



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 09, 2020**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
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WEBINAR ID: 976 0640 4078

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**
3. **PUBLIC COMMENT - 6:10 PM**
 - 3.A **Instructions for Providing Public Comment in Remote Meetings - City Clerk,**
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
4. **MAYOR'S REPORT - 6:25 PM**
5. **CITY MANAGER'S REPORT - 6:30 PM**
6. **FUTURE COUNCIL AGENDAS - 6:35 PM**
 - 6.A **Future Council Agendas,** 10 Minutes
[June 16 City Council Study Session.pdf](#)
[June 22 Special Joint City Council Meeting.pdf](#)
[June 23 City Council Regular Business Meeting.pdf](#)
7. **PUBLIC HEARING(S)**

- 7.A **(6:45 PM) Ordinance No. 2020-13 Relating to 6-Month Extension of Landmark Tree Ordinance - Planning,** 10 Minutes
20200225_Tree_Memo_Council
Ordinance No. 2020-13 Extending Landmark Tree Regulations Winslow Area - Public Hearing Draft Exhibit A (Revised) - Work Plan to Ordinance No. 2020-13 Extending Landmark Tree Regulations - For Public Hearing Draft.docx
Exhibit_B_Winslow Master Plan Study Area
Ord 2019-39

8. **UNFINISHED BUSINESS**

- 8.A **(6:55 PM) Next Steps for City Manager Transition - Mayor Schneider,** 20 Minutes
- 8.B **(7:15 PM) Discuss Options for Encouraging or Requiring Face Coverings on Bainbridge Island,** 15 Minutes
Resolution No. 2020-XX - Directive Related to Face Coverings.docx
Ordinance No. 2020-XX, COVID-19 Face Covering Requirement.docx

9. **NEW BUSINESS**

- 9.A **(7:30 PM) Staffing Request for COVID-19 Response - Executive,** 10 Minutes
Exec_Staffing_Request_for_Temporary_position_for CC 06092020
- 9.B **(7:40 PM) Core 40 Eagle Harbor Phase II Non-Motorized Improvements Project Grant Award and Budget Amendment - Public Works,** 10 Minutes
Eagle Harbor Phase II Slide Presentation.pptx
Resolution No. 2020-07, Accepting FHWA Grant Funding for Core 40 Eagle Harbor Phase II 2020 Contingency Supplemental Funding.xlsx
- 9.C **(7:50 PM) Ordinance No. 2020-14 Relating to 2020 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance** 10 Minutes
2020 1st QTR BUA Transmittal Memo_Final.docx
ORD 2020-14 2020 1st QTR Budget Amendments.docx
Ord 2020-14 Attachment A - Q1 Budget Amendments.pdf
- 9.D **(8:00 PM) Annual Road Striping Contract - Public Works,** 10 Minutes
2020 Road Striping Contract
Road Marking List_Attachment D.xlsx
Bid Form.doc
- 9.E **(8:10 PM) Amendment No. 1 to Water & Sewer Telemetry Upgrade Professional Services Agreement - Public Works,** 10 Minutes
Amendment No. 1 to Water & Sewer Telemetry Upgrade Professional Services Agreement
Water & Sewer Telemetry Upgrade Professional Services Agreement (Executed July 26, 2019)
- 9.F **(8:20 PM) Public Works 2020 Fleet Purchases - Public Works,** 10 Minutes
Utility Van & Bucket Truck Quotes.pdf

- 9.G **(8:30 PM) City Hall Repairs Project Contract Award - Public Works**, 5 Minutes
City Hall Repairs Contract.docx
- 9.H **(8:35 PM) 2020 Asphalt Repair Project - Public Works**, 10 Minutes
2020 Asphalt Repair Project Bid Form
2020 Asphalt Repair Project Contract
2020 Asphalt Repair Map (1).pdf
- 9.I **(8:45 PM) 2020 Kitsap Regional Coordinating Council (KRCC) ILA Amendment - Executive**, 5 Minutes
KRCC ILA - 2020 Proposed Amendment - Clean
KRCC ILA 2020 Amendment - Redline

10. COUNCIL DISCUSSION

- 10.A **(8:50 PM) Creation of Council Ad Hoc Committee to Develop a COVID-19 Economic Recovery Plan and Initial Discussion of Plan**, 10 Minutes
Economic Recovery Plan Ad Hoc Committee.pdf
- 10.B **(9:00 PM) Next Steps Regarding the City's Code of Conduct and Ethics Program**, 15 Minutes
KH Proposed Revisions to Resolution No. 2019-26 Updating the City's Ethics Program Approved 112619.pdf

11. CONSENT AGENDA

- 11.A **(9:15 PM) Agenda Bill for Consent Agenda**, 5 Minutes
- 11.B **Accounts Payable and Payroll**
Payroll.pdf
AP Report to Council of Cash Disbursements 06-10-20.pdf
- 11.C **Special City Council Meeting Minutes, May 19, 2020**
Special City Council Meeting Minutes May 19, 2020.pdf
- 11.D **Special City Council Meeting Minutes, May 26, 2020**
Special City Council Meeting Minutes May 26, 2020.pdf
- 11.E **Resolution No. 2020-05 relating to Climate Emergency - Deputy Mayor Nassar**, 5 Minutes
Climate Change Emergency Resolution Marked.pdf
Climate Emergency Resolution CCAC Recommendations 2-25-20.docx

12. COMMITTEE REPORTS - 9:20 PM

13. FOR THE GOOD OF THE ORDER - 9:25 PM

14. ADJOURNMENT - 9:35 PM

GUIDING PRINCIPLES

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

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

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

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

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



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: June 9, 2020

ESTIMATED TIME:

AGENDA ITEM: Instructions for Providing Public Comment in Remote Meetings - City Clerk,

SUMMARY: Instructions for providing public comment during remote meetings are attached.

AGENDA CATEGORY: Report

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

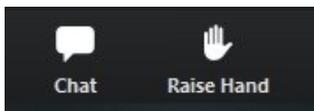
OFFICE OF THE CITY CLERK

April 28, 2020

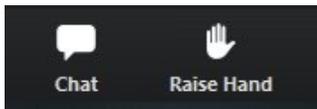
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions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

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

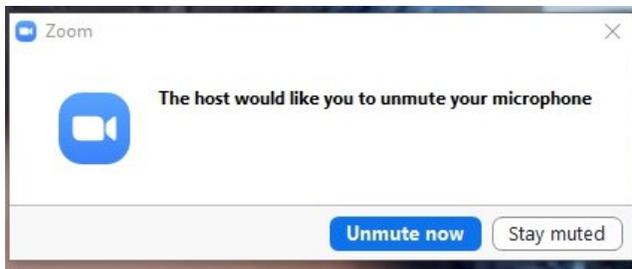
- Attendees who wish to provide public comment sign in to Zoom with their name.
- Attendee opens the Chat screen by clicking on the Chat icon at the bottom of the screen:



- The Chat screen opens on the right-hand side. During public comment, the Clerk will provide notice to speakers through Chat on the amount of time left to speak; attendees will not be able to message Council.
- Meeting Chair will indicate when it is time for public comment.
- Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen:



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



8. Attendee will appear on screen with other panelists, but without video, just name.
9. Attendee provides their comment.
10. Attendee will receive notice in Chat screen ("30 SECONDS") when there are 30 seconds left in the allotted time to speak.
11. Attendee will receive notice in Chat screen ("STOP") when the allotted time is over.
12. Attendee is returned to attendee group, and microphone is muted.
13. As always, public comment is simply received by the Council, with no response.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: Future Council Agendas,

SUMMARY: Council will review future Council agendas.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

[June 22 Special Joint City Council Meeting.pdf](#)

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

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, JUNE 16, 2020**

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, 20 Minutes**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **MAYOR'S REPORT**
5. **FUTURE COUNCIL AGENDAS**
6. **CITY COUNCIL DISCUSSION**
 - 6.A **(x PM) Affirm Council Priorities from March 6, 2020 Retreat - Mayor Schneider, 15 Minutes**
[2020_City_Council_Priorities_March Revision.pdf](#)
[2021-2022_Council_Budget_Priorities - DRAFT.pdf](#)
 - 6.B **(x PM) Formalize Process for Councilmembers to Add Items to Agendas - Mayor Schneider, 10 Minutes**
[Policy for Council-directed agenda items.docx](#)
7. **PRESENTATIONS**
 - 7.A **COBI Connects Status and Communications Priorities for 2020 and 2021-2022 30 Minutes**
8. **UNFINISHED BUSINESS**
 - 8.A **Self Service Storage Moratorium (Ord 2020-12)- Work Plan Discussion 30 Minutes**

8.B Farmers Market Improvements Discussion - Public Works,

20 Minutes

8.C Capital Improvement Plan Discussion, Continued - Public Works,

45 Minutes

8.D (x PM) Green Building Task Force Update and Next Steps- Planning, 30 Minutes

Green Building Discussion Council 20200609.pdf

2020 01 28 CC Staff Memo January Update

9. NEW BUSINESS

9.A X:XX PM Appointments to the Design Review Board and Planning Commission - Mayor Schneider

10 Minutes

10. FOR THE GOOD OF THE ORDER

11. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
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**SPECIAL JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING
MONDAY, JUNE 22, 2020**

ZOOM WEBINAR PLATFORM

AGENDA

1. **CALL TO ORDER/ROLL CALL - 5:00 PM**
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST**
3. **CLARIFY APPROACH FOR AFFORDABLE HOUSING INITIATIVES, FLOOR AREA RATIO (FAR) REVISIONS, AND RELATED LAND USE POLICY INITIATIVES**
4. **CLARIFY PRIORITIES FOR LAND USE CODE REVIEW**
5. **FOR THE GOOD OF THE ORDER**
6. **ADJOURNMENT - 8:00 PM**

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CITY OF
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CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 23, 2020

REMOTE MEETING ON ZOOM

AGENDA

1. CALL TO ORDER/ROLL CALL - 6:00 PM
2. EXECUTIVE SESSION
 - 2.A (6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, 20 Minutes
3. APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE
4. PUBLIC COMMENT
5. MAYOR'S REPORT
6. CITY MANAGER'S REPORT
7. FUTURE COUNCIL AGENDAS
8. PRESENTATION(S)
9. PUBLIC HEARING(S)
10. UNFINISHED BUSINESS
 - 10.A (x PM) Shoreline Management Program (SMP) Amendment for Critical Areas Ordinance Integration - Planning, 30 Minutes
[Staff_Memo_SMP_Amendment_Summary_of_ECY_comments](#)
[Staff Memo re SMP Amendment - CAO Integration - 072018](#)
[Public Participation Program](#)
[Draft Work Plan 20180111](#)
[SMP Revisions to Public Hearing Draft 20180607](#)

- 10.B **City Hall Repairs Project Contract Award** 10 Minutes
- 10.C **(XX PM) Monthly Update on 2020 Revenue and Expenses Forecasts - Executive** 10 Minutes
- 10.D **(x PM) Sportsman Club & New Brooklyn Intersection Improvements Professional Services Agreement Amendment No. 2 - Public Works,** 10 Minutes
Sportsman Club New Brooklyn Supp Agmt 2.pdf

11. NEW BUSINESS

- 11.A **Discuss Cost Allocation Methodology Overview for Budget preparation** 20 Minutes
- 11.B **Ordinance 2020-03 "Housekeeping" Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12, 18.15, and 18.36 BIMC - Planning,** 10 Minutes
20200623 CC Staff Memo.docx
Ord_2020-03.docx
Title 2 Changes Summary Table
Title 18 Changes Summary Table
Exhibit A Title 2 Housekeeping Changes
Exhibit B BIMC 18.09.020 Use Table Excerpt Temporary Uses
Exhibit C Title 18 Housekeeping Changes
PLANNING COMMISSION MINUTES 102419.pdf
- 11.C **(PM) Ordinance No. 2020-02 Relating to Accessory Dwelling Units (ADUs) - Planning,** 20 Minutes
20200623 Staff Memo on ADUs.docx
20200511 Ordinance 2020-02 DRAFT.docx
October 2018 Legal Memo on ADUs
March 12, 2020 Planning Commission Minutes
Planning Commission Subcommittee Recommendations Regarding ADUs
ADU Use Specific Standards 18.09.030
Building Official Memo re Tiny Home Appendix Q Adoption
- 11.D **Resolution No. 2020-04 Amending the City's Fee Schedule to add a "Temporary Construction Staging Permit" fee and a deposit fee for third-party review of environmental reports- Planning,** 5 Minutes
Resolution No. 2020-04 Amending Fee Schedule to Add Temp Construction Staging Permit.docx
- 11.E **Briefing on spending options for the federal Coronavirus Aid, Relief, and Economic Security (CARES) act grant** 20 Minutes
- 11.F **Information on Bainbridge Landing Path and Harbor Square Fence** 10 Minutes
- 11.G **(x PM) Financial Policies Presentation - Finance,** 20 Minutes
Financial Policies Update for June 9, 2020 CC.pptx

[2020_Financial_Policies_-_Summary_of_changes - Final.docx](#)
[RES 2008-14 - Debt Policy.pdf](#)
[RES 2016-20 Adopting a Municipal Securities Disclosure Policy Approved 082316.pdf](#)
[Resolution No. 2019-24 Updating the City's Procurement Policy Approved 100819.pdf](#)
[Resolution No. 2016-18 Amending Resolution No. 2009-02 Surplus Property Approved 082316.pdf](#)
[RES 93-52 - Investment Policy.pdf](#)
[Financial Policies Update for June 9, 2020 CC.pdf](#)
[Resolution_No._2020-08_Establishing_Financial_Policies.docx](#)

12. COUNCIL DISCUSSION

12.A Appointment of Deputy Mayor for July through December, 2020, 10 Minutes

13. CONSENT AGENDA

13.A Agenda Bill for Consent Agenda, 5 Minutes

13.B City Council Study Session Minutes, June 2, 2020

13.C City Council Regular Meeting Minutes, June 9, 2020

14. COMMITTEE REPORTS

15. FOR THE GOOD OF THE ORDER

16. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
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City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:45 PM) Ordinance No. 2020-13 Relating to 6-Month Extension of Landmark Tree Ordinance - Planning,

SUMMARY: On May 26, 2020, the City Council set the public hearing for June 9, 2020 related to Ordinance No. 2020-13, which would extend the interim control related to the protection of landmark trees for six months. The extension would be until December 26, 2020 to allow staff time to continue to work on the approved work plan that was delayed due to COVID-19 emergency situation, and to work toward the goal of completing the legislative process to amend the applicable regulations prior to the expiration of this interim control.

Note: Included as Exhibit A to Ordinance No. 2020-13 is a slightly revised version of the work plan which corrects two minor text mistakes in the public hearing draft. Those revisions are clearly shown in strikeout and yellow highlight.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to approve Ordinance No. 2020-13 to extend for six months the interim control related to the protection of landmark trees.

STRATEGIC PRIORITY: Green, Well-Planned Community

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 is proposed to be extended until December 26, 2020, via the adoption of this current ordinance, Ordinance No. 2020-13, unless terminated earlier or extended by the Council.

Since being initially adopted, the Council has amended the interim control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), on October 9, 2018 (via Ordinance No. 2018-42), on December 11, 2018 (via Ordinance 2018-45), and on June 25, 2019 (via Ordinance No. 2019-17).

On February 25, 2020, the City's Department of Planning and Community Development had a discussion with the Council on potential next steps and revisions to the municipal code regarding tree removal and the vegetation management permit and landmark tree chapters (see memo attached). By extending this ordinance, City staff will work toward the goal of completing the legislative process to amend the code prior to the expiration of this interim control.

As noted above, included as Exhibit A to Ordinance No. 2020-13 is a slightly revised version of the work plan which corrects two minor text mistakes in the public hearing draft. Those revisions are clearly shown in strikethrough and yellow highlight.

ATTACHMENTS:

[20200225 Tree Memo Council](#)

[Ordinance No. 2020-13 Extending Landmark Tree Regulations Winslow Area - Public Hearing Draft](#)

[Exhibit A \(Revised\) - Work Plan to Ordinance No. 2020-13 Extending Landmark Tree Regulations - For Public Hearing Draft.docx](#)

[Exhibit B Winslow Master Plan Study Area](#)

[Ord 2019-39](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Department of Planning and Community Development

Memorandum

Date: February 20, 2020
To: City Council
Heather Wright, Planning Director
From: Nick Snyder, City Arborist
Subject: Updating Tree Ordinance – Workplan

I. BACKGROUND

In 2018 the City of Bainbridge Island hired a team of arborists to review current tree and vegetation codes and suggest changes and updates. The team was invited to a City Council meeting to discuss their recommendations on May 7th, 2019. At that same meeting, City Staff generated a response to the arborists report which outlined the arborists proposal, examined the implications and concerns for the City, and made limited suggestions for a path forward. Based on the arborists report, the staff response, and the discussion at this meeting City Council directed City Staff to move forward with three action items:

1. Have a single point of contact for tree-related issues;
2. Develop a new ordinance to revise Chapters 16.18 and 18.15 BIMC and the Landmark Tree Ordinance (16.32 BIMC);
3. Develop permit assistance materials and educational resources.

II. RESPONSE TO PAST COUNCIL DIRECTION

The following paragraphs respond to the three items suggested by Staff and agreed upon by City Council:

1. Have a single point of contact for tree-related issues.

As of October 2019, with the hiring of a staff arborist, we now have a single point of contact for tree-related questions and reviews. As a result of this action, we have seen a reduction in permit review times for tree removal and vegetation maintenance permits and an improved ability to respond to community questions at our front counter.

2. Develop a new ordinance to revise Chapters 16.18 and 18.15 BIMC and the Landmark Tree Ordinance (16.32 BIMC);

In addition to several sound updates and changes the consulting arborists also recommended a paradigm shift in the way we address tree retention and evaluation. This proposed change would move the City away from our current Tree Unit based approach to a Canopy Area based approach. This suggested shift would

require a rewriting and reintegration of all our tree regulations, and reeducation of the citizenry on the new code requirements and language. In my professional opinion, it is unclear if the proposed canopy area model would lead to executable and equitable regulations or succeed in improving conditions in our community forest. Based on my review of the consulting arborists report, the associated staff report, the Community Forest Management Plan (CFMP), and city code, I propose that the ordinance focus on the following:

- Improve readability and accessibility of code language by integrating sections, and possibly chapters, into one comprehensive set of tree regulations where possible.
- Incorporate Landmark Tree Ordinance (LTO) (BIMC 16.32) protections into the new ordinance with an 'Exceptional Tree' designation that refines the qualifying species list and adds some additional qualifying characteristics not found in the LTO. Extend to all zoning districts except R-0.4, R-1, R-2.
- Better address retention and allocation of trees that provide tree units (TUs) to multiple properties.
- Remove ASCA and TRACE references where appropriate, replace with or include ISA or TRAQ where appropriate
- Include or improve definitions for "dead tree", "hazard tree", and "arborist report"
- Consider adding exceptions or incentives for restoration work
- Add clarifying language surrounding dead and dying trees or tree parts and their removal in the Mixed-Use Town Center
- Create a Land Stewardship Permit to allow for novel restoration projects or long-range planning for forests and vegetation management (including a wildfire preparedness component). This will allow mitigation strategies to incorporate new science and add flexibility for restoration projects.
- Update or remove tree valuation requirements found in BIMC 18.15.010. The City should consider implementing a mitigation value that applies flat amounts of required replanting per inch of Diameter Breast Height (DBH) to trees in different categories. This will simplify the valuation process and generate more useful and enforceable valuations.
- Adopt and incorporate references and information from the Best Management Practices (BMPs) Manual developed as part of the Community Forest Management Plan (CFMP) (adopted 2017)
- Update Tree Protection Zone (TPZ) language and match with BMP Manual
- Address protection of habitat snags that are retained as part of mitigation
- To better align with the Critical Areas Ordinance (BIMC 16.20) and Stormwater Review (SAR) process we will reincorporate language surrounding vegetation maintenance and clearing into the ordinance with 2,500 and 7,000 square foot thresholds.
- Remove or update outdated terminology, definitions, and practices.

I believe this plan would establish goals consistent with the direction of City Council and while bringing current terminology and best practices language into our municipal code. I don't believe this represents a fundamental change to our code but rather refines and improves upon what we have already built to better achieve the goals already set out in the CFMP and Comprehensive Plan. Our goal is to have a completed new ordinance to present to Council before the expiration of the Landmark Tree Ordinance on June 26th, 2020.

3. Develop permit assistance materials and educational resources.

Since my hiring, I have performed the following:

- Developed informational sheets.
These sheets that are intended to simplify the permit process for Tree Removal and Vegetation Management (TRVM) permits and vegetation management in Critical Areas (minor critical area permits). So far, I have begun to use them with citizens who come to the front counter as a single sheet that contains applicable code sections and a plainly written narrative including steps to take for a successful submittal.
- Begun work on a new set of webpages.
These pages will help simplify the meaning and requirements of the code language.

We also plan to include helpful tree and vegetation information and recommendations in upcoming editions of COBI Connects.

III. COUNCIL DECISION POINT

Staff is seeking Council's input on their approach to developing a revised tree ordinance. If Council approves the suggested approach, the Planning Department will begin their conversations with the Planning Commission before drafting any revised regulations and taking them through the legislative process.

PUBLIC HEARING DRAFT

ORDINANCE NO. 2020-13

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending the interim official control, codified as Chapter 16.32 of the Bainbridge Island Municipal Code; leaving the effective date of the interim official control unchanged; updating the work plan; and extending the duration of the interim official control until December 26, 2020.

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

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

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

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

WHEREAS, Landmark Trees, because of their age, size, and condition are recognized as having exceptional value in contributing to the character of the community; and

WHEREAS, the Planning Commission, Design Review Board, and the (former) Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island and the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control in the form of Chapter 16.32 of the Bainbridge Island Municipal Code (“BIMC”), *Preservation of Landmark Trees*, which designates Landmark Trees based on size and species, requires a permit to remove any Landmark Tree, and imposes a fine if a Landmark Tree is removed without a permit; and

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

WHEREAS, the City Council has previously amended the interim official control adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), and on October 9, 2018 (via Ordinance No. 2018-42); and

WHEREAS, on October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC; and

WHEREAS, on November 27, 2018, the City Council first discussed Ordinance No. 2018-45; and

WHEREAS, in response to comments and input that City staff and the City Council received regarding implementation and application of the Landmark Tree regulations, including comments from many property owners and Puget Sound Energy about difficulty in meeting the requirements of the regulations, City staff proposed amendments to the regulations to add exceptions for the type of Landmark Tree removal that would be approved through permit review; and

WHEREAS, in response to that input, on December 11, 2018, the City Council held a public hearing on Ordinance No. 2018-45, and considered and adopted Ordinance No. 2018-45 and the work plan that was adopted as Exhibit A to that ordinance; and

WHEREAS, the above described team of arborists provided their report and recommendations to City staff, and the City Council discussed that report and those recommendations at a Council study session on May 7, 2019; and

WHEREAS, prior to the expiration of Ordinance No. 2018-45, the City Council discussed Ordinance No. 2019-17 on May 28, 2019, held a public hearing on June 11, 2019, and adopted Ordinance No. 2019-17 on June 25, 2019 and the work plan that was adopted as Exhibit A to that ordinance, and that ordinance extended the duration of the interim official control and narrowed Chapter 16.32 BIMC, *Preservation of Landmark Trees*, to apply only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan (updated November 8, 2006), and as depicted in Exhibit B to that ordinance and this ordinance; and

WHEREAS, prior to the expiration of Ordinance No. 2019-17, on November 26, 2019, the City Council held a public hearing on Ordinance No. 2019-39 and forwarded it for approval on December 10, 2019; and

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 2019-39 and the updated work plan that was provided as Exhibit A to that ordinance; and

WHEREAS, on February 25, 2020, the City's Department of Planning and Community Development had a discussion with the City Council on potential next steps and revisions to the municipal code regarding tree removal, forest stewardship and vegetation maintenance (Chapter 16.18 BIMC), landscaping and tree retention (e.g., BIMC 18.15.010), and landmark tree

regulations (Chapter 16.32 BIMC), and an extension of this interim control will allow staff and the Council to work toward the goal of completing the legislative process to amend the code prior to the expiration of this interim control; and

WHEREAS, the Department of Planning and Community Development is recommending clarifying language, definitions, and terminology regarding the regulations at issue and to incorporate best management practices into the code as recommended by the Community Forest Management Plan (“CFMP”); and

WHEREAS, additional time is needed for the Planning Commission, community, and City Council to review the recommendations above described and consider the potential adoption of such recommendations that are consistent with the vision and goals of the City’s Comprehensive Plan; and

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

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

WHEREAS, as a result of the public health emergency, City staff and the City Council have not had a meaningful opportunity to substantially consider the regulations and policies at issue related to this interim control to ensure that the vision and goals of the City’s Comprehensive Plan are being met to the Council’s satisfaction; and

WHEREAS, at its May 26, 2020 meeting, the City Council considered this interim control and decided to set a public hearing for June 9, 2020 to accept public comment and consider this ordinance to extend the interim control for another six months; and

WHEREAS, on June 9, 2020, the City Council conducted a public hearing on this ordinance and the Council received and considered public comment related to this ordinance; and

WHEREAS, on June 9, 2020, after considering such public comment, the City Council adopted this ordinance to extend this interim control for six months, to December 26, 2020, unless the Council terminates the interim control earlier, and to otherwise amend the interim control as stated in this ordinance; and

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

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

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council’s initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2018-25 and as subsequently amended by Ordinance Nos. 2018-32, 2018-42, 2018-45, 2019-17, and 2019-39.

Section 2. Extension of Existing Interim Official Control. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby extending the imposition of the interim official control that was initially imposed by Ordinance No. 2018-25, and was most recently extended by Ordinance No. 2019-39, as described herein.

Section 3. Interim Official Control Extended. This interim official control is hereby amended to extend the interim official control in its current form as specified in this ordinance for six months, which is until December 26, 2020. This interim official control was narrowed previously by Ordinance No. 2019-17 to apply only to properties located within the Winslow Master Plan Study Area. See, BIMC 16.32.005 and the map included as Exhibit B (attached).

Section 4. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the interim official control at its meeting on June 9, 2020, and took public testimony and considered further findings of fact.

Section 5. Interim Official Control Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. Pursuant to this ordinance, and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinances related to this interim official control, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, and 2019-39, the City is hereby extending this interim official control for an additional six months based on the work plan as incorporated herein (see attached Exhibit A). These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this interim official control on June 9, 2020.

Section 6. Effect on Vested Rights. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant’s vested development rights as

defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete and applicable land use permit application before the effective date of this interim official control.

Section 7. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 8. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 9. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in full force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in the interim official control ordinances which preceded this ordinance, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, and 2019-39, except as described in the “Whereas” clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this interim official control were included in the “Whereas” clauses of Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, and 2019-39, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact. This ordinance does not change the effective date of this interim official control, which is June 26, 2018.

PASSED BY THE CITY COUNCIL this ____ day of June, 2020.

APPROVED BY THE MAYOR this ____ day of June, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	May 22, 2020
PASSED BY THE CITY COUNCIL:	June ____, 2020
PUBLISHED:	June ____, 2020
EFFECTIVE DATE:	June ____, 2020
ORDINANCE NUMBER:	2020-13
ATTACHED:	Exhibit A (Work Plan), Exhibit B (Winslow Master Plan Study Area)

EXHIBIT A (REVISED)
(TO PUBLIC HEARING DRAFT)



PROTECTION OF LANDMARK TREES

UPDATED WORK PLAN FOR INTERIM REGULATIONS (May 26, 2020)

INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES:

On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code, Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and has been extended until December 26, 2020, via the adoption of this current ordinance, Ordinance No. 2020-13, unless terminated earlier or extended by the City Council.

The City Council has amended the interim official control initially adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), on October 9, 2018 (via Ordinance No. 2018-42), on December 11, 2018 (via Ordinance No. 2018-45), on June 25, 2019 (via Ordinance No. 2019-17), and on November 26, 2019 (via Ordinance No. 2019-39).

The City has developed and is proceeding based on the Updated Work Plan described below to address the issues related to preservation of **larger landmark** trees raised by the adoption of the interim regulations set forth in Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, and 2019-39, as well as in this current ordinance, Ordinance No. 2020-13.

June – August 2020

It is expected that City staff will brief the Planning Commission on the approach that was presented and approved by the City Council on February 25, 2020 related to tree removal and the vegetation management permit and landmark tree chapters. Based on the Planning Commission's feedback and input, **still City staff** will draft code changes.

August 2020

Staff would then provide such draft code changes to the Planning Commission and invite community participation.

September 2020

Based on further input, it is expected that staff will refine the proposed code changes and present them to the Planning Commission (via a draft ordinance). After holding a public hearing, the Planning Commission would then make a recommendation to the Council on tree removal and the vegetation management permit and landmark tree chapters.

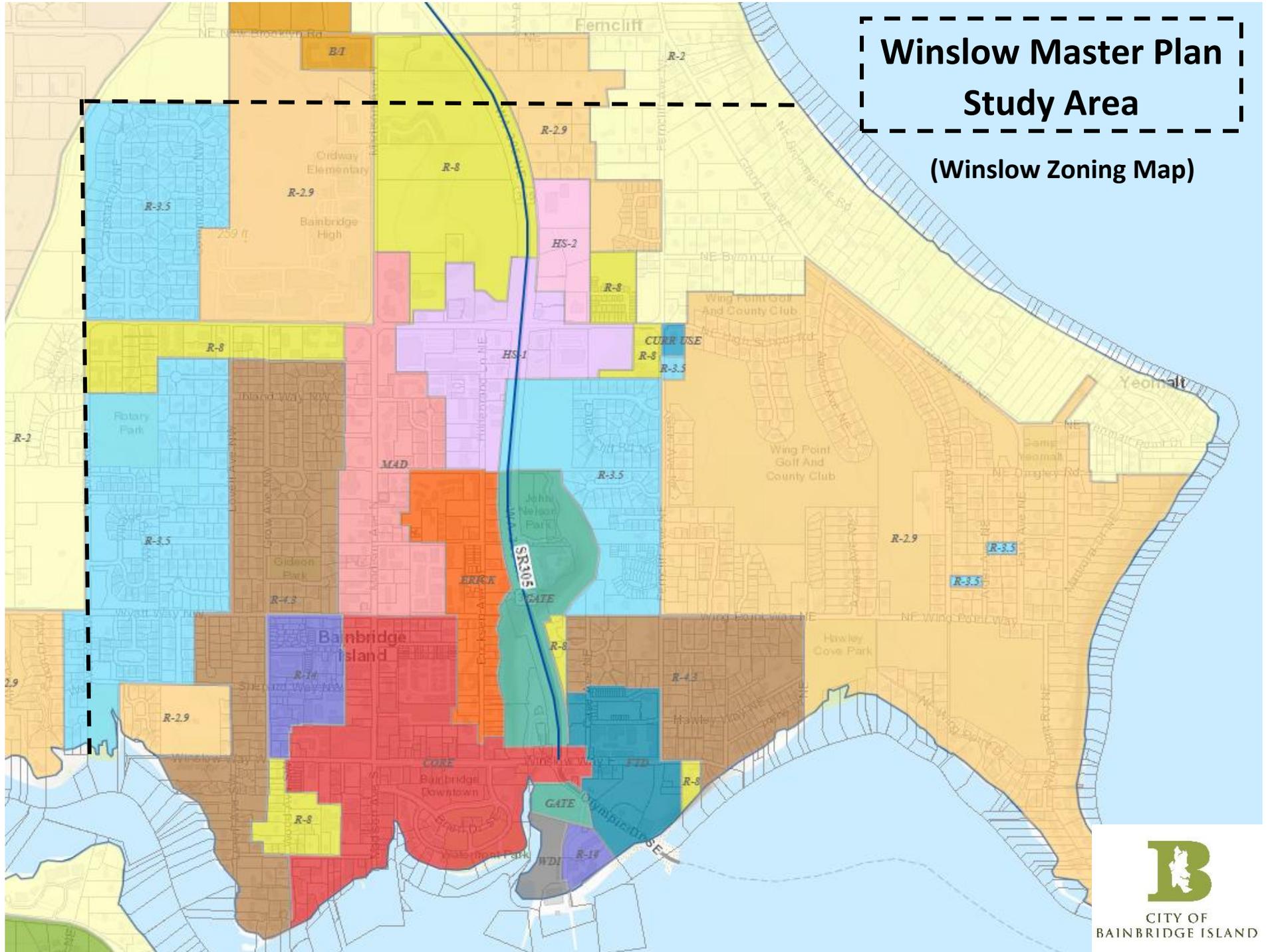
October 2020

The proposed code changes would then be provided to the Council for review and consideration. After such review and consideration, the Council could take action to approve an amendment to the tree removal and the vegetation management permit and landmark tree chapters.

November – December 2020

Following the passage of the new regulations as above described, staff will perform outreach and educate the public about best tree practices and the new regulations.

EXHIBIT B



**Winslow Master Plan
Study Area**

(Winslow Zoning Map)

ORDINANCE NO. 2019-39

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending the interim official control, codified as Chapter 16.32 of the Bainbridge Island Municipal Code; leaving the effective date of the interim official control unchanged; updating the work plan; and extending the duration of the interim official control until June 26, 2020.

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

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

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

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge Island and the City has received numerous public comments expressing concern regarding the loss of Landmark Trees on 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 Planning Commission, Design Review Board, and the Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island and the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control in the form of Chapter 16.32 BIMC, *Preservation of Landmark Trees*, which designates Landmark Trees based on size and species, requires a permit to remove any Landmark Tree, and imposes fines if a Landmark Tree is removed without a permit; and

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

WHEREAS, the City Council has previously amended the interim official control adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance 2018-42), and on December 11, 2018 (via Ordinance 2018-45); and

WHEREAS, on October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC; and

WHEREAS, on November 27, 2018, the City Council first discussed Ordinance No. 2018-45; and

WHEREAS, in response to comments and input that City staff and the City Council received regarding implementation and application of the Landmark Tree regulations, including comments from many property owners and Puget Sound Energy about difficulty in meeting the requirements of the regulations, City staff proposed amendments to the regulations to add exceptions for the type of Landmark Tree removal that would be approved through permit review; and

WHEREAS, in response to that input, on December 11, 2018, the City Council held a public hearing on Ordinance No. 2018-45, and considered and adopted Ordinance No. 2018-45 and the work plan that was adopted as Exhibit A to that ordinance; and

WHEREAS, the above described team of arborists provided their report and recommendations to City staff, and the City Council discussed that report and those recommendations at a Council study session on May 7, 2019; and

WHEREAS, additional time is needed for the City Council to review the recommendations and consider the potential adoption of such recommendations that are consistent with the vision and goals of the City’s Comprehensive Plan; and

WHEREAS, prior to the expiration date of Ordinance No. 2018-45, the City Council discussed Ordinance No. 2019-17 on May 28, 2019, held a public hearing on June 11, 2019, and adopted Ordinance No. 2019-17 on June 25, 2019 and the work plan that was adopted as Exhibit A to that ordinance, and that ordinance extended the duration of the interim official control and narrowed Chapter 16.32 BIMC, *Preservation of Landmark Trees*, to apply only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan (updated November 8, 2006), and as depicted in Exhibit B to that ordinance and this ordinance; and

WHEREAS, on November 26, 2019, the City Council held a public hearing on this ordinance, Ordinance No. 2019-39 and forwarded it for approval on December 10, 2019; and

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 2019-39 and the updated work plan that is provided as Exhibit A to this ordinance; 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 initially established by Ordinance No. 2018-25 and as subsequently amended by Ordinance Nos. 2018-32, 2018-42, 2018-45, and 2019-17.

Section 2. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension to the interim official control at its meeting on November 26, 2019, and took public testimony and considered further findings of fact.

Section 3. Interim Official Control Amended. This interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control in its current form (i.e., as narrowed by Ordinance No. 2019-17) until June 26, 2020, six months beyond the current expiration date which, without this amendment, would be December 26, 2019.

Section 4. Interim Official Control Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made, and the City is hereby extending the interim official control as described herein based on the updated 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 interim official control, and the City is hereby extending the interim official control by six months based on an updated work plan (see attached Exhibit A), and after conducting another public hearing and adopting additional findings of fact as stated in this ordinance.

Section 5. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the initial emergency declarations stated in the related interim official control ordinances that preceded this ordinance, Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this interim official control were included in the "Whereas" clauses of Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, as well as in this ordinance, and those "Whereas" clauses are adopted as findings of fact.

Section 6. Extension of Duration of Interim Official Control. This ordinance amending the interim official control shall extend the duration of the interim official control for an additional six-month period beyond the current expiration date, until June 26, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is June 26, 2018. 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.

Section 7. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 8. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL this 10th day of December, 2019.

APPROVED BY THE MAYOR this 10th day of December, 2019.



Kol Medina, Mayor

ATTEST/AUTHENTICATE:


Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	November 8, 2019
PASSED BY THE CITY COUNCIL:	December 10, 2019
PUBLISHED:	December 13, 2019
EFFECTIVE DATE:	December 18, 2019
ORDINANCE NUMBER:	2019-39
ATTACHED:	Exhibit A, Exhibit B

EXHIBIT A



PROTECTION OF LANDMARK TREES

UPDATED WORK PROGRAM FOR INTERIM REGULATIONS (November 12, 2019)

INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES:

On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, *Protection of Landmark Trees*. The interim official control took effect immediately and **has been extended until June 26, 2020**, via the adoption of this current ordinance, Ordinance No. 2019-39, unless terminated earlier or extended by the City Council.

Since being adopted, the City Council has amended the interim official control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), on October 9, 2018 (via Ordinance 2018-42), on December 11, 2018 (via Ordinance 2018-45), and on June 25, 2019 (via Ordinance 2019-17).

The City has developed and is proceeding based on the **Updated Work Program** described below to address the issues related to preservation of larger trees raised by the adoption of the interim regulations set forth in Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, as well as this current ordinance, Ordinance No. 2019-39.

Fall 2018

On October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists led by Katy Bigelow and John Bornsworth to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC. The City Manager negotiated and executed a contract with the team of arborists, and the team's recommendations were received in December 2018.

October 2019

The City hired a full-time Arborist to perform a variety of work including reviewing various tree permits (4 total, including the Landmark Tree permit), to educate the public about best tree practices, and to participate in any tree preservation, protection, and retention ordinance regulations for the Department of Planning and Community Development.

February 2020

It is expected that the City Council will revisit the final report and recommendations from the consultant arborists, and that the Council, with the assistance of the City Arborist, will consider and provide policy direction to staff about which recommendations to pursue. A possible result of that Council consideration could be proposed code changes, first reviewed by the Planning Commission, and/or recommendations not related to the code such as improved outreach and education materials.

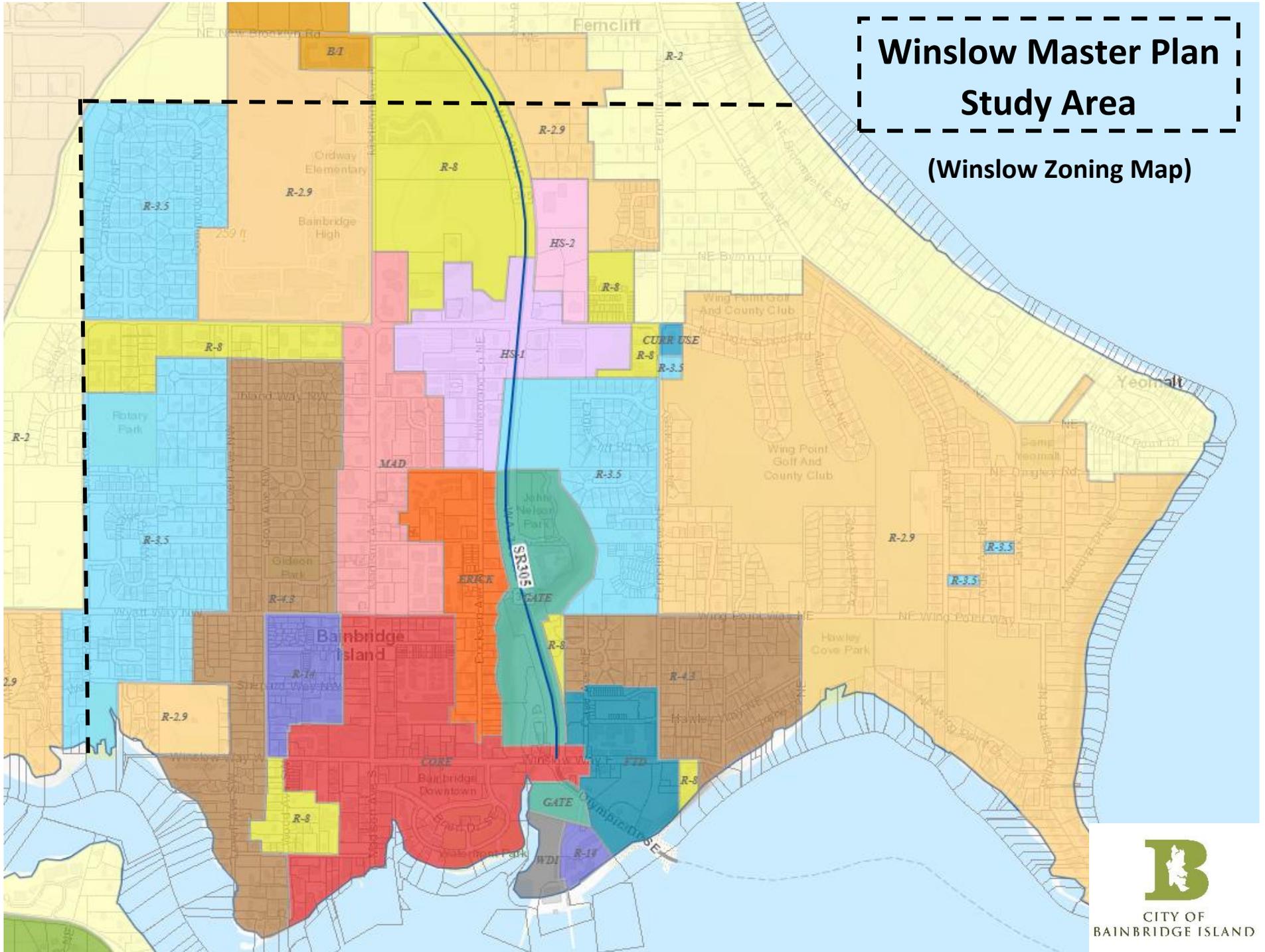
March – April 20

After the City Council provides policy direction to City staff, the Planning Commission would review any drafted code changes (via a draft ordinance). After holding a public hearing, the Planning Commission would make recommendations to the Council on a tree preservation, protection, and retention ordinance.

May – June 2020

The City Council would then review and take action on the proposed ordinance.

EXHIBIT B



**Winslow Master Plan
Study Area**

(Winslow Zoning Map)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (6:55 PM) Next Steps for City Manager Transition - Mayor Schneider,

SUMMARY: Council will discuss next steps for the City Manager transition.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:15 PM) Discuss Options for Encouraging or Requiring Face Coverings on Bainbridge Island,

SUMMARY: At the June 2, 2020 City Council meeting, the Council asked the City Attorney to bring back options for Council consideration regarding a strong recommendation or, alternatively, an enforceable requirement related to the wearing of face coverings in certain locations on Bainbridge Island to address the COVID-19 public health emergency. Included with this agenda item is a draft resolution and an alternative draft ordinance for the Council's consideration.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Possible Motions:

Option 1: I move to adopt Resolution No. 2020-___ related to the City Council's strong recommendation that individuals on Bainbridge Island wear face coverings in certain circumstances to address the COVID-19 public health emergency.

Option 2: I move to adopt Ordinance No. 2020-___ related to requiring the wearing of face coverings for individuals on Bainbridge Island in certain circumstances to address the COVID-19 public health emergency.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND: As requested by the City Council, the City Attorney's Office has prepared for the Council's consideration two measures: (1) a resolution that strongly recommends the wearing of face coverings in certain circumstances on Bainbridge Island; and, alternatively, (2) an ordinance that requires the wearing of face coverings in certain circumstances on Bainbridge Island and includes enforcement provisions to address violations.

Regarding the attached draft resolution, the resolution is based in large part on similar directives recently issued by the Health Officers of King County and Whatcom County.

Regarding the attached draft ordinance, the recitals and findings in the ordinance are also based on the same directives recently issued by the Health Officers of King County and Whatcom County as above described. However, based on the Council's discussion at its June 2 meeting, the City Attorney's understanding in drafting the proposed ordinance is that the intent of such an ordinance is to go beyond a strong recommendation and provide for enforcement that would apply to violators. The draft includes such enforcement provisions.

In preparing the draft ordinance, the City Attorney consulted with City Management related to the enforcement provisions in the draft, including the City Manager, Deputy City Manager, Police Chief, and Director of Planning and Community Development. Based on such consultation, the City Attorney drafted the enforcement provisions of the ordinance such that the Police Department would be responsible for enforcement because other departments of the City are not set up to provide the enforcement as contemplated.

That said, City Management also has significant concerns related to the Police Department being involved in such enforcement because such an activity would require a significant use and expenditure of Police Department and other City resources, including related to the Police Department receiving and responding to complaints about alleged violations of such a new local law, as well as related to the prosecution and adjudication via the municipal court of such matters. The City Attorney strongly recommends that the Council thoroughly consider such concerns before adopting an ordinance that would include such enforcement provisions.

ATTACHMENTS:

[Resolution No. 2020-XX - Directive Related to Face Coverings.docx](#)

[Ordinance No. 2020-XX, COVID-19 Face Covering Requirement.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2020-___

A RESOLUTION of the City of Bainbridge Island, Washington, relating to the COVID-19 public health emergency; strongly encouraging certain individuals to wear face coverings under certain circumstances to reduce the spread of COVID-19.

WHEREAS, on January 21, 2020, the first case of novel coronavirus disease (COVID-19) was confirmed in a person from Washington State, who had traveled from China through King County, and King County is the most populous county in Washington State and is nearby to Bainbridge Island and Kitsap County; and

WHEREAS, throughout February 2020, the number of cases of COVID-19 increased significantly in the local region and throughout Washington State, with the first COVID-19 related death in the United States announced on February 29, 2020; and

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

WHEREAS, on February 29, 2020, Governor Jay Inslee proclaimed a state of emergency within Washington State due to COVID-19; and

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

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

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

WHEREAS, on March 9, 2020, Bainbridge Island City Manager Morgan Smith issued a Proclamation of Emergency in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare; and

WHEREAS, on March 10, 2020, the Bainbridge Island City Council enacted Resolution No. 2020-06, which recognized the existence of the public health emergency, affirmed the Proclamation of Emergency issued by the City Manager, and authorized the emergency procurement of goods and services to address the emergency; and

WHEREAS, on March 11, 2020, the World Health Organization declared a state of pandemic due to COVID-19; and

WHEREAS, on March 13, 2020, President Donald Trump declared a National Emergency due to COVID-19, and on March 22, 2020 a Major Disaster was declared for the State of Washington; and

WHEREAS, on March 23, 2020, Governor Inslee imposed a “Stay Home – Stay Healthy” Order throughout Washington State prohibiting all people in Washington State from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participants, and related to all non-essential businesses in Washington State; and

WHEREAS, on May 4, 2020, Governor Inslee issued a Proclamation modifying his “Stay Home – Stay Healthy” Order, with a phased-in approach to reopen Washington, which is increasing the frequency of encounters of residents with non-household members on Bainbridge Island, Kitsap County, and in neighboring counties, and is increasing their risk of exposure to persons with infectious COVID-19; and

WHEREAS, the age, condition, and health of a significant portion of the population of Bainbridge Island, Kitsap County, and other local cities and counties places that population at risk for serious health complications, including death, from COVID-19; and

WHEREAS, a large surge in the number of persons with serious infections can compromise the ability of the regional healthcare system to deliver necessary healthcare to the public; and

WHEREAS, individuals can be infected and contagious before or even without developing symptoms (pre-symptomatic and asymptomatic), and the evidence suggests a significant number of infections may be transmitted in this manner; and

WHEREAS, the United States Centers for Disease Control and Prevention (“CDC”) has confirmed that a significant number of individuals who are infected remain asymptomatic and that as many as 25 percent of these individuals may contribute to transmission of the virus that causes COVID-19; and

WHEREAS, one key transmission method for COVID-19 is respiratory droplets that individuals expel when they breathe, talk, cough, or sneeze; and

WHEREAS, the CDC has recommended that members of the public should cover their noses and mouths with a cloth face covering to prevent inadvertently spreading COVID-19 while interacting with others outside their homes in public settings where other social distancing measures are difficult to maintain, especially in areas like the Puget Sound region with significant community-based transmission; and

WHEREAS, on May 28, 2020, Washington State Secretary of Health John Wiesman approved Kitsap County’s request to move to Phase 2 of the state’s Safe Start plan for COVID-19 recovery; and

WHEREAS, in a press release issued May 28, 2020 and in other current materials provided as part of Kitsap County’s COVID-19 response, Kitsap County residents are urged to: maintain six feet of distance from others in public whenever possible; wear a cloth face covering in places where physical distance can’t be maintained; be compassionate to people who cannot wear face coverings; stay home when sick; wash hands frequently; clean and disinfect frequently used objects and surfaces; and cover coughs and sneezes; and

WHEREAS, in nearby Seattle and King County, on April 1, 2020, Public Health – Seattle and King County issued updated guidance on wearing face covering, stating that: “wearing a fabric mask can help prevent the spread of infection to others when the mask is worn by someone who already is infected with the virus that causes COVID-19, even if they don’t have symptoms. The mask could help by blocking infectious droplets from spreading when someone with the infection coughs, sneezes or speaks;” and

WHEREAS, on June 1, 2020, Governor Inslee issued his “Safe Start” proclamation, Proclamation 20-25.4, which states, in part: “FURTHERMORE, until there is an effective vaccine, effective treatment or herd immunity, it is crucial to maintain some level of community interventions to suppress the spread of COVID-19 throughout all phases of recovery; and, therefore, throughout all phases, individuals should continue to engage in personal protective behaviors including: practice physical distancing, staying at least six feet away from other people; wear cloth face coverings in public places when not eating or drinking; stay home if sick; avoid others who are sick; wash hands frequently; cover coughs and sneezes; avoid touching eyes, nose and mouth with unwashed hands; and disinfect surfaces and objects regularly;” and

WHEREAS, Proclamation 20-25.4 issued by Governor Inslee also states: “FURTHERMORE, I hereby order, in addition to other requirements detailed in the Safe Start Washington Phased Reopening Plan, that, beginning on June 8, 2020, when on the job, all employees must wear a facial covering except when working alone or when the job has no in-person interaction as detailed in the Safe Start Washington Phased Reopening Plan; and, further, that employers must provide cloth facial coverings to employees, unless their exposure dictates a higher level of protection;” and

WHEREAS, there is a national shortage of medical grade masks, surgical masks, and N-95 respirator masks that are critically needed for healthcare providers who are on the front lines working to protect all of us, and health officials are increasingly urging non-medical workers to wear non-medical grade cloth face coverings to help curb the spread of COVID-19; and

WHEREAS, workers of certain essential businesses and other frontline employees must be protected because they face greater exposure and risk of contracting COVID-19 due to their frequent in person contact with members of the public and inability to work from home and widespread mask use may decrease the risk of spread from someone with an unrecognized infection; and

WHEREAS, there is a long history of racism and discriminatory policies that Native Peoples, People of Color, immigrant and refugee, LGBTQ communities, homeless, and other marginalized communities have faced in Washington State that may impact an individual's ability to feel safe while wearing a face covering; and

WHEREAS, the City of Bainbridge Island is dedicated to providing all its residents with fair and equal access to services, opportunities, and protection; inviting and encouraging public engagement; and reflecting consideration for cultural differences; and

WHEREAS, the City of Bainbridge Island is partnering with community based organizations to make available cloth face coverings to the public; and

WHEREAS, the City Council recognizes that a face covering directive may not be needed to the same extent throughout Bainbridge Island, and that it would be best to focus the directive on the area in which it is needed most at this point, which is the retail area along Winslow Way that generally experiences higher levels of pedestrian and vehicular traffic than other areas of the Island; and

WHEREAS, a public health emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, continues to exist on Bainbridge Island; and

WHEREAS, the City of Bainbridge Island, as a code city, has broad emergency authority under Article 11, Section 11 of the Washington State Constitution, including an affirmative grant of authority to make and enforce within the City's limits all such local police, sanitary, and other regulations as are not in conflict with general laws; and

WHEREAS, pursuant to Article 11, Section 11 of the Washington State Constitution, as well as Chapter 35A.13 and Chapter 35A.11 RCW, the City of Bainbridge Island is authorized to exercise local police powers so long as the subject matter is local, the City is acting in a reasonable way, and the action is consistent with state law, and all of those criteria are met in this situation; and

WHEREAS, based upon the findings set forth above, the City Council has a clear basis to impose requirements related to face coverings on Bainbridge Island but the intent of the Council at this time is to strongly encourage compliance with the directives stated in this resolution, rather than to enforce such directives through other means (e.g., via the issuance of citations for civil infractions), because such enforcement would require a significant use of Bainbridge Island Police Department and other City resources and those resources are currently fully engaged in addressing the COVID-19 emergency and other matters important to the Bainbridge Island community.

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

Section 1. Purpose. The purpose of this resolution is to educate, urge, persuade, and strongly encourage individuals to wear face coverings to prevent the spread of COVID-19.

Section 2. Findings. The recitals set forth above are hereby adopted as findings of fact for this resolution. For the reasons set forth in those recitals, the City Council finds that this resolution is necessary to protect the public health, safety, and welfare by reducing the spread of COVID-19 within the City of Bainbridge Island and more broadly.

Section 3. Face Coverings Strongly Recommended. Every individual is strongly encouraged to wear a face covering over their nose and mouth when they cannot maintain distancing of approximately six feet from another individual who does not share their household.

- A. This directive applies only to properties that adjoin Winslow Way, from the Washington State Ferry Terminal to Grow Avenue.
- B. At this time, because it continues to be important to conserve medical-grade or N-95 respirator face coverings for health care workers, unless a particular health reason requires it, individuals should use fabric coverings, such as cloth face masks, scarves and bandana coverings, or other material as recommended by the United States Centers for Disease Control and Prevention.
- C. It is important that cloth face masks be worn properly in order to avoid contaminating the hands or face of the user. Before putting on a mask and after removing a mask, an individual should clean their hands with alcohol-based hand rub or soap and water and change masks when moist, and wash after use. While in use, avoid touching the mask. Worn masks may be contaminated with infectious agents.
- D. Face covering use does not replace the need to practice physical distancing (staying away from ill people, staying home, and avoiding all non-essential activities and contact with others), frequent handwashing, and avoiding touching of the face.

Section 4. Exceptions. The face covering directive that is effectuated by this resolution shall not apply to the following individuals on Bainbridge Island:

- A. Any child aged two years or less.
- B. Any child aged 12 years or less unless parents or caregivers supervise the use of face coverings by such children to avoid misuse.
- C. Any individual who has a physical disability that prevents easily wearing or removing a face covering.
- D. Any individual who is deaf and uses facial and mouth movements as part of communication.

- E. Any individual who has been advised by a medical professional that wearing a face covering may pose a risk to that individual for health-related reasons.
- F. Any individual who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

Section 5. Applicability. The areas and establishments to which this directive applies include, but are not limited to, the following:

- A. Groceries, pharmacies, and other retail establishments that sell food and beverage products, including but not limited to grocery stores, corner stores and convenience stores (including liquor stores), farmers' markets, food banks, farm and produce stands, supermarkets, other establishments that sell groceries and essentials, and similar food retail establishments.
- B. Commercial retail stores that supply essential sectors, including convenience stores, pet supply stores, auto supplies and repair, hardware and home improvement, garden stores and nurseries that support food cultivation and production, office supply stores that support working-from-home, and home appliance retailers.
- C. Restaurant carry-out and quick-serve food operations, including related to food preparation, carry-out, and delivery food employees.
- D. Tobacco and vapor sellers.
- E. Sidewalks, trails, streets, parks, and parking lots.

Section 6. Signage Directive. All commercial establishments along Winslow Way that are subject to this resolution are strongly encouraged to post signage near all public entrances advising individuals to wear face coverings on the premises. The City will make available to download signage that can be used for this purpose.

Section 7. Relationship to Other Laws and Regulations. Nothing in this resolution reduces or eliminates the requirements imposed by Directives and Orders from the Local Health Officer, Governor, or other regulatory state or federal agency, including employer specific directives from the Washington State Department of Labor and Industries.

Section 8. Compliance and Enforcement.

- A. Violation of this resolution does not create grounds for residents or law enforcement to stop, detain, issue a citation, arrest, intimidate, or harass individuals who do not comply with it. This resolution should be used to educate, urge, persuade, and strongly encourage individuals to wear face coverings to prevent the spread of COVID-19.
- B. The City Council strongly encourages all people on Bainbridge Island to support the health and well-being of the community by complying with this resolution without delay.

Section 9. Duration. This resolution shall expire upon the determination by the City Council that there is no longer a need for face coverings related to addressing the COVID-19 public health emergency.

PASSED by the City Council this _____ day of June, 2020.

APPROVED by the Mayor this _____ day of June, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: June 5, 2020
PASSED BY THE CITY COUNCIL: June ____, 2020
RESOLUTION NO. 2020-____

ORDINANCE NO. 2020-__

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the COVID-19 public health emergency; amending Title 8 of the Bainbridge Island Municipal Code (“BIMC”) to include a new Chapter 8.02 BIMC requiring certain individuals to wear face coverings under certain circumstances to reduce the spread of COVID-19.

WHEREAS, on January 21, 2020, the first case of novel coronavirus disease (COVID-19) was confirmed in a person from Washington State, who had traveled from China through King County, and King County is the most populous county in Washington State and is nearby to Bainbridge Island and Kitsap County; and

WHEREAS, throughout February 2020, the number of cases of COVID-19 increased significantly in the local region and throughout Washington State, with the first COVID-19 related death in the United States announced on February 29, 2020; and

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

WHEREAS, on February 29, 2020, Governor Jay Inslee proclaimed a state of emergency within Washington State due to COVID-19; and

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

WHEREAS, on March 3, 2020, the Kitsap Public Health District moved to full activation of their Emergency Coordination Center (“ECC”) and has received significant resource requests from across Kitsap County; and

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

WHEREAS, on March 9, 2020, Bainbridge Island City Manager Morgan Smith issued a Proclamation of Emergency in accordance with Chapter 2.44 of the Bainbridge Island Municipal Code, proclaiming the existence, or imminent threat, of an emergency threatening the public health, safety, and welfare; and

WHEREAS, on March 10, 2020, the Bainbridge Island City Council enacted Resolution No. 2020-06, which recognized the existence of the public health emergency, affirmed the

Proclamation of Emergency issued by the City Manager, and authorized the emergency procurement of goods and services to address the emergency; and

WHEREAS, on March 11, 2020, the World Health Organization declared a state of pandemic due to COVID-19; and

WHEREAS, on March 13, 2020, President Donald Trump declared a National Emergency due to COVID-19, and on March 22, 2020 a Major Disaster was declared for the State of Washington; and

WHEREAS, on March 23, 2020, Governor Inslee imposed a “Stay Home – Stay Healthy” Order throughout Washington State prohibiting all people in Washington State from leaving their homes or participating in social, spiritual, and recreational gatherings of any kind regardless of the number of participants, and related to all non-essential businesses in Washington State; and

WHEREAS, on May 4, 2020, Governor Inslee issued a Proclamation modifying his “Stay Home – Stay Healthy” Order, with a phased-in approach to reopen Washington, which is increasing the frequency of encounters of residents with non-household members on Bainbridge Island, Kitsap County, and in neighboring counties, and is increasing their risk of exposure to persons with infectious COVID-19; and

WHEREAS, the age, condition, and health of a significant portion of the population of Bainbridge Island, Kitsap County, and other local cities and counties places that population at risk for serious health complications, including death, from COVID-19; and

WHEREAS, a large surge in the number of persons with serious infections can compromise the ability of the regional healthcare system to deliver necessary healthcare to the public; and

WHEREAS, individuals can be infected and contagious before or even without developing symptoms (pre-symptomatic and asymptomatic), and the evidence suggests a significant number of infections may be transmitted in this manner; and

WHEREAS, the United States Centers for Disease Control and Prevention (“CDC”) has confirmed that a significant number of individuals who are infected remain asymptomatic and that as many as 25 percent of these individuals may contribute to transmission of the virus that causes COVID-19; and

WHEREAS, one key transmission method for COVID-19 is respiratory droplets that individuals expel when they breathe, talk, cough, or sneeze; and

WHEREAS, the CDC has recommended that members of the public should cover their noses and mouths with a cloth face covering to prevent inadvertently spreading COVID-19 while interacting with others outside their homes in public settings where other social distancing

measures are difficult to maintain, especially in areas like the Puget Sound region with significant community-based transmission; and

WHEREAS, on May 28, 2020, Washington State Secretary of Health John Wiesman approved Kitsap County’s request to move to Phase 2 of the state’s Safe Start plan for COVID-19 recovery; and

WHEREAS, in a press release issued May 28, 2020 and in other current materials provided as part of Kitsap County’s COVID-19 response, Kitsap County residents are urged to: maintain six feet of distance from others in public whenever possible; wear a cloth face covering in places where physical distance can’t be maintained; be compassionate to people who cannot wear face coverings; stay home when sick; wash hands frequently; clean and disinfect frequently used objects and surfaces; and cover coughs and sneezes; and

WHEREAS, in nearby Seattle and King County, on April 1, 2020, Public Health – Seattle and King County issued updated guidance on wearing face covering, stating that: “wearing a fabric mask can help prevent the spread of infection to others when the mask is worn by someone who already is infected with the virus that causes COVID-19, even if they don’t have symptoms. The mask could help by blocking infectious droplets from spreading when someone with the infection coughs, sneezes or speaks;” and

WHEREAS, on June 1, 2020, Governor Inslee issued his “Safe Start” proclamation, Proclamation 20-25.4, which states, in part: “FURTHERMORE, until there is an effective vaccine, effective treatment or herd immunity, it is crucial to maintain some level of community interventions to suppress the spread of COVID-19 throughout all phases of recovery; and, therefore, throughout all phases, individuals should continue to engage in personal protective behaviors including: practice physical distancing, staying at least six feet away from other people; wear cloth face coverings in public places when not eating or drinking; stay home if sick; avoid others who are sick; wash hands frequently; cover coughs and sneezes; avoid touching eyes, nose and mouth with unwashed hands; and disinfect surfaces and objects regularly;” and

WHEREAS, Proclamation 20-25.4 issued by Governor Inslee also states: “FURTHERMORE, I hereby order, in addition to other requirements detailed in the Safe Start Washington Phased Reopening Plan, that, beginning on June 8, 2020, when on the job, all employees must wear a facial covering except when working alone or when the job has no in-person interaction as detailed in the Safe Start Washington Phased Reopening Plan; and, further, that employers must provide cloth facial coverings to employees, unless their exposure dictates a higher level of protection;” and

WHEREAS, there is a national shortage of medical grade masks, surgical masks, and N-95 respirator masks that are critically needed for healthcare providers who are on the front lines working to protect all of us, and health officials are increasingly urging non-medical workers to wear non-medical grade cloth face coverings to help curb the spread of COVID-19; and

WHEREAS, workers of certain essential businesses and other frontline employees must be protected because they face greater exposure and risk of contracting COVID-19 due to their

frequent in person contact with members of the public and inability to work from home and widespread mask use may decrease the risk of spread from someone with an unrecognized infection; and

WHEREAS, there is a long history of racism and discriminatory policies that Native Peoples, People of Color, immigrant and refugee, LGBTQ communities, homeless, and other marginalized communities have faced in Washington State that may impact an individual's ability to feel safe while wearing a face covering; and

WHEREAS, the City of Bainbridge Island is dedicated to providing all its residents with fair and equal access to services, opportunities, and protection; inviting and encouraging public engagement; and reflecting consideration for cultural differences; and

WHEREAS, the City of Bainbridge Island is partnering with community based organizations to make available cloth face coverings to the public; and

WHEREAS, the City Council recognizes that a face covering requirement may not be needed to the same extent throughout Bainbridge Island, and that it would be best to focus the requirement on the area in which such a requirement is needed most at this point, which is the retail area along Winslow Way that generally experiences higher levels of pedestrian and vehicular traffic than other areas of the Island; and

WHEREAS, a public health emergency, as defined in Chapter 38.52 RCW, RCW 43.06.010(12), RCW 39.04.280(3), and Chapter 2.44 BIMC, or imminent threat of such an emergency, continues to exist on Bainbridge Island; and

WHEREAS, the City of Bainbridge Island, as a code city, has broad emergency authority under Article 11, Section 11 of the Washington State Constitution, including an affirmative grant of authority to make and enforce within the City's limits all such local police, sanitary, and other regulations as are not in conflict with general laws; and

WHEREAS, pursuant to Article 11, Section 11 of the Washington State Constitution, as well as Chapter 35A.13 and Chapter 35A.11 RCW, the City of Bainbridge Island is authorized to exercise local police powers so long as the subject matter is local, the City is acting in a reasonable way, and the action is consistent with state law, and all of those criteria are met in this situation; and

WHEREAS, based upon the findings set forth above, the City Council has a clear basis to declare, pursuant to RCW 35A.13.190, a public emergency requiring this ordinance to take effect immediately and to remain in effect until repealed or modified by the City Council as below described.

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

Section 1. Purpose. The purpose of this ordinance is to educate, urge, persuade, and if necessary mandate that individuals wear face coverings to prevent the spread of COVID-19.

Section 2. Findings. The recitals set forth above are hereby adopted as findings of fact for this ordinance. For the reasons set forth in those recitals, the City Council finds that this ordinance is necessary to protect the public health, safety, and welfare by reducing the spread of COVID-19 within the City of Bainbridge Island and more broadly. As such, a public emergency exists requiring that this ordinance take effect immediately upon passage.

Section 3. Face Coverings Required. Every individual shall wear a face covering over their nose and mouth when they cannot maintain distancing of approximately six feet from another individual who does not share their household.

- A. This requirement applies only to properties that adjoin Winslow Way, from the Washington State Ferry Terminal to Grow Avenue.
- B. At this time, because it continues to be important to conserve medical-grade or N-95 respirator face coverings for health care workers, unless a particular health reason requires it, individuals should use fabric coverings, such as cloth face masks, scarves and bandana coverings, or other material as recommended by the United States Centers for Disease Control and Prevention.
- C. Cloth face masks shall be worn properly in order to avoid contaminating the hands or face of the user. Before putting on a mask and after removing a mask, an individual should clean their hands with alcohol-based hand rub or soap and water and change masks when moist, and wash after use. While in use, avoid touching the mask. Worn masks may be contaminated with infectious agents.
- D. Face covering use does not replace the need to practice physical distancing (staying away from ill people, staying home, and avoiding all non-essential activities and contact with others), frequent handwashing, and avoiding touching of the face.

Section 4. Exceptions. The face covering requirement that is effectuated by this ordinance shall not apply to the following individuals on Bainbridge Island:

- A. Any child aged two years or less.
- B. Any child aged 12 years or less unless parents or caregivers supervise the use of face coverings by such children to avoid misuse.
- C. Any individual who has a physical disability that prevents easily wearing or removing a face covering.
- D. Any individual who is deaf and uses facial and mouth movements as part of communication.

- E. Any individual who has been advised by a medical professional that wearing a face covering may pose a risk to that individual for health-related reasons.
- F. Any individual who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

Section 5. Applicability. The areas and establishments to which the requirements of this ordinance apply include, but are not limited to, the following:

- A. Groceries, pharmacies, and other retail establishments that sell food and beverage products, including but not limited to grocery stores, corner stores and convenience stores (including liquor stores), farmers' markets, food banks, farm and produce stands, supermarkets, other establishments that sell groceries and essentials, and similar food retail establishments.
- B. Commercial retail stores that supply essential sectors, including convenience stores, pet supply stores, auto supplies and repair, hardware and home improvement, garden stores and nurseries that support food cultivation and production, office supply stores that support working-from-home, and home appliance retailers.
- C. Restaurant carry-out and quick-serve food operations, including related to food preparation, carry-out, and delivery food employees.
- D. Tobacco and vapor sellers.
- E. Sidewalks, trails, streets, parks, and parking lots.

Section 6. Signage Requirement. All commercial establishments along Winslow Way that are subject to this ordinance shall post signage near all public entrances advising individuals to wear face coverings on the premises. The City will make available to download signage that can be used for this purpose.

Section 7. Relationship to Other Laws and Regulations. Nothing in this ordinance reduces or eliminates the requirements imposed by Directives and Orders from the Local Health Officer, Governor, or other regulatory state or federal agency, including employer specific directives from the Washington State Department of Labor and Industries. However, recognizing that the face covering requirement effectuated by this ordinance is enforceable through the issuance of a civil infraction to violators, and that directives by local health districts at this point in time do not include such enforceability, the requirements and enforceability of this ordinance govern over any Directive or Order from the Local Health Officer, Governor, or other regulatory state or federal agency. In the event of a conflict between the requirements of this ordinance and Chapter 2.44 BIMC, this ordinance shall control.

Section 8. Compliance and Enforcement. This ordinance shall be enforced, and penalties assessed, by the City’s Police Department in the manner specified below.

- A. The purpose of this ordinance is to educate, urge, persuade, and if necessary mandate that individuals wear face coverings to prevent the spread of COVID-19. To that extent, before any civil infraction is issued to, or penalty assessed against, any individual for a violation of this ordinance, it is the City Council’s intent that the individual should first receive a warning and an explanation of the requirements of this ordinance.
- B. It is a violation of this ordinance for any individual to fail to comply with a requirement of this ordinance. Each violation of this ordinance is a civil infraction that shall be issued and processed in the manner set forth in Chapter 7.80 RCW.
- C. An individual found to have committed a civil infraction for a violation of this ordinance shall be assessed a monetary penalty as follows:
 - i. For a first violation of this ordinance, an individual is guilty of a Class 4 Civil Infraction and is subject to a monetary penalty of \$25.00.
 - ii. For a second violation of this ordinance, an individual is guilty of a Class 3 Civil Infraction and is subject to a monetary penalty of \$50.00.
 - iii. For a third violation of this ordinance, an individual is guilty of a Class 2 Civil Infraction and is subject to a monetary penalty of \$125.00.
 - iv. For each subsequent violation of this ordinance beyond the third violation, an individual is guilty of a Class 1 Civil Infraction and is subject to a monetary penalty of \$250.00.

Section 9. Declaration of Emergency; Effective Date. Based upon the findings set forth above, the City Council hereby declares, pursuant to RCW 35A.13.190, a public emergency requiring this ordinance to take effect immediately. The City Council is also exercising the City’s authority in this matter, as above described in the recitals and findings, pursuant to Article 11, Section 11 of the Washington State Constitution, as well as Chapter 35A.13 and Chapter 35A.11 RCW. This ordinance shall accordingly be in full force and effect immediately upon passage and shall remain in full force and effect until repealed or modified by the City Council.

Section 10. Codification. The City’s Code Reviser is directed to codify sections 1, 3, 4, 5, 6 ,7, and 8 of this ordinance as a new Chapter 8.02 BIMC, Face Covering Directive, and shall replace, when used in the codified sections, the word “ordinance” with the word “chapter.”

Section 11. 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.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	June 5, 2020
PASSED BY THE CITY COUNCIL:	_____, 2020
PUBLISHED:	_____, 2020
EFFECTIVE DATE:	_____, 2020
ORDINANCE NUMBER:	2020-_____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:30 PM) Staffing Request for COVID-19 Response - Executive,

SUMMARY: As described in the memo attached with this agenda item, this item is to request approval for a part-time, term-limited staff position in the Executive Department to provide additional staffing for COVID-19 response. This position would be supervised by the emergency management coordinator with work responsibilities related to City service delivery, facility use, and public health best practices during the COVID-19 pandemic.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to forward for approval with the Consent Agenda for the June 23, 2020, Council meeting creation of a term-limited position to support COVID-19 response with a corresponding increase to the approved budget.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	Total up to \$140,000, of which \$39,000 is estimated to be spent in 2020.
Ongoing Cost:	
One-Time Cost:	\$140,000
Included in Current Budget?	No

BACKGROUND: Primary COVID-19 response activities have been coordinated by the emergency management coordinator, the City Manager, and personnel assigned to the EOC. As the City shifts to reopen facilities, bring back personnel, and return to limited in-person service delivery, it is critical that the resumption of this in-person service delivery in City facilities be done in a safe manner and in accordance with the Governor’s phased reopening plan.

The proposed body of work for this new position begins with understanding the current public health guidance related to government service delivery. This work will continue for the next 12 – 18 months as governmental agencies continue to adjust to the COVID-related policies and understand new public health practices for employees and the public. Developing and maintaining policies will be an ongoing obligation for the City as an employer and service provider.

ATTACHMENTS:

[Exec Staffing Request for Temporary position for CC 06092020](#)

FISCAL DETAILS: Funding for this position is not currently in the Executive Department budget. This position would be funded by increasing planned spending, with partial reimbursement later using a portion of the City's allocation of CARES Act funding. As detailed in the May 12 and May 19 presentations to the City Council, the City is expecting and is planning for significant increased expenses in some areas to respond to the COVID-19 pandemic. This position is one example of necessary City expenses to adjust to the new situation in which we find ourselves. Staff have estimated additional expenses at \$250,000 for 2020, as included in the Financial Updates in May.

Fund Name(s): General Fund

Coding:



CITY OF
BAINBRIDGE ISLAND

Executive Department Memorandum

Date: May 27, 2020

To: Morgan Smith, City Manager
Kate Brown, Human Resources Manager

From: Anne LeSage, Emergency Management Coordinator

Subject: Staffing Request for COVID-19 Response

This memo requests approval for a part-time, term-limited staff position in the Executive Department to provide additional staffing for COVID-19 response. This position would be supervised by the emergency management coordinator with work responsibilities related to City service delivery, facility use and public health best practices during the COVID-19 pandemic. As a new position, it is not included in the City's 2020 budget, although it will likely be eligible for some federal reimbursement. This is an example of the additional costs we anticipate, included in the May financial presentations as a \$250,000 initial forecast.

Staff estimate that the additional expense for the proposed COVID position in 2020 will be roughly \$39,000. This estimate is based on three months of full-time work in 2020 and an ongoing half-time position. The cost per month for a full-time position is estimated at \$9,700 and a half-time position is \$4,900, including salary and benefits.

[Staffing Request Detail](#)

Response to the COVID-19 pandemic has been the highest City-wide priority since mid-March. As the primary emergency response organization, the City has coordinated local taxing districts, served as a conduit for community requests and responses, and supported business continuity for public and private organizations on Bainbridge Island. The Emergency Operations Center (EOC) was activated on March 16, 2020 and has been staffed since that time to coordinate the overall Island response. We estimate that City staff have spent 2,500 hours in the EOC, hours leveraged by an additional 1,500 hours of volunteer support. As the City's Emergency Management Coordinator, I have spent roughly 90% of my working hours in the EOC working on COVID-19 response.

The COVID-19 pandemic has had a significant impact to many aspects of City operations. While some services such as public safety and public works are delivering many of the same services, most staff must develop new approaches to their work. In other cases, City functions have shifted from in-person service delivery to online and virtual service delivery. Under Governor Inslee's "Stay Home, Stay Healthy" order, City facilities have been closed to the public and many staff have been telecommuting.

Nearly every staff person has adopted new approaches to their work. The swift changes have been supported by internal services such as human resources, information technology and legal staff.

Primary COVID-19 response activities have been coordinated by the Emergency Management Coordinator, the City Manager, and personnel assigned to the EOC. As the City shifts to re-open facilities, bring back personnel, and return to limited in-person service delivery, it is critical that the resumption of this in-person service delivery in City facilities be done in a safe manner and in accordance with the Governor's phased re-opening plan. The proposed body of work for this new position begins with understanding the current public health guidance related to government service delivery. This work will continue for the next 12 – 18 months as governmental agencies continue to adjust to the COVID-related policies and understand new public health practices for employees and the public. Developing and maintaining policies will be an ongoing obligation for the City as an employer and service provider.

The responsibility for coordinating the resumption of in-facility work by City employees and preparing for in-person service delivery should be assigned to an employee with public policy and/or public health experience.

With my background in public health and emergency response, it is possible for me to coordinate the ongoing COVID-19 response. Making this choice would require that I completely shift away from and defer other emergency preparedness activities. With this additional resource, I would be able to continue to support COVID-19 response work, as well as make progress on other preparedness work including:

- Map Your Neighborhood outreach
- Individual preparedness training
- Wildfire preparedness outreach
- Cascadia Rising earthquake exercise planning
- Shelter development
- Training for EOC staff and City employees
- Volunteer credentialing
- Grant management, and
- Continued training and exercises for current emergency management volunteers.

Alternatively, the ongoing COVID response could be assigned to another City position. The most appropriate training would be public health, which is not a set of responsibilities found in other City positions. Other relevant skill sets could be planning or policy development. Both departments which provide these services, Planning and Finance, have current vacancies, so dedicating a position to a new responsibility would be a significant detriment to their ongoing core work.

Having considered existing City staff and having determined that the challenges outweigh the benefits of re-directing current work, I recommend the addition of a part-time, term-limited position dedicated to COVID-19 response to assist with the City's ongoing COVID-19 response. The establishment of the COVID-19 Safety Officer position will allow the City to efficiently and effectively coordinate the re-

opening of City facilities, assist with employee and visitor safety, and research and implement best practices for municipal response to the pandemic.

Position Responsibilities

This position will report to the Emergency Management Coordinator, with work exclusively dedicated to COVID-19 response as directed by the Emergency Management Coordinator and the City Manager.

Duties will include:

- Developing protocol for facility use, space management, and meeting requirements for phased reopening of City facilities.
- Developing facilities cleaning protocols.
- Developing processes for screening, tracking, and tracing of City staff and visitors to City facilities.
- Developing Personal Protective Equipment (PPE) guidelines, training handouts, videos, and train-the-trainer opportunities.
- Developing a plan to order, distribute, and track necessary Personal Protective Equipment (PPE) for City staff.
- Monitoring state and federal guidelines and adjust protocols and policies, as necessary.
- Developing contingency plans for potential re-shutdown.
- Coordinating with Human Resources on the development of flexible telework policies.
- Creating regular communication updates for City staff.
- Coordinating with the Communications Coordinator on community updates, including the City website and social media.
- Coordinating with or serving as a resource to other local government agencies.

The intention is for the position to work on a variable part-time basis, likely to be scheduled for more hours at the start of the term. The estimated cost, based on an hourly rate of \$40/hour which is roughly the middle of Range 16, will vary depending on the length of the term and the number of hours per week. As a frame of reference, 18 months of a person working 40 hours per week for the first three months and 30 hours per week for the remaining fifteen months would be estimated at \$140,000. More detailed cost estimates will be available when a position description has been developed and a scope of work and schedule are decided.

Funding for this position is not currently in the Executive Department budget. This position would be funded using a portion of the City's allocation of CARES Act funding and by increasing planned spending. As detailed in the May 12 and May 19 presentations to the City Council, the City is expecting and is planning for increased expenses in some areas to respond to the COVID-19 pandemic. This position is one example of necessary City expenses to adjust to the new situation in which we find ourselves.

Thank you for your consideration of this request. I welcome any questions or feedback.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:40 PM) Core 40 Eagle Harbor Phase II Non-Motorized Improvements Project Grant Award and Budget Amendment - Public Works,

SUMMARY:

Request City Council to approve a grant award for the Core 40 Eagle Harbor Phase II Improvements project from the Federal Highway Administration in the amount of \$700,000 for construction and approve a budget and CIP amendment of \$800,000 (\$700K grant, \$100K City) for FY 2020.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward for approval with the June 23, 2020 Consent Agenda: approval of Resolution No. 2020-07; authorization for a budget amendment of \$800,000 from both the streets and SSWM funds, thereby increasing the spending authority for this project; and an amendment to the Capital Improvement Plan to move the project from 2022 to 2020.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$800,000
Ongoing Cost:	
One-Time Cost:	\$800,000
Included in Current Budget?	No

BACKGROUND: The City of Bainbridge Island Core 40 Program was developed in 2007 with the intent of creating 40-miles of integrated shoulder network for bicycles island-wide. The Core 40 Eagle Harbor Phase II Non-Motorized Improvements project includes installation of seven-foot (5' with 2' visual separation) road shoulder improvements. Work is on Eagle Harbor Drive from McDonald Ave, north, approx. 4500 feet.

The City of Bainbridge Island submitted the Core 40 Eagle Harbor Drive Non-Motorized Improvements Federal Highway Administration (FHWA) grant application to the Kitsap Regional Coordinating Council (KRCC) several years ago, and the project was moved to the county-wide contingency list. Earlier this year, the City was contacted by PSRC to determine if funding were to become available, could the project could meet the contingency requirements and be "obligated" by July 15th for construction in 2020. The City responded that those deadlines could be met, and therefore on May 28, 2020, the Transportation Policy Committee of KRCC

recommended to the KRCC Executive Board that the Eagle Harbor Drive Phase 2 Shoulder Improvements project be funded from the contingency list in the amount of \$700,000 with a \$100,000 City match.

This project is currently included in the FY 2022 CIP in the amount of \$800,000. With the pending approval of \$700,000 FHWA funds, City staff requests that the City Council approve a budget amendment of \$800,000 and amend the Capital Improvement Plan from 2022 to 2020 due to the pending grant approval.

Upon Council approval, a proposed budget amendment and amendment to the Capital Improvement Plan will be included in the first quarter budget adjustment reporting for 2020.

ATTACHMENTS:

[Eagle Harbor Phase II Slide Presentation.pptx](#)

[Resolution No. 2020-07, Accepting FHWA Grant Funding for Core 40 Eagle Harbor Phase II](#)

[2020 Contingency Supplemental Funding.xlsx](#)

FISCAL DETAILS: Budget amendment would move all project funds (\$700K grant, \$100K City) from 2022 to 2020.

Fund Name(s): Streets Fund

Coding:

Eagle Harbor Drive Phase 2 Non-Motorized Improvements

Project Location



- Phase 2 shoulder improvements federally funded for construction in 2020
- Design performed in-house
- Council will discuss grant status for Phase 1 shoulder improvements on June 16

Project Budget

- Project was awarded \$700K in “countywide” contingency funds
- City match funds of \$100K required
- Budget amendment required to move project funds programmed in the Capital Improvement Plan (CIP) from 2022 to 2020

RESOLUTION NO. 2020-07

A RESOLUTION of the City Council of Bainbridge Island, Washington, accepting a Federal Highway Administration Grant for the Core 40 Eagle Harbor Drive Non-Motorized Improvements Project.

WHEREAS, in April 2020, the City of Bainbridge Island submitted the Core 40 Eagle Harbor Drive Non-Motorized Improvements project to the Kitsap Regional Coordinating Council (KRCC) for consideration for funding by a Federal Highway Administration (FHWA) Grant; and

WHEREAS, the City's grant request submitted in April 2020 date requested FHWA Grant funding in the amount of \$700,000 for project construction; and

WHEREAS, in May 2020, the KRCC Executive Board approved placement of the construction of Eagle Harbor Drive Phase 2 Shoulder Improvements Project on the adopted Contingency List for Kitsap County; and

WHEREAS, on May 28, 2020, the Transportation Policy Committee of KRCC will recommend to the KRCC Executive Board that the Eagle Harbor Drive Phase 2 Shoulder Improvements project be funded from the Contingency List in the amount of \$700,000.

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

Section 1. Acceptance of FHWA Grant. The City accepts the FHWA Grant in the amount of \$700,000 and agrees to authorize other sources of available City funds to be used as required matching funds to complete construction of the Core 40 Eagle Harbor Drive Non-Motorized Improvements Project.

Section 2. Effective Date. This Resolution shall take effect immediately upon passage by the City Council.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

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

2020-07

**ATTACHMENT 1: 2020 SUPPLEMENTAL FUNDING ACTION
RECOMMENDATION OF FUNDS TO IMMEDIATELY READY TO GO CONTINGENCY PROJECTS**

REGIONAL				
Sponsor	Project Title	Phase(s)	Source	Amount
WSDOT	SeaTac Access SR 509 Stage 1 from I-5 to 28th/24th	Construction	STP	\$4,500,000
Everett	I-5 & US 2 Interchange Justification Planning Study	Planning	STP	\$2,000,000
Sound Transit	I-405 Bus Rapid Transit, Lynnwood to Bellevue Section	Other	CMAQ	\$1,900,000
Regional Total:				\$8,400,000

KING COUNTY				
Seattle*	One Center City Implementation	Other	STP	\$3,500,000
Renton	NE Sunset Blvd (SR 900) Corridor Improvements	Right of Way	STP	\$3,150,000
Bellevue	Mountains to Sound Greenway Trail: 132nd Avenue SE to 142 Avenue SE	Construction	STP	\$2,034,970
Kent	Meet Me on Meeker West	Construction	CMAQ	\$1,274,600
Kirkland	Totem Lake Non-Motorized Bridge - 124th Ave NE & NE 124th St	Construction	STP, CMAQ	\$1,535,000
Bothell	Juanita Woodinville Way - NE 160th St Overlay Project	Construction	STP	\$364,500
Federal Way	SW320th Street (11th Ave SW to 3rd Place SW)	Construction	STP	\$518,020
KING COUNTY TOTAL:				\$12,377,090

* The City of Seattle requests that \$2 million from this project be allowed for expenditure on a planning study to advance the ultimate replacement of the West Seattle Bridge.

KITSAP COUNTY				
Bainbridge Island	Eagle Harbor Drive Phase 2 Shoulder Improvements	Construction	STP	\$700,000
Kitsap County	Bethel Burley Road Culvert	Construction	STP	\$340,000
Kitsap County	Olalla Valley Road	Construction	STP	\$582,000
KITSAP COUNTY TOTAL:				\$1,622,000

PIERCE COUNTY				
University Place	67th Avenue Phase 1	Right of Way	STP	\$623,000
Sumner	Main St and Wood Avenue Intersection Improvements	Right of Way	STP	\$225,000
Orting	Kansas Street SW Reconstruct	PE/Design	STP	\$406,766
Pierce County	159 ST E (SR-7 to B St E)	PE/Design	STP	\$513,158
Sumner	Sumner-Tapps Highway Resurfacing Phase 1	Construction	STP	\$675,000
PIERCE COUNTY TOTAL:				\$2,442,924

SNOHOMISH COUNTY				
Everett	100th St SW	PE/Design	STP	\$800,000
Monroe	147th Signal	PE/Design	STP	\$116,813
Arlington	74th Ave Trail	PE/Design	STP	\$63,528
Bothell	228th St SW Overlay from West	Construction	STP	\$718,200
SNOHOMISH COUNTY TOTAL:				\$1,698,541

GRAND TOTAL: \$26,540,555



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:50 PM) Ordinance No. 2020-14 Relating to 2020 1st Quarter Budget and Updated Capital Improvement Plan Amendments - Finance

SUMMARY: This agenda item is for the City Council to consider amendments to the City's 2020 budget and the update to the Capital Improvement Plan. Included with this item is a consolidated ordinance capturing decisions which have been made previously by the Council for the first quarter budget amendments.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: I move to forward for approval with the Consent Agenda on June 23, 2020, Ordinance No. 2020-14, amending the City's 2020 modified budget and the 2019-2024 update to the Capital Improvement Plan.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	\$1,571,294
Ongoing Cost:	\$73,517
One-Time Cost:	\$1,497,777
Included in Current Budget?	No

BACKGROUND: Please see the attached transmittal memo for a detailed overview of all requested items. All items have been previously approved by the Council, with the exception of the Bond Fund adjustment which is a technical adjustment and the Eagle Harbor Phase 2 capital project that is included on this meeting's agenda as New Business Item 9.B.

ATTACHMENTS:

[2020 1st QTR BUA Transmittal Memo Final.docx](#)

[ORD 2020-14 2020 1st QTR Budget Amendments.docx](#)

[Ord 2020-14 Attachment A - Q1 Budget Amendments.pdf](#)

FISCAL DETAILS: The total appropriation increase is \$1,571,294. Please see detailed attached memo and Exhibit A. Total by fund is as follows: General Fund: \$49,269; Street Fund: \$ 4,811; GO Bonds Fund:

\$5,285: Capital Construction Fund: \$1,235,277: Water Fund: \$229,129: Sewer Fund: \$38,821:
Stormwater Fund: \$3,672: Building and Development Services: \$ 5,031:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: June 9, 2020

To: City Council
Morgan Smith, City Manager

From: Kim Dunscombe, Budget Manager

Subject: 1st Quarter Budget Amendments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with first quarter budget amendments. The proposed ordinance also includes an amendment to the 2019 – 2024 Capital Improvement Plan. The following six budget amendments are proposed:

Capital Requests – 5 items, Total of \$1,497,777

- Wyatt Way Reconstruction Project – On January 16, 2020 City Council approved budget amendments for the Wyatt Way Reconstruction Capital project. The Wyatt Way Reconstruction Project consists of roadway resurfacing, intersection capacity improvements at Wyatt and Madison, water system improvements, and sidewalks and bike lanes on each side of the roadway between Madison Avenue and Lovell Avenue. City staff is requesting two project budget increases, which will bring the total project budget to \$4,330,751.
 - The first is an increase of \$308,521 to the project's tax-supported budget. The current project construction estimates for work related to streets, sidewalks, drainage, and lighting, is very close to the current remaining budget. Therefore, City staff is seeking a project budget increase for costs associated with construction consultant support (engineering, materials testing, etc.), and a 10% contingency.
 - The second is an increase of \$172,500 to the project's water fund budget, which is related to three factors identified by the project management team. First, the current project design has been modified to include approximately 200 linear feet of additional water main replacement for facilities that are beyond their serviceable life. Additionally, City staff has revised and increased the cost estimate for the replacement of a water-related pressure release valve to reflect

an amount that is in line with other similar work recently completed by the City. Lastly, staff is requesting that the water fund element of the project budget be increased to capture a 10% contingency.

- Sportsman Club/New Brooklyn Intersection Project scope revision – On May 19, 2019, City Council approved a capital project scope revision and budget increase of \$126,756 to include only non-motorized improvements to the intersection. The revised scope reduces the overall cost of the project from \$1,216,072 to a new total of \$650,000. The reduction in the project budget results in a reduction in the grant amount (for construction only) from \$703,000 to \$400,000. There is a grant match of \$250,000 provided by the City. There is a balance of \$123,244 in previously approved spending for the project; a budget amendment of \$126,756 is required to complete the \$250,000 City funding match.
- SCADA Upgrades - SCADA is an acronym for supervisory control and data acquisition, the computer system for gathering and analyzing real time data from water, sewer and wastewater treatment plant facilities across the City. The SCADA equipment allows staff to maintain a remote understanding of how water treatment equipment, sewer pump stations and other critical facilities are functioning 24 hours a day, 7 days a week, so that malfunctions or emergencies can be immediately addressed. Public Works is managing an upgrade of all the SCADA system to meet modern technology standards. This budget amendment is anticipated to be the last request to ensure all design and installation needs are comprehensively addressed.
 - An increase of \$55,000 in the Water Fund to a total of \$260,000.
 - An increase of \$35,000 in the Sewer Fund to a total of \$300,000.
- Pritchard Park Outfall Replacement – This item amends the 2019 – 2024 Capital Improvement Plan to include a capital project for the Pritchard Park Outfall, previously budgeted in the operating budget. It does not increase project budget or overall SSWM Fund spending.
- Eagle Harbor Phase 2 – The City Council will be provided an opportunity on June 9th to accept a Federal Highway Administration grant in the amount of \$700,000 with a \$100,000 City match for the design and installation of seven-foot road shoulder improvements on Eagle Harbor Drive. To be awarded the grant, funds must be obligated by July 15, 2020.

Operating Request – 2 items, \$68,232

- Janitorial Contract Services – This increase is related to janitorial services for City Hall, Police, Court, Wastewater Treatment Plant, Public Works Operations & Maintenance facility, and Waterfront Park restrooms for a period of three years. On March 24, 2020 City Council approved a three-year contract with Island Hands, LLC in the amount of \$504,455. The increase to the budget totals \$23,232.
- Senior IT Technician – The City's Information Technology division includes two Senior Information Technology Specialist positions, one of which is full-time and one of which is 0.6 FTE. The City has experienced an increase in their reliance on technology. Projects such as Laserfiche, the City's website, additional hardware, mobile technology, and an

increase in information available to the public all resulted in an increased workload on the IT department. This was approved by Council on December 10, 2019. The increase to the budget totals \$45,000.

Debt Service Correction – 1 item, \$5,285

- 2007 and 2008 Bond Refunding – At the time of developing the 2020 Modified Budget, 2007 and 2008 Refunding Debt Service expense was an estimate. Final totals were established mid-December. 1st Quarter Budget Amendments will align the 2020 Modified Budget with actual debt service expense.

Thank you for your consideration of these requests.

ORDINANCE NO. 2020-14

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2019-2020 biennial budget and the 2019-2024 Capital Improvement Plan and providing for uses not foreseen at the time the budget was adopted.

WHEREAS, on November 27, 2018, the City Council adopted the 2019-2020 biennial budget via Ordinance No. 2018-39; and

WHEREAS, on November 12, 2019, the City Council adopted a modified budget for 2020 via Ordinance No. 2019-28; and

WHEREAS, a number of situations have occurred during 2020 which require the City to expend money on items, projects, and categories not included in the 2020 budget.

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

Section 1. Ordinance No. 2018-39 and the 2020 budget, as modified by Ordinance No. 2019-28, are amended as shown on the attached Exhibit A.

Section 2. The City’s Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2019-2020 biennial budget. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 3. This ordinance shall take effect and be in force five days from and after its passage, approval, and publication as required by law.

PASSED by the City Council this ___ day of June 2020.

APPROVED by the Mayor this ___ day of June 2020.

Leslie Schneider, Mayor

ATTEST / AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK: June 5, 2020
PASSED BY THE CITY COUNCIL: ___ __, 2020
PUBLISHED: ___ __, 2020
EFFECTIVE DATE: ___ __, 2020
ORDINANCE NO: 2020-14

Attached: Exhibit A

Exhibit A to Ordinance No. 2020-14

2020 BUDGET AMENDMENTS

Presented to City Council

Approved on June ____, 2020

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Janitorial Contract	This item increases appropriation authority in accordance with Council action and increased contract costs.	General Fund / Public Works	\$ 23,232	Increase	Yes
Senior IT Tech	This item increases appropriation authority in accordance with Council action taken December 2019 which increased the existing Senior IT Technician position from .6 FTE to 1.0 FTE.	General Fund / Information Tech	\$ 26,037	Increase	Yes
	TOTAL GENERAL FUND EXPENDITURE INCREASE		\$ 49,269		
Senior IT Tech	This item increases appropriation authority in accordance with Council action taken December 2019 which increased the existing Senior IT Technician position from .6 FTE to 1.0 FTE.	Street Fund / Information Tech	\$ 4,811	Increase	Yes
	TOTAL STREET FUND EXPENDITURE INCREASE		\$ 4,811		
Debt service - 2007 and 2008 GO Bond Refunding	This item increases appropriation authority in alignment with actual expenses.	Bond Fund	\$ 5,285	Increase	Yes
	TOTAL GO BOND FUND EXPENDITURE INCREASE		\$ 5,285		
Wyatt Way Reconstruction Project	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget increases.	Public Works / Capital Construction	\$ 308,521	Increase	No
Sportsman Club/New Brooklyn Intersection Project	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget changes.	Public Works / Capital Construction	\$ 126,756	Increase	No
Eagle Harbor Drive Phase 2	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget and grant acceptance.	Public Works / Capital Construction	\$ 800,000	Increase	No
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE		\$ 1,235,277		
Wyatt Way Reconstruction Project	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget increases.	Public Works / Water Fund	\$ 172,500	Increase	No
SCADA	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget increases.	Public Works / Water Fund	\$ 55,000	Increase	No
Senior IT Tech	This item increases appropriation authority in accordance with Council action taken December 2019 which increased an existing Senior IT Technician position from .6 FTE to 1.0 FTE.	Water Fund / Information Tech	\$ 1,629	Increase	Yes
	TOTAL WATER FUND EXPENDITURE INCREASE		\$ 229,129		

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
SCADA	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget increases.	Public Works / Sewer Fund	\$ 35,000	Increase	No
Senior IT Tech	This item increases appropriation authority in accordance with Council action taken December 2019 which increased an existing Senior IT Technician position from .6 FTE to 1.0 FTE.	Sewer Fund / Information Tech	\$ 3,821	Increase	Yes
	TOTAL SEWER FUND EXPENDITURE INCREASE		\$ 38,821		
Pritchard Park Outfall	This item increases appropriation authority and amends the CIP in alignment with Council-approved project budget increases.	Public Works / SSWM Fund	\$ -	None	No
Senior IT Tech	This item increases appropriation authority in accordance with Council action taken December 2019 which increased an existing Senior IT Technician position from .6 FTE to 1.0 FTE.	SSWM Fund / Information Tech	\$ 3,672	Increase	Yes
	TOTAL STORMWATER FUND EXPENDITURE INCREASE		\$ 3,672		
Senior IT Tech	This item increases appropriation authority in accordance with Council action taken December 2019 which increased an existing Senior IT Technician position from .6 FTE to 1.0 FTE.	BDS Fund / Information Tech	\$ 5,031	Increase	Yes
	TOTAL BUILDING AND DEVELOPMENT SERVICES FUND EXPENDITURE INCREASE		\$ 5,031		
	TOTAL CAPITAL PROJECT CHANGES		\$ 1,497,777		
	TOTAL EXPENDITURE INCREASE		\$ 1,571,294		



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:00 PM) Annual Road Striping Contract - Public Works,

SUMMARY:

The 2020 Annual Road Striping project includes road striping on approximately eighty (80) miles of roadway totaling 1,013,648 linear feet of paint stripe and other miscellaneous traffic marker improvements.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward the 2020 Annual Road Striping Contract with Stripe Rite Inc., in the amount of \$162,706.94, for approval with the June 23, 2020 Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$162,706.94
Ongoing Cost:	
One-Time Cost:	\$162,706.94
Included in Current Budget?	Yes

BACKGROUND: This work includes road striping on approximately eighty (80) miles of roadway totaling 1,013,648 linear feet of paint stripe and other miscellaneous traffic marker improvements. See attached striping list.

Bids were solicited through the MRSC Small Works Roster process and and three bids were received. See attached bid form.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the 2020 Road Striping project to the apparent low bidder, Stripe Rite Inc. in the amount of \$162,706.94.

ATTACHMENTS:

[2020 Road Striping Contract](#)

[Road Marking List Attachment D.xlsx](#)

[Bid Form.doc](#)

FISCAL DETAILS: 2020 Repair & Maintenance Budget - Street Fund

Current Budget = \$230,000.00

Expenditure = \$162,706.94

Remaining = \$67,293.06

Fund Name(s): Streets Fund

Coding:

**CITY OF BAINBRIDGE ISLAND
SMALL WORKS ROSTER CONTRACT**

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

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the **2020 Road Striping Project** (“Project”). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Attachment A)
- Insurance Requirements (Attachment B)
- Amendments to the Standard Specifications and Special Provisions (Attachment C)
- 2020 Road List (Attachment D)
- Declaration of Retainage
- Payment and Performance Bonds
- Schedule of Prevailing Wages (see <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>)
- Guarantee Form
- Certification of Compliance with Wage Payment Statutes

2. Notice to Proceed, Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within twenty-one (21) calendar days from the City’s issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed One Hundred Sixty-Two Thousand, Seven Hundred Six Dollars and 94/100 (\$162,706.94), which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the work.

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

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

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

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

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

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

5. Indemnification and Hold Harmless.

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

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

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

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

6. Nondiscrimination and Compliance with Laws.

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

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

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

7. Job Safety.

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

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

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

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

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

11. Change Order/Contract Modification.

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

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

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

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

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

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

12. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the

applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

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

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

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

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

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

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

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

In the event that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the

Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

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

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

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

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

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

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

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

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

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

STRIPE RITE, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

CITY CONTACT:

Joel Goodwin
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: 206.780.3583
Fax: 206.780.5104

CONTRACTOR CONTACT:

Print Name: _____
Address: _____

Phone: _____
Fax: _____
Contractor License #: _____

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

ATTACHMENT A
PROJECT – SCOPE OF WORK
2020 ROAD STRIPING

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and the Special Provisions outlined in Attachment C, all of which are made a part of the Contract Documents, shall govern all of the work. The terms of the Contract shall govern in the event of a conflict with the terms of the Standard Specifications, as amended, or with the terms of the Special Provisions.

The Contractor shall complete the road striping, road markings and other related work listed in the “2020 Road List” Attachment D.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

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

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor’s Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors’ Insurance

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

ATTACHMENT C SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Bainbridge Island Design and Construction Standards

Contractor shall obtain copies of these publications, at Contractor’s own expense.

Division 1 General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

Approximately 80 miles of island wide road striping and other traffic marking activities, all in accordance with the Contract Documents.

1-01.3 Definitions
(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.13 Irregular Proposals

(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

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

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

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

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that

the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

- A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

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

submittal date that have had claims against retainage and bonds and include for each project the following information:

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

5. **Public Bidding Crime**

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

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

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

7. **Lawsuits**

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

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,

3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

Award and Execution of Contract

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

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

Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Revise the second paragraph to read:

Except as otherwise provided in the Contract Documents, any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

SECTION 1-05, CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Control of Material

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons

and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system;

and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

(January 2, 2012)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(WSDOT January 5, 2015)

Lane closures are subject to the following restrictions:

Lane restrictions shall be held to a minimum time and length needed for each operation. If the Engineer determines that the lane restrictions are causing congestion, the Contractor will be required to open all lanes to traffic until the congestion is eliminated.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights and sirens. The Contractor shall alert all flaggers and personnel of this requirement. If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

The following roadways maybe reduced to one-way within the active construction area:

- Wyatt Way NW maybe reduced to one westbound lane of one-way travel
- Wyatt Way NW west of Lovell maybe closed to through traffic only during underground utility relocation
- Madison Ave N maybe reduced to one northbound lane of one-way travel
- Grow Ave NW maybe reduced to one southbound lane of one-way travel
- Lovell Ave NW maybe reduced to one northbound lane of one-way travel

Twenty four (24) hour access to all residences shall be maintained at all times. If the Contractor must restrict access to these homeowners for work elements that are unavoidable, the Contractor must provide homeowners with a minimum of 48-hour notice before restricting or eliminating their access.

Access to business property adjacent to the intersection of Wyatt Way NW and Madison Ave N shall be maintain during business hours.

All work within the traveled way shall be limited to working hours of 7:30 am to 4:00 pm Monday thru Friday unless otherwise approved by the Engineer.

1. Contractor shall develop public information and communication materials for the project for distribution by the City to local residents and businesses. The material should include: project area, working hours, work to be completed, traffic control, etc.
2. Working hours for weekends are 8:00am to 6:00pm on Saturday.

No construction will be allowed on Sunday.

3. Lane closures are not allowed on any of the following unless otherwise agreed to by the Engineer:

A holiday;

A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday;

After 12:00pm on the day prior to a holiday or holiday

weekend; and Before 12:00pm on the day after the

Holiday or holiday weekend.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters (May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference (October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 5 prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

Subcontracting

Section 1-08.1 is supplemented with the following:

(June 3, 2020)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

Progress Schedule

1-08.3 Progress Schedule

Section 1-08.3 is supplemented with the following:

(*****)

The Contractor shall provide daily progress updates when working and prior to leaving the site that include a list of roads painted and raised pavement markers installed with quantities used. The daily progress update form and submittal shall be agreed upon during the pre-construction meeting.

Prosecution of Work

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

Time for Completion

Section 1-08.5 is supplemented with the following:

(*****)

The project's first working day shall be July 1, 2020 or earlier. The project's Physical Completion date shall be September 1, 2020 or earlier.

Measurement and Payment

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

Temporary Traffic Control

Measurement

Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

Division 8 Miscellaneous Construction

8-09 Raised Pavement Markers

Section 8-09 is supplemented with the following:

(*****)

Raised Pavement Marker Type 1 and Type 2 shall be removed in accordance with Attachment A.

Section 8-09.5 is supplemented with:

(*****)

"Raised Pavement Marker Type 1", per each.
"Raised Pavement Marker Type 2", per each.

8-22 Pavement Marking

Section 8-22.3(1) is revised to read:

The Contractor shall pre-mark each installation of pavement marking materials prior to application, except when existing markings are visible. The pre-marking shall be a guide in placing the pavement markings. Placement of the pavement marking materials shall not be performed until the pre-marking has been inspected and approved by the Engineer.

Section 8-22.3(3)D is supplemented with:

(*****)

Broken or "Skip" lines length and spacing shall match existing painted markings.

Section 8-22.3(3)F is supplemented with:

(*****)

Pavement markings shall be applied at 15 mils base line wet thickness measured above the pavement surface or above the groove bottom for grooved markings in thousandths of an inch (mils).

Prior to the starting work the Contractor shall run a test paint line with the Engineer present to measure and confirm the mils thickness is being met. Following confirmation and approval by the Engineer that the mils thickness standard is being met the Contractor shall start painting. Any paint line during the project that is found not to meet the thickness standard shall be repainted at no cost to Owner.

Section 8-22.3(4) is supplemented with:

(*****)

The installed pavement marking material shall have a uniform thickness and smooth surfaced cross-section throughout its entire length.

The Contractor shall be responsible for removing all pavement marking materials spilled on the road surface by a method acceptable to the Engineer.

Section 8-22.3 (6) is replaced with:

(*****)

Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Hydro-blasting shall be used to remove the painted markings as the only method allowed. If in the opinion of the Engineer, the pavement is materially damaged by the pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(3).

Division 9 Materials

9-34 Pavement Marking Material

Section 9-34.2 is modified as follows:

Center line, edge lines, and painted wide lines shall be Low VOC Waterborne Paint.

Attachment D Road List

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Agate Pass Road	3,485	0	0	0	0	0	0
Agatewood Road	1,600	0	0	0	0	0	0
Agate Point Road	3,229	0	0	0	0	0	0
Arrow Point Drive	9,504	0	0	0	0	0	0
Baker Hill Road	10,666	21,332	0	0	0	0	0
Battle Point Drive	10,930	0	0	0	0	0	1
Bayhill Road	350	0	0	0	0	0	0
Bergman Road	2,817	0	0	0	0	0	0
Bjune Drive	302	1,641	0	0	0	47	0
Blakely Avenue	15,840	31,680	0	0	0	0	0
Blakely Hill Road	4,224	100	0	0	0	48	0
Brien Drive	0	988	0	0	0	0	0
Bucklin Hill Road	5,333	10,666	3,900	0	0	0	0
Byron Drive	1,297	0	0	0	0	0	0

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Cave Avenue	0	0	0	0	0	84	
Cherry Avenue	2,400	0	0	0	0	0	1
Commodore Lane	1984	0	0	0	0	0	0
Cosgrove Avenue	0	0	0	0	0	80	1
County Park Road	0	0	0	0	0	0	0
Country Club Road	8,976	0	0	0	0	0	0
Crystal Springs Drive	9,194	0	0	0	0	0	0
Day Road	12,461	24,922	0	0	0	0	0
Dingley Road	774	1,548		0	0	0	0
Dolphin Drive	2,640	0	0	0	0	0	0
Eagle Harbor Drive	12,725	25,450	0	0	0	0	0
Ericksen Avenue	2,600	10,750	4,992	0	0	120	0
Euclid Avenue E	7,603	0	0	0	0	0	0
Falk Road	2,763	0	0	0	0	0	0
Ferncliff Avenue	8,818	9,874	7,300	0	0	0	0
Fletcher Bay Road	12,091	22,722	1,460	340	200	0	1

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Finch Road	2,640	3,822	1,600	0	0	0	0
Fort Ward Hill Road	7,973	4,934	0	0	0	0	0
Foster Road	1,954	0	0	0	0	0	0
Frey Road	1,320	0	0	0	0	0	0
Grand Avenue	4,752	7,104	2,520	0	0	0	0
Grow Avenue	4,150	8,300	0	0	0	0	0
Halls Hill Road	3,854	0	0	0	0	0	0
Harborview Drive	2,587	0	0	0	0	0	0
Henderson Road	4,013	0	0	0	0	0	0
Hidden Cove Rd	11,088	22,176	0	0	0	0	0
High School Road	7,260	16,592	9,355	0	200	40	2
Ihland	0	0	0	0	0	0	0
Komedal Road	2,429	0	0	0	0	0	0
Koura Road	7,248	16,684	0	0	0	0	0
Lafayette Avenue	3,960	7,920	0	0	0	0	0
Lofgren Road	1,901	3,802	0	0	0	0	0

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Lovegren Road	2,563	0	0	0	0	0	0
Lovell Avenue	2,640	5,280	0	0	0	0	0
Lynnwood Center Road	6,653	10,660	2,646	0	0	0	0
Madison Avenue & Madison Ave. N	22,326	35,452	15,984	0	0	108	13
Mandus Olson	2,590	0	0	0	0	0	0
Manitou Beach Road	8,501	17,002	0	0	0	0	0
Manzanita Avenue	5,280	0	0	0	0	0	0
McDonald Avenue	2,323	0	0	0	0	0	0
Miller Road	15,101	30,202	0	0	0	0	0
Moran Road	2,904	5,808	0	0	0	0	0
Murden Cove	1,848	0	0	0	0	0	0
Nakata Place	0	0	0	0	0	0	0
New Brooklyn Road	10,666	19,373	1,959	0	0	108	0
New Sweden Avenue	3,907	0	0	0	0	0	0
Nicholson Place	0	0	0	0	0	0	0

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
North Street	528	0	0	0	0	0	0
Oddfellow Road	2,904	5,808	0	0	0	0	0
Old Creosote Drive	3,653	0	0	0	0	0	0
Old Mill Road	5,280	0	0	0	0	0	0
Olympic Terrace	2,798	0	0	0	0	0	0
Parfitt Way	3,640	0	0	0	0	84	0
Park Avenue	1,742	3,484	0	0	0	0	0
Peterson Hill Road	1,320	0	0	0	0	0	0
Phelps Road	8,026	16,052	6,060	0	0	0	0
Pleasant Beach Drive	6,970	13,940	920	0	0	0	0
Point White Drive	8,026	16,052	0	0	0	0	0
Ralston Road	581	0	0	0	0	0	0
Rockaway Beach Road	5,280	0	0	0	0	0	0
Rose Avenue	1,584	0	0	0	0	0	0
Sands Avenue	2,534	0	0	0	0	0	0
Seabold Road	400	0	0	0	0	0	0

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Seabold Church Road	581	0	0	0	0	0	0
South Beach Road	3,168	0	0	0	0	0	0
Sportsman Club Road	8,606	17,212	0	0	0	0	1
Springridge Road	5,966	0	0	0	0	0	0
Sunrise Drive	15,787	31,574	0	0	0	0	0
Taylor Avenue	6,791	0	0	0	0	0	0
Toe Jam Hill Road	7,920	0	S	0	0	0	0
Tolo Road	326	0	0	0	0	0	1
Torvanger Road	1,320	0	0	0	0	0	0
Valley Road	2,587	5,174	0	0	0	0	0
Vincent Road	2,734	0	0	0	0	0	0
Wallace Way	1,320	2,640	0	0	0	0	0
Wardwell Road	286	572	0	0	0	0	0
Washington Avenue	0	0	0	0	0	0	0
Weaver Road	3,117	0	0	0	0	0	0
West Port Madison Road	5,333	0	0	0	0	0	0

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Wing Point Way	6,500	4,500	3,240	0	0	0	0
Wing Point Road	1,145	2,290	0	0	0	0	0
Winther Road	1,320	0	0	0	0	0	0
Winslow Way	3,676	2,774	1,900	0	0	0	0
Wood Avenue	1,742	0	0	0	0	0	0
Wyatt Way	5,280	30,768	1,500	0	0	0	4
Yaquina Avenue	3,168	0	0	0	0	0	0
3-T Road	890	0	0	0	0	0	0
Total	453,866	529,624	65,336	340	400	719	25

Declaration of Option for Management of Statutory Retained Percentage Under Chapter 60.28 RCW

The Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing the Contractor's signature and date to one of the following three options in accordance with RCW 60.28.011(4) and subject to the conditions of the Measurement and Payment Section. The Contractor may also have some or all of the retained percentage released by tendering a retainage bond acceptable to the Owner (City of Bainbridge Island) in accordance with RCW 60.28.011(6).

I hereby elect to have the retained percentage of this Contract **HELD IN A FUND** by the City of Bainbridge Island ("City") in accordance with RCW 60.28.011(4)(a).

Date: _____ Signed: _____

I hereby elect to have the City deposit the retained percentage of this Contract in an **INTEREST-BEARING ACCOUNT** in accordance with RCW 60.28.011(4)(b).

Date: _____ Signed: _____

I hereby elect to have the City **PLACE IN ESCROW** the retained percentage of this Contract in accordance with RCW 60.28.011(4)(c). If this option is chosen, the Contractor must designate a repository acceptable to Owner as follows:

I hereby designate _____ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investments selected are subject to City approval. Prior to the City placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow.

Date: _____ Signed: _____

I hereby elect to tender a retainage bond for some or all of the retained percentage in accordance with RCW 60.28.011(6). Such bond shall be issued by a surety accepted for business in this state by the Washington Insurance Commissioner and with an A.M. Best rating of at least B plus and otherwise acceptable by the Owner (City).

Date: _____ Signed: _____

CITY OF BAINBRIDGE ISLAND
280 Madison Avenue N
Bainbridge Island, Washington 98110

Subject: **2020 Road Striping**

To Whom It May Concern:

The undersigned Contractor hereby guarantees and warrants the complete construction and installation of all work, systems, and apparatus done and performed in connection with the above-referenced Project to be free from defects in materials and workmanship for a period of **two (2) years** from the date of final acceptance of the entire Project. The undersigned agrees to remedy and correct at its own expense any such defects appearing during that period of time due to unsatisfactory materials or workmanship, and will pay for any and all damage which may occur to other aspects of the work or the Project which may result from the occurrence of such defects or the correction of the same. It is understood that partial or entire use of the Project by the City of Bainbridge Island (“City”) shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City shall in no way be deemed a waiver by the City of any rights or remedies (or time limits in which to enforce said rights or remedies) it may have against the undersigned for defective workmanship or defective materials under the laws of the State of Washington pertaining to acts of negligence.

This Guarantee shall not be interpreted as holding the undersigned responsible for any deterioration of the work related to the Project due to normal use or abuse of the work by the City.

Contractor Signature

Date

Print – Company Name – Title

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for the 2020 Road Striping Project, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars (\$_____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 20__, for the construction of the **City of Bainbridge Island's 2020 Road Striping Project**, according to the terms, conditions, and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by chapter 39.08 RCW, any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements for payment of all persons laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by chapter 39.08 RCW and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20__.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney

Performance Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** _____

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the "OWNER") in the full sum of _____ dollars (\$_____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _____, 20____, for the construction of the **City of Bainbridge Island, 2020 Road Striping Project**, according to the terms, conditions and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to compel performance by the SURETY and to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to perform all requirements and obligations under the Contract as defined by the Contract Documents in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements under the Contract and the Contract Documents and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or other failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to perform or pay to have performed any and all such obligations not performed by the PRINCIPAL in accord with the Contract Documents in the same manner and to the same extent as the PRINCIPAL.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the Work to be performed thereunder, or other Contract Documents shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or other Contract Documents. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this _____ day of _____, 20__.

PRINCIPAL:

By: _____
(Print Name)

Signature: _____

Title: _____

SURETY:

By: _____
(Print Name)

Signature: _____

Title: _____

Address: _____

Attachments: Original Surety Power of Attorney

2020 Road Striping List
Attachment D

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Agate Pass Road	3,485	0	0	0	0	0	0
Agatewood Road	1,600	0	0	0	0	0	0
Agate Point Road	3,229	0	0	0	0	0	0
Arrow Point Drive	9,504	0	0	0	0	0	0
Baker Hill Road	10,666	21,332	0	0	0	0	0
Battle Point Drive	10,930	0	0	0	0	0	1
Bayhill Road	350	0	0	0	0	0	0
Bergman Road	2,817	0	0	0	0	0	0
Bjune Drive	302	1,641	0	0	0	47	0
Blakely Avenue	15,840	31,680	0	0	0	0	0
Blakely Hill Road	4,224	100	0	0	0	48	0
Brien Drive	0	988	0	0	0	0	0
Bucklin Hill Road	5,333	10,666	3,900	0	0	0	0
Byron Drive	1,297	0	0	0	0	0	0
Cave Avenue	0	0	0	0	0	84	0
Cherry Avenue	2,400	0	0	0	0	0	1
Commodore Lane	1,984	0	0	0	336	0	0
Cosgrove Avenue	0	0	0	0	0	80	1
County Park Road	0	0	0	0	0	0	0
Country Club Rd	8,976	0	0	0	0	0	0
Crystal Springs Drive	9,194	0	0	0	0	0	0
Day Road	12,461	24,922	0	0	0	0	0
Dingley Road	774	1,548	0	0	0	0	0
Dolphin Drive	2,640	0	0	0	0	0	0
Eagle Harbor Drive	12,725	25,450	0	0	0	0	0
Ericksen Avenue	2,600	10,750	4,992	0	0	120	0
Euclid Avenue E	7,603	0	0	0	0	0	0
Falk Road	2,763	0	0	0	0	0	0
Ferncliff Avenue	8,818	9,874	7,300	0	0	0	0
Fletcher Bay Road	12,091	22,722	1,460	340	0	0	1

2020 Road Striping List
Attachment D

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Finch Road	2,640	3,822	1,600	0	0	0	0
Fort Ward Hill Road	7,973	4,934	0	0	0	0	0
Foster Road	1,954	0	0	0	0	0	0
Frey Road	1,320	0	0	0	0	0	0
Grand Avenue	4,752	7,104	2,520	0	0	0	0
Grow Avenue	4,150	8,300	0	0	0	0	0
Halls Hill Road	3,854	0	0	0	0	0	0
Harborview Drive	2,587	0	0	0	0	0	0
Henderson Road	4,013	0	0	0	0	0	0
Hidden Cove Rd	11,088	22,176	0	0	0	0	0
High School Rd.	7,260	16,592	9,355	0	200	40	2
Ihland	0	0	0	0	0	0	0
Komedal Road	2,429	0	0	0	0	0	0
Koura Road	7,248	16,684	0	0	0	0	0
Lafayette Avenue	3,960	7,920	0	0	0	0	0
Lofgren Road	1,901	3,802	0	0	0	0	0
Lovegren Road	2,563	0	0	0	0	0	0
Lovell Avenue	2,640	5,280	0	0	0	0	0
Lynwood Center Rd	6,653	10,660	2,646	0	0	0	0
Madison Ave & Madison Ave North	22,326	35,452	15,984	0	0	108	13
Mandus Olson	2,590	0	0	0	0	0	0
Manitou Beach Road	8,501	17,002	0	0	0	0	0
Manzanita Avenue	5,280	0	0	0	0	0	0
McDonald Avenue	2,323	0	0	0	0	0	0
Miller Road	15,101	30,202	0	0	0	0	0
Moran Road	2,904	5,808	0	0	0	0	0
Murden Cove	1,848	0	0	0	0	0	0
Nakata Place	0	0	0	0	0	0	0
New Brooklyn Road	10,666	19,373	1,959	0	0	108	0

2020 Road Striping List
Attachment D

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
New Sweden Ave	3,907	0	0	0	0	0	0
Nicholson Place	0	0	0	0	0	0	0
North Street	528	0	0	0	0	0	0
Oddfellow Road	2,904	5,808	0	0	0	0	0
Old Creosote Drive	3,653	0	0	0	0	0	0
Old Mill Road	5,280	0	0	0	0	0	0
Olympic Terrace	2,798	0	0	0	0	0	0
Parfitt Way	3,640	0	0	0	0	84	0
Park Avenue	1,742	3,484	0	0	0	0	0
Peterson Hill Road	1,320	0	0	0	0	0	0
Phelps Road	8,026	16,052	6,060	0	0	0	0
Pleasant Beach Drive	6,970	13,940	920	0	0	0	0
Point White Drive	8,026	16,052	0	0	0	0	0
Ralston Road	581	0	0	0	0	0	0
Rockaway Beach Road	5,280	0	0	0	0	0	0
Rose Avenue	1,584	0	0	0	0	0	0
Sands Avenue	2,534	0	0	0	0	0	0
Seabold Road	400	0	0	0	0	0	0
Seabold Church Road	581	0	0	0	0	0	0
South Beach Road	3,168	0	0	0	0	0	0
Sportsman Club Road	8,606	17,212	0	0	0	0	1
Springridge Road	5,966	0	0	0	0	0	0
Sunrise Drive	15,787	31,574	0	0	0	0	0
Taylor Avenue	6,791	0	0	0	0	0	0
Toe Jam Hill Road	7,920	0	S	0	0	0	0
Tolo Road	326	0	0	0	0	0	1
Torvanger Road	1,320	0	0	0	0	0	0
Valley Road	2,587	5,174	0	0	0	0	0
Vincent Road	2,734	0	0	0	0	0	0

2020 Road Striping List
Attachment D

ROAD NAME	Center Stripe (LF)	Edge Line (LF)	Painted Wide Line (LF)	Recessed Pavement Marker Type 2 (EA)	Remove Raised Pavement Marker (EA)	Remove Plastic Crosswalk Line (Per SQ FT)	Removing Plastic Traffic Marker (EA)
Wallace Way	1,320	2,640	0	0	0	0	0
Wardwell Road	286	572	0	0	0	0	0
Washington Avenue	0	0	0	0	0	0	0
Weaver Road	3,117	0	0	0	0	0	0
West Port Madison Road	5,333	0	0	0	0	0	0
Wing Point Way	6,500	4,500	3,240	0	0	0	0
Wing Point Road	1,145	2,290	0	0	0	0	0
Winther Road	1,320	0	0	0	0	0	0
Winslow Way	3,676	2,774	1,900	0	0	0	0
Wood Avenue	1,742	0	0	0	0	0	0
Wyatt Way	5,280	30,768	1,500	0	0	0	4
Yaquina Avenue	3,168	0	0	0	0	0	0
3-T Road	890	0	0	0	0	0	0
Totals	453,866	529,624	65,336	340	536	719	25

**City of Bainbridge Island
Public Works Department**

Project: 2020 Road Striping Project

Bid Opening Date: Bids Due on April 7th, 2020 @ 10:00 am

<p>Note: Bids Are Opened in Order Received. Bids Solicited by: <input type="checkbox"/> Advertisement <input checked="" type="checkbox"/> Small Works Roster The Engineers Estimate is: \$190,000-\$220,000</p>	<p>Stripe Rite, Inc.</p>	<p>Specialized Pavement Marking, Inc.</p>	<p>Apply-A-Line, LLC</p>	
<p>Proposal – Items of Work & Materials, Estimated Quantities, Units of Measurement.</p>	<p>X</p>	<p>X</p>	<p>X</p>	
<p>Proposal Signature Page</p>	<p>X</p>	<p>X</p>	<p>X</p>	
<p>Statement of Bidders Qualifications</p>	<p>X</p>	<p>X</p>	<p>X</p>	
<p>Total Amount Base Bid:</p>	<p>\$162,706.94</p>	<p>\$211,376.10</p>	<p>\$169,837.40</p>	
<p>Washington State Sales Tax @ 9.0%</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	
<p>TOTAL BID AMOUNT</p>	<p>\$162,706.94</p>	<p>\$211,376.10</p>	<p>\$169,837.40</p>	

A total of 3 bids were received for the 2020 Road Striping project. Project Manager, Joel Goodwin has reviewed all the bids and recommends that the City Council award the contract to the apparent low bidder, Stripe Rite Inc. in the amount of \$162,706.94.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:10 PM) Amendment No. 1 to Water & Sewer Telemetry Upgrade Professional Services Agreement - Public Works,

SUMMARY:

Amendment No. 1 to the Design Professional Services Agreement with S&B Inc., in the amount of \$58,106.84, is needed for upgrades to the existing SCADA (Supervisory Control and Data Acquisition) system located at the Wastewater Treatment Plant with remote telemetry units at each water and sewer pumping and storage facility.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward Amendment No. 1 to the Water & Sewer Telemetry Upgrade Professional Services Agreement with S&B Inc., in the amount of \$58,106.84, for approval with the June 23, 2020 Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$58,106.84
Ongoing Cost:	
One-Time Cost:	\$58,106.84
Included in Current Budget?	Yes

BACKGROUND: The Water & Sewer Telemetry Upgrade Professional Services Agreement consists of upgrades to the existing master SCADA (Supervisory Control and Data Acquisition) system located at the Wastewater Treatment Plant with remote telemetry units at each water and sewer pumping and storage facility.

Amendment No. 1 to the Design Professional Services Agreement is needed for additional design of the Sakai Village lift station controls upgrade, new sensors at the Lovell Avenue lift station, pressure reducing valve conversions at the Ferncliff Avenue and Ericksen Avenue stations, and a Windows 10 upgrade to the main telemetry unit system.

City Council approved the original Water & Sewer Telemetry Upgrade Agreement at the July 9, 2019 Council Meeting in the amount of \$297,346.90. Upon approval of Amendment No. 1, the revised contract amount will be \$355,453.74.

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

ATTACHMENTS:

[Amendment No. 1 to Water & Sewer Telemetry Upgrade Professional Services Agreement](#)

[Water & Sewer Telemetry Upgrade Professional Services Agreement \(Executed July 26, 2019\)](#)

FISCAL DETAILS:

The expenditures for this amendment are split between utility funds: Water Fund at \$23,518.93; Sewer Fund at \$34,587.91. The overall SCADA project budget is proposed to be amended and increased to cover these costs when the City Council reviews and approves the 2020 Q1 budget amendments.

Fund Name(s): Sewer Fund

Coding:

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

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on July 26, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and S & B, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with the City’s desires to replace obsolete Programmable Logic Controllers (PLCs) and tone telemetry technology with high reliability PLC technology, expand monitoring control abilities, enhance operator display and viewing options, and improve system reliability; and

WHEREAS, the City desires that the Consultant provide additional services relating to additional design of the Sakai Village lift station controls upgrade, new sensors at the Lovell Avenue lift station, pressure reducing valve conversions at the Ferncliff Avenue and Ericksen Avenue stations, and a Windows 10 upgrade to the main telemetry unit system; and

WHEREAS, the Consultant is willing to provide such additional services in exchange for an additional \$58,106.84.

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

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

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

Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of _____ (\$_____).

A total fixed sum, in accordance with **Attachment A**: a total amount of ~~Two-Hundred Ninety-Seven Thousand Three Hundred Forty-Six Dollars and Ninety Cents (\$297,346.90)~~ Three Hundred Fifty-Five Thousand Four Hundred Fifty-Three Dollars and Seventy-Four Cents (\$355,453.74).

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

2. **Attachment A**, Scope of Services, is hereby amended to include the new tasks shown on attached **Exhibit A**.

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

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

S & B, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

EXHIBITA



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

April 24, 2020

City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110
Via email: pcorelis@bainbridgewa.gov

Attention: Peter Corelis, P.E.
Subject: Amended Scope for SCADA System Upgrade Recommendations and Proposal
Professional Engineering Services and System Integration

Peter:

We are pleased to provide the following amended recommendations and quotation for the second phase of SCADA upgrades to your system. This amendment to the existing Professional Service Agreement addresses items identified by City personnel that are critical.

Background Information

The existing SCADA system consists of a Master Telemetry Unit and computer system located at the Waste Water Treatment Plant (WWTP), and remote telemetry units placed at each water and sewer pumping and storage facility. In 2009, as part of the WWTP improvements, the automation system was upgraded with the addition of several programmable logic controllers (PLCs). The water distribution and sewer collection SCADA master PLC was moved to the WWTP and integrated into a single SCADA system serving water and wastewater needs. All automation system upgrades performed since this time are connected to the 2009 PLC unit and therefore have a significant lifespan remaining. The expected lifespan of full hardware support for this technology is considered fifteen to twenty years. Some parts of the master telemetry unit at the WWTP are from the original 1994 system and are more than twenty years old.

The current professional service agreement contract removes the remaining tone telemetry and 505 series PLC components that are obsolete and difficult to service. The amended professional service agreement will replacement a first generation RTU at Sakai Lift Station, upgrades to the Master Telemetry Unit (MTU) WinCC SCADA upgrade, new sensor and floats for Lower Lovell Lift Station, and Cla Val conversion for Ferncliff and Ericksen PRV stations.

Key performance factors identified for this upgrade includes:

- Replacement of obsolete PLC and tone telemetry technology with high reliability PLC technology
- Expanded monitoring and control abilities
- Enhanced Operator Display for new RTUs
- Improved System Reliability

First Generation RTU Upgrades

The sewer lift stations at Sunday Cove, Vineyard, Sakai Village, Rockaway, North Town Woods and Lynnwood are first generation PLC based units that communicate with the new Master PLC installed in 2009. Communication was moved from the TI PLC to the new Master PLC with the original Professional Service Agreement. The move was done in the Fall of 2019. The City has identified that Sakai LS should be upgraded to our 4th generation RTU.

Bainbridge.SCADA_Upgrade_2019.Ammended Scope 2020.rev0.docx

Additional instruments quoted with the new RTUs include a wet well level transmitter, two high level floats and smoke sensor, both required by the new design. Other sensors such as floats and limit switches are available if existing units are proven defective.

With each upgrade of the remote system, corresponding changes are required to the master telemetry unit to exchange data and process alarm conditions. Costs associated with the MTU changes are included in the RTU pricing. The proposed RTUs are configurable to work on existing leased lines, DSL/Cable, radio and cellular communication channels. The basis of estimate for the lift station RTU upgrades are based on DSL implementation. The RTU is UL listed and meets local, state and federal standards for construction and safety. Startup services are provided following installation by our electrical sub-contractor, modification of the MTU to accommodate the new system and decommissioning of the old tone telemetry equipment.

S&B Inc 4th Generation RTU

The RTUs for this project are utilizing standard products, see RTU product order number matrix. All RTU's will come with TP700 and ready for either DSL or Cellular connectivity.

PLC

A Siemens 1500 series processor and ET200-SP series form factor is selected as the replacement for your existing series 440 processor. The 1500 series processor is our most common PLC deployment today.

The Siemens 1500 series Programmable Logic Controller (PLC) is very powerful and fast – handling multiple requests from many locations simultaneously. The new PLC will accommodate the computing needs of the reservoir stations, and have sufficient capacity to significantly expand in scope as new control features or devices are added in the future. It comes with built-in security where users must authenticate through established credentials to view the PLC and make any adjustments to the program. This is an added layer of protection to stop any unauthorized access. The 1500 series processor will accommodate a wide variety of communication options including telephone, fiber optics, cellular, and/or cable/DSL communication. For this application, the District has selected cellular.

A key change in the technology between the existing system and the proposed new PLC is with the machine code. The new 1500 series PLC uses object oriented code which allows for CPU efficient execution of functional block, statement list and structured control languages using the industry standard IEC 61131 guidelines for programmable logic

S&B Control Panel Ordering Form

Model:	B	-	XXX	-	TP7	-	C	-	1	-	SC	OPTIONS
												ISR <input type="checkbox"/> ISR Box Included
												SC <input type="checkbox"/> Seismically Certified
												1 Nema 1/12
												3 NEMA 3R
												4 NEMA 4X
												C Cellular
												I Internet
												L Lease Line
												F Fiber
												TP7 7" Touch Panel
												TP9 9" Touch Panel
												TP12 12" Touch Panel
												XXXX IO Count
wall mount-	A	24x20 RTU										
wall mount-	B	30x24 RTU										
wall mount-	C	36x30 RTU										
wall mount-	D	42x36 RTU										
Free Standing -	E	60x24 RTU										
Free Standing -	F	72x24 RTU										
Free Standing -	G	90x24 RTU										
	X	Custom										



STATEMENT OF WORK

controllers. This conversion is a major step in building open system platforms that are less dependent on specific manufacturer features.

Touch Panel Controls

New RTUs include a 7" color touch panel display for improved local control capabilities to the operator for setpoint entry and alarm display.

Master Telemetry Unit (MTU) WinCC SCADA Upgrade

After January 14, 2020, Microsoft will end support for Windows 7 and Server 2008. The primary affect to your system is in security as Microsoft will no longer provide security updates or support for PCs running Windows 7 or Server 2008. We recommend upgrading the computers to the latest software and are pleased to provide you with a scope to replace the client SCADA computer, your server computers use Windows Server 2012 R2 and are supported.

The SCADA computer system was last upgraded in 2016. SCADA computers, which run continuously acquiring SCADA data, have a far shorter lifespan than personal computers as they are used continuously with heavy demands on the hard disks and processing units. SCADA computers have a lifespan of 3-5 years (workstations) and 5-7 years (servers) you are at the benchmark time frame for complete replacement of the Client computer as the hardware costs are less than the labor to load, configure and test. It is best practice to be proactive in the replacement cadence of the SCADA computers.

This scope provides options to replace the workstation computer and software with new equipment and updated Siemens SCADA software application compatible with the new Microsoft Windows 10 Enterprise operating system for the workstation and Server 2012 R2 for the server machine. Using Windows 10 for SCADA system software applications requires more user management over the monthly Windows Update than the previous Windows 7 system required. Therefore, we recommend Windows 10 Enterprise LTSC 2019 as the version of operating system best matched to SCADA operation. This version provides the most stable operating system environment and one easiest to manage internally or by our field engineers. Unlike the standard Windows 10 Professional, the LTSC 2019 is a leaner operating system focused on stability and without unnecessary programs and frequently mandated Anniversary Updates. The best feature is the stable performance necessary for critical applications such as SCADA. The downside of this version of Windows 10 is that it is available as a "volume license / software assurance" software subscription service only, not factory installed. We must install a new enterprise windows OS and manage a volume license purchase, placed in the utilities name.

The workstation will be configured for Win911 off-duty call out and similar to the SCADA application program. Your current version is 7.1x, a relicensing fee is required by the manufacturer to re-install your existing software version and is included in our scope.

The existing server computers has just entered the expected life span time frame of 5-7 years. The servers are running Windows Server 2012 R2 OS with a Mainstream Support End Date of 10/9/2018 and Extended Support End Date of 10/10/2023. We recommend replacing the server machines prior to 2023. The Existing Server WinCC computer will only have the WinCC application software update for compatibility with WinCC version upgrade on the Client computer.

The SCADA computer system includes a dual monitor display with two 24" LCD screens, for the workstation with a desktop mount stand that holds the monitors fixed into relationship to each other. The monitors have a narrow edge which improves the overall operating environment when viewing data that spans more than one monitor. The client computer video card is provided with three ports; one display Port (DP) and two mini Display Ports (mDP). The two mDP ports will be used for the 24" monitors, leaving the DP available for a future connection.

Work will be performed by an S&B Inc field Engineer.

New Sensor and Floats for Lower Lovell Lift Station

The City currently has a 2016 RTU removed from the Village Lift Station that is suitable for use at Lower Lovell Lift Station. The City has decided to not reuse the level transmitter and floats from Village. This provides new Level Transmitter and Floats for the repurposed RTU at Lower Lovell.

Cla Val Conversion for Ferncliff and Ericksen PRVs

These two PRV station are included in the original current scope of work for installation by a contractor. Currently these sites do not have override control and monitoring capacities from SCADA. The City's newer PRV stations are designed with override close on the small PRV, override open/close/hold on the larger PRV, and monitoring of valve position. We propose adding these same features to Ferncliff and Ericksen. The Cla Val retrofit will occur before the contractor installs the new RTUs. S&B will order the Cla Val retrofit from GC systems and direct GC Systems to coordinate with City Personnel to schedule installation.

Professionals Engineering Services for Installation by Contractor:

The work quoted includes Professional engineering services to provide the City with design documents for inclusion into the City's specifications for contractor bid package. Installation is not part of this scope of work.

Summary of sites that required contractor installation:

Sakai Village Lift Station

We recommend that the contractor performs a site visit to each station prior to providing a bid. Below is a brief description of requirements by site (only new sites added this amendment are described below).

SEWER SITES AT SAKAI VILLAGE

Replace first generation telemetry RTU at Sakai Village S&B model B-32I8Q8AI-TP7-I-1-ISR. New unit is Nema type 1/12 sized 24x24x10 with intrinsically safe circuit kit for installation into existing MCP panel.

Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to City personnel for CenturyLink to change phone line services. Field instruments include one submersible level transmitter and two floats.

The following items are performed by an S&B Field Engineer. No contractor installation is required:

MASTER TELEMETRY UNIT (MTU) WINCC SCADA UPGRADE {WORK PERFORMED BY S&B FIELD ENGINEER}

The master system modifications for upgrading the WinCC server application software to V7.5 SP1 Upd2 and replacement of Windows 10 Enterprise LTSC 2019 client computer with WinCC7.5 SP1 Upd2 and Win911 loaded.

Startup and Commissioning:

The SCADA system requires testing with each item listed below following installation. Our quote includes startup and commissioning for each RTU.

Training:

Training is provided concurrent with each station upgrade. Our field engineer will instruct the assigned operator(s) with the use of the new touch screen devices with specific focus on control features as part of the station commissioning. This provides the City with hands on training and self-sufficiency in maintaining the SCADA system. Equipment and software planned for these upgrades are consistent with the newer pump stations purchased by the City and we do not anticipate operators having difficulty understanding the technology applied at each pump station.

O&M Manual:

S&B will provide a conformed O&M for the City for the SCADA Master System. Two copies will be proved to the City. The Binders include schematic drawings on 11x17 and a DVD with hardware manuals and operation description.

Warranty Support:

The system integration and software development required for this project is included with full support for a time period not less than one (1) year. During this time period, we will receive requests for assistance and respond using a high speed network connection to the control system via VPN within one business day. The initial response will identify problem areas, determining if the system requires software modifications, hardware replacement or both in order to maintain automatic operation of the system. The technologies available to us for troubleshooting the new system allow our engineers to remotely access the MTU system, assess current and historical conditions, and make assessments quickly.

We will support the City in the diagnosis and resolution of hardware failures to equipment provided under this scope of work during the warranty period without additional fees.

Scope of Work Estimates:

Our work summary is provided on the attached table and is broken into several columns to reflect selected options and anticipated services:

1. Professional Services / Application Software / Design
2. System integration / hardware / packaged software
3. Field Instruments and Sensors
4. Electrical Installation estimates provided with I&C and Electrical Design documents

Professional Services includes application specific software engineering, electrical and I&C design, CAE generated drawings application specific, application development for the Siemens S7 PLC, WinCC graphic computer software

environments, and factory testing of RTU with software, startup, commissioning and training. System integration includes materials, panel integration, use SBI packaged software Library, Standard Product CAE drawings, and field devices. System integration work is performed at our facility in Bellevue, tested and then shipped to location for installation. The assembly of custom RTUs was determined by Washington State L&I in 2017 to require inside electrician prevailing wage rates; this scope of work provides all standard products with RTU model numbers. Please see the attached "Scope of Work Pricing and Details" section for a more detail breakout of Professional Services and System Integration.

Professional Engineering Services for design is provided by S&B, to provide the City with electrical and I&C specifications for include in the contractor installation bid documents. Professional Engineering Services deliverable may include but not limited to; electrical site plan, station One-Lines, conduit schedule, equipment and field device placement, block diagrams, network diagram, I&C and Electrical Specifications for inclusion into the City's Small works Roster bid document.

City to provide S&B civil site plan in AUTOCAD, transmitted electronically for the stations requiring installation by contractor.

Scheduling:

Our typical project cycle is 8 to 10 weeks for delivery. Scheduling will accommodate City needs. Our field work will impact operations for coordination with confined space entries for our electrical sub-contractor. We will plan ahead, coordinate work and minimize disruption to the operation of your systems. In spite of this we anticipate portions of the control system operation will require manual operation by the City for up to eight hour durations while critical control changes are implemented.

Service Life:

For your lifecycle planning, it is important to consider equipment service life. During this time period the device should be repairable or replaceable with like kind. The SCADA system is composed of parts that are on the leading edge of technology and more susceptible to obsolescence than other equipment in your water and sewer systems such as pumps and valves. We recommend our customers to consider the following lifecycle estimates in the budget cycle for the purposes of budget planning.

<i>DESCRIPTION</i>	<i>SUPPORT LIFE</i>	<i>REPAIR FREQUENCY</i>
PLC central processing unit (RTU, MTU)	20 years	rare – never
PLC I/O modules	20 years	15 year
Communication (modems of all types)	7 years	5 year
Touch Screens for PLC	8 years	8 year
Power Supplies	20 years	7 year
Computer Systems	5-7 years	4 year
Pressure Transmitters	20 years	15 year
Submersible Level Transmitter	15 years	10 year
Network Connected motor controllers	20 years	20 years

STATEMENT OF WORK

Standard Inclusions:

- Control system design and software based on S&B standards.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation available at 4 weeks after receipt of order
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.
- Quote is valid for ninety days from date of bid

Standard Exclusions:

Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:

- L&I filing fees, prevailing wage compliance.
- Electrical installation.
- Stamped seismic calculations for Seismic Zone compliance.
- Conduit, wire or cable external to the control system panels listed in this scope
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.
- Liquidated damages (available upon request and definition of scope)
- Credit Card payment (service available for additional fee)
- Cost of Utility service (cost provided by City of Bainbridge Island)

Prices quoted are valid for sixty (60) days and we accept the City's standard contract form presented in our 2015 - 2016 contract. Please feel free to use the text in this scope of work for your Contract attachment.

We thank you for the opportunity to provide this proposal and will be happy to answer any questions you may have regarding technical or administrative issues.

Yours very truly,



James E Swanson II, PE
Vice President
S&B Inc.

Scope of Work Pricing and Details

Electrical scope:

- Portion of our work includes providing an instrument and electrical installation plans and specifications. The new sensor for Lower Lovell and Sakai Lift Station will be added to the design packet.

Summary

New sensor and Floats for Lower Lovell	\$1,456.24
SCADA Client 1 upgrade to windows 10 with WinCC upgrade to V7.5	\$7,579.86
Sakai LS added to scope of Work	\$29,341.74
Ferncliff and Ericksen Cla Val conversion	\$19,729.00
Amended Scope Total	\$58,106.84

Detail Breakout

SCADA Client 1 upgrade to windows 10 with WinCC upgrade to V7.5		\$6,954.00
WSST	9.0%	\$625.86
Total		\$7,579.86

New Sensors for Lower Lovell (repurposed Village RTU) (two floats and submersible level transmitter - 705)		\$1,336.00
WSST	9.0%	\$120.24
Total		\$1,456.24

Ferncliff and Ericksen Cla Val conversion		\$18,100.00
convert 6" and 8" to model 131G-AV-BCSY, 2" to model 93DG-01 and install (4) X105LCW micro switches		
WSST	9.0%	\$1,629.00
Total		\$19,729.00

Sakai LS added to scope of Work		
S&B Model B-3218Q8AI-TP7-I-1-ISR		
Design (I&C and Electrical)		\$6,274.00
Application Software (RTU & MTU)		\$7,060.00
System Integration (RTU)		\$10,300.00
Field Instruments (Level Transmitter and 2 floats)		\$1,336.00
ISR / Float backup Kit (located in MCP)		\$3,050.00
WSST (System Integration)	9.0%	\$1,321.74
Total		\$29,341.74

STATEMENT OF WORK

Vendor # 617 Proj # 00821
Contract # 2190058
PO # _____ Ret # _____
Org 7242547/1217436 641100
Vendor: () Vault () PW

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 S & B, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with City desires to replace obsolete Programmable Logic Controllers (PLC) and tone telemetry technology with high reliability PLC technology, expand monitoring control abilities, enhance operator display and viewing options, and improve system reliability; 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 January 31, 2021 unless sooner terminated by either party as provided below.

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

3. PAYMENT

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

- Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of [write out the total payment for services] (\$_____);
- A total fixed Sum, in accordance with **Attachment A**, of Two Hundred Ninety-Seven Thousand Three Hundred Forty-Six Dollars and Ninety Cents (\$297,346.90);
- 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: S & B, INC.
 13200 SE 30th Street
 Bellevue, WA 98005
 Attention: Randall Stead, President

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

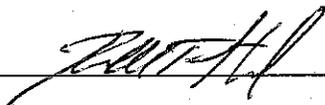
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

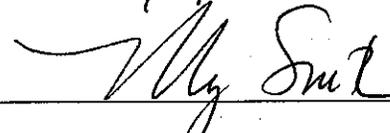
S & B, INC

CITY OF BAINBRIDGE ISLAND

Date: 7/26/19

Date: 7/19/19

By: 

By: 

Name Randall T. Stead

Morgan Smith, City Manager

Title President

Tax I.D. # 91-0995212

City Bus. Lic. # 12351

ATTACHMENT A SCOPE OF SERVICES

Background Information

The existing SCADA system consists of a Master Telemetry Unit and computer system located at the Waste Water Treatment Plant (WWTP), and remote telemetry units placed at each water and sewer pumping and storage facility. In 2009, as part of the WWTP improvements, the automation system was upgraded with the addition of several programmable logic controllers (PLCs). The water distribution and sewer collection SCADA master PLC was moved to the WWTP and integrated into a single SCADA system serving water and wastewater needs. All automation system upgrades performed since this time are connected to the 2009 PLC unit and therefore have a significant lifespan remaining. The expected lifespan of full hardware support for this technology is considered fifteen to twenty years. Some parts of the master telemetry unit at the WWTP are from the original 1994 system and are more than twenty years old.

The tone telemetry and 505 series PLC components are obsolete and difficult to service; they must be upgraded at this time in order to retain a high level of reliability for the overall system. Similarly, RTUs that were commissioned between 1993 and 1999 are obsolete, with support only available by scavenging used equipment. These represent the highest risk of failure and reduced ability to support. On the second tier of replacement are first generation PLC based RTUs, typically commissioned between 1998 and 2004. These are also obsolete however the Consultant has a slightly better platform of spare and used parts to work from while maintaining equipment.

Within this scope of services, the Consultant identifies replacement RTUs and upgrades to the Master Telemetry Unit (MTU) that will be consistent with all recently installed units, featuring digital communication and the ability to use network connected motor starters and field sensors.

Key performance factors identified for this upgrade includes:

- Replacement of obsolete PLC and tone telemetry technology with high reliability PLC technology
- Expanded monitoring and control abilities
- Enhanced Operator Display for new RTUs
- Improved System Reliability

Tone Telemetry Site Upgrades

Tone telemetry based RTUs were designed for a twenty-year service life and support for this technology is very limited since the equipment is no longer produced. While the City has saved equipment from previously upgraded locations to accommodate service needs, these units should be upgraded as soon as possible, starting with the units that provide both monitoring and control and then moving to monitor-only sites. The Consultant recommends priority be given to replacing tone telemetry units since the core equipment is obsolete and only serviceable using refurbished modules or by chip level component repair.

Water stations at Taylor Ave Well, Erickson PRV, Cherry PRV, and Creosote Road Tank are included in the list of tone telemetry sites listed in order of upgrade. The new RTUs will replace the functions of the existing units and changeover of basic operation is rapid. The Consultant recommends a monitoring and control feature for each motor starter that will provide necessary data to generate efficiency and cost of operation values in the SCADA system; network connected motor starters have been employed for most of the City's pumping stations for the past ten years. For this scope of services, however, the focus is on replacement of obsolete RTU and MTU equipment and due to cost considerations, the upgrade to provide network connected motor controls is understood to be delayed until a later phase of upgrade as budgets allow. The new RTU architecture is modular and readily adapts to new technologies as they are connected, so a phased implementation is a reasonable solution.

For the sewer collection system, Lower Lovell, Island Terrace, Ferry Terminal, Klickitat, and Woodward complete the list of tone telemetry sites that must be upgraded. A replacement of the tone telemetry RTU with a PLC based RTU/controller will require modifications to the existing control panel at each of these stations in order to transfer pump control. These sites report pump running status and up to ten alarm conditions including high wet well, low wet well, compressor failure, generator run, generator fail, operator in trouble, station flood, intrusion, smoke and loss of power. Existing pump control logic at these sewer stations is separate from the telemetry and vary in design and quality. All of them are obsolete and some do not meet current electrical standards for intrinsically safe circuits. For each of these sites, this scope of services is based on the same RTU design used in the 2015/2016 upgrades for Wing Point, Village, and Lower Hawley.

The City currently has a 2016 RTU removed from the Village Lift Station that is suitable for use at Island Terrace Lift Station. This will require electrical installation at the station and software updates to the master SCADA unit at the WWTP. Field startup services and SCADA graphic / historian additions to the MTU. See pricing table summary, the assumption is the field instruments and RTU in the old Village station were successfully salvaged and ready for use in the Island Terrace station.

The sewer lift stations at Sunday Cove, Vineyard, Sakai Village, Rockaway, North Town Woods, and Lynnwood are first generation PLC based units that communicate with the old master TI545 PLC. The automation work proposed for these sites provide updates at the WWTP to connect these with the SCADA master PLC that was installed in 2008. Unloading the connections to the old master TI545 PLC is considered a high priority as the processor is obsolete and should be de-commissioned as soon as possible from a reliability standpoint. These RTUs vary in age and will need replacements in upcoming years as they reach expected lifespan. The Lynnwood station needs intrinsically safe barriers installed to comply with electrical code and North Town Woods needs the dual float system for redundancy. The update will provide consistent features for the wet well as found on the new stations.

The Old Treatment Plant lift station is scheduled for replacement the in 2019 with an electrical and control system package that will eliminate the obsolete equipment.

Additional instruments quoted with the new RTUs include a wet well level transmitter, two high level floats and smoke sensor, both required by the new design. Other sensors such as floats and limit switches are 153

available if existing units are proven defective. The prices for the equipment and instruments purchased by the City under this Agreement are included in the table below.

RTU Upgrades

With each upgrade of the remote system, corresponding changes are required to the master telemetry unit to exchange data and process alarm conditions. Costs associated with the MTU changes are included in the RTU pricing. The proposed RTUs are configurable to work on existing leased lines, DSL/Cable, radio and cellular communication channels. The basis of estimate for the lift station RTU upgrades are based on DSL implementation. The RTU is UL listed and meets local, state and federal standards for construction and safety. Startup services are provided following installation by the Consultant’s electrical sub-contractor, modification of the MTU to accommodate the new system and decommissioning of the old tone telemetry equipment.

S&B Inc 4th Generation RTU

The RTUs for this project are utilizing standard products, see RTU product order number matrix. All RTU’s will come with TP700 and ready for either DSL or Cellular connectivity.

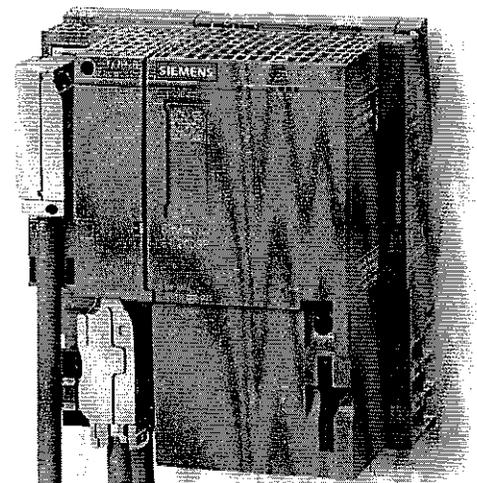
PLC

A Siemens 1500 series processor and ET200-SP series form factor is selected as the replacement for the City’s existing series 440 processor. The 1500 series processor is the Consultant’s most common PLC deployment today.

The Siemens 1500 series Programmable Logic Controller (PLC) is very powerful and fast – handling multiple requests from many locations simultaneously. The new PLC will accommodate the computing needs of the reservoir stations and have sufficient capacity to significantly expand in scope as new control features or devices are added in the future. It comes with built-in security where users must authenticate through established credentials to view the PLC and make any adjustments to the program. This is an added layer of protection to stop any unauthorized access. The 1500 series processor will accommodate a wide variety of communication options including telephone, fiber optics, cellular, and/or cable/DSL communication. For this application, the District has selected cellular.

A key change in the technology between the existing system and the proposed new PLC is with the machine code. The new 1500 series PLC uses object-oriented code which allows for CPU efficient execution of functional block, statement list and structured control languages using the industry standard IEC 61131-1

S&B Control Panel Ordering Form												
Model:	B	-	XXX	-	TP7	-	C	-	1	-	SC	OPTIONS
												ISR ISR Box Included
												SC Seismically Certified
												1 Nema 1/12
												3 NEMA 3R
												4 NEMA 4X
												C Cellular
												I Internet
												L Lease Line
												F Fiber
												TP7 7" Touch Panel
												TP9 9" Touch Panel
												TP12 12" Touch Panel
												XXXX IO Count
wall mount-	A		24x20 RTU									
wall mount-	B		30x24 RTU									
wall mount-	C		36x30 RTU									
wall mount-	D		42x36 RTU									
Free Standing-	E		60x24 RTU									
Free Standing-	F		72x24 RTU									
Free Standing-	G		90x24 RTU									
	X		CUSTOM									



guidelines for programmable logic controllers. This conversion is a major step in building open system platforms that are less dependent on specific manufacturer features.

Touch Panel Controls

New RTUs include a 7" color touch panel display for improved local control capabilities to the operator for setpoint entry and alarm display.

SCADA Master Telemetry Unit Upgrades

As part of the WWTP upgrade, the new remote stations connect with the SCADA master PLC. The overall WWTP uses a distributed design approach with eight PLC units, one for each process area. The old TI545 PLC unit along with tone telemetry and other communication modules were moved from their previous location to the WWTP and integrated into the plant SCADA systems in 2008. These devices have served the City well for more than 24 years, but must be de-commissioned in the near term to maintain a high level of reliability for the overall system. As part of this scope of services, all remote station connections to the old TI545 PLC and all tone telemetry modules are replaced with new technology equipment.

The WWTP industrial control panel is built to UL508 standards and located in the lab building. This enclosure includes a 24Vdc power system, fiber networking, PLC equipment, networking appliances and leased line modems. There is sufficient space in the MCP2000 PLC within this control panel to host all of the existing water and wastewater sites that currently reside in the original (1994) TI545 PLC unit. This PLC should be eliminated as the last tone telemetry remote station is upgraded. Note that upgrade work at the MTU related to tone telemetry sites requires a corresponding upgrade of the RTU since the old technology is incompatible with newer systems.

Communication options

The City Operations Group specifically asked to use leased line modems in place of VPN encrypted TCP communication over DSL or cable for the 2016 projects but returned to DSL for the recent Village and Cave Ave projects. The Consultant continued with this DSL approach for the RTUs shown in this scope of services. The RTUs quoted in this scope of services can quickly and inexpensively convert to TCP and UDP communications consistent with high speed DSL, cable, and cellular systems. From a cost and performance perspective, The Consultant recommends cellular communication where available, and DSL/cable as a second option. Monthly reoccurring fees for cellular will range between \$7.50 and \$25 depending on carrier. Leased line fees are typically \$42 plus mileage fees and DSL/cable will range from \$75 to \$99.

A replacement SCADA security appliance is recommended for the WWTP site. These devices create virtual private network (VPN) connections with each remote facility and are critical for overall cyber security of the SCADA network. The existing unit is obsolete, and further security/firmware updates are no longer available. The replacement unit proposed is a Fortinet FG60E that includes a unified threat management (UTM) firmware support and hardware replacement. The first three years of support is included in the price and the annual renewal is approximately \$500/yr thereafter. These types of devices should be replaced every five to seven years due to changes in technology. As the City moves towards more network connected RTUs, this unit will easily accommodate growth.

SCADA Server and workstation

The existing SCADA computer system consists of one graphic server machine, one process historian server, one client machine and numerous thin client computers connecting from within the WWTP and from the City's operation center. The Graphics Server provides data simultaneously to the client computers and thin client computers. The Process Historian stores historical data and provides interactive access to the graphic server for trend retrieval. The Graphics and Historian servers were supplied in 2016 and the Windows Servers use the Server 2012r2 operating system. The Graphical User Interface (GUI) SCADA software is Siemens WinCC version 7.3.10. After thirty months of reviewing operation, the Consultant recommends adding 16Gb of additional RAM to the SCADA host to improve reliability. The SCADA server provides a function called Remote Desktop Services and the multi-user environment appears to need this memory to reduce overheads.

Field Instruments

Each RTU is connected to field sensors that provide indication of the process conditions into the PLC system. Typical analog sensors used in the City's system include pressure, level, flow, temperature and analytical – each of which that provides a signal that is a percentage of the maximum allowed/measureable. Discrete signals are also measured including door ajar, smoke, flood, and other float type indications. These sensors exist in the City's system and most are nearing their anticipated life. The Consultant includes a data column in the pricing sheet for replacement of these older field instruments to provide a worse case replacement price, however the City may elect to stock a couple sensors of each type and replace as necessary.

Professionals Engineering Services for Installation by Contractor:

The work quoted includes Professional engineering services to provide the City with design documents for inclusion into the City's specifications for contractor bid package. Installation is not part of this scope of work.

Summary of sites that required contractor installation:

- Creosote Tank
- Taylor Well
- Erickson PRV
- Ferncliff PRV
- Lower Lovell Pump Station
- Island Terrace Pump Station
- Woodward Pump Station
- Ferry Terminal
- Klickitat Pump Station
- North Town Woods Pump Station
- Lynnwood Pump Station

The Consultant recommends that the contractor performs a site visit to each station prior to providing a bid. Below is a brief description of requirements by site.

CREOSOTE TANK SITE

Replace tone telemetry RTU with S&B model A-16I8Q4AI-TP7-I-1. New unit is Nema type 12 sized 24x20x10, slightly larger in size than existing unit. Price includes removal of existing and installation of new model, connection of existing and new sensors, full test and validating operation. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments include new submersible level transmitter and high water float, hatch limit switch and door entry switch.

TAYLOR WELL SITE

Replace tone telemetry RTU with S&B model B-16I8Q4AI-TP7-I-1. New unit is identical size to existing at 24x24x10 with Nema type 12 enclosure. Price includes removal of existing and installation of new model, connection of existing sensors, full test and validating operation. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments are existing and no new units are included in this scope.

EXISTING PRV SITES AT ERICKSON AND CHERRY {CHERRY PRV IS MOVED TO A FUTURE CIP PROJECT}

Replace tone telemetry RTU with S&B model A-16I8Q8AI-TP7-I-4. New unit is housed in a Nema type 4 sized 24x20x10 enclosure, slightly larger in size than existing unit. Price includes removal of existing and installation of new model, connection of existing sensors. In addition two pressure transmitters are included to monitor upstream and downstream pressure in the distribution zones. City forces shall provide pressure connections to each transmitter. Following installation the system will receive a full test. This is a monitor only option for the existing PRV station, with equipment located in the vault below grade. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments include two pressure transmitters, a high water float and hatch entry switch.

NEW PRV SITE AT FERNCLIFF AND GROW & WYATT {GROW & WYATT PRV IS MOVED TO A FUTURE CIP PROJECT}

New telemetry RTU with S&B model E-16I8Q8AI-TP7-I-4. New unit is housed in a Nema type 4 sized 60x24x18 enclosure free standing unit. Price includes installation of new model RTU, installation and connection of new sensors. City forces shall provide pressure connections to each transmitter. Following installation the system will receive a full test. This is a monitor only option for the existing PRV station, with equipment located in the vault below grade. Price is based on DSL service with VPN supplied in RTU for secure communication. City will order new DSL service, with assistance from S&B Inc. Field instruments include two pressure transmitters, a high water float and hatch entry switch.

SEWER SITES AT LOWER LOVELL, KLICKITAT, WOODWARD AND FERRY TERMINAL

Replace tone telemetry RTU at Lower Lovell, Klickitat, and Woodward with S&B model A-16I8Q8AI-TP7-I-4-ISR. New unit is Nema type 12 sized 24x20x10 with 10x10x8 adjunct enclosure for 157

intrinsically safe circuit terminations. The unit is larger in size than existing unit and will have the same space limitations as the City's site at Wing Point.

Replace tone telemetry RTU at Ferry Terminal with S&B model A-16I8Q8AI-TP7-I-4X-ISR. New unit is Nema type 4X (304 Stainless Steel) sized 24x20x10 with 10x10x8 adjunct enclosure for intrinsically safe circuit terminations. The unit is larger in size than existing unit, since the RTU is located on an equipment rack above grade, space limitations are minimized. Price includes removal of existing and installation of new model, review and correction of existing motor controller logic wiring, connection of existing and new sensors, full test and validating operation. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments include one submersible level transmitter and two floats.

OPTIONAL POWER MEASUREMENT (THIS WORK IS MOVED TO A FUTURE PROJECT)

The Consultant offers three methods of measuring pump power consumption at a lift station: using a smart overload, using a network connected soft-starter and using a station power meter. The first two methods are the best for determining pump operation and efficiency as the data is provided with detail on a motor by motor basis. The power meter provides an overall energy consumption and is useful for reconciling utility metering invoices. The power meter information can be used in conjunction with additional PLC logic to determine individual pump data, but is not as accurate since assumptions must be made regarding ancillary power consumption while the pump is running.

Power Measurement	Price	Pros	Cons
Smart Overload (3UF7)	\$ 4,000 for two pumps including installation and tax	The highest level of motor overload protection and energy data.	Installation time
Smart Soft-Starter	\$ 6,570 for two pumps. Price is dependent on motor size. Price shown for 42Amp load. (15hp @ 230V, 25hp @ 460V)	Less mechanical stress on pump, lower electrical inrush, overload protection and energy data.	Installation time and space requirements- units typically too deep for old motor control panels.
Power Meter	\$1,750 per station	For measuring overall station power, can be panel mounted to save space.	Determining component loads requires advanced programming.

With the very limited space available in the dry well, the Smart Overload and the Power Meter are the only feasible options. This option is presented in response to feedback from Operations in 2018 asking for power measurement to diagnose pumping problems. This option was considered in 2016 and not included due to price.

INTRINSICALLY SAFE RELAY ENCLOSURES WITH FLOAT BACKUP

North Town Woods and Lynnwood lift stations will receive upgrades to provide the float redundancy features used throughout the sewer system for additional spill protection. These include intrinsically safe relays logic and installation to retrofit the motor controls.

The following items are performed by an S&B Field Engineer. No contractor installation is required:

MASTER SYSTEM MODIFICATIONS FOR LEGACY SYSTEMS {WORK PERFORMED BY S&B FIELD ENGINEER}

The master system modifications for Sunday Cove, Sakai Village, Rockaway, North Town Woods, Lynwood and Vineyard allow for the TI545 (operating since 1994) to be retired. This work includes leased line communication coprocessors, cabling, and software work to facilitate the transfer.

SCADA SYSTEM UPGRADES {WORK PERFORMED BY S&B FIELD ENGINEER}

The existing firewall is replaced with a current model designed for operational technology environments, including the latest analysis to reduce the exposure of the SCADA system to cyber threats and to expand the maximum number of connected remote stations. This unit includes a three year threat management software subscription and hardware replacement warranty. The SCADA computer will receive 16Gb of additional RAM to improve performance. This work is performed by the Consultant's field engineer.

Startup and Commissioning:

The SCADA system requires testing with each item listed below following installation. This scope of services includes startup and commissioning for each RTU.

Training:

Training is provided concurrent with each station upgrade. The Consultant's field engineer will instruct the assigned operator(s) with the use of the new touch screen devices with specific focus on control features as part of the station commissioning. This provides the City with hands on training and self-sufficiency in maintaining the SCADA system. Equipment and software planned for these upgrades are consistent with the newer pump stations purchased by the City and Consultant does not anticipate operators having difficulty understanding the technology applied at each pump station.

O&M Manual:

S&B will provide a conformed O&M for the City for the SCADA Master System. Two copies will be provided to the City. The Binders include schematic drawings on 11x17 and a DVD with hardware manuals and operation description.

Warranty Support:

The system integration and software development required for this project is included with full support for a time period not less than one (1) year. During this time period, the Consultant will receive requests for assistance and respond using a high speed network connection to the control system via VPN within one 159

business day. The initial response will identify problem areas, determining if the system requires software modifications, hardware replacement or both in order to maintain automatic operation of the system. The technologies available to us for troubleshooting the new system allow the Consultant's engineers to remotely access the MTU system, assess current and historical conditions, and make assessments quickly.

The Consultant will support the City in the diagnosis and resolution of hardware failures to equipment provided under this scope of work during the warranty period without additional fees.

Scope of Work Estimates:

The Consultant's work summary is provided on the attached table and is broken into several columns to reflect selected options and anticipated services:

1. Professional Services / Application Software / Design
2. System integration / hardware / packaged software
3. Field Instruments and Sensors
4. Electrical Installation estimates provided with I&C and Electrical Design documents

Professional Services includes application specific software engineering, electrical and I&C design, CAE generated drawings application specific, application development for the Siemens S7 PLC, WinCC graphic computer software environments, and factory testing of RTU with software, startup, commissioning and training. System integration includes materials, panel integration, use SBI packaged software Library, Standard Product CAE drawings, and field devices. System integration work is performed at the Consultant's facility in Bellevue, tested, and then shipped to location for installation. The assembly of custom RTUs was determined by Washington State L&I in 2017 to require inside electrician prevailing wage rates; this scope of work provides all standard products with RTU model numbers. Please see the attached "Scope of Work Pricing and Details" section for a more detail breakout of Professional Services and System Integration.

Professional Engineering Services for design is provided by S&B, to provide the City with electrical and I&C specifications to include in the contractor installation bid documents. Professional Engineering Services deliverable may include but not limited to; electrical site plan, station One-Lines, conduit schedule, equipment and field device placement, block diagrams, network diagram, I&C and Electrical Specifications for inclusion into the City's Small works Roster bid document.

City to provide S&B civil site plan in AUTOCAD, transmitted electronically for the stations requiring installation by contractor.

Scheduling:

The Consultant's typical project cycle is 8 to 10 weeks for delivery. Scheduling will accommodate City needs. The Consultant's field work will impact operations for coordination with confined space entries. The Consultant will plan ahead, coordinate work and minimize disruption to the operation of your systems. In spite of this Consultant anticipates portions of the control system operation will require manual operation by the City for up to eight-hour durations while critical control changes are implemented.

Service Life:

For your lifecycle planning, it is important to consider equipment service life. During this time period the device should be repairable or replaceable with like kind. The SCADA system is composed of parts that are on the leading edge of technology and more susceptible to obsolescence than other equipment in the city's water and sewer systems such as pumps and valves. The Consultant recommends that their customers consider the following lifecycle estimates in the budget cycle for the purposes of budget planning.

<i>DESCRIPTION</i>	<i>SUPPORT LIFE</i>	<i>REPAIR FREQUENCY</i>
PLC central processing unit (RTU, MTU)	20 years	rare – never
PLC I/O modules	20 years	15 year
Communication (modems of all types)	7 years	5 year
Touch Screens for PLC	8 years	8 year
Power Supplies	20 years	7 year
Computer Systems	8 years	4 year
Pressure Transmitters	20 years	15 year
Submersible Level Transmitter	15 years	10 year
Network Connected motor controllers	20 years	20 years

Standard Inclusions:

- Control system design and software based on S&B standards.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation available at 4 weeks after receipt of order
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.

Standard Exclusions:

Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:

- L&I filing fees, prevailing wage compliance.
- Electrical installation.
- Stamped seismic calculations for Seismic Zone compliance.
- Conduit, wire or cable external to the control system panels listed in this scope
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.
- Liquidated damages (available upon request and definition of scope)
- Credit Card payment (service available for additional fee)

- Cost of Utility service (cost provided by City of Bainbridge Island)

Breakout Summary

Professional Engineering & Software Dev	\$161,086.00
System Integration	\$125,010.00
WSST on System Integration	\$11,250.90
<hr/>	
2019 Upgrade Total	\$297,346.90

Description	RTU Standard Part Number	RTU & MTU (Application Software)	Design (I&C and Electrical)	RTU & MTU (System Integration)	Field Instruments	ISR Enclosure / Float Backup system. UL listed for Class 1, Div 1	WSST (Excludes Application Software and Design)	Price
<u>Upgrades for Water 2019</u>								
Creosote Road Tank	S&B Model A-1618Q4AI-TP7-I-1	\$7,300.00	\$7,252.00	\$10,600.00	\$1,358.00	included	\$1,076.22	\$27,586.22
Erickson PRV	S&B Model A-1618Q8AI-TP7-I-4	\$8,390.00	\$7,252.00	\$9,900.00	\$2,670.00	included	\$1,131.30	\$29,343.30
Cherry PRV	S&B Model A-1618Q8AI-TP7-I-4	Complete in Future CIP						
Ferncliff	S&B Model E-1618Q8AI-TP7-I-4	\$8,820.00	\$9,276.00	\$13,030.00	\$2,670.00	included	\$1,413.00	\$35,209.00
Grow and Wyatt	S&B Model E-1618Q8AI-TP7-I-4	Complete in Future CIP						
Taylor Ave Well	S&B Model B-1618Q4AI-TP7-I-1	\$9,040.00	\$7,252.00	\$11,230.00		included	\$1,010.70	\$28,532.70
<u>Upgrades for Sewer 2019</u>								
Lower Lowell Pump Station	S&B Model A-1618Q8AI-TP7-I-1-ISR	\$7,110.00	\$7,252.00	\$10,890.00	\$1,336.00	included	\$1,100.34	\$27,688.34
Island Terrace Pump Station	use RTU from old Village LS	\$-	\$7,252.00	\$1,500.00	\$1,336.00	included	\$255.24	\$10,343.24
Woodward Pump Station	S&B Model A-1618Q8AI-TP7-I-1-ISR	\$7,110.00	\$7,252.00	\$10,890.00	\$1,336.00	included	\$1,100.34	\$27,688.34
Ferry Terminal Pump Station	S&B Model A-1618Q8AI-TP7-I-4X-ISR	\$7,110.00	\$7,252.00	\$11,520.00	\$1,336.00	included	\$1,157.04	\$28,375.04
Klickitat Pump Station	S&B Model A-1618Q8AI-TP7-I-1-ISR	\$7,110.00	\$7,252.00	\$10,890.00		included	\$980.10	\$26,232.10
<u>Move existing PLC RTUs from obsolete TI545PLC to S7PLC</u>								
Sunday Cove	S&B Model 6000-C7	\$3,460.00	\$-	\$1,950.00		existing	\$175.50	\$5,585.50
Vineyard	S&B Model 6000-C7	\$-	\$-	\$2,300.00		existing	\$207.00	\$2,507.00
Sakai Village	S&B Model 6000-P4	\$3,460.00	\$-	\$1,950.00		existing	\$175.50	\$5,585.50
Rockaway	S&B Model 6000-C7	\$3,460.00	\$-	\$1,950.00		existing	\$175.50	\$5,585.50
North Town Woods	S&B Model 6000-P4	\$3,460.00	\$7,252.00	\$1,950.00		\$2,800.00	\$427.50	\$15,889.50
Lynnwood	S&B Model 6000-P4	\$3,460.00	\$7,252.00	\$1,950.00		\$4,600.00	\$589.50	\$17,851.50
<u>SCADA systems</u>								
Fortigate FG60E VPN/firewall				\$2,570.00			\$231.30	\$2,801.30
Dell 16Gb ECC server memory expansion				\$498.00			\$44.82	\$542.82
2019 Upgrade Total:		\$79,290.00	\$81,796.00	\$105,568.00	\$12,042.00	\$7,400.00	\$11,250.90	\$297,346.90

**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: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:20 PM) Public Works 2020 Fleet Purchases - Public Works,

SUMMARY: Public Works is requesting to purchase vehicles approved in the CIP Equipment portion of the 2020 Public Works budget.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to approve the purchase of two Utility Vans from Colombia Ford in the amount of \$100,623.38 and one Bucket Truck from Altec Industries, Inc in the amount of \$239,991.10, for a combined total amount of \$340,614.48.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$340,614.48
Ongoing Cost:	
One-Time Cost:	\$340,614.48
Included in Current Budget?	Yes

BACKGROUND: At the March 24, 2020 City Council meeting, Public Works requested approval for the purchase of two utility vans and one bucket truck. The City Council approved the Utility Trucks and forwarded the Bucket Truck for approval at a future business meeting consent item. Shortly thereafter, the vehicle purchases were put on-hold due to the Governors Stay Home, Stay Healthy COVID 19 Order. The staff are re-confirming these purchases in conjunction with the spending plan outlined by the City Manager in presentations to Council on May 12 and May 19, which identified these vehicle purchases as moving forward.

For the Utility Vans, Public Works staff worked with Colombia Ford using the Washington State Department of Enterprise Services for the purchase of two 2020 Ford vans in the combined amount of \$100,623.38. The Capital Improvement Program Equipment budget for the two vans is \$131,000.00. The remaining budget will be used to upfit the utility vans. RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel and this purchase meets that requirement due to the 2.0 liter I-4 diesel engine which accepts biodiesel.

For the Bucket Truck, Public Works staff worked with Altec Industries, Inc. using the Sourcewell Cooperative Agreement in the amount of \$239,991.10. The Capital Improvement Program Equipment budget for the Bucket Truck is \$325,000.00. RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel and this purchase meets that requirement due to a Cummins L9 diesel engine which can accept biodiesel.

ATTACHMENTS:

[Utility Van & Bucket Truck Quotes.pdf](#)

FISCAL DETAILS: Utility Van Budget CIP Equipment @ \$131,000.00 ½ Water & ½ Sewer

Bucket Truck Budget: CIP Equipment @ \$325,000.00 – Street Fund

Fund Name(s): Streets Fund

Coding:

Joel Goodwin

From: NOREPLY@des.wa.gov
Sent: Friday, February 21, 2020 6:56 AM
To: orders@colford.com
Cc: Joel Goodwin
Subject: Vehicle Purchase Request - 2020-2-260 - BAINBRIDGE ISLAND, CITY OF - 21804

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles

Dealer: Columbia Ford
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BAINBRIDGE ISLAND, CITY OF - 21804

Order Contact: Joel Goodwin

Contact Email: jgoodwin@bainbridgewa.gov

Contact Phone: 206.780.3583

Organization Reference #: 21804

Vehicle Location: BAINBRIDGE ISLAND

Quote #: 2020-2-260

Comments: Please substitute item number 2020-0418-114 with 2020-0418-115 because I have selected the diesel motor upgrade.

Color Options

Oxford White (YZ) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0418-001	2020 Ford Transit Full-Size Cargo Van	2	\$24,695.00	\$49,390.00
2020-0418-023	BLOCK B: MEDIUM ROOF (Select B1, B2 or B3)	2	\$0.00	\$0.00
2020-0418-028	B2: MEDIUM ROOF T25, 9070# GVWR, Regular Length, 130in WB, 220in OL, 100.8in OH (R1C/101A/130WB)	2	\$4,325.00	\$8,650.00
2020-0418-076	Alternative Engine, 2.0L I-4 Diesel (Includes Auto Start-Stop Technology, 10-Speed Automatic Overdrive Transmission w/ SelectShift and Auxiliary Transmission Oil Cooler, PTC Heater, Dual AGM Batteries #63E, Engine Hour Meter, SEIC capability and Engine Block Heater #41H) (Not available w/ All-Wheel Drive models) (Not available w/ T15 models, any roof height) (Not available w/ T35 models w/ Medium or High Roof height) (Only available w/ model codes: R1Y, R1Z, R1C, R1D, R1X, R1V, R3X, W3X, F4X, S4X) (99A/44U)	2	\$3,818.00	\$7,636.00
2020-0418-077	NEW: Biodiesel Engine Prep Package (Must also order 2.0L EcoBlue Bi-Turbo I4 Diesel Engine #99A) (98B)	2	\$300.00	\$600.00
2020-0418-079	Manual Regen Initiation with Active Regen Inhibitor (Only available w/ diesel) (98E)	2	\$358.00	\$716.00

2020-0418-082	NEW: Vehicle Maintenance Monitor (Includes Engine Hour Meter) (depending on engine, will display engine hour meter, oil life, oil level, tire pressure, water in fuel, DEF information and exhaust filter status) (61C)	2	\$43.00	\$86.00
2020-0418-086	Daytime Running Lights (942)	2	\$43.00	\$86.00
2020-0418-093	Cruise Control (Includes Adjustable Speed Limiting Device - ASLD) (60C)	2	\$311.00	\$622.00
2020-0418-106	Trailer Tow Package (Includes Tow/Haul Mode w/ Trailer Wiring Provisions #53D, 4/7-pin connector assembly, relay system for back-up/B+/running lights, frame-mounted hitch receiver) (deletes Rear Recovery Hook) (Does not include Trailer Brake Controller, must be ordered separately if desired) (53B)	2	\$465.00	\$930.00
2020-0418-107	Trailer Brake Controller (Must also order Trailer Tow Package #53B or Tow/Haul Mode #53D) (Must also order Cruise Control #60C or Adaptive Cruise Control #60D)(67D)	2	\$387.00	\$774.00
2020-0418-112	12V Powerpoint (located in rear cargo area) (87A)	2	\$14.00	\$28.00
2020-0418-114	NEW: Power Outlet - 110V/400W (High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site) (Includes Dual AGM Batteries #63E) (Not compatible with Push Down Manual Parking Brake #90G, Programmable Battery Guard/Enhanced Cut-off Relay #59C or Front/Rear Aux A/C and Heater #57G) (90D)	2	\$454.00	\$908.00
2020-0418-116	High-Capacity Upfitter Switches (Includes Large Center Console w/ integrated Shifter #67E and Auxiliary Fuse Panel w/ High Spec interface Connector #87E) (Not available w/ Dual Passenger Seat options #212, 213, 216 or 217) (67C)	2	\$583.00	\$1,166.00
2020-0418-123	Limited Slip Rear Axle (call dealer for availability)(XXL)	2	\$311.00	\$622.00
2020-0418-124	NEW - HD Front Axle (41E)	2	\$300.00	\$600.00
2020-0418-125	Exterior Upgrade Package (for SRW only) (Includes chrome headlamp trim and three-bar grille w/ chrome surround) (16in Steel Wheel w/ Full Silver Wheel Covers for standard front axle configurations, or 16in Silver Steel Wheels w/ Exposed Lug Nuts for HD Front Axle configurations) (18D)	2	\$345.00	\$690.00
2020-0418-142	Seats: Vinyl (Dark Palazzo Grey), 2-way manual (fore/aft/recline) driver and passenger with inboard armrests (includes driver/passenger front and thorax airbags, plus front curtain airbags) -- this option adds front passenger inboard armrest (base vehicle includes driver side armrest only) (21P)	2	\$43.00	\$86.00
2020-0418-160	HD Cargo Flooring (130WB, Regular Length) (also includes HD Rear Scuff Plate Kit #85B to be installed by dealer/upfitter) (Not available with Dual Sliding Side Cargo Doors #59B or Crew Van Seating options) (60B)	2	\$712.00	\$1,424.00
2020-0418-205	Service Manual, CD (DLR)	2	\$221.00	\$442.00
2020-0418-206	Service Manual, Wiring Diagram, Paper (DLR)	2	\$87.00	\$174.00
2020-0418-207	Undercoating (Wheel Wells)(DLR)	2	\$135.00	\$270.00
2020-0418-210	Mud flaps, front and rear (DLR)	2	\$144.00	\$288.00
2020-0418-211	Floor mats, HD rubber molded, Front (WeatherTech) (DLR)	2	\$155.00	\$310.00
2020-0418-340	Adrian Steel Locksmith Package (Fits Medium Roof Van Only) (ADR 5274TM) (ABW340)	2	\$6,281.00	\$12,562.00
2020-0418-451	Lighting - Federal Signal surface mounted Micropulse Ultra amber warning lights installed 2 in the front and two in the rear (total of 4) wired to one lighted switch on the dash (ALL FED MPS1200U) (ABW451)	2	\$1,194.00	\$2,388.00
2020-0418-455	Lighting - Two (2) High (1500) Lumen LED Cargo Lights installed on ceiling wired to toggle switch installed on partition (must be ordered with partition) (ALL FDT-LEDCLPKG) (ABW455)	2	\$689.00	\$1,378.00

Request Totals

	Total Vehicles:	2
	Sub Total:	\$92,826.00
	8.400 % Sales Tax:	\$7,797.38
	Request Total:	\$100,623.38

Quoted for: City of Brainbridge
Customer Contact:
Phone: / Email:

Quoted by: Elizabeth Martin
Phone: / Email: 425-308-3513
Altec Account Manager: Nick Zevenbergen

REFERENCE ALTEC MODEL

TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$181,795
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(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	TA60-US55	Articulating Telescopic Aerial Device with Material Handling (Insulated) - 55'	-\$2,750
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CG	Cab Guard	\$2,858
2	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	\$148
3	CHOCKS	Rubber Wheel chocks and holders (Qty. two)	\$51
4	CHOCKS	Rubber Wheel chocks and holders (Qty. two)	\$51
5	CH	Cone Holder, Fold Over Post Style	\$277
6	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$561
7	ICD	CD PLAYER, CRUISE CONTROL & TILT STEERING	\$640
8	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$709
9	SPOT5	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	\$410
SOURCEWELL OPTIONS TOTAL:			\$184,750

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Custom Tool Circuit on platform	\$31,221	
3	BODY	Altec Custom T-24 T-Box		
4	BODY & CHASSIS ACC	Platform Access Ladder from flatbed with grab handle, Ring Style cone holder ILO Fold over style		
5	ELECTRICAL	Go-light Brush Guard, Work Light, Grounding System		
7	CHASSIS	Altec Supplied Chassis - International HV607 4X2		
OPEN MARKET OPTIONS TOTAL:				\$31,221

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$215,971
Delivery to Customer: \$3,600
TOTAL FOR UNIT/BODY/CHASSIS: \$219,571

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		+ WA state sales tax @ 9.7%	19,761.39
2		+ Motor Vehicle sales tax @ 2.9%	658.71
3			
4			

Pricing valid for 45 days Grand total \$239,991.10

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than 390 days ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
BUILD LOCATION: St. Jo



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:30 PM) City Hall Repairs Project Contract Award - Public Works,

SUMMARY:

The City Hall Repairs project includes replacement of panel board, batten, and windows near the Madison Avenue entrance, Council Chambers windows, and general gutter repairs.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward consideration of the City Hall Repairs Project contract award to the June 23, 2020 Unfinished Business Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: The City Hall Repairs project includes replacement of panel board, batten and windows near the Madison Avenue entrance, Council Chambers windows, and general gutter repairs.

Repairs are needed as the existing siding and wood windows have deteriorated, and in some areas, show signs of rot and water damage. The South interior roof gutter and down spots will be retrofitted to prevent future water damage and the damaged wood decking will be replaced.

The new panel board and batten system will be installed with a rain screen method that will match the work that was completed in 2018 on the Council Chambers exterior. Six fiberglass type windows will be replaced near the Madison Avenue entrance and ten windows in the Council Chambers will be replaced with vertical grain fir interior/aluminum exterior to prevent future water damage.

Following the June 4, 2020 bid opening, results will be forwarded to the June 23, 2020 unfinished business agenda.

ATTACHMENTS:

[City Hall Repairs Contract.docx](#)

FISCAL DETAILS: The Budget for this project is \$279,232 with \$20,730 spent leaving a balance of \$258,502.

Fund Name(s): General Fund

Coding:

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the __, day of _____, 2020, by and between the City of Bainbridge Island (“City” and/or “CONTRACTING AGENCY”) and _____ (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the CITY HALL REPAIR PROJECT, and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of _____ (\$_____.00) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

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

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

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR’s Initials: _____

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR:

By: _____

Its: _____

Date: _____

CITY OF BAINBRIDGE ISLAND:

By: _____

Morgan Smith, City Manager

Date: _____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:35 PM) 2020 Asphalt Repair Project - Public Works,

SUMMARY: The 2020 Road Preservation project consists of asphalt surfacing repairs to streets island-wide. See attached location map.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward, for approval with the June 23, 2020 Consent Agenda, the award to the Granite Construction Company of the contract for the 2020 Asphalt Repair Project in the amount of \$444,305.00.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$444,305.00
Ongoing Cost:	
One-Time Cost:	\$444,305.00
Included in Current Budget?	Yes

BACKGROUND: The 2020 Asphalt Repair Project consists of Island-wide road repairs. See attached location map. The repair locations were prioritized using a pavement preservation analysis, as well as visual field inspections, to ensure a positive cost-benefit ratio as well as maintenance of the overall Island's pavement preservation score.

Bids were solicited through the area newspapers, Daily Journal of Commerce, City's bids & awards webpage and listserv. The bid opening was held on May 26, 2020 and three bids were received. See attached bid form.

Staff has reviewed the bid documentation and contractor's qualifications and recommends that the City Council award this contract to the apparent low bidder, Granite Construction Company, in the base bid amount of \$403,155.00 plus Alternative #1 of \$41,150.00 for a combined total of \$444,305.00. Alternate #1 is for repairs to Phelps Road. The engineers estimate is \$400,000 to \$450,000.

ATTACHMENTS:

[2020 Asphalt Repair Project Bid Form](#)

[2020 Asphalt Repair Project Contract](#)

[2020 Asphalt Repair Map \(1\).pdf](#)

FISCAL DETAILS: There is \$500,000 in Budget in the streets fund for this project leaving a balance of \$55,695.

Fund Name(s): Streets Fund

Coding:



**City of Bainbridge Island
Public Works Department - Engineering**

Project: 2020 – Asphalt Repair Project
Bid Opening Date: Monday, May 26, 2020
Bids Due 9:30 am, Open Bids @ 10:00 am

Note: Bids Are Opened in Order Received. Bids Solicited by: <input checked="" type="checkbox"/> Advertisement <input type="checkbox"/> Small Works Roster The Engineers Estimate is: \$400,000 - \$450,000	Lakeside Industries	Central Paving	Granite Construction Company	
Proposal – <i>Items of Work & Materials, Estimated Quantities, Units of Measurement.</i>	✓	✓	✓	
Signature Page	✓	✓	✓	
Non-Collusion Declaration	✓	✓	✓	
Proposal Bond (5%)	✓	✓	✓	
Addenda Acknowledged (1)	✓	✓	✓	
Statement of Bidders Qualifications	✓	✓	✓	
Statement of Proposed Subcontractors	✓	✓	✓	
TOTAL BASE BID AMOUNT	510,387.14	412,996.00	403,155.00	
ALT 1	558,240.14	458,731.00	444,305.00	
ALT 2	588,777.14	482,823.50	461,805.00	
ALT 3	642,497.14	548,261.00	515,855.00	
ALT 4	664,339.14	568,526.00	530,445.00	

A total of 3 bids were received for the 2020 Asphalt Repair Project. Project Manager, Emily Cady, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Granite Construction Company, for the base bid plus ALT 1 amount of \$444,305.00.

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the __, day of _____, 2020, by and between the City of Bainbridge Island (“City” and/or “CONTRACTING AGENCY”) and GRANITE CONSTRUCTION COMPANY (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the 2020 ASPHALT REPAIR PROJECT, and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Four Hundred Forty-Four Thousand, Three Hundred Five Dollars and no cents. (\$444,305.00) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

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

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

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: _____

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

GRANITE CONSTRUCTION COMPANY:

By: _____

Its: _____

Date: _____

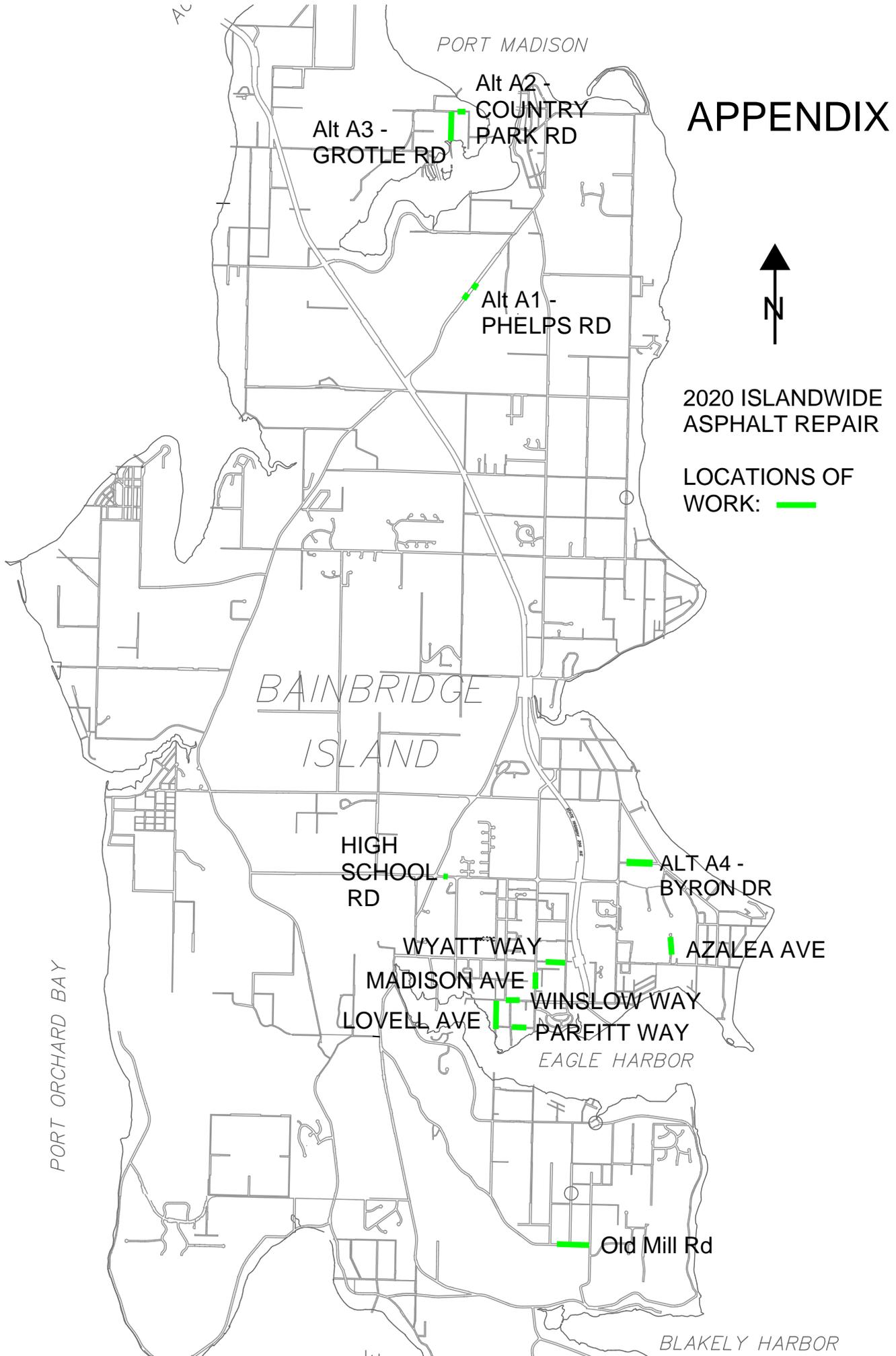
CITY OF BAINBRIDGE ISLAND:

By: _____

Morgan Smith, City Manager

Date: _____

APPENDIX A





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:45 PM) 2020 Kitsap Regional Coordinating Council (KRCC) ILA Amendment - Executive,

SUMMARY:

On February 4, the KRCC Board approved updates to the KRCC ILA, which requires ratification by the City Council as well as by the governing bodies of the other members to the ILA.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward the 2020 KRCC ILA Amendment for approval with the June 23, 2020 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: KRCC facilitates dialogue among its member agencies in the areas of land use and growth planning, and transportation. KRCC's main responsibilities include:

- >Developing the Kitsap Countywide Planning Policies required by the Washington State Growth Management Act;
- >Allocating federal funding for transportation; and,
- >Sharing information and collaborating on a wide range of regional issues.

The 2020 ILA Amendment proposes to add one representative of the Port of Kingston to the KRCC Executive Board. No other changes are proposed to the ILA.

ATTACHMENTS:

[KRCC ILA - 2020 Proposed Amendment - Clean](#)

[KRCC ILA 2020 Amendment - Redline](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- E. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.
- F. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).
- G. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.
- H. “*Associate Member*” means a non-voting, dues paying member of the Council that is not a party to this Agreement.

IV. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.
- B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:
 - 1. County Government: three (3) members of the Kitsap County Board of Commissioners;
 - 2. City Governments:

- a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
- 3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
 - 4. Port of Kingston: one (1) representative consisting of a Port Commissioner.
 - 5. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
 - 6. City Council, Kitsap Transit, and Port representatives may be selected by whatever means established by each specific member agency.

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member must obtain permission to do so by the Executive Board. Associate Members must also present a draft agreement for the Executive Board’s consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region’s elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

- B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.
- C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;
- D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.
- E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.
- F. Coordinate actions to provide for a sustainable economy and environment for the region.
- G. Carry out such other planning and coordinating activities authorized by the Council including participation in other forums and organizations.
- H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.
- I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.
- J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.
- K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.
- L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.
- M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.
- N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.
- O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at

levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 2020.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

Kol Medina, Councilmember

Executed this ___ day of _____, 2002.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 2020.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 2020.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2020.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Cary Bozeman, President

Executed this ___ day of _____, 2020.

PORT OF KINGSTON

Approved as to form

Port of Kingston Attorney

XXXX, President

Executed this ___ day of _____, 2020.

KITSAP TRANSIT

Approved as to form

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this _____ day of _____, 2020.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EDWARD E. WOLFE, Commissioner

Deputy Prosecuting Attorney



Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- E. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.
- F. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).
- G. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.
- H. “*Associate Member*” means a non-voting, dues paying member of the Council that is not a party to this Agreement.

IV. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.
- B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:
 - 1. County Government: three (3) members of the Kitsap County Board of Commissioners;
 - 2. City Governments:

- a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
- 3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
 - 4. Port of Kingston: one (1) representative consisting of a Port Commissioner.
 - 5. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
 - 65. City Council, Kitsap Transit, and Port ~~of Bremerton~~ representatives may be selected by whatever means established by each specific member agency.

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member must obtain permission to do so by the Executive Board. Associate Members must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

- B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.
- C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;
- D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.
- E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.
- F. Coordinate actions to provide for a sustainable economy and environment for the region.
- G. Carry out such other planning and coordinating activities authorized by the Council including participation in other forums and organizations.
- H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.
- I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.
- J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.
- K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.
- L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.
- M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.
- N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall

provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

201

Executed this ___ day of _____, 202019.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

Kol Medina, ~~Councilmember~~ Mayor

Executed this ___ day of _____, 200219.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 202019.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 202019.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 202019.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

~~Larry Stokes~~ Cary Bozeman, President

Executed this ____ day of _____, 2020.

PORT OF KINGSTON

Approved as to form

Port of Kingston Attorney

XXXX, President

Executed this ____ day of _____, 202019.

KITSAP TRANSIT

Approved as to form

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ____ day of _____, 202019.

KITSAP COUNTY BOARD OF COMMISSIONERS

~~CHARLOTTE GARRIDO~~~~EDWARD E. WOLFE~~, Chair

ATTEST:

~~ROBERT GELDER~~ ~~CHARLOTTE GARRIDO~~,
Commissioner

Dana Daniels, Clerk of the Board

~~EDWARD E. WOLFE~~ ~~ROBERT GELDER~~,
Commissioner

Deputy Prosecuting Attorney



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Creation of Council Ad Hoc Committee to Develop a COVID-19 Economic Recovery Plan and Initial Discussion of Plan,

SUMMARY: At the May 26, 2020 Council meeting, the Council discussed the creation of an ad hoc committee comprised of Councilmembers Deets and Medina and Mayor Schneider to develop a COVID-19 recovery plan. Attached is the ad hoc committee creation form for the ad hoc committee. The committee also plans to present initial ideas for discussion.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: I move to approve the creation of a Council ad hoc committee to develop a COVID-19 economic recovery plan.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Economic Recovery Plan Ad Hoc Committee.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

AdHoc Committee Formation Request

Request date: 5/28/20

Requested by: Councilmember Deets

Procedural Authority/Governance Manual Reference(s): Section 3.13 of the Governance Manual

Name of Committee Proposed: Economic Recovery Ad Hoc Council Committee

Purpose/ Scope of Work: Develop an economic recovery plan to assist local businesses to recover from the impacts of the COVID-19 pandemic.

Specific task deliverable(s) (recommendation, report, etc.):

Link to Council/Dept work plan:

Reports to: City Council City Manager Public participation/education required? Yes No

Staff support required? Yes No

Sunset date:

If Yes, in what form (notes, technical, etc.)?

City Manager's comments:

Members:

Mayor Schneider and Councilmembers Deets and Medina.

Proposed Motion:

I move to approve the creation of a Council ad hoc committee to develop an economic recovery plan.

Date action taken:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (9:00 PM) Next Steps Regarding the City's Code of Conduct and Ethics Program,

SUMMARY:

During the May 19, 2020 Council Meeting, the City Council indicated a desire to have a short discussion during the May 26, 2020 Council Meeting to determine how best to proceed with respect to the City's Code of Conduct and Ethics Program. Unless extended or modified, the City's Code of Conduct and Ethics Program is set to expire on February 1, 2021.

Attached for Council discussion are Councilmember Hytopoulos's suggestions on revisions to the program.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[KH Proposed Revisions to Resolution No. 2019-26 Updating the City's Ethics Program Approved 112619.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2019-26

Commented [KH1]: We'll need a new resolution, of course. I am not attempting to revise the original resolution at this time, just the document governing the program.

A RESOLUTION of the City Council of Bainbridge Island, Washington, amending the ethics program for the City of Bainbridge Island in accordance with Chapter 2.07 BIMC.

WHEREAS, Chapter 2.07 BIMC provides that the City Council shall establish, by resolution or ordinance, an ethics program for the City of Bainbridge Island; and

WHEREAS, on May 10, 2006, the City Council passed Resolution No. 2006-25, adopting an ethics program for the City of Bainbridge Island; and

WHEREAS, the City Council has previously amended the ethics program through the passage of Resolution Nos. 2011-07, 2011-13, 2012-11, and 2018-10; and

WHEREAS, in 2019, the City Council thoroughly considered the City's ethics program, including discussions held during the May 28, July 2, July 23, August 6, August 20, September 17, October 22, and November 26, 2019 Council meetings; and

WHEREAS, the Ethics Board has reviewed and provided input to the City Council on proposed changes to the City's ethics program; and

WHEREAS, the City Council desires to update the City's ethics program and to provide a delayed effective date for the revised ethics program to give City staff and the Ethics Board time to update operating rules, forms, and training materials, as needed, to conform with and implement the revised ethics program.

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

Section 1. Repeal and Replacement of Ethics Program. The ethics program adopted by Resolution No. 2018-10 is hereby repealed in its entirety and replaced as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Direction to Ethics Board. The Ethics Board shall not, without Council approval, consider any complaint, request for advisory opinion, or request for waiver until Section 1 of this resolution takes effect. The Ethics Board is directed to revise its operating rules, forms, and training materials, as needed, to conform with the Code of Conduct and Ethics Program included as **Exhibit A** to this resolution.

Section 3. Effective Date. Section 1 of this resolution shall take effect and be in force on February 1, 2020. Section 2 of this resolution shall take effect and be in force immediately upon passage.

PASSED by the City Council this 26th day of November, 2019.

APPROVED by the Mayor this 26th day of November, 2019.

/s/
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

/s/
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: November 22, 2019
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-26

Exhibit A: Code of Conduct and Ethics Program

Exhibit A
Code of Conduct and Ethics Program

**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

Resolution No. 2019-26

Effective Date: February 1, 2020

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Commented [KH2]: Parts of the Table of Contents will need to be revise. I have not done that at this time, pending Council’s decisions regarding the proposed changes.

**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

All those associated with City government, including Councilmembers and members of City Committees and Commissions, seek to earn and maintain the public’s confidence in the City’s services and the public’s trust in its government. To this end, the decisions and work of those associated with City government must meet the highest ethical standards. It is therefore the purpose of this program to:

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;
2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;
3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;
4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;
5. Provide **processes** to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and
6. Maintain an Ethics Board to assist with the administration of the program.

This Code of Conduct and Ethics Program is intended to supplement state and federal law. As such, Councilmembers and members of City Committees and Commissions shall comply with all state and federal laws in the performance of their public duties. These laws include, but are not limited to, the following: the United States and Washington Constitutions; Chapter 42.23 RCW; and Chapter 42.17A RCW.

Commented [KH3]: I am proposing that we fully separate the two different processes – for conduct and ethics – in this document.

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**ARTICLE I -
CODE OF CONDUCT**

A. Preamble

The City of Bainbridge Island has adopted this Code of Conduct, which consists of the Core Values and Ethical Principles detailed below, to promote and maintain the highest standards of personal and professional conduct among City Councilmembers and members of City Committees and Commissions. The optimal operation of democratic government requires that the City's government be fair and accountable to the people it serves. This Code of Conduct articulated in Article I applies to Councilmembers and members of City Committees and Commissions.

Commented [KH4]: Not only do I believe that "ethical principles" is grammatically better, I think it is more accurate here than "ethics" principles and more clearly distinguishes the code of conduct from the code of ethics.

Deleted: s

B. Core Values

1. Service, Helpfulness, Innovation

We are committed to providing service to the people of Bainbridge Island and to each other that is courteous, cost effective, and continuously improving.

2. Integrity

We treat one another with honesty and integrity, recognizing that trust is hard won and easily lost. We pledge to promote balanced, consistent, and lawful policies and directives, in keeping with that integrity and the highest standards of this community.

3. Equality, Fairness, Mutual Respect

We pledge to act with the standard of fairness and impartiality in the application of policies and directives and that of equality and mutual respect with regard to interpersonal conduct.

4. Responsibility, Stewardship, Recognition

We accept our responsibility for the stewardship of public resources, and our accountability for the results of our efforts, and we pledge to give recognition for exemplary work.

C. Ethical Principles

Commented [KH5]: See comment above

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1. Obligations to the Public

Following the highest standards of public service, Councilmembers and members of City Committees and Commissions act to promote the public good and preserve the public's trust. In practice, this principle looks like transparency and honesty in all public statements and written communications.

2. Obligations to Others

In order to sustain a culture of ethical integrity, Councilmembers and members of City Committees and Commissions treat each other and the public with respect and are guided by applicable codes of ethics. In practice, this principle looks like:

- a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.
- b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

In recognition of the importance of stewardship, Councilmembers and members of City Committees and Commissions use and allocate public monies, property, and other resources in a responsible manner that takes into consideration both present and future needs of the community. In practice, this principle looks like:

- a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.
- b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

**ARTICLE II -
CODE OF ETHICS**

Except where specifically stated, the rules articulated in Article II apply to Councilmembers and individuals serving on City Committees and Commissions.

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

Except as permitted under Subsections (2) and (3) below, no Councilmember or member of a City Committee or Commission, or any member of their immediate families, shall, directly or indirectly, accept any gift (as defined below) for a matter connected with or related to their services or duties with the City of Bainbridge Island or accept any non-City compensation for the performance or non-performance of those services or duties.

2. Exceptions to Gift Limitations

The following are exceptions to the limitation on gifts and may be accepted by those subject to Subsection (1) above:

- a. Unsolicited items of trivial value. "Items of trivial value" means items or services with a value of fifty dollars (\$50.00) or less, such as promotional t-shirts, pens, calendars, books, or other similar items.
- b. Gifts from other City officers, officials, or employees, or their family members on appropriate occasions.
- c. Gifts appropriate to the occasion and reasonable and customary in light of a familial, social, or official relationship of the giver and recipient, such as weddings, funerals, illnesses, holidays, and ground-breaking ceremonies.
- d. Campaign contributions as permitted and reported in accordance with law.
- e. Awards that are publicly presented by a nonprofit organization in recognition for public service if the award is not extraordinary when viewed in light of the position held by the recipient.
- f. Gifts offered while visiting other cities, counties, states, or countries or hosting visitors from other cities, counties, states, or countries, when it would be a breach of protocol to refuse the gift, provided that any such gifts received shall become property of the City.

g. Reasonable and necessary costs to attend a conference or meeting that is directly related to the official or ceremonial duties of the Councilmember or member of a City Committee or Commission, provided that any payment of substantial travel or lodging expenses by any person or entity regulated by the City or doing or seeking to do business with the City must be approved in advance by the Mayor or, if the Mayor is the recipient, by the Deputy Mayor or the Mayor Pro Tem.

3. Immediate Family Gift Exception

It shall not be a violation of this section for a member of a Councilmember's or a member of a City Committee or Commission's immediate family to accept a gift which arises from an independent relationship, if the Councilmember or member of a City Committee or Commission does not significantly benefit from the gift, and it cannot reasonably be inferred that the gift was intended to influence the Councilmember or member of a City Committee or Commission in the performance of their duties.

B. Use of City Property by Councilmembers

1. Except for limited incidental personal use or emergency circumstances, no Councilmember shall request, permit, or use City vehicles, equipment, materials, or property for personal use, personal convenience, or profit.
2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

Except as required by law, a Councilmember, former Councilmember, or current or former member of a City Committee or Commission shall not disclose or use privileged, confidential, or proprietary information obtained in executive session or otherwise in the course of their duties as a result of their position.

D. Conflict of Interest - General

1. Applications of Conflict of Interest

Except as permitted in Subsections (2) or (3) below, a Councilmember or member of a City Committee or Commission shall not take any direct official action on a matter if they, or a member of their immediate family:

- a. Has any substantial direct or indirect contractual employment related to the matter;

b. Has other significant financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or

c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by that matter. Taking direct official action on, or regarding, legislation of general application does not “significantly affect” real or personal property within the meaning of this Subsection.

2. Conflict of Interest Exceptions for Councilmembers

Subsection (1) above shall not apply when a Councilmember:

a. Is required to take or participate in an action based upon the rule of necessity;

b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;

c. Acquires an interest in bonds or other instruments of indebtedness issued by the City if acquired and held on the same terms available to the general public;

d. Officially participates in the development and adoption of the City's budget; or establishes the pay or benefit plan of City officers, officials, or employees;

e. Makes decisions on any legislation of general application unless these actions directly affect, or appear to affect, the official's or immediate family member's employment; or

f. Serves on the governing body of an organization or entity as part of their official duties as a Councilmember of the City.

3. Conflict of Interest Exceptions for Members of City Committees and Commissions

Subsection (1) above shall not apply to a member of a City Committee or Commission:

a. Who takes direct official action, as a member of a City Committee or Commission to which that member was appointed based on that member's ownership or lease of certain real property or of that member's ownership of a business located in a certain area of the City, that results in a conflict of interest under Subsection (1) above due solely to the fact of that member's ownership or lease of the certain real property or of that member's ownership of the business located in a certain area of the City providing the basis for that member's appointment to the City Committee or Commission; provided that the member fully discloses the basis for the conflict of interest under Subsection (1) during each meeting of the City Committee or Commission in which the conflict of interest under Subsection (1) occurs or may occur;

b. Who fully disclose the basis for the conflict of interest under Subsection (1) above on the public record of the City Committee or Commission and the Committee or Commission votes to allow the member to participate in the discussion or the vote; or

c. Is required to take action or participate in an action based upon the rule of necessity.

4. Disclosure for Councilmembers

All Councilmembers are required to comply with the Washington State Public Disclosure Commission requirements for financial disclosure. In addition, all Councilmembers shall publicly disclose their financial interest in any matter that comes before them. All Councilmembers shall annually complete a conflict of interest statement to be submitted to the City Clerk by April 15th.

E. Conflict of Interest – After Leaving Elected City Office

1. For two (2) years after leaving elected City office, no former Councilmember shall obtain employment in which they will take direct or indirect advantage of matters on which they took direct official action during their service with the City. This includes contractual negotiations or solicitation of business unavailable to others.

2. For two (2) years after leaving elected City office, no former Councilmember shall engage in any action or litigation in which the City is involved, on behalf of any other person or entity, when the action or litigation involves an issue on which the person took direct official action while in elected City office.

F. Conflict of Interest – Members of City Committees or Commissions and Employment

While serving on a City Committee or Commission, and for two (2) years after leaving such position, no member of a City Committee or Commission shall obtain employment in which they will take direct or indirect advantage of matters which they, as a member of a City Committee or Commission, recommended to the City Council. This includes applying for positions or contracts with the City when the City Committee or Commission on which the member served recommended funding such position or contract.

G. Conflict of Interest – Family Members of Councilmembers

1. Appointment of Family Members

Unless they obtain a waiver from the Ethics Board, no Councilmember shall appoint or hire a member of their immediate family for any type of employment with the City. This includes, but is not limited to, full time employment, part time employment, permanent employment, temporary employment, and contract employment.

2. Supervision of Family Members

No Councilmember shall supervise or be in a direct line of supervision over a member of their immediate family. If a Councilmember is placed in a direct line of supervision of a member of their immediate family, they shall have three (3) months to come into compliance or to obtain a waiver pursuant to Subsection (3) below.

3. Waivers

Waivers from this section may be sought from the Ethics Board to allow a member of the immediate family to be hired or to be in the direct line of supervision of a member of the immediate family. Procedures to consider such a waiver are set forth in Article III.

H. Conflict of Interest – Contractors

Every major contractor submitting bids to the City shall affirm that neither the contractor nor any agent of the contractor has made any prohibited gift to a Councilmember who is involved in direct official action on the bid or has a relationship to such Councilmember that would create a conflict of interest for that Councilmember under this Code of Conduct and Ethics Program.

I. Conflict of Interest - Individuals Serving on City Committees and Commissions

Individuals serving on City Committees and Commissions shall sign a conflict of interest statement upon appointment and reappointment.

J. Conduct of Public Meetings

1. Meetings involving Councilmembers or City Committees and Commissions should be conducted in a manner that maximizes transparency of relationships among individuals or groups that could affect decision-making.

2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

K. Conflict of Interest – Individuals Serving on the Ethics Board

No member of the Ethics Board shall participate in the review of complaints or requests for advisory opinions relating to the conduct of a Councilmember where that member of the Ethics Board is or was a member of a political action committee that supports, supported, opposes, or opposed the election or reelection of the Councilmember in question.

**ARTICLE III -
SUBMISSION AND REVIEW OF CODE OF CONDUCT AND CODE OF ETHICS
COMPLAINTS, REQUESTS FOR WAIVERS, AND REQUESTS FOR ADVISORY
OPINIONS**

A. Submission and Review of Code of Conduct Complaints

1. Any individual may submit to the City Clerk a complaint alleging violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection A.4. -6. below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection B.11.a.-f. below in place of the Ethics Board.

4. Upon receipt of a complaint, the Ethics Board shall make a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).

a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall forward the threshold determination, notice of dismissal to the complainant and respondent and publish it along with the complaint.

b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the notice of dismissal to the complainant and respondent and publish it along with the complaint.

c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written

Commented [KH6]: By separating out into two subsections the submission of code of conduct complaints and code of ethics complaints we are more clearly distinguishing them

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Commented [KH8]: Note that all of the text in green is not new, just relocated

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Commented [KH9]: I am suggesting the creation of a dismissal form by the Ethics Board for sections A.4.a and b with language approved by the City Attorney

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Commented [KH10]: If there is going to be a dismissal, why would we publish a "threshold determination" rather than a dismissal with a procedural basis for the dismissal? Surely the harm to the accused person will exceed any educational value of publication of the alleged facts

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threshold determination to the City Clerk, along with a recommendation as to the appropriateness of mediation for reconciliation or, alternatively, the issuance of an advisory opinion based on the facts and circumstances stated in the complaint. Complaints alleging conduct directed at the complainant personally shall be presumptively referred to mediation. Complaints alleging conduct not directed at the complainant shall be presumptively referred to the process set forth in A.6 below. The City Clerk shall provide the threshold determination and recommendation to the complainant and respondent and refer the complaint to either the mediation process as described in section A.5 below, or back to the Ethics Board for an advisory opinion as described in A.6 below.

Commented [KH11]: This may need more fleshing out or an appendix with guidelines for review a case for appropriateness for mediation. Generally, mediation is very appropriate for a complaint about alleged harm to an individual, but not for a complaint about conduct alleged to harm the public generally. (there are exceptions but not sure they could be addressed through this program without a lot more work)

5. As soon as practicable following receipt of a threshold determination under Article III, Subsection (B)(2)(c), that includes a recommendation for mediation, the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

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a. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.

b. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled. In circumstances where the respondent refuses to participate in reconciliation, the City Clerk shall, except for complaints concerning members of the Ethics Board, instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections A.6.a-g below. For complaints concerning members of the Ethics Board, the City Clerk shall instead refer such complaints to the Hearing Examiner, who shall review the complaint and issue an advisory opinion in accordance with Article III Subsections B.11.a-f, in place of the Ethics Board.

6. Upon referral back to the Ethics Board of a complaint pursuant to Section A.4.c or A.5.b above, The Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

a. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.

b. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.

c. After reviewing the matter, the Ethics Board shall, following legal review, issue an advisory opinion, which shall be forwarded to the City Clerk for publication along with the complaint and response, if submitted. The City Clerk shall provide notice to both the complainant and respondent of the issuance of the advisory opinion.

d. If, during the process of reviewing a complaint alleging a violation of the Code of Conduct (Article I), the Ethics Board determines that an additional violation of the Code of Conduct (Article I) may have occurred or a violation of the Code of Ethics (Article II) may have occurred, then the Ethics Board may choose to note that possibility in its advisory opinion. However, the Ethics Board shall not on its own initiative pursue an investigation of an additional violation of the Code of Conduct (Article I) or a violation of the Code of Ethics (Article II) without the approval of the City Council. "Additional violation of the Code of Conduct (Article I)" means a violation of the Code of Conduct (Article I) that was not included in the complaint being reviewed.

e. The Ethics Board shall strive to complete its review and issue an advisory opinion within 45 business days from the date that the City Clerk forwarded the request to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its advisory opinion shall specify the reasons for why additional time was needed.

f. Advisory opinions shall be viewed as educational only. The purpose of such an opinion is to provide an educational opinion to Councilmembers, members of City Committees and Commissions, and the public on what type of conduct is generally expected from Councilmembers and members of City Committees and Commissions.

B. Submission and Review of Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:

a. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or

b. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.

Commented [KH12]: If advisory opinions are intended to be educational only, is it necessary that they include the names of the complainant and the subject actor? Would it be appropriate to publish only the opinion (w/o the complaint and response) and not use names? Might that (1) encourage those with legitimate concerns to come forward without concern for their names being published on the website and (2) be less likely to discourage people from running for office or applying for a committee position out of fear of malicious complaints or an overzealous ethics board? I have not inserted changes to that effect because it would be a significant change but would like council to consider it. Note that for the first three years of the program, opinions were anonymous, so this is not a new idea.

Deleted: 3. → To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints. ¶

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Commented [KH13]: This section will no longer be needed as code of conduct complaints has been moved to another section/ process and the same person cannot violate both section B.1.a and B.1.b because one is for council and committee/commission members and the other for staff

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3. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsections (4)-(8) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a member of the Ethics Board to the Hearing Examiner for review in accordance with Subsections (9)-(13) below.

4. Upon receipt of a complaint, the Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complainant supported by a declaration in compliance with RCW 9A.72.085.

5. The Ethics Board shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Ethics Board shall not engage in other fact-finding. However, in the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent.

6. After reviewing the complaint and the response, if one was submitted, the Ethics Board shall, following legal review, take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. If the Ethics Board, after review of the complaint and any response, determines that the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent. Nothing in this subsection shall preclude the complainant from subsequently filing a Code of Conduct complaint based upon the same facts.

b. If the Ethics Board, after review of the complaint and any response, determines that the complaint lacks reasonable credibility, then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

c. If the Ethics Board, after review of the complaint and any response, determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II), then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

Moved up [1]: 1. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection (2) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection (2) below in place of the Ethics Board.

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Commented [KH14]: There was no clarity here as to what happened to complaints that were not found to merit review by the HEX other than the Clerk and parties being advised of the board's determination. I am suggesting that there are two options: (1) The Board dismisses, as it would for Code of Conduct cases that it does not believe state a claim or are credible or have been resolved etc., or (2) the Board refers the matter to the HEX for further review.

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d. If the Ethics Board, after review of the complaint and any response, determines that that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II) then the Ethics Board shall dismiss the complaint and, after legal review, provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the complainant and respondent.

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e. If the Ethics Board learns at any time during its review of the complaint that the matter is the subject of litigation it shall hold the complaint for action at a future time,

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f. If the Ethics Board, after review of the complaint and any response, determines that, the facts asserted in the complaint appear credible and appear to constitute a violation of the Code of Ethics (Article II) then the Ethics Board shall, following legal review, forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk shall then forward the Board's determination and associated materials to the Hearing Examiner for review and possible further proceedings in accordance with Article IV.

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7. The Ethics Board shall strive to complete its review within 45 business days from the date that the City Clerk forwarded the complaint to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its determination shall specify the reasons why additional time was needed.

8. The Ethics Board shall report apparent violations of law to the appropriate authorities.

Commented [KH15]: Who are the appropriate authorities? Shouldn't there be review by the city attorney first?

9. Upon receipt of a complaint, the Hearing Examiner shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.

10. The Hearing Examiner shall conduct a threshold review any complaint forwarded to them by the City Clerk and any response submitted by the respondent. The Hearing Examiner shall not engage in other fact-finding during this preliminary review. However, in the course of reviewing a complaint, the Hearing Examiner may request clarification of the complaint by the complainant or of the response by the respondent.

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Commented [KH16]: There's not a lot of clarity here regarding the fact that this is a threshold determination by the HEX and that additional process will occur should the HEX feel further review should occur.

11. After reviewing the complaint and the response, if one was submitted, the Hearing Examiner shall take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. Determine that the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II), dismiss the complaint and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant and respondent. Nothing in this subsection shall preclude the

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complainant from subsequently filing a Code of Conduct complaint based upon the same facts.

b. Determine that the complaint lacks reasonable credibility, dismiss the complaint and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant and respondent.

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II), dismiss the complaint and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant and respondent.

d. Determine that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II), dismiss the complaint and provide a notice of dismissal, to include a brief statement regarding the basis for the dismissal, to the City Clerk. The City Clerk shall provide the notice of dismissal to the Ethics Board, complainant and respondent.

e. Hold the complaint for action at a future time if the matter is the subject of litigation; or

f. Determine that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted.

12. The Hearing Examiner shall strive to complete their review within 45 business days from the date that the City Clerk forwarded the complaint to the Hearing Examiner. If review takes longer than 45 business days, the Hearing Examiner in their determination shall specify the reasons why additional time was needed.

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13. If the Hearing Examiner determines that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted, the Hearing Examiner shall forward their determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then schedule further proceedings in accordance with Article IV.

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C. Review of Complaints Concerning City Employees

1. The City Clerk shall refer complaints concerning City employees to the City Manager.

2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.

3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.
4. Upon making a determination that a violation of ethics rules has occurred, the City Manager or other appropriate City officer shall take action as guided by state law and relevant policies, procedures, and collective bargaining agreements.
5. In the event of a violation, the City Manager shall provide a response to the complainant outlining the substance of the violation and the action taken, subject to governing rules regarding confidentiality articulated in state law, City policy, and collective bargaining agreements.
6. Apparent violations of law shall be reported to the appropriate authorities, as applicable.

D. Requests for Advisory Opinions

1. To the extent described below, the following individuals or bodies may submit to the City Clerk a request for an advisory opinion from the Ethics Board:
 - a. A Councilmember or member of a City Committee or Commission may request an advisory opinion from the Ethics Board as to whether their own behavior has violated or might in the future violate the Code of Conduct (Article I) or the Code of Ethics (Article II).
 - b. The City Council may request an advisory opinion from the Ethics Board regarding City policies or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).
 - c. City Committees and Commissions may request an advisory opinion from the Ethics Board regarding operating rules or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).
 - d. A Councilmember may request an advisory opinion from the Ethics Board concerning the applicability of the Code of Ethics (Article II) to hypothetical circumstances and/or situations related to the actions, or potential actions, of a Councilmember or a member of a City Committee or Commission.

2. Requests for advisory opinions must be submitted to the City Clerk on a form supplied by the Ethics Board. The Ethics Board shall, following legal review, submit finalized advisory opinions to the City Clerk for publication

3. Requests for advisory opinions under this section shall be anonymous as to the complainant and the subject individual(s) whose conduct is the subject of the opinion unless otherwise agreed by both complainant and subject individual(s).

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Commented [KH17]: This is to encourage the seeking of opinions for the benefit of everyone. I have heard councilmembers and committee members say in the past that they would like to seek an opinion re their own actions or the actions of another but do not want to publicly accuse anyone if there is in fact no ethics violation. Again, there was a time when ALL complaints under the program were anonymous in both directions, and I would suggest we have lost something in not allowing this option

| [4.](#) The grant of authority in this section is supplemental to, and does not change, the authority granted to the Ethics Board in Section B above.

F. Waivers

Councilmembers may request a waiver from the Ethics Board of the conflict of interest restrictions related to the hiring of and supervision over family members, as provided by Article II, Section F. Such requests shall be submitted in writing to the City Clerk, who shall refer them to the Ethics Board. Once finalized, the Board shall, following legal review, provide its response to the City Clerk, who shall publish both the request and the Board's response.

G. Effect of Advisory Opinion or Waiver

An individual who receives a waiver, or who acts in reliance on an advisory opinion, shall not later be found to have violated the Code of Conduct (Article I) or the Code of Ethics (Article II) if the individual acts in a manner consistent with that advisory opinion or waiver.

**ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS**

A. Hearing Examiner Review of Article II Complaints

1. The City Clerk shall provide written notification to the complainant and the respondent of the time, date, and place of the hearing before the Hearing Examiner at which the complaint concerning alleged violations of the Code of Ethics (Article II) will be reviewed.
2. Hearings conducted by the Hearing Examiner shall be informal and held in accordance with rules of procedure adopted by the Hearing Examiner, except to the extent that such rules conflict with the terms of this Ethics Program. The respondent may be represented by legal counsel. The City Attorney shall designate special counsel to present the Code of Ethics violations charges and case. The respondent and special counsel may present and cross examine witnesses and give evidence before the Hearing Examiner. The Hearing Examiner may also call witnesses and compel the production of books, records, papers, or other evidence needed. To that end, the Hearing Examiner may issue subpoenas and subpoenas duces tecum at the request of the respondent, special counsel, or their own initiative. All testimony shall be under oath administered by the Hearing Examiner. The Hearing Examiner may adjourn the hearing from time to time in order to allow for the orderly presentation of evidence.
3. The Hearing Examiner or designee shall prepare an official record of the hearing, including all testimony, which shall be recorded by electronic device, and exhibits; provided that the Hearing Examiner or designee shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.
4. Within 20 business days after the conclusion of the hearing, the Hearing Examiner shall, based upon a standard of proof of clear and convincing evidence, make findings of fact and conclusions of law. If the Hearing Examiner determines that the alleged Code of Ethics violation(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more Code of Ethics violation(s) are proven, the Hearing Examiner shall forward the matter to the City Council for a determination regarding the appropriate level of sanctions to be imposed for the Code of Ethics (Article II) violations. In either event, a copy of the findings and conclusions shall be forwarded to the City Clerk, for distribution to the City Council, and, by registered mail, to the person who made the complaint and to the respondent at addresses as given by such persons to the Hearing Examiner.

B. Action by City Council upon Hearing Examiner’s Findings and Conclusion

1. Within 45 business days of receipt of the Hearing Examiner’s findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that they be heard in open public session.

2. The Council may take no formal action or, by majority vote of the Council (not including the respondent, if a Councilmember, who shall not participate in said vote) at an open public meeting, may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:

a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.

b. Reprimand: A reprimand shall be a letter prepared by the City Council, signed by the Mayor, Deputy Mayor, or Mayor Pro Tem, and directed to the Councilmember or member of a City Committee or Commission who has violated the Code.

c. Censure: A censure shall be a written statement administered personally by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code violation. The Councilmember or member of a City Committee or Commission shall appear at a time and place directed by the City Council to receive the censure. The censure shall be given publicly and the official who has violated the Code shall not make any statement in support or opposition thereto or in mitigation. A censure shall be deemed administered at the time it is scheduled whether or not the Councilmember or member of a City Committee or Commission appears as required.

d. Other sanctions: Any sanction imposed under this Ethics Program is in addition to and not in lieu of any other penalty, sanction, or remedy which may be imposed or sought according to law or equity.

3. The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

Commented [KH18]: Is this useful if there are no other sanctions? Seems to promise something that doesn't exist.

**ARTICLE V -
ETHICS BOARD**

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

The Ethics Board consists of seven members appointed in accordance with this section.

2. Qualifications of Board Members

- a. Members of the Board shall represent a diverse set of backgrounds and interests.
- b. At least one member of the Ethics Board shall be a former judicial officer or have expertise in ethics acquired through education or experience.
- c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not, while serving on the Ethics Board, also simultaneously be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

- a. Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least five Councilmembers.
- b. The Mayor and City Council shall work cooperatively to ensure that any person who is nominated has the required support of the City Council. Nominations shall be presented at meetings of the City Council in which all seven Councilmembers are present, unless exceptional circumstances exist (e.g., a Council vacancy exists and has not yet been filled, or other good cause).

4. Terms of Appointment

- a. Board members shall be appointed to terms of three years; however, the first two members nominated by the Mayor and confirmed by the City Council shall initially serve one-year terms to achieve staggered ending dates.
- b. If a member is appointed to fill an unexpired term, that member's term shall end at the same time as the term of the person being replaced.
- c. Each member shall continue to serve until a successor has been appointed, unless the member is removed or resigns.

5. Removal of Board Members

a. The absence of any member of the Board from three (3) consecutive meetings, unless the Board has excused the absence for good and sufficient reasons as determined by the Board, shall constitute a resignation from the Board.

b. The City Council may remove a member for inappropriate conduct before the expiration of the member's term. Before removing a member, the City Council shall specify the cause for removal and shall give the member the opportunity to make a personal explanation.

6. Compensation

Members of the Ethics Board shall serve without compensation. Members may be reimbursed for reasonable expenses pursuant to the rules of the City and as approved by the City Manager or their designee.

7. Rules

The Ethics Board may, by majority vote, adopt reasonable operating rules consistent with this Ethics Program. The City Council reserves the right to modify such operating rules at its discretion.

8. Consultation with City Attorney

The Ethics Board shall consult with the City Attorney's Office or special counsel appointed by the City Attorney's Office regarding legal issues which may arise in connection with the Board's duties and functions under this Ethics Program.

9. Liaison to the Ethics Board.

A representative of the City Attorney's Office shall attend Ethics Board meetings and serve as the liaison to the Ethics Board. No Councilmember shall serve as a liaison to the Ethics Board.

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

1. At least every two years, the Ethics Board shall prepare and distribute a pamphlet describing the Code of Conduct (Article I) and Code of Ethics (Article II) to all Councilmembers and members of City Committees and Commissions, after review of the pamphlet by the City Attorney's Office. The Ethics Board shall ensure that all new Councilmembers and members of City Committees and Commissions receive a pamphlet on this Code of Ethics.

2. The Ethics Board shall develop and present a training course on the Code of Conduct and the Code of Ethics to be presented annually to all Councilmembers and members of City Committees and Commissions.

C. Training Provided to the Ethics Board

The Ethics Board shall include all requests for training for the coming year in the Board's annual report to the City Council, and the Council will determine what training to approve, if any.

D. Annual Report

By February 15 of each year, the Ethics Board shall submit an annual report to the City Council summarizing its activities during the previous calendar year and work plan for the following year. The report shall include any recommendations for modifying the Code of Conduct and Ethics Program as well as all training requested by the Ethics Board.

**ARTICLE VI -
DEFINITIONS**

For purposes of the Ethics Program, the following definitions shall apply.

“City Committees and Commissions” and “City Committee or Commission” mean all advisory boards, commissions, committees, and task forces created or appointed by the City Council.

“Confidential Information” means (a) specific information, rather than generalized knowledge, that is not available to the general public on request; or (b) information made confidential by law.

“Direct official action” means any of the following:

1. For Councilmembers and members of City Committees and Commissions, taking action, as defined by RCW 42.30.020, in an open public meeting.
2. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: negotiating or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.
3. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: recommending for or against the approval of a permit, or other similar City approval or authorization, issued by the City. However, direct official action does not include the submittal, to the City, of a permit application by a Councilmember or a member of a City Committee or Commission or the appeal of a denial of such a permit application by the City. Direct official action includes actions taken by a Councilmember or a member of a City Committee or Commission to use or attempt to use their position to obtain special privileges or exemptions in the processing, or review on appeal, of their permit application.
4. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or appointing or removing members of City Committees and Commissions.

Direct official action does not include acts that do not affect the disposition or decision with respect to the matter. Additionally, a Councilmember or member of a City Committee or Commission who recuses herself or himself in lieu of taking action, as defined by RCW 42.30.020, in an open public meeting is not exercising direct official action.

“Direct line of supervision” means the supervisor of an employee and the supervisor of an employee's supervisor.

“Fact-finding” means any action to gather facts or other evidence not submitted by a complainant in a complaint or a clarification to a complaint or by a respondent in a response or a clarification to a response. However, “fact-finding” does not include review by the Ethics Board of official video or audio recordings of meetings of the City Council or of City Committees and Commissions as well as review by the Ethics Board of the official minutes of such meetings.

“Gift” means any favor, reward, or gratuity and any money, good, service, travel, event ticket, lodging, dispensation, or other thing of value that is given, sold, rented, or loaned to a person without reasonable compensation and that is not available to the general public on the same terms and conditions. Any honoraria or payment for participation in an event will be considered a gift.

“Immediate family” means husband, wife, son, daughter, mother, father, grandmother, grandfather, grandchildren, brother, sister, domestic partner, or spouse of the above. The term includes any minor children for whom the person, or their domestic partner, provides day-to-day care and financial support. A "domestic partner" is an unmarried adult, unrelated by blood, with whom an unmarried officer, official, or employee has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.

“Legislation of General Application” means any legislative act, including regulations, policies, ordinances, resolutions, and motions, of general application, as opposed to legislative acts that affect only a particular person or individual or a small group of similarly situated persons or individuals.

“Major Contractor” means any person, corporation, company, firm, business, or other entity doing business over \$5,000 with the City under one contract or annually.

“Political Action Committee” means a legal entity, other than a natural person, that raises, spends, receives, or contributes money to support or oppose the election of one or more candidates for elected office at the local, state, or federal levels.

“Question of Fact” means a factual dispute between the complainant and the respondent concerning an issue that is material to a determination as to whether a violation of the Code of Conduct (Article I) exists.

“Reconciliation” means mediation between a complainant and a respondent facilitated by a trained mediator.

“Rule of Necessity” shall be interpreted and defined in accordance with RCW 42.36.090, which provides: In the event of a challenge to a member or members of a decision-making body which would cause a lack of a quorum or would result in a failure to obtain a majority vote as required by law, any such challenged member(s) shall be permitted to fully participate in the proceeding and vote as though the challenge had not occurred, if the member or members publicly disclose the basis for disqualification prior to rendering a decision. Such participation shall not subject the decision to a challenge by reason of violation of the appearance of fairness doctrine.

**ARTICLE VII -
CITY COUNCIL REVIEW OF CODE OF CONDUCT
AND ETHICS PROGRAM**

This Code of Conduct and Ethics Program shall automatically expire, and no longer be in force or effect, 12 months from the effective date of Section 1 of Resolution No. 2019-26, unless it is expressly renewed or otherwise amended by majority vote of the City Council.

Commented [KH19]: If we make the proposed changes, I recommend that there be no expiration date, but instead a planned review in 12 or 24 months. Perhaps direct the Ethic Board to provide an analysis of the efficacy and, fairness of the processes.

Page 14: [1] Deleted	Kirsten H	5/30/20 11:01:00 AM
Page 17: [2] Deleted	Kirsten H	5/30/20 11:48:00 AM



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:15 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

- B. Accounts Payable and Payroll
- C. Special City Council Meeting Minutes, May 19, 2020
- D. Special City Council Meeting Minutes, May 26, 2020
- E. Resolution No. 2020-05 relating to Climate Emergency

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

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

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME:

AGENDA ITEM: Accounts Payable and Payroll

SUMMARY: Consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with consent agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Payroll.pdf](#)

[AP Report to Council of Cash Disbursements 06-10-20.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 6 - 05 - 2020

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	6/5/2020	48045 - 48172	Regular check run (Direct Dep)	306,750.45
Normal	6/5/2020	109371 - 109372	Regular check run (Paper Checks)	2,891.23
Normal	6/5/2020	109373 - 109382	Vendor check run (Paper Checks)	310,146.08
EFTPS	6/5/2020	N/A	Federal Tax Electronic Transfer	114,013.68
Vendor	6/5/2020	N/A	P/R vendor ACH	237.50
			TOTAL:	734,038.94

Prepared and Reviewed by:  Date 6-4-20
Brenda Landolt, Payroll Specialist

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

 Date June 4, 2020
Ellen Schroer, Deputy City Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: May 25, 2020 - June 8, 2020

CITY COUNCIL: May 26, 2020 - June 9, 2020

Last check from previous run: 353725 dated 05/27/2020 issued to Zee Medical for \$291.39

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	6/1/20	389	US Bank/Debt service payments - June 2020	532,262.50
EFT	5/26/20	390	WA State DOR/Excise taxes - April 2020	18,799.32
ACH	5/26/20	391	COBI/Utility billing - May 2020	1,828.40
ACH	5/26/20	392	WA State DOL/Firearm permits - May 2020	180.00
ACH	5/26/20	393	WA State DOL/Firearm dealer permits - May 2020	125.00
VOID	6/10/20	353785	Puget Sound Energy/Check print error	N/A
VOID	6/10/20	353786	Puget Sound Energy/Check print error	N/A
VOID	6/10/20	353787	Puget Sound Energy/Check print error	N/A
VOID	6/10/20	353788	Puget Sound Energy/Check print error	N/A
Manual	5/27/20	353726	AT&T Mobility/Wireless charges - May 2020	1,800.07
Manual	5/27/20	353727	CenturyLink/Weaver PRV water telemetry - May 2020	58.32
Manual	5/27/20	353728	EX/Helpline House/Emergency rental assistance	30,000.00
Manual	5/27/20	353729	WA Water Service/Decant facility water - May 2020	137.04

Total Manual Checks and Electronic Disbursements	585,190.65
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Regular Run	6/10/20	353730-353807	Total Regular Check Run	192,776.42
			Total Disbursements	777,967.07

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

Prepared and Reviewed by  Carrie Freitas, Senior Accounting Technician

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


Karl R. Shaw, Accounting Manager

6/4/2020
Date

ACH
 (CF) 6/1/20

05/20/2020 13:57 | CITY OF BAINBRIDGE ISLAND
 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
389	06/01/2020	MANL	8330 US BANK	240183	1581236	04/09/2020		ACH06-20	45,200.00
Invoice: 1581236									
				45,200.00	91247289 783000	BAIUTGOREF13 DEBT SVC INT ONLY			
						2013 REFI-INTEREST			
				240184	1581863	04/09/2020		ACH06-20	63,700.00
Invoice: 1581863									
				63,700.00	91422923 78300000086	BAIGOIMREF11 DEBT SVC INT ONLY			
						WWTP 2011 LTGO & 2PWTF INT EXP			
				240185	1582430	04/09/2020		ACH06-20	299,230.00
Invoice: 1582430									
				250,000.00	91249176 771000	BAILTGOREF19 DEBT SVC P&I			
				49,230.00	91249276 783000	2019 REF BONDS-PRINCIPAL			
						2019 REF BONDS-INTEREST			
				240186	BAILTGO19	04/09/2020		ACH06-20	124,132.50
Invoice: BAILTGO19									
				124,132.50	91248221 78300000724	BAILTGO19 DEBT SVC INT ONLY			
						PD/COURT BLDG-INTEREST			

CHECK 389 TOTAL: 532,262.50

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 532,262.50

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	532,262.50

*** GRAND TOTAL *** 532,262.50

05/20/2020 13:57
cfreitas

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

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
2020	6											
		APP 201-213000	06/01/2020	ACH06-20				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		468,562.50		
		APP 635-111100	06/01/2020	ACH06-20				CASH AP CASH DISBURSEMENTS JOURNAL			532,262.50	
		APP 402-213000	06/01/2020	ACH06-20				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		63,700.00		
										-----	-----	
										GENERAL LEDGER TOTAL	532,262.50	532,262.50
		APP 631-130000	06/01/2020	ACH06-20				DUE TO/FROM CLEARING		532,262.50		
		APP 201-130000	06/01/2020	ACH06-20				DUE TO/FROM CLEARING			468,562.50	
		APP 402-130000	06/01/2020	ACH06-20				DUE TO/FROM CLEARING			63,700.00	
										-----	-----	
										SYSTEM GENERATED ENTRIES TOTAL	532,262.50	532,262.50
										-----	-----	
										JOURNAL 2020/06/4 TOTAL	1,064,525.00	1,064,525.00

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
201 GO BOND FUND	2020 6	4	06/01/2020			
201-130000				DUE TO/FROM CLEARING		468,562.50
201-213000				ACCOUNTS PAYABLE	468,562.50	
FUND TOTAL					468,562.50	468,562.50
402 SEWER OPERATING FUND	2020 6	4	06/01/2020			
402-130000				DUE TO/FROM CLEARING		63,700.00
402-213000				ACCOUNTS PAYABLE	63,700.00	
FUND TOTAL					63,700.00	63,700.00
631 CLEARING FUND	2020 6	4	06/01/2020			
631-130000				DUE TO/FROM CLEARING	532,262.50	
635-111100				CASH		532,262.50
FUND TOTAL					532,262.50	532,262.50

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cfreitas

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

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|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
201 GO BOND FUND			468,562.50
402 SEWER OPERATING FUND			63,700.00
631 CLEARING FUND		532,262.50	
	TOTAL	532,262.50	532,262.50

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

EFT - Excise Apr 2020



06/03/2020 09:42 | CITY OF BAINBRIDGE ISLAND
 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
390	05/26/2020	MANL	124 WA ST DEPT OF REVENUE	240641	APR20	04/30/2020		EFT04-20	18,799.32
Invoice: APR20									
				4,325.62	91421351 553000	APR 2020 EXCISE RETURN			
				6.21	91411341 553000	FINANCE - SEWER - EXTRNL TAXES			
				14,459.92	91431383 553000	FINANCE - WATER EXTRNL TAXES			
				3,036.12	91411341 553000	FINANCE - SSWM - EXTRNL TAXES			
				443.43	91421351 553000	FINANCE - WATER EXTRNL TAXES			
				7.57	63470586 544000	FINANCE - SEWER - EXTRNL TAXES			
				-3,036.12	91411341 553000	CUR-DEV-ZONING-ADV			
				-443.43	91421351 553000	FINANCE - WATER EXTRNL TAXES			
								FINANCE - SEWER - EXTRNL TAXES	

CHECK 390 TOTAL: 18,799.32

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 18,799.32

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 18,799.32

*** GRAND TOTAL *** 18,799.32

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	5	332									
APP 402-213000			05/26/2020	EFT04-20	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,325.62	
APP 635-111100			05/26/2020	EFT04-20	EXCISE			CASH AP CASH DISBURSEMENTS JOURNAL			18,799.32
APP 401-213000			05/26/2020	EFT04-20	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6.21	
APP 403-213000			05/26/2020	EFT04-20	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		14,459.92	
APP 407-213000			05/26/2020	EFT04-20	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		7.57	
GENERAL LEDGER TOTAL										18,799.32	18,799.32
APP 631-130000			05/26/2020	EFT04-20	EXCISE			DUE TO/FROM CLEARING		18,799.32	
APP 402-130000			05/26/2020	EFT04-20	EXCISE			DUE TO/FROM CLEARING			4,325.62
APP 401-130000			05/26/2020	EFT04-20	EXCISE			DUE TO/FROM CLEARING			6.21
APP 403-130000			05/26/2020	EFT04-20	EXCISE			DUE TO/FROM CLEARING			14,459.92
APP 407-130000			05/26/2020	EFT04-20	EXCISE			DUE TO/FROM CLEARING			7.57
SYSTEM GENERATED ENTRIES TOTAL										18,799.32	18,799.32
JOURNAL 2020/05/332 TOTAL										37,598.64	37,598.64

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
401	2020	5	332	05/26/2020	WATER OPERATING FUND		
					401-130000 DUE TO/FROM CLEARING		6.21
					401-213000 ACCOUNTS PAYABLE	6.21	
FUND TOTAL						6.21	6.21
402	2020	5	332	05/26/2020	SEWER OPERATING FUND		
					402-130000 DUE TO/FROM CLEARING		4,325.62
					402-213000 ACCOUNTS PAYABLE	4,325.62	
FUND TOTAL						4,325.62	4,325.62
403	2020	5	332	05/26/2020	STORM & SURFACE WATER FUND		
					403-130000 DUE TO/FROM CLEARING		14,459.92
					403-213000 ACCOUNTS PAYABLE	14,459.92	
FUND TOTAL						14,459.92	14,459.92
407	2020	5	332	05/26/2020	BUILDING & DEVELOPMENT FUND		
					407-130000 DUE TO/FROM CLEARING		7.57
					407-213000 ACCOUNTS PAYABLE	7.57	
FUND TOTAL						7.57	7.57
631	2020	5	332	05/26/2020	CLEARING FUND		
					631-130000 DUE TO/FROM CLEARING	18,799.32	
					635-111100 CASH		18,799.32
FUND TOTAL						18,799.32	18,799.32

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
401	WATER OPERATING FUND		6.21
402	SEWER OPERATING FUND		4,325.62
403	STORM & SURFACE WATER FUND		14,459.92
407	BUILDING & DEVELOPMENT FUND		7.57
631	CLEARING FUND	18,799.32	
	TOTAL	18,799.32	18,799.32

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

ACT-UB May 2020
CF 6/3/20

06/03/2020 09:42 | CITY OF BAINBRIDGE ISLAND
 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

391	05/26/2020	MANL	103 CITY OF BAINBRIDGE I	240642	13005MAY20	05/01/2020		ACHUB05	139.75
			Invoice: 13005MAY20						
				139.75	91011768 547500	309 SHANNON DR	GG-C/E-PARKS-WTR/SWR		
				240643	13006MAY20	05/01/2020		ACHUB05	416.40
			Invoice: 13006MAY20						
				416.40	91011768 547500	SHANNON DR DOCK	GG-C/E-PARKS-WTR/SWR		
				240644	10461MAY20	05/01/2020		ACHUB05	571.81
			Invoice: 10461MAY20						
				571.81	91011768 547500	289 SHANNON DR	GG-C/E-PARKS-WTR/SWR		
				240645	10463MAY20	05/01/2020		ACHUB05	395.34
			Invoice: 10463MAY20						
				395.34	91011755 547500	370 BRIEN DR	GG-C/E-COMMONS-WTR/SWR		
				240646	10464MAY20	05/01/2020		ACHUB05	290.04
			Invoice: 10464MAY20						
				290.04	91011755 547500	402 BRIEN DR	GG-C/E-COMMONS-WTR/SWR		
				240647	11573MAY20	05/01/2020		ACHUB05	15.06
			Invoice: 11573MAY20						
				15.06	91011768 547500	5350 CREOSOTE PL NE	GG-C/E-PARKS-WTR/SWR		

CHECK 391 TOTAL: 1,828.40

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,828.40

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,828.40

*** GRAND TOTAL *** 1,828.40

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2020 5	333									
APP 001-213000	05/26/2020	ACHUB05	UB			GENERAL - ACCOUNTS PAYABLE		1,828.40		
						AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	05/26/2020	ACHUB05	UB			CASH			1,828.40	
						AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								1,828.40	1,828.40	
APP 631-130000	05/26/2020	ACHUB05	UB			DUE TO/FROM CLEARING		1,828.40		
APP 001-130000	05/26/2020	ACHUB05	UB			GENERAL - DUE TO/FROM CLEARING			1,828.40	
SYSTEM GENERATED ENTRIES TOTAL								1,828.40	1,828.40	
JOURNAL 2020/05/333 TOTAL								3,656.80	3,656.80	

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020	5	333	05/26/2020			
001-130000					GENERAL - DUE TO/FROM CLEARING		1,828.40
001-213000					GENERAL - ACCOUNTS PAYABLE	1,828.40	
					FUND TOTAL	1,828.40	1,828.40
631 CLEARING FUND	2020	5	333	05/26/2020			
631-130000					DUE TO/FROM CLEARING	1,828.40	
635-111100					CASH		1,828.40
					FUND TOTAL	1,828.40	1,828.40

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			1,828.40
631 CLEARING FUND		1,828.40	
	TOTAL	1,828.40	1,828.40

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

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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

392 05/26/2020 MANL 969 DEPARTMENT OF LICENS 240649 MAY20 FA:CPL 05/22/2020 ACHFA05 180.00
Invoice: MAY20 FA:CPL MAY 2020 FIREARMS: CPL
180.00 41654860 586000 GUN PERMIT OUT

CHECK 392 TOTAL: 180.00

393 05/26/2020 MANL 969 DEPARTMENT OF LICENS 240650 MAY20 FA: DL 05/22/2020 ACHFA05 125.00
Invoice: MAY20 FA: DL MAY 2020 FIREARMS: DEALER'S LIC
125.00 41654860 586000 GUN PERMIT OUT

CHECK 393 TOTAL: 125.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 305.00

COUNT AMOUNT

TOTAL MANUAL CHECKS 2 305.00

*** GRAND TOTAL *** 305.00

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	5	334									
APP	650-213000		05/26/2020	ACHFA05	FA			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		305.00	
APP	635-111100		05/26/2020	ACHFA05	FA			CASH AP CASH DISBURSEMENTS JOURNAL			305.00
GENERAL LEDGER TOTAL										305.00	305.00
APP	631-130000		05/26/2020	ACHFA05	FA			DUE TO/FROM CLEARING		305.00	
APP	650-130000		05/26/2020	ACHFA05	FA			DUE TO/FROM CLEARING			305.00
SYSTEM GENERATED ENTRIES TOTAL										305.00	305.00
JOURNAL 2020/05/334 TOTAL										610.00	610.00

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND	2020	5	334	05/26/2020			
631-130000					DUE TO/FROM CLEARING	305.00	
635-111100					CASH		305.00
FUND TOTAL						305.00	305.00
650 AGENCY FUND	2020	5	334	05/26/2020			
650-130000					DUE TO/FROM CLEARING		305.00
650-213000					ACCOUNTS PAYABLE	305.00	
FUND TOTAL						305.00	305.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM

631 CLEARING FUND		305.00	
650 AGENCY FUND			305.00
	TOTAL	305.00	305.00

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

353726	05/27/2020	PRTD	6420 AT&T MOBILITY	240651	287287004732X052020	05/11/2020		M052720	1,800.07
			Invoice: 287287004732X052020			WIRELESS CHARGES MAY 2020			
				60.34	91011189 542100	GG-C/E-CITY HALL-PHONE			
				1,739.73	91011215 542100	GG-C/E-PD-PHONE			
								CHECK 353726 TOTAL:	1,800.07
353727	05/27/2020	PRTD	551 CENTURYLINK	240669	6124MAY20	05/16/2020		M052720	58.32
			Invoice: 6124MAY20			WEAVER PRV WATER TELEMETRY			
				58.32	91411891 542100	GG-WTR-FAC-PHONE			
								CHECK 353727 TOTAL:	58.32
353728	05/27/2020	PRTD	7180 HELPLINE HOUSE	240648	05/21/20	05/21/2020		M052720	30,000.00
			Invoice: 05/21/20			EX/REQ FOR DISBSMT 05-21-20			
				30,000.00	31180592 54130300297	EMERGENCY RENTAL ASSISTANCE			
								CHECK 353728 TOTAL:	30,000.00
353729	05/27/2020	PRTD	5271 WASHINGTON WATER SER	240670	4815979187-MAY20	05/19/2020		M052720	137.04
			Invoice: 4815979187-MAY20			MAY20 DECANT FACILITY WATER			
				137.04	91435838 547500	GG-DECANT-WATER/SEWER			
								CHECK 353729 TOTAL:	137.04
				NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***			31,995.43
						COUNT	AMOUNT		
						-----	-----		
TOTAL PRINTED CHECKS						4	31,995.43		
								*** GRAND TOTAL ***	31,995.43

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
EFF DATE									
2020 5 249					GENERAL - ACCOUNTS PAYABLE		1,800.07		
APP 001-213000					AP CASH DISBURSEMENTS JOURNAL				
05/27/2020	M052720	052720			CASH			31,995.43	
APP 635-111100					AP CASH DISBURSEMENTS JOURNAL				
05/27/2020	M052720	052720			ACCOUNTS PAYABLE		58.32		
APP 401-213000					AP CASH DISBURSEMENTS JOURNAL				
05/27/2020	M052720	052720			AFFORD HSG - ACCOUNTS PAYABLE		30,000.00		
APP 108-213000					AP CASH DISBURSEMENTS JOURNAL				
05/27/2020	M052720	052720			ACCOUNTS PAYABLE		137.04		
APP 403-213000					AP CASH DISBURSEMENTS JOURNAL				
05/27/2020	M052720	052720							
GENERAL LEDGER TOTAL							31,995.43	31,995.43	
APP 631-130000					DUE TO/FROM CLEARING		31,995.43		
05/27/2020	M052720	052720			GENERAL - DUE TO/FROM CLEARING			1,800.07	
APP 001-130000					DUE TO/FROM CLEARING			58.32	
05/27/2020	M052720	052720			AFFORD HSG DUE TO/FROM CLEAR'G			30,000.00	
APP 401-130000					DUE TO/FROM CLEARING			137.04	
05/27/2020	M052720	052720							
APP 108-130000									
05/27/2020	M052720	052720							
APP 403-130000									
05/27/2020	M052720	052720							
SYSTEM GENERATED ENTRIES TOTAL							31,995.43	31,995.43	
JOURNAL 2020/05/249 TOTAL							63,990.86	63,990.86	

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2020 5	249	05/27/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING		1,800.07
001-213000				GENERAL - ACCOUNTS PAYABLE	1,800.07	
				FUND TOTAL	1,800.07	1,800.07
108 AFFORDABLE HOUSING FUND	2020 5	249	05/27/2020			
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		30,000.00
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	30,000.00	
				FUND TOTAL	30,000.00	30,000.00
401 WATER OPERATING FUND	2020 5	249	05/27/2020			
401-130000				DUE TO/FROM CLEARING		58.32
401-213000				ACCOUNTS PAYABLE	58.32	
				FUND TOTAL	58.32	58.32
403 STORM & SURFACE WATER FUND	2020 5	249	05/27/2020			
403-130000				DUE TO/FROM CLEARING		137.04
403-213000				ACCOUNTS PAYABLE	137.04	
				FUND TOTAL	137.04	137.04
631 CLEARING FUND	2020 5	249	05/27/2020			
631-130000				DUE TO/FROM CLEARING	31,995.43	
635-111100				CASH		31,995.43
				FUND TOTAL	31,995.43	31,995.43

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,800.07
108	AFFORDABLE HOUSING FUND		30,000.00
401	WATER OPERATING FUND		58.32
403	STORM & SURFACE WATER FUND		137.04
631	CLEARING FUND	31,995.43	
	TOTAL	31,995.43	31,995.43

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME						
			INVOICE DTL DESC					
353730	06/10/2020	PRTD 5 ACE HARDWARE	240652	46548/1	05/13/2020		06/07/20	17.43
Invoice: 46548/1								
			17.43	73411345 531100				
			240653	46554/1	05/13/2020		06/07/20	11.43
Invoice: 46554/1								
			11.43	73011252 53110001069				
			240654	46574/1	05/15/2020		06/07/20	98.09
Invoice: 46574/1								
			98.09	73431835 531100				
			240655	46575/1	05/15/2020		06/07/20	109.79
Invoice: 46575/1								
			109.79	73425358 531100				
			240656	46583/1	05/18/2020		06/07/20	60.87
Invoice: 46583/1								
			60.87	73425358 531100				
			240671	46562/1	05/14/2020		06/07/20	38.08
Invoice: 46562/1								
			38.08	73011183 531100				
			240689	46557/1	05/14/2020		06/07/20	52.93
Invoice: 46557/1								
			52.93	73425358 531100				
			240690	46566/1	05/14/2020		06/07/20	9.78
Invoice: 46566/1								
			9.78	73011189 531100				
			240693	46600/1	05/20/2020		06/07/20	115.41
Invoice: 46600/1								
			115.41	73411345 531100				
			240694	46615/1	05/21/2020		06/07/20	21.49
Invoice: 46615/1								
			21.49	73111290 531100				
			240765	46619/1	05/22/2020		06/07/20	43.52
Invoice: 46619/1								
			43.52	73011183 531100				
			240766	46635/1	05/26/2020		06/07/20	28.83
Invoice: 46635/1								
			28.83	73011215 531100				
			240767	46639/1	05/26/2020		06/07/20	3.59
Invoice: 46639/1								
			3.59	73011215 531100				

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 46640/1				240768	46640/1	05/26/2020		06/07/20	25.10
				25.10	73011183 531100			PW/TRANSMISSION FUNNELS (7) O&M-C/E-CH FAC-SUPPLIES	
Invoice: 46647/1				240769	46647/1	05/27/2020		06/07/20	39.20
				39.20	73411345 531100			PW/MICRON FILTERS, MURIATIC ACID OFFICE SUPPLIES	
								CHECK 353730 TOTAL:	675.54
353731 06/10/2020 PRTD			6891 AHBL, INC.	240672	119226	04/30/2020		06/07/20	2,163.97
Invoice: 119226								DESIGN STANDARDS UPDATE SUPPOR	
				540.99	72431832 54110001052			DEV STANDARDS-SSWM-PROF SVCS	
				540.99	72421352 54110001052			DEV STANDARDS-SWR-PROF SVCS	
				540.99	72411342 54110001052			DEV STANDARDS-WTR-PROF SVCS	
				541.00	72111444 54110001052			DEV STANDARDS-STRT-PROF SVCS	
								CHECK 353731 TOTAL:	2,163.97
353732 06/10/2020 PRTD			8991 ALLIANCE 2020, INC	240741	576594	05/31/2020		06/07/20	272.72
Invoice: 576594								HR/PRE EMPL BACKGROUND CHECKS	
				272.72	33011161 541100			HR-C/E-PROF SVCS	
								CHECK 353732 TOTAL:	272.72
353733 06/10/2020 PRTD			8672 ALLSTREAM	240749	16858623	06/01/2020		06/07/20	786.54
Invoice: 16858623								CITYWIDE PHONE SVCS JUN 2020	
				786.54	41637891 542100			FIN - ALLOC TELEPHONE	
								CHECK 353733 TOTAL:	786.54
353734 06/10/2020 PRTD			6346 ALPHAGRAPHICS	240673	384895	05/20/2020		06/07/20	2,440.97
Invoice: 384895								EX/WA EMERGENCY BOOKLETS (2937)	
				2,440.97	31011256 542450			EX-GF-EMERG PREP-COMM OUTREACH	
								CHECK 353734 TOTAL:	2,440.97
353735 06/10/2020 PRTD			5947 ANDERSON TREE SERVIC	240695	602626090	05/26/2020		06/07/20	33.24
Invoice: 602626090								B&O PENATLY REFUND	
				33.24	01131 316100			B&O TAX	
								CHECK 353735 TOTAL:	33.24
353736 06/10/2020 PRTD			4710 ASSOCIATED PETROLEU	240658	0185064-IN	03/26/2020		06/07/20	239.05
Invoice: 0185064-IN								PW/90.2 GAL DIESEL	
				239.05	73638893 532000			O&M-FUEL USE-ALLOCATION	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 0185065-IN				240659	0185065-IN	03/26/2020	06/07/20	334.15
				334.15	73638932 532000	PW/254.3 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS		
						CHECK	353736 TOTAL:	573.20
353737	06/10/2020	PRTD	7821 AUS WEST LOCKBOX	240661	1991751325	05/14/2020	06/07/20	60.26
Invoice: 1991751325				60.26	73638893 589310	PW/LAUNDRY SERVICE LAUNDRY SERVICES		
353737	06/10/2020	PRTD	7821 AUS WEST LOCKBOX	240770	1991760017	05/21/2020	06/07/20	58.49
Invoice: 1991760017				58.49	73638893 531100	PW/LAUNDRY SERVICE OFFICE SUPPLIES		
						CHECK	353737 TOTAL:	118.75
353738	06/10/2020	PRTD	55 BI REVIEW SUBSCRIPTI	240743	BI-211645-2020	04/23/2020	06/07/20	96.00
Invoice: BI-211645-2020				96.00	21011125 549100	CRT/104 WEEKS SUBX RENEWAL COURT-DUES/SUBSCR/MEMBERSHIPS		
						CHECK	353738 TOTAL:	96.00
353739	06/10/2020	PRTD	55 SOUND PUBLISHING, IN	240662	7983084-2484939	04/30/2020	06/07/20	140.00
Invoice: 7983084-2484939				140.00	11011113 544000	CC/AD: CITY ADV GROUPS COUNCIL - LEGAL NOTICES		
353739	06/10/2020	PRTD	55 SOUND PUBLISHING, IN	240663	4983084-2488809	04/30/2020	06/07/20	1,449.75
Invoice: 4983084-2488809				1,449.75	31011572 54245001069	EX/AD: VOLUNTEER THANK YOU COVID19-OUTREACH		
353739	06/10/2020	PRTD	55 SOUND PUBLISHING, IN	240674	7983084-2486836	04/30/2020	06/07/20	420.00
Invoice: 7983084-2486836				420.00	11011113 544000	CC/AD: COUNCIL VACANCY COUNCIL - LEGAL NOTICES		
						CHECK	353739 TOTAL:	2,009.75
353740	06/10/2020	PRTD	55 SOUND PUBLISHING, IN	240664	BIR896585	04/17/2020	06/07/20	101.53
Invoice: BIR896585				101.53	11011113 544000	CC/ORD: 2020-10 COUNCIL - LEGAL NOTICES		
353740	06/10/2020	PRTD	55 SOUND PUBLISHING, IN	240665	BIR896603	04/17/2020	06/07/20	88.54
Invoice: BIR896603				88.54	11011113 544000	CC/ORD 2020-11 COUNCIL - LEGAL NOTICES		
353740	06/10/2020	PRTD	55 SOUND PUBLISHING, IN	240666	BIR897741	05/08/2020	06/07/20	79.10
Invoice: BIR897741				79.10	63470586 544000	PCD/NOA: PLN50453A CUR-DEV-ZONING-ADV		

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
Invoice: BIR897567				240676	BIR897567	05/01/2020		06/07/20	74.38
				74.38	11011113 544000	CC/ORD 2020-12			
						COUNCIL - LEGAL NOTICES			
Invoice: BIR897566				240677	BIR897566	05/01/2020		06/07/20	60.21
				60.21	11011113 544000	CC/ORD 2020-11			
						COUNCIL - LEGAL NOTICES			
Invoice: BIR897917				240744	BIR897917	05/08/2020		06/07/20	236.11
				236.11	72111421 54400001074	ENG/2020 ASPHALT PROJECT			
						2020 ASPHALT REPAIRS-ADV			
Invoice: BIR898348				240780	BIR898348	05/15/2020		06/07/20	77.92
				77.92	63470586 544000	PCD/NOA: BLD24534 GAF			
						CUR-DEV-ZONING-ADV			
						CHECK	353740	TOTAL:	717.79
353741	06/10/2020	PRTD	5412 BENEFIT ADMINISTRATI	240745	2005509	05/27/2020		06/07/20	247.50
						MAY 2020 HSA SERVICES			
Invoice: 2005509				27.23	21011125 520000	COURT - BENEFITS			
				44.55	31011131 520000	EX-GF-BEN			
				39.60	41011141 520000	FIN - C/E ADMIN BENEFITS			
				27.23	51011211 520000	PD-C/E ADMIN-BENEFITS			
				22.28	61011581 520000	PCD - C/E ADMIN BENEFITS			
				79.20	71011321 520000	PW - C/E BENEFITS			
				7.41	81011881 520000	IT - C/E ADMIN BENEFITS			
						CHECK	353741	TOTAL:	247.50
353742	06/10/2020	PRTD	5623 BHC CONSULTANTS	240667	0012169	05/15/2020		06/07/20	3,813.09
						NEW BROOKLYN SEWER BASIN STUDY			
Invoice: 0012169				3,813.09	72421355 54110001070	NEW BROOKLYN SWR BASIN-PRO SVC			
						CHECK	353742	TOTAL:	3,813.09
353743	06/10/2020	PRTD	50 BAINBRIDGE ISLAND EL	240668	20200031	05/15/2020		06/07/20	163.50
						PW/PW SHOP ELECTR RPR			
Invoice: 20200031				163.50	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
				240678	20200035	05/15/2020		06/07/20	169.98
						PW/FLOURIDE PUMP REPAIR			
Invoice: 20200035				169.98	73411345 548100	REPAIRS & MAINTENANCE			
						CHECK	353743	TOTAL:	333.48

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

353744	06/10/2020	PRTD	1341 BLUE SKY PRINTING	240696	390	05/21/2020		06/07/20	43.32	
	Invoice: 390					POL/BUSINESS CARDS: DAY				
				43.32	53011212 531100	PD-C/E-PATROL SUPPLIES				
						CHECK	353744	TOTAL:	43.32	
353745	06/10/2020	PRTD	360 BUILDERS FIRSTSOURCE	240679	81047493	05/15/2020		06/07/20	10.25	
	Invoice: 81047493					PW/HARDWARE				
				10.25	73431832 53110000664	ST DOE SSWM-SUPPLIES				
						CHECK	353745	TOTAL:	10.25	
353746	06/10/2020	PRTD	551 CENTURYLINK	240750	0399MAY20	05/23/2020		06/07/20	2,859.54	
	Invoice: 0399MAY20					CITYWIDE TELEMETRY & FAX SVCS				
				1,545.65	91425358 542100	GG-WWTP-TELEPHONE/FAX				
				751.91	91411891 542100	GG-WTR-FAC-PHONE				
				72.02	91011755 542100	GG-C/E-COMMONS-PHONE				
				145.68	91011189 542100	GG-C/E-CITY HALL-PHONE				
				219.69	91011897 542100	GG-C/E-O&M YARD FAC-PHONE				
				69.69	91011255 542100	GG-C/E-COURT BLDG-PHONE				
				54.90	91011215 542100	GG-C/E-PD-PHONE				
						CHECK	353746	TOTAL:	2,859.54	
353747	06/10/2020	PRTD	8253 CHS NORTHWEST	240698	38930/H	05/21/2020		06/07/20	912.24	
	Invoice: 38930/H					PW/SALT BAGS (98)				
				912.24	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES				
						CHECK	353747	TOTAL:	912.24	
353748	06/10/2020	PRTD	104 CITY OF BREMERTON	240699	BPD0002581	05/14/2020		06/07/20	400.00	
	Invoice: BPD0002581					POL/RANGE RENTAL				
				400.00	53011212 545000	POLICE - C/E PATROL RENTS				
						CHECK	353748	TOTAL:	400.00	
353749	06/10/2020	PRTD	8111 COMMUNITY SOLAR SOLU	240771	MAY20	06/01/2020		06/07/20	337.11	
	Invoice: MAY20					MAY 2020 SOLAR NET METERING				
				337.11	91011189 54500000627	CH SOLAR-NET METERING PYMTS				
						CHECK	353749	TOTAL:	337.11	
353750	06/10/2020	PRTD	142 COPIERS NORTHWEST IN	240680	INV2145076	05/22/2020		06/07/20	455.32	
	Invoice: INV2145076					EX,FIN/COPIER OVERAGE, LEASE				
				227.66	31011131 545000	EX-GF-RENTS & LEASES				

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

				227.66	41011141 545000			FIN - C/E ADMIN RENTS & LEASES		
								CHECK 353750 TOTAL:		455.32
353751	06/10/2020	PRTD	4950 CORRECT EQUIPMENT IN	240751	41640	05/22/2020		06/07/20		551.63
			Invoice: 41640					PW/GRINDER PUMP MAINT: PLEASANT BCH		
				551.63	73426355 54810000562			GRINDER PUMP MAINT CONTRACT		
				240752	41643	05/26/2020		06/07/20		1,309.99
			Invoice: 41643					PW/GRINDER PUMP MAINT: PLEASANT BCH		
				1,309.99	73426355 54810000562			GRINDER PUMP MAINT CONTRACT		
				240753	41637	05/22/2020		06/07/20		756.86
			Invoice: 41637					PW/GRINDER PUMP MAINT: GIDEON LN		
				756.86	73426355 54810000562			GRINDER PUMP MAINT CONTRACT		
								CHECK 353751 TOTAL:		2,618.48
353752	06/10/2020	PRTD	6101 E & S BRYAN INC	240746	2773	05/31/2020		06/07/20		330.00
			Invoice: 2773					FIN/CAFR BUDGET SCHEDULE REPORTS		
				330.00	41011141 541100			FIN - C/E ADMIN PROF SERVICES		
								CHECK 353752 TOTAL:		330.00
353753	06/10/2020	PRTD	6363 LN CURTIS & SONS	240700	INV389344	05/15/2020		06/07/20		456.83
			Invoice: INV389344					POL/UNIFORMS: CHIEF CLARK		
				456.83	51011211 520000			PD-C/E ADMIN-BENEFITS		
				240701	INV389487	05/15/2020		06/07/20		637.61
			Invoice: INV389487					POL/UNIFORMS: CHIEF CLARK		
				637.61	51011211 520000			PD-C/E ADMIN-BENEFITS		
								CHECK 353753 TOTAL:		1,094.44
353754	06/10/2020	PRTD	7016 CUSTOM PRINTING	240681	9293	05/15/2020		06/07/20		69.22
			Invoice: 9293					PCD/BUS CARDS: PETER BEST		
				69.22	63470588 549500			CUR-DEV PLAN-COPIES/PRINTING		
								CHECK 353754 TOTAL:		69.22
353755	06/10/2020	PRTD	7144 DTMICRO, INC	240682	5000	05/15/2020		06/07/20		136.25
			Invoice: 5000					POL NETWORK CONNECT TO KC		
				136.25	91011215 542100			GG-C/E-PD-PHONE		
								CHECK 353755 TOTAL:		136.25

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

INVOICE DTL DESC								
353756	06/10/2020	PRTD 9483 EAGLE PIPE & MECHANI	240702	603296199	05/26/2020		06/07/20	5.00
		Invoice: 603296199			B&O PENALTY REFUND			
			5.00	01131 316100	B&O TAX			
						CHECK	353756 TOTAL:	5.00
353757	06/10/2020	PRTD 4745 EFFICIENCY INC	240754	635620	05/30/2020		06/07/20	840.39
		Invoice: 635620			IT/FTR SOFTWARE MAINT			
			840.39	81011881 548500	IT - C/E COMPUTER SUPPORT			
						CHECK	353757 TOTAL:	840.39
353758	06/10/2020	PRTD 705 FCS GROUP	240683	3153-22005064	05/15/2020		06/07/20	4,548.75
		Invoice: 3153-22005064			100% FEE COST RECOVERY STUDY			
			4,548.75	61470581 541100	PCD - DEV ADMIN PROF SERVICES			
						CHECK	353758 TOTAL:	4,548.75
353759	06/10/2020	PRTD 216 FEDERAL EXPRESS CORP	240703	7-018-11232	05/22/2020		06/07/20	28.25
		Invoice: 7-018-11232			IT/ADAPTER TO MARK EPSTEIN			
			28.25	81011881 54250001069	COVID19-POSTAGE/SHIPPING			
						CHECK	353759 TOTAL:	28.25
353760	06/10/2020	PRTD 9352 FRONTIER PRECISION,	240685	210054	03/09/2020		06/07/20	4,340.16
		Invoice: 210054			ENG/GIS RECEIVERS			
			2,170.08	72421351 535500	ENG-SWR-ADMIN-PC PARTS & EQUIP			
			2,170.08	72431831 535500	ENG-SSWM-ADM-PC PARTS & EQUIP			
						CHECK	353760 TOTAL:	4,340.16
353761	06/10/2020	PRTD 9487 GDN, LLC	240704	PLN50525 SPT	05/28/2020		06/07/20	4,051.68
		Invoice: PLN50525 SPT			PLN50525 SPT CASH IN LIEU OF BOND			
			4,051.68	41621860 586000	PLANS DEPOSIT-OUT			
						CHECK	353761 TOTAL:	4,051.68
353762	06/10/2020	PRTD 9485 KATE GORMLEY	240705	603520749	05/27/2020		06/07/20	65.00
		Invoice: 603520749			BUS LIC CANCELLED			
			65.00	01132 321901	BUS LIC REV FROM STATE BLS			
						CHECK	353762 TOTAL:	65.00

CASH ACCOUNT: 635 111100 CASH			VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL DESC			
353763	06/10/2020	PRTD 513 GRAINGER	240686	9526016952	05/07/2020		06/07/20	30.19
		Invoice: 9526016952			PW/BARRICADE TAPE			
			30.19	73011252 53110001069	COVID19-SUPPLIES			
		Invoice: 9538902678	240706	9538902678	05/21/2020		06/07/20	123.94
					PW/CELLING SHUTTER MOTOR PACK			
			123.94	73411345 531100	OFFICE SUPPLIES			
					CHECK	353763	TOTAL:	154.13
353764	06/10/2020	PRTD 2096 GRAY & OSBORNE INC	240755	19648.00-7	05/26/2020	21700158	06/07/20	3,120.41
		Invoice: 19648.00-7			WATER SYSTEM DESIGN IMPRVMENTS			
			3,120.41	72413434 64110000819	WATER IMPR PROJECTS 2017-ENG			
					CHECK	353764	TOTAL:	3,120.41
353765	06/10/2020	PRTD 252 H.D. FOWLER COMPANY	240708	C501174	05/13/2020		06/07/20	-515.92
		Invoice: C501174			PW/COUPLING RETURN			
			-515.92	73425358 531100	O&M-WWTP-SUPPLIES			
		Invoice: I5457219	240709	I5457219	05/08/2020		06/07/20	515.92
					PW/COUPLINGS			
			515.92	73425358 531100	O&M-WWTP-SUPPLIES			
		Invoice: I5461991	240710	I5461991	05/13/2020		06/07/20	322.20
					PW/WWTP MX SUPPLIES			
			322.20	73425358 531100	O&M-WWTP-SUPPLIES			
					CHECK	353765	TOTAL:	322.20
353766	06/10/2020	PRTD 253 HACH COMPANY	240687	11950505	05/07/2020		06/07/20	766.87
		Invoice: 11950505			PW/FLOURIDE			
			766.87	73411345 531100	OFFICE SUPPLIES			
					CHECK	353766	TOTAL:	766.87
353767	06/10/2020	PRTD 8027 INFORMATION STATION	240711	007-2001-E	05/19/2020		06/07/20	321.10
		Invoice: 007-2001-E			EX/RENT: FINAL			
			321.10	31011256 54500000830	EMERG AM RADIO STATION-RENTS			
					CHECK	353767	TOTAL:	321.10
353768	06/10/2020	PRTD 2501 INTERNATIONAL CODE C	240747	1001195654	05/20/2020		06/07/20	69.00
		Invoice: 1001195654			PCD/ONLINE STUDY EXAM: TODD C.			
			69.00	62471594 443410	BLDG - BLDG TRAINING TRAVEL			

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 353768 TOTAL:	69.00
353769	06/10/2020	PRTD	9359 INTEGRAL CONSULTING	240756	0018024	05/26/2020		06/07/20	7,855.79
			Invoice: 0018024			MANAGE SAMPLING DATA FOR WQFM			
				7,855.79	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS			
			Invoice: 0018025			MANAGE SAMPLING DATA FOR WQFM			
				293.82	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS			
								CHECK 353769 TOTAL:	8,149.61
353770	06/10/2020	PRTD	338 KITSAP COUNTY SHERIF	240759	20200009	03/20/2020		06/07/20	5,219.81
			Invoice: 20200009			POL/PRISONER BOARD: FEB			
				5,219.81	51011236 551000	POLICE - C/E PRISONER DETENT'N			
								CHECK 353770 TOTAL:	5,219.81
353771	06/10/2020	PRTD	338 KITSAP COUNTY CORREC	240760	20200025	05/18/2020		06/07/20	125.05
			Invoice: 20200025			POL/PRISONER BOARD: APR			
				125.05	51011236 551000	POLICE - C/E PRISONER DETENT'N			
								CHECK 353771 TOTAL:	125.05
353772	06/10/2020	PRTD	1355 KITSAP COUNTY DEM	240713	DEM-20-0519	05/19/2020		06/07/20	22,000.00
			Invoice: DEM-20-0519			EX/2020 E-MGMT SVCS			
				22,000.00	31011256 541100	EX-GF-EMERG PREP-PROF SVCS			
								CHECK 353772 TOTAL:	22,000.00
353773	06/10/2020	PRTD	1971 KELLEY CONNECT	240715	IN654855	03/19/2020		06/07/20	1,112.52
			Invoice: IN654855			ENG/COPIER OVERAGES			
				1,112.52	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
								CHECK 353773 TOTAL:	1,112.52
353774	06/10/2020	PRTD	1971 KELLEY CONNECT	240714	27096813	05/22/2020		06/07/20	312.16
			Invoice: 27096813			ENG/COPIER LEASE			
				312.16	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
			Invoice: 26712441			ENG/COPIER LEASE			
				312.16	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			

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 353774 TOTAL:	624.32
353775	06/10/2020	PRTD	694 KITSAP PUD #1	240761	MAR20-MAY20	05/16/2020		06/07/20	40.41
			Invoice: MAR20-MAY20						
				40.41	91011768 547500				
								CHECK 353775 TOTAL:	40.41
353776	06/10/2020	PRTD	8727 KNOWBE4, INC.	240716	INV91792	05/21/2020		06/07/20	1,563.47
			Invoice: INV91792						
				1,563.47	81011881 443410				
								CHECK 353776 TOTAL:	1,563.47
353777	06/10/2020	PRTD	8375 MOORE IACOFANO GOLTS	240762	64505	05/29/2020		06/07/20	1,347.70
			Invoice: 64505						
				1,347.70	72334951 66300300596				
				240763	64506	05/29/2020		06/07/20	210.00
			Invoice: 64506						
				210.00	72334951 66300300596				
								CHECK 353777 TOTAL:	1,557.70
353778	06/10/2020	PRTD	9480 NEWALEN LLC	240717	1626	05/25/2020		06/07/20	8,257.50
			Invoice: 1626						
				8,257.50	55011757 54110000159				
								CHECK 353778 TOTAL:	8,257.50
353779	06/10/2020	PRTD	9484 LEIGH NOFFSINGER	240718	603076604	05/27/2020		06/07/20	12.72
			Invoice: 603076604						
				12.72	01131 316100				
								CHECK 353779 TOTAL:	12.72
353780	06/10/2020	PRTD	2430 OGDEN MURPHY WALLACE	240719	838907	05/22/2020		06/07/20	46,090.80
			Invoice: 838907						
				189.00	32470152 54111100844				
				1,701.00	32470152 54111100893				
				9,779.20	32011152 54111101021				
				157.50	32011152 54111101047				
				756.00	32470152 54111101059				
				7,593.10	32470152 54111101067				
				2,709.00	32470152 54111101078				
				378.00	32011152 54111001020				

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

INVOICE DTL DESC

557.50	32011152	54111001046	LGL-PSE FRANCHISE
1,512.00	32011152	5411110	LGL-GF-LEGAL ADVICE
315.00	32470152	54111100896	LIT-BAINBRIDGE ALLIANCE
18,364.50	32470152	54111100897	PRES RESP SHORE (CT OF APPEALS)
2,079.00	32470152	54111401071	HEX-CENTRAL HIGHLANDS (OMW)

CHECK 353780 TOTAL: 46,090.80

353781 06/10/2020 PRD 4111 OLYMPIC SPRINGS INC 240764 329346 05/31/2020 06/07/20 80.17
 Invoice: 329346

69.32	51011215	531100	POL/PURIFIED WATER
10.85	51011215	545000	POLICE - C/E FACIL SUPPLIES
			POLICE - C/E FACIL RENTS

240772 329838 05/31/2020 06/07/20 34.66
 Invoice: 329838

34.66	51011215	531100	POL/PURIFIED WATER
			POLICE - C/E FACIL SUPPLIES

CHECK 353781 TOTAL: 114.83

353782 06/10/2020 PRD 7925 OMNIPARK, INC 240773 121671 06/01/2020 06/07/20 379.32
 Invoice: 121671

379.32	51011217	548500	POL/PARKING SYSTEM SUPPORT
			PD-C/E-PARKING ENF-COMP SUPPOR

CHECK 353782 TOTAL: 379.32

353783 06/10/2020 PRD 9482 PLATINUM WASH 360, L 240720 604136812 05/27/2020 06/07/20 5.00
 Invoice: 604136812

5.00	01131	316100	B&O PENALTY REFUND
			B&O TAX

CHECK 353783 TOTAL: 5.00

353784 06/10/2020 PRD 9349 PROPANE NORTHWEST 240721 1501575508 05/20/2020 06/07/20 392.77
 Invoice: 1501575508

392.77	91011897	547200	PW/403.8 GAL PROPANE
			GG-C/E-O&M YARD FAC-PROPANE

CHECK 353784 TOTAL: 392.77

353785 06/10/2020 VOID 1205 PUGET SOUND ENERGY Invoice: .00

*PSE payment printed
 w/ 20 invoices per check
 limit in error.*

CHECK 353785 TOTAL: .00

353786 06/10/2020 VOID 1205 PUGET SOUND ENERGY Invoice: .00

*Voided all 4 (353785-353788)
 to reprint on single check.*

CASH ACCOUNT:	635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
								CHECK 353786 TOTAL:		.00
353787	06/10/2020	VOID	1205 PUGET SOUND ENERGY							.00
	Invoice:									
								CHECK 353787 TOTAL:		.00
353788	06/10/2020	VOID	1205 PUGET SOUND ENERGY							.00
	Invoice:									
								CHECK 353788 TOTAL:		.00
353789	06/10/2020	PRTD	7563 PUMPTECH INC	240722	0157167-IN	05/18/2020		06/07/20		670.09
	Invoice: 0157167-IN									
				670.09	73411345	531100		PW/COOLING FANS, BELLOWS PUMP		
								OFFICE SUPPLIES		
								CHECK 353789 TOTAL:		670.09
353790	06/10/2020	PRTD	9457 QUAKEHOLD INDUSTRIAL	240723	16557	04/03/2020		06/07/20		4,103.85
	Invoice: 16557									
				4,103.85	31011252	53110001069		EX/MASKS (2500)		
								COVID19-SUPPLIES		
								CHECK 353790 TOTAL:		4,103.85
353791	06/10/2020	PRTD	8745 RELIABLE STORAGE BAI	240776	37037	06/01/2020		06/07/20		320.00
	Invoice: 37037									
				320.00	53011212	545000		POL/STORAGE UNIT J28		
								POLICE - C/E PATROL RENTS		
								CHECK 353791 TOTAL:		320.00
353792	06/10/2020	PRTD	6180 SCE INC	240777	20003-1692	06/01/2020		06/07/20		3,176.00
	Invoice: 20003-1692									
				3,176.00	72433438	64110000231		ENG/ANNUAL DRAINAGE PRGM		
								ANN DRAIN PRG-CAP P SVCS/DES		
								CHECK 353792 TOTAL:		3,176.00
353793	06/10/2020	PRTD	7385 CHARLES P. SHANE	240724	002484	05/18/2020		06/07/20		50.25
	Invoice: 002484									
				50.25	32011281	541113		CRT/PUB DEF SVCS: BERNAL		
								LGL-PUBLIC DEFENDER		
								CRT/PUB DEF SVCS: HERNANDEZ, MICHAELS		
								LGL-PUBLIC DEFENDER		
								CHECK 353793 TOTAL:		50.25
								CHECK 353794 TOTAL:		250.00

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 353793 TOTAL:	300.25
353794	06/10/2020	PRTD	4689 SITESTAR.NET	240779	136831	06/01/2020		06/07/20	6,170.00
			Invoice: 136831					IT/INTERNET CONNECTIONS: WAN, ISP	
				6,170.00	81011881 548500			IT - C/E COMPUTER SUPPORT	
								CHECK 353794 TOTAL:	6,170.00
353795	06/10/2020	PRTD	8040 SOLENIS LLC	240726	131628916	05/07/2020		06/07/20	4,468.02
			Invoice: 131628916					PW/PRAESTOL	
				4,468.02	73425358 531100			O&M-WWTP-SUPPLIES	
								CHECK 353795 TOTAL:	4,468.02
353796	06/10/2020	PRTD	9486 MARK W MEROD	240781	20142	05/22/2020		06/07/20	500.00
			Invoice: 20142					POL/APPLICANT POLYGRAPHS	
				500.00	52011212 541100			POLICE - C/E INVEST PROF SVCS	
								CHECK 353796 TOTAL:	500.00
353797	06/10/2020	PRTD	8132 SPECTRA LABORATORIES	240727	20-02942	05/18/2020		06/07/20	114.00
			Invoice: 20-02942					PW/BOD TESTING	
				114.00	73425358 54110000391			LAB & TESTING SVCS-WWTP	
								CHECK 353797 TOTAL:	114.00
353798	06/10/2020	PRTD	7164 RAY AND HELEN STEVEN	240728	07/04/20	05/18/2020		06/07/20	25.00
			Invoice: 07/04/20					EVENT PERMIT REFUND	
				25.00	01132 321300			GF-FIREWORKS/SPEC EVENT PERMIT	
								CHECK 353798 TOTAL:	25.00
353799	06/10/2020	PRTD	9233 STRIVE PHYSICAL REHA	240729	05/19/20	05/19/2020		06/07/20	275.00
			Invoice: 05/19/20					POL/PHYS ASSESSMENT: DM	
				275.00	53011212 541100			POLICE - C/E PATROL PROF SVCS	
								CHECK 353799 TOTAL:	275.00
353800	06/10/2020	PRTD	5730 SUMMIT LAW GROUP	240730	113427	05/18/2020		06/07/20	4,576.00
			Invoice: 113427					LEGAL/PROF SVCS APR 2020	
				363.00	32011152 54111000274			LGL-LABOR NEGOTIATIONS	
				2,739.00	32011152 54111000870			LGL-HR (NON-BARGAINING)	
				1,474.00	32011152 54111001069			COVID19-LEGAL ADVICE	

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 353800 TOTAL:	4,576.00
353801	06/10/2020	PRTD	6714 TOSHIBA FINANCIAL SE	240731	27046703	05/14/2020		06/07/20	249.81
			Invoice: 27046703			PW/COPIER LEASE			
				249.81	73637891 545000	RENTS & LEASES - OPERATING			
				240783	27096812	05/22/2020		06/07/20	188.58
			Invoice: 27096812			CRT/COPIER LEASE			
				188.58	21011125 545000	COURT - RENTS & LEASES - OPER			
								CHECK 353801 TOTAL:	438.39
353802	06/10/2020	PRTD	1152 USA BLUE BOOK	240732	225702	05/04/2020		06/07/20	476.47
			Invoice: 225702			PW/CABLY ASSY, DO MODULE			
				476.47	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK 353802 TOTAL:	476.47
353803	06/10/2020	PRTD	499 WESTBAY AUTO PARTS I	240734	540803	05/12/2020		06/07/20	10.66
			Invoice: 540803			POL/SOCKETS (3)			
				10.66	53011212 531100	PD-C/E-PATROL SUPPLIES			
				240735	541092	05/12/2020		06/07/20	7.67
			Invoice: 541092			POL/CAPSULE			
				7.67	53011212 531100	PD-C/E-PATROL SUPPLIES			
				240736	541147	05/13/2020		06/07/20	103.87
			Invoice: 541147			PW/FILTERS			
				103.87	990 141100	MERCHANDISE			
				240737	541413	05/14/2020		06/07/20	65.33
			Invoice: 541413			PW/BLUE DEF			
				65.33	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
								CHECK 353803 TOTAL:	187.53
353804	06/10/2020	PRTD	7175 WINERY ALLIANCE OF B	240739	925	05/31/2020		06/07/20	3,633.13
			Invoice: 925			2020 LTAC (WINE ON THE ROCK EV			
				3,633.13	91140573 541100	GG-TOUR-PROF SERVICES			
								CHECK 353804 TOTAL:	3,633.13
353805	06/10/2020	PRTD	6920 COMCAST	240784	JUN20	05/20/2020		06/07/20	11.28
			Invoice: JUN20			POL/HD CONVERTER BOX			
				11.28	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 353805 TOTAL:	11.28
353806	06/10/2020	PRTD	7450 XYLEM WATER SOLUTION	240740	3556B21924	05/15/2020		06/07/20	782.20
			Invoice: 3556B21924						
				782.20	73425358 531100				
								CHECK 353806 TOTAL:	782.20
353807	06/10/2020	PRTD	1205 PUGET SOUND ENERGY	240774	CITY HALL MAY20	06/01/2020		06/07/20	2,014.64
			Invoice: CITY HALL MAY20						
				2,014.64	91011189 547100				
GG-C/E-CITY HALL-ELECTRIC									
240785	828MAY20					06/01/2020		06/07/20	172.34
			Invoice: 828MAY20						
				172.34	91415345 547100				
TAYLOR WELLS LID17 PH1 GG-ROCKAWAY BCH-UTILITIES									
240786	IL3MAY20					06/01/2020		06/07/20	29.36
			Invoice: IL3MAY20						
				29.36	91111263 547100				
ROUNDAABOUT HS/MADISON IMPR GG-STRT-STREET LIGHTING-UTIL									
240787	647MAY20					06/01/2020		06/07/20	44.83
			Invoice: 647MAY20						
				44.83	91111263 547100				
ST LIGHTS/TRAFFIC CONTR GG-STRT-STREET LIGHTING-UTIL									
240788	IL9MAY20					06/01/2020		06/07/20	107.19
			Invoice: IL9MAY20						
				107.19	91111263 547100				
MADISON AVE S GG-STRT-STREET LIGHTING-UTIL									
240789	285MAY20					06/01/2020		06/07/20	218.70
			Invoice: 285MAY20						
				218.70	91421355 547100				
SPS NORTHTOWN/SPORTSMAN GG-SWR-ELECTRIC									
240790	735MAY20					06/01/2020		06/07/20	52.19
			Invoice: 735MAY20						
				52.19	91011768 547100				
SHANNON DR/WFP DOCK GG-C/E-PARKS-ELECTRIC									
240791	182MAY20					06/01/2020		06/07/20	50.68
			Invoice: 182MAY20						
				50.68	91011255 547100				
MUNI COURT METER E6 GG-C/E-COURT BLDG-ELECTRIC									
240792	058MAY20					06/01/2020		06/07/20	37.61
			Invoice: 058MAY20						
				37.61	91011897 547100				
NE HIDDEN COVE GG-C/E-O&M YARD FAC-ELECTRIC									
240793	973MAY20					06/01/2020		06/07/20	55.88
			Invoice: 973MAY20						
				55.88	91415345 547100				
OC RESERVOIR LID17 PH2 GG-ROCKAWAY BCH-UTILITIES									
240794	558MAY20					06/01/2020		06/07/20	1,956.46
			Invoice: 558MAY20						
NE HIDDEN COVE RD									

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			
				1,956.46	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 336MAY20				240795	336MAY20	06/01/2020		06/07/20	103.42
				103.42	91421355 547100	SLS-9 ISLAND TERRACE GG-SWR-ELECTRIC			
Invoice: IL11MAY20				240796	IL11MAY20	06/01/2020		06/07/20	20.62
				20.62	91111263 547100	ST LIGHTS WW MAD TO 305 GG-STRT-STREET LIGHTING-UTIL			
Invoice: 520-330MAY20				240797	520-330MAY20	06/01/2020		06/07/20	29.81
				29.81	91011768 547100	210 WINSLOW WAY IRRIG GG-C/E-PARKS-ELECTRIC			
Invoice: 823MAY20				240798	823MAY20	06/01/2020		06/07/20	10.43
				10.43	91011768 547100	BRIEN DR N/BOOTH EL PANEL GG-C/E-PARKS-ELECTRIC			
Invoice: 682-B-MAY20				240799	682-B-MAY20	06/01/2020		06/07/20	28.68
				28.68	91111263 547100	MUNI PARKING LOT-MADISON/MADRONA GG-STRT-STREET LIGHTING-UTIL			
Invoice: 736MAY20				240801	736MAY20	06/01/2020		06/07/20	63.27
				63.27	91011768 547100	SHANNON DR/WFP RESTROOM GG-C/E-PARKS-ELECTRIC			
Invoice: 040-581MAY20				240802	040-581MAY20	06/01/2020		06/07/20	125.47
				125.47	91421355 547100	3900 HALLS HILL RD PUMP GG-SWR-ELECTRIC			
Invoice: 884MAY20				240803	884MAY20	06/01/2020		06/07/20	97.62
				97.62	91421355 547100	SLS FERRY TERMINAL GG-SWR-ELECTRIC			
Invoice: 111MAY20				240804	111MAY20	06/01/2020		06/07/20	361.96
				361.96	91011215 547100	POL STATION METER 2 GG-C/E-PD-ELECTRIC			
Invoice: 717MAY20				240805	717MAY20	06/01/2020		06/07/20	163.37
				163.37	91011215 547100	POL STATION METER 1 GG-C/E-PD-ELECTRIC			
Invoice: 520-374MAY20				240806	520-374MAY20	06/01/2020		06/07/20	53.38
				53.38	91111264 547100	SIGNAL @ 108 YL DR SE GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 520-136MAY20				240808	520-136MAY20	06/01/2020		06/07/20	923.27
				923.27	91411345 547100	HOB BOOSTER PUMP/WELL GG-WTR-ELECTRIC			
Invoice: IL5MAY20				240809	IL5MAY20	06/01/2020		06/07/20	98.24
				COMMODORE OFF HS @ OLYMPIC					

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

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NUMBER OF CHECKS 78 *** CASH ACCOUNT TOTAL *** 192,776.42

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	74	192,776.42
TOTAL VOIDED CHECKS	4	.00

*** GRAND TOTAL *** 192,776.42

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
			EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2020	6	23									
APP 401-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		13,353.13	
								AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100			06/10/2020	06/07/20	061020			CASH			192,776.42
								AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000			06/10/2020	06/07/20	061020			GENERAL - ACCOUNTS PAYABLE		84,690.79	
								AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		6,020.04	
								AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		24,101.31	
								AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000			06/10/2020	06/07/20	061020			STREETS - ACCOUNTS PAYABLE		5,858.70	
								AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		10,855.48	
								AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		38,550.59	
								AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		4,051.68	
								AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		1,557.70	
								AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000			06/10/2020	06/07/20	061020			ACCOUNTS PAYABLE		103.87	
								AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000			06/10/2020	06/07/20	061020			CIVIC IMPR - ACCOUNTS PAYABLE		3,633.13	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										192,776.42	192,776.42
APP 631-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING		181,920.94	
APP 401-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			13,353.13
APP 001-130000			06/10/2020	06/07/20	061020			GENERAL - DUE TO/FROM CLEARING			84,690.79
APP 403-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			6,020.04
APP 402-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			24,101.31
APP 101-130000			06/10/2020	06/07/20	061020			STREETS - DUE TO/FROM CLEARING			5,858.70
APP 407-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			38,550.59
APP 622-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			4,051.68
APP 301-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			1,557.70
APP 901-130000			06/10/2020	06/07/20	061020			DUE TO/FROM CLEARING			103.87

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	06/10/2020	06/07/20	061020						
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G			3,633.13
	06/10/2020	06/07/20	061020						
						SYSTEM GENERATED ENTRIES TOTAL		181,920.94	181,920.94
						JOURNAL 2020/06/23	TOTAL	374,697.36	374,697.36

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2020	6	23	06/10/2020		
001-130000				GENERAL - DUE TO/FROM CLEARING		84,690.79
001-213000				GENERAL - ACCOUNTS PAYABLE	84,690.79	
				FUND TOTAL	84,690.79	84,690.79
101 STREET FUND	2020	6	23	06/10/2020		
101-130000				STREETS - DUE TO/FROM CLEARING		5,858.70
101-213000				STREETS - ACCOUNTS PAYABLE	5,858.70	
				FUND TOTAL	5,858.70	5,858.70
104 CIVIC IMPROVEMENT FUND	2020	6	23	06/10/2020		
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		3,633.13
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	3,633.13	
				FUND TOTAL	3,633.13	3,633.13
301 CAPITAL CONSTRUCTION FUND	2020	6	23	06/10/2020		
301-130000				DUE TO/FROM CLEARING		1,557.70
301-213000				ACCOUNTS PAYABLE	1,557.70	
				FUND TOTAL	1,557.70	1,557.70
401 WATER OPERATING FUND	2020	6	23	06/10/2020		
401-130000				DUE TO/FROM CLEARING		13,353.13
401-213000				ACCOUNTS PAYABLE	13,353.13	
				FUND TOTAL	13,353.13	13,353.13
402 SEWER OPERATING FUND	2020	6	23	06/10/2020		
402-130000				DUE TO/FROM CLEARING		24,101.31
402-213000				ACCOUNTS PAYABLE	24,101.31	
				FUND TOTAL	24,101.31	24,101.31
403 STORM & SURFACE WATER FUND	2020	6	23	06/10/2020		
403-130000				DUE TO/FROM CLEARING		6,020.04
403-213000				ACCOUNTS PAYABLE	6,020.04	
				FUND TOTAL	6,020.04	6,020.04
407 BUILDING & DEVELOPMENT FUND	2020	6	23	06/10/2020		
407-130000				DUE TO/FROM CLEARING		38,550.59
407-213000				ACCOUNTS PAYABLE	38,550.59	
				FUND TOTAL	38,550.59	38,550.59
622 EXPENDABLE TRUST FUND	2020	6	23	06/10/2020		

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000				DUE TO/FROM CLEARING		4,051.68
622-213000				ACCOUNTS PAYABLE	4,051.68	
FUND TOTAL					4,051.68	4,051.68
631 CLEARING FUND	2020 6	23	06/10/2020			
631-130000				DUE TO/FROM CLEARING	181,920.94	
631-213000				ACCOUNTS PAYABLE	10,855.48	
635-111100				CASH		192,776.42
FUND TOTAL					192,776.42	192,776.42
901 CITY-WIDE REPORTING FUND	2020 6	23	06/10/2020			
901-130000				DUE TO/FROM CLEARING		103.87
901-213000				ACCOUNTS PAYABLE	103.87	
FUND TOTAL					103.87	103.87

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

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		84,690.79
101 STREET FUND		5,858.70
104 CIVIC IMPROVEMENT FUND		3,633.13
301 CAPITAL CONSTRUCTION FUND		1,557.70
401 WATER OPERATING FUND		13,353.13
402 SEWER OPERATING FUND		24,101.31
403 STORM & SURFACE WATER FUND		6,020.04
407 BUILDING & DEVELOPMENT FUND		38,550.59
622 EXPENDABLE TRUST FUND		4,051.68
631 CLEARING FUND	181,920.94	
901 CITY-WIDE REPORTING FUND		103.87

	TOTAL	-----
	181,920.94	181,920.94

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME:

AGENDA ITEM: Special City Council Meeting Minutes, May 19, 2020

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Special City Council Meeting Minutes May 19, 2020.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING
TUESDAY, MAY 19, 2020

MEETING MINUTES

1) **CALL TO ORDER/ROLL CALL**

Deputy Mayor Nassar called the meeting to order at 5:01 p.m. on the Zoom webinar platform.

Mayor Schneider, Deputy Mayor Nassar, and Councilmembers Carr, Deets, Hytopoulos, Medina and Pollock participated in the video conference.

2) **APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE**

Councilmember Deets added a discussion of the Grow Avenue Safe Streets Pilot Project. Councilmember Hytopoulos asked to switch the order of 9.A and 9.B. The agenda was approved as amended. There were no conflicts of interest disclosed.

3) **PUBLIC COMMENT**

Sal DeRosalia commented on assistance to local businesses.

4) **MAYOR'S REPORT**

Mayor Schneider shared a story about a personal protection equipment (PPE) delivery to the United States from Turkey, and Governor Inslee's new criteria for requesting a variance.

5) **CITY MANAGER'S REPORT**

City Manager Smith reported on the City's advisory groups vacancies and the deceased gray whale in Murden Cove.

6) **FUTURE COUNCIL AGENDAS**

6.A Future Council Agendas

Cover Page

May 26 Special City Council Meeting.docx

June 2 City Council Study Session.docx

June 9 City Council Regular Business Meeting.docx

June 16 City Council Study Session.docx

June 23 City Council Regular Business Meeting .docx

Council discussed the timing of a joint meeting of the Council and Planning Commission in June. The meeting will be June 22, 2020 pending confirmation of availability from Planning Commissioners. Councilmember Hytopoulos asked to place a discussion on next steps for the Ethics Program on the May 26, 2020 agenda, and Council concurred.

7) UNFINISHED BUSINESS

7.A 2020 Fiscal Impacts and Revenue and Expenses Forecasts - Executive

[Cover Page](#)

[COVID-19 Fiscal Impacts to 2020 Budget - May 19 CC Update.pdf](#)

City Manager Smith introduced the agenda item.

MOTION I move to authorize the City Manager to pursue the approach proposed as part of this agenda item to address emerging fiscal impacts to the 2020 budget.

Deets/Pollock The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

7.B Impacts to 2020 Citywide Workplan Priorities - Executive

[Cover Page](#)

[Impacts to 2020 Citywide Workplan Priorities.pdf](#)

City Manager Smith introduced the agenda item.

MOTION: I move to authorize the City Manager to make the proposed adjustments to the City's 2020 Citywide Workplan Priorities as described with this agenda item.

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

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

7.C Sportsman Club/New Brooklyn Intersection Improvements Grant Acceptance and Budget Amendment - Public Works

[Cover Page](#)

[2020-03-19 Sportsman New Brooklyn Intersection Memo.pdf](#)

[BAIN_31 Revised_Concept.pdf](#)

[Sportsman_NB Presentation.pptx](#)

Public Works Director Wierzbicki provided a presentation on the project.

MOTION: I move to forward, for approval with the May 26, 2020 Consent Agenda, authorization for the City Manager to accept a revised federal transportation grant award for the Sportsman Club/New Brooklyn Intersection Improvements Project in the amount of \$400,000 and to prepare a 2nd quarter general fund budget amendment for \$126,756 to complete the required project match.

Deets/Pollock: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

7.D Wyatt Way Reconstruction Design Professional Services Agreement Amendment No. 5 - Public Works

[Cover Page](#)
[Wyatt Way PSA Amendment No 5.docx](#)
[Wyatt Way PSA Amend5 Scope of Work.pdf](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward Amendment No. 5 to the Professional Services Agreement for Wyatt Way Reconstruction Project Design for approval with the May 26, 2020 Consent Agenda.
Deets/Pollock: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

7E. Safe Streets Pilot Program on Grow Avenue [Added]

Councilmember Deets provided an update on the Safe Streets pilot program on Grow Avenue. Council had no objection to the continuance of the pilot project

8) **NEW BUSINESS**

8.A Cooper Creek Fish Barrier Removal Grant Opportunity - Public Works

[Cover Page](#)
[FBRB Full Submittal Packet_Cooper Creek.pdf](#)
[Stormwater CIP_2019-21 Budget.pdf](#)
[Cooper Creek Presentation.pptx](#)

Public Works Director Wierzbicki provided a presentation on the project.

MOTION: I move to forward authorization for the City Manager to apply for a Brian Abbot Fish Barrier Removal Grant to support the Cooper Creek Fish Barrier Removal Project for approval with the May 26, 2020 Consent Agenda.

Deets/Pollock: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

Deputy Mayor Nassar adjourned the meeting for a break at 7:14 p.m. and reconvened the meeting at 7:22 p.m. Councilmember Hytopoulos moved and Councilmember Deets seconded to return the Council Discussion agenda items to the original order. The motion passed unanimously, 7-0.

9) COUNCIL DISCUSSION

9.A Review Council Liaison Appointments to Local and City Committees - Mayor Schneider

[Cover Page](#)

[2020 Council Assignments](#)

Mayor Schneider introduced the agenda item. Mayor Schneider will be on the Kitsap Regional Coordinating Council (KRCC) Executive Board, and Councilmember Carr will fill the remaining vacant positions.

9.B FAQ on Executive Sessions - City Attorney

[Cover Page](#)

City Attorney Levan provided a presentation on executive sessions and addressed Council's questions.

9.C Policy for Councilmember Communication with City Advisory Groups - Mayor Schneider

[Cover Page](#)

Council discussed a policy for communication with advisory groups.

9.D Resolution on COVID-19 and Democracy - Deputy Mayor Nassar

[Cover Page](#)

[Resolution on Covid and Democracy 5.11.20.docx](#)

Deputy Mayor Nassar introduced the resolution, and Council discussed it, including the possibility of presenting it as a proclamation.

10) COMMITTEE REPORTS

Councilmember Deets and Mayor Schneider reported on their office hours. Councilmember Hytopoulos noted that she attended the first Planning Commission meeting since the pandemic started. Deputy Mayor Nassar reported on her meeting with residents regarding the Winslow Hotel.

11) FOR THE GOOD OF THE ORDER

Councilmember Deets raised the issue of encouraging the wearing of masks in public. Councilmember Medina mentioned an idea to assist local businesses.

12) ADJOURNMENT

Deputy Mayor Nassar adjourned the meeting at 10:15 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME:

AGENDA ITEM: Special City Council Meeting Minutes, May 26, 2020

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Special City Council Meeting Minutes May 26, 2020.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING
TUESDAY, MAY 26, 2020

MEETING MINUTES

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

Mayor Schneider called the remote meeting to order at 5:00 p.m. on the Zoom webinar.

Mayor Schneider, Deputy Mayor Nassar, and Councilmembers Carr, Deets, Hytopoulos, Medina and Pollock participated in the remote meeting.

Councilmember Carr was dropped from the Zoom webinar at 5:07 p.m. and re-joined at 5:22 p.m.

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

Councilmember Medina asked to add a discussion of the Kitsap Board of Health's upcoming decision on a variance request to move Kitsap County to Phase 2. Councilmember Deets asked to add a discussion on the creation of a COVID-19 Economic Recovery Plan. The agenda was approved as modified, 6-0 with Councilmember Carr absent from the meeting. No conflicts of interest were disclosed.

3) [PUBLIC COMMENT](#)

Ron Peltier spoke regarding corrections and clarifications to this May 18, 2020 email.

Paula Holmes-Eber, President of Squeaky Wheels, thanked Council for their cooperation on the Safe Streets initiative.

Sal de Rosalia spoke regarding assistance for local businesses.

4) [MAYOR'S REPORT](#)

Mayor Schneider mentioned the reopening of downtown Winslow and the Grow Avenue Safe Streets pilot project.

5) [CITY MANAGER'S REPORT](#)

City Manager Smith did not provide a report due to the full agenda.

6) [FUTURE COUNCIL AGENDAS](#)

6.A Future Council Agendas - Mayor Schneider
[Cover Page](#)

- [June 2 City Council Study Session.pdf](#)
- [June 9 City Council Regular Business Meeting.pdf](#)
- [June 16 City Council Study Session.pdf](#)
- [June 23 City Council Regular Business Meeting.pdf](#)

Following discussion, Council decided that a joint meeting with the Planning Commission will be scheduled for June 22, 2020 pending confirmation of the Planning Commission's availability.

7) PRESENTATION(S)

7.A Proclamation Declaring June 2020 as Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQ) Pride Month - Mayor Schneider

- [Cover Page](#)
- [LGBTQ Pride Month Proclamation 2020.docx](#)

Mayor Schneider read the proclamation.

7.B Overview of Draft Climate Action Plan Goals and Strategies - Climate Change Advisory Committee

- [Cover Page](#)
- [Overview of Draft Climate Action Plan - CCAC Presentation](#)

Michael Cox of the Climate Change Advisory Committee provided a presentation to Council and addressed Council's questions. He was joined by members of the Climate Change Advisory Committee.

MOTION I move to approve the Climate Action Plan goals and strategies as presented.

Deets/Nassar: The motion carried unanimously, 7 – 0.

- AYES:** Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
- NOES:** None
- ABSENT:** None
- ABSTAIN:** None

8) UNFINISHED BUSINESS

8.A Resolution No. 2020-05 relating to Climate Emergency - Deputy Mayor Nassar

- [Cover Page](#)
- [Climate Change Emergency Resolution Marked.pdf](#)
- [Climate Emergency Resolution CCAC Recommendations 2-25-20.docx](#)

Deputy Mayor Nassar introduced the agenda item.

MOTION: I move to forward Resolution No. 2020-05 to the Consent Agenda on June 9, 2020.

Nassar/Medina: The motion carried unanimously, 7 – 0.

- AYES:** Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider
- NOES:** None
- ABSENT:** None
- ABSTAIN:** None

8.B 2021-26 Capital Improvement Program (CIP) Discussion/Workshop - Public Works

[Cover Page](#)

[Presentation 2021-26 CIP Discussion MAY 2020](#)

[CIP Project List.pdf](#)

Public Works Director Wierzbicki provided a presentation on the Capital Improvement Program (CIP) and addressed Council's questions. The CIP will return to a Council meeting in June 2020 for further discussion.

Mayor Schneider adjourned the meeting for a break at 7:58 p.m. and reconvened the meeting at 8:05 p.m.

8.C Set Public Hearing on Ordinance No. 2020-13 Extending the Landmark Tree Ordinance, Ordinance No. 2019-39 - Planning

[Cover Page](#)

[Ordinance No. 2020-13 Extending Landmark Tree Regulations Winslow Area - Public Hearing Draft.docx](#)

[Exhibit A - Work Plan to Ordinance No. 2020-13 Extending Landmark Tree Regulations - For Public Hearing Draft.docx](#)

[Exhibit B Winslow Master Plan Study Area - For Public Hearing Draft](#)

[02252020_Tree_Memo_to_Council](#)

[Ordinance No. 2019-39 Extending Landmark Tree Regulations Winslow Area Approved 121019.pdf](#)

Planning Director Wright introduced the agenda item.

MOTION: I move to set the Public Hearing on Ordinance No. 2020-13 to occur on June 9, 2020 related to extension of the duration of the interim official control related to the preservation of landmark trees.

Medina/Nassar: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

9) CITY COUNCIL DISCUSSION

9.A Board of Health Request for Variance to Move Kitsap County to Phase 2 [Added]

Councilmember Medina introduced the agenda item and asked for Council's input. Council discussed the request.

9.B Discuss Creation of a COVID-19 Economic Recovery Plan [Added]

Councilmember Deets introduced the agenda item. Mayor Schneider and Councilmembers Deets and Medina will form a Council ad hoc committee. Council forwarded the item to the June 9, 2020 agenda for creation of the committee and discussion of an initial plan.

9.C Goals and Process for Land Use Code Revisions - Mayor Schneider

[Cover Page](#)

Mayor Schneider introduced the agenda item. Council discussed the goals and process for land use Code revisions. Council members were asked to forward their ideas on land use code revisions to the City Clerk by June 12, 2020 for discussion at the joint meeting with the Planning Commission.

9.D Next Steps Regarding the City's Code of Conduct and Ethics Program

[Cover Page](#)

[Resolution No. 2019-26, Updating the City's Ethics Program](#)

Councilmember Hytopoulos proposed scheduling a discussion on her suggested revisions to the program. Council's consensus was to schedule the item on the June 9, 2020 agenda.

9.E Affirm Council Priorities from March 6, 2020 Retreat - Mayor Schneider

[Cover Page](#)

[2020_City_Council_Priorities_March Revision.pdf](#)

[2021-2022_Council_Budget_Priorities - DRAFT.pdf](#)

City Manager Smith introduced the agenda item. Council discussed the priorities and agreed to continue discussion at a future Council meeting.

9.F Formalize Process for Councilmembers to Add Items to Agendas - Mayor Schneider

[Cover Page](#)

[Policy for Council-directed agenda items.docx](#)

This item was postponed due to the meeting length.

10) CONSENT AGENDA

10.A Agenda Bill for Consent Agenda

[Cover Page](#)

10.B Accounts Payable and Payroll

[Cover Page](#)

[Payroll.pdf](#)

[AP Report to Council of Cash Disbursements 05-27-20.pdf](#)

Payroll: retro check 47917 = \$6,179.93; retro check 109356 = \$1,826.67; normal direct deposit check sequence 47918 – 48043 = \$317,030.71; regular payroll check number 109358 – 109360 = \$7,625.74; vendor check run sequence 109361 – 109370 = \$127,318.49; Federal Tax Electronic Funds Transfer = \$120,498.32 and \$16.78 ACH \$237.50. Total disbursement = \$583,513.53.

Accounts Payable: check number 353611 from previous run = \$21.02; manual check number sequence 353618 – 353626 = \$180,074.61; regular check number sequence 353627 – 353725 = \$1,256,689.11. Total disbursement = \$1,436,763.72

10.C Special City Council Meeting Minutes, May 5, 2020

[Cover Page](#)

[Special City Council Meeting Minutes, May 5, 2020.pdf](#)

10.D Special City Council Meeting Minutes, May 12, 2020

[Cover Page](#)

[Special City Council Meeting Minutes May 12, 2020.pdf](#)

10.E Sportsman Club/New Brooklyn Intersection Improvements Grant Acceptance and Budget Amendment - Public Works

[Cover Page](#)

[2020-03-19 Sportsman New Brooklyn Intersection Memo.pdf](#)

[BAIN_31 Revised_Concept.pdf](#)

[Sportsman_NB Presentation.pptx](#)

10.F Wyatt Way Reconstruction Design Professional Services Agreement Amendment No. 5 - Public Works

[Cover Page](#)

[Wyatt Way PSA Amendment No 5.docx](#)

[Wyatt Way PSA Amend5 Scope of Work.pdf](#)

10.G Cooper Creek Fish Barrier Removal Grant Opportunity - Public Works

[Cover Page](#)

[FBRB Full Submittal Packet_Cooper Creek.pdf](#)

[Stormwater CIP_2019-21 Budget.pdf](#)

[Cooper Creek Presentation.pptx](#)

Councilmember Medina moved and Councilmember Deets seconded to approve the Consent Agenda as presented. The motion was approved unanimously, 7-0.

11) COMMITTEE REPORTS

There were no committee reports.

12) FOR THE GOOD OF THE ORDER

13) ADJOURNMENT

Mayor Schneider adjourned the meeting at 10:03 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 9, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2020-05 relating to Climate Emergency - Deputy Mayor Nassar,

SUMMARY: On January 7, 2020 during For the Good of the Order, Councilmember Nassar provided the Council with a resolution relating to the climate emergency. The Council referred the draft resolution to the Climate Change Advisory Committee ("CCAC"). The CCAC reviewed the resolution on January 27 and February 25, 2020. Attached are a marked-up copy indicating the changes made by the CCAC, and a clean copy incorporating those revisions.

AGENDA CATEGORY: Resolution

PROPOSED BY: City Council

RECOMMENDED MOTION:
Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: This resolution includes language that anticipates significant City implementation tasks (sections 2, 3, 4, and 5). The scope and timeline for these potential activities have not been assessed by City staff at this time, so there is no information yet developed on the operational, legal, or financial impacts of adopting this resolution.

The budget impact of adopting this resolution has not been assessed. The potential impact to previously identified workplan priorities has not been assessed.

ATTACHMENTS:

[Climate Change Emergency Resolution Marked.pdf](#)

[Climate Emergency Resolution CCAC Recommendations 2-25-20.docx](#)

FISCAL DETAILS: The budget impact of adopting this resolution has not been assessed.

Fund Name(s):

Coding:

RESOLUTION NO. 2020-XX05

A **RESOLUTION** of the City Council of Bainbridge Island, Washington, hereby declaring the existence of a Climate Emergency, reaffirming the City's commitment to Climate Action, and ~~establishing to establish~~ a ~~requirement for City planning program~~ and ~~projects to be subjected to a Climate Change Mitigation and Adaptation Certification process, procedures~~ to ensure future City ~~plans and City approved~~ projects and actions are ~~evaluated~~ consistent with its adopted climate goals and policies.

WHEREAS, in April 2016, world leaders from ~~175~~197 countries ~~from around the globe~~ recognized the ~~threat~~ of climate change, that it is caused by human related greenhouse gas emissions, and the need to urgently combat it by adopting the Paris ~~Climate~~ Agreement, and working to limit ~~warming global temperature increase~~ to no more than 1.5°C ~~Celsius from pre-industrial levels~~; and

WHEREAS, on September 12, 2017, the Bainbridge Island City Council adopted Resolution No. 2017-20, affirming the City of Bainbridge Island's commitment to meet or exceed the greenhouse gas goals established in the Paris Climate Agreement; and

WHEREAS, in 2018, the United Nations' Intergovernmental Panel on ~~Climate Change~~ ("IPCC") warned that it would not be possible to meet the 1.5°C ~~Celsius~~ goal unless global greenhouse ~~gasses~~gases were reduced 45 percent below 2010 levels by 2030 ~~and reaching net zero by 2050~~, requiring an unprecedented transformation of every sector of the global ~~economy~~ over the next 11 years; and

WHEREAS, global temperatures having increased approximately 1.1°C ~~above late 19th century pre-industrial~~ levels, causing overall climate disruption and global warming, resulting in higher temperatures, altered precipitation patterns, rising seas and acidified oceans, which in turn are causing increased and ~~intensifying more intense~~ wildfires, floods, ~~loss of habitat~~, new ranges for diseases and pests, adverse ~~human~~ health effects, economic hardship, homelessness, species extinctions, food and potable water shortages, droughts, and extreme weather; and

WHEREAS, ~~the Ninth Circuit Court of Appeals recently recognized that climate change is occurring at a rapidly increasing rate and that our elected officials have a moral responsibility to seek solutions~~; and

WHEREAS, Bainbridge Island is an ~~Island~~island surrounded by a sea, which is predicted to rise significantly in the coming years due to climate change; and

WHEREAS, Bainbridge Island's Comprehensive Plan, which serves as the City's Sustainability Plan, calls for the protection of the Island's finite environmental resources, the reduction of greenhouse gas emissions and adaptation to the effects of climate change; and

~~**WHEREAS**, Bainbridge Island's Comprehensive Plan also calls for the reduction of greenhouse gas emissions, along with adaptation to the effects of climate change; and~~

WHEREAS, in 2017 the City Council took a step towards implementing the goals and policies contained in the Comprehensive Plan by creating a Climate Change Advisory Committee to assist in continuing to implement the Comprehensive Plan's climate related goals, including a reduction of our Island's greenhouse gas emissions and an increase in our Island's adaptation to the effects of climate change; and

WHEREAS, at its annual retreat in January of 2019 the City ~~made~~declared the creation and implementation of a Climate Action Plan one of its highest priorities for the coming year; and

WHEREAS, the City's Climate Change Advisory Committee ~~has been~~is working on developing a ~~draft~~ Climate Action Plan and ~~will be presenting that strives to present a draft~~ plan to the City Council in ~~March of late Spring~~ 2020; and

WHEREAS, the City is ~~also~~ working to develop a Sustainable Transportation Plan, to promote a shift in transportation modes, with an overall goal of a net reduction in transportation related greenhouse gas emissions, as well as a host of additional ~~concomitant~~related benefits; and

WHEREAS, the City will appoint a Green Building Task Force to develop a green building program where buildings are designed to reduce the overall impact of the built environment on human health and the natural environment by efficiently using energy, water and other resources; and

WHEREAS, despite the current climate-related planning there are additional short-term actions that ~~could and~~ should be taken to advance progress on the overall goals of climate change mitigation and adaption even prior to final adoption and implementation of the ~~mentioned~~City's climate-related plans; and

WHEREAS, the longer we delay taking action to reduce greenhouse gas emissions, the greater the threat posed by climate change to current and future-generations, and the more costly it will be to protect and maintain our community and natural environment; and

WHEREAS, the longer we delay taking action to prepare for and respond to climate change effects, the fewer options we will have and the more expensive those options are likely to be to adapt to climate change; and

WHEREAS, the City of Bainbridge Island takes pride in being a model City for progressive environmental legislation and sustainability, and has demonstrated itself to be a leader in this front through numerous adopted Ordinances and Resolutions; and

WHEREAS, on September 20, 2019, the City’s youth and young adults joined with their companions around the world to call for a global climate strike and greater, more urgent climate leadership from their elected officials and public institutions.

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

Section 1. -The City declares that our CityIsland, region, state, nation, ~~global~~ humanity and the natural world are experiencing a Climate Emergency. The City Council hereby expresses a renewed commitment to ensure ~~every decision~~ its actions and decisions going forward ~~is~~ are in line with reducing the impact of that emergency, ~~and that no decision results in a net increase in emissions that further contribute to the problem of Climate Change;~~

Section 2. The City ~~will require that all~~ commits to take immediate actions to safeguard against the current, inevitable and potential consequences of its climate change and to encourage the full participation of the entire Bainbridge community in climate mitigation and adaptation efforts;

Section 3. The City commits to developing a procedure and process whereby the City’s plans and City approved projects will be evaluated through a “Climate Lens”, in the form of such as through a Climate Change Mitigation and Adaptation Certification, or similar process, prior to approval to ensure they are consistent with the City’s adopted climate goals and policies, including reductions in to reduce greenhouse gas emissions and reduced climate-vulnerability to climate change;

Section 4. The City commits to educating Island residents and the business community about the Climate Emergency and organizing and advocating for climate emergency mobilization efforts at the local, regional, state, national, and global levels to provide maximum protection for the Island as well as all the people and species of city, community and individual assets, resources and values. the world; and

Section 5. The City commits to calling on higher levels of government to provide financial and regulatory assistance to support the City’s efforts to respond to this Climate Emergency.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

By: _____
_____, Leslie Schneider,

Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: March 13, 2020

PASSED BY THE CITY COUNCIL:

RESOLUTION NO. 2020__

-05

RESOLUTION NO. 2020-05

A **RESOLUTION** of the City Council of Bainbridge Island, Washington, hereby declaring the existence of a Climate Emergency, reaffirming the City's commitment to Climate Action, and to establish a program and procedures to ensure future City plans and City approved projects and actions are evaluated consistent with its adopted climate goals and policies.

WHEREAS, in April 2016, world leaders from 197 countries from around the globe recognized the threat of climate change, that it is caused by human related greenhouse gas emissions, and the need to urgently combat it by adopting the Paris Climate Agreement, and working to limit global temperature increase to no more than 1.5°Celsius from pre-industrial levels; and

WHEREAS, on September 12, 2017, the Bainbridge Island City Council adopted Resolution No. 2017-20, affirming the City of Bainbridge Island's commitment to meet or exceed the greenhouse gas goals established in the Paris Climate Agreement; and

WHEREAS, in 2018, the United Nations' Intergovernmental Panel on Climate Change ("IPCC") warned that it would not be possible to meet the 1.5°Celsius goal unless global greenhouse gases were reduced 45 percent below 2010 levels by 2030 and reaching net zero by 2050, requiring an unprecedented transformation of every sector of the global economy over the next 11 years; and

WHEREAS, global temperatures having increased approximately 1.1°C above pre-industrial levels, causing overall climate disruption and global warming, resulting in higher temperatures, altered precipitation patterns, rising seas and acidified oceans, which in turn are causing increased and more intense wildfires, floods, loss of habitat, new ranges for diseases and pests, adverse human health effects, economic hardship, homelessness, species extinctions, food and potable water shortages, droughts, and extreme weather; and

WHEREAS, the Ninth Circuit Court of Appeals recently recognized that climate change is occurring at a rapidly increasing rate and that our elected officials have a moral responsibility to seek solutions; and

WHEREAS, Bainbridge Island is an island surrounded by a sea, which is predicted to rise significantly in the coming years due to climate change; and

WHEREAS, Bainbridge Island's Comprehensive Plan, which serves as the City's Sustainability Plan, calls for the protection of the Island's finite environmental resources, the reduction of greenhouse gas emissions and adaptation to the effects of climate change; and

WHEREAS, in 2017 the City Council took a step towards implementing the goals and policies contained in the Comprehensive Plan by creating a Climate Change Advisory Committee to assist in implementing the Comprehensive Plan’s climate related goals, including a reduction of our Island’s greenhouse gas emissions and an increase in our Island’s adaptation to the effects of climate change; and

WHEREAS, at its annual retreat in January of 2019 the City declared the creation and implementation of a Climate Action Plan one of its highest priorities for the coming year; and

WHEREAS, the City’s Climate Change Advisory Committee is working on developing a Climate Action Plan and strives to present a draft plan to the City Council in late Spring 2020; and

WHEREAS, the City is working to develop a Sustainable Transportation Plan, to promote a shift in transportation modes, with an overall goal of a net reduction in transportation related greenhouse gas emissions, as well as a host of additional related benefits; and

WHEREAS, the City will appoint a Green Building Task Force to develop a green building program where buildings are designed to reduce the overall impact of the built environment on human health and the natural environment by efficiently using energy, water and other resources; and

WHEREAS, despite the current climate-related planning there are additional short-term actions that should be taken to advance progress on the overall goals of climate change mitigation and adaption even prior to final adoption and implementation of the City’s climate-related plans; and

WHEREAS, the longer we delay taking action to reduce greenhouse gas emissions, the greater the threat posed by climate change to current and future-generations, and the more costly it will be to protect and maintain our community and natural environment; and

WHEREAS, the longer we delay taking action to prepare for and respond to climate change effects, the fewer options we will have and the more expensive those options are likely to be to adapt to climate change; and

WHEREAS, the City of Bainbridge Island takes pride in being a model City for progressive environmental legislation and sustainability, and has demonstrated itself to be a leader in this front through numerous adopted Ordinances and Resolutions; and

WHEREAS, on September 20, 2019, the City’s youth and young adults joined with their companions around the world to call for a global climate strike and greater, more urgent climate leadership from their elected officials and public institutions.

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

Section 1. The City declares that our Island, region, state, nation, and the natural world are experiencing a Climate Emergency. The City Council hereby expresses a renewed commitment to ensure its actions and decisions going forward are in line with reducing the impact of that emergency;

Section 2. The City commits to take immediate actions to safeguard against the current, inevitable and potential consequences of climate change and to encourage the full participation of the entire Bainbridge community in climate mitigation and adaptation efforts;

Section 3. The City commits to developing a procedure and process whereby the City’s plans and City approved projects will be evaluated through a “Climate Lens”, such as through a Climate Change Mitigation and Adaptation Certification, or similar process, prior to approval to ensure they are consistent with the City’s adopted climate goals and policies to reduce greenhouse gas emissions and reduce our vulnerability to climate change;

Section 4. The City commits to educating Island residents and the business community about the Climate Emergency and organizing and advocating for climate emergency mobilization efforts at the local, regional, state, national, and global levels to provide maximum protection for the Island as well as all the people and species of the world; and

Section 5. The City commits to calling on higher levels of government to provide financial and regulatory assistance to support the City’s efforts to respond to this Climate Emergency.

PASSED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this ____ day of _____, 2020.

By: _____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: March 13, 2020
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2020-05