 08/30/2018 09/23/18 792.79

PW/276 GAL UNLEADED

792.79 73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS

Invoice: 1299313-IN

225411 1299313-IN 08/28/2018 09/23/18 292.58

PW/75 GAL DIESEL

292.58 73638893 532000 O&M-FUEL USE-ALLOCATION

Invoice: 1299314-IN

225412 1299314-IN 08/28/2018 09/23/18 1,085.60

PW/394 GAL UNLEADED

1,085.60 73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS

Invoice: 1296419-IN

225413 1296419-IN 08/23/2018 09/23/18 823.74

PW/300 GAL UNLEADED

823.74 73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS

Invoice: 1296418-IN

225414 1296418-IN 08/23/2018 09/23/18 243.90

PW/58.5 GAL DIESEL

243.90 73638893 532000 O&M-FUEL USE-ALLOCATION

Invoice: 1279520-IN

225416 1279520-IN 07/19/2018 09/23/18 818.39

PW/270 GAL DIESEL

818.39 73638893 532000 O&M-FUEL USE-ALLOCATION

Invoice: 1279521-IN

225417 1279521-IN 07/19/2018 09/23/18 765.78

PW/279.5 GAL UNLEADED

765.78 73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 348511 TOTAL:	5,075.83
348512	09/26/2018	PRTD	7821 AUS WEST LOCKBOX	225268	1990869979	08/30/2018		09/23/18	62.82
			Invoice: 1990869979			PW/LAUNDRY SERVICES			
				62.82	73638893 589310	LAUNDRY SERVICES			
			Invoice: 1990859606			08/30/2018		09/23/18	53.99
				225269	1990859606	PW/LAUNDRY SERVICES			
				53.99	73638893 589310	LAUNDRY SERVICES			
			Invoice: 1990880173			09/06/2018		09/23/18	53.99
				225418	1990880173	PW/LAUNDRY SERVICES			
				53.99	73638893 589310	LAUNDRY SERVICES			
								CHECK 348512 TOTAL:	170.80
348513	09/26/2018	PRTD	4365 AUTOMATIC FUNDS TRAN	225270	103314	08/31/2018		09/23/18	1,002.46
			Invoice: 103314			UB/STATEMENT PREP & MAIL			
				276.91	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				276.91	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				224.32	91411891 542500	GG-WTR-FAC-POSTAGE			
				224.32	91421891 542500	GG-SWR-FAC-POSTAGE			
			Invoice: BAIN1808983			08/31/2018		09/23/18	346.00
				225271	BAIN1808983	UB/PHONE & WEB PAYMENT SVCS			
				173.00	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				173.00	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
								CHECK 348513 TOTAL:	1,348.46
348514	09/26/2018	PRTD	762 ASSOCIATION OF WASHI	225419	09/2018	09/06/2018		09/23/18	748.84
			Invoice: 09/2018			BLDG/SEPT 2018 COBRA: JW			
				748.84	62011591 520000	BLDG - C/E BENEFITS			
								CHECK 348514 TOTAL:	748.84
348515	09/26/2018	PRTD	55 SOUND PUBLISHING, IN	225543	2202290	08/31/2018		09/23/18	93.75
			Invoice: 2202290			POL/CLASSIFIEDS: PROP ROOM			
				93.75	51011191 544000	PD-C/E-PROP RM-ADVERTISING			
								CHECK 348515 TOTAL:	93.75
348516	09/26/2018	PRTD	55 SOUND PUBLISHING, IN	225420	BIR823864	09/07/2018		09/23/18	36.60
			Invoice: BIR823864			CC/SUMM OF ORD 2018-31			
				36.60	11011113 544000	COUNCIL - LEGAL NOTICES			
			Invoice: BIR823543			08/31/2018		09/23/18	66.11
				225421	BIR823543				

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
Invoice: BIR823543						66.11	11011113	544000			
						CC/PH 9/11/18 SMP					
						COUNCIL - LEGAL NOTICES					
Invoice: BIR823584						225422	BIR823584		08/31/2018	09/23/18	129.86
						129.86	63470586	544000	PCD/NOA PLN51183		
						CUR-DEV-ZONING-ADV					
Invoice: BIR823590						225423	BIR823590		08/31/2018	09/23/18	76.74
						76.74	63470586	544000	PCD/NOI BLD23053		
						CUR-DEV-ZONING-ADV					
									CHECK	348516 TOTAL:	309.31
348517	09/26/2018	PRTD	55 SOUND PUBLISHING, IN	225444	7865801	08/31/2018		09/23/18	41.20		
Invoice: 7865801						41.20	33011161	544000	HR/JOB ADS: BLDG OFFICIAL		
						HR-C/E-ADVERTISING					
									CHECK	348517 TOTAL:	41.20
348518	09/26/2018	PRTD	57 BAY HAY & FEED	225272	1360139	08/29/2018		09/23/18	108.78		
Invoice: 1360139						108.78	73011189	531100	PW/GROUNDS MAINT SUPPLIES		
						O&M - C/E FACIL OFC SUPPLIES					
									CHECK	348518 TOTAL:	108.78
348519	09/26/2018	PRTD	50 BAINBRIDGE ISLAND EL	225273	20180084	08/24/2018		09/23/18	621.30		
Invoice: 20180084						621.30	73421355	548100	PW/FERNCLIFF, ISL TERRACE LIFT STATION		
						WIN COLL-R&M					
Invoice: 20180075						225274	20180075		08/24/2018	09/23/18	798.88
						798.88	73421355	548100	PW/ISLAND TERRACE PUMP STATION		
						WIN COLL-R&M					
Invoice: 20180087						225275	20180087		08/24/2018	09/23/18	568.20
						568.20	73425358	548100	PW/WWTP STARTER		
						O&M-WWTP-REPAIRS					
Invoice: 20180090						225276	20180090		08/24/2018	09/23/18	457.80
						457.80	73425358	548100	PW/WWTP FILTER		
						O&M-WWTP-REPAIRS					
									CHECK	348519 TOTAL:	2,446.18
348520	09/26/2018	PRTD	567 BAINBRIDGE ISLAND DO	225446	1109	09/06/2018		09/23/18	18,957.74		
Invoice: 1109						18,957.74	91140573	541100	Q2 2018 LTAC: MULTI-MEDIA DESTINA		
						GG-TOUR-PROF SERVICES					

CASH ACCOUNT: 635 111100 CASH

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

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									CHECK 348520 TOTAL: 18,957.74
348521	09/26/2018	PRTD	8595 BRUCE TITUS FORD, IN	225425	67074997/2	08/09/2018		09/23/18	225.41
			Invoice: 67074997/2		POL/VEH#202 CHECK ENG DX				
				225.41	53011212 548100	POLICE - C/E PATROL MAINTENANC			
									CHECK 348521 TOTAL: 225.41
348522	09/26/2018	PRTD	853 KATHRYN M CARRUTHERS	225513	09/14/18	09/14/2018		09/23/18	240.00
			Invoice: 09/14/18		CRT/4 HRS PRO TEMP				
				240.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			
									CHECK 348522 TOTAL: 240.00
348523	09/26/2018	PRTD	1820 CDW GOVERNMENT INC	225583	PBB6722	08/31/2018		09/23/18	1,961.13
			Invoice: PBB6722		IT/ANTI-VIRUS, ANTI-MALWARE SOFT SUBX MAINT				
				1,961.13	81011881 548500	IT - C/E COMPUTER SUPPORT			
									CHECK 348523 TOTAL: 1,961.13
348524	09/26/2018	PRTD	551 CENTURYLINK	225584	5996SEP18	09/07/2018		09/23/18	79.52
			Invoice: 5996SEP18		E-PHONE @ WFP DOCK				
				79.52	91011757 542100	GG-GF-WFP DOCK-PHONE			
									CHECK 348524 TOTAL: 79.52
348525	09/26/2018	PRTD	8253 CHS NORTHWEST	225426	27579/H	09/05/2018		09/23/18	912.24
			Invoice: 27579/H		PW/98 BAGS COARSE SALT				
				912.24	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
									CHECK 348525 TOTAL: 912.24
348526	09/26/2018	PRTD	8491 CHUCKALS, INC.	225277	961299-0	09/04/2018		09/23/18	152.16
			Invoice: 961299-0		CRT/OFFICE SUPPLIES				
				152.16	21011125 531100	COURT - SUPPLIES			
									CHECK 348526 TOTAL: 152.16
348527	09/26/2018	PRTD	634 CITY OF BAINBRIDGE I	225429	BLD23470	09/10/2018		09/23/18	48.16
			Invoice: BLD23470		PW/MECH PERMIT BLD23470				
				48.16	73311448 64980000811	O&M FUEL SYS CAPACITY-PERMITS			
									CHECK 348527 TOTAL: 48.16

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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									
348528	09/26/2018	PRTD	460 CITY OF BI - PETTY C	225447	POL-2018-08	08/30/2018		09/23/18	26.60
	Invoice: POL-2018-08					POL/PETTY CASH - AUG 2018			
				26.80	91011215 542500			GG-C/E-PD-POSTAGE	
				-.20	91011215 542500			GG-C/E-PD-POSTAGE	
							CHECK	348528 TOTAL:	26.60
348529	09/26/2018	PRTD	103 CITY OF BAINBRIDGE I	225427	21800163	09/10/2018		09/23/18	219.01
	Invoice: 21800163					PW/SANDS WELL H2O USAGE			
				72.48	73111290 547500			O&M-STREET-ADM OH-CITY WTR/SWR	
				80.82	73421355 547500			O&M-SWR-CITY WATER/SEWER BILL	
				35.98	73426355 547500			O&M-SIS-CITY WATER/SEWER BILLS	
				29.73	73431835 547500			O&M-SSWM MAINT-CITY WTR/SWR	
							CHECK	348529 TOTAL:	219.01
348530	09/26/2018	PRTD	104 CITY OF BREMERTON	225585	BKAT000445	09/04/2018		09/23/18	2,750.00
	Invoice: BKAT000445					IT/BKAT-SEPT 2018			
				2,750.00	81011881 542420			IT-C/E-TELEVISTED COUNCIL MEET	
							CHECK	348530 TOTAL:	2,750.00
348531	09/26/2018	PRTD	7870 CLASSIC CYCLE, INC	225449	6162	08/04/2018		09/23/18	101.91
	Invoice: 6162					POL/BIKE REPAIR: FASTAIA			
				101.91	53011212 548100			POLICE - C/E PATROL MAINTENANC	
				225450	6291	09/05/2018		09/23/18	98.09
	Invoice: 6291					POL/BIKE REPAIR: NORTON			
				98.09	53011212 548100			POLICE - C/E PATROL MAINTENANC	
							CHECK	348531 TOTAL:	200.00
348532	09/26/2018	PRTD	9036 CLOSE, OUTI	225244	71934	09/07/2018		09/23/18	202.34
	Invoice: 71934					UB 11988 693 KLICKITAT PLACE NE			
				202.34	411 122100			WATER ACCOUNTS RECEIVABLE	
							CHECK	348532 TOTAL:	202.34
348533	09/26/2018	PRTD	9035 CLUCAS, CAROLINE R.	225243	71933	09/07/2018		09/23/18	41.44
	Invoice: 71933					UB 11154 1047 AARON AVENUE NE			
				41.44	411 122100			WATER ACCOUNTS RECEIVABLE	
							CHECK	348533 TOTAL:	41.44

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CASH ACCOUNT: 635 111100 CASH

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INVOICE DTL DESC

348534 09/26/2018 PRD 8111 COMMUNITY SOLAR SOLU 225430 AUG18 09/04/2018 09/23/18 494.00
 Invoice: AUG18
 494.00 91011189 54500000627 CH SOLAR-NET METERING PYMTS
 CHECK 348534 TOTAL: 494.00

348535 09/26/2018 PRD 4950 CORRECT EQUIPMENT IN 225451 37703 07/25/2018 21800027 09/23/18 2,989.33
 Invoice: 37703
 2,989.33 73426355 54810000562 2018 GRINDER PUM INSP & MX
 GRINDER PUMP MAINT CONTRACT
 225452 37743 07/30/2018 21800027 09/23/18 2,921.20
 Invoice: 37743
 2,921.20 73426355 54810000562 2018 GRINDER PUM INSP & MX
 GRINDER PUMP MAINT CONTRACT
 225453 37817 08/07/2018 21800027 09/23/18 749.38
 Invoice: 37817
 749.38 73426355 54810000562 2018 GRINDER PUM INSP & MX
 GRINDER PUMP MAINT CONTRACT
 CHECK 348535 TOTAL: 6,659.91

348536 09/26/2018 PRD 6363 LN CURTIS & SONS 225544 INV203049 07/26/2018 09/23/18 49.73
 Invoice: INV203049
 49.73 53011212 520000 POL/HANDCUFF POUCH: BUONVINO
 POLICE - C/E PATROL BENEFITS
 225545 CM12387 09/05/2018 09/23/18 -23.98
 Invoice: CM12387
 -23.98 53011212 520000 POL/CREDIT ON CUFF POUCH
 POLICE - C/E PATROL BENEFITS
 CHECK 348536 TOTAL: 25.75

348537 09/26/2018 PRD 5773 DATEC INC 225454 33832 08/28/2018 09/23/18 130.80
 Invoice: 33832
 130.80 73638594 66400000901 PW/ADAPTER PLATE
 NEW ENG LIGHT DUTY P/U-VEH
 225455 33809 08/10/2018 09/23/18 348.80
 Invoice: 33809
 348.80 73638594 66400000901 PW/LAPTOP MOUNT
 NEW ENG LIGHT DUTY P/U-VEH
 CHECK 348537 TOTAL: 479.60

348538 09/26/2018 PRD 9037 DOWNES, KEN 225245 71935 09/07/2018 09/23/18 162.77
 Invoice: 71935
 162.77 411 122100 UB 12971 736 FERRYVIEW LANE NE
 WATER ACCOUNTS RECEIVABLE
 CHECK 348538 TOTAL: 162.77

CASH ACCOUNT: 635 111100 CASH

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

348539	09/26/2018	PRTD	7144 DTMICRO, INC	225278	4004	08/15/2018		09/23/18	136.25
	Invoice: 4004					IT/POL NETWORK CONNECT W/ KC SEPT 2018			
				136.25	91011215 542100	GG-C/E-PD-PHONE			
						CHECK	348539	TOTAL:	136.25
348540	09/26/2018	PRTD	8996 EDINGER ASSOCIATES P	225431	5419	09/11/2018		09/23/18	637.50
	Invoice: 5419					LEGAL/GENERAL FCC MATTERS			
				637.50	32011152 541111	LGL-GF-LIT-BUDGET HOLD ONLY			
						CHECK	348540	TOTAL:	637.50
348541	09/26/2018	PRTD	7510 EXPERIAN	225457	CD1905002060	08/31/2018	21800001	09/23/18	92.65
	Invoice: CD1905002060					POL/INFORMATION SERVICES			
				92.65	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
						CHECK	348541	TOTAL:	92.65
348542	09/26/2018	PRTD	5781 EXTERMINATION SERVIC	225432	30449	08/31/2018		09/23/18	90.47
	Invoice: 30449					PW/AUG 2018 EXTERMINATION SERVICES			
				90.47	73011215 548100	O&M-C/E-POLICE FAC-REPAIRS			
						CHECK	348542	TOTAL:	90.47
348543	09/26/2018	PRTD	212 FABRICARE 02 - PLANT	225458	AUG 2018	09/02/2018		09/23/18	331.62
	Invoice: AUG 2018					POL/LAUNDRY SERVICE			
				64.26	51011211 520000	PD-C/E ADMIN-BENEFITS			
				165.46	52011212 520000	POLICE - C/E INVEST BENEFITS			
				101.90	53011212 520000	POLICE - C/E PATROL BENEFITS.			
						CHECK	348543	TOTAL:	331.62
348544	09/26/2018	PRTD	7438 CHARLES G. GLACKEN	225459	10	09/07/2018		09/23/18	275.00
	Invoice: 10					POL/BACKGROUNDS: LEDBETTER			
				275.00	52011212 443410	POLICE - C/E INVEST TRAINING			
						CHECK	348544	TOTAL:	275.00
348545	09/26/2018	PRTD	6765 GREY CHEVROLET	225462	6076699/1	09/10/2018		09/23/18	1,273.28
	Invoice: 6076699/1					POL/VEH #224 REPAIR, INSPECTION			
				1,273.28	53011212 548100	POLICE - C/E PATROL MAINTENANC			
						CHECK	348545	TOTAL:	1,273.28

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CASH ACCOUNT: 635 111100 CASH

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

348553	09/26/2018	PRTD	333 KITSAP COUNTY AUDITO	225466	411785	08/03/2018		09/23/18	38.00
	Invoice: 411785					EXCC/LID 20 RELEASE 201808030137			
				38.00	36426143 551000	CLERK-SIS-RECORDING			
							CHECK	348553 TOTAL:	38.00
348554	09/26/2018	PRTD	338 KITSAP COUNTY SHERIF	225546	JUL18	07/31/2018		09/23/18	2,144.38
	Invoice: JUL18					POL/PRISONER BOARD			
				2,144.38	51011236 551000	POLICE - C/E PRISONER DETENT'N			
							CHECK	348554 TOTAL:	2,144.38
348555	09/26/2018	PRTD	1505 KITSAP COUNTY TREASU	225467	AUG18	08/31/2018		09/23/18	110.52
	Invoice: AUG18					KC OUT COURT REMIT AUG 2018			
				82.52	41612860 586000	CRIME VICTIMS-OUT			
				28.00	41613860 586000	COUNTY LAW LIB - DISB OUT			
							CHECK	348555 TOTAL:	110.52
348556	09/26/2018	PRTD	1971 KELLEY IMAGING SYSTE	225472	IN432715	09/06/2018		09/23/18	876.11
	Invoice: IN432715					ENG/CT13607-01 CONTRACT OVERAGES			
				876.11	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
				225515	IN433098	09/07/2018		09/23/18	46.08
	Invoice: IN433098					CRT/CT13879-01 CONTRACT OVERAGES			
				46.08	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	348556 TOTAL:	922.19
348557	09/26/2018	PRTD	1971 KELLEY IMAGING SYSTE	225469	23346282	09/11/2018		09/23/18	239.26
	Invoice: 23346282					PCD/E-STUDIO4555C COPIER LEASE			
				239.26	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
				225471	23293552	09/03/2018	21800009	09/23/18	279.04
	Invoice: 23293552					POL/4555C COPIER LEASE			
				279.04	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK	348557 TOTAL:	518.30
348558	09/26/2018	PRTD	8114 KENYON DISEND, PLLC	225473	187545	08/31/2018		09/23/18	3,376.50
	Invoice: 187545					LEGAL/RICH PERMITTING			
				3,376.50	32470152 54111100775	LIT-RICH PERMITTING			
							CHECK	348558 TOTAL:	3,376.50

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348559 09/26/2018 PRD 1010 PAUL L KING 225474 51014 08/28/2018 09/23/18 670.30
 Invoice: 51014 PW/COURT LOCK INSTALL
 670.30 73011255 548100 O&M-C/E-COURT FAC-REPAIRS
 CHECK 348559 TOTAL: 670.30

348560 09/26/2018 VOID 8546 KITSAP 911 PUBLIC AU 225474 51014 08/28/2018 09/23/18 670.30
 Invoice: **VOID** *incorrect PO. -> incorrect vendor
 VOID, will add to next reg. run*
 CHECK 348560 TOTAL: .00

348561 09/26/2018 PRD 579 KITSAP SUN 225477 2082304 08/31/2018 09/23/18 75.57
 Invoice: 2082304 ENG/NTC WFPARK BRIDGE REPAIR
 75.57 72011262 54400000778 WFP BRIDGE REDECKING-ADV
 CHECK 348561 TOTAL: 75.57

348562 09/26/2018 PRD 579 KITSAP SUN 225475 1928978 08/31/2018 09/23/18 52.93
 Invoice: 1928978 POL/NNO AD, AUG 3
 52.93 51011211 54400000649 NAT'L NIGHT OUT-ADVERTISING
 CHECK 348562 TOTAL: 52.93

348563 09/26/2018 PRD 9032 KLEIN, WILLIAM H 225240 71930 09/07/2018 09/23/18 686.16
 Invoice: 71930 UB 11747 8551 HANSEN ROAD NE
 686.16 411 122100 WATER ACCOUNTS RECEIVABLE
 CHECK 348563 TOTAL: 686.16

348564 09/26/2018 PRD 9030 KOPPANG, CURTIS 225236 71926 09/07/2018 09/23/18 46.80
 Invoice: 71926 UB 12870 9165 BURLINGAME COURT NE
 46.80 411 122100 WATER ACCOUNTS RECEIVABLE
 CHECK 348564 TOTAL: 46.80

348565 09/26/2018 PRD 7984 LAW ENFORCEMENT TECH 225547 1014497717-2018 07/31/2018 09/23/18 47.00
 Invoice: 1014497717-2018 POL/ANNUAL SUBX
 47.00 51011211 549100 PD-C/E-ADM-DUES/SUBCR/MEMBRSH
 CHECK 348565 TOTAL: 47.00

348566 09/26/2018 PRD 5011 LEXISNEXIS RISK SOLU 225478 1272084-20180831 08/31/2018 21800010 09/23/18 54.50
 Invoice: 1272084-20180831 POL/INFORMATION SERVICES
 54.50 52011212 549100 PD-C/E-INV-DUES/SUBSCR/MEMBRSH

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

VOUCHER INVOICE

INV DATE PO

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 348566 TOTAL:	54.50
348567	09/26/2018	PRTD	163 DENNIS MARTIN	225481	07/08-2018	08/30/2018		09/23/18	268.00
	Invoice: 07/08-2018							LEOFF1 FOR JUL & AUG 2018	
				268.00	91029211 521500			POLICE - INS ADD MEDICAL COSTS	
								CHECK 348567 TOTAL:	268.00
348568	09/26/2018	PRTD	493 MODERN COLLISION REB	225482	15624	03/08/2018		09/23/18	213.64
	Invoice: 15624							POL/VEH 212 REPAIR	
				213.64	53011212 548100			POLICE - C/E PATROL MAINTENANC	
								CHECK 348568 TOTAL:	213.64
348569	09/26/2018	PRTD	2574 NATIONAL BARRICADE C	225374	277910	08/27/2018		09/23/18	1,418.05
	Invoice: 277910							PW/SIGNS	
				994.58	990 141100			MERCHANDISE	
				423.47	73111264 531100			O&M-STREET-TRAF CONTROL-SUPPLY	
				225375	277909	08/27/2018		09/23/18	1,109.58
	Invoice: 277909							PW/SIGNS, EPOXY	
				977.14	990 141100			MERCHANDISE	
				132.44	73111264 531100			O&M-STREET-TRAF CONTROL-SUPPLY	
								CHECK 348569 TOTAL:	2,527.63
348570	09/26/2018	PRTD	7608 NAT'L TACTICAL OFFIC	225483	09-04-18	09/04/2018		09/23/18	40.00
	Invoice: 09-04-18							POL/ANNUAL DUES: TOVAR	
				40.00	53011212 549100			PD-C/E-PATROL-DUES/SUBCR/MEMBER	
								CHECK 348570 TOTAL:	40.00
348571	09/26/2018	PRTD	4111 OLYMPIC SPRINGS INC	225484	310926	08/31/2018	21800012	09/23/18	97.51
	Invoice: 310926							POL/PURIFIED WATER	
				97.51	51011215 531100			POLICE - C/E FACIL SUPPLIES	
								CHECK 348571 TOTAL:	97.51
348572	09/26/2018	PRTD	7925 OMNIPARK, INC	225485	111628	09/04/2018	21800006	09/23/18	379.32
	Invoice: 111628							POL/PARKING SYSTEM SUPPORT	
				379.32	51011215 548500			POLICE - C/E FACIL COMP MAINT	
								CHECK 348572 TOTAL:	379.32

CASH ACCOUNT: 635 111100 CASH

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

348573	09/26/2018	PRTD	8286 SUPERINTENDENT OF P	225487	14335	08/28/2018		09/23/18	258.00
	Invoice: 14335					POL/FINGERPRINTING			
				258.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
				225488	14373	09/05/2018		09/23/18	129.00
	Invoice: 14373					POL/FINGERPRINTING			
				129.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
				225489	14376	09/06/2018		09/23/18	86.00
	Invoice: 14376					POL/FINGERPRINTING			
				86.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
				225490	14385	09/07/2018		09/23/18	43.00
	Invoice: 14385					POL/FINGERPRINTING			
				43.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
				225548	14390	09/10/2018		09/23/18	215.00
	Invoice: 14390					POL/FINGERPRINTING			
				215.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
				225549	14368	09/04/2018		09/23/18	43.00
	Invoice: 14368					POL/FINGERPRINTING			
				43.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
				225550	14356	09/04/2018		09/23/18	172.00
	Invoice: 14356					POL/FINGERPRINTING			
				172.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
						CHECK	348573	TOTAL:	946.00
348574	09/26/2018	PRTD	420 PITNEY BOWES INC	225491	3306938514	09/01/2018		09/23/18	1,036.08
	Invoice: 3306938514					FIN/POSTAGE MACHINE LEASE			
				1,036.08	44011141 545000	RENTS & LEASES - OPERATING			
						CHECK	348574	TOTAL:	1,036.08
348575	09/26/2018	PRTD	8820 MAGDALENA A. PRATT	225376	50-17	08/21/2018		09/23/18	652.50
	Invoice: 50-17					LEGAL/SAPO CASE #50-17			
				652.50	32011281 541113	LGL-PUBLIC DEFENDER			
						CHECK	348575	TOTAL:	652.50
348576	09/26/2018	PRTD	360 PROBUILD COMPANY LLC	225378	1718621	08/27/2018		09/23/18	11.22
	Invoice: 1718621					PW/SIGN SUPPLIES			
				11.22	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
				225492	1719405	08/31/2018		09/23/18	65.33
	Invoice: 1719405					PW/LUMBER			

CASH ACCOUNT: 635			111100 CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
									437.50
									CHECK 348580 TOTAL:
348581	09/26/2018	PRTD	8654 RAUL AGUIRRE	225380	82018	08/20/2018		09/23/18	110.00
			Invoice: 82018			CRT/VIDEO HEARING INTERPRETATION SVCS			
				110.00	21011125	541230	COURT - INTERPRETER		
									CHECK 348581 TOTAL:
									110.00
348582	09/26/2018	PRTD	7801 REDSIDE CONSTRUCTION	225503	613987	09/12/2018		09/23/18	7,100.00
			Invoice: 613987			BID PROPOSAL DEP REFUND			
				7,100.00	62138	386000	PLANS DEPOSIT-NON-REVEN		
									CHECK 348582 TOTAL:
									7,100.00
348583	09/26/2018	PRTD	6685 REGIONAL DISPOSAL CO	225504	0000153893	08/15/2018	21800022	09/23/18	3,978.37
			Invoice: 0000153893			BIOSOLIDS DISPOSAL			
				3,978.37	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL		
				225505	0000154030		08/31/2018	21800022	09/23/18
			Invoice: 0000154030			BIOSOLIDS DISPOSAL			9,113.62
				9,113.62	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL		
									CHECK 348583 TOTAL:
									13,091.99
348584	09/26/2018	PRTD	8745 RELIABLE STORAGE BAI	225506	28623	09/01/2018	21800004	09/23/18	213.00
			Invoice: 28623			POL/STORAGE UNIT RENTAL C34			
				213.00	53011212	545000	POLICE - C/E PATROL RENTS		
									CHECK 348584 TOTAL:
									213.00
348585	09/26/2018	PRTD	6180 SCE INC	225516	1751-A	06/01/2018	21600008	09/23/18	1,282.80
			Invoice: 1751-A			WINSLOW WAY DSGN PRMT-SUPPPORT			
				1,282.80	72334438	64110000776	WINSLOW RAVINE OUTFALL-PRO SVC		
									CHECK 348585 TOTAL:
									1,282.80
348586	09/26/2018	PRTD	7385 CHARLES P. SHANE	225381	001945	08/27/2018		09/23/18	18.75
			Invoice: 001945			LEGAL/PUB DEF SVCS			
				18.75	32011281	541113	LGL-PUBLIC DEFENDER		
									CHECK 348586 TOTAL:
									18.75
348587	09/26/2018	PRTD	9040 SHORELINE SOLUTIONS	225382	PLN50901 SSDPA	09/07/2018		09/23/18	900.00
			Invoice: PLN50901 SSDPA			REFUND FOR PERMIT ERROR			
				900.00	47047	345890	OTHER PLANNING/DEVELOPM		

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 348587 TOTAL:	900.00
348588	09/26/2018	PRTD	2035 SIX ROBBLEES INC	225383	2-688734	07/23/2018		09/23/18	340.21
			Invoice: 2-688734					PW/LED BEACONS	
				340.21	990 141100			MERCHANDISE	
								CHECK 348588 TOTAL:	340.21
348589	09/26/2018	PRTD	7945 SKELTON, RICK & LISA	225239	71929	09/07/2018		09/23/18	8.81
			Invoice: 71929					UB 10401 560 WOOD AVENUE SW	
				8.81	411 122100			WATER ACCOUNTS RECEIVABLE	
								CHECK 348589 TOTAL:	8.81
348590	09/26/2018	PRTD	7173 SKILLINGS CONNOLLY I	225517	11347	09/04/2018		09/23/18	6,929.85
			Invoice: 11347					SPORTSMAN CLUB & NEW BROOKLYN	
				6,929.85	72321953 64110000715			SP CLUB/NB INTERSECTN-DESIGN	
				225518	11350	09/04/2018	21600086	09/23/18	879.64
			Invoice: 11350					MILLER RD TOLO-PETERSON HILL	
				879.64	72334562 64110000800			C40-MILLER RD-ENG/DESIGN	
								CHECK 348590 TOTAL:	7,809.49
348591	09/26/2018	PRTD	8129 SMARSH INC	225586	INV00399971	08/31/2018		09/23/18	639.50
			Invoice: INV00399971					IT/TEXT & SOC MEDIA ARCHIVE AUG 2018	
				639.50	81011881 548500			IT - C/E COMPUTER SUPPORT	
								CHECK 348591 TOTAL:	639.50
348592	09/26/2018	PRTD	8855 SOUND LAW CENTER	225587	2142	09/03/2018		09/23/18	7,980.00
			Invoice: 2142					HEX/DISPUTE RESOLUTION SVCS	
				752.50	34470586 54111000950			HEX-BEIERLE APPEAL	
				2,905.00	34470586 54111000951			HEX-INHABIT LLC	
				2,712.50	34470586 54111000958			HEX-CALLAHAN ET AL APPEAL	
				1,610.00	34470586 541110			HEX - DEV HEARING EX & PRO TEM	
								CHECK 348592 TOTAL:	7,980.00
348593	09/26/2018	PRTD	601 SOUND REPROGRAPHICS	225551	65647	09/14/2018		09/23/18	146.71
			Invoice: 65647					POI/FORGIVENESS TICKETS	
				146.71	51011217 531100			PD-C/E-PARKING ENF-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 NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									CHECK 348593 TOTAL: 146.71
348594	09/26/2018	PRTD	7193 EVERGREEN BOAT TRANS	225552	09-2018	08/31/2018		09/23/18	320.00
			Invoice: 09-2018				POL/H-09 SEPT MARSHALLS ISLAND		
				320.00	55011757	54110000159	PD-DERELICT VES-DISPOSAL SVCS		
									CHECK 348594 TOTAL: 320.00
348595	09/26/2018	PRTD	8132 SPECTRA LABORATORIES	225520	18-06946	09/06/2018		09/23/18	38.64
			Invoice: 18-06946				PW/PW ECOLI TESTING		
				38.64	73411345	54110000391	LAB SVCS-WATER		
348595	09/26/2018	PRTD	8132 SPECTRA LABORATORIES	225521	18-06700	08/30/2018		09/23/18	38.64
			Invoice: 18-06700				PW/WINWTR ECOLI TESTING		
				38.64	73411345	54110000391	LAB SVCS-WATER		
									CHECK 348595 TOTAL: 77.28
348596	09/26/2018	PRTD	2467 STAPLES	225522	3389147638	09/01/2018		09/23/18	79.40
			Invoice: 3389147638				PCD/PENS, PAPER		
				79.40	61011581	531100	PCD - C/E ADMIN SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225523	3389147640	09/01/2018		09/23/18	42.72
			Invoice: 3389147640				PCD/CHAIR MATS		
				42.72	62471591	531100	BLDG - BLDG OFFICE SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225524	3389147642	09/01/2018		09/23/18	42.72
			Invoice: 3389147642				PCD/CHAIR MATS		
				42.72	61011581	531100	PCD - C/E ADMIN SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225525	3389147645	09/01/2018		09/23/18	4.51
			Invoice: 3389147645				PCD/FOLDERS		
				4.51	61011581	531100	PCD - C/E ADMIN SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225526	3389147646	09/01/2018		09/23/18	194.00
			Invoice: 3389147646				PCD/FOLDERS, PAPER, LYSOL WIPES		
				194.00	61011581	531100	PCD - C/E ADMIN SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225527	3389147582	09/01/2018		09/23/18	602.67
			Invoice: 3389147582				PW/OFFICE SUPPLIES		
				602.67	73637891	531100	OFFICE SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225528	3389147431	09/01/2018		09/23/18	105.32
			Invoice: 3389147431				FIN/TONER, DESK MAT		
				105.32	41011141	531100	FIN - C/E ADMIN SUPPLIES		
348596	09/26/2018	PRTD	2467 STAPLES	225529	3389147429	09/01/2018		09/23/18	125.68
			Invoice: 3389147429				EX, LEGAL, FIN/OFFICE SUPPLIES		
				19.74	31011131	531100	EX-GF-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 NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 348599 TOTAL:	177.92
348600	09/26/2018	PRTD	8244 SUPPLYWORKS	225539	452937923	08/28/2018		09/23/18	2,251.02
			Invoice: 452937923					PW/CLEANING SUPPLIES	
				2,251.02	73637948 531100			O&M ALLOC-CITY WIDE SUPPLIES	
								CHECK 348600 TOTAL:	2,251.02
348601	09/26/2018	PRTD	4271 JOHN SUTTON	225540	75466	08/28/2018		09/23/18	759.20
			Invoice: 75466					LEOFF1 REIMBURSEMENT	
				759.20	91029211 521500			POLICE - INS ADD MEDICAL COSTS	
								CHECK 348601 TOTAL:	759.20
348602	09/26/2018	PRTD	4819 THOMSON REUTERS - WE	225588	838862365	09/01/2018		09/23/18	531.62
			Invoice: 838862365					LEGAL/AUG 2018 INFORMATION CHARGES	
				531.62	32011152 549100			LGL-GF-DUES & SUBSCRIPTIONS	
								CHECK 348602 TOTAL:	531.62
348603	09/26/2018	PRTD	8243 CRANE & CRANE HOLDIN	225553	30885	08/31/2018		09/23/18	185.00
			Invoice: 30885					PW/AUGUST YARD WASTE	
				95.00	91011189 547900			GG-C/E-CITY HALL-GARBAGE	
				80.00	91011768 547900			GG-C/E-PARKS-GARBAGE	
				10.00	91021182 547900			O&M-OPEN SPACE MAINT-GARBAGE	
								CHECK 348603 TOTAL:	185.00
348604	09/26/2018	PRTD	6714 TOSHIBA FINANCIAL SE	225554	23293551	09/03/2018		09/23/18	273.60
			Invoice: 23293551					PW/E-STUDIO4555C COPIER LEASE	
				273.60	73637891 545000			RENTS & LEASES - OPERATING	
				225555	23346281	09/11/2018		09/23/18	353.16
			Invoice: 23346281					PCD/E-STUDIO6560C COPIER LEASE	
				353.16	61470581 545000			PCD - DEV ADMIN RENTS & LEASES	
								CHECK 348604 TOTAL:	626.76
348605	09/26/2018	PRTD	6673 TRI-TECH FORENSICS I	225556	163160	09/05/2018		09/23/18	122.00
			Invoice: 163160					POL/SPECIMEN KITS	
				36.60	52011212 531100			POLICE - C/E INVEST SUPPLIES	
				85.40	53011212 531100			PD-C/E-PATROL SUPPLIES	

CASH ACCOUNT: 635 111100 CASH			VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL DESC			
						CHECK	348605 TOTAL:	122.00
348606	09/26/2018	PRTD 4929 TYLER TECHNOLOGIES I	225385	045-236229	08/22/2018		09/23/18	640.00
		Invoice: 045-236229			IT/EXECUTIME IMPLIMENTATION			
			640.00	81011881 541100	IT - C/E PROF SERVICES			
						CHECK	348606 TOTAL:	640.00
348607	09/26/2018	PRTD 6088 ULINE SHIPPING SUPPL	225558	100892071	09/04/2018		09/23/18	277.71
		Invoice: 100892071			POL/EVIDENCE BAGS			
			83.32	52011212 531100	POLICE - C/E INVEST SUPPLIES			
			194.39	53011212 531100	PD-C/E-PATROL SUPPLIES			
			225559	100910681	09/04/2018		09/23/18	62.81
		Invoice: 100910681			PW/RESTROOM SIGNS			
			62.81	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
						CHECK	348607 TOTAL:	340.52
348608	09/26/2018	PRTD 1152 USA BLUE BOOK	225561	670516	08/30/2018		09/23/18	93.11
		Invoice: 670516			PW/EVAP DISHES			
			93.11	73425358 531100	O&M-WWTP-SUPPLIES			
			225562	664978	08/24/2018		09/23/18	287.97
		Invoice: 664978			PW/BUFFERS, BOD, GLASS FIBER			
			287.97	73425358 531100	O&M-WWTP-SUPPLIES			
						CHECK	348608 TOTAL:	381.08
348609	09/26/2018	PRTD 553 UTILITIES UNDERGROUN	225563	8080126	08/31/2018		09/23/18	220.59
		Invoice: 8080126			PW/EXCAVATION NOTICES			
			220.59	73637893 54110000393	O&M ALLOC-LOCATING SVCS			
						CHECK	348609 TOTAL:	220.59
348610	09/26/2018	PRTD 9034 VANCURA, CLIFF	225242	71932	09/07/2018		09/23/18	180.39
		Invoice: 71932			UB 10959 312 FERNCLIFF AVENUE NE			
			180.39	411 122100	WATER ACCOUNTS RECEIVABLE			
						CHECK	348610 TOTAL:	180.39
348611	09/26/2018	PRTD 1485 VERIZON WIRELESS-VSA	225566	180209687	08/30/2018		09/23/18	50.00
		Invoice: 180209687			POL/CELL PHONE DATA LOCK			
			50.00	52011212 541100	POLICE - C/E INVEST 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 NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 348611 TOTAL:	50.00
348612	09/26/2018	PRTD	167 WA ST DEPT OF ECOLOG	225567	2019-WAR045503	08/27/2018		09/23/18	19,768.82
			Invoice: 2019-WAR045503					2019 MUNICIPAL STORMWATER PH2 PERMIT	
				19,768.82	91431383 54980000278	NPDES PERMIT-SSWM			
								CHECK 348612 TOTAL:	19,768.82
348613	09/26/2018	PRTD	167 WA ST DEPT OF ECOLOG	225568	03576	08/29/2018		09/23/18	125.00
			Invoice: 03576					PCD/REGISTRATION: DG	
				125.00	63011586 443410	CUR - C/E TRAINING TRAVEL			
								CHECK 348613 TOTAL:	125.00
348614	09/26/2018	PRTD	7420 WA ST DEPT OF ENTERP	225572	73178694	08/27/2018		09/23/18	54.72
			Invoice: 73178694					POL/MIRANDA CARDSX50	
				16.42	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				38.30	53011212 531100	PD-C/E-PATROL SUPPLIES			
				225575	71123866	08/24/2018		09/23/18	1,075.00
			Invoice: 71123866					ENG/GIS CLASS: CB	
				1,075.00	72431832 44341000664	ST DOE GRANT TRAINING			
								CHECK 348614 TOTAL:	1,129.72
348615	09/26/2018	PRTD	4104 WA ST FERRIES	225386	RK316927	08/31/2018		09/23/18	140.70
			Invoice: RK316927					AUG18 WAVE2GO FERRY CHARGES	
				53.40	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
				49.90	72011321 543100	ENG - C/E ADMIN TRAVEL EXPENSE			
				37.40	73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
								CHECK 348615 TOTAL:	140.70
348616	09/26/2018	PRTD	952 WASHINGTON STATE PAT	225388	I19001405	09/06/2018		09/23/18	132.00
			Invoice: I19001405					FIN/AUG 2018 BACKGROUND CHECKS	
				132.00	41654861 586100	AGENCY DISBURSEMENTS			
								CHECK 348616 TOTAL:	132.00
348617	09/26/2018	PRTD	2251 WA ST TREASURER	225573	AUG18-SBCC	08/31/2018		09/23/18	253.00
			Invoice: AUG18-SBCC					STATE OUT COURT REMIT SBCC AUG 2018	
				253.00	41652860 586000	SBCC BLDG.-OUT			
				225574	AUG18	08/31/2018		09/23/18	5,521.03
			Invoice: AUG18					STATE OUT COURT REMIT AUG 2018	
				2,040.61	41611860 586000	PSEA 60% OUT			

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				1,092.74	41610860 586000				
				75.46	41619860 586000				
				444.26	41616860 586000				
				88.71	41616860 586000				
				1,325.88	41614860 586000				
				48.86	41617860 586000				
				222.23	41618860 586000				
				36.12	41618860 586000				
				19.15	41618860 586000				
				108.96	41618860 586000				
				18.05	41615860 586961				

CHECK 348617 TOTAL: 5,774.03

348618	09/26/2018	PRTD	7551 WASHINGTON TRACTOR I	225577	1598281	06/19/2018		09/23/18	655.48
			Invoice: 1598281						
				655.48	73637958 548100				

CHECK 348618 TOTAL: 655.48

348619	09/26/2018	PRTD	5709 WEBCHECK INC	225390	6074	09/04/2018		09/23/18	277.95
			Invoice: 6074						
				138.97	43411341 541100				
				138.98	43421351 541100				

CHECK 348619 TOTAL: 277.95

348620	09/26/2018	PRTD	6313 WEILAND, BRUCE P	225237	71927	09/07/2018		09/23/18	55.84
			Invoice: 71927						
				5.39	411 122100				
				21.46	411 122100				
				21.35	421 122100				
				7.64	421 122100				

CHECK 348620 TOTAL: 55.84

348621	09/26/2018	PRTD	8390 WEST HILLS FORD MAZD	225578	105624	08/20/2018		09/23/18	101.94
			Invoice: 105624						
				101.94	53011212 531100				
				225579	105573	08/17/2018		09/23/18	143.96
			Invoice: 105573						
				143.96	53011212 531100				

CHECK 348621 TOTAL: 245.90

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
348622	09/26/2018	PRTD	499 WESTBAY AUTO PARTS I	225392	389552	08/30/2018		09/23/18	28.60
Invoice: 389552									
				15.97	990 141100				
				6.31	73111423 531100				
				6.32	73111427 531100				
PW/OIL & AIR FILTERS, RECHARGER KIT									
MERCHANDISE									
OFFICE SUPPLIES									
OFFICE SUPPLIES									
				225393	385398	08/15/2018		09/23/18	85.88
Invoice: 385398									
				3.93	990 141100				
				81.95	73638935 531100				
PW/BLEUE DEF, OIL FILTER									
MERCHANDISE									
O&M-STD ALLOCATION-SUPPLIES									
				225589	391355	09/07/2018		09/23/18	23.87
Invoice: 391355									
				23.87	73011768 531100				
PW/TARP FASTENERS									
O&M-C/E-PARKS-SUPPLIES									
				225590	391113	09/06/2018		09/23/18	158.38
Invoice: 391113									
				158.38	73011321 531100				
PW/BRAKES VEH #76									
O&M-C/E-ENG VEH WORK-SUPPLIES									
				225591	390761	09/05/2018		09/23/18	78.89
Invoice: 390761									
				78.89	73011321 531100				
PW/STABILIZER VEH#76									
O&M-C/E-ENG VEH WORK-SUPPLIES									
				225592	390740	09/05/2018		09/23/18	245.75
Invoice: 390740									
				245.75	73011321 531100				
PW/BRAKES & BRAKE SUPPLIES VEH 76									
O&M-C/E-ENG VEH WORK-SUPPLIES									
				225593	390441	09/04/2018		09/23/18	181.70
Invoice: 390441									
				181.70	73011321 531100				
PW/#76 PREV MAINT									
O&M-C/E-ENG VEH WORK-SUPPLIES									
				225595	384845	08/13/2018		09/23/18	34.64
Invoice: 384845									
				28.64	73638935 531100				
				6.00	73111427 531100				
PW/STARTER SOLENOIDS (2)									
O&M-STD ALLOCATION-SUPPLIES									
OFFICE SUPPLIES									
				225596	383602	08/08/2018		09/23/18	23.87
Invoice: 383602									
				23.87	990 141100				
PW/OIL FILTER									
MERCHANDISE									
				225597	379857	07/25/2018		09/23/18	42.03
Invoice: 379857									
				42.03	990 141100				
PW/FUEL FILTERS									
MERCHANDISE									
				225598	385248	08/14/2018		09/23/18	29.07
Invoice: 385248									
				23.14	990 141100				
				5.93	53011212 531100				
PW/MIRROR (VEH244), OIL FILTERS									
MERCHANDISE									
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 348622 TOTAL: 932.68

348623 09/26/2018 PRD 9039 WINSLOW ART CENTER 225582 09/08/18 09/08/2018 09/23/18 150.00
 Invoice: 09/08/18 FIN/DAMAGE DEPOSIT REFUND
 150.00 41625860 586000 SC/COMMONS ROOM DEP-DISBURSEME

CHECK 348623 TOTAL: 150.00

348624 09/26/2018 PRD 2607 ZEE MEDICAL SERVICE 225599 68365416 09/07/2018 09/23/18 175.18
 Invoice: 68365416 CRT/FIRST AID SUPPLY RESTOCK
 175.18 21011125 531100 COURT - SUPPLIES

CHECK 348624 TOTAL: 175.18

348625 09/26/2018 PRD 9041 BAINBRIDGE BUILDING, 225434 72110 09/13/2018 09/23/18 371.28
 Invoice: 72110 UB 10577 600 ERICKSEN AVENUE NE
 371.28 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 348625 TOTAL: 371.28

NUMBER OF CHECKS 122 *** CASH ACCOUNT TOTAL *** 165,333.88

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	121	165,333.88
TOTAL VOIDED CHECKS	1	.00

*** GRAND TOTAL *** 165,333.88

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2018	9	174								
APP 401-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		8,691.80		
						AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	09/26/2018	09/23/18	092318			CASH			165,333.88	
						AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		23,836.36		
						AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000	09/26/2018	09/23/18	092318			GENERAL - ACCOUNTS PAYABLE		37,940.39		
						AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	09/26/2018	09/23/18	092318			STREETS - ACCOUNTS PAYABLE		4,059.51		
						AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		10,340.45		
						AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		10,752.42		
						AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		13,098.24		
						AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000	09/26/2018	09/23/18	092318			CIVIC IMPR - ACCOUNTS PAYABLE		18,957.74		
						AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		20,873.55		
						AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		6,962.55		
						AP CASH DISBURSEMENTS JOURNAL				
APP 901-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		2,420.87		
						AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000	09/26/2018	09/23/18	092318			ACCOUNTS PAYABLE		7,400.00		
						AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								165,333.88	165,333.88	
APP 631-130000	09/26/2018	09/23/18	092318			DUE TO/FROM CLEARING		154,581.46		
APP 401-130000	09/26/2018	09/23/18	092318			DUE TO/FROM CLEARING			8,691.80	
APP 402-130000	09/26/2018	09/23/18	092318			DUE TO/FROM CLEARING			23,836.36	
APP 001-130000	09/26/2018	09/23/18	092318			GENERAL - DUE TO/FROM CLEARING			37,940.39	
APP 101-130000	09/26/2018	09/23/18	092318			STREETS - DUE TO/FROM CLEARING			4,059.51	
APP 301-130000	09/26/2018	09/23/18	092318			DUE TO/FROM CLEARING			10,340.45	
APP 407-130000	09/26/2018	09/23/18	092318			DUE TO/FROM CLEARING			13,098.24	
APP 104-130000	09/26/2018	09/23/18	092318			CIVIC IMPR DUE TO/FROM CLEARING			18,957.74	
APP 403-130000	09/26/2018	09/23/18	092318			DUE TO/FROM CLEARING			20,873.55	

09/19/2018 09:14
 cchristianson

|CITY OF BAINBRIDGE ISLAND
 |A/P CASH DISBURSEMENTS JOURNAL

|P 27
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	09/26/2018	09/23/18	092318						
APP 650-130000						DUE TO/FROM CLEARING		6,962.55	
	09/26/2018	09/23/18	092318						
APP 901-130000						DUE TO/FROM CLEARING		2,420.87	
	09/26/2018	09/23/18	092318						
APP 622-130000						DUE TO/FROM CLEARING		7,400.00	
	09/26/2018	09/23/18	092318						
SYSTEM GENERATED ENTRIES TOTAL								154,581.46	154,581.46
JOURNAL 2018/09/174 TOTAL								319,915.34	319,915.34

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 GENERAL FUND	2018	9	174	09/26/2018			
001-130000					GENERAL - DUE TO/FROM CLEARING		37,940.39
001-213000					GENERAL - ACCOUNTS PAYABLE	37,940.39	
					FUND TOTAL	37,940.39	37,940.39
101 STREET FUND	2018	9	174	09/26/2018			
101-130000					STREETS - DUE TO/FROM CLEARING		4,059.51
101-213000					STREETS - ACCOUNTS PAYABLE	4,059.51	
					FUND TOTAL	4,059.51	4,059.51
104 CIVIC IMPROVEMENT FUND	2018	9	174	09/26/2018			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		18,957.74
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	18,957.74	
					FUND TOTAL	18,957.74	18,957.74
301 CAPITAL CONSTRUCTION FUND	2018	9	174	09/26/2018			
301-130000					DUE TO/FROM CLEARING		10,340.45
301-213000					ACCOUNTS PAYABLE	10,340.45	
					FUND TOTAL	10,340.45	10,340.45
401 WATER OPERATING FUND	2018	9	174	09/26/2018			
401-130000					DUE TO/FROM CLEARING		8,691.80
401-213000					ACCOUNTS PAYABLE	8,691.80	
					FUND TOTAL	8,691.80	8,691.80
402 SEWER OPERATING FUND	2018	9	174	09/26/2018			
402-130000					DUE TO/FROM CLEARING		23,836.36
402-213000					ACCOUNTS PAYABLE	23,836.36	
					FUND TOTAL	23,836.36	23,836.36
403 STORM & SURFACE WATER FUND	2018	9	174	09/26/2018			
403-130000					DUE TO/FROM CLEARING		20,873.55
403-213000					ACCOUNTS PAYABLE	20,873.55	
					FUND TOTAL	20,873.55	20,873.55
407 BUILDING & DEVELOPMENT FUND	2018	9	174	09/26/2018			
407-130000					DUE TO/FROM CLEARING		13,098.24
407-213000					ACCOUNTS PAYABLE	13,098.24	
					FUND TOTAL	13,098.24	13,098.24
622 EXPENDABLE TRUST FUND	2018	9	174	09/26/2018			

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000					DUE TO/FROM CLEARING		7,400.00
622-213000					ACCOUNTS PAYABLE	7,400.00	
FUND TOTAL						7,400.00	7,400.00
631 CLEARING FUND	2018	9	174	09/26/2018			
631-130000					DUE TO/FROM CLEARING	154,581.46	
631-213000					ACCOUNTS PAYABLE	10,752.42	
635-111100					CASH		165,333.88
FUND TOTAL						165,333.88	165,333.88
650 AGENCY FUND	2018	9	174	09/26/2018			
650-130000					DUE TO/FROM CLEARING		6,962.55
650-213000					ACCOUNTS PAYABLE	6,962.55	
FUND TOTAL						6,962.55	6,962.55
901 CITY-WIDE REPORTING FUND	2018	9	174	09/26/2018			
901-130000					DUE TO/FROM CLEARING		2,420.87
901-213000					ACCOUNTS PAYABLE	2,420.87	
FUND TOTAL						2,420.87	2,420.87

09/19/2018 09:14
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

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|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		37,940.39
101	STREET FUND		4,059.51
104	CIVIC IMPROVEMENT FUND		18,957.74
301	CAPITAL CONSTRUCTION FUND		10,340.45
401	WATER OPERATING FUND		8,691.80
402	SEWER OPERATING FUND		23,836.36
403	STORM & SURFACE WATER FUND		20,873.55
407	BUILDING & DEVELOPMENT FUND		13,098.24
622	EXPENDABLE TRUST FUND		7,400.00
631	CLEARING FUND	154,581.46	
650	AGENCY FUND		6,962.55
901	CITY-WIDE REPORTING FUND		2,420.87
	TOTAL	154,581.46	154,581.46

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

PAYROLL

PAYROLL CHECK RUN: 9 - 20 - 2018

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	9/14/2018	108686	P/R check run - misc check	7,736.24
Normal	9/20/2018	042759 - 042884	P/R check run - direct deposit	323,775.66
Normal	9/20/2018	108687 - 108690	P/R check run - regular	5,788.71
Vendor	9/20/2018	108691 - 108702	P/R vendor check run	126,761.74
EFTPS	9/20/2018		Federal Tax Electronic Transfer	128,417.28
			TOTAL:	592,479.63

Prepared and Reviewed by: Deborah Lee Date 9-19-18
 Deborah Lee

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.

Kimberly M. Dunscombe Date 9/19/18
 Kimberly M. Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, September 4, 2018

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[CCMIN 090418 STUDY SESSION](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, SEPTEMBER 4, 2018

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:03 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Deets, and Councilmembers Blossom, Nassar, Peltier, Schneider, and Tirman were present.

2) EXECUTIVE SESSION

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

Cover Page

Mayor Medina adjourned the meeting to an executive session at 6:03 p.m. pursuant to RCW 42.30.110(1)(g). The door to Council Chambers was posted. Mayor Medina returned to Council Chambers at 7:00 p.m. and extended the executive session for 10 minutes.

Council returned from executive session at 7:12 p.m. Mayor Medina re-convened the meeting with the aforementioned Councilmembers present. He stated that no action was taken.

3) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Tirman moved to add a discussion relating to net pens, and Councilmember Peltier seconded the motion. Councilmember Peltier moved and Deputy Mayor Deets seconded to approve the agenda, as amended.

4) MAYOR'S REPORT

Mayor Medina commented on iLegislate, a new monthly police report, a tiny homes presentation on September 27, and upcoming Ward meetings.

5) PRESENTATIONS

5.A Proclamation Declaring September 11, 2018, as a "Day of Service and Remembrance" - Mayor Medina

[Cover Page](#)
[Proclamation re September 11 - Day of Service & Remembrance](#)

Mayor Medina read the proclamation.

MOTION: I move to authorize the Mayor to sign the proclamation declaring September 11, 2018, as a "Day of Service and Remembrance" and to add this proclamation to the list of annual proclamations that the Mayor is authorized to sign without further action.

Blossom/Peltier: The motion carried unanimously.

Gary Sakuma from the American Legion led everyone in the Pledge of Allegiance and thanked Council for the proclamation.

6) UNFINISHED BUSINESS

6.A Update on Moratorium - Planning

[Cover Page](#)
[20180904 Moratorium work program status report](#)
[ORD NO. 2018-23](#)
[20180831 Development Moratorium Summary](#)

Planning Director Christensen updated Council on the moratorium work plan and addressed Council's questions. Senior Planner Carr updated Council on the review of design guidelines and standards. Council discussed extending the moratorium.

6.B Planning Commission Recommendations Relating to Land Use Review and Approval Roles, Responsibilities, and Procedures - Planning

[Cover Page](#)
[Staff Memo re PC Recommendations re Land Use Review & Approvals](#)
[Haney Memo re Roles of Land Use Approval Bodies](#)
[Summary of Land Use Review & Approval Procedures](#)
[Haney Powerpoint.pptx](#)
[Presentation to Council re Process of Hearing Deciding Land Use Applications](#)
[LAND USE ROLES FOR CITY OFFICIALS](#)

Planning Director Christensen asked for direction on the Planning Commission's recommendations. Council discussed the topic. Council directed staff to include legislative corrections and recommendations concerning the Planning Commission's and Design Review Board's role in the draft ordinance. Council's role in the land use process was scheduled for further discussion at the next City Council meeting.

7) NEW BUSINESS

7.A Lodging Tax Advisory Committee Appointment - Mayor Medina

[Cover Page](#)
[Dinsmore \(redacted\) - LTAC.pdf](#)
[James \(redacted\) - LTAC.pdf](#)

Mayor Medina introduced the agenda item.

MOTION: I move to confirm the appointment of John Dinsmore to the Lodging Tax Advisory Committee, to serve as a lodging representative for a term ending upon completion of the 2019 funding cycle recommendations.

Blossom/Peltier: Motion carried 6 – 0 with Councilmember Nassar absent from Council Chambers.

AYES: Sarah Blossom, Ron Peltier, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
NOES: None
ABSENT: Rasham Nassar
ABSTAIN: None

7.B Net Pen Discussion [Added]

Councilmember Tirman asked if Council would support a resolution relating to testing prior to stocking Atlantic salmon in Bainbridge Island net pens. Council supported the idea.

8) CITY COUNCIL DISCUSSION

8.A Funding Mechanism for City's Public Art Program and Funding Request from Arts and Humanities Bainbridge (AHB) - Executive

Cover Page
Memo on Public Art Program - CC 28 Aug 2018.pdf
PAC Proposal Slides 8.7.18.pdf
PAC Background Narrative 8.6.18.pdf
Appendix - PAC Proposal 8.7.18.pdf

Deputy City Manager Smith introduced the agenda item. Steve Rabago and Carl Sussman from the Public Art Committee addressed Council's questions. Council supported the proposal to program \$74,000 (\$50,000 for lease or purchase of art and \$24,000 for administrative costs) in the proposed 2019/2020 budget.

8.B Ordinance No. 2018-19 Planning Commission Recommendations Related to Modifying Chapter 16.18 BIMC, Land Clearing, and BIMC 18.15.010 with Consideration for "Landmark Tree" Regulations - Planning

Cover Page
CC Staff Memo
Ordinance No. 2018-19 Tree Regulations.docx
Exhibit A 2018-19 Ch 16.18
Ordinance No. 2018-25 Imposing an Interim Official Control related to Landmark Trees
Ordinance No. 2018-32 Modifying Chapter 16.32 Relating to Landmark Trees-Emergency

Senior Planner Sutton introduced the agenda item. Planning Commissioner Quitslund commented on the Exceptional Tree provisions. Council discussed next steps.

MOTION: I move to forward Ordinance No. 2018-19 to a public hearing scheduled September 25th with the Exceptional Tree portion removed.

Nassar/Tirman: Motion carried 6 – 1.

AYES: Ron Peltier, Rasham Nassar, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

NOES: Sarah Blossom

ABSENT: None

ABSTAIN: None

Councilmember Blossom noted that she had proposed changes to the ordinance. There was consensus for her to provide non-substantive comments to staff following the meeting.

Councilmember Blossom proposed inserting "non-invasive" before "vegetation removal" in I6.18.050.F. There were no objections.

MOTION: I move to schedule a public hearing on Ordinance No. 2018-32 modifying Chapter I6.32 relating to Landmark Trees emergency on September 25th.

Tirman/Peltier: The motion was approved by unanimous consent.

MOTION: I move to direct staff to bring back to Council a new ordinance to amend Ordinance No. 2018-32 by adding a new section 2 reading, moving the current Section 2, and the following sections, down, and appropriately renumbering them, with the new Section 2 reading:

Section 2. Interim Official Control Amended. Section I6.32.020, of the Bainbridge Island Municipal Code is amended as follows:

I6.32.020 Landmark Tree Criteria

The following tree species and size is added to the table included in section I6.32.020:

Pacific yew (*Taxus brevifolia*) 20” DBH

Peltier/Nassar: Motion carried 6 – 1.

AYES: Ron Peltier, Rasham Nassar, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

NOES: Sarah Blossom

ABSENT: None

ABSTAIN: None

Councilmember Blossom will provide comments to staff on additional criteria for the Director to consider relating to stormwater best practices and critical areas that exist on sites. Senior Planner Sutton will bring back proposed language for Council's consideration.

Council directed staff to bring back a contract to hire the arborists.

9) FUTURE COUNCIL AGENDAS

9.A Future Council Agendas

Cover Page
Special City Council Meeting 091118.pdf
City Council Regular Business Meeting 091118.pdf
City Council Study Session 091818.pdf
City Council Regular Business Meeting 092518.pdf

There was consensus to add an endorsement of Washington Department of Transportation's Hwy 305 plan to a future business meeting.

10) FOR THE GOOD OF THE ORDER

Mayor Medina noted that public education on the infrastructure ballot measure will begin soon.

11) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:34 p.m.

Kol Medina, Mayor

Christine Brown, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME:

AGENDA ITEM: Special City Council Meeting Minutes, September 11, 2018

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[CCMIN 091118 SPECIAL](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 11, 2018

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Mayor Medina called the special City Council meeting to order at 5:01 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Deets, and Councilmembers Peltier, Schneider and Tirman were present. Councilmembers Nassar and Blossom arrived at 5:04 p.m.

2) EXECUTIVE SESSION

Cover Page

2.A 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 pursuant to RCW 42.30.110(1)(i).

Cover Page

2.B To evaluate the qualifications of an applicant for employment or to review the performance of a public employee pursuant to RCW 42.30.110(1)(g)

Council adjourned to the Planning Conference Room for an executive session pursuant to RCW 42.30.110(1)(i) and RCW 42.30.110(1)(g).

3) ADJOURNMENT

Council returned from Executive Session at 5:59 p.m., and Mayor Medina adjourned the special City Council meeting.

Kol Medina, Mayor

Christine Brown, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, September 11, 2018

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[CCMIN 091118 BUSINESS](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, SEPTEMBER 11, 2018

MEETING MINUTES

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

Mayor Medina called the meeting to order at 6:05 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Deets, and Councilmembers Blossom, Peltier, Nassar, Tirman, and Schneider were present.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Deputy Mayor Deets moved and Councilmember Tirman seconded to add a discussion of next actions for hiring a new city manager. Councilmember Tirman moved and Councilmember Blossom seconded to approve the agenda as amended. The motion was approved 5-2 with Councilmembers Nassar and Peltier voting against.

3) PUBLIC COMMENT

4) MAYOR'S REPORT

Mayor Medina reported on Housing Kitsap, Kitsap Health District, and Kitsap County Department of Emergency Management funding requests, the September 27 presentation on tiny cabin villages, Central and North Ward meetings, and the Open Streets Festival at Bainbridge High School Commons on October 6.

5) CITY MANAGER'S REPORT

City Manager Schulze reported on the start of the Miller/Fletcher Bay Road road shoulder widening project, public information meetings on the Connecting Bainbridge SAFE levy, and Washington State Ferry community meetings on their draft long-range plan.

6) PRESENTATION(S)

6.A Proclamation Declaring September 27, 2018, as "First Responders Appreciation Day" - Mayor Medina

Cover Page
First Responders Proclamation

Mayor Medina read the proclamation.

MOTION: I move that we authorize the Mayor to sign the proclamation declaring September 27, 2018, as "First Responders Appreciation Day" and add this proclamation to the list of proclamations that the Mayor is authorized to sign annually without further authorization.

Schneider/Peltier: The motion was approved by unanimous consent.

7) PUBLIC HEARING(S)

7.A Amendments to the Shoreline Master Program (SMP) Relating to Integration of Critical Areas Regulations and Nonconforming Structures, Uses, and Lots - Planning

[Cover Page](#)

[Staff Memo re SMP Amendment](#)

[Draft SMP Amendment - Critical Areas & Nonconforming - Public Hearing Draft - All track changes](#)

[Existing SMP Nonconforming Chapter.pdf](#)

[Nonconforming Structures Summary Table.pdf](#)

Senior Planner Carr introduced the agenda item and updated Council on the process.

Mayor Medina opened the public hearing at 6:28 p.m.

Public Comment

Jerry DeGroot spoke against the Shoreline Master Program and the Critical Areas Ordinance.

Mike McCann spoke against the Shoreline Master Program and the Critical Areas Ordinance.

Clem Furlong spoke against the Shoreline Master Program and the Critical Areas Ordinance.

Gary Hurt spoke against the Shoreline Master Program and the Critical Areas Ordinance.

Alan Weiner spoke against the Shoreline Master Program and the Critical Areas Ordinance.

Leslie Whalen spoke in favor of the amendments relating to nonconforming structures.

Hal Snow spoke about his edits to the nonconforming amendments.

Tom Newlon spoke about recommended changes to the amendments.

Dick Haugan praised the Planning Commission's work, asked Council to prioritize the amendments, and asked for a meaningful public review process.

Erik Lindbergh asked Council to consider the impact on citizens.

Rodney Rich inquired about the anticipated outcome of the new regulations.

Douglas Bruce commented on the length of the Shoreline Master Program.

Dave Lindsey spoke about the process.

Carlton Anderson spoke about the history of his property and against the regulations.

M.C. Halvorsen spoke against the Shoreline Master Program and the Critical Areas Ordinance.

Keith Butler asked for more clarity in the Shoreline Master Program prior to integrating the Critical Areas Ordinance.

Jette Hammer spoke against the Shoreline Master Program.

Elise Wright spoke in favor of the Shoreline Master Program.

Michael Zigich spoke against the Critical Areas Ordinance.

Justin Wolf spoke about the cost of the Shoreline Master Program and the Critical Areas Ordinance.

Robert Carlson spoke against the Shoreline Master Program and the permit process.

Peter McCormick spoke in favor of the amendments.

Keith Bartholomew spoke about the limited impacts of residential properties on the environment.

Bonnie Christopherson spoke about financial impacts on property owners.

Michael Knapp spoke against the Shoreline Master Program.

George Lobisser spoke about his experience with shoreline regulations.

Vivianne Chesterly spoke against the Critical Areas Ordinance.

Joan Geraghty spoke against the process.

Bernard Hart spoke against the Shoreline Master Program.

Dick Allen spoke against the Shoreline Master Program.

Jerry Carleton spoke against the Critical Areas Ordinance.

Sean Shaffer spoke against the Shoreline Master Program.

Jason Collins spoke against the Shoreline Master Program and Critical Areas Ordinance integration.

Mayor Medina closed the public hearing at 7:59 p.m. He provided information on the amendments and the process. Council discussed the topic.

Council's consensus was to schedule additional discussion at the first study session in October.

Mayor Medina adjourned the meeting for a break at 8:27 p.m. He reconvened the meeting at 8:36 p.m.

8) UNFINISHED BUSINESS

8.A Friends of the Farms Request for Funding for City Farmland Management - Executive

Cover Page

Friends of the Farms Request for Funding

[Friends of the Farms Funding Proposal Slides](#)

Deputy City Manager Smith introduced the topic.

Public Comment

Patti Dusbabek spoke against the proposal.

Brandon Fouts spoke against the proposal.

Council discussed the proposal.

MOTION: I move to approve the Friends of the Farms request for annual funding in the amount of \$65,000 for 2019 and \$65,000 for 2020.

Tirman/Deets: Motion carried 4 – 3.

AYES: Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina
NOES: Sarah Blossom, Ron Peltier, Rasham Nassar
ABSENT: None
ABSTAIN: None

8.B Waterfront Park Bridge Repair Project Contract Award - Public Works

[Cover Page](#)

[Waterfront Park Bridge Repair Project Contract for Construction](#)

[Bid Form - Waterfront Park Bridge Repair Project](#)

[Bid Tabulation Form WFP Bridge Repair](#)

Public Works Director Loveless introduced the agenda item.

MOTION: I move to award the contract for the Waterfront Park Bridge Repair Project to Redside Construction, LLC, in the amount of \$141,536.50.

Blossom/Nassar: The motion was approved by unanimous consent.

8.C Old Treatment Plant Pump Station Replacement Project Contract Award - Public Works

[Cover Page](#)

[Old Treatment Plant Pump Station Replacement Project - Contract](#)

[Bid Form - Old Treatment Plant Pump Station Replacement Project](#)

[Bid Tabulation Form](#)

Public Works Director Loveless introduced the agenda item. Council discussed the bid.

MOTION: I move to reject the Old Treatment Plant Pump Station bid from Liden Land Development.

Blossom/Tirman: Motion carried 5 – 2.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Matt Tirman, Leslie Schneider
NOES: Joe Deets, Kol Medina
ABSENT: None
ABSTAIN: None

8.D Resolution No. 2018-26, Stating the City Council's Position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge Safe Mobility Levy - Executive

Cover Page

Resolution No. 2018-26, Stating the City Council's Position on City of Bainbridge Island Proposition No. 1, the Connecting Bainbridge Safe Mobility Levy

Councilmember Blossom introduced the idea of a project selection task force.

MOTION: I move to forward Resolution No. 2018-26, stating the City Council's support for the Connecting Bainbridge SAFE Mobility Levy, for approval with the September 25, 2018 unfinished business agenda.

Nassar/Schneider: The motion carried unanimously.

Council asked staff to return with a motion or resolution adopting the formation of a project selection task force.

8.E Planning Commission Recommendations Relating to Land Use Review and Approval Roles, Responsibilities, and Procedures - Planning

Cover Page

Mike Walter Letter to Richland re Use of Hearing Examiner for Land Use Decision-Making.pdf

WCIA Advice re Hearing Examiners.pdf

Ted Hunter Response to Council Inquiry.docx

MRSC Response to Inquiry re Hearing Examiners.docx

Staff Memo re PC Recommendations re Land Use Review & Approvals

Haney Memo re Roles of Land Use Approval Bodies

Summary of Land Use Review & Approval Procedures

Haney Powerpoint.pptx

Presentation to Council re Process of Hearing Deciding Land Use Applications

LAND USE ROLES FOR CITY OFFICIALS

Mayor Medina introduced the agenda item, and Council discussed the topic with Planning Commissioner Quitslund. Senior Planner Carr provided information on the process.

MOTION: I move to approve the Planning Commission's recommendation for the recommended changes for the role of the Planning Commission and Design Review Board in land use approval procedure.

Blossom/Peltier: Motion carried 6 – 1.

AYES: Sarah Blossom, Ron Peltier, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina

NOES: Rasham Nassar

ABSENT: None

ABSTAIN: None

Senior Planner Carr noted that staff will prepare an ordinance to adopt these changes. Council asked for additional information on the impacts to City operations as a result of these changes.

9) NEW BUSINESS

9. Discussion of Possible Action on City Manager Replacement [Added]

Mayor Medina introduced the agenda item. The proposal is for Deputy City Manager Smith to become the City Manager for a 2-year period and then conduct a nation-wide search for a replacement.

MOTION: I move to authorize the Mayor to begin contract negotiations with Deputy City Manager Smith regarding her appointment as City Manager of Bainbridge Island.

Tirman/Blossom: Motion carried 5 – 2.

AYES: Sarah Blossom, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina

NOES: Ron Peltier, Rasham Nassar

ABSENT: None

ABSTAIN: None

9.A Neighborhood Matching Grant Application for A Taste of Lynwood - Executive

[Cover Page](#)

[A Taste of Lynwood Application.pdf](#)

[A Taste of Lynwood Presentation.pptx](#)

MOTION: I move to award \$5000 in neighborhood matching grant funds to the A Taste of Lynwood project.

Blossom/Tirman: The motion was approved by unanimous consent

9.B Manitou Park Boulevard Shoreline Stabilization Project Professional Services Agreement - Public Works

[Cover Page](#)

[RFQ - Manitou Park Boulevard Shoreline Stabilization Project](#)

MOTION: I move to forward consideration of the Manitou Park Boulevard Stabilization Project Professional Services Agreement to the September 25, 2018 unfinished business agenda.

Nassar/Deets: The motion was approved by unanimous consent.

9.C Ordinance 2018-35 Amending BIMC Chapter 5 and Adopting Model Business License Code - Finance

[Cover Page](#)

[Ordinance No. 2018-35](#)

[MRSC - July 2018 Business License Code Update Explanation](#)

[MRSC - April 2018 Business Licensing Background](#)

[Ordinance No. 2018-21 \(Approved June 26, 2018\)](#)

Finance Director Schroer introduced the ordinance.

MOTION: I move that the City Council forward Ordinance No. 2018-35, Amending BIMC 5.04 to the September 25 Consent Agenda for consideration of approval.

Peltier/Schneider: The motion was approved by unanimous consent.

9.D Ordinance No. 2018-37, relating to the City Water Utility and Providing for No Automatic Fee Adjustment for Monthly Water Service Rates in 2019 - Finance

[Cover Page](#)

[Ordinance No. 2018-37 Providing for No Automatic Annual Adjustment for Water Rates in 2019](#)

Finance Director Schroer addressed Council's questions regarding the ordinance.

MOTION: I move to forward to the September 25, 2018, Consent Agenda for approval Ordinance 2018-37, providing for no automatic fee adjustment for monthly water service rates in 2019.

Blossom/Peltier: The motion was approved by unanimous consent.

9.E Ordinance No. 2018-38, Providing for No Automatic Annual Adjustment for Monthly Sewer Service Utility Rates in 2019 - Finance

[Cover Page](#)

[Ordinance No. 2018-38 Providing for No Automatic Annual Adjustment for Sewer Rates in 2019](#)

MOTION: I move to forward to the September 25, 2018, Consent Agenda for approval Ordinance No. 2018-38, providing for no automatic annual adjustment for monthly sewer service utility rates in 2019.

Nassar/Deets: The motion was approved by unanimous consent.

9.F Interlocal Agreement Between Kitsap Public Utility District No. 1 and the City of Bainbridge Island Transferring Wireless Frequency Interface (Wi-Fi) Assets - Executive

[Cover Page](#)

[Interlocal Agreement Transferring Wi-Fi Assets](#)

[Exhibit A - Interlocal Agreement with KPUD Transferring WiFi Assets](#)

City Manager Schulze introduced the agenda item.

MOTION: I move to forward the approval of, and a delegation of authority to the City Manager to execute, the Interlocal Agreement Transferring Wireless Frequency Interface (Wi-Fi) Assets from KPUD to the City of Bainbridge Island to the September 25, 2018 Consent Agenda.

Nassar/Peltier: The motion was approved by unanimous consent.

10) CONSENT AGENDA

10.A Agenda Bill for Consent Agenda

[Cover Page](#)

10.B Accounts Payable and Payroll

[Cover Page](#)

[Report to Council of Cash Disbursements 09-12-18.pdf](#)

[Payroll.pdf](#)

Accounts Payable: last check number 348403 from previous run = \$163.74; manual check number sequence 348404 – 348416 for \$17,910.62; regular check number sequence 348417 – 348489 for \$147,389.32. Total disbursement = \$165,299.94.

Payroll: normal direct deposit check sequence 042632 – 042758 for \$249,655.51; regular payroll check sequence 108667 – 108671 for \$6767.70; vendor check run sequence 108672 – 108685 for \$319,503.; Federal Tax Electronic Funds Transfer for \$111,301.67. Total disbursement = \$717,227.98.

10.C City Council Study Session Minutes, August 21, 2018

[Cover Page](#)

[CCMIN 082118 STUDY SESSION](#)

10.D Special Joint City Council Meeting Minutes, August 27, 2018

[Cover Page](#)

[CCMIN 082718 SPECIAL](#)

10.E Special City Council Meeting Minutes, August 28, 2018

[Cover Page](#)

[CCMIN 082818 SPECIAL](#)

10.F Regular City Council Business Meeting Minutes, August 28, 2018

[Cover Page](#)

[CCMIN 082818 BUSINESS](#)

10.G Professional Services Agreement for Rockaway Beach 5-Year Hydraulic Project Approval (HPA) Requirements - Public Works,

[Cover Page](#)

[Professional Services Agreement for Rockaway Beach 5-Year Hydraulic Project Approval \(HPA\)](#)

[Requirements](#)

[August 18, 2013 Hydraulic Project Approval Permit](#)

10.H Resolution No. 2018-18 Reducing Speed Limits on Certain Roadways and Resolution No. 2018-23, Reducing speed Limits in Downtown Bainbridge Island/Winslow - Public Works

[Cover Page](#)

[Resolution No. 2018-23](#)

[Exhibit A to Resolution No. 2018-23](#)

[Resolution No. 2018-18](#)

10.I Interlocal Agreement and Use Agreement for RideAlong Application – Police

[Cover Page](#)

[Interlocal Agreement for RideAlong Services](#)

[Attachment A to Interlocal Agreement - KCSO RideAlong Services Agreement](#)

[Amendment No. 1 to KCSO RideAlong Services Agreement](#)

[RideAlong App Use Agreement](#)

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

Blossom/Nassar: The motion was approved by unanimous consent.

11) [COMMITTEE REPORTS](#)

12) [FOR THE GOOD OF THE ORDER](#)

Councilmember Schneider noted that she is working on planning a retreat for Council.

Councilmember Tirman asked if Council would support the Mayor's signature on a letter requesting testing on Atlantic salmon prior to restocking net pens on Bainbridge Island. Council concurred.

Mayor Medina noted that Deputy Mayor Deets will chair the next meeting.

Council will consider a scheduling a budget retreat after the budget presentation.

13) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:07 p.m.

Kol Medina, Mayor

Christine Brown, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Ordinance 2018-35 Amending BIMC Chapter 5 and Adopting Model Business License Code - Finance,

STRATEGIC PRIORITY: Vibrant Economy

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consider Ordinance No. 2018-35, relating to business licenses and amending Chapter 5.04 of the Bainbridge Island Municipal Code.

FISCAL IMPACT:

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

BACKGROUND: In 2017, the Washington state legislature passed Engrossed House Bill (EHB) 2005, intended to simplify the administration of municipal general business licenses for the applicants and improve the business climate. In accordance with EHB 2005, the City transitioned administration of the City’s business licenses to the state business license system (BLS) in July of 2018 (see attached Ordinance No. 2018-21).

The attached ordinance contains two components as specified by the State-mandated City Business License task force:

1. Adopts the required state-wide language for the definition of “engaging in business.”
2. Sets a minimum threshold below which businesses located outside the City are partially or fully exempted from licensing requirements. Options provided by AWC:

- a. If a business located outside the City earns gross revenue below the minimum threshold of \$2,000 no license is required.
- b. If a business located outside the City earns gross revenue below the minimum threshold of \$2,000 the City requires a license, but the fee is zero.
- c. The threshold can be set higher than \$2,000.

The ordinance as presented implements the second option above. The City recommends this option because it continues to gather information about businesses operating within the City limits, regardless of the business location.

To provide for consistent conditions for businesses regardless of location, the proposed threshold for a license exempt from the City's license fee will apply to both on-Island and off-Island businesses.

ATTACHMENTS:

[Ordinance No. 2018-35](#)

[MRSC - July 2018 Business License Code Update Explanation](#)

[MRSC - April 2018 Business Licensing Background](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-35

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to business licenses and amending Chapter 5.04 of the Bainbridge Island Municipal Code (BIMC) to adopt mandatory provisions required under Chapter 35.90 RCW.

WHEREAS, Engrossed House Bill (EHB) 2005 was passed by the Washington State Legislature with an effective date of July 23, 2017; and

WHEREAS, EHB 2005 is intended to simplify the administration of municipal general business licenses for the applicants and improve the business climate; and

WHEREAS, the sections of EHB 2005 related to business licenses were codified as Chapter 35.90 RCW; and

WHEREAS, RCW 35.90.080 directed the Association of Washington Cities (AWC) to develop a model ordinance on general business license requirements by July 1, 2018; and

WHEREAS, RCW 35.90.080 and RCW 35.90.090 require all cities that impose a general business license requirement to adopt certain mandatory provisions of AWC's model ordinance by January 1, 2019; and

WHEREAS, the City of Bainbridge Island, through Chapter 5.04 BIMC, imposes a general business license requirement on certain businesses; and

WHEREAS, the City of Bainbridge Island administers its business licensing through Washington State's Business Licensing Service; and

WHEREAS, due to the requirements of RCW 35.90.070, the City must adopt the mandatory provisions of AWC's model ordinance by October 17, 2018, in order for them to be in effect on January 1, 2019.

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

Section 1. Section 5.04.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

5.04.020 Definitions and presumption.

- A.** This chapter incorporates by reference all definitions set forth in Chapter 82.04 RCW, hereafter amended, except where a conflicting definition is stated in this chapter.
- B.** "Director" means the director of finance and administrative services for the city.
- C.** "Business Licensing Service" or "BLS" is the office within the Washington State Department of Revenue providing business licensing services to the city.

D. Engaging in business is defined as follows: ~~Businesses or persons soliciting business within the city or using either a business telephone number or business address within the city shall be presumed to be engaged in business within the city.~~

1. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

2. This section sets forth examples of activities that constitute engaging in business in the city and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the city.

c. Soliciting sales.

d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

f. Installing, constructing, or supervising installation or construction of, real or tangible personal property.

g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.

h. Collecting current or delinquent accounts.

i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.

n. Investigating, resolving, or otherwise assisting in resolving customer complaints.

o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license.

a. Meeting with suppliers of goods and services as a customer.

b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director

member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

d. Renting tangible or intangible property as a customer when the property is not used in the city.

e. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.

f. Conducting advertising through the mail.

g. Soliciting sales by phone from a location outside the city.

5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the city. Such activities do not include those in subsection (4).

The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

Section 2. Section 5.04.090 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

5.04.090 Payment of license fees.

A. There shall be a license fee imposed for the privilege of doing business as set by resolution of the city council.

B. Payment of the fee imposed by this chapter shall be due on or before the commencement of business and for renewal of the license on or before the expiration date of the license.

C. On or before the due date, every person required to pay a license fee or a tax as set forth by this chapter shall file a license renewal with the Business Licensing Service, or, for taxes, a written return with the city upon such form and including such information as the director shall require, together with the payment of the amount of the tax.

D. Nonprofit activities carried on by religious, charitable, educational, benevolent, fraternal, or social organizations which have been determined by the Internal Revenue Service of the United States to be exempt from the payment of income tax shall be exempt from the license fee.

E. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 shall be exempt from the license fee.

Section 3. In accordance with RCW 35.90.070, this ordinance shall take effect and be in force on January 1, 2019.

PASSED by the City Council this ____ day of _____, 2018.

APPROVED by the Mayor this ____ day of _____, 2018.

/s/

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

/s/

Christine Brown, City Clerk

FILED WITH THE CITY CLERK	September 7, 2018
PASSED BY THE CITY COUNCIL	, 2018
PUBLISHED:	, 2018
EFFECTIVE DATE:	January 1, 2019
ORDINANCE NO:	2018-35

Cities and Towns Must Update General Business License Ordinances ASAP!

July 16, 2018 by [Toni Nelson](#)

Category: [Licensing and Regulation](#) , [Business Licenses and Taxes](#)



In April, I wrote a [blog post](#) discussing the requirements imposed by [EHB 2005](#), adopted in 2017 and codified in [chapter 35.90 RCW](#). That article included a draft of the model ordinance provisions that must be adopted by all cities and towns who have a “general business” license requirement by January 1, 2019 (unless you are currently a BLS partner city, in which case your deadline is October 17, 2018).

The [final model business license ordinance](#) has now been released, and the AWC staff who coordinated the City Business License task force presented its provisions on June 28 at the annual AWC conference in Yakima. It is now time for all cities and towns with general business license requirements to prepare for the adoption of these provisions.

What Is in the Final Model Business License Ordinance?

The “model ordinance” is not a comprehensive model ordinance, but it contains two required components that cities and towns must incorporate into their existing business license ordinances. The two components are as follows:

- 1. Cities and towns may only impose licensing requirements upon individuals or companies “engaging in business within the city,” as defined in the model ordinance.** The ordinance also sets forth examples of activities that are considered “engaging in business,” as well as business activities that do not require licensing. The definition is based on the model ordinance for B&O taxes.
- 2. For businesses that engage in business within the city but are not physically located within the city, the ordinance establishes a minimum dollar threshold below which the businesses are partially or fully exempted from licensing requirements.** The minimum threshold of business activity in the ordinance is \$2,000, although ci 223 may adopt a higher threshold if desired. Below this threshold, cities must either:
 - Exempt these businesses from the licensing requirements entirely, or

- Require licensing, but at no cost to the businesses.

As your city legislative body will need to consider one of these two options prior to preparing the ordinance for adoption.

The final model has been modified a bit from our April blog post in response to the business community's concerns over the threshold level set in the initial draft. As a result, the task force increased the threshold for exemption to \$2,000 per year. The definition of "engaging in business" is unchanged from the initial draft provided in my April blog post and mirrors the definition found within the model B&O tax ordinance adopted by those cities that have a B&O tax requirement.

As noted earlier, **cities and towns with general business licensing requirements must adopt the language from the model ordinance by January 1, 2019 (RCW 35.90.090)**. Any city or town that does not adopt the model ordinance by the deadline is prohibited from enforcing its general business licensing requirements until it adopts the model ordinance provisions.

Current BLS partner cities must adopt the language by October 17, 2018 (RCW 35.90.070), and provide notification to BLS in order to maintain its business licensing program on January 1, 2019. The statute requires that notice be received by BLS a minimum of 75 days prior to effective date for "all changes that affect in any way who must obtain a license, who is exempt from obtaining a license, or the amount or method of determining any fee for the issuance or renewal of the license." Both provisions of the model ordinance will require the 75-day notification to BLS.

Who Will Administer Your Business License Program?

Now that the provisions of model business license ordinance have been decided, there is one remaining consideration: Who will administer your general licensing program?

EHB 2005 (chapter 35.90 RCW) requires that all cities and towns partner with either FileLocal by 2020 or with the state's Business Licensing System (BLS) by 2022. These two "one-stop" licensing portals serve multiple jurisdictions. BLS is part of the state Department of Revenue, while FileLocal was created by an interlocal agreement between several larger cities in the Puget Sound region. By the end of 2022, businesses will be able to obtain local business licenses for any city in the state via one or two websites.

The deadline for partnering with FileLocal is July 1, 2020 — meaning that businesses must be able to use FileLocal to renew or apply for their business license within your jurisdiction by that date — and for those cities that opt to partner with the BLS, you will be phased into the system between January 1, 2018, and December 31, 2022, in conjunction with the BLS Local Business Licensing Partnership Plan.

Deciding between the two administrative options will depend a lot upon the size of your jurisdiction and whether your city is considering future B&O taxing options.

Reviewing Your Other Business License Provisions

Although the changes in the new model ordinance only address a couple specific provisions of your business licensing ordinance, many cities and towns may not have reviewed their business license requirements in a long time. While you are amending your current business license ordinance to comply with chapter 35.90 RCW, we suggest you take the time to review the rest of your business license requirements and fees to make sure they still meet your jurisdiction's needs.

Want to Learn More?

Check out our new webpage, [Business Licenses and Fees](#). It provides a brief overview of business licensing, including the changes imposed by EHB 2005, along with information about regulatory business licenses and revenue-generating licenses, or “head taxes,” which have also been in the news lately.

AWC will also be providing a free webinar, [Prepare to Streamline Your Business License](#), on Wednesday, August 8 at 10 AM.

If you have questions about the new business licensing requirements, please feel free to contact me at tnelson@mrsc.org or (206) 625-0916 x 109 or you can reach out to [Victoria Lincoln](#), [Andrew Pittelkau](#), or [Sheila Gall](#) at AWC.



About Toni Nelson

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.

[VIEW ALL POSTS BY TONI NELSON](#) ▶

[Leave a Comment](#) ▾

Comments

0 comments on *Cities and Towns Must Update General Business License Ordinances ASAP!*

Blog post currently doesn't have any comments.

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Is Your City Ready for the New Business Licensing Requirements?

April 17, 2018 by [Toni Nelson](#)

Category: [Licensing and Regulation](#) , [Business Licenses and Taxes](#)



Update: The final "model ordinance" was released in late June 2018. See our follow-up post [Cities and Towns Must Update General Business License Ordinances ASAP!](#) for more information.

There are 281 incorporated cities and towns in Washington State and of those, 230 have business license requirements and 46 have adopted

local business and occupation (B&O) tax regulations.

[EHB 2005](#), which was passed last year by the legislature, is intended to simplify the administration of municipal general business licenses for the applicant and improve the business climate. The legislation required three distinct actions by those cities and towns with either business licenses requirements and/or local B&O tax regulations. These legislative actions are detailed in this blog post.

Business License Cities and Towns

EHB 2005 required cities and towns with business license regulations to establish a workgroup that would create a model business license with a minimum threshold and a definition of "engaging in business" by July 2018. The model business license created by the workgroup will be adopted by all cities who have business licensing regulations by January 1, 2019.

The City Business License workgroup has been meeting since last August to draft language for a model business license ordinance that includes both of the legislative requirements of defining the meaning of "engaging in business" and setting a minimum threshold. The results of this work have been released in draft form by the Association of 226 Washington Cities (AWC) to all of its members earlier this month and it is **important** for cities to review and provide feedback on this draft.

The draft model business license language addresses:

- General business licenses, not regulatory licenses or other local B&O taxes;
- A new uniform definition of engaging in business; and
- Registration with no fee for businesses without a location in the city/town under a specified threshold. The current draft proposal sets this minimum threshold of \$1,000 per year

EHB 2005 also requires all cities and towns with business licenses to administer their business licensing through the state's business license system (BLS) by **2027** or through the FileLocal system by **2020**. Information on each system is as follows

- The BLS currently has over 70 cities/towns that use their system ([BLS City Partners](#)) and is in the process of onboarding 24 additional cities per the [2018-2019 Local Business Licensing Partnership Plan](#).
- The [FileLocal](#) system administers licenses and/or all local taxes and has 5 city partners (Seattle, Tacoma, Bellevue, Everett, and Lake Forest Park). It is adding several new cities during calendar year 2018.

B&O Tax Cities

EHB 2005 required that a task force on local B&O tax service apportionment under RCW 35.102.130 be established in order to report to the legislature by October 2018. A task force was formed and consists of 3 city representatives, 3 business representatives, and 1 member from the Department of Revenue who serves as a non-voting chair.

The task force must prepare a report with recommendations to simplify the 2-factor service income formula in [RCW 35.102.130](#) using a market-based model and information typically available in business.

The task force has been meeting monthly since August 2017 and has included tax apportionment models in other states as part of its analysis for reporting back to the legislature by October 31, 2018.

Business License Deadlines

Due to the fact that 82% of cities and towns in Washington State have a business license requirement of some form, the focus of this blog is to bring attention to some of the deadlines associated with these new business licensing requirements.

Review of draft model ordinance: The deadline to review the draft model ordinance developed by the AWC and the City Business License workgroup is fast approaching. If it is appropriate for your jurisdiction, providing feedback to AWC on this draft prior to the end of April will be important. The City Business License workgroup will finalize the draft model at its meeting on May 10th and this model will be presented at AWC's annual conference in Yakima, June 26–29th.

Based on results of the feedback received, the model ordinance will be finalized and AWC will distribute it to cities and towns in July. AWC will conduct outreach during the months of July–October to assist cities and towns with the new legislative requirements.

The Department of Revenue (DOR) will be providing [Business License workshops](#) for current BLS partner cities and those cities named in the [2018-2019 partnership plan](#) to discuss EHB 2005; the rollout of the Department's Tax a²²⁷ Licensing System Replacement (TLRS); the partner planning for 2018–2021; and to offer a demonstration of the

Automated Tax and Licensing Administration System (ATLAS) during the month of June. As new partner cities are rolled into the BLS, there will be additional workshops and webinars provided.

Adoption of the new model business license ordinance: January 1, 2019, is the deadline for cities to adopt the new model ordinance, with one exception: For those BLS partner cities, the model business license ordinance will need to be adopted in October in order to meet the 75-day Notice of Changes to business license fees required by the BLS. This equates to **October 17, 2018**, if the city is changing any of its fee structure on January 1, 2019.

Selection of agency to administer business licensing: The legislation requires that all cities must use one of two systems for its business licensing administration. Due to the volume and complexities of establishing a centralized business licensing system under the BLS, the legislation provides for a phased enrollment between January 1, 2018, and December 31, 2021. If FileLocal is the option selected, it must be made by July 1, 2020.

A city or town that imposes a general business license requirement but has not partnered with the BLS by January 1, 2018, may continue to issue and renew its general business licenses until it partners with either the BLS or the FileLocal systems, but it **must adopt the new model business license ordinance by January 1, 2019, in order to do so.**

Questions? Comments?

If you have questions about the New Business Licensing Requirements, please feel free to contact me at tnelson@mrsc.org or (206) 625-0916 x109.

If you have questions about other local government issues, please use our [Ask MRSC form](#) or call us at (206) 625-1300 or (800) 933-6772.



About Toni Nelson

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.

[VIEW ALL POSTS BY TONI NELSON](#) ▶

Comments

2 comments on Is Your City Ready for the New Business Licensing Requirements?

"Hi Lisa - it is not to late to comment on the draft model business license ordinance. The committee does not meet again until May 10th and we encourage everyone to comment up until that time. Here is a direct link to the AWC email that was released last month. https://www.magnetmail.net/actions/email_web_version.cfm?ep=4wfWjpyCFEcPlcbvxIfRJu4W2GsOmzTCB7EyrvyDXz_HJ67dahdOWTT5Y1xLmlKUKnnd-17gwZhkzyOsEBpOwfzF1Lcx4aU4LAbbEA9VUOeaM6Ott-pXc-DkjoYhp9S"

Toni Nelson on May 2, 2018 9:05 AM

"Thanks for this information, Toni. It's the first we've heard about it. Of course now the comment period on the draft is past, but at least we know what's coming."

Lisa Stowe on May 1, 2018 1:19 PM

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Ordinance No. 2018-37, relating to the City Water Utility and Providing for No Automatic Fee Adjustment for Monthly Water Service Rates in 2019 - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consideration of an ordinance which provides for no automatic fee adjustment for monthly water service rates in 2019. Rates will remain at the current levels until additional information is brought to the Council, along with a rate ordinance. This next step is expected in late 2018 or early 2019.

FISCAL IMPACT:

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

BACKGROUND: The City engaged FCS Group to conduct a rate study for the water and sewer utilities in 2018. FCS has completed its preliminary rate analysis and presented the results of their work to staff and the Utility Advisory Committee (UAC). The current information recommends rate increases for water and sewer over the next six-year planning horizon. While the increases are close to the current BIMC approach of an annual CPI adjustment plus two percent, per BIMC 13.16.060, staff and the UAC are continuing discussions of the study and its results.

Staff recommends at this time that the City hold the rates at current levels until final information and recommendations are available. We anticipate that rate recommendations will be presented either late in 2018 or in the first quarter of 2019.

Water utility rates were reduced in 2012 and 2013 and have not changed since that time. While the utility has a fund balance of over \$7 million, the current rate structure has resulted in a net operating loss in the past three years, which indicates that a rate adjustment should be considered. The state auditor has advised City staff to consider raising the rates to address the operating loss. Accordingly, completing the water utility rate analysis will be a priority for staff.

The 2019-2020 Proposed Budget will be prepared assuming no change to rates for 2019. Staff expects to adjust rate-related revenue and expenditure amounts in conjunction with rate ordinances presented at the conclusion of the rate study.

ATTACHMENTS:

[Ordinance No. 2018-37 Providing for No Automatic Annual Adjustment for Water Rates in 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-37

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City Water Utility and providing for no automatic fee adjustment for monthly water service rates in 2019.

WHEREAS, a structure for establishing water and sewer rates, charges, and fees was established by Ordinance No. 82-20 and amended by Ordinance No. 2011-26 to provide that water utility rates shall be set forth in Section 12(B) of the City’s Fee Schedule, as amended by ordinance passed by the City Council; and

WHEREAS, Section 13.16.060 of the Bainbridge Island Municipal Code provides that all water and sewer rates shall be subject to an adjustment beginning with the first full billing period of each year equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for November of the preceding year as shown in the release from the Bureau of Labor Statistics plus two percent unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year; and

WHEREAS, the City has undertaken a comprehensive review of the City’s water rates, but that work is not yet complete; and

WHEREAS, the City intends to complete the review in the coming months and adjust the rates, if needed, at that time; and

WHEREAS, the City has determined that no change is necessary until the study is complete.

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

Section 1. There will be no automatic annual fee adjustment for 2019 of the City’s water utility rates under Section 13.16.060 of the Bainbridge Island Municipal Code.

Section 2. This ordinance shall take effect and be in force on January 1, 2019, after its approval and publication as required by law.

PASSED by the City Council this ___ day of September, 2018.

APPROVED by the Mayor this ___ day of September, 2018.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	August ____, 2018
PASSED BY THE CITY COUNCIL:	September ____, 2018
PUBLISHED:	October ____, 2018
EFFECTIVE DATE:	January 1, 2019
ORDINANCE NUMBER:	2018-37



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Ordinance No. 2018-38, Providing for No Automatic Annual Adjustment for Monthly Sewer Service Utility Rates in 2019 - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:

Consideration of an ordinance which provides for no automatic fee adjustment for monthly sewer service rates in 2019. Rates will remain at the current levels until additional information is brought to the City Council, along with a rate ordinance. This next step is expected in late 2018 or early 2019.

FISCAL IMPACT:

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

BACKGROUND: The City engaged FCS Group to conduct a rate study for the water and sewer utilities in 2018. FCS has completed its preliminary rate analysis and presented the results of their work to staff and the Utility Advisory Committee (UAC). The current information recommends rate increases for water and sewer over the next six-year planning horizon. While the increases are close to the current BIMC approach of an annual CPI adjustment plus two percent, per BIMC 13.16.060, staff and the UAC are continuing discussions of the study and its results.

Staff recommends at this time that the City hold the rates at current levels until final information and recommendations are available. We anticipate that rate recommendations will be presented either late in 2018 or in the first quarter of 2019.

The 2019-2020 Proposed Budget will be prepared assuming no change to rates for 2019. Staff expects to adjust rate-related revenue and expenditure amounts in conjunction with rate ordinances presented at the conclusion of the rate study.

ATTACHMENTS:

[Ordinance No. 2018-38 Providing for No Automatic Annual Adjustment for Sewer Rates in 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2018-38

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City’s Sewer Utility and providing for no automatic annual adjustment for monthly sewer service utility rates in 2019.

WHEREAS, a structure for establishing water and sewer rates, charges, and fees was established by Ordinance No. 82-20 and amended by Ordinance No. 2011-25 to provide that sewer utility rates shall be set forth in Section 12(B) of the City’s Fee Schedule, as amended by ordinance passed by the City Council; and

WHEREAS, Section 13.16.060 of the Bainbridge Island Municipal Code provides that all water and sewer rates shall be subject to an adjustment beginning with the first full billing period of each year equal to the annual percentage increase in the United States Consumer Price Index, All Urban Consumers (CPI-U) for November of the preceding year as shown in the release from the Bureau of Labor Statistics plus two percent unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year; and

WHEREAS, the City has undertaken a comprehensive review of the City’s sewer rates, but that work is not yet complete; and

WHEREAS, the City intends to complete the review in the coming months and adjust the rates, if needed, at that time; and

WHEREAS, the City has determined that no change is necessary until the study is complete.

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

Section 1. There will be no automatic annual adjustment for 2019 of the City’s sewer utility rates under Section 13.16.060 of the Bainbridge Island Municipal Code.

Section 2. This ordinance shall take effect and be in force on January 1, 2019, after its approval and publication as required by law.

PASSED by the City Council this ___ day of September, 2018.

APPROVED by the Mayor this ___ day of September, 2018.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	August ____, 2018
PASSED BY THE CITY COUNCIL:	September ____, 2018
PUBLISHED:	October ____, 2018
EFFECTIVE DATE:	January 1, 2019
ORDINANCE NUMBER:	2018-38



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Interlocal Agreement Between Kitsap Public Utility District No. 1 and the City of Bainbridge Island Transferring Wireless Frequency Interface (Wi-Fi) Assets - Executive,

STRATEGIC PRIORITY: Vibrant Economy

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

In 2013, Kitsap County Public Utility District No. 1 (KPUD) installed a Wi-Fi system within the downtown core area. At the time, it was KPUD's intention for the system to be operated locally by the Chamber of Commerce or another organization. The system has functioned well and requires minimal support, but more can be done with the system to make it function better for users. KPUD approached the City several months ago to inquire about the City taking over the system.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	\$3,600.00
One-Time Cost:	\$5,000.00
Included in Current Budget?	Yes

BACKGROUND: Transfer of the assets to the City will not require any financial consideration. However, the system currently provides service to Poulsbo and Bainbridge Island, which will need to be changed. This will require that the City purchase equipment to create two separate systems, one for Bainbridge Island and one for Poulsbo. The equipment purchase will be a minimal cost of less than \$5,000 for a controller and licensing. Staff time involved with operation of the system is expected to be less than 5 hours per month, which would include uploading advertisements for local businesses, responding to user inquiries, and an occasional update of the landing page.

The Wi-Fi provides service to areas in proximity of Winslow Way and parts of Madison Avenue, but could be gradually expanded to provide more coverage. The Wi-Fi service is a free public internet connection.

If approved, Exhibit A to the Interlocal Agreement, listing system assets, will be finalized prior to execution of the Interlocal Agreement.

ATTACHMENTS:

[Interlocal Agreement Transferring Wi-Fi Assets](#)

[Exhibit A - Interlocal Agreement with KPUD Transferring WiFi Assets](#)

FISCAL DETAILS: Equipment purchase and licensing is estimated to be less than \$5,000. Staff time is estimated to be less than 60 hours annually and revenue generated through the sale of sponsorship advertising has the potential to cover annual operating costs.

Fund Name(s): General Fund

Coding:

INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY AND THE CITY OF BAINBRIDGE ISLAND FOR TRANSFER OF WIFI NETWORK

1. **Parties.** This interlocal agreement (“Agreement”) is made and entered into by and between the City of Bainbridge Island (“COBI”) and Public Utility District No. 1 of Kitsap County (“PUD”). Both of these parties are municipal corporations organized under the laws of the State of Washington and make this Agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.
2. **Purpose of Agreement.** This Agreement provides for transfer by PUD of its WiFi network in downtown Winslow to COBI.
3. **Description of the System.** The PUD’s WiFi network in downtown Winslow (the “System”) consists of a mesh wireless network and wireless access points that provide the public with access to the WiFi network and then to the internet. **Exhibit A** to this Agreement contains a list of system assets. Some of those assets are mounted on buildings owned by private landowners and are allowed by leases or licenses.
4. **COBI Responsibilities.** COBI shall take ownership of the System and agrees to operate and maintain the System for as long as COBI, in its sole discretion, decides that the System has value to the public that exceeds its cost of operation. COBI also agrees to obtain the consent of lessors and licensors to allow the assignment from PUD to COBI of the right to mount System assets on buildings owned by private landowners.
5. **PUD Responsibilities.** PUD agrees that it will transfer the System to COBI by bill of sale and provide all documents in its possession on the assets being transferred. PUD will also provide records of all easements and licenses related to the placement of System assets. PUD will provide a connection from the new COBI controller to the root access points. The bill of sale will transfer the System and related assets under the following warranties and terms:
 - A. PUD is the lawful owner of the System, has the good right and authority to convey the System to COBI, and will defend the title of COBI to the System against the claims and demands of all persons;
 - B. At the time that the System is transferred to COBI, the System is in proper working condition, order, and repair; and
 - C. The System is free from all liens and encumbrances.
6. **Indemnification.** COBI agrees to hold harmless PUD from any and all claims which may be made arising out of or related to COBI’s operation of the System after the transfer.
7. **Insurance.** COBI agrees to have in full force and affect any and all insurance policies (or other forms of casualty and liability coverage) as necessary for the System after its transfer.

8. **Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Washington. Venue for any legal action arising from a dispute under this contract is in the Superior Court for Kitsap County, Washington.
9. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status, or disability in employment of the provision of services.
10. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all parties.
11. **Entire Agreement.** This Agreement, including **Exhibit A**, constitutes the entire agreement between Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
12. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor.
13. **No Separate Entity.** It is not contemplated that, as a result of this Agreement, any property, real or personal, will be jointly acquired by the parties to this Agreement. This Agreement does not establish or create a separate fund or legal entity. Neither party is authorized to bind the other to any contract or obligation. Each party to this Agreement shall be responsible for its own budgeting.

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

CITY OF BAINBRIDGE ISLAND

**PUBLIC UTILITY DISTRICT NO. 1
OF KITSAP COUNTY**

Date: _____

Date: _____

By: _____

By: _____

Douglas Schulze
City Manager

President
Board of Commissioners

ATTEST:

Clerk for Board of Commissioners

Exhibit A

Kitsap PUD - Downtown Winslow - Mesh Wireless System Assets

	<u>Device Name</u>	<u>Description</u>	<u>Model</u>
1	Winslow TAC Sign	Winslow Town and Country Sign	zf7782
2	Winslow SPArch	Winslow Sean Parker Architects	zf7782
3	Winslow Performing Arts	Winslow Performing Arts	zf7782
4	Winslow Pavilion South	Winslow Pavilion South	zf7782
5	Winslow Pavilion North	Winslow Pavilion North	zf7782
6	Winslow Mall West	North West Corner Winslow Mall	zf7782
7	Winslow Mall South	Winslow Mall South End	zf7782
8	Winslow Mall East	North East Corner Winslow Mall	zf7782
9	Winslow KiDiMu	Winslow Kids Discovery Museum	zf7782
10	Winslow Island Fitness	Winslow Island Fitness	zf7782
11	Winslow Is Gateway	Winslow Bainbridge Island Gateway	zf7782
12	Winslow Green West	Winslow Green West	zf7782
13	Winslow Green North	Winslow Green North	zf7782
14	Winslow COC South	Winslow COC South	zf7782
15	Winslow COC North	Winslow COC North	zf7782
16	Winslow City Hall Tower	Winslow City Hall Tower	zf7782
17	Winslow BHRE	Winslow Bainbridge Homes Real Estate	zf7782
18	Winslow BHM East	Winslow Bainbridge Historical Museum E	zf7782
19	Winslow BHM	Bainbridge Historical Museum W	zf7782
20	Winslow Barber Shop	Winslow Sandy's Barber Shop	zf7782
21	Winslow Bainbridge Police Station	Bainbridge PD AP	zf7782
22	Winslow Bainbridge Electric	Bainbridge Electric AP	zf7782



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 25, 2018

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:55 PM) Committee Reports,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Provided for information only.

SUMMARY:

Committee reports are provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[PSRC 9.6.18 Report](#)

[ETHMIN 073018 Approved](#)

[UACMIN 082218 Approved](#)

[Public Safety Committee Notes 061418 Approved](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Bainbridge Island City Council
Report from the September 6, 2018
Puget Sound Regional Council Growth Management Policy Board Meeting
by Ron Peltier, 9/18/18

Proposed changes to regional geographies

This pertains to how various jurisdictions and geographies in the Puget Sound are classified and has a bearing on how regional planning goes about allocating future growth. For our purposes, and because all of this is more complicated than I want to tackle right now, I'm going to focus on proposed changes to how PSRC's Vision process looks at small and large cities.

Large and small cities

Large Cities

Cities with a combined population and employment over 22,500 are currently classified by PSRC as Large Cities. There are 18 Large cities in the Puget Sound Regions: Arlington, Bainbridge Island, Des Moines, Edmonds, Fife, Issaquah, Kenmore, Maple Valley, Marysville, Mercer Island, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Sammamish, Shoreline, University Place, and Woodinville.

From Vision 2040, "Central places within this group of cities are expected to become more important subregional job, service, cultural, and housing centers over time. The Regional Growth Strategy envisions an expanding role for these cities in accommodating growth. "

As you can see, there is quite a bit of diversity in what constitutes a Large city with only population and employment being used as a measure.

Small Cities

There are 46 Small Cities in the Puget Sound four county region, making up nearly two thirds of the incorporated jurisdictions. They are regional cities with combined populations and employment less than 22,500 but typically under 10,000. In Kitsap County we have two small cities: Poulsbo and Port Orchard.

Proposed Change – High Capacity Transit Communities

Recognizing that the current approach to Large and Small Cities doesn't go far enough in recognizing transit centers, and the ability of cities to accommodate growth, PSRC staff is recommending to differentiate current Small and Larger cities by existing and planned high capacity transit. This includes light rail, bus rapid transit, commuter rail, ferry & streetcar. This change to classifying cities based upon transit centers that may be located within them may bring Port Orchard, Poulsbo, and Bainbridge Island within the same classification as High Capacity Transit Communities. This could mean more emphasis on accommodating population growth in and around Winslow, near the ferry terminal. More on that as the Visioning process continues over the coming months.

GROWTH SCENARIOS FOR THE REGIONAL GROWTH STRATEGY

Growth scenarios are used during PSRC's Vision process to compare different approaches to accommodating growth. Those scenarios are narrowed down to two and then subjected to an environmental review to determine which would best result in the desired outcomes identified for the Plan. Here are the growth scenarios presented to the Board at our 9/9/18 meeting for ongoing consideration:

- **STAY THE COURSE** – This growth scenario represents a “no action” alternative as required under the State Environmental Policy Act (SEPA) and would continue the VISION 2040 shares of growth in a straight line to 2050. This option would continue to encourage jobs-housing balance between the counties and focus growth in centers, with a significant share being directed to the regionally designated centers.
- **FORWARD FROM 2017** – With local comprehensive plan updates that are built on VISION 2040 now in place, this option could factor in the growth and market conditions that occurred from 2000 through the present but recommit to the shares of growth for each geography in VISION 2040 from now through 2050. Like the Stay the Course growth scenario above, this scenario could continue to encourage jobs-housing balance between the counties and focus growth in centers, with a significant share being directed to regionally designated centers.
- **TRANSIT FOCUSED GROWTH** – This growth scenario would direct significant population and employment growth to areas with existing or planned high capacity transit. This scenario could incorporate an explicit goal for growth in areas served by high-capacity transit. The remaining share of population and employment growth not identified for transit station areas could be distributed based on the objectives for the Regional Growth Strategy discussed in the previous agenda topic.
- **DISPERSED URBAN GROWTH** – To provide a counterpoint to Transit Focused Growth, this growth scenario would distribute growth more evenly across regional geographies, with more emphasis on cities currently defined as Larger and Small cities and unincorporated urban areas. This scenario would assume that the region could see significantly less growth near transit and regional centers compared to the other three growth scenarios, and that the region as a whole could return to historical patterns of development in more outlying urban areas.

Questioning the sustainability of 5 million people in the Region by 2050

All of these growth scenarios have one thing in common: the proposition that the Puget Sound Region can grow to a population of 5 million and in the process result in “desired outcomes”, including environmental sustainability, affordable housing for all, and reduction of greenhouse gas emissions. Also, none of these growth scenarios, and none of the previous versions of Vision include a serious commitment to scientific analysis regarding growth and the natural environment.

Proposing an alternative growth scenario

During closing comments at our 9/6/18 Board meeting I expressed concerns about the sustainability of the projected growth and the need for an alternative growth scenario that was science based; “is accommodating another 1.8 million people compatible with all of the desired outcomes identified for Vision 2050, particularly in regards to the natural environment? From the agenda meeting agenda packet under “Desired Outcomes:

The natural environment is restored, protected, and sustained, preserving and enhancing natural functions and wildlife habitats.

My comments questioning the sustainability of the projected growth prompted a number of Board members to respond in an unusually candid exchange. With time running out for our meeting (we always end on time), Board Chair, Ryan Mello, asked PSRC staff to work with me to identify an alternative growth scenario for Board consideration. After the meeting I had a brief conversation with senior PSRC staff, Paul Inghram, who really wanted me to understand that the Growth Management Act requires PSRC to plan for forecast growth. He later offered to meet me on the Island for further discussion and we’ve set up a time at Blackbird Bakery on the 28th of this month.

Alternative Growth Management Scenario for PSRC’s Vision 2050

In contemplating how to put together an alternative growth scenario that might actually be given serious consideration I focused on the following:

- Planning for Growth - the Growth Management Act requires PSRC to plan for the forecast growth. In my opinion there are serious problems with the GMA in regards to sustainability but it’s what we have to work with for now.
- Puget Sound is in decline - Do we need a more vivid reminder of ecological decline that a mother Orca carrying her dead calf for 19 days? Orca are in decline because the entire Puget Sound ecosystem is in decline. Most of that is a result of population, development, and growth, resulting in increased polluted stormwater, undertreated sewage effluent; pharmaceuticals in the Sound; degraded watersheds, plastics, etc.
- Consideration for other species than humans
- The need to recognize limits
- The importance of science - When President Obama was about to leave office he mentioned the importance of “facts and analysis”. Not long after President Trump was elected there was a “March for Science” in Seattle. We need good science when making decisions and when making plans.
- Adaptive Management – This is a concept I learned from Joe Tovar, who helped with our comprehensive plan update. It’s management that adapts as facts, analysis, and conditions change and/or inform new strategies.

What I came up with

Science Based Adaptive Growth Management – Under this scenario one of the other scenarios describing a general regional plan for distributing growth, say Transit Oriented Growth, would be the starting point but it would be adapted during the planning period as a result of the ongoing collection and analysis of data. The primary focus would be on the following desired outcomes:

- 1) Restoration and stewardship of the region's natural ecosystems, with a robust commitment to scientific data and analysis as an integral part of an ongoing commitment to adapt regional and local plans to best achieve this outcome.
- 2) Housing affordability, with new strategies and tools identified, including recommended actions by the State Legislature, and;
- 3) Reduction of greenhouse gas emissions in accord with the 2015 International Paris Climate Agreement, again based upon ongoing data and analysis.

Your comments and suggestions

So what do you think about all of this? That is a question for my colleagues and members of the public, alike. Please share with me your thoughts and suggestions regarding the Growth Management Policy Board's Work.

Ron Peltier

City Council Member At Large

rpeltier@bainbridgewa.gov



Minutes

1. Call to order. Meeting was called to order at 6:35 PM Present were Scott Wilder, Maradel Gale, Ingrid Billies, and Joe Deets, Council representative.
2. Changes or Additions to Agenda. Maradel noted that the Complaint should be added to the agenda and she has a report which will be added to Communications.
3. Disclosure of conflicts of interest. Ingrid mentioned that she works with Althea Paulsen at Kitsap Immigrant Assistance Center. Asked the Board's opinion if they believe this would be a conflict of interest, the Board felt this would not constitute a conflict of interest.
4. Minutes of the June 25th, 2018 meeting were accepted.
5. Communications. Scott received an email from Frank Gremse from the Environmental Technical Advisory Committee asking if we can give an Ethics Training to their Committee in the month of August. No one on the Ethics Board will be available in the month of August. We will see if it can be done in September. Update on the Farmer's Market. Scott was in touch with Thomas Kelly of the Farmers Market. Scott sent him the application for the Board to have a booth there. He will get back to Scott. Scott will let the Board know when he hears back from him. Joe gave background on the complaint we received from Ms. Nassar. Group discussion on the complaint. Scott will draft the decision letter.
6. Public Comment. None.
7. Welcome Brian Strully. Next meeting.
8. Public Outreach. This will be addressed when Scott hears back from Thomas Kelly.
9. Review Education Module. This will be discussed next meeting.
10. Items for Next Meeting Agenda. Schedule ETAC training date. Scott will draft the decision letter for the Complaint. Reviewing the Education Module.
11. Next meeting date. September 17, 2018.
12. Adjournment. 7:43p.m.



Scott Wilder, Chair

7/17/18
Date



Minutes

Committee members present: Jeff Kanter, Co-chair, Andy Maron, Co-chair, Charles Averill, Steve Johnson, Ted Jones, Nancy Nolan

Committee Members absent: Emily Sato

Council Liaison present: Rasham Nassar

Also Present: Barry Loveless, COBI Director of Public Works, Doug Schulze, City Manager, Chris Gonzalez, FCS Group

The meeting was called to order at 5 p.m. by Co-Chair Jeff Kanter

The meeting notes for 7/11/18 and 8/8/18 were unanimously approved.

Public Comment: None

Internet/Cell Study Discussion:

City Manager Doug Schulze briefed the committee on the possibility of taking over KPUD's community WIFI. Discussions between the City and KPUD are underway. A draft of an Interlocal agreement is currently under review by the City Attorney. After his review, the KPUD board and the City Council will review the draft.

Taking over the WIFI network will not require additional staff and should be self-supporting. The WIFI network will provide a resource for connecting to the community, but is not a huge revenue opportunity.

Mr. Schulze also discussed the possibility of setting up a demo broadband community in the vicinity of City Hall. The community may include the cohousing community, the mobile home park, various office complexes in the area near Madison and Wyatt and possibly the Grow community.

The demo requires the City to obtain four strands of fiber located near the City Hall driveway from KPUD. KPUD's network currently employs an active ethernet system. Schulze says his research shows that active ethernet costs about 4x the cost of a GPON system, so the City wants to try running a GPON system on these 4 existent strands as part of the demo to determine whether it is feasible to run a GPON system on a system previously working as an active ethernet system. The demo should establish whether this methodology is a cost-effective way to move toward Bainbridge establishing its own broadband infrastructure. The estimated cost is about \$10,000 to \$20,000. The City would provide the broadband infrastructure for the demo and Steve Hellriegel of Net 253 has agreed to provide the actual connections from the home and businesses to the infrastructure. However, the goal is to ultimately have an open source network where the user can select their own ISP provider. This would require the user to pay for the connection from the end point to a node.



CITY OF
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UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, AUGUST 22, 2018
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Once the demo is run, the City will need to hire a consultant to create a business plan and a strategic plan for how to roll out a city owned broadband infrastructure. After Doug's departure, Steve Miller will be the point person for the City for this project. Mr. Schulze has used the Fort Collins, Co. business plan as a possible business plan model.

The advantage for City residents of having a City owned broadband network is better service at a lower price.

Comcast has a franchise agreement for its cable services, but the City cannot require Comcast to have a franchise agreement for broadband services.

Doug is preparing a package that will further explain the demonstration project, its costs and a funding proposal.

Ted Jones and Steve Johnson volunteered to be a UAC subcommittee to look at this proposal before the next UAC meeting on September 12th.

Public Works Update: Barry Loveless updated the committee about some public works projects including noting delays on the Miller Road project due to a strike among crane operators in Seattle.

Rate Structure: Chris Gonzalez of FCS Consulting updated the committee with a revised power point presentation that updated and added some information requested by the committee and narrowed down the remaining questions to be answered before a proposal can be presented to the Council.

Committee members and the Council liaison noted the importance of connecting the approval of the Water and Sewer CIP with the review of increased water and sewer rates as the projects presented in the CIP drive many of the assumptions behind the need to increase rates. The water CIP has gone from \$4 million last year to \$11.6 million in the current plan but has yet to be reviewed and acknowledged by Council. Mr. Loveless will present his latest CIP numbers again at the next meeting.

The committee agreed to take another closer look at the Water and sewer CIP in tandem with moving forward with recommendations concerning the water and sewer rate study.

The committee was in agreement that system participation fees for new connections will need to be increased to reflect their related costs. The Committee favored the consultant's recommendation to use the "Average Cost" method. It was pointed out that this fee increase is not reflected in the current analysis. Mr. Gonzales agreed to include these increased fees as revenue in his new calculations and rate proposals. This update will also be presented at the next meeting.



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Annual Election of Committee Chair: This item has been postponed until the next meeting.

The meeting was adjourned at 7p.m.

The next regular meeting is scheduled for September 12.



9/12/18

PUBLIC SAFETY COMMITTEE

Meeting Notes

Thursday, June 14, 2018

6:00 pm to 7:00 pm

**Bainbridge Island City Hall, Council Conference Room
280 Madison Avenue North, Bainbridge Island, WA 98110**

1. Call to order

Present were Councilmembers Sarah Blossom, Joe Deets and Ron Peltier. Police Chief Hamner. Members of the public in attendance were Cindy Anderson, Charlotte Rovelstad and Andy Rovelstad.

2. Modification to Agenda

Two items were added; a discussion on school safety, and potential changes to the Public Safety Committee (PSC).

3. Public Comment

Cindy Anderson spoke, to thank Chief Hamner for his work and for staying on as Chief of the Police Force.

Charlotte Rovelstad spoke, asking Chief Hamner to talk about his views regarding policing in the schools.

4. Police Chief Report

Chief Hamner discussed the first quarter 2018 Complaint/Performance review (see the attached). Highlights included there were no Internal Affairs investigations, and two complaints were received regarding conduct; one of which resulted in an oral reprimand of the Officer, and the other is on-going as to its investigation.

For the next meeting, Chief Hamner will provide data from previous years, and compare that with current year's data.

5. School Safety Discussion

Members of the Committee expressed that it is important to acknowledge that many students at Bainbridge schools do not feel safe. That every time there is a perceived threat at school, students are negatively affected because of the accompanying lockdown.

Chief Hamner emphasized that the Police Force is there to support the School. That it is the schools decision whether to ask the Police to come. Following a threat, Officers will stay around for a few days at the request of the school, and then leave. Chief Hamner believes, from what he has observed, that students welcome the police presence in these situations.

For the next meeting, or when they are available, School Superintendent Peter Bang- Knudsen will be invited to come and speak about school safety. Members expressed the need of having student representatives come as well, to provide their own perspective.

6. Potential Changes to Public Safety Committee

Councilman Peltier expressed the view that consideration should be given as to expanding the role of the Committee; perhaps changing its structure to a civilian Commission. Advocacy for changes in State Law could be part of its role.

Members agreed that he and Councilmember Deets will do research into what an expanded civilian group could look like. Chief Hamner referred Members to the organization NACOLE, the National Association for Civilian Oversight of Law Enforcement.

Chief Hamner provided an example of the difficulties of operating in the present Police Station. He advised that the single biggest support that he could ask for is to have a more functional Station.

7. For the Good of the Order

Future Topics were discussed, as follows:

School Safety. Invite School Superintendent Peter Bang-Knudsen, as well as student representatives (Joe will reach out to Peter, Sarah to the students).

Changes to State Law. Invite State Senator Christine Rolfes (Joe to contact).

Looking at trends. Chief Hamner will provide analysis from comparing past and current crime data.

Changes to the Committee. Councilmembers Deets and Peltier will report on their research.

The next meeting will be held on Thursday, September 13, 2018, at 6:00.

8. Adjournment. 7:10 pm.

Meeting Notes by Joe Deets

Approved Sept. 13, 2018:


Chair