



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 11, 2020**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/99602210856](https://bainbridgewa.zoom.us/j/99602210856)

OR IPHONE ONE-TAP :

US: +12532158782,,99602210856# OR +13017158592,,99602210856#

OR TELEPHONE:

DIAL(FOR HIGHER QUALITY, DIAL A NUMBER BASED ON YOUR CURRENT LOCATION):

US: +1 253 215 8782 OR +1 301 715 8592 OR +1 312 626 6799 OR +1 346 248 7799 OR +1 646 558 8656

OR +1 669 900 9128

WEBINAR ID: 996 0221 0856

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, 45 Minutes**
3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:50 PM**
4. **PUBLIC COMMENT - 6:55 PM**
 - 4.A **Instructions for Providing Public Comment - City Clerk**
[Instructions for Providing Public Comment at Remote Meetings.pdf](#)
5. **MAYOR'S REPORT - 7:10 PM**
6. **CITY MANAGER'S REPORT - 7:15 PM**
7. **FUTURE COUNCIL AGENDAS**

- 7.A **(7:20 PM) Future Council Agendas, 10 Minutes**
August 25 City Council Regular Business Meeting.pdf
September 1 City Council Study Session.pdf
September 8 City Council Regular Business Meeting.pdf

8. UNFINISHED BUSINESS

- 8.A **(7:30 PM) Set the Public Hearing on Ordinance No. 2020-20, Related to Extending the Interim Zoning Control on Floor Area Ratio - Planning, 5 Minutes**
Ordinance No. 2020-20 Extending Interim Zoning Control Related to Bonus Density.docx
Ordinance No. 2020-10 Adopting Interim Zoning Control Related to Bonus Density Approved 031020.pdf

9. NEW BUSINESS

- 9.A **(7:35 PM) Community Concerns Related to Sexual Assault Investigations and Bainbridge Island Police Department Procedures - Police and Executive, 20 Minutes**
- 9.B **(7:55 PM) Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property - Executive, 10 Minutes**
Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property
Resolution No. 2016-18, The City's Current Procedure for the Surplus and Sale of City-Owned Real Property
Appraisal Institute - Summary of 2014-15 USPAP Changes to Written Appraisal Report Types
- 9.C **(8:05 PM) Appointments to the Ethics Board and Historic Preservation Commission - Mayor Schneider, 5 Minutes**
Recommended Appointments (Ethics Board and Historic Preservation Commission).pdf
Ethics Board Applications (Redacted).pdf
Historic Preservation Commission Applications (Redacted).pdf

10. COUNCIL DISCUSSION

- 10.A **(8:10 PM) Proposed Changes to Process to Fill Planning Commission Vacancies - Councilmembers Carr, Hytopoulos, and Pollock, 15 Minutes**
PC Vacancy Joint Subcommittee Recommendations.docx
- 10.B **(8:25 PM) Enforcement of Ordinance No. 2012-06, Regulating the Distribution of Single-Use Plastic Bags and Establishing a Pass-Through Fee for Paper Bags - Councilmember Hytopoulos, 10 Minutes**
Ordinance No. 2012-06 Regulating the Distribution of Single-Use Plastic Bags Approved 041112.pdf
Ordinance No. 2019-30 Update of Pass Through Fee from Retailers to Customers Requesting Bags Approved 112619.pdf
- 10.C **(8:35 PM) Proposal for Council Training on Parliamentary Procedure - Mayor Schneider, 10 Minutes**

11. CONSENT AGENDA

11.A (8:45 PM) Agenda Bill for Consent Agenda, 5 Minutes

11.B Accounts Payable and Payroll

[Payroll.pdf](#)

[AP Report to Council of Cash Disbursements 08-12-20.pdf](#)

11.C City Council Regular Business Meeting Minutes, July 28, 2020

[City Council Regular Business Meeting Minutes July 28, 2020.pdf](#)

11.D Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program - Executive, 5 Minutes

[Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program](#)

[Redline - Councilmember Hytopoulos' Proposed Revisions to the Code of Conduct and Ethics Program - From 6-30-20 Council Meeting](#)

11.E Lovell Avenue Sewer Beach Mains Project Professional Services Agreement - Public Works, 5 Minutes

[Professional Services Agreement - Skillings Connolly.docx](#)

[Lovell Sewer Presentation.pptx](#)

12. COMMITTEE REPORTS - 8:50 PM

13. FOR THE GOOD OF THE ORDER - 8:55 PM

14. ADJOURNMENT - 9:05 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 45 Minutes

AGENDA ITEM: (6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency,

SUMMARY: Executive session pursuant to RCW 42.30.110(1)(i).

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Hold Executive Session.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME:

AGENDA ITEM: Instructions for Providing Public Comment - City Clerk

SUMMARY: The attached instructions explain how to provide public comment in a remote Zoom meeting.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

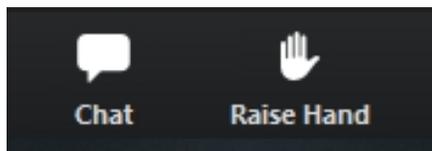
OFFICE OF THE CITY CLERK

AUGUST 11, 2020

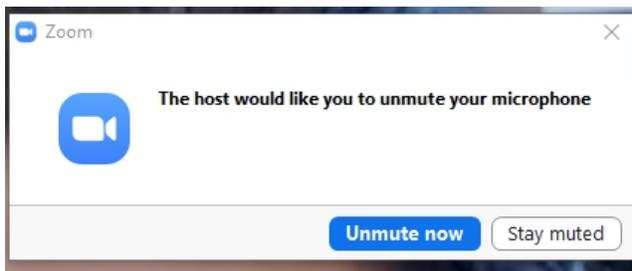
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions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

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

1. Attendees who wish to provide public comment sign in to Zoom with their name.
2. Meeting Chair will indicate when it is time for public comment.
3. Attendee indicates desire to speak by clicking on “Raise Hand” option at the bottom of the screen:



4. Attendee clicks button “Unmute now” after they are called to speak by Meeting Chair.



5. Attendee will appear on screen with other panelists, but without video, just name.
6. Attendee provides their comment.
7. A timer in the top right-hand corner of the screen will track your time.
8. Stop speaking when the timer reaches the 3-minute mark.

9. Attendee is returned to attendee group, and microphone is muted.

10. As always, public comment is simply received by the Council, with no response.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:20 PM) Future Council Agendas,

SUMMARY: Council will review future Council agendas.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

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

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

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 25, 2020

REMOTE MEETING ON ZOOM

AGENDA

1. CALL TO ORDER/ROLL CALL - 6:00 PM
2. EXECUTIVE SESSION
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)
 - 9.A **(X PM) Ordinance No. 2020-20, Related to extending the Interim Zoning Control on Floor Area Ratio - Planning,** 15 Minutes
[Ordinance No. 2020-10 Adopting Interim Zoning Control Related to Bonus Density Approved 031020.pdf](#)
10. UNFINISHED BUSINESS
 - 10.A **(x PM) Update on Race Equity Task Force 2020 Workplan Items,** 20 Minutes
 - 10.B **Bainbridge Island Metropolitan Park and Recreation District (BIMPRD) Request for CARES Funding - Finance,** 10 Minutes
 - 10.C **Self-Service Storage Moratorium Update** 20 Minutes

- 10.D (x PM) Set the Public Hearing for Shoreline Master Program (SMP) Amendment for Critical Areas Ordinance Integration and Amendments to Nonconforming Uses, Structures, and Lots, Ord 2020-17 - Planning,**
10 Minutes
20200811_CC_Staff_Memo_SMP_Amendment
Ordinance_No._2020-17_Adopting_the_Shoreline_Master_Program_Amendment
Exhibit_A_to_Ordinance_No._2020-17_Shoreline_Master_Program_Amendment
Exhibit_B_Table_of_Changes_to_Draft_SMP_Amendment
Determination of Initial Concurrence from the WA Department of Ecology
Ecology Recommendations to Resolve Issues Identified as Required and Recommended
- 10.E Schedule Public Hearing for the Interim Green Building Program Ordinance - Planning,** 15 Minutes
- 10.F Monthly Update on 2020 Revenue and Expenses Forecasts - Executive,** 10 Minutes
- 10.G Ordinance No. 2020-04, Adopting Small Wireless Facility Design Standards** 15 Minutes
- 10.H Update on Timeline for PSE Franchise Renewal** 10 Minutes
- 10.I (x PM) Proposed Approach for 2021-2022 Human Services Awards - Executive,**
20 Minutes
Human Services Funding options for 2021-2022 for CC 08042020
- 10.J Request for Proposals for 2021 Lodging Tax Projects - Executive,** 10 Minutes

11. NEW BUSINESS

- 11.A 2020 Midyear Report - Finance** 20 Minutes
2020 Midyear Financial Report Draft_Final.docx
Schedule A - Revenues by Fund.pdf
Schedule B - Expenditures by Fund through June.pdf
Schedule C - Expenditures by Department through June.pdf
Schedule E - Surplus Property Report - 2020.pdf
Schedule F - Capital Project Monitoring Reports.pdf
- 11.B Ordinance No. 2020-21 Relating to 2020 2nd Quarter Budget and Updated Capital Improvement Plan Amendments - Finance** 10 Minutes
ORD 2020-XX 2020 2nd QTR Budget and CIP Amendments.docx
- 11.C 2020 Annual Drainage Project Contract Award - Public Works,** 10 Minutes
Annual Drainage Contract.docx
2020 Drainage Map.pdf
- 11.D Registered Sex Offender Address and Residency Verification Memorandum of Understanding with**

[the Kitsap County Sheriff's Office - Police](#), 5 Minutes
[2020-21 MOU WASPC RSO Bainbridge Island PD.pdf](#)

- 11.E [X:XX PM Appointments to the Climate Change Advisory Committee, Environmental Technical Advisory Committee, Human Services Advisory Committee, Kitsap County Grant Recommendation Committee \(Capital\), Kitsap County Grant Recommendation Committee \(Services\), Kitsap Public Facilities District, Lodging Tax Advisory Committee, Race Equity Task Force, Salary Commission and Utility Advisory Committee - Mayor Schneider](#) 10 Minutes

12. CONSENT AGENDA
13. COMMITTEE REPORTS
14. FOR THE GOOD OF THE ORDER
15. ADJOURNMENT

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION
TUESDAY, SEPTEMBER 01, 2020**

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**
4. **MAYOR'S REPORT**
5. **FUTURE COUNCIL AGENDAS**
6. **PRESENTATIONS**
 - 6.A **Results of Fee Study for Planning and Community Development by Consultant, FCS Group** 30 Minutes
7. **UNFINISHED BUSINESS**
 - 7.A **Green Building Task Force Green Building Program Recommendations - Planning,** 45 Minutes
 - 7.B **(x PM) Update on the Development Moratorium - Planning,** 5 Minutes
Moratorium Status Report 20200707
Ordinance No. 2020-09 Extending the Development Moratorium Approved 032420.pdf
Moratorium Summary
 - 7.C **Update on Policing Town Hall** 10 Minutes
 - 7.D **Review Draft Profile for City Manager Search** 15 Minutes
 - 7.E **Sustainable Transportation Planning - Public Works,** 15 Minutes
8. **NEW BUSINESS**

8.A **2021 Shoreline Master Program Periodic Review Workplan** 30 Minutes

8.B **Review of Light Industrial (Wineries/Breweries) Wastewater Regulations** 20 Minutes

9. CITY COUNCIL DISCUSSION

10. FOR THE GOOD OF THE ORDER

11. ADJOURNMENT

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, SEPTEMBER 08, 2020

REMOTE MEETING ON ZOOM

AGENDA

1. CALL TO ORDER/ROLL CALL - 6:00 PM
2. EXECUTIVE SESSION
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)
 - 8.A (x PM) Proclamation Declaring September 11, 2020 as "A Day of Service and Remembrance" - Mayor Schneider, 5 Minutes
 - 8.B Proclamation - Declaring September 2020 as "Community Preparedness Month" - Executive, 5 Minutes
FINAL_Preparedness_Month_Proclamation_2020.docx
 - 8.C 2020 Emergency Management Briefing - Executive, 15 Minutes
9. PUBLIC HEARING(S)
 - 9.A Interim Green Building Program Ordinance - Planning, 45 Minutes
 - 9.B (x pm) Ordinance No. 2020-17 Adopting the Shoreline Master Program Amendment - Planning, 30 Minutes
Staff Memorandum to City Council

10. UNFINISHED BUSINESS

10.A 2020 Annual Drainage Project - Public Works, 10 Minutes

11. NEW BUSINESS

11.A Update on AT&T Discussions related to Cellular Coverage and Service Gaps - Executive, 15 Minutes

12. CONSENT AGENDA

13. COMMITTEE REPORTS

14. FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:30 PM) Set the Public Hearing on Ordinance No. 2020-20, Related to Extending the Interim Zoning Control on Floor Area Ratio - Planning,

SUMMARY:

On March 10, 2020, the City Council approved an interim zoning control ordinance related to Floor Area Ratio ("FAR") density bonus options (Ordinance No. 2020-10). The interim control became effective immediately and paused the use of bonus FAR (which increases density) for some types of projects in some instances. The ordinance is set to expire on September 10, 2020. This ordinance, Ordinance No. 2020-20, would extend the interim control for six months to March 10, 2021.

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to schedule a public hearing on August 25, 2020 related to Ordinance No. 2020-20.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The interim zoning control approved by Council on March 10, 2020 has an initial term of six months, or until September 10, 2020. Since its passage, the Planning Commission has held numerous meetings and will hold a public hearing on an ordinance related to this topic. Staff is requesting this extension of the interim control via Ordinance No. 2020-20 to provide time to adopt an ordinance amending the bonus FAR program before the interim control expires. If, as could potentially occur, a new ordinance related to FAR is adopted prior to the expiration of the extension of the interim control, the Council has the option of terminating the interim control at that time, depending on the scope of the new ordinance that could potentially be adopted.

The interim control, which was approved by the Council on March 10, 2020, suspends the applicability and use of bonus floor area ratio as provided in BIMC 18.12.030.E. (dimensional standards) and the related provisions

described in the ordinance, except for subsections E.1. (related to Optional Affordable Housing) and E.6. (related to Historic Structure Preservation).

The interim control also suspends the applicability and use of BIMC 18.27.080 and footnote three of Table 18.12.020-3 because those provisions relate directly to the provisions that are otherwise suspended in BIMC 18.12.030 by Ordinance No. 2020-10 (see Exhibit A to Ordinance No. 2020-10).

The interim control excludes development projects that filed a complete land use permit application with the City and have purchased from the City or otherwise acquired development rights, including related to bonus floor area ratio, through an executed covenant, development agreement, or contract, prior to the effective date of Ordinance No. 2020-10 (March 10, 2020).

As a result of the Council's March 10, 2020 action, FAR bonus density, which is currently available in the Mixed Use Town Center and High School Road Districts, can only be obtained or used at this time under the following circumstances:

- * providing affordable housing as defined in Chapter 18.36 BIMC in accordance with BIMC 18.12.030.E.1.;
- *transferring unused FAR from the Islander Mobile Home Park to another parcel in the Mixed Use Town Center in accordance with BIMC 18.12.030.E.1.; or
- *preserving an historic structure located on a state, local, or federal register in accordance with BIMC 18.12.030.E.6. such that, when an historic structure is preserved, the square footage of that structure will not count toward the FAR calculation.

Since the passage of this interim zoning control, the Planning Commission has met multiple times to discuss revisions to the Bonus FAR program, including the formation of a subcommittee. During their discussion on July 9, 2020, the Planning Commission indicated they were ready to hold a public hearing on a proposed ordinance. The proposed ordinance is currently under review by City planning, legal, and financial staff.

ATTACHMENTS:

[Ordinance No. 2020-20 Extending Interim Zoning Control Related to Bonus Density.docx](#)

[Ordinance No. 2020-10 Adopting Interim Zoning Control Related to Bonus Density Approved 031020.pdf](#)

FISCAL DETAILS:

Regarding the option to purchase bonus FAR, the fees for FAR have been established by resolution (e.g., Resolution Nos. 2001-02 & 2006-50) and are included within the City's Fee Schedule. The fees are \$18 per square foot for residential development, \$25 per square foot for mixed use development, and \$34 per square foot for commercial development.

Purchased bonus FAR from the City has typically been divided as follows: 60% toward the preservation of agricultural land on the island, and 40% toward the purchase of public amenities (like traffic calming, pocket parks, street trees, or pedestrian connections). In some circumstances, 100% of the fees were

designated for the preservation of agricultural land (see, Resolution No. 2003-25, Resolution No. 2001-54 - attached). During the time that Ordinance No. 2020-10 is in effect, the option to purchase FAR for these purposes (i.e., preservation of agricultural land, purchase of public amenities) has been suspended.

Fund Name(s):

Coding:

Public Hearing Draft

ORDINANCE NO. 2020-20

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2020-10 that imposed a six-month interim zoning control on the use or applicability of certain bonus density options as provided in BIMC 18.12.030.E. and the related provisions described in Ordinance No. 2020-10; continuing the basis for the emergency interim zoning control; recognizing that public hearings have been conducted; adopting a work plan; stating the effect on vested rights; authorizing interpretive authority; providing for severability; leaving the effective date of the interim zoning control unchanged; and extending the duration of the interim control for six months until March 10, 2021.

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim zoning 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, balancing affordable housing, historic preservation, growth management, and sustainable development continues to be a local, regional, and national challenge due to many social and economic factors; and

WHEREAS, the City has encouraged affordable housing construction by adopting “bonus density” programs that allow for increases in density above the underlying zoning if the additional density creates affordable homes; and

WHEREAS, the intent of the Comprehensive Plan is to place residential density, inclusive of affordable housing, in the Winslow core area near infrastructure such as transportation hubs (e.g., ferry service, bus service, highway access), sewer, water, reliable electrical power, and retail stores; and

WHEREAS, the intent of such policies is to manage growth consistent with the Growth Management Act, reduce infrastructure costs, and follow general principles of sustainable community development; and

WHEREAS, the City Council is interested in evaluating the applicability, use, and effectiveness of the bonus density options provided for and as described in BIMC 18.12.030.E. that are being suspended by this interim zoning control, including related to the purchase of development rights, the provision of public amenities and/or infrastructure, the provision of community open space, floor area ratio transfers related to the Mixed Use Town Center and High School Road districts, and ferry-related parking; and

WHEREAS, an emergency exists necessitating the continuation of this interim zoning control to suspend the use and applicability of certain bonus density options in order to preserve and protect public health, safety, and welfare; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and RCW 35A.63.200 are methods by which local governments may preserve the status quo so that new policies and regulations will not be rendered moot by intervening development; and

WHEREAS, this interim zoning control will provide the City with additional time to review and potentially revise its public health, safety, and welfare requirements and zoning and land use regulations related to providing density bonuses above and beyond the underlying zoning; and

WHEREAS, the City Council concludes that it must continue this interim zoning control based on concerns as expressed in this ordinance regarding the awarding of density bonuses that are unrelated to affordable housing and historic structure preservation; and

WHEREAS, the City Council has significant concerns regarding whether the use of certain density bonus options is accomplishing the vision and goals of the City's Comprehensive Plan; and

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

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and more than a thousand persons in the state have died due to the virus thus far and during the time period that this interim zoning 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 review the regulations and policies at issue related to this interim zoning control to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

WHEREAS, in spite of this public health emergency, the Planning Commission has met multiple times to discuss revised regulations related to bonus density, including on February 27, 2020, and continuing on March 12, May 14 and 28, June 11 and 25, and July 9, 2020; and

WHEREAS, the City Council has considered the applicability and use of bonus density options at multiple Council meetings, including on February 4, February 11, February 25, March 3, March 10, April 14, and April 28, 2020; and

WHEREAS, on April 28, 2020, the City Council conducted a public hearing on Ordinance No. 2020-10 in accordance with state law; and

WHEREAS, on August 11, 2020, the City Council set a public hearing for August 25, 2020 to accept public comment and consider this Ordinance No. 2020-20 to extend the interim zoning control for another six months; and

WHEREAS, on August 25, 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 August 25, 2020, after considering such public comment, the City Council adopted this ordinance to extend this interim zoning control for six months to March 10, 2021, unless the Council terminates the interim control earlier, and to otherwise amend the interim control as stated in this ordinance; and

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

WHEREAS, the interim zoning control imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, the public emergency that the City Council determined to exist requiring that this interim control become effective immediately upon adoption on March 10, 2020 continues to exist, requiring that this interim control continue to be in effect for an additional six months as set forth in this ordinance.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the interim zoning control established in Ordinance No. 2020-10.

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 of the interim zoning control at its meeting on August 25, 2020, and took public testimony and considered further findings of fact.

Section 3. Interim Zoning Control Amended. This interim control is hereby amended, as also stated in Section 9 below, to extend the interim zoning control in its current form as described in Ordinance No. 2020-10 for six months until March 10, 2021.

Section 4. Interim Zoning Control Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim zoning 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 ordinance related to this interim zoning control, Ordinance No. 2020-10, the City is hereby extending the interim zoning control for an additional six months based on the work plan as incorporated herein as Exhibit A to this ordinance.

Section 5. Effect on Vested Rights. The interim zoning control imposed by Ordinance No. 2020-10 and extended by this ordinance shall operate, as of the effective date of Ordinance No. 2020-10 (March 10, 2020), to suspend the applicability or use of BIMC 18.12.030.E. and the related provisions described in Ordinance No. 2020-10, subject to the exclusions stated in Ordinance No. 2020-10, for all properties and development in the Mixed Use Town Center and High School Road Districts. However, nothing in Ordinance No. 2020-10 or this Ordinance No. 2020-20 shall be construed to extinguish, limit, or otherwise infringe on any property owner's or property leaseholder's vested development rights as defined by state law and City of Bainbridge Island regulations.

Section 6. 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 7. 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 8. 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 zoning control which preceded this ordinance, Ordinance No. 2020-10, 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 zoning were included in the "Whereas" clauses of Ordinance No. 2020-10, 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 zoning control, which is March 10, 2020.

Section 9. Change in Duration to March 10, 2021. This ordinance amends Ordinance No. 2020-10 and hereby extends the current interim zoning control, and this ordinance shall cause the interim control to remain effective in its current form until March 10, 2021, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim control, which is March 10, 2020. The Council may, at its sole discretion, renew the

interim control for one or more six (6) month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

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

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

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	August 7, 2020
PASSED BY THE CITY COUNCIL:	August ____, 2020
PUBLISHED:	August ____, 2020
EFFECTIVE DATE:	August ____, 2020
ORDINANCE NUMBER:	2020-20

Attached: Exhibit A: Work Plan

EXHIBIT A TO ORDINANCE No. 2020-20



BONUS FAR INTERIM ZONING CONTROL

WORK PLAN (August 11, 2020)

BONUS FAR INTERIM ZONING CONTROL:

On March 10, 2020, the City Council imposed a six-month interim zoning control via Ordinance No. 2020-10 to suspend the use and applicability of certain bonus density options related to land use on Bainbridge Island. The initial term of the interim control was for six months, or until September 10, 2020, and Ordinance No. 2020-20 extends the term for six months to March 10, 2021.

Based on direction from the City Council at the February 25, 2020 Council meeting, the Planning Commission, beginning on February 27, 2020, engaged in multiple discussions regarding a proposed ordinance to amend the bonus floor area ratio ("FAR") program, as well as formed a subcommittee dedicated to the subject. At the Planning Commission's meeting on July 9, 2020, the Commission indicated that it is ready to hold a public hearing on an ordinance to amend the bonus FAR program. However, the ordinance requires analysis by City planning, legal, and finance staff before it is ready for consideration by the City Council. This extension in the duration of the interim zoning control will provide time to complete the analysis and to hold the necessary public hearing(s).

After holding a public hearing on the interim zoning control on August 25, 2020, the City Council voted to extend the interim control in its current form for an additional six months to March 10, 2021, via adoption of this current ordinance, Ordinance No. 2020-20, unless terminated earlier or extended further by the Council. Based on the amount of work completed to date by the Planning Commission, it is anticipated that an ordinance will be adopted prior to the end of this six-month extension.

The City has developed the following Work Plan described below:

September - November 2020

Complete analysis by City planning, legal, and financial staff of a draft ordinance to amend the bonus FAR program in anticipation of a public hearing with the Planning Commission.

Hold a public hearing with the Planning Commission on a revised bonus FAR ordinance.

November 2020– March 2021

City Council review and consideration of a revised bonus FAR ordinance. After such review and consideration, the Council could take action to approve a revised bonus FAR program via the adoption of an ordinance.

ORDINANCE NO. 2020-10

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; imposing a six-month interim zoning control on the use or applicability of certain bonus density options as provided in BIMC 18.12.030.E. and the related provisions described in this ordinance; setting forth findings of fact in support of this interim zoning control; imposing the interim zoning control as described herein; stating the effect on vested rights; providing for exclusions; recognizing that a public hearing will be held within 60 days; authorizing interpretative authority; providing for severability; declaring an emergency; setting the duration; and establishing an immediate effective date.

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 zoning 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, balancing affordable housing, historic preservation, growth management, and sustainable development continues to be a local, regional, and national challenge due to many social and economic factors; and

WHEREAS, the City has encouraged affordable housing construction by adopting “bonus density” programs that allow for increases in density above the underlying zoning if the additional density creates affordable homes; and

WHEREAS, the intent of the Comprehensive Plan is to place residential density, inclusive of affordable housing, in the Winslow core area near infrastructure such as transportation hubs (e.g., ferry service, bus service, highway access), sewer, water, reliable electrical power, and retail stores; and

WHEREAS, the intent of such policies is to manage growth consistent with the Growth Management Act, reduce infrastructure costs, and follow general principles of sustainable community development; and

WHEREAS, the City Council is interested in evaluating the applicability, use, and effectiveness of the bonus density options provided for and as described in BIMC 18.12.030.E. that are being suspended by this interim zoning control, including related to the purchase of development rights, the provision of public amenities and/or infrastructure, the provision of community open space, floor area ratio transfers related to the Mixed Use Town Center and High School Road districts, and ferry-related parking; and

WHEREAS, an emergency exists necessitating adoption of this interim zoning control to suspend the use and applicability of certain bonus density options in order to preserve and protect public health, safety, and welfare; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and RCW 35A.63.200 are methods by which local governments may preserve the status quo so that new policies and regulations will not be rendered moot by intervening development; and

WHEREAS, this interim zoning control will provide the City with additional time to review and potentially revise its public health, safety, and welfare requirements and zoning and land use regulations related to providing density bonuses above and beyond the underlying zoning; and

WHEREAS, the City Council concludes that it must adopt this interim zoning control based on concerns as expressed in this ordinance regarding the awarding of density bonuses that are unrelated to affordable housing and historic structure preservation; and

WHEREAS, the City Council has significant concerns regarding whether the use of certain density bonus options is accomplishing the vision and goals of the City's Comprehensive Plan; and

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

WHEREAS, the City Council has considered the applicability and use of bonus density options at multiple Council meetings, including on February 4, February 11, February 25, and March 3, 2020; and

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

WHEREAS, the interim zoning control imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare; and

WHEREAS, the City Council now determines that a public emergency exists requiring that this interim zoning control become effective immediately upon adoption.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim zoning control established by this ordinance. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 below.

Section 2. Interim Zoning Control Imposed. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this Section 2 of this ordinance, the City hereby imposes an interim zoning control, as described in this Section 2, for all properties and development in the Mixed Use Town Center and High School Road Districts as follows:

A. Applicability.

This ordinance hereby suspends the applicability and use of BIMC 18.12.030.E, BIMC 18.27.080, and footnote three to Table 18.12.020-3 related to bonus density options.

B. Exclusions.

The following are excluded from this interim zoning control, meaning that the interim zoning control does not apply to:

1. BIMC 18.12.030.E.1. (which relates to Optional Affordable Housing).
2. BIMC 18.12.030.E.6. (which relates to Historic Structure Preservation).
3. Development projects that filed a complete land use permit application with the City and have purchased from the City or otherwise acquired development rights, including related to bonus floor area ratio, through an executed covenant, development agreement, or contract, prior to the effective date of this ordinance.

C. Effect of This Interim Zoning Control.

For clarity, attached Exhibit A shows BIMC 18.12.030.E., BIMC 18.27.080, and Table 18.12.020-3 and includes as strikethrough text the provisions of BIMC 18.12.030.E., BIMC 18.27.080, and related footnote three to Table 18.12.020-3 that are being suspended by this interim control ordinance, such that the provisions in the strikethrough text shall not be in effect and cannot be used during the period of time in which the interim official control adopted by this ordinance remains in effect.

Section 3. Effect on Vested Rights. The interim zoning control imposed under this ordinance shall operate, as of the effective date of this ordinance, to suspend the applicability or use of BIMC 18.12.030.E. and the related provisions described in this ordinance, subject to the above exclusions, for all properties and development in the Mixed Use Town Center and High School Road Districts. However, nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any property owner's or property leaseholder's vested development rights as defined by state law and City of Bainbridge Island regulations.

Section 4. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony and to consider adopting further findings of fact.

Section 5. 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 6. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Declaration of Emergency; Effective Date; Duration. This ordinance, which the City Council hereby regards as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "Whereas" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This interim zoning control shall take effect immediately and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim zoning control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

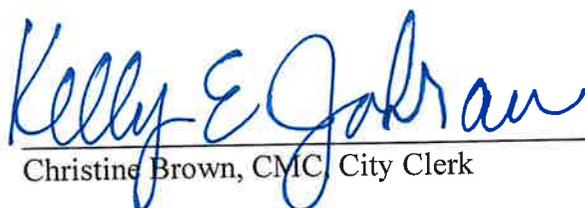
PASSED by the City Council this 10th day of March, 2020.

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



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	March 6, 2020
PASSED BY THE CITY COUNCIL:	March 10, 2020
PUBLISHED:	March 13, 2020
EFFECTIVE DATE:	March 10, 2020
ORDINANCE NUMBER:	2020-10

Attached: Exhibit A: BIMC 18.12.030.E. and related provisions as above described (with applicable strikethrough text)

Exhibit A

The applicability and use of the provisions below in strikethrough text are hereby suspended by this interim control ordinance.

BIMC 18.12.030

E. Bonus Density in Winslow Mixed Use and High School Road Districts. Eligible properties may achieve a maximum level of development above the base FAR, as provided for in Table 18.12.020-3, by using one, or a combination of, the following FAR bonus provisions. The FAR bonus provisions may be combined to achieve the maximum level of development established for each district. In no case shall the total commercial, residential or mixed use FAR exceed the maximum FAR as provided for in Table 18.12.020-3.

1. Optional Affordable Housing.

a. FAR Bonus. Up to 100 percent of the maximum residential FAR bonus may come from providing affordable housing as defined in Chapter 18.36 BIMC; provided, that the difference between the base residential FAR and the maximum residential FAR shall be dedicated to affordable housing. A portion of the total floor area that is of common use and benefit to the entire residential development (for example, interior halls, stairwells, laundry rooms, exercise rooms) may be included in the calculation of the affordable housing component. This portion shall be the same percentage as the affordable housing provided. For example, if 20 percent of the living unit floor area is for affordable housing, then 20 percent of the common floor area may be included in the total affordable housing calculation. Development of the optional affordable housing shall be in accordance with Chapter 18.21 BIMC and Table 18.12.030.

Table 18.12.030: Optional Affordable Housing Bonus Summary Table

Size of Development	Residential development less than 10,000 sq. ft.	Residential development of 10,000 sq. ft. but less than 60,000 sq. ft.	Residential development more than 60,000 sq. ft.
Affordable Housing FAR Bonus	Must provide 100 percent of bonus square footage for extremely low, very low, or moderate income groups.	Must comply with following ratios: (a) 100 percent of bonus for all moderate; OR (b) 0.2 of bonus for extremely low, very low, or low income groups; 0.5 of bonus for moderate income group; and 0.3 of bonus for middle income group.	Must comply with following ratios: 0.1 of bonus for extremely low, very low or low income groups; 0.6 of bonus for moderate income group; and 0.3 of bonus for middle income group.

b. Preservation of the Islander Mobile Home Park. Preservation of the Islander Mobile Home Park as an existing park site for manufactured homes shall be encouraged through the following provisions.

i. Unused FAR from the parcel on which the mobile home park is located may be transferred to another parcel or parcels within the Mixed Use Town Center. For example, the base FAR for the mobile home park would be calculated, less the FAR of the mobile homes. In exchange for permanently preserving the mobile home park, the owner of the property may transfer the unused FAR to another parcel or parcels in the Mixed Use Town Center, where it may be used as bonus FAR above the base FAR for that district.

ii. Permanent preservation of the mobile home park may be used as an affordable housing bonus on another parcel or parcels within the Mixed Use Town Center. For example, in exchange for preserving the mobile home park, the owner of the property would be deemed to have met the affordable housing bonus provisions of subsection A.1 of this section, and could achieve the maximum FAR bonus for residential development on another parcel or parcels in the Mixed Use Town Center. The owner of the mobile home park may either apply the FAR bonus to another parcel(s) he or she owns, or transfer or sell the bonus to another property owner in the Mixed Use Town Center.

~~2. Purchase of Development Rights. Up to 100 percent of the maximum residential, commercial or mixed use FAR bonus may come from the purchase of development rights as provided for in Chapter 18.27 BIMC. The cost of development rights shall be established by resolution of the city council.~~

~~3. Public Amenities and/or Infrastructure. At the applicant's option, a portion of the bonus may be earned through the provision of public amenities, infrastructure, and/or preservation of a heritage tree(s) on site, pursuant to an adopted city council resolution clarifying the amount of credit awarded for different provision of different public amenities and/or infrastructure, as follows:~~

~~a. Up to 40 percent of the maximum residential, commercial or mixed use FAR bonus may come from monetary contributions toward public amenities and/or infrastructure beyond that required for SEPA mitigation. The amount of the contribution shall be established by resolution of the city council. Funds contributed to the public amenities and/or infrastructure shall be used exclusively in the Mixed Use Town Center or High School Road districts, for projects identified in the six-year capital facilities program, or approved by the city.~~

~~b. In lieu of the contribution of funds as provided for in subsection E.3.a of this section, and subject to approval by the director or designee, the public amenities FAR bonus may be achieved by the preservation of a heritage tree(s) on site, construction of public amenities and/or infrastructure beyond that required to mitigate the impacts of development. Public amenities and/or infrastructure projects shall be located in the Mixed Use Town Center or High School Road districts, and shall be chosen from projects identified in the six-year capital facilities program, or approved by the city.~~

4. Community Open Space. In the ferry terminal district, up to 60 percent of the maximum residential, commercial or mixed use FAR bonus may be achieved by providing community open space of one acre, or 20 percent of the parcel area, whichever is greater. The community open space shall be located in or in the immediate vicinity of locations identified in Figure 4.1 of the Winslow master plan. The open space must be located on the same parcel that is being developed, and must be on land that would be otherwise buildable. Adequate public access to the community open space must be provided. The city shall consider approving the bonus, taking into consideration the configuration, public use and accessibility of the proposed open space. In cases where a development project utilizes the community open space bonus provision in conjunction with the purchase of development rights bonus provision, all funds collected from the purchase of development rights shall go toward the preservation of agricultural lands fund.

5. Winslow Town Center Mixed Use/High School Road FAR Transfers. Up to 20 percent of the maximum residential, commercial or mixed use FAR bonus may come from transfers of FAR from parcels within the Mixed Use Town Center and the High School Road districts. The transfer shall create permanent open space through open space preservation covenants on sending parcels that contain critical areas as defined in Chapter 16.20 BIMC. For example, development potential in the ravine of the gateway district may be shifted to the upland area; provided, that the requirements of Chapter 16.20 BIMC are satisfied.

6. Historic Structure Preservation. When an historic structure is preserved on site, the FAR of that historic structure shall not be included in the calculation of total FAR for the site. The historic structure must be included on a state, local or federal register.

7. Ferry Related Parking. In the ferry terminal district, an additional 0.2 FAR may be achieved by relocating existing legal surface ferry commuter parking on site (as shown on Figure 6.2 of the Winslow master plan) to under building or below grade parking. The percentage of the additional FAR that is achieved shall be dependent upon the percentage of parking that is relocated. For example, if 50 percent of existing surface ferry commuter parking on site is relocated under building or below grade, then 50 percent of the total additional FAR (or 0.1 FAR) may be achieved.

BIMC 18.27.080

~~A. In order to use development rights to increase floor area ratio within the Mixed Use Town Center or High School Road districts as provided in BIMC 18.12.030.E, an applicant must fill out an application in a form approved by the city. The application shall include the amount of the requested increase in floor area ratio, and the fee, if any, of the increased floor area ratio. The fee for development rights to increase floor area ratio shall be established by resolution of the city council.~~

~~B. The approved application to utilize development rights to increase floor area ratio within the receiving area must be part of a site plan and design review application under BIMC Title 2. The site plan must indicate the increase in floor area ratio (FAR).~~

~~C. The use of development rights shall be reviewed for conformance with the design review provisions of BIMC 18.18.030.~~

Table 18.12.020-3

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD	MAXIMUM FAR (Floor Area Ratio) [1]								
Basic Maximum						0.3			
Commercial and Other Nonresidential Uses	0.6	0.4	0.3	0.15	0.1				No max.; limited by other standards
Residential	0.4	0.4	0.3	0.5	0.4	0.3			No FAR limit: R-2 standards apply
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3			No max.; limited by other standards
Maximum with Bonus									

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD	1.0	0.6	0.6	0.3	0.2	0.6	N/A	N/A	
	Commercial and Other Nonresidential Uses						Bonus densities require compliance with BIMC 18.12.030.D		
Residential	Bonus densities require compliance with BIMC 18.12.030.E								
	1.0	0.6	0.6	1.0	1.1	0.6	N/A	N/A	
Mixed Use [2]	Bonus densities require compliance with BIMC 18.12.030.E								
	1.5	1.0	1.0	1.0	1.3 (1.5 pursuant to note [3])	1.0	N/A	N/A	
Bonus densities require compliance with BIMC 18.12.030.E									

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSRI I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Erickson Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD									
MINIMUM LOT DIMENSIONS									
Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20,000 sq. ft.	20,000 sq. ft.
Depth	N/A	N/A	N/A	N/A	N/A	N/A	80	N/A	N/A
Width	N/A	N/A	N/A	N/A	N/A	N/A	80	N/A	N/A
MAXIMUM LOT COVERAGE									
	100%, excluding setbacks	35%	35% 2,500 sq. ft. max. building footprint south of Wyatt, excluding parking	35%	75%	50%	35%	35%	50%

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD			structures located below predevelopment and finished grade						
<p>SETBACKS (Minimum required unless otherwise noted) [4]</p> <p>Note: Landscaped areas may serve as setbacks and, in some cases, may exceed the setback requirements.</p> <p>Note: Additional setbacks may be required by:</p> <p>(a) Chapter 16.12 BIMC, Shoreline Master Program; or</p> <p>(b) Chapter 16.20 BIMC, Critical Areas; or</p> <p>(c) BIMC 16.28.040, mining regulations; or</p> <p>(d) BIMC 18.09.030, Use Specific Standards; or</p> <p>(e) BIMC 18.12.030.F, Shoreline Structure Setbacks.</p>									

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD									
Front	Commercial: 5 ft. max. from sidewalk; Residential: 10 ft. min. and 20 ft. max. from Madison Ave. sidewalk	10 ft. min., 20 ft. max.	15 ft. min., 20 ft. max.	5 ft. max. from sidewalk	5 ft. max. from sidewalk except as modified by transition standards in BIMC 18.12.030.C	10 ft. max. from sidewalk	0 ft. min., 20 ft. max. from any street, planned right-of-way or road easement, unless otherwise provided under special planning	50 ft. min. along any public right-of-way	40 ft. min. from property in residential districts; 10 ft. min. for all other

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center						HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]					
DIMENSIONAL STANDARD							area provisions			
Side	0 ft.; 5 ft. min. when property abuts the Madison Avenue or Ericksen Avenue overlay districts	0 ft.; 5 ft. min. when property abuts the central core overlay district	5 ft. min.	0 ft.	0 ft.	0 ft.	0 ft. when property abuts another NC zone; 15 ft. when property abuts a residential zone	10 ft.; 50 ft. when abutting a residentially zoned property. The city may increase this to a maximum of 100 ft.	40 ft. min. from property in residential districts; 10 ft. min. for all other	

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center						HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Erickson Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]					
DIMENSIONAL STANDARD								depending on the type, scale, and intensity of the proposed use, subject to site plan review.		
Rear	0 ft.; 5 ft. min. when property abuts the Madison	0 ft.; 5 ft. min. when property abuts	0 ft.; 5 ft. min. when property abuts the central core or Madison	0 ft.	0 ft.	0 ft.	0 ft. when property abuts another NC zone; 15 ft.	15 ft. min.; 50 ft. min. when abutting a residential	40 ft. min. from property in residential districts;	

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Erickson Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]			
DIMENSIONAL STANDARD	Avenue or Erickson Avenue overlay districts	the Central Core or Erickson Avenue overlay districts	Avenue overlay districts			when property abuts a residential zone	district. City may increase to a maximum of 100 ft. based on type, scale, and intensity of proposed use, subject to site plan review.	10 ft. min. for all other
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC 18.12.030.F, Shoreline Structure Setback Lines							

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD									
MAXIMUM BUILDING HEIGHT [5]									
Note: Bonus may not be available in the shoreline jurisdiction									
Base	35 ft.; 25 ft. max. south of Parfitt	25 ft.; 35 ft. north of High School Road	25 ft.	35 ft.	BIMC 18.12.030.C standard height north of Winslow Way; 35 ft. south of Winslow Way	35 ft.	35 ft.	35 ft.	35 ft. except that Chapter 16.12 BIMC applies within shoreline jurisdiction
Bonus 1 if parking under building [6]	45 ft.; 35 ft. south of Parfitt	35 ft.; 45 ft. north of	35 ft.	45 ft.	BIMC 18.12.030.C optional	45 ft.			

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD		High School Road			height north of Winslow Way; 45 ft. south of Winslow Way				
Bonus 2 for Nonresidential Uses with Major Conditional Use Permit						45 ft.	45 ft.	45 ft.	

Table 18.12.020-3 Dimensional Standards for Mixed Use Town Center and “Other” Zone Districts

ZONING DISTRICT	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]				
DIMENSIONAL STANDARD	Alternative height limits may apply if the conditional use permit provisions of BIMC Title 2 are met. Some encroachments through height limits are permitted under BIMC 18.12.040.								
Bonus 3 Structure Height	Alternative height limits may apply if the conditional use permit provisions of BIMC Title 2 are met. Some encroachments through height limits are permitted under BIMC 18.12.040.								

[1] If the existing FAR for a developed property as of May 21, 1998, is higher than the base FAR for that district, then the existing FAR will be considered the base FAR for that developed property. Total FAR may not be exceeded.

[2] In mixed use development, the established FAR in the residential and commercial components shall not be exceeded. For the residential FAR bonus provisions for qualifying housing design demonstration project, refer to the bonus density provisions in BIMC 2.16.020.S.8.

[3] ~~In mixed use development in the ferry terminal district, an additional 0.2 FAR is permitted in accordance with BIMC 18.12.030.E.7. The additional FAR may be applied to either the residential or commercial component of the mixed use development.~~

[4] When property adjoins a single-family residential zone, building setback shall be in accordance with the landscape ordinance perimeter landscaping requirements.

[5] When property adjoins a lower density residential zone, except in the ferry terminal district, north of Winslow Way, for the first 30 feet of the building from the property line of an adjoining lower density residential zone, the building height shall be the building height of the adjoining lower density residential zone. Optional building height allowed in the adjoining lower density residential district through a conditional use permit may be requested for projects within the Mixed Use Town Center and High School Road zones through the site plan review process. For building height requirements in the ferry terminal district, north of Winslow Way, referencé BIMC 18.12.030.C.

[6] The bonus height is only available for the entire building if parking is located under more than 50 percent of the building footprint. If parking is located under 50 percent or less of the building footprint, the bonus may only be used for a portion of the building footprint twice as large as the area with parking located beneath.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:35 PM) Community Concerns Related to Sexual Assault Investigations and Bainbridge Island Police Department Procedures - Police and Executive,

SUMMARY: The Council requested time to discuss recent community concerns related to sexual assault investigations, and to review current procedures used by the Bainbridge Island Police Department. Police Chief Joe Clark and the City Manager will support the Council's discussion.

AGENDA CATEGORY: Discussion

PROPOSED BY: Police

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Safe City

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: August 11, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:55 PM) Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property - Executive,

SUMMARY:

The City's current procedure governing the surplus and sale of real property, as adopted by Resolution No. 2016-18, contains outdated references to the types of written appraisal reports that may be obtained. Updates are needed related to state law provisions. Additional housekeeping changes are also proposed.

AGENDA CATEGORY: Resolution

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward Resolution No. 2020-02 for approval with the August 25, 2020 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

On August 23, 2016, the City Council passed Resolution No. 2016-18, adopting the City's current procedure governing the surplus and sale of City-owned real property.

The City's current procedure governing the surplus and sale of real property, as adopted by Resolution No. 2016-18, contains outdated references to the types of written appraisal reports that may be obtained.

Specifically, the practice of real state appraisers in Washington State is regulated by state law. One provision of state law, WAC 308-125-200, adopts the Uniform Standards of Professional Appraisal Practice ("USPAP") of the Appraisal Foundation as the standard of practice governing real estate appraisal activities within Washington State. Prior editions of the USPAP provided for three types of written appraisal reports (i.e.,

self-contained, summary, and restricted). However, the current edition of the USPAP only provides for two types of written appraisal reports (i.e., appraisal report and restricted appraisal report). This change was made in the 2014-15 update to the USPAP. The attached article from the Appraisal Institute summarizes this change in more detail.

Given the changes to the USPAP, updates to the City's procedure are needed.

As drafted, Resolution No. 2020-02 would update the City's procedure for the surplus and sale of City-owned real property to reflect the changes in the USPAP. Specifically, Resolution No. 2020-02 specifies that the City Council will, upon recommendation from staff, determine whether an appraisal is required and if so directs that the City will obtain a written appraisal report from a state certified general appraiser. For the purposes of Resolution No. 2020-02, "appraisal report" means a detailed written report containing the information required under Standards Rule 2-2(a) of the 2020-21 Edition of the USPAP, as may subsequently be amended by the Appraisal Foundation.

Note: Standards Rule 2-2(a) is on pages 20-22 of the virtual manual available for free online at the following link: <https://uspap.org/>.

ATTACHMENTS:

[Resolution No. 2020-02, Updating the City's Procedure for the Surplus and Sale of City-Owned Real Property](#)
[Resolution No. 2016-18, The City's Current Procedure for the Surplus and Sale of City-Owned Real Property](#)
[Appraisal Institute - Summary of 2014-15 USPAP Changes to Written Appraisal Report Types](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2020-02

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

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

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

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

WHEREAS, WAC 308-125-200 adopts the Uniform Standards of Professional Appraisal Practice (“USPAP”) of the Appraisal Foundation as the standard of practice governing real estate appraisal activities within Washington State; and

WHEREAS, prior editions of the USPAP provided for three types of written appraisal reports (i.e., self-contained, summary, and restricted); and

WHEREAS, the current edition of the USPAP now only provides for two types of written appraisal reports (i.e., appraisal report and restricted appraisal report); and

WHEREAS, the City Council now desires to update the City’s procedure for the surplus and sale of real property owned by the City of Bainbridge Island to reflect the changes in the USPAP, as well as to provide other updates to the procedure.

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

Section 1. Resolution No. 2009-02, Resolution No. 2015-15, and Resolution No. 2016-18 are hereby repealed in their entirety.

Section 2. A new procedure for the surplus and sale of City-owned real property is hereby adopted as shown on **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 3. 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:	August 7, 2020
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO.	2020-02

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

1. Surplus Procedure for Real Property

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

1.1 Public Hearing

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

1.2 Surplus Declaration

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

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

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

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

2. Sale Procedure for Real Property Declared Surplus

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

2.1 Determination of Market Value.

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

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

2.2 SEPA Review.

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

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

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

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

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

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

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

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

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

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

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

2.4 Rules Implementing RCW 39.33.015.

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

3. City Real Property Inventory

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

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

4. Review of City Real Property Holdings

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

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

5. Surplus Property Report

The City Manager, or their designee, shall prepare an annual written report containing an update on real property previously declared to be surplus. The written report shall be submitted to the City Council in connection with the City's Mid-Year Financial Report.

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

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

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

RESOLUTION NO. 2016-18

A RESOLUTION amending Resolution No. 2009-02 establishing procedures for the surplus and sale process for real property owned by the City of Bainbridge Island.

WHEREAS, on March 11, 2009, the City Council passed Resolution No. 2009-02 establishing procedures for the surplus and sale process for real property owned by the City; and

WHEREAS, on August 11, 2015, the City Council passed Resolution No. 2015-15 amending Resolution No. 2009-02; and

WHEREAS, the City of Bainbridge Island desires to further revise these procedures;

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

1. Amendment

Resolution No. 2009-02 is revised to read as follows:

A. City Real Property Inventory. ~~The Director of Public Works~~ City manager or designee shall establish and maintain an inventory and map of City-owned property. References in this Resolution to “City-owned property” are meant to include any real property owned by the City or any of its utilities or other special-purpose funds. The inventory will include the following information:

1. Property name;
2. Street address (if available);
3. Kitsap Assessor’s Office Property Tax Parcel Number;
4. Use of property;

5. Listing of restrictions, covenants or other limiting attributes;
6. Status of property (active or inactive);
7. Any planned future use;
8. City fund that currently owns the property;
9. Estimated land and improvement value; and
10. Restrictions on property use or sale (if applicable).

~~B. — Establishment of Real Property Review Committee. A real property review committee (the “Committee”) is hereby established which shall advise the City Council with respect to the disposal of real property owned by the City. The Committee shall be composed of the City Manager, the Finance Director, the Public Works Director and the City Attorney.~~

B.C. Annual Review of City Real Property Holdings. ~~The Committee~~ City manager or designee shall annually review all of the City’s current real property holdings with regard to the following:

1. If the current use is appropriate and necessary;
2. If the property could be used for another City purpose consistent with its original purchasing fund responsibility restrictions, if any;
3. If the property could be used for another City purpose outside of the responsibility of original purchasing fund restrictions, if any;
4. If the property appears to be surplus to the City’s needs;
5. Whether there is evidence of potential interest by anyone in purchasing the property; and

6. Whether there is an interest by the Board of the Metropolitan Parks & Recreation District, or by any other Bainbridge Island taxing district, in acquiring ~~having the property transferred to that District.~~

~~C.D. Annual written report. Following its review, not less than once per calendar year the Committee~~ City manager or designee shall prepare an annual written report containing an update on previously surplussed property and recommendations as to whether any additional City real property should be declared surplus by the City Council. The report shall contain the following information with regard to any property ~~that the Committee is recommending to be declared~~ recommended for surplus:

1. Description of the location and size of the property;
2. Description of the circumstances under which the property was obtained;
3. Description of the funds used to acquire the property and any restrictions on the property's use or disposal;
4. ~~Recommendation as to which fund the proceeds from its sale should be credited;~~
- ~~5~~4. Description of what municipal use the property has been put to in the past, if any, and what use, if any, for which it might be held;
- ~~6~~5. ~~The date of any and each prior appraisal of the property, and the value determined by each such appraisal;~~
- ~~7~~5. Estimation of value (pre-appraisal) of the property;
- ~~8~~6. Whether an appraisal is recommended and the type of appraisal;

97. Whether the property is only usable by abutting owners or is of general marketability;
108. Whether special consideration ought to be given to some other public agency that has a use for the property;
119. Whether the property should be sold at auction, by sealed bid, by request for proposal (RFP), or by negotiation;
1210. Recommendation as to whether any special covenants or restrictions; should be imposed in conjunction with sale of the property; and
1311. If owned by a City utility, recommendation as to whether the property should be sold or transferred to the City's General Fund prior to being conveyed or sold to a third party.

The written report shall be submitted to the City Council in connection with the City's Mid-Year Financial Report no later than April 30 of each calendar year.

D.E. Surplus Real Property Declaration. City real property may be declared surplus by the City Council after the following procedures have been completed:

1. The City Council shall hold a public hearing as part of its process to consider whether to declare any real property surplus to the needs of the City. In accordance with RCW Chapter 39.33, notice of said hearing shall be published in the City's official website (or, if legally necessary, in the City's newspaper of record) not less than ten (10) days nor more than twenty-five (25) days prior to the hearing. In

addition, a news release pertaining to the public hearing shall be posted on the city website.

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

- (a) Whether the property should be transferred to another Bainbridge Island taxing district;
- (b) Whether the property should be sold by sealed bid, at auction, by request for proposal (RFP), or through negotiated sale; (including listing with a real estate broker); and
- (c) Whether special covenants or restrictions should be imposed as a condition of the sale.

E.F. Sale Procedures for Surplus Real Property. The following procedures and requirements shall apply to real property sold as surplus by the City:

1. Determination of Market Value. After a property has been declared surplus and prior to its sale or transfer, the city shall order one of the following three types of appraisals based on the ~~Committee's~~ estimate of the property value.

Estimated Property Value	Recommended Report Format	Review Suggested
Up to \$100,000	Limited/Restricted	No
\$100,001 to \$500,000	Limited/Summary	No
\$500,001 to \$3,000,000	Complete/Summary	Yes
\$3,000,001 and above	Complete/Self-Contained	Yes

~~Any~~The appraiser or reviewer hired by the City must be licensed by the State of Washington as a “state certified general appraiser.”

2. SEPA Review. The sale and/or transfer of any surplus real property that is subject to an authorized public use shall be contingent upon completion of a SEPA review process and the expiration of the SEPA appeal period.

3. Processes for sale of real property.

(a) Disposition by Sealed Bid. Where a property is sold by sealed bids, the prevailing bidder must enter into a purchase and sale agreement and make a deposit in the amount agreed by the parties within the time specified by the City. ~~any and all bids submitted must be accompanied by a bid deposit in the form of a cashier check payable to the City of Bainbridge Island in an amount equal to ten percent (10%) of the bid amount.~~ Such deposit accompanying the successful bid shall be deposited into escrow until closing on the purchase of the property, and payment of the remaining amount of the purchase price shall be made within thirty (30) days, unless

otherwise agreed by the parties. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(b) Disposition by Auction. Where property is sold at auction, the prevailing bidder must immediately tender a cash deposit or certified check for deposit into escrow as earnest money to the City of Bainbridge Island in an amount agreed by the parties equal to ten percent (10%) of the bid amount.

Payment of the remaining amount of the purchase price shall be made within thirty (30) days, unless otherwise agreed by the parties. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the City as liquidated damages.

(c) Disposition by Request for Proposal. ~~(including listing with a licensed real estate broker.)~~ Where property is sold through a process that includes a request for proposals (RFP), a specification document (including criteria for evaluation of applicant proposals) shall be made available to any person or entity which the City determines would be a qualified applicant. Acceptance or rejection of responses to a Request for Proposal shall be in the sole discretion of the City

Council. If a responsive proposal is accepted by the Council, the development process will proceed as follows:

(i) ENA Stage. Once the City selects a Developer, it and the Developer will then execute an Exclusive Negotiating Agreement (ENA).

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

(iii) Construction Stage. Once all the DDA conditions precedent to property transfer have been met, the City will transfer the site to the Developer, and construction will ~~being~~ begin within a short time thereafter, as mutually agreed upon by the City and the Developer.

(d) Disposition by Negotiated Sale or Sale through a Real Estate Broker. Where property is sold by negotiated sale or through a real estate broker, the purchaser shall deposit earnest money into escrow in an amount agreed by the

~~parties equal to ten percent (10%) of the purchase price~~
within three (3) business days of execution of a purchase and
sale agreement for the purchase of the Subject Property.
Payment of the remaining balance of the purchase price shall
be made within thirty (30) days, unless otherwise specified
in the purchase and sale agreement. In the event the
purchaser is unable to pay the remaining amount within the
required time, the earnest money deposit shall become non-
refundable and may be retained by the City as liquidated
damages.

4. Notification of Sale of Surplus Real Property. Notice of sale of surplus property shall be given in accordance with RCW 39.33.020.
- ~~5. All requests to purchase City property shall be directed to the Finance Director with a copy to the City Attorney.~~
- ~~5.6.~~ Form of Conveyance. All conveyances shall be made by quit claim deed.
- ~~6.7.~~ Closing Costs. Closing including, but not limited to, title insurance, recordation costs, and escrow fees shall be allocated as agreed by the parties. Each party shall bear its own brokerage costs, if any.

~~F.G.~~ Intergovernmental Transfers. Intergovernmental transfers of real property shall be made in accordance with RCW Chapter 39.33, RCW Section 43.09.210 and/or any other applicable statutes.

PASSED by the City Council this 23rd day of August, 2016.

APPROVED by the Mayor this 23rd day of August, 2016.

By: 
Val Tollefson, Mayor

ATTEST/AUTHENTICATE:

By: 
Rosalind D. Lassoff, CMC
City Clerk

FILED WITH THE CITY CLERK:	July 31, 2016
PASSED BY THE CITY COUNCIL:	August 23, 2016
RESOLUTION NO.	2016-18

Login

AI Resources

Education

Publications

Professional Practice

News

Advocacy

About Us

Home > RU > USPAP Updates for 2014-15 Simplify Reporting Requirements

Print Email Share

FAQs

No FAQ's found.

View All

February 2014

USPAP Updates for 2014-15 Simplify Reporting Requirements

Changes for the 2014–15 edition of the Uniform Standards of Professional Appraisal Practice include the usual improvements for clarity and consistency, but primary changes involve broad revisions to reporting requirements and the retirement of two provisions, according to an article published in the Fourth Quarter 2013 issue of Valuation magazine.

For at least six years, the Appraisal Standards Board has been working to improve reporting requirements. Existing USPAP requirements have been lacking because the reporting options were not sufficiently distinctive, and the communication of assignment results prior to and after the issuance of a report were not addressed, among other concerns.

Changes this cycle, however, address weaknesses in the reporting options, primarily the difficulty in adequately distinguishing between language that “summarizes” or “describes,” and the labels applied to the real property appraisal report options (Self-Contained, Summary and Restricted Use).

The ASB eliminated the Self-Contained Report option, and renamed both the Summary Appraisal Report (now known as Appraisal Report) and the Restricted Use Appraisal Report (now known as Restricted Appraisal Report). The newly minted Appraisal Report option for real property appraisals establishes a minimum level of information, placing the responsibility on the appraiser to decide if additional detail or explanation is required. This change is effectively an extension of the concept underlying the Scope of Work Rule — the appraiser is a professional who can best decide the appropriate services and reporting to provide intended users.

The ASB also retired Standards 4 and 5 for real property appraisal consulting, citing concern for clarity, misapplication and enforceability. The definition of “appraisal consulting” also was deleted, and references to appraisal consulting throughout USPAP were removed.

Effectively, most real property appraisal consulting assignments become either appraisal or appraisal review assignments with additional components. For an assignment that is not an appraisal or appraisal review, appraisers will continue to comply with the requirements for ethical and competent performance. When the services include an appraisal or appraisal review, appraisers will continue to comply with the Scope of Work Rule, the Record Keeping Rule and Standards 1–3 and 6–10 (as appropriate).

Read about [additional USPAP changes for 2014-15](#).

Print Email Share



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:05 PM) Appointments to the Ethics Board and Historic Preservation Commission - Mayor Schneider,

SUMMARY: A call for participation was issued for volunteers to serve on the Ethics Board and Historic Preservation Commission.

This agenda item includes completed applications and resumes where provided by the applicant. A series of interviews were conducted. Mayor Schneider recommends the appointments identified in the attached spreadsheet and that those appointments be forwarded to the August 25, 2020 business meeting consent agenda for Council confirmation.

AGENDA CATEGORY: Appointment

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to forward for approval with the August 25, 2020 Consent Agenda the following recommended Ethics Board appointments as shown on the attached spreadsheet: Doña Keating to Position 1; Jim Cash to Position 2; David Mallon to Position 3; Karen Anderson to Position 4; Dominique Cantwell to Position 6; and Tyler Weaver to Position 7.

I move to forward for approval with the August 25, 2020 Consent Agenda the following recommended Historic Preservation Commission reappointment and appointments as shown on the attached spreadsheet: reappointment of Eric Kortum to Position 1; and the appointments of Terri Bumgardner to Position 2, Rick Chandler to Position 3, and Christopher Moreno to Position 5.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Recommended Appointments \(Ethics Board and Historic Preservation Commission\).pdf](#)

[Ethics Board Applications \(Redacted\).pdf](#)

[Historic Preservation Commission Applications \(Redacted\).pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

City Advisory Group Call for Participation

Close Date – July 31, 2020

Interview Team	Advisory Group (# of positions) Term Expires	Vacant Positions	Applications Alphabetically	Preferred Qualifications (RCW/WAC if applicable)
<p>Mayor Leslie Schneider</p> <p>Council Liaison Kirsten Hytopoulos</p> <p>Chair Jennifer Hodges</p>	<p>Ethics Board (7)</p> <p>Position 1 Doña Keating (term through June 2023)</p> <p>Position 2 Jim Cash (term runs through June 2023)</p> <p>Position 3 David Mallon (term runs through June 2021)</p> <p>Position 4 Karen Anderson (term runs through June 2021)</p> <p>Position 6 Dominique Cantwell (term runs through June 2022)</p> <p>Position 7 Tyler Weaver (term runs through June 2022)</p>	6	<p>Karen Anderson Jonathan Brenner Dominique Cantwell James Cash Matthew DeBlois Doña Keating Larry Lofgren David Mallon Lisa Neal Andi O’Rourke Judith Tingley Corban Hunter Quigg Tyler Weaver Joseph Wolfe</p>	<p>Members of the Board shall represent a diverse set of backgrounds and interests.</p> <p>At least one member of the Ethics Board shall be a former judicial officer or have expertise in ethics acquired through education or experience.</p> <p>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.</p> <p>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).</p>
<p>Mayor Leslie Schneider</p> <p>Council Liaison Kirsten Hytopoulos</p> <p>HPC Member Brianna Kosowitz</p>	<p>Historic Preservation Commission (7)</p> <p>Position 1 – Eric Kortum (term runs through June 2023)</p> <p>Position 2 – Terri Bumgardner (term runs through June 2023)</p> <p>Position 3 – Rick Chandler (term runs through June 2021)</p> <p>Position 5 – Christopher Moreno (term runs through June 2022)</p>	4	<p>Terri Bumgardner Rick Chandler Eric Kortum Christopher Moreno David Peterson</p>	<p>HPC shall include at least three members who have experience in identifying, evaluating and protecting historic resources and who are selected from among the disciplines of history, architecture, landscape architecture, architectural history, historic preservation, planning, cultural anthropology, archaeology, biology, geography, cultural geography, American studies, law, and real estate, referred to in this chapter as the “professional positions.”</p>

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Friday, February 14, 2020 3:16:32 PM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Karen Anderson
----------------	----------------

Email	
-------	--

Phone	
-------	--

Address	
---------	--

City	Bainbridge Island
------	-------------------

State	WA
-------	----

Zip	98110
-----	-------

Current Employer	Retired - The Boeing Company
------------------	------------------------------

Current Position	Retired
------------------	---------

I am interested in serving on one of the following City advisory groups (select all that apply):	Ethics Board (6 positions)
--	----------------------------

Experience & Qualifications

Have you served on any City advisory groups in the past?	No
--	----

If so, please indicate which groups:	<i>Field not completed.</i>
--------------------------------------	-----------------------------

Please share your qualifications for this appointment (skills,	As an employee and manager at Boeing for 25 years and later as a consultant to Boeing, I have received extensive (yearly) ethics training. Also, as a certified teacher at North Kitsap and Neah
--	--

activities, training, education) if any:

Bay between Boeing retirement and consulting, I was well versed in and abided by the ethics required by law for teacher's responsibility to the public trust. Resume will be provided if selected for interview.

Please share your community interests (groups, committees, organizations) if any:

Willing to fulfill opening short term to June 2020 or longer.

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

City Manager's Report (e-newsletter)

Other

Field not completed.

RESUME

KAREN M. ANDERSON

OBJECTIVE

City of Bainbridge Island – Ethics Board Volunteer

EXPERIENCE

- Anderson Solutions - Project Management, Quality Auditing, Business Analysis, ISO 9000 Consultant, and Technical Writer for Continental DataGraphics, a wholly-owned Boeing subsidiary, Bellevue and El Segundo, California, November 2004 to March 2013
- Volt Technical Services – Business management, contract writing and management, and process re-engineering for Boeing Customer Services, August 2001 – June 2002
- English Instructor, North Kitsap High School, Poulsbo, WA, 1998-2001
- Computing Instructor, Basic Computing Seattle Central Community College, 2000

The Boeing Company (25 years)

- Business Systems Manager – Member of management team for software development and implementation of two major Boeing software systems. Responsibility for developing process flow scenarios using structured analysis methodology, and business process analysis of customer and inventory management systems. Managed user requirements definition process, documentation, and logistics, plus worldwide computing equipment installation and maintenance, coordinating wide-area and local-area networks problem resolutions, foreign customs and shipment regulations and resolutions. Developed Boeing Commercial Airplanes company-wide redeployment process flow as well as authored the company policy and procedures for the redeployment processes.
- Project Management -- Training Manager, Responsible for managing and gathering customer requirements and integration, development of training plan, training documents, and implementation for training, of over 3,000 employees on three separate computer systems (the Boeing-developed SONIC mainframe system, the BOECOM II Unix communication system, and the Dos-based(Boeing Field Service communication software system used internationally).
- Project/Event Management – Loaned executive from Boeing as Executive Director to plan and manage Northwest International Women’s Conference, a three-day event for 1800 participants. Planned and managed several other Boeing-sponsored ATA and Spares airline conferences.
- Business Management -- (On-going for 20 years) Supporting Marine Systems Contracts, Customer Services Spares and Field Service Business Systems, Renton Division 737/757 Avionics, Electrical, Payloads, New Product Development, and Quality Improvement with budget estimates, budget plans yearly to five year, monthly tracking as well as performance to schedule; monthly and year-end accounting for department operating plans (labor and non-labor), negotiating schedules with Renton Manufacturing, and numerous presentations.
- Contract Management --Managed U.S. Navy research and development contracts, negotiated changes on hydrofoil contract, responsible for ITAR export and domestic licenses for military and commercial hydrofoil, and correspondence and control systems. Managed and re-wrote operating agreement contract between Boeing and major airline spare parts catalogs vendor.

EDUCATION

- Undergraduate Freshman Year, Pacific Lutheran University
- B.A., English Literature, University of Washington
- Post-Graduate Work in Education: University of Washington, University of Puget Sound, Seattle Pacific University
- Post-Graduate Work in Management and Art: University of Puget Sound and University of Southern California

CERTIFICATES

Government Contracts Management and Negotiation

Quality Auditor Certificate (5-hour exam), American Society for Quality, May 2005

State of Washington Continuing Teacher Certificate (expired) for Grades 4-12 English and
Grades 4-12 English/Language Arts

State of Washington Life-Time Substitute Certificate (Issued 1998)

VOLUNTEER EXPERIENCE

- Bloedel Reserve, Bainbridge Island, Docent and Tour Guide, 2009-2019
- Winslow Park Condominium Association, Bainbridge Island, President, 2002-2006
- Boeing Bluebills, Port Ludlow, Retiree Assistance Program, 2000-2008
- Volunteer, Arviq School, Platinum, Alaska, August 2000
- K-12 Reading and Language Arts Curriculum Review Committee (curriculum alignment), Bainbridge Island Public Schools, Community Representative, Volunteer, 1998-2000
- Boeing – Co-Director, Renton Division U.S. Bond Drive, 1985
- Issaquah High School Class Reunions' Chairperson

TRAVEL

Extensive United States, including Alaska and Hawaii, Canada, Mexico, Chile, Argentina, Uruguay, Southern Brazil, the Panama Canal, Puerto Rico, Curacao, Mexico, St. Thomas, Martinique, Norway, Israel, Greece, England, Australia, France, Italy, Switzerland.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Tuesday, January 28, 2020 10:44:04 AM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Jonathan Brenner

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Sanchez, Mitchell, Eastman & Cure, PSC

Current Position Paralegal

I am interested in serving on one of the following City advisory groups (select all that apply):

Ethics Board (6 positions)

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, I have a background as a paralegal who has worked in land use and government regulation.

activities, training, education) if any: Education: MA Music (2007), BM Music (2005), AA Photography (2007), Paralegal Certificate (2011)

Please share your community interests (groups, committees, organizations) if any: My community interests are Lesser-Known Players (Board Member and Music Director), and Bainbridge Performing Arts (Musician)

Feel free to attach your resume (optional): *Field not completed.*

Type the Year 2020

How did you hear about the volunteer opportunity? Other - See below

Other Jennifer Hodges

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Friday, February 14, 2020 3:05:00 PM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Dominique Cantewell

Email

Phone

Address

City Bainbridge Island

State Washington

Zip 98110

Current Employer Bainbridge Performing Arts

Current Position Executive Director

I am interested in serving on one of the following City advisory groups (select all that apply): Ethics Board (6 positions)

Experience & Qualifications

Have you served on any City advisory groups in the past? Yes

If so, please indicate which groups: LTAC, Town Square Task Force

Please share your qualifications for this appointment (skills, In addition to my experience as the director of a non-profit organization, I am a strategic planning facilitator and have certificates in strategic frameworks for non-profit organizations

activities, training, education) if any:

and board facilitation from the Harvard Kennedy School. Both certifications have emphasized consensus building within diverse communities.

Please share your community interests (groups, committees, organizations) if any:

I volunteer for several local service groups, have served on the board of several more, and am constantly seeking opportunities to improve our community through arts education, compassion, and leadership.

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Other (please specify below)

Other

City Council Meeting

DOMINIQUE E. CANTWELL

EDUCATION

Scripps College 2002

Bachelor of Arts, *Politics & International Relations* Secondary Focus, *Classical Studies*

Thesis: "Armament and Anxiety: Defining the Role of NATO in the Future of European Security"

Harvard Kennedy School

Executive Certificate, *Strategic Framework for Nonprofits* 2015

Executive Certificate, *Mobilizing Nonprofit Boards* 2018

CURRENT PROFESSIONAL EXPERIENCE

Bainbridge Performing Arts

Executive Director

July 2011 - Present

Managing Director

February 2010 - July 2011

Manage a thriving non-profit arts center that includes a permanent presenting company, symphony orchestra, theatre school, cultural outreach series, gallery, and more. Executive and operational director of stewardship, development, risk management, planning, finance, and organizational oversight.

- Successfully took the organization from severe operating losses, chronic debt, and inadequate financial controls to debt-free budgetary surpluses of 10-15% year over year
- Grew the organizational budget by 45% over five years by developing programming and curriculum to increase earned income
- Increased contributed income, including major gifts 34% over four years
- Increased subscriber rate 20-22% every year of tenure
- Developed new outreach programs to promote cultural education for grades K-12
- Recruited, hired and retained top quality staff (9 core staff, 120+ seasonal contractors and volunteers)
- Partnered with supporters to make 100% of programming and classes accessible via need-blind admissions and scholarship programs

Independent Consultant

Principal Fundraising and Strategic Planning

June 2004 - Present

Engage non-profit boards in meaningful strategic planning, process development, and retreats that focus on stewardship, sustainability, and community building.

PRIOR PROFESSIONAL EXPERIENCE

Youth For Understanding, USA

Western District Office Coordinator

2005 - 2006

Area Representative

2000 - 2007

Boxer for Senate

Deputy Director of Finance, Southern California

2003 - 2004

California Institute of Technology

Alumni House Manager, Administrative Aide

2003

California Democratic Party

Finance Deputy

2002

The European Union Center of California

Program Coordination Assistant

2001 - 2002

DOMINIQUE E. CANTWELL

VOLUNTEER and COMMUNITY EXPERIENCE

Strategic Planning

Pro-bono consultation and facilitation 2008 - Present

Bainbridge Island Infrastructure Ballot Measure Task Force

Appointed public/city liaison 2016 - Present

Visually Impaired Readers

Read and record local newspapers for our community's visually impaired 2018 - Present

Bainbridge Island Public Art Committee

Appointed public/city liaison 2014 - 2017

Arms Around Bainbridge Cancer Support

Pro-bono Fundraising Consultant 2014 - 2016

Helpline House

Clothing Bank Volunteer 2013 - 2015

City of Bainbridge Island Lodging Tax Advisory Committee

Appointed public grant reader/advisor 2013, 2017 - 2019

IslandMoms Networking Collective

Moderator 2011 - 2015

Bainbridge Youth Services

President- Board of Trustees, Fund Raising Chairperson 2006 - 2011

Fun Run Chairperson 2006 - 2013

Island Cooperative Preschool

Fundraising Chairperson 2008 - 2010

Program for Early Parenting Support (PEPS)

Bainbridge Island Group Leader, Volunteer 2008 - 2010, 2014 - 2015

Scripps College

Young Alumnae Development Chairperson 2007 - 2009

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Tuesday, June 23, 2020 11:02:32 AM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name James Cash

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Retired

Current Position Retired

I am interested in Ethics Board
serving on one of the
following City advisory
groups (select all that
apply):

Experience & Qualifications

Have you served on Yes
any City advisory
groups in the past?

If so, please indicate Infrastructure Ballot Measure Task Force; Cultural Funding Grant
which groups: Advisory Committee; Sustainable Transportation Task Force

Please share your As a Public Procurement Professional, I was bound by the ethics
qualifications for this of my profession to ensure that even the appearance of any
appointment (skills, conflict of interest or violation of Public Trust would never come

activities, training, education) if any:

into question. This was a tenet of my profession which, in many cases went beyond the requirements set forth in the ethical standards stipulated by the Governmental Agency for which I worked. I was Nationally Certified by the National Association of Purchasing Management (NAPM) as a CPM (Certified Purchasing Manager) and was required to recertify periodically. I worked for the City of Long Beach (CA) as an Assistant Buyer and then as the Supervisor of Stores and Property for the City's Municipal Gas Department. I then worked for the City of Santa Ana as a Buyer, specializing in Public Safety (Police & Fire) as well as personal services contracts and oversaw the remodel of the Santa Ana Library and the Bowers Museum along with the construction of the Public Safety Facility. I have training in effective communications, negotiations and conflict resolution. I worked as the Operations Manager for a home delivered meal non-profit for those affected with the AIDS virus in San Diego (CA) Mama*s Kitchen. I was the Minority, Women and Disadvantaged Business Owners liaison for the City of Long Beach for City Contracts for the Gas Department.

Please share your community interests (groups, committees, organizations) if any:

I am currently on the Kitsap County Council for Human Rights (2018 - 2021) and am serving a second two-year term on the Kitsap County Homeless Services Grant Review Committee as their Member-at-Large. I volunteer for various charitable organizations, including the Pride Foundation, GSBA and Thurgood Marshall Foundation. I also spend time doing local theater Productions

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

City Website

Other

Field not completed.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Monday, June 22, 2020 12:47:01 PM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Matthew DeBlois

Email

Phone

Address

City Bainbridge island

State Washington

Zip 98110

Current Employer Pegasus Coffee House

Current Position Barista/Cashier

I am interested in Ethics Board
serving on one of the
following City advisory
groups (select all that
apply):

Experience & Qualifications

Have you served on No
any City advisory
groups in the past?

If so, please indicate *Field not completed.*
which groups:

Please share your I believe that I am qualified to be appointed to the ethics board
qualifications for this because I enjoy interpreting writings and rules and using the
appointment (skills, themes/lessons in actuality. I have been educated in applying

activities, training, education) if any:

writings to real life situations. I do model UN, which is where I take on a view of a specific government and try to work out an issue with other countries so that we all are benefiting equally, this activity helps me practice skills like public speaking and compromise. I also And interested in local government and Community Management.

Please share your community interests (groups, committees, organizations) if any:

I enjoy volunteering in the community Through organizations like Parks and Recreation and the Rotary of Bainbridge Island. I enjoy seeing my opinion and actions actually making a difference in the place that i live and on the people who live there.

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

City Website

Other

Field not completed.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Friday, July 31, 2020 2:50:48 PM

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Doña Keating

Email

Phone

Address

City Bainbridge Island

State Washington

Zip 98110

Current Employer Professional Options LLC

Current Position President and CEO

I am interested in serving on one of the following City advisory groups (select all that apply): Ethics Board

Experience & Qualifications

Have you served on any City advisory groups in the past? Yes

If so, please indicate which groups: Public Access Television Advisory Committee (Advisory to Bremerton Council, Mayor & Kitsap County Commissioners) - served as Vice Chair, then Chair 2015 - 2018

Please share your qualifications for this appointment (skills, activities, training, education) if any:	Over 30 years of leadership, management consulting, and executive facilitation and advisory expertise. Includes best practices, organisational development, consensus-building, fiduciary duties and responsibilities, public outreach and code of conduct, team communications. Former Certified Governance Trainer (for executive boards with BoardSource) and Change Management.
---	---

Please share your community interests (groups, committees, organizations) if any:	I have led or served on numerous boards and committees, including Kitsap Economic Development Alliance, West Sound Technology Association, Kitsap Regional Telecommunications Committee (co-chair with Poulsbo City Councilman Ed Stern), Olympic College Foundation. Have been an Executive Member of World Trade Center Seattle and member of Trade Development Alliance of Seattle. Also chaired Business Management Advisory Committee for Olympic College. Strategic Advisor for Kitsap County HIV AIDS Foundation, ambassador for Seattle Center Foundation / The Next Fifty; advisor for Grameen Foundation Bankers Without Borders. Founding member and former president of West Sound Technology Association and co-founder of West Sound CoderDojo (provides free coding at WWU-Poulsbo). Former Committee Chair, High Tech - Kitsap 20/20 Regional Action Plan. Former chair of KEDA's Subcommittee on Private Sector Last Mile Solutions, World Affairs Council - Minister, USA Today Small Business Panel, Washington Science & Technology Roundtable, National Chamber of Commerce for Women, Constant Contact SmallBiz Council, former member of Bainbridge Island Chamber of Commerce, Prosperity Partnership, Puget Sound Regional Council, Co-Organiser of TEDxYouth@BainbridgeIsland, Adult Advisor for Bainbridge Island Girl Up/United Nations Foundation, Mentor for Bainbridge Island Robotics Team - 4915 (Spartronics), and Advisory Task Force Leader for Microsoft/Voices for Innovation
---	---

Feel free to attach your resume (optional):	<i>Field not completed.</i>
---	-----------------------------

Type the Year	2020
---------------	------

How did you hear about the volunteer opportunity?	City Website
---	--------------

Other	I also keep abreast of city affairs
-------	-------------------------------------

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Monday, February 17, 2020 9:52:06 AM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name DAVID T MALLON

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Deloitte Consulting LLP

Current Position Vice President & Chief Analyst, Bersin

I am interested in serving on one of the following City advisory groups (select all that apply): Ethics Board (6 positions)

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, First and foremost, I am a resident and homeowner in the community, deeply interested in and willing to contribute to the good governance of this place.

activities, training, education) if any:

My perspective will be informed by my 20+ years as a leader and researcher of organizations and workforces. I am keenly interested in how organizations can both serve their clients and stakeholders AND provide an experience for their workforce that is fundamentally respectful, human-centered, and supportive of each individual's search for meaning and actualization in her or his life. Through my participation on this committee, I can help the Council ask similar questions of itself and of the City.

David Mallon

Please share your community interests (groups, committees, organizations) if any:

Still growing.

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

Social Media

Other

Field not completed.

DAVID T. MALLON

- **Accomplished Business Researcher**
(140+ publications in 12y)
- **Sought-after Thought Leader and Public Speaker**
(200+ presentations in 12y)
- **Proven Results-Oriented Team Leader**
- **Developer of Great Researchers**
- **Life-long Rapid Learner, Ideator, & Problem-solver**

Highlighted Publications

High-Impact Organization Design: Designing Adaptability into the Organization
What is Talent in the Future of Work?
High-Impact HR: Building Organizational Performance from the Ground Up
High-Impact Learning Culture: The 40 Best Practices for Creating an Empowered Enterprise
The Learning Architecture: Defining Development and Enabling Continuous Learning
Navigating the Market for Measuring Employee Engagement
For more comprehensive listing: [linkedin.com/in/dmallon](https://www.linkedin.com/in/dmallon)

Work Experience

Bersin, Deloitte Consulting LLP (formerly Bersin & Associates) **Feb 2008 to present**

Chief Analyst, 11/17 to present

Executive ambassador for Bersin to members, clients, & HR vendor community; demand generator for Bersin inside & outside of the Deloitte ecosystem; lead storyteller in the market; connective tissue binding Bersin, HR marketplace, & Deloitte's HC practice with regards to research-based practice; advocate for the "outside-in" perspective in the evolution of Bersin's products and solutions

Head of Research, 12/11 to 11/17

Lead research team during 6-year period of rapid growth; connector for researchers, clients, & stakeholders; skilled in quantitative and qualitative methods; hands-on force for balancing rigorous analyses with compelling insights and persuasive stories; chief curator for annual IMPACT conference, core part of Deloitte's Global Human Capital Trends study (2018: n=11k, 142 countries)

Director, Research Architecture and Principal Analyst, 01/11 to 12/11

Principal Analyst, 02/08 to 01/11

Lead researcher for learning & development; authored foundation study in organizational learning cultures; promoted to spur evolution in research content management

Learn.com **Sep 2006 to Feb 2008**

Director, Consulting Services, 01/07 to 02/08

Implementation Strategist, 09/06 to 01/07

Guided 100+ clients to best use of enterprise learning platform; promoted to drive innovation in client service, lead growing team of consultants, devised new methodology for capturing client needs

EarthLink (formerly MindSpring Enterprises) **Jul 1996 to Sep 2006**

Manager, Instructional Technology, 03/03 to 09/06

Governed processes & technologies supporting global agent development; designed/deployed global agent certification program; lead strategic change initiatives, learning analytics, global LMS implementation

Manager, Organization & Management Development, 01/01 to 03/03

Lead team of five OD practitioners, designed & deployed supervisor, coaching, performance management, & communications programs, conducted internal management practice study that became basis for flagship leadership development initiative

Other early positions: Sr. Consultant, Project Manager, Instructional Designer

Education

Georgia Institute of Technology, Atlanta, GA

M.S.: Information Design and Technology, 2001

Concentrations: *Educational Technology, Storytelling in Digital Environments*

Emory University, Atlanta, GA

B.A.: English Literature, 1996

Interests

Cooking, traveling, painting, Dad & chauffeur to two wonderful children & sports enthusiasts

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: Citizen Advisory Group Application
Date: Monday, April 29, 2019 4:27:36 PM

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Lisa Neal

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer SELF

Current Position LAWYER

I am interested in serving on one of the following advisory groups (select all that apply): Ethics Board , Planning Commission

Experience & Qualifications

Have you served on any city advisory groups in the past? Yes

If so, please indicate which groups: Island Center Subarea Planning

Please share your qualifications for this appointment (skills, Lawyer for 26 years.

activities, training,
education) if any:

Please share your
community interests
(groups, committees,
organizations) if any:

Field not completed.

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

2019

How did you hear
about the volunteer
opportunity?

Newspaper

Other

Field not completed.

THE HON. RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

SAFECO INSURANCE COMPANY OF
ILLINOIS, a foreign insurer,

Plaintiff,

vs.

TERRY L. SCHMID, and NOEL M.
SCHMID, and their marital community,
Washington residents,

Defendants.

No. 3:17-cv-05224 RBL

PLAINTIFF’S MOTION FOR SUMMARY
JUDGMENT

NOTE ON MOTION CALENDAR:
FEBRUARY 2, 2018

ORAL ARGUMENT REQUESTED

I. INTRODUCTION AND RELIEF REQUESTED

Plaintiff Safeco Insurance Company of Illinois (“Safeco”) moves the Court for summary judgment. There is no dispute that the Safeco Policy provides benefits up to the amount Defendant Terry Schmid (“Schmid”) is legally entitled to recover from the tortfeasors, subject to the coverage’s limit. There is no genuine dispute that Schmid has already received all amounts he is legally entitled to recover as damages due to the injuries he sustained in the automobile accidents giving rise to his claim for Underinsured Motorist (“UIM”) coverage benefits. Therefore, as a matter of law, Safeco owes no UIM coverage and is entitled to summary judgment.



1 **II. FACTUAL BACKGROUND**

2 On April 4, 2012, Schmid was involved in an automobile accident with Robert
3 Reynolds in Tacoma (“the First Accident”).¹ On April 10, 2012, Schmid was involved in
4 another accident, with Christopher Foss (“Foss”) also in Tacoma (“the Second Accident”).²

5 Safeco had issued automobile liability insurance policy No. H517774 to Schmid (the
6 “Safeco Policy”), and that policy was in effect in at the times of the two accidents.³ The
7 Safeco Policy includes Underinsured Motorist coverage (limited to \$500,000 per person and
8 per accident), as stated in the Declarations, and subject to the terms, limitations, conditions,
9 exclusions, and other provisions of the Policy.⁴

10 In 2015, Defendant Schmid sued Robert Reynolds in the Superior Court for the State
11 of Washington for Pierce County, under cause number 15-2-07026-1, seeking a judgment
12 against Reynolds for damages sustained by Schmid in the First Accident. The liability limit
13 of Reynolds’ automobile insurance policy was \$25,000 per person.⁵

14 Also in 2015, Defendant Schmid sued Christopher Foss in the Superior Court for the
15 State of Washington for Pierce County, under cause number 15-2-07027-0, seeking a
16 judgment against Foss for damages sustained by Schmid in the Second Accident. The
17 liability limit of Foss’s automobile insurance policy was \$250,000 per person.⁶

18
19
20 ¹Dkt. 31 First Amended Complaint (hereafter Dkt. 31) ¶ 3.1, admitted Dkt. 33 First Amended Answer
(hereafter Dkt. 33) ¶ 9.

21 ²Dkt. 31 ¶ 3.2, admitted Dkt. 33 ¶ 10.

22 ³Dkt. 31 ¶ 3.2, admitted Dkt. 33 ¶ 11. A true and correct copy of the certified Safeco Policy was filed
23 in this action at Dkt. 1-1. True and correct copies of the policy pages that are relevant to this Motion
are attached hereto as Exhibit A to the Declaration of Lisa C. Neal.

24 ⁴Dkt. 31 ¶ 3.3, admitted Dkt. 33 ¶ 11.

25 ⁵Dkt. 31 ¶ 3.4, admitted Dkt. 33 ¶ 12.

26 ⁶Dkt. 31 ¶ 3.5, admitted Dkt. 33 ¶ 13.



1 On September 24, 2015, Safeco moved to intervene in the underlying lawsuit against
 2 Foss. Schmid opposed the intervention. Underlying defendant Foss also opposed the motion.
 3 The court reserved ruling, but ordered the parties to allow Safeco to participate in all
 4 discovery. The court allowed Safeco to re-urge its motion after ninety days.⁷

5 On September 29, 2015, Schmid sent Safeco a “Notice of Intent to Arbitrate.” In that
 6 notice, Schmid asserted that there then existed an arbitrable dispute regarding Safeco’s
 7 obligation to provide UIM benefits, and further asserted that the policy required Safeco to
 8 arbitrate, rather than try, the UIM claim, upon demand by Schmid.⁸ Safeco timely responded
 9 nine days later, respectfully declining to arbitrate the UIM claim.⁹

10 Safeco filed a second motion to intervene on February 3, 2016. Schmid again opposed
 11 intervention. The motion to intervene was heard on March 18, 2016. The court ruled that
 12 “Safeco . . . be and hereby is allowed to intervene as a participant in this action without
 13 limitation. . . .”¹⁰ On March 28, 2016, the court consolidated the suit against Reynolds with
 14 the suit against Foss under cause number 15-2-07027-0.¹¹

15 On January 26, 2017, Schmid filed a Motion to Transfer Case to and Compel Binding
 16 Arbitration, Strike Trial Date and Determine that Safeco Will be Bound by any Arbitration
 17 Award (“Motion to Compel Arbitration”). Safeco opposed the motion. Defendant Reynolds
 18 did not oppose the motion. Defendant Foss joined in the motion, and later filed supplemental
 19 briefing in support of the motion.¹² The state trial court heard the Motion to Compel
 20

21 ⁷Dkt. 31 ¶ 3.6, admitted Dkt. 33 ¶ 14.

22 ⁸Dkt. 31 ¶ 3.7, admitted Dkt. 33 ¶ 15.

23 ⁹Dkt. 31 ¶ 3.8, admitted Dkt. 33 ¶ 16.

24 ¹⁰Dkt. 31 ¶ 3.9, admitted Dkt. 33 ¶ 17.

25 ¹¹Dkt. 31 ¶ 3.10, admitted Dkt. 33 ¶ 18.

26 ¹²Dkt. 31 ¶ 3.12, admitted Dkt. 33 ¶ 20.

1 Arbitration on February 24, 2017. The state trial court denied Schmid's motion, ruling that
 2 Safeco could not be compelled to participate in any arbitration agreed to by other parties, and
 3 that neither Safeco nor Schmid would be bound by the arbitration award in any subsequent
 4 litigation regarding the UIM claim.¹³

5 On the same day (February 24, 2017), Schmid entered into a stipulation with Reynolds
 6 and Foss for final and binding arbitration of their disputes ("Stipulation"). In the Stipulation,
 7 Schmid agreed to limit enforcement of any arbitration award against either defendant to that
 8 defendant's automobile liability policy limits (respectively, \$25,000 and \$250,000). The
 9 parties agreed to withhold information regarding this jurisdictional limit or waiver of damages
 10 above policy limits, so that the Arbitrator would feel free to award damages in excess of the
 11 limits.¹⁴

12 Before the arbitration took place, Schmid settled his claim against Reynolds for the
 13 injuries sustained in the First Accident, released Reynolds, and Reynolds was dismissed from
 14 the lawsuit. Reynolds paid Schmid \$25,000 in settlement.¹⁵

15 On June 29 and 30, 2017, Schmid and Foss arbitrated the tort claim and the arbitrator
 16 awarded Schmid \$378,000.¹⁶ Upon receiving the award, counsel for Foss noted for his client
 17

18 ¹³Dkt. 31 ¶ 3.14, admitted Dkt. 33 ¶ 22. Schmid has appealed this ruling, arguing that Safeco must be
 19 bound by the arbitration award, and that no further litigation regarding his damages is necessary or
 20 allowed. The trial court properly ruled that Safeco could not be compelled to arbitrate absent its
 21 agreement and therefore would not be bound by the arbitration award. Schmid's appeal is merely a
 22 futile attempt to forestall his day of reckoning. He gave up the right to seek a determination that he
 23 was legally entitled to recover more than Foss' policy limit, in return for what he perceived to be the
 24 advantages of arbitrating his tort claim.

25 ¹⁴Dkt. 31 ¶ 3.15, admitted Dkt. 33 ¶ 23. A true and correct copy of the Stipulation is provided at Neal
 26 Decl. Exhibit B.

¹⁵Dkt. 31 ¶ 3.16, admitted Dkt. 33 ¶ 24. Safeco initially "bought out" the \$25,000 offer from
 Reynolds, paying that amount to Schmid and maintaining the suit against Reynolds; following
 settlement, Reynolds paid \$25,000 to Safeco. Schmid does not maintain a claim for UIM benefits
 related to injuries sustained in the First Accident.

¹⁶Dkt. 31 ¶ 3.21, admitted Dkt. 33 ¶ 29; Dkt. 33 ¶ 29.



1 that the award was “not fully recoverable” due to the “cap” imposed by the Stipulation prior
 2 to the arbitration.¹⁷ Thereafter, Foss paid Schmid the \$250,000 to which Schmid was legally
 3 entitled.¹⁸ Foss also paid the cost bill amount requested by Schmid.¹⁹ The arbitration award
 4 was not reduced to judgment.²⁰

5 Schmid asserts the right to recover UIM benefits from Safeco in the amount the
 6 arbitration award exceeded the \$250,000 paid by Foss. Safeco contends no such benefits are
 7 payable, because Schmid has already received all amounts he is “legally entitled to recover,”
 8 and requests a declaratory judgment to that effect.

9 III. ARGUMENT AND AUTHORITY

10 There are many reasons why Safeco should prevail in this case, and they are outlined
 11 in its First Amended Complaint.²¹ However, a finding that Schmid is not entitled to any UIM
 12 coverage because he has already received all he is “legally entitled to recover” as a result of
 13 his injuries, will terminate these proceedings. There will be no need to litigate and possibly
 14 try the issue of whether Safeco was prejudiced by the Stipulation, nor will it be necessary to
 15 litigate and try the issue of the amount of damages Schmid sustained in the Second Accident.
 16 In addition, the entry of summary judgment will render moot the state court appeal on the
 17

18
 19 ¹⁷Neal Decl. Exhibit C.

20 ¹⁸Dkt. 31 ¶ 3.21, admitted Dkt. 33 ¶ 29. See also Neal Decl. Exhibit D.

21 ¹⁹Neal Decl. Exhibit E. Schmid agreed to not reduce the award and cost bill to judgment if Foss
 22 agreed to pay the requested cost bill quickly and without contest. Neal Decl. Exhibit F (July 17, 2017
 2:53 p.m. email).

23 ²⁰Neal Decl., Exhibit G.

24 ²¹Safeco contends that Schmid’s entry into the Stipulation breached his contractual duties and
 25 prejudiced Safeco’s right to recover funds paid from Foss or his insurer, vitiating coverage; Safeco
 26 further asserts that Schmid’s damages due to the accident(s) are not more than the policy limits of the
 tortfeasor(s), precluding any obligation to pay UIM coverage benefits. Safeco does not waive either of
 these arguments (or any other rights it may have under the Policy or the law) by making this Motion.



1 issue of whether Safeco should have been compelled to arbitrate and is now bound by the
2 arbitration award.

3 To close out this lengthy and convoluted legal dispute, the Court must decide only one
4 legal question: where Schmid limited any award in arbitration against Foss to \$250,000, and
5 where Schmid has already recovered \$250,000 from Foss, has Schmid recovered all he is
6 legally entitled to recover because of his injuries? Safeco submits that the answer is “Yes.”

7 **A. Summary Judgment Standard Met Here.**

8 Safeco must prove there is no genuine issue of material fact regarding whether Schmid
9 has recovered all he was legally entitled to recover because of his injuries.²² The relevant
10 facts are not disputed here. It is undisputed that Schmid entered into the Stipulation, which
11 included a pre-arbitration agreement to limit enforcement of any award to Foss’s policy limit.
12 It is undisputed that after the arbitration award was entered, Foss paid Schmid \$250,000.

13 In addition to showing that there are no questions of material fact, Safeco must also
14 show that it is entitled to judgment as a matter of law.²³ As will be discussed below, Safeco
15 has met its burden and is entitled to judgment in its favor on the two-pronged legal question of
16 whether the Policy contemplates payment of those amounts that Schmid is “legally entitled to
17 recover because of bodily injury” and whether Schmid has recovered all he was legally
18 entitled to recover from Foss.

19 **B. Washington Law Governs this Dispute.**

20 In this diversity action, federal law applies to procedural issues. Washington state law
21 applies to substantive issues.²⁴

22 _____
23
24 ²²Fed. R. Civ. P. 56(a); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986).

25 ²³*Smith v. University of Washington Law School*, 233 F.3d 1188, 1193 (9th Cir. 1993), *cert. denied*,
532 U.S. 1051 (2001).

26 ²⁴*Erie R.R. Co. v. Tompkins*, 304 U.S. 64 (1938).

1 **C. The Safeco Policy Pays Damages Schmid is Legally Entitled to Recover.**

2 Safeco agreed to provide Underinsured Motorists Coverage to the Schmid's as follows:

3 **PART C – UNDERINSURED MOTORISTS COVERAGE²⁵**

4 **A.** We will pay damages which an insured is legally entitled to recover
5 from the owner or operator of an **underinsured motor vehicle**
6 because of **bodily injury**:

- 7 **1.** Sustained by that insured; and
8 **2.** Caused by an accident.

9 To calculate any UIM benefits owed, two amounts must be known: 1) the amount that
10 the UIM insured is “legally entitled to recover” against the underinsured tortfeasor (the UIM
11 insured’s damages); and 2) the amount paid²⁶ by the tortfeasor or any other party that may be
12 legally responsible for the UIM insured’s damages. To calculate UIM benefits that are
13 available, the amount paid by the liable or potentially liable parties is deducted from the
14 amount that the UIM insured is “legally entitled to recover.” Only if the amount that the UIM
15 insured is “legally entitled to recover” exceeds the amount obtained from the tortfeasor are
16 any UIM benefits payable, up to the UIM Coverage’s limit.²⁷ We know the amount that has
17 been paid: \$250,000. The information still needed to calculate whether UIM benefits are
18 payable is, therefore, this: **What amount was Terry Schmid “legally entitled to recover”**
19 **from Defendant Foss because of his injuries?**

20 _____
21 ²⁵As amended by Washington Changes to the Safeco Policy, Neal Decl. Exhibit A at Dkt. 1-1 pp. 46
22 and 48. This Coverage is subject to other terms and conditions of the Policy, but those provisions are
23 not directly relevant to this Motion and are not provided or referenced.

24 ²⁶If no settlement has occurred or judgment has been entered, the tortfeasor’s applicable policy limits
25 can apply to reduce payable damages, but in this case the award has been paid.

26 ²⁷Neal Decl. Exhibit A, pp. 28-29, Limit of Liability, B and D; *see, e.g., Mencil v. Farmers Ins. Co. of*
Washington, 86 Wn. App. 480, 484, 937 P.2d 627 (1997) (UIM insured entitled to coverage over the
amount paid by the tortfeasor up to the amount of the judgment or his UIM benefits limit, whichever is
less).

1 **D. The Policy Language Tracks the RCW and Limits a UIM Insured's Recovery to the**
 2 **Amount He Is "legally entitled to recover".**

3 The Safeco Policy language restricting the UIM insured's entitlement to coverage to
 4 the amount the insured is "legally entitled to recover" from an underinsured tortfeasor tracks
 5 the governing Washington UIM statute. RCW 48.22.030 provides that coverage for damages
 6 caused by an "underinsured motor vehicle" must be offered by insurers writing automobile
 7 policies in Washington, and further defines "underinsured motor vehicle" as one insured for
 8 less than the "applicable damages which the covered person is legally entitled to recover."

9 The Washington legislature intended to provide "full compensation" to injured UIM
 10 insureds.²⁸ "Full compensation" means the amount the injured insured could have recovered
 11 from the tortfeasor, not necessarily the entirety of the injured insured's damages.²⁹ The UIM
 12 insurer is entitled to deduct all amounts obtained or that could have been obtained from the
 13 tortfeasor from the damages before paying UIM insurance.³⁰ The UIM insured is not entitled
 14 to more than he was "legally entitled to recover" regardless of his UIM policy limits -- no
 15 double recovery is allowed.³¹

16 **E. Schmid Was Legally Entitled to Recover \$250,000.**

17 As a matter of law, Schmid was legally entitled to recover \$250,000 from Foss. It is
 18 only generally true that a jury verdict can be the measure of what the UIM insured is "legally
 19 entitled to recover."³² In *Mencel v. Farmers Insurance*, for example, the Court of Appeals
 20

21 ²⁸*Mencel*, 86 Wn. App. at 484.

22 ²⁹*Allstate Ins. Co. v. Dejbod*, 63 Wn. App. 278, 282-83, 818 P.2d 608 (1991). For example, if an
 23 injured insured was contributorily liable for a percentage of his damages, that amount is not included
 24 in what he "legally entitled to recover" and cannot be recovered from the UIM insurer.

24 ³⁰*Dejbod*, 63 Wn. App. at 285 (citing RCW 48.22.030(1)).

25 ³¹*Dejbod*, 63 Wn. App. at 285.

26 ³²*Mencel*, 86 Wn. App. at 485.



1 considered whether the jury verdict or a post-verdict settlement for less than the jury verdict
 2 was the amount the insured was “legally entitled to recover.” If the jury verdict was the
 3 amount the UIM insured was “legally entitled to recover,” UIM benefits would be payable
 4 over the settlement amount up to the jury verdict amount or UIM coverage limits. If the post-
 5 verdict settlement was the amount the insured was “legally entitled to recover”, then the
 6 insured had already received all he was legally entitled to, and no UIM benefits were owed by
 7 the insurer.

8 The *Mencel* court discussed the fact that the intent of the UIM statute is to provide full
 9 compensation to the insured, noted that the Constitution provides for trial by jury, and
 10 concluded that the full amount of the verdict rather than the post-verdict settlement amount
 11 was the measure of what the UIM insured was “legally entitled to recover.”³³

12 This general rule is not helpful here, however, because while there has been an
 13 arbitration award, Schmid and Foss agreed **before arbitration** that the most that Schmid
 14 could recover from Foss would be his \$250,000 liability policy limit.

15 The Stipulation provides:

16 **C. LIMITS AND RELEASE**

17 Any award that is rendered to Plaintiff shall be enforceable against Defendants
 18 Reynolds and Foss only up to a total of their respective, applicable third-party
 19 policy limits. . . . The limits of recovery from Defendant Foss to be applied to
 20 the award to Plaintiff shall be a maximum of Defendants Foss’ liability
 21 insurance policy limits. Plaintiff waives his right to enforce any amount
 22 awarded to him in excess of Defendants Foss’ policy limits against Defendants
 23 Foss.³⁴

24 This Stipulation was not, therefore, a post-award compromise of a larger verdict or
 25 award. The Stipulation was not similar to a covenant not to execute, where a tort plaintiff

26 ³³ *Id.* at 484-485.

³⁴ Neal Decl. Exhibit B, p. 5.



1 might agree to not execute an existing judgment against the tortfeasor, but retain the right to
2 recover from the tortfeasor’s insurance policy (or is even granted an assignment to bring a
3 direct action against the tortfeasor’s insurance policy). Instead, the Limits and Release
4 portion of the Stipulation operated as a *jurisdictional limit* for the arbitration by *waiving*
5 *damages* over \$250,000, and by relieving Foss from any legal liability for any amounts over
6 \$250,000.³⁵ As a matter of law, the most that Schmid could have been “legally entitled to
7 recover” from Foss was \$250,000. As the award exceeded that amount, Schmid was “legally
8 entitled to recover” only \$250,000, and Foss paid Schmid that exact amount.

9 There are no reported decisions applying Washington law to this precise set of facts.
10 However, the Mississippi Supreme Court had before it a very similar scenario and decided the
11 UIM insured was not entitled to UIM benefits. In *Spencer v. State Farm Mutual Ins. Co.*,³⁶
12 the UIM insured proceeded to arbitration with the tortfeasor, despite the UIM insurer’s
13 absence. The UIM insured agreed to cap his damages at \$50,000. The arbitrator awarded him
14 \$43,500, which was paid by the tortfeasor.³⁷ Meanwhile, the UIM insured demanded UIM
15 coverage, contending he was not made whole because he had had to pay fees to obtain the
16 arbitration award.³⁸ State Farm resisted the claim, contending that recovery of the arbitration
17 award precluded any UIM coverage.

18 The Mississippi Supreme Court concluded that because the arbitration award was
19 satisfied, the tortfeasor had paid all amounts owed due to his liability, and the UIM insured
20

21 ³⁵Schmid and Foss further agreed that the arbitrator would not be informed of the limitation placed on
22 Schmid’s potential recovery (Neal Decl. Exhibit B, p. 6-7, Section G) and waived their right to appeal
the arbitrator’s decision (*Id.* at Section F).

23 ³⁶891 So.2d 827 (Miss. 2005). As does Washington, Mississippi restricts UIM coverage to those
24 amounts that the UIM insured is “legally entitled to recover,” limiting UIM recovery to the liability of
the uninsured motorist. *Id.* at 830.

25 ³⁷*Spencer*, 891 So.2d at 828.

26 ³⁸*Id.*

1 had received all he was “legally entitled to recover” from the tortfeasor, foreclosing any UIM
2 claim.³⁹ That is the case here, where Schmid has received all he was legally entitled to
3 recover from Foss, precluding his UIM coverage claim.

4 **F. Washington Decisions Made on Similar Facts Support Summary Judgment.**

5 Washington courts have, however, decided cases under various fact patterns that all
6 support the conclusion that Schmid was legally entitled to recover no more than \$250,000.

7 **1. Jurisdictional Limit Restricted Recovery.**

8
9 In Washington, if a plaintiff brings suit in a court of limited jurisdiction, the amount he
10 is “legally entitled to recover” will be limited.⁴⁰ Even if his damages exceed that amount,
11 such a plaintiff will be deemed to have “abandoned his claim for damages in excess of
12 \$25,000 [the jurisdictional limit].”⁴¹ In this case, of course, Schmid expressly agreed that
13 enforcement of any arbitration award would be restricted to \$250,000. Schmid’s choice –
14 indeed his fashioning – of a limited jurisdiction forum restricted the amount he was legally
15 entitled to recover to \$250,000. There can be no argument that Schmid was “legally entitled
16 to recover” no more than \$250,000 from Foss as a matter of law.

17 **2. Foss’s Immunity Restricted Recovery.**

18 Similarly, Schmid’s grant of immunity to Foss for damages over \$250,000 restricted
19 the amount Schmid was “legally entitled to recover” to \$250,000. For example, in *Sayan v.*
20 *Automobile Association*,⁴² the UIM insured was injured in an automobile accident while in
21

22
23 ³⁹*Spencer*, 891 So.2d at 830.

24 ⁴⁰*J and J Drilling Inc. v. Miller*, 78 Wn. App. 683, 690, 898 P.2d 364 (1995), *rev. den.* 128 Wn.2d
1011, 910 P.2d 482 (1996).

25 ⁴¹*J and J Drilling*, 78 Wn. App. at 690.

26 ⁴²43 Wn. App. 148, 716 P.2d 895, *rev. den.*, 106 Wn.2d 1009 (1986).

1 the performance of military duty, by another member of the military who was also on duty.⁴³
 2 The UIM insured did not dispute that the other driver and the military were immune under
 3 federal law, barring his claim against them, but nevertheless brought suit to recover UIM
 4 benefits.⁴⁴

5 The *Sayan* court explained that Washington's rule is that the UIM insurer "stands in
 6 the shoes" of the underinsured tortfeasor, and can defend against a claim for UIM coverage
 7 for tort damages using any defense the tortfeasor holds.⁴⁵ In what it termed a case of first
 8 impression in Washington, the *Sayan* court concluded that the bar on the UIM insured's claim
 9 against the tortfeasors resulted in his not being "legally entitled to recover" against the
 10 underinsured driver.⁴⁶ The court rejected the argument that public policy favoring "full
 11 compensation" of the UIM insured required UIM coverage despite the tortfeasor's legal
 12 immunity.⁴⁷ The Washington Supreme Court denied review of the decision.

13 Similarly, a court of appeals later decided that where the UIM insured was barred by
 14 the Workers Compensation Act⁴⁸ from suing his fellow employee for his injuries, the UIM
 15
 16
 17

18
 19 ⁴³*Id.* at 150.

20 ⁴⁴*Id.*

21 ⁴⁵*Sayan*, 43 Wn. App. at 152.

22 ⁴⁶*Id.*

23 ⁴⁷*Sayan*, 43 Wn. App. at 158-59. The court also rejected the reasoning of courts in other jurisdictions
 24 holding otherwise as contrary to Washington law. The court noted that other courts have denied UIM
 25 coverage where the victim of the tortfeasor is denied a cause of action by common law or statute, such
 26 as when the applicable insurance scheme is no-fault, in the presence of a workers' compensation
 statutory bar, when a guest statute bars recovery, and in the presence of sovereign immunity. *Sayan*,
 43 Wn. App. at 152 (citations omitted).

⁴⁸RCW 51.04.010.

1 insured’s UIM coverage was not available.⁴⁹ In each of these cases, the UIM insured was
2 never entitled to recover against the tortfeasor due to the tortfeasor’s immunity.

3 A decision involving different facts provides further context when applying the
4 holdings of these decisions to this case. In *Safeco Ins. v. Barcom*,⁵⁰ the Washington Supreme
5 Court reversed the court of appeals’ decision that the fact that the UIM insured’s claim was
6 barred by the statute of limitations barred the UIM insured’s contract claim against his
7 insurer. The *Barcom* court distinguished the immunity asserted in *Sayan* with the statute of
8 limitations defense before it by saying that “*at no time* was the insured in *Sayan* legally
9 entitled to recovery from the tortfeasor. Whereas . . . the condition precedent to coverage
10 existed for 3 years following the accident in [this] case.”⁵¹ As described by another court,
11 “the insured must be capable of showing that he or she *could* obtain a judgment in his or her
12 favor [against the underinsured motorist].”⁵² Putting these decisions together, it can be seen
13 that the UIM insured in *Mencel* **could have** recovered the judgment against the tortfeasor, as
14 could the UIM insured in *Barcom*.⁵³ The UIM insureds in *Sayan* and *Romanick* **never** could
15 have enforced any judgment against the tortfeasors. In this case, Schmid **never** could have
16 enforced any arbitration award over \$250,000 against Foss. Schmid was legally entitled to
17 recover up to, but not more than, \$250,000.

18
19
20 ⁴⁹*Romanick v. Aetna Cas. & Sur Co.*, 59 Wn. App. 53, 61, 795 P.2d 728 (1990). See also *In Re Dale*
21 *F. Goers*, Docket No. 880661, 1989 WL 164553 *4 (Board of Ind. Ins. Appeals 1989) (Goers was
22 “legally entitled to recover” from the uninsured tortfeasor only because there is an exception for UIM
coverage in RCW 51.24.030; otherwise her action would have been barred and she would have been
unable to claim UIM benefits).

23 ⁵⁰112 Wn.2d 575, 773 P.2d 56 (1989).

24 ⁵¹*Barcom*, 112 Wn.2d at 581 (emphasis in decision).

25 ⁵²*McIllwain v. State Farm Mut. Auto Ins. Co.*, 133 Wn. App. 439, 447, 136 P.3d 135 (2006), *rev. den.*
159 Wn.2d 1020 (2007).

26 ⁵³See *Mencel v. Farmers Ins. Co. of Washington*, 86 Wn. App. 480, 485, 937 P.2d 627 (1997).

3. **UIM Does Not Cover Elements of Damages a UIM Insured Cannot Recover From the Tortfeasor.**

In similar fashion, Washington law also mandates that if an element of damages is not recoverable against the tortfeasor, there is no UIM coverage for those damages. In *Dayton v. Farmers Ins. Group*,⁵⁴ for example, the Washington Supreme Court confirmed that the UIM insured was not entitled to UIM coverage for attorney’s fees awarded in a damages arbitration. The court pointed out that when a tortfeasor has insurance, and is sued by the UIM insured, each party bears his or her own attorney fees. The UIM insurer stands in the shoes of the uninsured tortfeasor, and therefore each party must still bear his or her own attorney fees.⁵⁵ To hold otherwise would not be “consistent with the purpose of UIM insurance, or the statutes governing UIM coverage. . . . [t]he injured party is not entitled to be put in a better position by having been struck by an uninsured motorist as opposed to an insured motorist.”⁵⁶

The Third Circuit Court of Appeals reviewed similar circumstances under Pennsylvania law and applied this same reasoning.⁵⁷ In *Willett*, the court considered whether damages exceeding those awardable under the pertinent tort law could be damages the UIM insured was “legally entitled to recover” and therefore payable under the UIM coverage. The court held that the answer was clear:

“[T]he policy language limiting recovery to damages that the [UIM insured] was ‘legally entitled’ to recover from [the tortfeasor] . . . clearly and unambiguously states that coverage depends upon the [UIM insured’s] legal

⁵⁴124 Wn.2d 277, 281, 876 P. 2d 896 (1994).

⁵⁵*Id.*

⁵⁶*Dayton*, 124 Wn.2d at 281.

⁵⁷*Willett ex rel. Willett v. Allstate Ins. Co.*, 359 Fed. Appx. 349, 351 (3d Cir. 2009). At issue was a UIM policy issued to a Pennsylvania insured; the Pennsylvania UIM statute mirrors in pertinent part the Washington code section; the policy reviewed mirrored the Safeco policy’s restriction of coverage to damages the UIM insured is “legally entitled to recover” from the tortfeasor.

1 right to damages from [the tortfeasor]. . . . In short, Allstate’s contractual
2 liability, as established by the provisions of its policy, is derivative of [the
3 tortfeasor’s] tort liability.”⁵⁸

4 The Third Circuit then turned to the law of Maine, where the accident happened and
5 which law, therefore, governed the tort. Maine law provided “caps” for certain non-
6 economic damages, and the estate of the UIM insured conceded that it had already recovered
7 all damages allowable under that law from the tortfeasor.⁵⁹ As such, the Third Circuit
8 confirmed the district court’s ruling that the UIM insured was not “legally entitled” to recover
9 those amounts from the tortfeasor, and therefore was not entitled to UIM benefits for those
10 amounts.⁶⁰

11 This reasoning can be applied to this case. When the arbitrator awarded damages over
12 \$250,000, he awarded damages that Schmid had waived before arbitration. The result should
13 be no different than if the arbitrator awarded excess damages comprised of attorney’s fees or
14 unrecoverable economic damages. The conclusion to be drawn from all of the case authority
15 is that Schmid cannot recover damages from Safeco that he could not have recovered from
16 Foss had Foss been “fully” insured.

17 **IV. CONCLUSION**

18 Whether one considers the private Stipulation to have created a court of limited
19 jurisdiction such that Schmid waived any award in excess of \$250,000, to have granted Foss
20 limited immunity against amounts awarded over \$250,000, or to have restricted Schmid’s
21 enforceable damages, it cannot be disputed that Schmid was not legally entitled to recover any
22 more than \$250,000 from Foss. It is undisputed that Schmid has already recovered that
23

24 ⁵⁸ *Willett*, 359 Fed. Appx. at 351.

25 ⁵⁹ *Willett*, 359 Fed. Appx. at fn 3 (Maine statute caps awards for loss of consortium to \$400,000).

26 ⁶⁰ *Willett*, 359 Fed. Appx. at 351.

1 \$250,000 from Foss. Safeco may not be “compelled to pay when the same recovery could not
2 have been obtained from” Foss.⁶¹ Therefore, as a matter of law, the UIM coverage in the
3 Safeco Policy has not been triggered, and Safeco owes Foss no benefits. Safeco is entitled to
4 entry of summary judgment in its favor.

5
6 DATED this 11th of January 2018.

7 WILSON SMITH COCHRAN DICKERSON

8
9 By: s/Lisa C. Neal

10 John M. Silk, WSBA No. 15035
11 Lisa C. Neal, WSBA No. 25686
12 Wilson Smith Cochran Dickerson
13 901 Fifth Avenue, Suite 1700
14 Seattle, WA 98164
15 Phone: 206-623-4100
16 Fax: 206-623-9273
17 Email: silk@wscd.com; neal@wscd.com

18 Attorneys for Plaintiff Safeco
19 Insurance Company of Illinois

20
21
22
23
24
25
26 ⁶¹*Dayton*, 124 Wn.2d at 281.

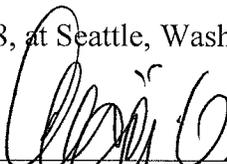
CERTIFICATE OF SERVICE

The undersigned certifies that under penalty of perjury under the laws of the State of Washington that on the below date I caused to be served the foregoing document on:

Attorney for Plaintiff

Kari Lester
OGDEN MURPHY WALLACE
901 Fifth Avenue, Suite 3500
Seattle, WA 98164
 Via U.S. Mail
 Via Facsimile: 206-447-0215
 Via Hand Delivery
 Via Email: klester@omwlaw.com

SIGNED this 11th day of Janaury, 2018, at Seattle, Washington.



Alicia Ossenkop

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

FILED
Court of Appeals
Division III
State of Washington
3/18/2019 2:21 PM
COA NO. 365948

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION III

EVETTE BURGESS,

Petitioner,

v.

LITHIA MOTORS, INC.; BMW OF SPOKANE d/b/a CAMP
AUTOMOTIVE, INC. d/b/a BMW OF SPOKANE,

Respondent.

RESPONDENT'S RESPONSE TO PETITIONER'S MOTION FOR
DISCRETIONARY REVIEW

John M. Silk, WSBA #15035
Gabriella Wagner, WSBA# 42898
Lisa C. Neal, WSBA# 25686
WILSON SMITH COCHRAN DICKERSON
901 Fifth Avenue, Suite 1700
Seattle, WA 98164
(206)623-4100
(206)623-9273 facsimile
Attorneys for Respondent Lithia Motors

TABLE OF CONTENTS

I. IDENTITY OF RESPONDENT.....1

II. DECISION BELOW.....1

III. ISSUES PRESENTED.....2

 1. Whether discretionary review of the certified question is available under RAP 2.3(b)(4), given that the jurisdictional question has not been shown to be a controlling question of law?.....2

 2. Whether discretionary review of the certified question is available under RAP 2.3(b)(4), given that there is no difference of opinion regarding the trial court’s authority?.....2

 3. Whether discretionary review of the certified question is available under RAP 2.3(b)(4), given that deciding this issue now will not materially advance the ultimate termination of the litigation.....2

IV. STATEMENT OF THE CASE.....2

V. LEGAL ARGUMENT.....4

 a. Grounds for review.....4

 b. Whether discretionary review is available under RAP 2.3(b)(4), given that the scope jurisdictional question has not been shown to be a controlling question of law?.....4

 c. Whether discretionary review is available under RAP 2.3(b)(4), given that there is no difference of opinion regarding the scope of jurisdictional question certified?.....5

 d. Whether discretionary review is available under RAP 2.3(b)(4), given that deciding this issue now will not

materially advance the ultimate termination of the
litigation?.....10

VI. CONCLUSION.....12

TABLE OF AUTHORITIES

CASES

Adler v. Fred Lind Manor, 153 Wn.2d 331, 103 P.3d 773 (2004) 11

Admiral Ins. Co. v. United States Dist. Court, 881 F.2d 1486 (9th Cir.
1989) 9

Barnett v. Hicks, 119 Wn.2d 151, 829 P.2d 1087 (1992) 6

Bartusch v. Oregon State Bd. of Higher Educ., 131 Wn. App. 298, 126
P.3d 840 (2006) 10

Blue Cross Blue Shield of Massachusetts, Inc. v. BCS Ins. Co., 671 F.3d
635 (7th Cir. 2011) 6

Boone v. City of Seattle, noted at 193 Wn. App. 1042, 2016 WL 1735487
(unpublished) 12

Clipse v. Michels Pipeline Const., Inc. 154 Wn. App. 573, 225 P.3d 492,
496 (2010) 8

Everett Shipyard, Inc. v. Puget Sound Envtl. Corp. 155 Wn. App. 761, 231
P.3d 200 (2010) 7

Gulf Guar. Life Ins. Co. v. Connecticut Gen. Life Ins. Co., 304 F.3d 476
(5th Cir. 2002) 7

Herzog v. Foster & Marshall, Inc., 56 Wn. App. 437, 443, 783 P.2d 1124
(1989) 12

Minehart v. Morning Star Boys Ranch, Inc., 156 Wn. App. 457, 232 P.3d
591, *rev. denied*, 169 Wn.2d 1029 (2010) 10

<i>Right-Price Recreation, LLC v. Connells Prairie Cmty. Council</i> , 146 W.2d 3780, 46 P.3d 789 (2002).....	4
<i>Savers Prop. & Cas. Ins. Co. v. Nat'l Union Fire Ins. Co.</i> , 748 F.3d 708 (6th Cir. 2014).....	5, 6
<i>Schuster v. Prestige Senior Mgmt., L.L.C.</i> , 193 Wn. App. 616, 376 P.3d 412 (2016).....	5
<i>Southland Corp. v. Keating</i> , 465 U.S. 1, 16, 104 S. Ct. 852 (1984);.....	5
<i>State v. Howland</i> , 182 Wn.2d 1008 (2015).....	10, 11
<i>Stein v. Geonerco, Inc.</i> , 105 Wn. App. 41, 17 P.3d 1266 (2001)	12
<i>T.S. v. Boy Scouts of Am.</i> , 157 Wn.2d 416, 138 P.3d 1053 (2006).....	9
<i>Verbeek Properties, LLC v. GreenCo Envtl., Inc.</i> , 159 Wn. App. 82, 246 P.3d 205 (2010).....	6

RULES

RAP 2.2(a)(3).....	11
RAP 2.3(b) (1) (2).....	10, 11
RAP 2.3(b)(4).....	1, 3, 4, 8, 10
9 U.S.C. §§ 3-4.....	6
9 U.S.C. §§ 9-11.....	6

I. IDENTITY OF RESPONDENT

Respondent Lithia Motors, Inc., BMW of Spokane d/b/a Camp Automotive Inc., d/b/a BMW of Spokane (“Lithia Motors”) opposes Petitioner’s motion for discretionary review.

II. DECISION BELOW

The Petitioner Evette Burgess seeks discretionary review of the trial court’s February 4, 2019 Order Denying Plaintiff’s Motion to Vacate an Arbitrator’s Order and Terminate Arbitration and Certifying Matter for Appeal.¹

The trial court’s rulings were correct. Having found that Burgess agreed to submit employment disputes to arbitration, and having found that Burgess thereafter agreed to transfer the instant dispute to arbitration, the trial court declined to overrule the arbitrator’s discovery ruling, or to remove the matter from arbitration at Burgess’s unilateral request. The trial court properly declined to allow Burgess to forum shop.

The trial court certified the following issue for immediate review under RAP 2.3(b)(4):

Does the superior court have jurisdiction to address an employee’s contractual breach argument based upon acts alleged in the course of binding arbitration, or is the superior court’s jurisdiction in a contractual arbitration limited to issues occurring before and after -- but not during -- the proceeding. Specifically, is the superior court’s

¹ Petitioner’s Appendix (“Appx.”) 1 at Burgess Bates 00006-00011 (hereafter “Burgess X” only).

jurisdiction limited to ruling on whether there is an enforceable arbitration clause at the inception of arbitration and addressing the arbitration award at its conclusion?

The answer to the specific question is yes. The applicable law is clear: once a matter is transferred to arbitration, the trial court's authority is limited to confirming, vacating, or modifying (as allowed under the contract or statute) the arbitration award. The trial court properly declined to review the arbitrator's actions during the litigation.

III. ISSUES PRESENTED

1. Whether discretionary review of the certified question is available under RAP 2.3(b)(4), given that the jurisdictional question has not been shown to be a controlling question of law?
2. Whether discretionary review of the certified question is available under RAP 2.3(b)(4), given that there is no difference of opinion regarding the trial court's authority?
3. Whether discretionary review of the certified question is available under RAP 2.3(b)(4), given that deciding this issue now will not materially advance the ultimate termination of the litigation?

IV. STATEMENT OF THE CASE

Burgess was hired as an employee by Camp Automotive d/b/a BMW of Spokane, a wholly owned subsidiary of Lithia Motors, Inc., (hereinafter collectively referred to as "Lithia"). As a condition of Burgess's employment, Lithia required her to sign an arbitration agreement waiving her right to sue Lithia and agreeing to binding arbitration under the Federal Arbitration Act ("FAA") to resolve any disputes.²

² Burgess 6-7.

Despite having agreed to the arbitration forum for disputes, Petitioner filed her claim against Lithia in the Superior Court. After Petitioner filed suit, Lithia demanded arbitration, and Petitioner agreed to arbitrate her claims.³ The parties jointly selected the Honorable Kenneth Kato, a retired appellate judge, to serve as Arbitrator.⁴ As required by the arbitration contract, the arbitration went forward under the Federal Rules of Civil Procedure.⁵

Thereafter, Petitioner moved to compel discovery, and Judge Kato denied the motion on September 18, 2018.⁶ Petitioner then filed in the Superior Court a Motion to Vacate the Arbitrator's Order Denying Discovery, Terminate Arbitration and Issue a Case Scheduling Order.⁷ The trial court denied the motion, finding that "Washington law appears to prohibit the court from addressing [litigation disputes] that arose during the arbitration proceeding."⁸ In its order, the court certified the matter for review under RAP 2.3(b)(4).⁹

³ *Id.* at 7.

⁴ *Id.*

⁵ *Id.* at 8.

⁶ *Id.* Lithia does not agree with Petitioner's argument regarding the underlying discovery dispute, but the details of that dispute are irrelevant to the issue before the Court.

⁷ *Id.*

⁸ *Id.* at 9, Conclusion of Law No. 4.

⁹ *Id.* at 10.

V. LEGAL ARGUMENT

a. Grounds for review.

Petitioner reports that the trial court certified the question set out above under RAP 2.3(b)(4), but fails to provide any factual or legal support for immediate review. Review is allowed only if all three criteria for certification are present.¹⁰ Even if all three requirements were satisfied, review is discretionary.¹¹ Discretionary review is disfavored, because it lends itself to piecemeal, multiple appeals.¹² As discussed below, the trial court's ruling does not meet the three criteria found in RAP 2.3(b)(4). Petitioner's motion should be denied.

b. Whether discretionary review is available under RAP 2.3(b)(4), given that the scope of jurisdiction question has not been shown to be a controlling question of law?

The requisite "controlling question of law" has not been shown. Petitioner is incorrect that whether the trial court had the authority to overrule the arbitrator is the "controlling question of law." The forum in which the underlying dispute is heard will not affect the outcome of the case. The substantive rights of the parties are unaffected by the forum. As such, the question of where the dispute is heard is not a controlling question of law.

¹⁰ RAP 2.3(b) (review may be granted only where criteria are present).

¹¹ *Id.*

¹² *Right-Price Recreation, LLC v. Connells Prairie Cmty. Council*, 146 Wn.2d 3780, 380, 46 P.3d 789 (2002).

c. Whether discretionary review is available under RAP 2.3(b)(4), given that there is no difference of opinion regarding the scope of jurisdiction question certified?

Even if the scope of the trial court's authority were a controlling question of law, there is no demonstrated difference of opinion regarding whether or not the trial court may weigh in during the arbitration to review the arbitrator's rulings. As concluded by the trial court:

Washington law indicates that once a party enters arbitration, then whether or not that arbitration agreement is violated or is followed is the decision of the arbitrator; this court can rule initially whether or not there is, in fact, an arbitration clause, which there is in this case, and then can address the arbitration award on the other end.¹³

Neither the trial court, nor Petitioner, provided any contrary case authority that would support not following this general rule. It should be recalled that the parties agreed that the arbitration would be governed by the rules enacted by the FAA. The FAA manifests a federal policy favoring arbitration agreements, and is intended to facilitate streamlined proceedings.¹⁴ Federal law governs the enforcement of arbitration agreements that, like the one in this case, are subject to the FAA.¹⁵ Federal law on this issue, therefore, controls the question presented by the trial court.

¹³ Burgess 9, Conclusion of Law 3.

¹⁴ *Savers Prop. & Cas. Ins. Co. v. Nat'l Union Fire Ins. Co.*, 748 F.3d 708, 717 (6th Cir. 2014).

¹⁵ *Southland Corp. v. Keating*, 465 U.S. 1, 16, 104 S. Ct. 852, 861, (1984); *Schuster v. Prestige Senior Mgmt., L.L.C.*, 193 Wn. App. 616, 627, 376 P.3d 412 (2016).

The FAA allows courts to become involved in arbitration proceedings at only two stages.¹⁶ The first stage is “gateway” issues of arbitrability, such as whether a valid arbitration agreement exists.¹⁷ The second stage is at the end of the arbitration, at which point a court may confirm, vacate, or modify an award.¹⁸ Judicial intervention at these stages is codified in the FAA itself.¹⁹

Although the FAA is silent on the issue of interlocutory appeal, the federal circuit courts are not. The circuit courts have concluded that it is “plainly improper” for a trial court to intervene in an arbitration proceeding,²⁰ and that “[r]eview comes at the beginning or the end, but not in the middle.”²¹ Federal courts have therefore rejected in clear terms the same claims that Petitioner is making now – claims “that essentially go to

¹⁶ *Savers Prop. & Cas. Ins.*, 748 F.3d at 717.

¹⁷ *Savers Prop. & Cas. Ins.*, 748 F.3d at 717. *See also Verbeek Properties, LLC v. GreenCo Envtl., Inc.*, 159 Wn. App. 82, 87-88, 246 P.3d 205 (2010) (court may confirm whether an enforceable agreement to arbitrate exists and enforce it).

¹⁸ *Savers Prop. & Cas. Ins.*, 748 F.3d at 717; *see also Barnett v. Hicks*, 119 Wn.2d 151, 156-57, 829 P.2d 1087 (1992) (court may only confirm, vacate, modify or correct an arbitrator’s award).

¹⁹ *See, e.g.*, 9 U.S.C. §§ 3-4 (allowing courts to grant motions to stay judicial proceedings or to compel arbitration), §§ 9-11 (allowing for the confirmation, vacation, or modification of an arbitration award).

²⁰ *Savers Prop. & Cas. Ins.*, 748 F.3d at 718.

²¹ *Blue Cross Blue Shield of Massachusetts, Inc. v. BCS Ins. Co.*, 671 F.3d 635, 638 (7th Cir. 2011).

the procedure of arbitration” and to “alleged unfairness.”²² Before an arbitration award has been issued, there is “no authority under the FAA for a court to entertain such challenges.”²³

Petitioner implies that Washington courts have allowed a trial court’s intervention into an arbitration proceeding, citing to *Everett Shipyard, Inc. v. Puget Sound Envtl. Corp.*²⁴ In *Everett Shipyard*, however, the trial court first dismissed the superior court case because the arbitrator had closed the arbitration for lack of funds, then vacated the dismissal because it believed it lacked subject matter jurisdiction. The court of appeals simply confirmed Washington law providing that the superior court determines arbitrability; transfers the matter to arbitration and stays any claims that have been transferred; and later confirms, modifies, corrects or vacates the award.²⁵ As such, the trial court had jurisdiction over the matter, including the authority to dismiss the case. This authority does not support grant of Petitioner’s motion.

²² *Gulf Guar. Life Ins. Co. v. Connecticut Gen. Life Ins. Co.*, 304 F.3d 476, 488 (5th Cir. 2002).

²³ *Gulf Guar. Life Ins.*, 304 F.3d at 488.

²⁴ 155 Wn. App. 761, 769, 231 P.3d 200 (2010).

²⁵ *Everett Shipyard*, 155 Wn. App. at 767. Petitioner seems to argue that that fact that the trial court failed to stay the suit pending arbitration somehow overrides Washington and federal law. No authority for this notion is cited, and Lithia asks the Commission to reject the argument.

In addition to the federal law precluding immediate appeal, a Washington decision not cited by Petitioner supports denial of her motion. In *Clype v. Michels Pipeline Const., Inc.*,²⁶ the Washington Court of Appeals declined review under RAP 2.3(b)(4) of a question regarding a contract at issue in the underlying litigation, noting the issue “does not warrant discretionary review as a controlling question of law.”²⁷ Getting into the details on whether or not the parties or the arbitrator are complying with the arbitration agreement is similarly not a controlling question of law.

Further, Petitioner’s argument that because the trial court retains jurisdiction over the case, and was initially authorized to enforce any arbitration agreement, it retained the authority to review the arbitrator’s discovery order in order to “enforce” the arbitration agreement lacks support. No authority is cited for this proposition. If Petitioner is correct, every decision by an arbitrator is subject to immediate interlocutory review. Such a result would complicate and make more expensive what is contemplated as a more streamlined process. Lithia asks the Commissioner to reject this argument.

Finally, Petitioner contends that her request for rescission of the arbitration agreement itself also falls within the trial court’s authority because it has to do with “enforcement” of the arbitration agreement.

²⁶ 154 Wn. App. 573, 225 P.3d 492, 496 (2010).

²⁷ *Clype*, 154 Wn. App. at 580.

First, Petitioner never argued for rescission before the trial court transferred the matter to arbitration, and it is too late to do so now in order to escape what Petitioner evidently views as an unfavorable forum.

Second, even if Petitioner had provided this Court with authority supporting her argument that the trial court may intervene to review matters of rescission of the arbitration contract, Petitioner does not really argue for rescission. Petitioner's claim here is really that the arbitrator is not enforcing the Civil Rules or that Lithia is not complying with the Civil Rules.

The fact that Petitioner does not argue for rescission is illustrated by Petitioner's Statement of the Case, where Petitioner argues: 1) the parties agreed that the Federal Rules of Civil Procedure would apply; and 2) the arbitrator has failed to apply those rules to the discovery dispute. Petitioner seeks review of a discovery order, not the remedy of rescission.

Petitioner does not even attempt to argue that the limited circumstances allowing interlocutory review of discovery orders are present here.²⁸ Lithia urges the Court to restrict its consideration to the Rule's requirements, including whether there is any difference of opinion.

²⁸ See, e.g., *Admiral Ins. Co. v. United States Dist. Court*, 881 F.2d 1486, 1491 (9th Cir. 1989) (granting petition for writ of mandamus from order compelling defendant to producing allegedly privileged documents); *T.S. v. Boy Scouts of Am.*, 157 Wn.2d 416, 423, 138 P.3d 1053 (2006) (interlocutory review granted regarding discovery order that allegedly violated third parties' constitutional rights).

There is no difference of opinion on whether the trial court was authorized to review the arbitrator’s discovery order – it was not. Absent such a “difference of opinion”, the requirements of RAP 2.3 (b)(4) are not satisfied, and review is premature.

d. Whether discretionary review is available under RAP 2.3(b)(4), given that deciding this issue now will not materially advance the ultimate termination of the litigation?

The trial court finally concluded that appealing both the authority question and the ultimate arbitration decision appealed at the same would be wasteful.²⁹ Streamlining a case is not sufficient grounds for interlocutory review.³⁰ For example, in *Minehart v. Morning Star Boys Ranch, Inc.*³¹ the court of appeals declined to review a myriad of evidentiary rulings despite the potential for a “wasted trial.”³²

Similarly, when considering discretionary review under RAP 2.3(b)(2) in *State v. Howland*, a commissioner of the Supreme Court has

²⁹ Burgess 9-10, Conclusion of Law 6.

³⁰ See, e.g., *Minehart v. Morning Star Boys Ranch, Inc.*, 156 Wn. App. 457, 462, 232 P.3d 591, *rev. denied*, 169 Wn.2d 1029 (2010) (applying parameters of RAP 2.3(b) to case to determine whether the alleged error’s certainty had the requisite impact on the litigation to allow interlocutory review); see also *Bartusch v. Oregon State Bd. of Higher Educ.*, 131 Wn. App. 298, 303, 126 P.3d 840 (2006) (interlocutory review accepted under RAP 2.3(b)(1) and (2) regarding personal jurisdiction).

³¹ 156 Wn. App. 457, 232 P.3d 591, *review denied*, 169 Wn.2d 1029 (2010).

³² *Minehart*, 156 Wn. App. at 462.

noted that review was not appropriate unless the decision appealed would “have immediate effect outside the courtroom.”³³ As explained by the Court of Appeals in *Howland*:

[W]here a trial court’s action merely alters the status of the litigation itself or limits the freedom of a party to act in the conduct of the lawsuit, even if the trial court’s action is probably erroneous, it is not sufficient to invoke review under RAP 2.3(b)(2).³⁴

Here, of course, the trial court’s order did not affect anything outside the courtroom, but rather maintained the status quo, precluding immediate appeal.

In fact, should this court remand to the trial court and direct it to rule on Petitioner’s motion to vacate the arbitration agreement, that order will be immediately appealable as of right regardless of the decision.³⁵ The grant of Petitioner’s motion below will be immediately appealable, as it will terminate the proceeding in arbitration.³⁶ Similarly, Washington courts have held that review of a court’s denial of a motion to compel arbitration or stay the litigation pending arbitration is allowed under RAP 2.2(a)(3) when the trial court’s ruling effectively terminates the arbitration

³³ *State v. Howland*, 182 Wn.2d 1008, *3 (2015) (denying review on other grounds).

³⁴ 180 Wn. App. 196, 206-07, 321 P.3d 303 (2014), *review denied*, 182 Wn.2d 1008 (2015).

³⁵ *See, e.g., Adler v. Fred Lind Manor*, 153 Wn.2d 331, 340-41, 103 P.3d 773 (2004) (order compelling party to arbitrate appealable under RAP 2.3(b)(2)).

³⁶ *See Adler*, 153 Wn.2d at 340-41.

proceeding.³⁷ Therefore, rather than materially advancing the litigation, reviewing this issue now will guarantee another round of procedural appeals before the merits may be addressed. It is clear that no benefit would result from immediate review, and the Petitioner's motion should be denied.³⁸

VI. CONCLUSION

For the reasons stated above, the Court should deny Petitioner Evette Burgess's Motion for Discretionary Review.

DATED and respectfully submitted this 18th day of March, 2019.

By: s/ Lisa C. Neal
John M. Silk, WSBA #15035
Gabiella Wagner, WSBA# 42898
Lisa C. Neal, WSBA# 25686
WILSON SMITH COCHRAN
DICKERSON
901 Fifth Avenue, Suite 1700
Seattle, WA 98164
(206)623-4100
(206)623-9273 facsimile
Attorneys for Respondent Lithia
Motors
Electronic mail: l.neal@wscd.com

³⁷ See, e.g., *Stein v. Geonerco, Inc.*, 105 Wn. App. 41, 4--45, 17 P.3d 1266 (2001) (denial of motion to compel arbitration precluded arbitration); *Herzog v. Foster & Marshall, Inc.*, 56 Wn. App. 437, 443, 783 P.2d 1124 (1989) (denial of motion to stay litigation pending arbitration effectively precluded arbitration).

³⁸ See *Boone v. City of Seattle*, noted at 193 Wn. App. 1042, 2016 WL 1735487 at *1 (2016) (unpublished) (where not clear what benefit would result from immediate review, review should not have been granted).

CERTIFICATE OF SERVICE

The undersigned certifies, under penalty of perjury under the laws of the State of Washington, that on the below date I caused to be filed with Division III of the Court of Appeals of the State of Washington, and arranged for service of true and correct copies of the foregoing RESPONDENT'S RESPONSE TO PETITIONER'S MOTION FOR DISCRETIONARY REVIEW upon the following:

VIA electronic ECF filing

Mary Schultz
Mary Schultz Law, P.S.
2111 E. Red Barn Ln.
Spangle, WA 99031-5005
Mary@Mschultz.com

Dated this 18th day of March, 2019.

s/ Alicia Ossenkop
Legal Secretary

WILSON SMITH COCHRAN DICKERSON

March 18, 2019 - 2:21 PM

Transmittal Information

Filed with Court: Court of Appeals Division III
Appellate Court Case Number: 36594-8
Appellate Court Case Title: Evette Burgess v. Lithia Motors, et al
Superior Court Case Number: 18-2-00200-6

The following documents have been uploaded:

- 365948_Other_20190318141909D3197752_9094.pdf
This File Contains:
Other - Respondent's Response to Motion for Discr Review
The Original File Name was Respondents Response to Petitioners Motion for Disc Review.pdf

A copy of the uploaded files will be sent to:

- Mary@mschultz.com
- jay@wscd.com
- phares@wscd.com
- silk@wscd.com
- wagner@wscd.com

Comments:

Sender Name: Lisa Neal - Email: L.Neal@wscd.com
Address:
901 5TH AVE STE 1700
SEATTLE, WA, 98164-2050
Phone: 206-452-8970

Note: The Filing Id is 20190318141909D3197752

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Friday, February 14, 2020 3:24:19 PM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	Andi O'Rourke
Email	
Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Dillon O'Rourke S.P.C.
Current Position	Owner/Horticulturalist
I am interested in serving on one of the following City advisory groups (select all that apply):	Ethics Board (6 positions), LEOFF 1 Disability Board, Salary Commission (7 positions)
Experience & Qualifications	
Have you served on any City advisory groups in the past?	Yes
If so, please indicate which groups:	Village of Buffalo Grove Student Advisory Committee, 2001-2002, 2002-2003
Please share your qualifications for this appointment (skills,	I obtained a broad, interdisciplinary Liberal Arts and Sciences education as a graduate of Utrecht University and have used those skills to do work in journalism, political communications,

activities, training, education) if any:

and community advocacy. I'd like to have the opportunity to use my critical thinking skills and understanding of networks and systems to further the best interests of the Bainbridge Island community at large.

Please share your community interests (groups, committees, organizations) if any:

Field not completed.

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

City Manager's Report (e-newsletter)

Other

Field not completed.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Friday, July 3, 2020 8:11:06 PM

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Corban Hunter Quigg

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Amazon.com

Current Position Senior Account Manager

I am interested in serving on one of the following City advisory groups (select all that apply):

Climate Change Advisory Committee , Ethics Board, Human Services Funding Task Force , Kitsap County Grant Recommendation Committee (Capital), Kitsap County Grant Recommendation Committee (Services)

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any:

BA in Political Science (with coursework in public administration), numerous corporate positions, including quality control documentation and writing/reviewing of test methods standards. MA in Theology/Philosophy.

Please share your community interests (groups, committees, organizations) if any:

I'm interested in serving the community of Bainbridge in any capacity.

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Bainbridge Review Newspaper

Other

Field not completed.



CORBAN QUIGG

SUMMARY

High-energy, high-impact Business Development Professional in Software and Technical Sales. Proven skills formulating go-to-market strategies, and identifying and converting leads through the consultative sales process. Top sales performer offering 10+ years' experience in software and technical sales, with an entrepreneurial spirit in each role I undertake.

SKILLS

- Business development (Consultative Sales)
 - Marketing strategy and execution
 - Sales leadership and training
 - Microsoft Office Suite (2019/365)
 - On-site and virtual software demonstrations
 - 3P Marketplaces and Integrations for Retail
 - eCommerce channel management/data optimization
 - SaaS sales, implementation, and support
-

EXPERIENCE

Strategic Account Manager / Feedonomics – Los Angeles, CA *01/2020 – Present*

- Tripled my sales quota goal in first month (Feb. 2020).
- Prospecting, engaging, contracting, and retaining 200+ clients (agencies and end-users) in role.
- Business development for niche verticals in travel, automotive, real estate, etc.
- SaaS sales role focused on eCommerce results for ad agencies and end-user retail.

Senior Platform/Marketing Manager / McGraw-Hill Education - Glendale, CA *03/2018 – 01/2020*

- Increased platform users 15% in 1.5 years.
- Collaborate with software engineering team to assist clients with emergent technical issues to develop effective solutions, including UX design and feature enhancements.
- Establish and maintain key relationships with business stakeholders (internal sales force and key customers) to promote future opportunities.
- Conduct live demos of software to prospective customers virtually and on-site. Travel 40% annually.

Technical Consultant / Self Employed - Glendale, CA *01/2013 – 01/2020*

- Independent auditor, consultant, and business development contact for product certification bodies, testing labs, and inspection agencies. (Serve as US contact for an Australian-based firm.)
- Audit manufacturing facilities under ISO 9001 for Quality Management Systems or similar standards.
- Authored quality managed systems, guidelines, and manuals.
- Certified under ISO 17021, ISO 17020, and ISO 17025.

Consultant/Director of Business Development / NTA, Inc - Nappanee, IN *05/2017 - 03/2018*

- Crafted sales and marketing strategy for company - primarily in the building product division.
- Increased building division YOY revenue more than 25%.
- CRM admin (SalesForce) and sales manager over two technical engineers
- Negotiated strategic partnerships with trade associations and government entities, and expanded the business, which allowed the owner to sell upon my departure.

Learning Technology Representative / McGraw Hill Higher Education - San Diego, CA

02/2014 - 03/2016

- Partnered with 12 universities and colleges in the San Diego area managing 3M in annual revenue, selling software solutions to educators in business, economics, and computer information technology.
- 4th highest earning company sales representative in 2015. Increased territory revenue by more than \$800K.

Director of Business Development / CertMark International - Irvine, CA

07/2013 - 01/2014

- Business development, operations, and company manager of CertMark International, a startup under the Australian-based, parent company.
- Focused on consultative sales, marketing, accounting, etc., as well as the ISO 17025 system used in company's accreditation process.

Director of Business Development, Operations / RADCO - Long Beach, CA

03/2009 - 07/2013

- Directed a company division in an engineering, consulting firm, with 6 direct reports and 40 staff in department.
 - Focused on business development and operations.
 - Increased YOY revenue by 15%, during height of construction industry recession.
-

EDUCATION AND TRAINING

Biola University - La Mirada, CA

Master of Arts: Philosophy and Religious Studies

Biola University - La Mirada, CA

Bachelor of Arts: Political Science and Government

CERTIFICATIONS

- ISO 17020: Requirements for the operation of various types of bodies performing inspection
- ISO 17025: General requirements for the competence of testing and calibration laboratories
- ISO 17021: Conformity assessment - Requirements for bodies providing audit and certification of management systems
- McGraw-Hill, Microsoft Office Certification in MS Word, PowerPoint, Excel, and Access for Office 2019/365



CITY OF BAINBRIDGE ISLAND

City Advisory Group Application

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

I am interested in serving on one of the following advisory groups (select all that apply):

- Ethics Board (deadline: 4 pm Feb 21, 2020)
- LEOFF 1 Disability Board
- Salary Commission (deadline: 4 pm Mar 31, 2020)

First Name: JUDITH

Last Name: TINGLEY

Current Employer: I am retired Position: _____

Have you served on any other City advisory group? (Please circle one) Yes No

Please share your qualifications for this appointment (skills, activities, training, education) if any: I AM A RETIRED Ph.D. PSYCHOLOGIST; A THERAPIST, A RESEARCHER AND AN ADVISOR AND CONSULTANT TO LARGE ORGANIZATIONS; ETHICS AND COMMUNICATION - THE MOST IMPORTANT TOPICS ASKED FOR! THE BOARD OF EXAMINERS FOR PSYCHOLOGY FOCUSED ON VIOLATIONS OF THE ETHICS NORMS AND RULES. VIOLATIONS BY Ph.D. PSYCHOLOGIST RESULT IN LOSS OF CERTIFICATION, I DID NOT LOSE MY CERTIFICATION.

Please share your community interests (groups, committees, organizations, special activities) if any: PAST BOARD OF DIRECTORS: BPL, BLSCC, TREASURER, CHURCH LEADERSHIP, CLIMATE CHANGE COMMITTEE, ZERO WASTE, GATHER CLOTHING FOR HOMELESS PEOPLE IN SEATTLE,



Feel free to attach your resume (optional)

How did you hear about the volunteer opportunity? (Please circle one)

City Website Notify Me (email notification) City Manager's Report (e-newsletter)
COBI Connects Social Media Newspaper (Bainbridge Review or Bainbridge Islander)
Other : ANNE BLAIR

Thank you for your interest!

Please return your application and resume to the Executive Department:

Email cityadmin@bainbridgewa.gov

Fax (206) 780-8600

Mail City of Bainbridge Island, Executive Department, 280 Madison Avenue North, Bainbridge Island, WA 98110

Feel free to contact us with any questions (206) 842-2545.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Thursday, July 30, 2020 10:03:20 AM

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Tyler Weaver

Email

Phone

Address

City Bainbridge Island

State Washington

Zip 98110

Current Employer Calfo Eakes LLP

Current Position Attorney

I am interested in serving on one of the following City advisory groups (select all that apply): Ethics Board

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any:

I have been a lawyer for 22 years, and a resident of Bainbridge Island for 19. For most of my career, i have been involved in litigation, which is necessary a practice in both conflict and conflict resolution, and one that is closely regulated by rules of ethics. I have personally witnessed what happens when strong advocacy turns into personal disagreements and unfounded accusations. I always strive to avoid crossing that line, and I think my ability to navigate conflict and search for common ground would be a valuable asset for the Ethics Board and the City. In addition, I believe that being a lawyer would also help me both understand and communicate effectively with others about the various ethical rules and restrictions that come with being a public servant.

I also have (details below) experience serving on boards and committees, including in leadership positions that have required me to navigate group dynamics and mitigate conflict.

Please share your community interests (groups, committees, organizations) if any:

I am currently the President of the Board at One Call for All, and am entering my fourth year on that board. I have also recently completed a three-year position on the Board of Trustees for Cedars Unitarian Universalist Church. I am also involved in the local theater scene (when there is not a pandemic), and have appeared in various stage productions and founded an improv-comedy group.

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

Other

Other

Friend who was aware of the opening

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: Citizen Advisory Group Application
Date: Sunday, April 7, 2019 1:44:48 PM

Citizen Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Joseph Wolfe

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Retired

Current Position Professor Emeritis University of Tulsa

I am interested in serving on one of the following advisory groups (select all that apply): Ethics Board , Historic Preservation Commission

Experience & Qualifications

Have you served on any city advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, I have written a number of case studies that dealt with ethics and ethical issues. One of my fields for my doctorate dealt was Business and Economic History. I have visited my historical sites

activities, training,
education) if any:

and museums.

Please share your
community interests
(groups, committees,
organizations) if any:

I am interested in the Ethics Committee and the Historical
Committee.

Feel free to attach your
resume (optional):

Type the Year

2019

How did you hear
about the volunteer
opportunity?

Other - See below

Other

The new COBI Newsletter

Email not displaying correctly? [View it in your browser.](#)



Joseph Wolfe, Ph.D. from New York University's Stern School of Business in Management, has actively researched and practiced experiential teaching methods in both their business games and case research forms for over forty years. He is Professor Emeritus, University of Tulsa and President of his consulting firm Experiential Adventures LLC. Dr. Wolfe's work has entailed business game applications in the United States as well as in Russia, Belarus, Ukraine, Poland, Hungary, Thailand, The Netherlands and China. In his role as an advocate of active management education and development techniques he was a Fulbright Lecturer in Strategic Management at Budapest Hungary's International Management Center and has conducted over 45 case research studies on many American and Canadian companies as well as large-scale enterprises in Budapest, Novgorod and Moscow.

Joe is a past President of the Association for Business Simulation and Experiential Learning (ABSEL) and past chair of the Academy of Management's Management Education and Development Division. He has served as Business Section Editor for Simulation & Gaming and also served on the editorial boards of Management Learning, the Case Research Journal and the Journal of Simulation Practice and Theory. Dr. Wolfe also has served or serves on the boards of many academic organizations including the Casewriters Association, the Center for Managerial Learning and Business Simulation at Georgia Southern University, INSEAD's Center for Advanced Learning Technology, Euro Working Group 21 (Delft University), Portland State University's Soviet and East European Business Administration Center, the Kiev Building Institute's School of Managers International Advisory Board and the St. Petersburg Academy of Technology and Economics' Simulation Center Advisory Board.

During his academic career Dr. Wolfe has helped to develop a number of university-based programs in post-socialist economies. His interests have resided in bringing change and development to a nation's managers. First work in this regard began in Central Europe in 1987 when he was part of a simulation symposium conducted at Budapest's Karl Marx University. Later travels took him to Archangelsk, Rostov-on-Don, Tambov, Novgorod, Katowice, Lublin and Moscow where he worked with both embryonic and experienced managers using Russian and Polish translated computer-based business games and specially prepared case studies. He has also delivered faculty symposia on these experiential teaching techniques at INSEAD's Center for Advanced Learning Technologies in Fontainebleau, France and in such Central and Eastern European universities as Humboldt University, Warsaw University, the Kiev Technological University and the St. Petersburg Academy of Technology and Economics. Travels have recently taken him to Beijing, China and Tokyo, Japan where he demonstrated The Global Business Game initially published by South-Western College Publishing in 2000 and 2003. This simulation has now migrated to the Internet in cooperation with Innovative Learning Solutions, Inc.

Over the years temporary faculty appointments have been held in Spring 1990 at Budapest's International Management Center, Central Europe's first private MBA program, and Zelenograd's School of Business in Winter 1995. At both these institutions Dr. Wolfe engaged in curriculum development activities while also developing five teaching case studies on transitioning state-owned enterprises. Three case studies were conducted on two of Hungary's major industrial firms, the Csepel Machine Tool Works and the Taurus Hungarian Rubber Company. In the former Soviet Union Dr. Wolfe studied the Transvit Company of Novogrod, Russia and Moscow's Angstrom Company. The former company is a manufacturer and lightduty transformers while Angstrom is Russia's second largest computer chip manufacturer. Both firms were experiencing the era's typical problems of excess capacity, redundant labor forces, antiquated manufacturing technologies and inadequate capital.

Dr. Wolfe continues his management education and development activities wherever possible. He curated the ABSEL Business Games and Exercises Archive at the University of Tulsa's McFarlin Library, is Chair of the ABSEL Legacy Project and most-recently, Chair of ISAGA 2014's Outstanding Papers Committee and Co-editor of two Simulation & Gaming symposium issues based on papers associated with that association's 2014 Dornbrin Austria conference.

Joe now lives on Bainbridge Island with his wife and two granddaughters, just a short ferryride across Puget Sound from Seattle.

From: [Joseph Wolfe](#)
To: [Roz Lassoff](#)
Subject: Online Form Submittal: Citizen Advisory Group Application
Date: Thursday, May 2, 2019 4:39:06 PM
Attachments: [Writing Example.docx](#)

Hi Roz:

Many thanks for continuing to let me pursue my desire to serve on the Ethics Board. You asked for an example of my writing ability.

Attached is my most-recent research study that was published in a referred journal. I am sorry that it might be a bit dry but academic writing requires this style. Still, you can see from the Abstract that I had to recognize that a problem existed, had to logically go about creating a research design that investigates the problem in a logical manner, engaged in an analysis for the data collected and lastly stating the results obtained.

Other writing I have accomplished over the years would include the following:

- My Doctoral Dissertation entitled *Increasing Black Entrepreneurship in the Ghetto: An Exploratory Study of a Management Training Program for Harlem Blacks*. As was the case for the attached writing example, this work had to follow the usual requirements for good, readable writing, and was orally defended.
- Over 60 referred journal articles all of which were research-based.
- 46 published case studies, of which three involved ethics, and the treatment of ethics in business situation.

Hoping that I might be allowed to serve on the Ethics Committee.

Joe

Joseph Wolfe PhD
Professor Emeritus
The University of Tulsa
206 201 3216

Sent from [AOL Desktop](#)

In a message dated 5/2/2019 3:08:15 PM Pacific Standard Time, rlassoff@bainbridgewa.gov writes:

Hi Joseph,

Thank you for applying to serve on the Ethics Board. Interviews will be held on Monday, May 20 in the mid-late afternoon (time slots TBD).

One of the important skills for members of the Ethics Board is the ability to write clearly, so please submit a sample of something you've written. Your writing sample should demonstrate problem solving, logical thought, and/or an analytical process. Examples might include a memo outlining a substantive issue, an email you sent to your team or project members, an opinion you prepared for an Op Ed page of a newspaper. Please redact any sensitive details or names that should remain private.

Please submit this information by Thursday, May 9, 2019.

Who Learns in a Business Game: An Objective Single Player Examination

Abstract

Background. After over 60 years of business game usage in higher education, there is still no objective evidence that they teach a course's subject matter.

Aim. The purpose of this study was to directly and objectively measure a player's learning in a game against a strategic management course's teaching/learning objective.

Method. 59 seniors in a capstone strategic management course played a relatively complex game for 12 decision periods after being assigned to single-member companies. Before and after tests were administered of their knowledge of the strategic management field's theories and tools, as applied to the game. Another measure of learning was their Before/After SWOT analyses of their firm's initial competitive prospects and its final position. Each player's online decision-making behaviors were recorded in a clandestine fashion.

Results. A slim majority of the students improved their knowledge scores while another large minority did not. An analysis of those who were high learners found they were more-strongly engaged in the simulation over its duration. They also paid more attention to using the game's reports and gave more attention to their company's functional business areas and also in a more-consistent fashion. Those who were low learners put much less effort into the game and were haphazard regarding the company functions they pursued. Similar results were found between those whose SWOT scores improved the most versus those who showed low or negative improvement.

Conclusions. A business game is able to teach. It cannot be assumed, however, that all game participants are equally committed to their gaming experience and that different learning levels are associated with this commitment and their attention to the game's challenges.

Recommendations. Instructors who use a game should monitor the progress, or lack thereof, of all its players. They should early-on coach those players who spend much time merely viewing their company's operations rather than taking actions that improve their firm's performance. It is believed that playing such games of this type in teams also makes it difficult to know who is learning what from the experience and that additional measures must be employed to detect an individual's amount of learning.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Thursday, June 11, 2020 12:56:11 PM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Terri Bumgardner

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Retired Environmental/City Planner City of San Diego

Current Position Private Land Use Consult

I am interested in serving on one of the following City advisory groups (select all that apply):

Climate Change Advisory Committee , Environmental Technical Advisory Committee, Historic Preservation Commission

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, I have over 40 years of Planning, Land Use, Environmental review, and Historical review of Projects.

activities, training, education) if any:

Please share your community interests (groups, committees, organizations) if any:

I am interested in community service, maintaining and improving the Environmental health of the Island. I love working in Public Service. I am new to the Island but feel I need to become involved and this would give me an opportunity to meet people. (If a resume is needed I would be glad to provide one, however I worked for the City of San Diego from 1988 to 2014 in General Services for 3 years and Planning and Building Department for the rest of my tenure, and as a private Land Use Consultant to present). I can provide references if needed.

Feel free to attach your resume (optional):

Field not completed.

Type the Year

2020

How did you hear about the volunteer opportunity?

City Website

Other

Field not completed.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Thursday, May 7, 2020 11:47:49 AM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Rick Chandler

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Self

Current Position Handyman

I am interested in serving on one of the following City advisory groups (select all that apply): Historic Preservation Commission

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, *Field not completed.*

activities, training,
education) if any:

Please share your
community interests
(groups, committees,
organizations) if any:

Field not completed.

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

Field not completed.

How did you hear
about the volunteer
opportunity?

Field not completed.

Other

Field not completed.

PROFILE: Concurrent experience in project development, management, and construction (22 years) and biological sciences (18 years). Current: Curator, Exhibit Specialist, Facilities Manager at the Bainbridge Island Historical Museum.

EXPERIENCE: BIOLOGICAL SCIENCE AND EDUCATION

Cetacean Creations: Life model exhibits 1994-1998

Whale Research & Visiting Lecturer: Moclips Cetological Society, 1975-1982

Instructor, Marine Mammal Biology: Ocean Research & Education Society, Harvard University Extension, 1976.

Co-founder: Moclips Cetological Society, 1975; Board of Directors 1975-1982; Organized and started Orca Survey, Humpback Whale Survey, and Whale Museum

Biologist in Charge: Pacific Ocean Biological Survey Program, Smithsonian Institution, U.S. National Museum, 1966-1968

Research Naturalist: Wellfleet Bay Wildlife Sanctuary, Massachusetts Audubon Society, Summer 1961, 1965

Field Research Biologist: Museum of Comparative Zoology, Harvard University, Birds of Ecuador, 1964

Ornithologist, American Museum of Natural History, Kalbfleisch Field Research Station 1963

PROJECT DEVELOPMENT AND MANAGEMENT

Construction: Commercial and residential design, construction, and management, 1975-present; projects include Harbour Marina, Harbour Public House, Markwood Residence, Ohmark Beach Home, Orcas Vacation Home, Our Guest House B & B, Volcano Cabin Retreat, Hale O' Kohala Cottage, Winthrop Vacation Lodge, Arizona Pool House, Suquamish Yare House, Methow Valley Retreat, Hawaii Mashiko House.

Management: Bar Harbor Management Corporation, Harbour Marina 1983-1985; Bainbridge Island Historical Museum schoolhouse restoration 2006-2007

Museum/History: Island Center Schoolhouse Restoration Exhibit 2000-2001; "Born Free and Equal"-Ansel Adams' Photographs of Manzanar, 2001; WWII Exhibit 2002; Grow House Root Cellar Restoration Exhibit, 2003; "An Island Story" exhibit, 2006-2007

EDUCATION

University of Washington, Certificate in Project Management, June 2003

University of Washington, Certificate in Museum Studies, June 2001

UCLA, Master's Candidate, Population Ecology, 1968-1970

Cornell University, Bachelor of Science, Vertebrate Zoology, 1966

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Thursday, April 9, 2020 8:33:58 AM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Eric Kortum

Email

Phone

Address

City Bainbridge Island

State Wa.

Zip 98110

Current Employer Retired

Current Position None

I am interested in serving on one of the following City advisory groups (select all that apply): Historic Preservation Commission

Experience & Qualifications

Have you served on any City advisory groups in the past? Yes

If so, please indicate which groups: Historic Commission

Please share your qualifications for this appointment (skills, Historic Commission Chair, Museum Docent, Builder, B.A. in Kinesiology

activities, training,
education) if any:

Please share your
community interests
(groups, committees,
organizations) if any:

Helpline, Senior Center volunteer

Feel free to attach your
resume (optional):

Field not completed.

Type the Year

Field not completed.

How did you hear
about the volunteer
opportunity?

Other

Other

Historic Commision E-Mail

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Friday, May 8, 2020 8:28:30 AM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name Christopher Moreno

Email

Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer Cultural Geographics Consulting

Current Position Co-Owner/Ethnography Program Manager

I am interested in serving on one of the following City advisory groups (select all that apply):
Historic Preservation Commission

Experience & Qualifications

Have you served on any City advisory groups in the past? No

If so, please indicate which groups: *Field not completed.*

Please share your qualifications for this appointment (skills, Dr. Moreno has nineteen years of professional experience conducting ethnographic research in North America and the Pacific Region and serves as the Ethnography Program Manager

activities, training, education) if any:

for Cultural Geographics Consulting, LLC. Dr. Moreno's ethnographic research specializations include: 1) the relationships between culture, environment, place, and landscape, 2) Traditional Cultural Properties (TCPs) and Traditional Cultural Landscapes (TCLs), 3) traditional land use and subsistence, 4) intangible cultural heritage and sustainable tourism, 5) Native American and ethnic community cultural landscape preservation and management, and 6) community development, health, and resiliency. Dr. Moreno has worked in direct collaboration with several Native American Tribes and heritage communities in conducting outreach and ethnohistoric compilations and ethnographic investigations and analyses of TCPs and TCLs, traditional land use, and intangible cultural heritage in Alaska, Arizona, California, Florida, Mississippi, Nevada, New Mexico, Utah, Washington, and Wyoming. In the Pacific Northwest region, Dr. Moreno has worked directly in collaboration with several Native American Tribes from the Puget Sound and Washington coastal areas in conducting TCP and TCL environmental compliance assessments, treaty rights, and land management planning projects. Dr. Moreno has successfully managed multiple contracts for ethnographic and consultation related projects and services with Native American tribes and heritage communities associated with Section 106/110 of the National Historic Preservation Act (NHPA), National Environmental Protection Act (NEPA), California Environmental Quality Act (CEQA), and Navajo Cultural Resources Protection Act (NCRPA). Dr. Moreno has 10 years of college teaching experience in the disciplines of cultural anthropology and cultural geography and has published numerous articles in international and domestic scholarly journals and edited books. Dr. Moreno currently serves as an adjunct professor in the Department of Geography and research fellow for the Center for Research on Youth, Environments, Society and Space (YESS) at San Diego State University.

Please share your community interests (groups, committees, organizations) if any:

My two sons are enrolled at the Island School and Island Cooperative Preschool.

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Notify Me (email notifications)

Other

Field not completed.

Dr. Christopher M. Moreno

Qualifications Statement

Dr. Moreno has eighteen years of academic and professional experience conducting ethnographic research in North America and the Pacific Region and currently serves as Co-Owner/Ethnography Program Manager for Cultural Geographics Consulting, LLC and as an adjunct professor in the Department of Geography and research fellow for the Center for Research on Youth, Environments, Society and Space (YESS) at San Diego State University. Dr. Moreno's research specializations include: 1) collaborative ethnography, 2) the relationships between culture, environment, place, and landscape, 2) indigenous heritage resources management and policy, 3) Native American traditional cultural landscapes, 4) traditional knowledge, and 5) community health and well-being. Dr. Moreno has worked in direct collaboration with several Native American Tribes and heritage communities in designing and implementing participatory and collaborative ethnographic investigations and analyses of Native American traditional cultural landscapes and culture-environment assessments in Alaska, Arizona, California, Florida, Mississippi, Micronesia, Nevada, New Mexico, Utah, Washington, and Wyoming. In the Pacific Northwest region, Dr. Moreno has worked directly in collaboration with several Native American Tribes from the Puget Sound and Washington coastal areas in conducting culture-environment, Native American resources management, U&A treaty rights, and water-land management assessment and planning projects. Dr. Moreno has successfully managed multiple ethnographic and consultation related projects and services with Native American tribes and heritage communities associated with Section 106/110 of the National Historic Preservation Act (NHPA), National Environmental Protection Act (NEPA), California Environmental Quality Act (CEQA), and Navajo Cultural Resources Protection Act (NCRPA). Dr. Moreno also has 10 years of college teaching experience in the disciplines of geography and anthropology and has published numerous articles in international and domestic scholarly journals and edited books.

Education

PhD, Social and Cultural Geography, University of California, Santa Barbara and San Diego State University, 2010.

MA, Applied Cultural Anthropology, San Diego State University, 2004.

BA, Cultural Anthropology, Humboldt State University, 1999.

Employment History

2016 – Present, Co-Owner and Ethnography Program Manager, Cultural Geographics Consulting, LLC.

2012 – Present, Adjunct Faculty, Department of Geography, San Diego State University.

2012 – Present, Research Fellow, San Diego State University - The Young People's Environments, Society and Space Research Center (YESS).

2010 – 2016, Ethnography and Tribal Consultation Program Manager, HDR.

2008 – 2010, Research Associate and Project Advisor, San Diego State University, Center for the Interdisciplinary Studies of Youth and Space.

2009 – 2010, Instructor, Department of Geography, San Diego State University.

2008 – 2010, Adjunct Faculty, Department of Anthropology, Grossmont College.

2007 – 2010, Adjunct Faculty, Department of Geography and Anthropology, Miramar College.

2004 – 2009, Graduate Teaching and Research Associate, Department of Geography, San Diego State University.

2001 – 2004, Graduate Teaching and Research Associate, Department of Anthropology, San Diego State University

2005 – 2006, Qualitative Researcher, NPC Research, Inc.

Research Interests and Specializations

Ethnographic and Qualitative Methods

Culture-Environment Relations

Indigenous Geographies

Indigenous Heritage Resources Management

Traditional Knowledge

Traditional Cultural Properties and Landscapes

Native American Cultural Resources Policy and Law

Tribal and Heritage Community Capacity Building

Community Development, Health, and Resiliency

Disasters and Community Resiliency

Tribal Climate Adaptation Planning

Intangible Cultural Heritage and Tourism

Participatory GIS Mapping

Health Geography

Children's Geographies

Media Geographies

Teaching Experience

Graduate Seminar: Geography Research Design (w/ Dr. Giorgio Curti) (San Diego State University)

United States Geography (San Diego State University)

World Regional Geography (San Diego State University)

Geography of South America (San Diego State University)

Geography of Central America (San Diego State University)

Physical Geography (Miramar College)

Cultural Anthropology (San Diego State University, Grossmont College, Miramar College)

Physical Anthropology (Miramar College)

Teaching Associate Experience

Graduate Seminar: Geographic Thought (San Diego State University)

Introduction to Cultural Geography (San Diego State University)

Cultural Anthropology (San Diego State University and Humboldt State University)

Anthropological Linguistics (San Diego State University)

Training

2016, *Landscape Preservation: Advanced Methods*, National Preservation Institute, Seattle, Washington.

2015, *Social Impact Assessment*, International Association of Impact Assessment, Florence, Italy.

2014, *Tribal Consultation*, U.S. Army Corps of Engineers, Portland, Oregon.

2014, *Native American Cultural Property Law*, National Preservation Institute, Seattle, Washington.

2005, *Teaching College Level Geography*, SDSU. Dept of Geography.

2003, *Teaching College Level Anthropology Graduate Seminar*, SDSU Dept. of Anthropology.

2001, *SDSU Teaching Workshop, Improving Student Performance: Approaches for Experienced Faculty*. SDSU Center for Teaching and Learning.

Selected Awards, Contracts, and Grants

2019

- Pueblo of Zuni: Tribal Climate Adaptation Plan
- Confidential Tribal Client in Pacific Northwest Region: Ethnographic Services.
- Pala Band of Mission Indians and National Park Service: Cupeño Traditional Cultural Landscape Study
- Seattle City Light: Skagit River FERC Re-licensing Project – Ethnography Services
- Rincon Band of Luiseño Indians: Tribal Historic Preservation Office Capacity Building
- San Pasqual Band of Mission Indians: Tribal Historic Preservation Office Capacity Building
- Pala Band of Mission Indians: Tribal Historic Preservation Office Capacity Building

2018

- Tómqav Traditional Cultural Landscape Ethnographic Study, San Diego, CA.
- Hoh River Watershed Traditional Cultural Landscape Study, Jefferson County, Washington.
- Confidential Tribal Client in Pacific Northwest Region – Ethnographic Services.
- Pala Band of Mission Indians – NRHP Documentation and Nomination – Blacktooth House and *Chokla*

2017

- Washington State Department of Transportation: Ballast Island Traditional Cultural Property Study and NRHP Nomination, Seattle, Washington.
- Confidential Tribal Client in the Pacific Northwest Region – Ethnographic Services.
- Stillaguamish Tribe: Mount Higgins Traditional Cultural Property National Register Evaluation, Washington.

2016

- U.S. Army Corps of Engineers: West Cajalco I Pechanga Band of Luiseño Indians Traditional Cultural Landscape Assessment, Riverside, California.
- Bureau of Reclamation: Navajo Generating Station and Kayenta Mine Complex Pueblo of Zuni Traditional Cultural Landscape Inventory and Assessment, Arizona. Teaming Partner: Zuni Cultural Resources Enterprise and Zuni Cultural Resources Advisory Team.

2014

- Bureau of Reclamation: Kayenta Mine Complex *Navajo Nation* Traditional Cultural Landscape Inventory and Northern Arizona University (NAU) Navajo Student Ethnography Training Program, Arizona. Teaming Partners: Navajo Nation Heritage and Historic Preservation Program, Dinè Haitailli Association, and NAU Applied Indigenous Studies Dept.

2013

- HDR Foundation Grant: San Diego Native American Youth Educational Outreach Project. Teaming partners: San Diego State University Research Foundation, Department of Geography, Department of Native American Studies, and Center for the Interdisciplinary Studies of Youth and Space.
- Repsol: Iñupiat Subsistence and Cultural Resources Inventory and Impact Assessment, Colville River Delta, Alaska. Teaming Partners: Native Village of Nuiqsut.
- U.S. Customs Border Protection (CBP): Pechanga Band of Luiseño Indians Traditional Cultural Property Inventory, San Diego, California. Teaming Partner: Pechanga Band of Luiseño Indians.

2012

- HDR Foundation Grant: Kosrae Sustainable Tourism Plan and UNESCO World Heritage Nomination Project, Micronesia. Teaming Partners: Federated States of Micronesia, UNESCO, KnowledgeWell, University of North Carolina, Laverne University, McKim and Creed, Autodesk, R2Sonic, and Skyship Films.

2011

- U.S. Army Corps of Engineers (USACE): Navajo Nation and Pueblo of Zuni Traditional Cultural Property Inventory, Fort Wingate Depot, New Mexico.
- HDR Environmental Operations and Construction (EOC): Pathfinder Crystal Award Winner.

2010

- Wyoming Army National Guard (WYRANG): Tribal Consultation and Traditional Cultural Property Inventory, Camp Guernsey, Wyoming.
- Bureau of Reclamation (BOR): Confederated Tribes of the Colville Reservation Traditional Cultural Property Impact Assessment, Grand Coulee Dam, Washington.
- BP, Inc.: MC 252 Incident and Area of Response (AOR) Traditional Cultural Property and Cultural Landscape Inventory, Gulf of Mexico – Louisiana, Mississippi, Alabama, and Florida, USA.

2009

- Social Geography Award. Sponsored by Center for Interdisciplinary Studies of Youth and Space and Department of Geography at San Diego State University.

Publications: Peer Reviewed Journal Articles

Rossiter, J.S., Curti, G.H, Moreno, C.M. and Lopez-Carr, D. (2015). Marine-Space Assemblages: Towards a Different Praxis of Fisheries Policy and Management, *Applied Geography* 59: 142-149.

Curti, G.H and Moreno, C.M. (eds.) (2014) Traditional Cultural Properties (TCPs) in need of Critical Geography. Special Issue in *Human Geography*.

Curti, G.H. and Moreno, C.M. (2014) Introduction: Traditional Cultural Properties (TCPs) in need of Critical Geographies. Special Issue in *Human Geography* 7(2): 1-10.

Curti, G.H and Moreno, C.M. (2014) Toward a (New) Materialist Politics of Traditional Cultural Properties (TCPs), or Encountering the Rubberbands of Space-Time and Capacities of Place. Special issue in *Human Geography* 7(2): 88-102.

Wilton, R. and Moreno, C.M. (2012) Introduction: Critical Geographies of Drugs and Alcohol. Special Issue in *Social and Cultural Geography* 13(2): 99-108.

Moreno, C. M. and Curti, G.H. (2012) Recovery Spaces and Therapeutic Jurisprudence: A Case of the Family Treatment Drug Courts. Special Issue on Critical Geographies of Drugs and Alcohol in *Social and Cultural Geography* 13(2): 161-183.

Curti, G. H. and Moreno, C. M. (2010) Institutional Borders, Revolutionary Imaginings and the Becoming - Adult of the Child. Special Issue on Mapping North American Youth in *Children's Geographies* (8) 4: 413-428.

Moreno, C. M. (2009) Body Politics and Spaces of Drug Addiction in Darren Aronofsky's Requiem for a Dream, *GeoJournal* (74) 3: 219-226.

Moreno, C. M. (2007). Changing Faces of Skagway, Alaska: 'A Story so Far', *Association of Pacific Coast Geographers Yearbook*, American Pacific Coast Geography Association Publishing (69): 133-149.

Publications: Peer Reviewed Edited Books

Moreno, C.M. and Wilton, R. (eds.) (2013) *Using Space: Critical Geographies of Drugs and Alcohol*. Routledge: New York.

Publications: Peer Reviewed Edited Book Chapters

Bosco F. J, and Moreno C.M. (2009) Fieldwork. In Kitchin R, Thrift N (eds.) *International Encyclopedia of Human Geography*, Volume 4, pp. 119–124. Oxford: Elsevier.

Moreno, C.M. and Aitken S. C. (2008) Space Operas and Cultures of Addiction: The Animated Tale of Philip K. Dick's *A Scanner Darkly*, in Anton Escher, Stephan Zimmerman and Chris Lukinbeal (eds.), *The Geography of Cinema - A Cinematic World*. Stuttgart: Franz Steiner Verlag Press, pp. 115-135.

Crotty, S., Moreno, C.M., Aitken, S.C. (2008). Each And Every Single Story About Me ... There's Like A Huge Twist To It": Growing Up At Risk In The United States, In Craig Jeffreys and Jane Dyson (eds.) *Telling Young Lives: Portraits of Global Youth*, Philadelphia: Temple University Press, pp. 97-112.

Publications: Dissertation and Thesis

Moreno, C.M. (2010) *Geographies of Addiction and Recovery: Drugs, Spaces, and Body Politics*. Dissertation, UCSB/SDSU.

Moreno, C. M. (2004) *Tourism, Identity, and Cultural Commodification: Skagway, Alaska*. Anthropology Masters Thesis, SDSU.

Publications: Tribal-Community-Agency Reviewed Consulting Technical Reports

Curti, G.H, Bowker Lee, D., Hoover, A. and Moreno, C.M (2019) *Tómqav Traditional Cultural Landscape Ethnographic Study Report*. Prepared for the Luiseño Cultural Resources Advisory Group.

Curti, G.H, Moreno, C.M, and Bowker Lee, D. (2019) *Hoh River Watershed Traditional Cultural Landscape Study Report*. Prepared for the Hoh Indian Tribe and the Federal Highways Administration, Western Division.

Curti, G.H, Moreno, C.M, and Bowker Lee, D. (2019) *Ballast Island TCP Study Report and NRHP Nomination*. Prepared for Muckleshoot Indian Tribe, Tulalip Tribes of Washington, Snoqualmie Tribe, Suquamish Tribe, Stillaguamish Tribe, and the Washington Department of Transportation (WSDOT).

Curti, G.H, Moreno, C.M, and Bowker Lee, D. (2018). *Ethnographic Report*. Prepared for a Confidential Tribal Client in Pacific Northwest Region.

Curti, G.H, Bowker Lee, D., Blackwell, C. and Moreno, C.M. (2018) *Ethnographic Report and NRHP Nomination – Blacktooth House and Chokla*. Prepared for the Pala Band of Mission Indians and National Park Service.

Curti, G.H and Moreno, C.M (2018) *Jim Creek Traditional Cultural Landscape Study and National Register Evaluation*. Prepared for the Stillaguamish Tribe of Indians.

Curti, G.H, Moreno, C.M, and Bowker Lee, D. (2017). *Ethnographic Report*. Prepared for a Confidential Tribal Client in Pacific Northwest Region.

Curti, G.H, Moreno, C.M, and Bowker Lee, D. (2017) *Zuni Traditional Cultural Landscape (TCL) Assessment of the Navajo Generating Station and Kayenta Mine Complex and Association Facilities, Arizona*.

Curti, G.H and Moreno, C.M. (2017) *Mount Higgins Traditional Cultural Landscape (TCL) Study and National Register Evaluation*. Prepared for the Stillaguamish Tribe of Indians of Washington.

Curti, G.H., Moreno, C.M., and Bowker Lee, D. (2017) *West Cajalco / Pechanga Band of Luiseño Indians Final Report*. Reviewed by: U.S. Army Corps of Engineers, California State Historic Preservation Office, and Pechanga Tribal Historic Preservation Office.

Curti, G.H., Moreno, C.M., and Bowker Lee, D. (2016) *Kayenta Mine Complex Navajo Traditional Cultural Landscape and Traditional Cultural Property Final Report*. Reviewed by: Bureau of Reclamation, Salt River Project, Navajo Nation Heritage and Historic Preservation Department, and Navajo Nation Tribal Historic Preservation Office.

Moreno, C.M, Bowker Lee, B. and Curti, G.H. (2015) *Deepwater Horizon Oil Spill – MC-252 Incident Response: State of Louisiana Traditional Cultural Property Inventory and Cultural Landscape Report*. Reviewed by: Department of Interior, USCG, Louisiana State Historic Preservation Office, and participating Native American Tribes and traditional communities.

Moreno, C.M, Bowker Lee, B. and Curti, G.H. (2015) *Deepwater Horizon Oil Spill – MC-252 Incident Response: State of Mississippi Traditional Cultural Property Inventory and Cultural Landscape Report*. Reviewed by: Department of Interior, USCG, Mississippi State Historic Preservation Office, and participating Native American Tribes and traditional communities.

Moreno, C.M, Bowker Lee, B. and Curti, G.H. (2015) *Deepwater Horizon Oil Spill – MC-252 Incident Response: State of Alabama Traditional Cultural Property Inventory and Cultural Landscape Report*. Reviewed by: Department of Interior, USCG, Alabama State Historic Preservation Office, and participating Native American Tribes and traditional communities.

Moreno, C.M, Bowker Lee, B. and Curti, G.H. (2015) *Deepwater Horizon Oil Spill – MC-252 Incident Response: State of Florida Traditional Cultural Property Inventory and Cultural Landscape Report*. Reviewed by: Department of Interior, USCG, Florida State Historic Preservation Office, and participating Native American Tribes and traditional communities.

Curti G.H, Moreno, C.M. and Richardson-Seacat, H. (2014) *Iñupiat Traditional Ecological Knowledge Study and Subsistence Impact Assessment Report, Colville River Delta, Alaska*. Reviewed by: U.S. Army Corps of Engineers, North Slope Bureau, Native Village of Nuiqsut, and Alaska Department of Fish & Game.

Ryder, S., Moreno, C.M., and Curti G.H. (2014) *Iñupiat Cultural Resources Baseline Technical Report, Colville River Delta, Alaska*. Reviewed by: U.S. Army Corps of Engineers, North Slope Bureau, Native Village of Nuiqsut, Alaska Department of National Resources, Office of History and Archaeology.

Curti, G.H. and Moreno C.M. (2013) *Pechanga Band of Luiseño Indians: Traditional Cultural Property Inventory at BPCHPT – Interstate 15*. Reviewed by: U.S. Customs Border Protection, CA State Historic Preservation Office, and Pechanga Tribal Historic Preservation Office.

Curti, G.H., Richardson-Seacat, H., Moreno, C.M., and Smith, C (2013) *Ethnographic Investigations at Camp Guernsey Wyoming Gray Rocks Ranch, South Training Area, and Smith Ranch Parcel in the North Training Area Report*. Reviewed by: Wyoming Army National Guard, Wyoming State Historic Preservation Office, and 13 Tribal Historic Preservation Offices.

Moreno, C.M (2013) *Kosrae Sustainable Tourism Plan*. Reviewed by Federated States of Micronesia, UNESCO, and Kosrae Governor's Office.

Moreno, C.M., Curti, G.H., and Bowker-Lee, D. (2013) *Diné Traditional Cultural Property Inventory at Fort Wingate Depot Activity Report, New Mexico*. Reviewed by: U.S. Army Corps of Engineers, U.S. Army, New Mexico State Historic Preservation Office, and Navajo Nation Tribal Historic Preservation Office.

Moreno, C.M, Bowker-Lee, B. and Williams, L. (2013) *Deepwater Horizon Oil Spill – MC-252 Incident Response: Traditional Cultural Property Inventory Report*. Reviewed by: Department of Interior, USCG, Louisiana State Historic Preservation Office, Mississippi State Historic Preservation Office, Alabama State Historic Preservation Office, Florida State Historic Preservation Office, and 23 Tribal Historic Preservation Offices.

Moreno, C. and Curti, G. (2011) *John. W. Keys, III Pump Generating Plant Modernization Project, Grand Coulee Dam: Finding of Effects on Traditional Cultural Properties Report*. Reviewed by: Bureau of Reclamation, Washington State Historic Preservation Office, Confederated Tribes of Colville Reservation.

Moreno, C., Bowker-Lee, B. and Williams, L. (2011) *Deepwater Horizon Oil Spill MC 252 Incident and Response: Traditional Cultural Properties Inventory and Research Project Status Report*. Reviewed by: Department of Interior, USCG, Louisiana State Historic Preservation Office, Mississippi State Historic Preservation Office, Alabama State Historic Preservation Office, Florida State Historic Preservation Office, and twenty-three (23) Tribal Historic Preservation Offices.

Journal Referee

Aether: The Journal of Media Geography.
Editorial Board.

Geojournal

Social and Cultural Geography

Children's Geographies

Presentations: Academic and Industry Conferences

Participant (2019) 12th Annual Cultural Resources Protection Summit, Suquamish, Washington.

Participant (2018) Washington Department of Historic Preservation Annual Conference, Olympia, Washington.

Participant (2018) 11th Annual Cultural Resources Protection Summit, Suquamish, Washington.

Participant (2017) Preserving the Past Together Series, University of Washington.

Co-Organizer and Panelist (2017) Traditional Cultural Properties, 10th Annual Cultural Resources Protection Summit, Suquamish, Washington.

Co-Organizer and Panelist (2016) Traditional Cultural Properties, 9th Annual Cultural Resources Protection Summit, Suquamish, Washington.

Participant (2015) International Association of Impact Assessment, Annual Conference, Florence Italy.

Participant (2013) *U.S. Army Corps of Engineers Tribal Consultation Training*. Portland Oregon.

Participant (2013) *National Park Service Workshop: National Register of Historic Places, Progress on Updating National Register Bulletin 38 (Traditional Cultural Properties)*.

Participant (2013) *Environmental Protection Agency Workshops: Tribal Adaptation to Climate Change*.

Co-Organizer (2013) Session, Thinking Beyond National Register Bulletin 38: Reflections from the Deepwater Horizon/MC-252 Incident Response. *George Wright Society Conference*, Denver Co.

Panelist (2013) Thinking Beyond National Register Bulletin 38: Reflections from the Deepwater Horizon/MC-252 Incident Response. *George Wright Society Conference*, Denver Co.

Co-Organizer (2013) The National Environmental Policy Act (NEPA) and the Silencing of Native American Worldviews. *National Association of Environmental Professionals Annual Meeting*, Los Angeles Ca.

Panelist (2013) The National Environmental Policy Act (NEPA) and the Silencing of Native American Worldviews. *National Association of Environmental Professionals Annual Meeting*, Los Angeles Ca.

Paper Presentation (2012) Defining "Tangibility" and "Integrity" in Culture-Place Relations and Traditional Cultural Properties (TCPs): Indigenous Worldviews and the Rubber-Bands of Space-Time, in Examining Anthropological and Geographical Intersections of Traditional Cultural Properties, *Annual Meeting of the American Association of Geographers*, New York, New York (w/ Dr. Giorgio Curti).

Co-Organizer (2012) Examining Anthropological and Geographical Intersections of Traditional Cultural Properties, *Annual Meeting of the American Association of Geographers*, New York, New York.

Participant (2010) *Accounting for Traditional Cultural Properties in the BP Oil Spill*. National Park Service, New Orleans, Louisiana.

Paper Presentation (2009) Methodological Issues in Studying Independent Child Migrants in Developing World Contexts, in Advancing Methodologies in Youth Geographies I, *Annual Meeting for the American Association of Geographers*, Las Vegas, Nevada (with Dr. Thomas Herman and Dr. Stuart Aitken).

Participant (2008) *Mapping North American Youth Cultures: Local Settings for Global Lives*, at San Diego State's Center for Interdisciplinary Studies of Youth and Space, San Diego, California.

Panelist (2007) "Things seen are temporal...Things unseen are eternal: San Diego State Labor Dispute Video Ethnography Project, *Annual Meeting for the American Pacific Coast Geographers*, Long Beach, California (w/ Dr. Stuart Aitken).

Participant (2007) *Deleuze Camp*, at Cardiff University's Centre for Critical and Cultural Theory, Cardiff Wales, United Kingdom.

Chair (2007) Geography of Media IV: Journalism, *Annual Meeting for the American Association of Geographers*, San Francisco, California.

Paper Presentation (2006) Nomadism, Difference, and Drug Treatment: From 'Confined' Spaces to Places of 'Becoming'. In Geographies of Addiction: Mapping Terrains of Temptation and Treatment Session, *Annual Meeting for the American Association of Geographers*, Chicago, Illinois.

Organizer (2006) Geographies of Media I: Cinema, *Annual Meeting for the American Association of Geographers*, Chicago, Illinois.

Organizer (Spring 2006) Geographies of Media II: Media and Society, *Annual Meeting for the American Association of Geographers*, Chicago, Illinois.

Chair (2006) Geographies of Media III: Media Spatialities, *Annual Meeting for the American Association of Geographers*, Chicago, Illinois.

Paper Presentation (2005) Places of Tourism, Cultural Commodification and Skagway Alaska: A Critical Approach, in Economic Turn Session, *Annual Meeting for the American Association of Geographers*, Denver, Colorado.

Paper Presentation (2004) Localizing the “Last Frontier”: Cultural Brokering and Touristic Practices in Skagway, Alaska, In Alaska Session, *Annual Meeting for the American Pacific Coast Geographers*, San Luis Obispo, California.

Paper Presentation (2003) Contested Audiences, Trust, and the Nature of Representation within an Applied Constructivist Paradigm: Skagway Alaska, *Annual Meeting for the Society for Applied Anthropology*, Portland, Oregon.

Paper Presentation (2003) Skagway, Tourism, and Cultural Commodification: ‘A History Without Guarantees’, *The 23rd Annual James C. Young Conference*, UC Riverside – Riverside, California.

Invited Presentations and Lectures

San Diego State University (2009-2010) United States Geography, 2 semesters Title: *Globalization and the Last Frontier: Lessons from Southeastern Alaska*.

Consulting Projects

Pueblo of Zuni Tribal Climate Adaptation Plan. Location: Pueblo of Zuni, New Mexico (2019 – present). Contact: Zuni Cultural Resources Enterprise and the Bureau of Indian Affairs. Role: Project Manager/Senior Ethnographer. Under contract with the Zuni Cultural Resources Enterprise, CGC is currently conducting series of workshops, western science and traditional knowledge vulnerability and resiliency assessments, and capacity building and planning activities in collaboration with representatives and stakeholders associated with the Pueblo of Zuni in New Mexico. Finding from this initiative will assist the Zuni tribe in developing a culturally appropriate strategic climate adaptation plan to help them address various climate change impacts and vulnerabilities.

Rincon Band of Luiseño Indians – Tribal Historic Preservation Office On-Call Services. Location: San Diego, California. (2019 – present). Contact: Rincon Band of Luiseño Indians. Role: Project Manager. Under contract with the Rincon Band of Luiseño Indians, CGC is currently providing various capacity building services in order to help develop and implement the THPO program.

Tómqav Ethnographic Study and NRHP Form. Location: San Diego, California (2018 – present). Contact: Luiseño Cultural Resources Advisory Group. Role: Project Manager/Senior Ethnographer. Under contract from the Luiseño Cultural Resources Advisory Group, CGC is currently conducting an ethnographic study in collaboration with five affiliated Luiseño bands documenting various cultural associations to the Tomásqav landform and traditional cultural landscape. Findings from this study will be used to develop and submit a formal NRHP nomination.

San Pasqual Band of Mission Indians – Tribal Historic Preservation Office On-Call Services. Location: San Diego, California. (2018 – present). Contact: San Pasqual Band of Mission Indians. Role: Project Manager. Under contract with the San Pasqual Band of Mission Indians, CGC is currently providing various capacity building services in order to help develop and implement the SPBMI THPO program.

Pala Band of Mission Indians - Tribal Monitoring Program Development. Location: San Diego, California (2018 - present). Contact: Pala Band of Mission Indians. Role: QAQC Reviewer. Under contract with the

Pala Band of Mission Indians, CGC is currently providing various capacity building services in order to help develop and implement the THPO tribal monitoring program.

Confidential Tribal Client in the Pacific Northwest region, Ethnographic Services (2018 – present). Role: Project Manager and Senior Ethnographer.

Hoh River Watershed Traditional Cultural Landscape Study. Location: Hoh, Washington (2018 – 2019). Contact: Hoh Indian Tribe and Federal Highway Administration (FHWA). Role: Project Manager/Senior Ethnographer. Under contract with the Western Federal Lands Highway Division (WFLHD) of the Federal Highway Administration (FHWA), CGC conducted a Traditional Cultural Landscape study in collaboration with the Hoh Tribe to document the extent of the Hoh Watershed TCL, its ongoing religious and cultural significance and its contributing elements and to evaluate the TCL and any other identified and other identified and associated TCPs for NRHP eligibility. Findings from this study were compiled into a draft final report and used to assist in Section 106 compliance and consultation processes.

Ballast Island Traditional Cultural Property Study and National Register of Historic Places Nomination. Location: Seattle, Washington (2017 – 2019). Role: Project Manager and Senior Ethnographer. Under contract with the Washington State – Department of Transportation and HMM, CGC is currently conducting a Traditional Cultural Property study in collaboration with the Muckleshoot Indian Tribe, Tulalip Tribes of Washington, Snoqualmie Tribe, Suquamish Tribe, and Stillaguamish Tribe to document the Native American traditional use and association of Ballast Island and submit a NRHP nomination.

Pala Band of Mission Indians – National Park Service 2018 Underrepresented Communities Grant – Pala Band of Mission Indians Blacktooth House and Chokla NRHP Study. Location: San Diego, California (2018). Role Project Manager and Senior Ethnographer. Under contract with the Pala Band of Mission Indians, CGC conducted an ethnohistoric, ethnographic, historic structure, and cultural geographic study on the Blacktooth House and Chokla in collaboration with the Pala Band of Mission Indians and other affiliated Luiseno Tribes to document the Native American traditional use and association to these two places and submit an NRHP nomination.

Jim Creek Traditional Cultural Landscape Study. Location: Stillaguamish, Washington (2018). Role: Project Manager/Senior Ethnographer. Under contract with the Stillaguamish Tribe, CGC assisted the Stillaguamish Tribal Historic Preservation Officer and Cultural Resources Department staff with the development and implementation of an ethnographic study research design to document the Mount Higgins TCL and in drafting a National Register evaluation. Findings from this study will be used to submit a National Register nomination.

Confidential Tribal Client in the Pacific Northwest Region, Ethnographic Services (2017 – present). Role: Project Manager and Senior Ethnographer.

Mount Higgins Traditional Cultural Landscape Documentation and National Register Evaluation. Location: Stillaguamish, Washington (2017 – 2018). Role: Senior Ethnography/Cultural Geographer. Under contract with the Stillaguamish Tribe, CGC assisted the Stillaguamish Tribal Historic Preservation Officer and Cultural Resources Department staff with the development and implementation of an ethnographic study research design to document the Mount Higgins TCL and in drafting a National Register evaluation. Findings from this study will be used to submit a National Register nomination.

Navajo Generating Station and Kayenta Mine Complex Pueblo of Zuni Traditional Cultural Property and Traditional Cultural Landscape Inventory. Location: Arizona, Utah, and Nevada (2016 – 2017). Role: Project Manager and Senior Ethnographer. Under a contract with ZCRE, and in collaboration with Salt River Project, Bureau of Reclamation, Peabody Energy, and the Pueblo of Zuni and Zuni Cultural Resources Advisory Team (ZCRAT), CGC conducted an inventory of Zuni Traditional Cultural Landscapes (TCLs) and Traditional Cultural Properties (TCPs) associated with the Navajo Generating Station and proposed Kayenta Mine Complex and association facilities and transmission lines. This TCL/TCP inventory is being completed to assist Reclamation be in compliance with the historic property and cultural resources

mandates of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA). Responsibilities included development of ethnohistoric and ethnographic methodology and research design, managing ethnohistoric and ethnographic research staff, conducting ethnohistoric and ethnographic research, and co-authoring final report.

West Cajalco / Pechanga Band of Luiseño Indians Traditional Cultural Landscape Inventory and Assessment. Location Riverside, California (2016 – 2017). Role: Senior Ethnographer. In collaboration with the Pechanga Band of Luiseño Indians, U.S. Army Corps of Engineers, California State Historic Preservation Office, CGC conducted an ethnographic investigation on a Traditional Cultural Landscape associated with the Pechanga Band of Luiseño Indians. As part of this project, CGC staff coordinated with the Pechanga Tribal Historic Preservation Office and several religious leaders and traditional practitioners to document Pechanga cultural association and traditional use of the Project area. This TCL assessment was completed to assist the USACE be in compliance with the historic property and cultural resources mandates of the National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA). Responsibilities included development of ethnohistoric and ethnographic methodology and research design, conducting ethnohistoric and ethnographic research, and co-authoring final report.

Kayenta Mine Complex Navajo Traditional Cultural Property and Traditional Cultural Landscape Inventory. Location: Kayenta, Arizona (2014 – 2016). Role: Project Manager and Senior Ethnographer. In collaboration with the Salt River Project, Bureau of Reclamation, Peabody Energy, and Navajo Nation, current CGC staff conducted an inventory of Navajo Traditional Cultural Properties and Traditional Cultural Landscapes within the Kayenta Mine Complex lease area. As part of this project, CGC staff coordinated with the Navajo Nation Heritage and Historic Preservation Department (NNHHPD) and Northern Arizona University to develop and integrate a TCP and TCL training program for the purposes of capacity-building and professional cultural resources management development for the Navajo Nation. Inventory highlights included: (1) assisting Reclamation achieve compliance with the historic property and cultural resources mandates of the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), and the Navajo Nation Cultural Resources Protection Act (CRPA; CMY-19-88); (2) organizing and facilitating project meetings with Reclamation, SRP, PWCC, Navajo Nation Natural Resources Division and Historic Preservation Department, and Navajo Nation THPO; (3) organizing and conducting community outreach and public meetings with 75 tribal representatives from Navajo Nation chapter houses and medicine people associations; (4) conducting site visits, ethnographic interviews, and surveys and evaluations of TCPs and TCLs within KMC lease area with Navajo representatives; (5) providing Reclamation, PWCC, and SRP with a comprehensive document to support proper management of identified Navajo TCPs and TCLs associated with the KMC area and its facilities; and (6) enhancing the internal TCP and TCL identification and evaluation capacities of the NNHHPD through integrated training programs and professional cultural resources management development. Role: Project Manager. Responsibilities included development of ethnohistoric and ethnographic methodology and research design, managing ethnohistoric and ethnographic research staff, conducting ethnohistoric and ethnographic research, and co-authoring final report.

Subsistence Impact Assessment and Traditional Ecological Knowledge (TEK) Study of Colville River Delta – North Slope, Alaska (2013 - 2015). Role: Project Manager. HDR, under contract with Repsol, consulted with representatives from the Native Village of Nuiqsut and other villages with historical and cultural associations to the Colville River Delta region to gather TEK and evaluate the potential impacts that may result from proposed Project activities and alternatives on subsistence resources, harvesting areas/locations, and overlapping cultural practices, values, and beliefs. Information from this study was used to help guide NEPA subsistence impact assessments and analysis. Responsibilities included development of ethnohistoric and ethnographic methodology and research design, managing ethnohistoric and ethnographic research staff, conducting ethnohistoric and ethnographic research, and co-authoring final report.

Traditional Cultural Property (TCP) Inventory of Colville River Delta – North Slope, Alaska (2013). HDR, under contract with Repsol, consulted with the Native Village of Nuiqsut and other Alaska Native villages with historical and cultural associations to the Colville River Delta region, to identify and document TCPs within the Project Area. Information from this study was used to make NRHP eligibility recommendations and evaluate the potential impacts on TCPs that may result from proposed Project activities and alternatives and help guide NEPA and NHPA cultural resource impact assessments and analyses. Role: Project Manager. Responsibilities includes development of ethnohistoric and ethnographic methodology and research design, managing ethnohistoric and ethnographic research staff, conducting ethnohistoric and ethnographic research, and co-authoring final report.

Qugruk Conceptualization Study, Repsol (2013). Role: Senior Ethnographer. Conducted ethnographic and ethnohistoric literature review/data gap analysis on subsistence resources and activities in Project area. Based on available literature and reports, data gaps related to GIS information and maps, Traditional Ecological Knowledge (TEK), cultural affiliation to the project area, and the impacts of contaminants in subsistence foods and community health and wellbeing were identified. Data gaps were also contextualized in relevant and applicable regulations, including NEPA and ANILCA.

Building Healthier Communities and Pathways to Higher Education with Native American Youth, San Diego, Ca (2013). In collaboration with HDR Foundation, SDSU Foundation, SDSU Department of Geography and Native American Studies, and Center for the Interdisciplinary Studies of Youth and Space, this project exposes Native American students in the San Diego area to educational and career-building activities that intersect traditional Native American cultural practices and preservation values with higher education opportunities. This project specifically will assist three to four San Diego-area Native American youth in developing their own leadership capacities by linking them to leaders in their communities. At the same time, youth will meet with academic mentors over the course of a year to investigate and prepare for different courses of study in an institution of higher education that can aid them in addressing critical social, environmental, and/or economic issues within their communities.

Pechanga Band of Luiseño Indians Traditional Cultural Property, San Diego, CA. (2013). In consultation with the CBP, Pechanga Band of Luiseno Indians, and CA SHPO, performed Section 110 documentation on a traditional cultural property off of CA Interstate 15. Responsibilities include development of ethnohistoric and ethnographic methodology and research design, managing ethnohistoric and ethnographic research staff, conducting ethnohistoric and ethnographic research, and co-authoring final report.

UNESCO Nomination and FSM Strategic Sustainable Tourism Plan, Kosrae, FSM (2012-2013). Role: Senior Ethnographer and Outreach Specialist. In collaboration with KnowledgeWell and North Carolina Business School, this project consists of conducting anthropological research on the Lelu and Nun Madu Ruins on Kosrae and Pohnpei, submitting an application for the Lelu and Nun Madu ruins to be nominated to UNESCO's World Heritage List, and developing a Strategic Sustainable Tourism Plan for the Federated States of Micronesia. Responsibilities include, serving as the cultural heritage tourism and community development/outreach expert for the Knowledge Well research team and co-authoring FSM Strategic Sustainable Tourism Plan and UNESCO Nomination forms.

Properties of Traditional Religious and Cultural Importance Inventory Fort Wingate Depot Activity, Gallup, New Mexico, (2011-2012). In consultation with the Fort Wingate Depot Activity (FWDA) cultural resource manager, NM SHPO, and Pueblo of Zuni and Navajo Nation THPOs and representatives, this ethnohistoric and ethnographic investigation identifies and evaluates Properties of Traditional Religious and Cultural Importance and Ethnographic Landscapes on Fort Wingate Depot for National Register eligibility. Responsibilities include development of ethnohistoric and ethnographic methodology and research design, managing ethnohistoric and ethnographic research staff, overseeing budget and subcontractor, conducting ethnohistoric and ethnographic research, and co-authoring final report.

Multiple Tribal Affiliation Traditional Cultural Property and *Ethnographic Investigation at Camp Guernsey's Gray Rocks Ranch, South Training Area, and Smith Ranch, Guernsey, Washington, (2011-2012)*. Role: Project Manager. In consultation with the Wyoming National Guard's Cultural Resource Director and 33 American Indian tribal representatives, this ethnohistoric and ethnographic investigation identified and evaluated Traditional Cultural Properties and Ethnographic Landscapes located within WYRANG facility for National Register eligibility. Responsibilities included development of ethnohistoric and ethnographic methodology and research design, overseeing ethnohistoric and ethnographic research activities and staff, and co-authoring final report.

John W. Keys III Pump-Generating Plant Modernization Project: Traditional Cultural Property – Finding of Effects Study, Coulee Washington, (2011). Role: Project Manager and Senior Ethnographer. In consultation with the Bureau of Reclamation – Grand Coulee Dam Cultural Resource Manager and Confederated Tribes of Colville Reservation, this ethnohistoric and ethnographic investigation identified and determined effects on Traditional Cultural Properties located within Visual APE of modernization project. Responsibilities included development of research design, conducting ethnohistoric research and authoring final report.

Deepwater Horizon Oil Spill MC 252 Incident and Response: Traditional Cultural Property and Cultural Landscape Inventory Study, Gulf Coast US (2010 – 2013). Role: Project Manager and Senior Ethnographer. In consultation with multiple federal and state agencies, SHPOs, THPOs, and a combined total of over a hundred ethnic, tribal, and fishing communities, this study established baseline ethnohistoric and ethnographic data as well as identified Traditional Cultural Properties located along the coastal areas within the APE of Louisiana, Mississippi, Alabama and panhandle of Florida. This project is considered to be the largest TCP study ever conducted in the United States. Responsibilities include developing research design, data management strategies, data sharing and informed consent processes, participating in Trustee and Community Stakeholder meetings, as well as managing a staff of 15 ethnographers, overseeing project budget, conducting ethnohistoric and ethnographic research, and co-authoring final report.

Center for Interdisciplinary Studies of Youth and Space (ISYS), San Diego CA (2008 – 2010). Role: Project Advisor and Researcher. Responsibilities include student advising, project development, grant writing, project management, conference and public presentations, academic and policy based publications related to the following projects:

- Little Italy Neighborhood Project (2010).
- Qualitative Assessment of School Climate and Prevention Environment in Schools (2010).
- Qualitative Methods and Independent Child Migrants Project (2009).
- Mapping North American Youth Cultures (2008).

NPC Research Inc, Portland OR (2005 – 2006). Role: Qualitative Researcher. Conducted longitudinal qualitative research with hundreds of San Diego families participating in Family Treatment Drug Court Programs. Specific focus of research was to evaluate quality and access to care, family and institutional relations, foster care drift and recidivism. Job responsibilities included participant recruitment, tracking research participants, conducting survey, semi-structured, and open-ended interviews, data management and analysis, project management, including supervisory roles.

Klondike Gold Rush National Historic Park (KGRNHP), Skagway AK (2001 – 2002). Role: Volunteer Ethnographer. Conducted ethnographic research with Tlingit and Alaskan communities of Southeast Alaska documenting their historical ties and contemporary relations with the Curio Trade and Alaskan tourism industry. As part of this research, Dr. Moreno assisted with Native Alaskan and community consultation programs to assess tribal concerns, conducted oral histories and ethnographic interviews, performed participant observation and other visual and geographical documentation of traditional use and tourism related sites/activities.

Professional Affiliations: Academic

American Anthropological Association

International Association of Impact Assessment

Association of American Geographers

The Society for Applied Anthropology

Association of Pacific Coast Geographers

Professional Associations: Federal and State AgenciesAdvisory Council on Historic Preservation
(ACHP)Kosrae State Historic Preservation Office
(KSHPO)Alabama State Historic Preservation Office
(ALSHPO)Louisiana State Historic Preservation Office
(LASHPO)Bureau of Ocean and Energy Management
(BOEM)Mississippi State Historic Preservation Office
(MSSHPO)California State Historic Preservation Office
(CASHPO)

National Preservation Institute (NPI)

Department of Defense (DoD) – U.S. Army,
Wyoming Army National Guard (WYARNG),
New Mexico Army National Guard (NMARNG)New Mexico State Historic Preservation Office
(NMSHPO)Department of Homeland Security (DHS) – U.S.
Customs and Border Protection (CBP)Pacific Northwest Tribal Climate Change
NetworkDepartment of Interior (DOI) – National Park
Service (NPS) and Bureau of Reclamation
(BOR)

Seattle City Light

Department of Transportation – State of
Washington and Federal Highway
Administration

U.S. Army Corps of Engineers (USACE)

Federated States of Micronesia

Washington State Historic Preservation Office
(WASHPO)Florida State Historic Preservation Office
(FLSHPO)Washington State Office of Minority & Women's
Business EnterprisesWyoming State Historic Preservation Office
(WYSHPO)**Professional Associations: Private Industry**

British Petroleum

Repsol

CV Communities

Salt River Project

Minnesota Power

Statoil

Peabody Energy

Professional Associations: Academic InstitutionsHumboldt State University – Department of
AnthropologyNorthern Arizona University – Department of
Applied Indigenous Studies

Northern Arizona University – Native American Cultural Center

University of Washington – Department of Anthropology

San Diego State University – Department of Anthropology

University of Washington – Department of Geography

San Diego State University – Department of Geography

University of California, Santa Barbara, Department of Geography

San Diego State University – American Indian Studies

Professional Associations: Federally Recognized American Indian Tribes

Confederated Tribes of Grand Ronde

Rincon Band of Luiseño Indians

Hoh Indian Tribe

San Luis Rey Band of Mission Indians

Muckleshoot Indian Tribe

San Pasqual Band of Mission Indians

Muscogee Creek Nation of Oklahoma

Snoqualmie Tribe

Native Village of Nuiqsut

Stillaguamish Tribe of Indians

Navajo Nation

The Suquamish Tribe

Pala Band of Mission Indians

Tlingit Tribe

Pechanga Band of Luiseño Indians

Tulalip Tribes of Washington

Pueblo of Zuni

Volunteerism

Knowledgewell, Ethnographer and Project Advisor (2012 – present)

SDSU Applied Anthropology Speaker Series, SDSU (2001) Co-Organizer.

American Pacific Coast Geographers Annual Conference (APCG), San Diego, California (2009) Promotions and Marketing Coordinator.

HSU Anthropology Ethnographic Video Project “Alternative Forms of Technology, Family, Religion, and Nature: A Straw Bale House” Arcata, Ca (1999) Co-Producer and Director.

SDSU and San Diego – Orange County Community College Geography Faculty Meeting (2008) Co-Organizer.

HSU Anthropology Tenure Track Search Committee (1998 – 1999) Student Representative.

Sleepless in San Diego, California, Rescue Mission and Homelessness in San Diego Retreat. (2007) Attendee.

HSU Refugee Extension Program (1998) Educational Tutor – Youth Mentor.

SDSU Jews and Palestinian Dialogue Documentary Film Project (2004) Qualitative Interview Transcriber.

HSU Anthropological Society, HSU (1997 – 1999) Vice President.

SDSU Association of Anthropology Students (2001 – 2003) Head of Fundraising.

SDSU Anthropology Student Life Newsletter (2002) Co-Editor.

From: noreply@civicplus.com
To: [City Admin](#)
Subject: Online Form Submittal: City Advisory Group Application
Date: Wednesday, May 6, 2020 3:17:50 PM

City Advisory Group Application

Step 1

Please complete the form below if you are interested in serving on a committee or commission. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

Applicant Name	David Peterson
Email	
Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Self
Current Position	Owner, David Peterson Historic Resource Consulting
I am interested in serving on one of the following City advisory groups (select all that apply):	Historic Preservation Commission
Experience & Qualifications	
Have you served on any City advisory groups in the past?	No
If so, please indicate which groups:	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills,	Please see attached resume and project list. My education was an M.Arch. at the UW, in the Historic Preservation Program. Since 2007, I have worked (almost entirely in Seattle) as a

activities, training, education) if any:

preservation planning consultant, preparing landmark nominations, or SEPA assessment reports for property owners. I do not work as a preservation architect. I moved to Bainbridge two years ago, so am relatively new to the island and its historic preservation program and would have a bit of a learning curve in that respect.

Please share your community interests (groups, committees, organizations) if any:

Please see attached resume.

Feel free to attach your resume (optional):

Type the Year

2020

How did you hear about the volunteer opportunity?

Social Media

Other

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

PROFESSIONAL EXPERIENCE

- David Peterson historic resource consulting, principal, Seattle, Washington 2017 - present
Sole proprietorship offering historic surveys and assessments, landmark nominations, and preservation planning.
- Nicholson Kovalchick Architects, project manager & principal, Seattle, Washington 2004 - 2017
30 member collaborative office; projects include urban infill mixed-use buildings, with an emphasis on sustainable and green design. Project manager on small and medium-sized multifamily and resort projects; involved in all project phases. Key staff person in charge of historic resources since 2007; researched, prepared, and presented city historic landmark nominations, and prepared historic resource reports, inventories, and consultations as part of clients' master planning. After 2015, principal in charge of historic resource projects.
- Cardwell Architects, project team member, Seattle, Washington 2003 – 2004
Part of a four-person team on the renovation of the historic Washington State Senate's Cherberg Office Building, part of the capitol complex in Olympia.
- Driscoll Architects, project manager, Seattle, Washington 2000 - 2003
Intern architect and project manager in a 15-20 member firm specializing in large urban mixed-use buildings.
- UW Department of Architecture, adjunct lecturer, Seattle, Washington 1996 - 1999
Adjunct Lecturer, teaching a large auditorium lecture-format survey history course for non-majors.

EDUCATION

- University of Washington, Seattle, Washington
Master of Architecture 1996
Certificate in Historic Preservation 1996
University of Washington Rome Program, Rome, Italy 1993
- Rhodes College, Memphis, Tennessee
Bachelor of Arts in International Relations 1987

MEMBERSHIPS

- DoCoMoMo_WeWa
Historic Seattle, member
Society of Architectural Historians, member
Society of Architectural Historians, Marion Dean Ross PNW Chapter, Secretary (2006 - 2007)
Washington Courts Historical Society, Board Member (2019 - present)
Washington Trust for Historic Preservation, member

SEATTLE HISTORIC LANDMARK NOMINATIONS

2019

Benjamin S. Anderson House (1901)
Albert W. Bash House (1908)
Canterbury Court Apartments (Henry H. Hodgson, 1929)
Avon / Capitol Crest Apartments (William P. White, 1905)
[in collaboration with BOLA Architecture + Planning]
Three healthcare facility properties (1920s – 1980s)
Charlesgate Apartments (Edward T. Osborn, 1922)

Location

University District
University District
University District

Capitol Hill
First Hill
Belltown

2018

100 Roy Apartments (Fred J. Rogers, 1949)
Williams & Co. Potato Chip Factory (George Wellington Stoddard, 1932)
Donahoe Building / Bergman Luggage (Charles Lyman Haynes, 1921)
Pryde/Mariner Building (Philip C. Sawers, 1971)

Lower Queen Anne
Interbay/Smith Cove
Downtown
South Lake Union

2017

H & K Foods (Benjamin Woo, 1958)
Bonney-Watson Funeral Home (Bain & Overturf, 1961-62)
820 John Street (Kenneth St. Clair Ripley, 1954)
Rhodes Brothers/Heiden Building/1929 3rd Avenue (Victor Voorhees, 1921)
Highland Apartments (Stuart & Wheatley, 1924)

Beacon Hill
Capitol Hill
S. Lake Union
Downtown/Belltown
Capitol Hill

2016

Stores for Henry Schuett / Mama's Mexican Kitchen (George W. Stoddard, 1924)
Seven Gables Theater (Eric C. Rising, 1925)
J. W. Kobi Cosmetics / West Coast Printing (Schack, Young & Myers, 1923)
Rodgers Tile Company (1917, 1927)

Belltown
Univ. District
Central District
S. Lake Union

2015

Wayne Apartments (c.1890; Charles Haynes, 1911)
Maritime Building (E.W. Houghton, 1909-10)

Belltown
Downtown

2014

Kelly-Springfield Motor Truck Co. / Value Village / REI (Julian Everett, 1916)
Ames Building (Charles H. Bebb, 1914)
Standard Furniture / Broadacres Building (A. W. Gould, 1908; Arnold Gangnes, 1956)
Henry R. Wold Building (Victor Voorhees, 1924, 1930)
Wiggen & Sons Funeral Home (Ayer & Lamping, 1945; Edward Mahlum, 1961)
Eberharter Garage / Antique Liquidators (Beezer Brothers, 1919)

Capitol Hill
Downtown
Downtown
S. Lake Union
Ballard
S. Lake Union

2013

Greyhound Bus Terminal (1927, 1962)	Downtown
Great Western Motors Building (Victor Voorhees, 1920)	Capitol Hill
Holland Dental Clinic (Paul Kirk, 1952)	West Seattle
Woodland Park Zoo Pony Barn (A.V. Peterson, 1948)	Phinney Ridge
Herzl School / Odessa Brown Clinic (Edward Cushman, 1956)	Central District
Pioneer Sand & Gravel / City People’s Hardware (Austin Company, 1927)	S. Lake Union
Seattle School District Warehouse (John Maloney, Jack Christiansen, 1956)	S. Lake Union
Ainsworth & Dunn Warehouse / Old Spaghetti Factory (Stephen Jennings, 1902)	Belltown/Regrade
McGilvra Elementary School (Edgar Blair, 1913)	Madison Park

2012

777 Thomas garage (George W. Stoddard, 1931)	S. Lake Union
Offices of J. Lister Holmes (Holmes, McClure & Adkison, 1954)	S. Lake Union
Melrose Building / Bauhaus Coffee (John Creutzer, 1915)	Capitol Hill
Pinevue Apartment Hotel / Timken Building (Harry James, 1917)	Capitol Hill

2011

11 th Avenue E. house (1900)	Capitol Hill
Weatherford Antiques (1902; Elizabeth Ayer & Assoc., 1946)	Capitol Hill

2010

John Lund House (1904)	Univ. District
University District Advent Christian Church (1905)	Univ. District

2009

Kenney Seaview Building (Graham & Myers, 1907; Durham, Anderson & Freed, 1959-60)	West Seattle
Kenney Sunrise Building (Durham, Anderson & Freed, 1958-63)	West Seattle
Pacific Science Center (Yamasaki & Associates, NBBJ, 1959-62)	Seattle Center

2008

B & O Espresso (1924)	Capitol Hill
Sunset Bowl (Decker Christenson & Kitchin, Alfred Croonquist, 1956)	Ballard

2007

Charlestown Apartments (W.H. Whiteley, 1927)	West Seattle
--	--------------

HISTORIC RESOURCE REPORTS

All locations in Seattle, Washington, unless noted otherwise.

2019

S. Lane Street house in the International Special Review District (1890)	Chinatown/ID
Boat Street marina (1927-52)	University District
NW Market Street light industrial buildings (1940s-1950s)	Ballard
Masonic Home (1927)	Des Moines, WA

2018

Patrick J. Sullivan House (1898)	Capitol Hill
Northgate Mall (John Graham Jr., 1948-50)	Northgate
Tenth Avenue South Hill Craftsman house (1908)	Spokane, WA

2017

Capitol Hill Garage (Bebb & Mendel, 1909)	Capitol Hill
Rhodes Brothers/Heiden Building (Victor Voorhees, 1920)	Belltown/Regrade

2015

Grand Central Garage (James H. Schack, 1919-20)	Downtown
---	----------

2014

White Motor Company (Julian F. Everett, 1918)	Capitol Hill
---	--------------

2012

Davis & Hoffman Building service garage (1915)	Capitol Hill
Phil Smart Mercedes Benz buildings (1909-1958)	Capitol Hill

2011

Tex's Tavern / The Funhouse (1924)	Queen Anne
------------------------------------	------------

2008

The Sorrento Hotel (Harlan Thomas, 1908)	First Hill
--	------------

HISTORIC RESEARCH, ASSESSMENTS, AND SEPA APPENDIX A REPORTS

All locations in Seattle, Washington, unless noted otherwise.

2019

Eleven 12 th Avenue NE & Brooklyn Avenue houses and apartment buildings (1901-1961)	University District
Rainier Avenue S. apartment building (William S. Kelton, 1958)	Brighton
Two Broadway Avenue E. houses (1911-1921)	Capitol Hill
Four Dexter & Highland houses and one light industrial building (1906-46)	Queen Anne
Queen Anne Avenue N. commercial building (R. L. Robertson, Henry Bittman, 1919)	Lower Queen Anne
Queen Anne Avenue N. apartment building (James Schack, 1913)	Lower Queen Anne
University of Washington, Northwest Hospital D-Wing Building (E. L. Mills, 1966)	Northgate
NW 57 th Street house (1905)	Ballard
N. 50 th Street house (1936)	Wallingford
E. Union Street house (1900), vertical plank construction investigation	Central District
Crest Home Sanitarium/Greenwood Park Care Center (1954 – 1987)	Broadview

2018

Showbox Theater (H. Buchinger, 1916; Bjarne Moe, 1939)	Downtown
Two Woodlawn Avenue N. houses (1940s)	Licton Springs
One Roosevelt Avenue NE house/hybrid commercial building (1908)	Roosevelt
100 Roy Apartments (Fred J. Rogers, 1949)	Lower Queen Anne
Three houses at Harvard Avenue & Denny Way (1902-03)	Capitol Hill
House and former garage on Martin Luther King Jr. Way S. (1925-28)	Hillman City
Walker Chapel African Methodist Episcopal Church (Leon Bridges, 1971)	Central District
NW 65 th Street triplex (1955)	Ballard
Garage, stores, and warehouse/factory at 12 th Avenue & Yesler Way (1926-49)	Central District
Belmont Avenue E. house (1908)	Capitol Hill
Two California Avenue/Alaska Junction stores (1939-1956)	West Seattle
Greenwood Avenue house/professional building (1906)	Phinney Ridge
Bellevue Avenue N. foursquare house (1906)	Capitol Hill

2017

W. Plymouth Street house (1950)	Magnolia
5 th Avenue N. house (1932)	Queen Anne
Two 20 th Avenue houses (1900s)	Central District
West Seattle Laundry (E. H. Loe, 1914)	West Seattle
Two NE 66 th Street houses (1910s-30s)	Roosevelt
NE 51 st Street / Tosh Road poultry barn (1928)	Redmond, WA
NE 36 th Street farm house (1912)	Redmond, WA
NW 85 th Street house/commercial hybrid (1906, 1949)	Greenwood
Luther Memorial Lutheran Church complex, historic mitigation (Steinhart, Theriault & Anderson, 1957; Grant, Copeland & Chervenak 1962)	Broadview
NW 60 th Street house (1902)	Ballard
Humes Place house (1918-1947)	Queen Anne
NW Leary Way automobile service garage (1928)	Ballard
Three Aurora Avenue N. houses (1910s-1940s)	Fremont

12 th Avenue house (1904)	First Hill
8 th Avenue NE house (1950)	Univ. District
2016	
First Lutheran Church of West Seattle, and school (Lamping Ayer & Lockman, 1949; Durham Anderson & Freed, 1956)	West Seattle
Two 2 nd Avenue NE houses (1910s-20s)	Wallingford
29 th Avenue W. house (1943)	Magnolia
W. Etruria Street duplex (1913)	Queen Anne
S. Jackson Street garage (1948)	Central District
Arbora Court Apartments, historic mitigation	Univ. District
13 th Avenue house (1910)	Capitol Hill
Fremont Avenue N. apartments (1930)	Fremont
N. 105 th Street house (1938)	Northgate
N. 92 nd Street house (1916)	Northgate
Two S. Homer houses (1900s-20s)	Georgetown
10 th Avenue E. house (1910)	Capitol Hill
Three 21 st Avenue W. houses (1910s-50s)	Delridge
East Spruce Street bungalow court apartments (1924)	Central District
St. Thomas Seminary/Bastyr University complex (John Maloney, 1958)	King County, WA
12 th Avenue N. house (1902)	Capitol Hill
25 th Avenue S. house (1915)	Central District
2015	
5 th Avenue N. house (1942)	Queen Anne
Gorman Auto Repair (1945)	Magnolia
13 th Avenue W. house (1919)	Magnolia
Mack Truck Assembly Plant (Henry Bittman, 1922)	S. Lake Union
Friends (Quakers) Memorial Church complex (Ayer & Lamping, 1949-53; D.H. Lindgren, 1964)	Wedgwood
Dempsey's Food Mart / NE Seattle Tool Library (c.1910)	Wedgwood
Five residential-commercial buildings at 45 th Street & Woodlawn Ave. (1900s-20s)	Wallingford
Ballard Dental Arts (Shavey & Schmidt, 1974)	Ballard
Assay Office / German House (1886)	First Hill
S. Hudson Street house/commercial building (1907)	Columbia City
Pacific Mutual Life Insurance / Car Toys (John Graham & Co., 1957)	Belltown
Two houses at NE 65 th Street & 14 th Avenue NE (1910s-30s)	Roosevelt
Four houses at 19 th Avenue & Madison Avenue (1900s)	Central District
Queen Anne Avenue N. commercial building (John O'Brien, 1957)	Queen Anne
Avalon Way SW house/duplex (1944-63)	West Seattle
Roosevelt Avenue NE house/commercial building (1919, 1964)	Roosevelt
NW 65 th Street duplex (1952-56)	Ballard
Former garage / Morningside Academy (1923; 1946)	S. Lake Union
Two NW 64 th Street houses (1900s)	Ballard
9 th Avenue W. house (1949)	Queen Anne
Six houses at 12 th Avenue & E. Spruce Street (1900s)	Squire Park

2014

Two 9 th Avenue commercial buildings (1910s-30s)	S. Lake Union
Rex Land Building (Charles Lyman Haynes, 1928)	S. Lake Union
Seattle Steam Company Post Street plant (Stone & Webster, 1902)	Pioneer Square
15 th Avenue NW house-commercial hybrid building (1944, 1952)	Ballard
1 st Avenue W. office building (Carlson Eley Grevstad, 1962)	Lower Queen Anne
Commercial Body Company / Philco (1919; Bain, Overturf & Turner, 1947)	S. Lake Union
JAFCO / Guitar Center (Bittman & Sanders, 1963)	S. Lake Union
Koenig Candy Company / American National Insurance (1920, 1968)	S. Lake Union
Boren Avenue N. warehouse (1951)	S. Lake Union
Two S. Orcas Street houses (1940s)	Georgetown
Two 11 th Avenue E. houses (1905)	Capitol Hill
Addressograph-Multigraph Building (Bittman, Adams & Sanders, 1954)	S. Lake Union
Roscoe Manufacturing Company addition (1946)	S. Lake Union
Interlocking Tile Corporation (1947)	S. Lake Union
Two 15 th Avenue NE houses (1910s-30s)	Univ. District
Former Fremont Tabernacle Hall / Lakeview Building (1951)	Fremont
Washington Irving Apartments and garage (Willis E. Dwyer, 1923, 1924)	Capitol Hill
Franklin Avenue house (1907)	Eastlake
Three houses at 12 th Avenue & John Street (1900s)	Capitol Hill
Woodlawn Avenue NE house (1915)	Green Lake
Olympic Garage / Central Honda on Olive (1919, 1937)	Downtown
Safeway / Central Honda on Boren (Simonson & Putnam, 1950)	Downtown
Howell Street commercial building (1923)	Downtown
Two Linden Avenue N. houses (1900, 1902)	Fremont

2013

Hospital Central Services / Langendorf Bakery (1916, 1930)	Squire Park
Seattle Arena properties (1910s-50s)	SoDo
Hospital Annex/McGraw Cottage at Seattle Children's Home (1909)	Queen Anne
Three houses on Queen Anne (1900s-20s)	Queen Anne
Market Street house (1955)	Ballard
Three Fremont Avenue North houses (1910s-40s)	Fremont
Former Swedish Bethel Lutheran Church	Ballard
Aloha Street garden apartments (1944)	Capitol Hill
Three Girls / Hostess / Continental Baking Company (William Aitken, 1916, 1941)	S. Lake Union

2012

500 John Street office building (Nelson & Sabin, 1958)	Queen Anne
Seattle Trust & Savings Bank (Boone & Corner, 1906; Doyle & Merriam, 1922; J. Graham Sr., 1929)	Downtown
223 8 th Avenue (Harlan Smith, 1947; Samuel Morrison, 1953)	S. Lake Union
United Way Building (Doyle & Merriam, 1921)	Downtown
Georgetown Brewery (Oscar Beyer, c. 1900)	Georgetown
Fire Engine House #3 (1903)	First Hill
Neptune Theater and Building (Henderson Ryan, 1921)	Univ. District
Seven Gables Theater (Eric C. Rising, 1925)	Univ. District

Emerald Manor Apartments (1905)
Howden-Kennedy Funeral Home (1941)

Capitol Hill
West Seattle

2011

Fashioncraft Building / Recovery Cafe (Henry Bittman, 1929)

Belltown/Regrade



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:10 PM) Proposed Changes to Process to Fill Planning Commission Vacancies - Councilmembers Carr, Hytopoulos, and Pollock,

SUMMARY: Councilmembers Carr, Hytopoulos, and Pollock will present the Joint Council and Planning Commission Land Use Committee's recommendations for filling the Planning Commission vacancy.

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:

[PC Vacancy Joint Subcommittee Recommendations.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

City Council/Planning Commission Joint Subcommittee Recommendations for Recruitment/Selection for Planning Commission Vacancy

The City Council/Planning Commission Joint Subcommittee has the following five recommendations when seeking to fill the current Planning Commission vacancy:

1. Add one additional planning commissioner and one additional councilmember to the interview panel. Recognizing the legally prescribed and procedurally critical role of the Planning Commission in the City's law and policy making process, and the particular importance of selecting well qualified candidates for this body, the subcommittee believes that in the longer term it may be worth exploring creating a broader interview panel to include members drawn from outside the Council and Planning Commission. In the meantime, the addition of another member from each body is proposed as an interim step to bring more voices to the table.
2. Have a separate announcement/advertisement for the Planning Commission. Currently, members of the public are invited to apply for all committees and commissions through a generic announcement. Given the unique character of the Planning Commission relative to other City committees and commissions (established pursuant to state statute, playing a mandatory role in legal processes), it is important the announcement/advertisement provide detail related to the role of the Planning Commission and the nature of its work. The City's existing municipal code (BIMC 2.14) provides adequate language (see below) and should be included in a separate, more detailed announcement/advertisement for the Planning Commission.
3. Extend an invitation to the chair of the Race Equity Task Force (RETF), or another member to be chosen by the taskforce, to participate in the personal interviews of Planning Commission candidates. The subcommittee recognizes that the City, working with the RETF, is developing a work plan to improve race equity throughout the City organization, including its committees and commissions. While this work is in its early stages, if the RETF feels that it would be useful to have the chair, or another member, be part of the interview panel in order to learn about and provide their perspective, on the current process, the subcommittee believes that participation would be a positive addition to the process.
4. Schedule longer interviews. Historically, interviews for Council committees have been scheduled back to back for 10 or 15 minutes each. The subcommittee agreed that this is inadequate for the Planning Commission.
5. Expand the outreach/distribution of the announcement/advertisement. The subcommittee believes that outreach will be key to increasing diversity among applicants. The new separate, more detailed announcement/advertisement for the Planning Commission vacancy should be distributed more widely, outside of usual "City channels." This may include Wake Up Bainbridge! (and other pod casts/blogs) group listservs/locations suggested by the RETF, and anticipated outreach groups for the Sustainable Transportation Plan.

Proposed language to include in announcement/advertisement:

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to

prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter [35A.63](#) RCW, there is established within the city a planning commission. The title “planning commission” is substituted for the title “planning agency” in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW [35A.63.080](#);
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC [2.16.020.S](#), including those housing design demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;
5. Review and make recommendations on preliminary short subdivisions if requested by the director;
6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;
7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;
8. Create the planning commission agenda prior to its publication in consultation with the director.

Appointments to the PC are addressed in BIMC 2.14.020.C and applicants are evaluated in light of the purpose, role, duties and responsibilities of the PC described above. As BIMC 2.14.020.C states:

The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:25 PM) Enforcement of Ordinance No. 2012-06, Regulating the Distribution of Single-Use Plastic Bags and Establishing a Pass-Through Fee for Paper Bags - Councilmember Hytopoulos,

SUMMARY: Enforcement of Ordinance No. 2012-06 regulating the distribution of single-use plastic bags was paused due to the COVID-19 pandemic. Council scheduled this time to discuss resuming enforcement of the ordinance.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: Ordinance No. 2012-06 is codified as BIMC 13.28.200. Under BIMC 13.28.200.E, a violation of BIMC 13.28.200 is designated as a Class 1 civil infraction processed as contemplated by RCW 7.80.120. Under RCW 7.80.120, the maximum penalty and the default amount for a class 1 civil infraction is \$250, not including statutory assessments.

During the COVID-19 emergency, some local retailers determined to disallow the use of reusable bags in some stores. At that time, some retailers also requested the ability to supplement paper bags with plastic bags, as the retailers were experiencing supply shortages for paper bags. At that point, the City Manager determined to suspend administrative enforcement of the City's ban on single-use plastic bags, rather than to seek Council approval to fully suspend the ban on plastic bags. The reasoning for this approach was that it would retain the underlying emphasis on environmental concerns that is indicated by the City's ban on plastic bags, while also allowing for some temporary flexibility for local retailers during the COVID-19 emergency.

ATTACHMENTS:

[Ordinance No. 2012-06 Regulating the Distribution of Single-Use Plastic Bags Approved 041112.pdf](#)

[Ordinance No. 2019-30 Update of Pass Through Fee from Retailers to Customers Requesting Bags Approved 112619.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2012-06

AN ORDINANCE of the City of Bainbridge Island, Washington, regulating the distribution of single-use plastic and biodegradable carryout bags and requiring retail establishments to collect a pass-through charge from customers requesting recyclable paper carryout bags and amending Chapter 13.28 of the Bainbridge Island Municipal Code to add a new Section 13.28.200.

WHEREAS, the Washington State Legislature in RCW 70.95.010(8)(a) established waste reduction as the first priority for the collection, handling, and management of solid waste; and

WHEREAS, the Washington State Legislature in RCW 70.95.010(4) found that it is “necessary to change manufacturing and purchasing practices and waste generation behaviors to reduce the amount of waste that becomes a governmental responsibility”; and

WHEREAS, the Washington State Legislature in RCW 70.95.010(6)(c) found that it is the responsibility of city and county governments to “assume primary responsibility for solid waste management and to develop and implement aggressive and effective waste reduction and source separation strategies;

WHEREAS, the production, use and disposal of plastic carryout bags have significant adverse impacts on the environment; and

WHEREAS, it is the City’s desire to conserve resources, reduce greenhouse gas emissions, waste, litter and marine litter and pollution and to protect the public health and welfare; and

WHEREAS, there is a need to conserve energy and natural resources and control litter, and less reliance on single-use carryout bags provided by retail establishments works toward those goals; and

WHEREAS, plastic carryout bags are made of nonrenewable resources and plastic never biodegrades and only breaks down into smaller and smaller particles which seep into soils or are carried into rivers and lakes, Puget Sound and the world’s oceans posing a threat to animal life and the natural food chain; and

WHEREAS, even though single-use paper carryout bags are made from renewable resources and are less of a litter and particularly marine litter problem than single-use plastic carryout bags, they nevertheless require significant resources to manufacture, transport and recycle or dispose of; and

WHEREAS, to prevent waste generation it is in the City’s interest to discourage the use of single-use, throw-away items of all types which can be accomplished through price signals; and

WHEREAS, to reduce the use of plastic and paper carryout bags in the City, it is necessary to regulate such use; and

WHEREAS, it is in the best interest of the health, safety and welfare of the people of the City that regulations require a pass-through charge on the use of recyclable paper carryout bags in order to encourage greater use of reusable bags, to reduce the cost of solid waste disposal by the City, and to protect the environment;

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

Section 1. A new Section 13.28.200 of the Bainbridge Island Municipal Code is hereby added to read as follows:

13.28.200 Single-use plastic and recyclable paper carryout bags

A. No retail establishment in the City shall provide a single-use plastic carryout bag to any customer.

B. No retail establishment shall provide a paper carryout bag with a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger that is not a recyclable paper bag, and retail establishments shall collect a pass-through charge of not less than five cents for each recyclable paper carryout bag provided to customers. It shall be a violation of this section for any retail establishment to pay or otherwise reimburse a customer for any portion of the pass-through charge; provided that retail establishments may not collect a pass-through charge from anyone with a voucher or electronic benefits card issued under the Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs, or the federal Supplemental Nutrition Assistance Program (SNAP, also known as Basic Food), or the Washington State Food Assistance Program (FAP).

C. All retail establishments shall indicate on the customer transaction receipt the number of recyclable paper carryout bags provided and the total amount of the pass-through charge.

D. All retail establishments shall comply with the requirements of this section by November 1, 2012.

E. For purposes of this section, the following definitions apply:

1. "Carryout bag" means a bag that is provided by a retail establishment at the check stand, cash register, point of sale or other point of departure to a customer for the purpose of transporting food or merchandise out of the establishment. Carryout bags do not include: (a) bags used by customers

inside stores to package bulk items such as fruit, vegetables, nuts, grains, candy, greeting cards, or small hardware items, such as nails and bolts, or to contain or wrap frozen foods, meat or fish, whether prepackaged or not, or to contain or wrap flowers or potted plants, or other items where dampness may be a problem, or to contain unwrapped prepared foods or bakery goods, or to contain prescription drugs, or to safeguard public health and safety during the transportation of prepared take-out foods and prepared liquids intended for consumption away from the retail establishment; or (b) newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.

2. "Pass-through charge" means a charge to be collected by retailers from their customers when providing recyclable paper bags, and retained by retailers to offset the cost of bags and other costs related to the pass-through charge.

3. "Recyclable paper bag" means a carryout bag that has a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger and meets the following requirements: (a) contains a minimum of 40 percent post-consumer recycled materials, and (b) displays the minimum percent of post-consumer content on the outside of the bag.

4. "Retail establishment" means any person, corporation, partnership, business venture, public sports or entertainment facilities, government agency, street vendor or vendor at public events or festivals or organizations that sell or provide merchandise, goods or materials including, without limitation, clothing, food, beverages, household goods, or personal items of any kind directly to a customer. Examples include but are not limited to department stores, clothing stores, jewelry stores, grocery stores, pharmacies, home improvement stores, liquor stores, convenience stores, gas stations, restaurants, food vending trucks, farmers markets and temporary vendors of food and merchandise at street fairs and festivals. Food banks and other food assistance programs are not considered to be retail establishments for the purposes of this section.

5. "Single-use plastic carryout bag" means any carryout bag made from plastic or any material marketed or labeled as "biodegradable" or "compostable" that is neither intended nor suitable for continuous reuse as a carryout bag or that is less than 2.25 mils thick.

F. The violation of or failure to comply with this section is designated as a Class 1 civil infraction and shall be processed as contemplated by RCW Chapter 7.80.120.

Section 2. It shall be a violation of this ordinance for any retail establishment to penalize, discipline, or discriminate against any employee for performing any duty necessary to comply with the ordinance.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

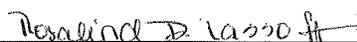
Section 4. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this 11th day of April, 2012.

APPROVED BY THE MAYOR this 11th day of April, 2012.


Debbi Lester, Mayor

ATTEST/AUTHENTICATE:


Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK:	March 5, 2012
PASSED BY THE CITY COUNCIL:	March 11, 2012
PUBLISHED:	March 13, 2012
EFFECTIVE DATE:	March 18, 2012
ORDINANCE NUMBER:	2012-06

ORDINANCE NO. 2019-30

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to single-use plastic carryout bags; amending Chapter 13.28 of the Bainbridge Island Municipal Code to increase the pass-through charge that retail establishments collect from customers requesting recyclable paper carryout bags; establishing an effective date of January 1, 2020.

WHEREAS, on April 11, 2012, the City Council adopted Ordinance No. 2012-06, which banned single-use plastic carryout bags and established a pass-through fee that retailers can charge of 5 cents for each recyclable paper carryout bag; and

WHEREAS, in order to be consistent with pass-through fees that retailers can charge throughout Kitsap County and other incorporated cities within the County, the City needs to increase the pass-through fee collected by retail establishments on Bainbridge Island from 5 cents to 8 cents for each recyclable paper carryout bag; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the people of the City that regulations require a pass-through fee on the use of recyclable paper carryout bags in order to encourage greater use of reusable bags, to reduce the cost of solid waste disposal by the City, and to protect the environment.

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

Section 1. Section 13.28.200 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

13.28.200 Single-use plastic and recyclable paper carryout bags

A. No retail establishment in the city shall provide a single-use plastic carryout bag to any customer.

B. No retail establishment shall provide a paper carryout bag with a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger that is not a recyclable paper bag, and retail establishments shall collect a pass-through charge of not less than ~~\$0.05~~ \$0.08 for each recyclable paper carryout bag provided to customers. It shall be a violation of this section for any retail establishment to pay or otherwise reimburse a customer for any portion of the pass-through charge; provided that retail establishments may not collect a pass-through charge from anyone with a voucher or electronic benefits card issued under the Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs, or the federal Supplemental Nutrition Assistance

Program (SNAP, also known as Basic Food), or the Washington State Food Assistance Program (FAP).

C. All retail establishments shall indicate on the customer transaction receipt the number of recyclable paper carryout bags provided and the total amount of the pass-through charge.

~~D. All retail establishments shall comply with the requirements of this section by November 1, 2012.~~

DE. For purposes of this section, the following definitions apply:

1. “Carryout bag” means a bag that is provided by a retail establishment at the check stand, cash register, point of sale or other point of departure to a customer for the purpose of transporting food or merchandise out of the establishment. Carryout bags do not include: (a) bags used by customers inside stores to package bulk items such as fruit, vegetables, nuts, grains, candy, greeting cards, or small hardware items, such as nails and bolts, or to contain or wrap frozen foods, meat or fish, whether prepackaged or not, or to contain or wrap flowers or potted plants, or other items where dampness may be a problem, or to contain unwrapped prepared foods or bakery goods, or to contain prescription drugs, or to safeguard public health and safety during the transportation of prepared take-out foods and prepared liquids intended for consumption away from the retail establishment; or (b) newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.

2. “Pass-through charge” means a charge to be collected by retailers from their customers when providing recyclable paper bags, and retained by retailers to offset the cost of bags and other costs related to the pass-through charge.

3. “Recyclable paper bag” means a carryout bag that has a manufacturer’s stated capacity of one-eighth barrel (882 cubic inches) or larger and meets the following requirements: (a) contains a minimum of 40 percent post-consumer recycled materials, and (b) displays the minimum percent of post-consumer content on the outside of the bag.

4. “Retail establishment” means any person, corporation, partnership, business venture, public sports or entertainment facilities, government agency, street vendor or vendor at public events or festivals or organizations that sell or provide merchandise, goods or materials including, without limitation, clothing, food, beverages, household goods, or personal items of any kind directly to a customer. Examples include but are not limited to department stores, clothing stores, jewelry stores, grocery stores,

pharmacies, home improvement stores, liquor stores, convenience stores, gas stations, restaurants, food vending trucks, farmers markets and temporary vendors of food and merchandise at street fairs and festivals. Food banks and other food assistance programs are not considered to be retail establishments for the purposes of this section.

5. “Single-use plastic carryout bag” means any carryout bag made from plastic or any material marketed or labeled as “biodegradable” or “compostable” that is neither intended nor suitable for continuous reuse as a carryout bag or that is less than 2.25 mils thick.

EF. The violation of or failure to comply with this section is designated as a Class 1 civil infraction and shall be processed as contemplated by RCW Chapter 7.80.120.

Section 2. This ordinance shall take effect January 1, 2020.

PASSED by the City Council this 26th day of November, 2019.

APPROVED by the Mayor this 26th day of November, 2019.



Kol Medina, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	November 8, 2019
PASSED BY THE CITY COUNCIL:	November 26, 2019
PUBLISHED:	November 29, 2019
EFFECTIVE DATE:	January 1, 2020
ORDINANCE NUMBER:	2019-30



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:35 PM) Proposal for Council Training on Parliamentary Procedure - Mayor Schneider,

SUMMARY: The City Council will discuss the proposal from Mayor Schneider raised at the August 4, 2020 Study Session for Council training on parliamentary procedures provided by Ann McFarlane of Jurassic Parliament.

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: August 11, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:45 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

- B. Accounts Payable and Payroll
- C. City Council Regular Business Meeting Minutes, July 28, 2020
- D. Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program - Executive
- E. Lovell Avenue Sewer Beach Mains Project Professional Services Agreement - Public Works

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: August 11, 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 08-12-20.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 8 - 05 - 2020

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	8/5/2020	48567 - 48700	Regular check run (Direct Dep)	315,705.89
Normal	8/5/2020	109417 - 109418	Regular check run (Paper Checks)	3,073.73
Normal	8/5/2020	109419 -109428	Vendor check run (Paper Checks)	313,629.76
EFTPS	8/5/2020	N/A	Federal Tax Electronic Transfer	116,253.01
			TOTAL:	748,662.39

Prepared and Reviewed by: Brenda Landolt Date 8-4-20
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.

DeWayne Pitts Date 8-4-20
DeWayne Pitts, Finance Director

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

**CHECK RUN: July 27, 2020 - August 10, 2020
CITY COUNCIL: July 28, 2020 - August 11, 2020**

Last check from previous run: 354154 dated 07/22/2020 issued to FCS Group for \$4,040.51.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	7/27/20	397	WA State DOR/Excise taxes - June 2020	9,170.37
ACH	7/27/20	398	COBI/Utility billing - July 2020	2,396.24
ACH	7/27/20	399	WA State DOL/Firearm permits - July 2020	237.00
VOID	8/12/20	354225	UB/Paditu LLC/UB Refund error	N/A
Manual	7/29/20	354155	POL,IT/AT&T Firstnet/Wireless charges - July 2020	1,661.21
Manual	7/29/20	354156	AWC/Cobra check - June-August 2020	2,482.95
Manual	7/29/20	354157	Centurylink/Weaver PRV water telemetry - July 2020	58.32
Manual	7/29/20	354158	PW/COBI/Permit: BLD24890 City Hall repairs	3,143.09
Manual	7/29/20	354159	Puget Sound Energy/Green Power contract - July 2020	849.33
Manual	8/5/20	354160	Centurylink/Citywide telemetry & fax service - July 2020	2,880.17
Manual	8/5/20	354161	EX/Housing Resources Bainbridge/Default rent - August 2020	700.00
Manual	8/5/20	354162	PW/KC Sewer District 7/Sewer services - July 2020	21,218.64
Manual	8/5/20	354163	PW/Toshiba/Copier lease	224.23
Manual	8/5/20	354164	WA Water Service/Decant facility water - July 2020	149.74

Total Manual Checks and Electronic Disbursements	45,171.29
---	------------------

Regular Run	8/12/20	354165-354261	Total Regular Check Run	443,315.89
Total Disbursements				488,487.18

Retainage Release	8/5/20	194	Precision Concrete/2019 Sidewalk repairs	4,434.18
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

8/5/2020

Date

EFT-Excise June 2020

(CE) 7/29/20

07/29/2020 07:54 |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

397	07/27/2020	MANL	124 WA ST DEPT OF REVENU	241537	JUN20-DMNTP	06/02/2020	EFT0620		33.01
Invoice: JUN20-DMNTP									

NTP ON DM CC PPE PURCH: COVID19

33.01 73011252 53110001069 COVID19-SUPPLIES

				241868	JUN20	06/30/2020	EFT0620		9,137.36
Invoice: JUN20									

JUN20 EXCISE

				181.66	91411341	553000			
				308.15	91421351	553000			
				4,216.07	91421351	553000			
				3.33	91411341	553000			
				973.39	91431383	553000			
				3,640.71	91411341	553000			
				432.20	91421351	553000			
				-961.84	91411341	553000			
				2.16	53011212	531100			
				1.37	63470586	544000			
				1.50	63470586	544000			
				.87	63470586	544000			
				208.08	73011252	53110001069			
				129.71	73637958	531100			

CHECK 397 TOTAL: 9,170.37

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 9,170.37

	COUNT	AMOUNT
--	-------	--------

TOTAL MANUAL CHECKS	1	9,170.37
---------------------	---	----------

*** GRAND TOTAL *** 9,170.37

07/29/2020 07:54
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 2
apcshdsb

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	7	295							
APP	001-213000	07/27/2020	EFT0620	EXCISE			GENERAL - ACCOUNTS PAYABLE	243.25	
							AP CASH DISBURSEMENTS JOURNAL		
APP	635-111100	07/27/2020	EFT0620	EXCISE			CASH		9,170.37
							AP CASH DISBURSEMENTS JOURNAL		
APP	401-213000	07/27/2020	EFT0620	EXCISE			ACCOUNTS PAYABLE	2,863.86	
							AP CASH DISBURSEMENTS JOURNAL		
APP	402-213000	07/27/2020	EFT0620	EXCISE			ACCOUNTS PAYABLE	4,956.42	
							AP CASH DISBURSEMENTS JOURNAL		
APP	403-213000	07/27/2020	EFT0620	EXCISE			ACCOUNTS PAYABLE	973.39	
							AP CASH DISBURSEMENTS JOURNAL		
APP	407-213000	07/27/2020	EFT0620	EXCISE			ACCOUNTS PAYABLE	3.74	
							AP CASH DISBURSEMENTS JOURNAL		
APP	631-213000	07/27/2020	EFT0620	EXCISE			ACCOUNTS PAYABLE	129.71	
							AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL								9,170.37	9,170.37
APP	631-130000	07/27/2020	EFT0620	EXCISE			DUE TO/FROM CLEARING	9,040.66	
APP	001-130000	07/27/2020	EFT0620	EXCISE			GENERAL - DUE TO/FROM CLEARING		243.25
APP	401-130000	07/27/2020	EFT0620	EXCISE			DUE TO/FROM CLEARING		2,863.86
APP	402-130000	07/27/2020	EFT0620	EXCISE			DUE TO/FROM CLEARING		4,956.42
APP	403-130000	07/27/2020	EFT0620	EXCISE			DUE TO/FROM CLEARING		973.39
APP	407-130000	07/27/2020	EFT0620	EXCISE			DUE TO/FROM CLEARING		3.74
SYSTEM GENERATED ENTRIES TOTAL								9,040.66	9,040.66
JOURNAL 2020/07/295 TOTAL								18,211.03	18,211.03

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2020 7	295	07/27/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING		243.25
001-213000				GENERAL - ACCOUNTS PAYABLE	243.25	
				FUND TOTAL	243.25	243.25
401 WATER OPERATING FUND	2020 7	295	07/27/2020			
401-130000				DUE TO/FROM CLEARING		2,863.86
401-213000				ACCOUNTS PAYABLE	2,863.86	
				FUND TOTAL	2,863.86	2,863.86
402 SEWER OPERATING FUND	2020 7	295	07/27/2020			
402-130000				DUE TO/FROM CLEARING		4,956.42
402-213000				ACCOUNTS PAYABLE	4,956.42	
				FUND TOTAL	4,956.42	4,956.42
403 STORM & SURFACE WATER FUND	2020 7	295	07/27/2020			
403-130000				DUE TO/FROM CLEARING		973.39
403-213000				ACCOUNTS PAYABLE	973.39	
				FUND TOTAL	973.39	973.39
407 BUILDING & DEVELOPMENT FUND	2020 7	295	07/27/2020			
407-130000				DUE TO/FROM CLEARING		3.74
407-213000				ACCOUNTS PAYABLE	3.74	
				FUND TOTAL	3.74	3.74
631 CLEARING FUND	2020 7	295	07/27/2020			
631-130000				DUE TO/FROM CLEARING	9,040.66	
631-213000				ACCOUNTS PAYABLE	129.71	
635-111100				CASH		9,170.37
				FUND TOTAL	9,170.37	9,170.37

07/29/2020 07:54
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			243.25
401 WATER OPERATING FUND			2,863.86
402 SEWER OPERATING FUND			4,956.42
403 STORM & SURFACE WATER FUND			973.39
407 BUILDING & DEVELOPMENT FUND			3.74
631 CLEARING FUND		9,040.66	
	TOTAL	9,040.66	9,040.66

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

ACH-UB July 2020

CF 7/29/20

07/29/2020 07:54 | 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			
398	07/27/2020	MANL	103 CITY OF BAINBRIDGE I	241869	13005JUL20	07/01/2020		ACH-UB07	665.47
Invoice: 13005JUL20				665.47	91011768 547500	309 SHANNON DR			
				241870	13006JUL20	07/01/2020		ACH-UB07	405.87
Invoice: 13006JUL20				405.87	91011768 547500	309 SHANNON DR DOCK			
				241871	10461JUL20	07/01/2020		ACH-UB07	613.93
Invoice: 10461JUL20				613.93	91011768 547500	289 SHANNON DR			
				241872	10463JUL20	07/01/2020		ACH-UB07	395.34
Invoice: 10463JUL20				395.34	91011755 547500	370 BRIEN DR			
				241873	10464JUL20	07/01/2020		ACH-UB07	300.57
Invoice: 10464JUL20				300.57	91011755 547500	402 BRIEN DR			
				241874	11573JUL20	07/01/2020		ACH-UB07	15.06
Invoice: 11573JUL20				15.06	91011768 547500	5350 CREOSOTE PL NE			

CHECK 398 TOTAL: 2,396.24

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 2,396.24

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	2,396.24

*** GRAND TOTAL *** 2,396.24

07/29/2020 07:54
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	7	296									
APP 001-213000			07/27/2020	ACH-UB07	UB			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,396.24	
APP 635-111100			07/27/2020	ACH-UB07	UB			CASH AP CASH DISBURSEMENTS JOURNAL			2,396.24
									-----	-----	
GENERAL LEDGER TOTAL										2,396.24	2,396.24
APP 631-130000			07/27/2020	ACH-UB07	UB			DUE TO/FROM CLEARING		2,396.24	
APP 001-130000			07/27/2020	ACH-UB07	UB			GENERAL - DUE TO/FROM CLEARING			2,396.24
									-----	-----	
SYSTEM GENERATED ENTRIES TOTAL										2,396.24	2,396.24
									-----	-----	
JOURNAL 2020/07/296 TOTAL										4,792.48	4,792.48

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020 7	296	07/27/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING		2,396.24
001-213000				GENERAL - ACCOUNTS PAYABLE	2,396.24	
				FUND TOTAL	2,396.24	2,396.24
631 CLEARING FUND	2020 7	296	07/27/2020			
631-130000				DUE TO/FROM CLEARING	2,396.24	
635-111100				CASH		2,396.24
				FUND TOTAL	2,396.24	2,396.24

07/29/2020 07:54
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			2,396.24
631 CLEARING FUND		2,396.24	
	TOTAL	2,396.24	2,396.24

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

ACH-FA July 2020

Ⓢ 7/29/20

07/29/2020 07:54 | CITY OF BAINBRIDGE ISLAND
cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdeb

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

INVOICE DTL DESC

399 07/27/2020 MANL 969 DEPARTMENT OF LICENS 241875 JUL20 07/21/2020 ACH-FA07 237.00
Invoice: JUL20 JUL20 FIREARMS: CPL

237.00 41654860 586000 GUN PERMIT OUT

CHECK 399 TOTAL: 237.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 237.00

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 237.00

*** GRAND TOTAL *** 237.00

07/29/2020 07:54
cfreitas

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

|P 2
|apcsbdb

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 7 297									
APP 650-213000	07/27/2020	ACH-FA07	FA			ACCOUNTS PAYABLE		237.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	07/27/2020	ACH-FA07	FA			CASH			237.00
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								237.00	237.00
APP 631-130000	07/27/2020	ACH-FA07	FA			DUE TO/FROM CLEARING		237.00	
APP 650-130000	07/27/2020	ACH-FA07	FA			DUE TO/FROM CLEARING			237.00
SYSTEM GENERATED ENTRIES TOTAL								237.00	237.00
JOURNAL 2020/07/297 TOTAL								474.00	474.00

07/29/2020 07:54
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND	2020 7	297	07/27/2020			
631-130000				DUE TO/FROM CLEARING	237.00	
635-111100				CASH		237.00
				FUND TOTAL	237.00	237.00
650 AGENCY FUND	2020 7	297	07/27/2020			
650-130000				DUE TO/FROM CLEARING		237.00
650-213000				ACCOUNTS PAYABLE	237.00	
				FUND TOTAL	237.00	237.00

07/29/2020 07:54
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
-----		-----	-----
631 CLEARING FUND		237.00	
650 AGENCY FUND			237.00
	TOTAL	237.00	237.00

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

Manual
 (CF) 7/29/20

07/29/2020 08:10 |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

354155	07/29/2020	PRTD 6420 AT&T MOBILITY	241904	287287004732X072020	07/11/2020	M072920		1,661.21
		Invoice: 287287004732X072020						
				56.93 91011189 542100			POL, IT/WIRELESS CHARGES	
				1,604.28 91011215 542100			GG-C/E-CITY HALL-PHONE	
							GG-C/E-PD-PHONE	
						CHECK	354155 TOTAL:	1,661.21
354156	07/29/2020	PRTD 37 VIMLY BENEFIT SOLUTI	241905	JUN-AUG 2020 DEGROEN	07/27/2020	M072920		2,482.95
		Invoice: JUN-AUG 2020 DEGROEN					JUN-AUG 2020 COBRA: DEGROEN	
				2,482.95 21011125 520000			COURT - BENEFITS	
						CHECK	354156 TOTAL:	2,482.95
354157	07/29/2020	PRTD 551 CENTURYLINK	241906	6124JUL20	07/16/2020	M072920		58.32
		Invoice: 6124JUL20					WEAVER PRV WATER TELEMETRY	
				58.32 91411891 542100			GG-WTR-FAC-PHONE	
						CHECK	354157 TOTAL:	58.32
354158	07/29/2020	PRTD 634 CITY OF BAINBRIDGE I	241908	BLD24890	07/22/2020	M072920		3,143.09
		Invoice: BLD24890					PW/BLD24890 CITY HALL REPAIRS	
				3,143.09 73011183 54980000911			CH REPAIRS-PERMITS	
						CHECK	354158 TOTAL:	3,143.09
354159	07/29/2020	PRTD 1205 PUGET SOUND ENERGY	241909	4376JUL20	07/20/2020	M072920		849.33
		Invoice: 4376JUL20					JUL2020 GREEN POWER CONTRACT	
				849.33 91011189 547101			ELECTRIC-GREEN POWER	
						CHECK	354159 TOTAL:	849.33
				NUMBER OF CHECKS	5		*** CASH ACCOUNT TOTAL ***	8,194.90

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	8,194.90

*** GRAND TOTAL *** 8,194.90

07/29/2020 08:10
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	7	299									
APP	001-213000		07/29/2020	M072920	072920			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,136.58	
APP	635-111100		07/29/2020	M072920	072920			CASH AP CASH DISBURSEMENTS JOURNAL			8,194.90
APP	401-213000		07/29/2020	M072920	072920			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		58.32	

GENERAL LEDGER TOTAL										8,194.90	8,194.90
APP	631-130000		07/29/2020	M072920	072920			DUE TO/FROM CLEARING		8,194.90	
APP	001-130000		07/29/2020	M072920	072920			GENERAL - DUE TO/FROM CLEARING			8,136.58
APP	401-130000		07/29/2020	M072920	072920			DUE TO/FROM CLEARING			58.32

SYSTEM GENERATED ENTRIES TOTAL										8,194.90	8,194.90

JOURNAL 2020/07/299 TOTAL										16,389.80	16,389.80

07/29/2020 08:10
 cfreitas

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

|P 3
 |apcshdsh

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2020 7	299	07/29/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING		8,136.58
001-213000				GENERAL - ACCOUNTS PAYABLE	8,136.58	
				FUND TOTAL	8,136.58	8,136.58
401 WATER OPERATING FUND	2020 7	299	07/29/2020			
401-130000				DUE TO/FROM CLEARING		58.32
401-213000				ACCOUNTS PAYABLE	58.32	
				FUND TOTAL	58.32	58.32
631 CLEARING FUND	2020 7	299	07/29/2020			
631-130000				DUE TO/FROM CLEARING	8,194.90	
635-111100				CASH		8,194.90
				FUND TOTAL	8,194.90	8,194.90

07/29/2020 08:10
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		8,136.58
401	WATER OPERATING FUND		58.32
631	CLEARING FUND	8,194.90	
	TOTAL	8,194.90	8,194.90

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

Manual

CF 8/5/20

08/05/2020 10:41 | CITY OF BAINBRIDGE ISLAND
cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME						
INVOICE DTL DESC								
354160	08/05/2020	PRTD 551 CENTURLINK	242171	0399JUL20	07/23/2020		M080520	2,880.17
		Invoice: 0399JUL20						
			1,549.17	91425358 542100			CITYWIDE TELEMETRY & FAX SERVICE	
			760.43	91411891 542100			GG-WWTP-TELEPHONE/FAX	
			73.74	91011755 542100			GG-WTR-FAC-PHONE	
			149.16	91011189 542100			GG-C/E-COMMONS-PHONE	
			220.62	91011897 542100			GG-C/E-CITY HALL-PHONE	
			71.41	91011255 542100			GG-C/E-O&M YARD FAC-PHONE	
			55.64	91011215 542100			GG-C/E-COURT BLDG-PHONE	
							GG-C/E-PD-PHONE	
							CHECK 354160 TOTAL:	2,880.17
354161	08/05/2020	PRTD 268 HOUSING RESOURCES BA	242170	301-AUG20	08/01/2020		M080520	700.00
		Invoice: 301-AUG20						
			700.00	31180592 54130400297			301 MADRONA WAY AUG DEFAULT RENT	
							IMHP SPACE RENT DEFAULT	
							CHECK 354161 TOTAL:	700.00
354162	08/05/2020	PRTD 1496 KITSAP COUNTY SEWER	242169	KCSD-COBI-2020-JUL	07/01/2020		M080520	21,218.64
		Invoice: KCSD-COBI-2020-JUL						
			21,218.64	73426356 551000			JUL2020 346.55 ERUS	
							SIS-SD#7 PROCESSING CHGS	
							CHECK 354162 TOTAL:	21,218.64
354163	08/05/2020	PRTD 6714 TOSHIBA FINANCIAL SE	242076	27422665	07/14/2020		M080520	224.23
		Invoice: 27422665						
			224.23	73637891 545000			PW/COPIER LEASE	
							RENTS & LEASES - OPERATING	
							CHECK 354163 TOTAL:	224.23
354164	08/05/2020	PRTD 5271 WASHINGTON WATER SER	242077	4815979187-JUL20	07/21/2020		M080520	149.74
		Invoice: 4815979187-JUL20						
			149.74	91435838 547500			JUL20 DECANT FAC WATER	
							GG-DECANT-WATER/SEWER	
							CHECK 354164 TOTAL:	149.74

08/05/2020 10:41
cfreitas

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

|P 2
|apcshdsb

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 25,172.78

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	25,172.78

*** GRAND TOTAL *** 25,172.78

08/05/2020 10:41
cfreitas

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2020	8	29								
APP 402-213000						ACCOUNTS PAYABLE			22,767.81	
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH				25,172.78
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000						ACCOUNTS PAYABLE			760.43	
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000						GENERAL - ACCOUNTS PAYABLE			570.57	
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
APP 108-213000						AFFORD HSG - ACCOUNTS PAYABLE			700.00	
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000						ACCOUNTS PAYABLE			224.23	
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000						ACCOUNTS PAYABLE			149.74	
08/05/2020	M080520	M0805				AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL									25,172.78	25,172.78
APP 631-130000						DUE TO/FROM CLEARING			24,948.55	
08/05/2020	M080520	M0805								
APP 402-130000						DUE TO/FROM CLEARING				22,767.81
08/05/2020	M080520	M0805								
APP 401-130000						DUE TO/FROM CLEARING				760.43
08/05/2020	M080520	M0805								
APP 001-130000						GENERAL - DUE TO/FROM CLEARING				570.57
08/05/2020	M080520	M0805								
APP 108-130000						AFFORD HSG DUE TO/FROM CLEAR'G				700.00
08/05/2020	M080520	M0805								
APP 403-130000						DUE TO/FROM CLEARING				149.74
08/05/2020	M080520	M0805								
SYSTEM GENERATED ENTRIES TOTAL									24,948.55	24,948.55
JOURNAL 2020/08/29 TOTAL									50,121.33	50,121.33

08/05/2020 10:41
cfreitas

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

|P 4
|apcshdeb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2020 8	29	08/05/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING		570.57
001-213000				GENERAL - ACCOUNTS PAYABLE	570.57	
				FUND TOTAL	570.57	570.57
108 AFFORDABLE HOUSING FUND	2020 8	29	08/05/2020			
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		700.00
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	700.00	
				FUND TOTAL	700.00	700.00
401 WATER OPERATING FUND	2020 8	29	08/05/2020			
401-130000				DUE TO/FROM CLEARING		760.43
401-213000				ACCOUNTS PAYABLE	760.43	
				FUND TOTAL	760.43	760.43
402 SEWER OPERATING FUND	2020 8	29	08/05/2020			
402-130000				DUE TO/FROM CLEARING		22,767.81
402-213000				ACCOUNTS PAYABLE	22,767.81	
				FUND TOTAL	22,767.81	22,767.81
403 STORM & SURFACE WATER FUND	2020 8	29	08/05/2020			
403-130000				DUE TO/FROM CLEARING		149.74
403-213000				ACCOUNTS PAYABLE	149.74	
				FUND TOTAL	149.74	149.74
631 CLEARING FUND	2020 8	29	08/05/2020			
631-130000				DUE TO/FROM CLEARING	24,948.55	
631-213000				ACCOUNTS PAYABLE	224.23	
635-111100				CASH		25,172.78
				FUND TOTAL	25,172.78	25,172.78

08/05/2020 10:41
cfreitas

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

|P 5
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		570.57
108	AFFORDABLE HOUSING FUND		700.00
401	WATER OPERATING FUND		760.43
402	SEWER OPERATING FUND		22,767.81
403	STORM & SURFACE WATER FUND		149.74
631	CLEARING FUND	24,948.55	
	TOTAL	24,948.55	24,948.55

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

Regular
 (CF) 8/5/20

08/05/2020 14:11 | 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		
354165	08/12/2020 PRTD	5 ACE HARDWARE	241885	46979/1	07/15/2020	08/09/20	31.13
	Invoice: 46979/1				PW/WWTP SUPPLIES		
			31.13	73425358 531100	O&M-WWTP-SUPPLIES		
	Invoice: 46993/1		241886	46993/1	07/17/2020	08/09/20	59.92
					PW/PIPE CUTTERS, TUBE CUTTER		
			59.92	73413434 63110000708	WYATT-MAD TO LOVELL-WTR-SUPPLY		
	Invoice: 47008/1		241887	47008/1	07/20/2020	08/09/20	63.19
					PW/WWTP SUPPLIES		
			63.19	73425358 531100	O&M-WWTP-SUPPLIES		
	Invoice: 47038/1		241888	47038/1	07/23/2020	08/09/20	12.31
					PW/KEYS, TOOLS		
			12.31	73411345 531100	OFFICE SUPPLIES		
	Invoice: 47050/1		242014	47050/1	07/27/2020	08/09/20	25.63
					PW/WWTP MX SUPPLIES		
			25.63	73425358 531100	O&M-WWTP-SUPPLIES		
	Invoice: 47052/1		242015	47052/1	07/27/2020	08/09/20	54.48
					PW/BOX FANS		
			54.48	73411345 531100	OFFICE SUPPLIES		
	Invoice: 47053/1		242016	47053/1	07/27/2020	08/09/20	30.89
					PW/ROLLER COVERS, NUT DRIVERS		
			30.89	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 47064/1		242017	47064/1	07/29/2020	08/09/20	78.35
					PW/WASP & HORNET FOAM		
			78.35	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES		
					CHECK	354165 TOTAL:	355.90
354166	08/12/2020 PRTD	7726 AIR MANAGEMENT SOLUT	242151	1132508	07/29/2020	08/09/20	3,202.17
	Invoice: 1132508				PW/MERV 13 FILTER CHANGE OUT - CITYWIDE		
			3,202.17	73011252 54810001069	COVID19-R&M		
					CHECK	354166 TOTAL:	3,202.17
354167	08/12/2020 PRTD	863 INTERSTATE BATTERIES	241954	22061530	03/12/2020	08/09/20	257.19
	Invoice: 22061530				POL/BATTERY		
			257.19	53011212 531100	PD-C/E-PATROL SUPPLIES		
	Invoice: 22061739		241955	22061739	03/26/2020	08/09/20	257.19
					PW/BATTERY		
			257.19	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY		
	Invoice: 22061785		241956	22061785	04/08/2020	08/09/20	130.75
					PW/BATTERIES		

08/05/2020 14:11
cfreitas

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

|P 2
|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
				26.15	73111423 531100				
				104.60	73111427 531100				
								CHECK 354167 TOTAL:	645.13
354168	08/12/2020	PRTD	7994 PENINSULA SERVICES	241930	94452	06/30/2020		08/09/20	64.00
			Invoice: 94452						
				64.00	51011211 541100				
				241977	94455	06/30/2020		08/09/20	32.00
			Invoice: 94455						
				32.00	21011125 541100				
								CHECK 354168 TOTAL:	96.00
354169	08/12/2020	PRTD	8991 ALLIANCE 2020, INC	242052	577527	07/31/2020		08/09/20	204.54
			Invoice: 577527						
				204.54	33011161 541100				
								CHECK 354169 TOTAL:	204.54
354170	08/12/2020	PRTD	8672 ALLSTREAM	242053	16973469	08/01/2020		08/09/20	833.69
			Invoice: 16973469						
				833.69	41637891 542100				
								CHECK 354170 TOTAL:	833.69
354171	08/12/2020	PRTD	1258 ALPINE PRODUCTS INC	241889	TM-195454	07/14/2020		08/09/20	1,252.13
			Invoice: TM-195454						
				1,252.13	73111264 531100				
								CHECK 354171 TOTAL:	1,252.13
354172	08/12/2020	PRTD	4260 AMERICAN PLANNING AS	241893	147854-2075	07/10/2020		08/09/20	388.00
			Invoice: 147854-2075						
				388.00	61470581 549100				
				241894	182632-2075	07/10/2020		08/09/20	446.00
			Invoice: 182632-2075						
				446.00	61470581 549100				
				241896	341741-2075	07/10/2020		08/09/20	236.00
			Invoice: 341741-2075						
				236.00	63470588 549100				
				241897	341744-2075	07/10/2020		08/09/20	149.00
			Invoice: 341744-2075						
								CHECK 354172 TOTAL:	149.00

CASH ACCOUNT: 635 111100 CASH			VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL DESC			
			149.00	63470588 549100	CUR-DEV PLAN-DUES/SUBSCR			
					CHECK	354172	TOTAL:	1,219.00
354173	08/12/2020	PRTD 9522 ANDREWS, NOREEN	241877	87826	07/27/2020		08/09/20	171.01
		Invoice: 87826			UB 10889 772 PARK AVENUE NE			
			171.01	411 122100	WATER ACCOUNTS RECEIVABLE			
					CHECK	354173	TOTAL:	171.01
354174	08/12/2020	PRTD 4710 ASSOCIATED PETROLEU	241898	0011821-IN-A	05/08/2020		08/09/20	81.96
		Invoice: 0011821-IN-A			SHORT PD INV 0011821			
			81.96	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					05/05/2020		08/09/20	6.77
		Invoice: 0198315-IN-A			SHORT PD INV 0198315			
			6.77	73638893 532000	O&M-FUEL USE-ALLOCATION			
					05/07/2020		08/09/20	6.77
		Invoice: 0199240-IN-A			SHORT PD INV 0199240			
			6.77	73638893 532000	O&M-FUEL USE-ALLOCATION			
					07/09/2020		08/09/20	447.54
		Invoice: 0220864-IN			PW/200 GAL UNLEADED			
			447.54	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					07/14/2020		08/09/20	194.50
		Invoice: 0222574-IN			PW/65 GAL DIESEL			
			194.50	73638893 532000	O&M-FUEL USE-ALLOCATION			
					07/14/2020		08/09/20	523.21
		Invoice: 0222984-IN			PW/236 GAL UNLEADED			
			523.21	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					07/16/2020		08/09/20	113.84
		Invoice: 0223840-IN			PW/18 GAL DIESEL			
			113.84	73638893 532000	O&M-FUEL USE-ALLOCATION			
					07/16/2020		08/09/20	1,100.66
		Invoice: 0223841			PW/500 GAL UNLEADED			
			1,100.66	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					07/21/2020		08/09/20	201.14
		Invoice: 0225935-IN			PW/67.4 GAL DIESEL			
			201.14	73638893 532000	O&M-FUEL USE-ALLOCATION			
					07/21/2020		08/09/20	515.47
		Invoice: 0225936-IN			PW/250 GAL UNLEADED			
			515.47	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			

08/05/2020 14:11
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 4
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	354174 TOTAL:	3,191.86
354175	08/12/2020	PRTD	7821 AUS WEST LOCKBOX	241915	1991833023	07/16/2020		08/09/20	60.58	
			Invoice: 1991833023			PW/LAUNDRY SERVICE				
				60.58	73638893 531100	OFFICE SUPPLIES				
				241916	1991842280	07/23/2020		08/09/20	60.58	
			Invoice: 1991842280			PW/LAUNDRY SERVICE				
				60.58	73638893 589310	LAUNDRY SERVICES				
								CHECK	354175 TOTAL:	121.16
354176	08/12/2020	PRTD	7991 B.I. MODERN QUILT GU	242054	604620743	07/31/2020		08/09/20	65.00	
			Invoice: 604620743			BUS LIC FEE REFUND				
				65.00	01132 321900	C/E BL INITIAL & RENEWAL				
								CHECK	354176 TOTAL:	65.00
354177	08/12/2020	PRTD	54 BAINBRIDGE RENTAL IN	242022	CON#64870	07/29/2020		08/09/20	118.15	
			Invoice: CON#64870			PW/LANDSCAPING SUPPLIES				
				118.15	73111427 531100	OFFICE SUPPLIES				
								CHECK	354177 TOTAL:	118.15
354178	08/12/2020	PRTD	55 SOUND PUBLISHING, IN	241919	BIR901697	06/26/2020		08/09/20	60.00	
			Invoice: BIR901697			PCD/NOA: PLN51358				
				60.00	63470586 544000	CUR-DEV-ZONING-ADV				
				241920	BIR902706	07/10/2020		08/09/20	60.00	
			Invoice: BIR902706			PCD/NOA: PLN51741				
				60.00	63470586 544000	CUR-DEV-ZONING-ADV				
				241931	BIR903307	07/17/2020		08/09/20	35.00	
			Invoice: BIR903307			CC/ORD 2020-14				
				35.00	11011113 544000	COUNCIL - LEGAL NOTICES				
								CHECK	354178 TOTAL:	155.00
354179	08/12/2020	PRTD	7179 BAINBRIDGE YOUTH SER	242025	Q2 2020	07/31/2020		08/09/20	12,813.00	
			Invoice: Q2 2020			2019-20 COMMUNITY SERVICES FUN				
				12,813.00	31017526 54110000297	EX-BYS-YOUTH COUNS & JOB OPP				
								CHECK	354179 TOTAL:	12,813.00

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

INVOICE DTL DESC								
354180	08/12/2020	PRTD 6574 BETHEL TOWING	241932	1404	07/10/2020		08/09/20	272.50
		Invoice: 1404						
			272.50	52011212 549900				
			241933	1405	07/10/2020		08/09/20	272.50
		Invoice: 1405						
			272.50	52011212 549900				
			241934	1406	07/10/2020		08/09/20	272.50
		Invoice: 1406						
			272.50	52011212 549900				
						CHECK	354180 TOTAL:	817.50
354181	08/12/2020	PRTD 50 BAINBRIDGE ISLAND EL	242021	20200038	07/24/2020		08/09/20	2,289.00
		Invoice: 20200038						
			2,289.00	73425358 548100				
						CHECK	354181 TOTAL:	2,289.00
354182	08/12/2020	PRTD 4904 BOSTEC INC	241935	41867	07/15/2020		08/09/20	222.36
		Invoice: 41867						
			222.36	53011212 531100				
						CHECK	354182 TOTAL:	222.36
354183	08/12/2020	PRTD 9262 BOULDER PARK INC	241921	3326	07/14/2020		08/09/20	7,122.15
		Invoice: 3326						
			7,122.15	73425358 54790100551				
						CHECK	354183 TOTAL:	7,122.15
354184	08/12/2020	PRTD 360 BUILDERS FIRSTSOURCE	241922	81537146	07/15/2020		08/09/20	37.35
		Invoice: 81537146						
			37.35	73111264 531100				
			241923	81554717	07/17/2020		08/09/20	9.78
		Invoice: 81554717						
			9.78	73411345 531100				
			241924	81570923	07/20/2020		08/09/20	30.50
		Invoice: 81570923						
			30.50	73011189 531100				
			241925	81596933	07/22/2020		08/09/20	49.00
		Invoice: 81596933						
			49.00	73111261 531100				

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
354190	08/12/2020	PRTD 4950 CORRECT EQUIPMENT IN	241927	41977	07/20/2020		08/09/20	2,793.13
		Invoice: 41977				PW/GRINDER PUMP SVC CALL		
			2,793.13	73426355 548100		O&M-SIS-REPAIRS		
						CHECK	354190 TOTAL:	2,793.13
354191	08/12/2020	PRTD 5132 CRYSTAL SPRINGS	242027	5228674 072920	07/29/2020		08/09/20	28.06
		Invoice: 5228674 072920				CRT/WATER SERVICE, SUPPLIES		
			28.06	21011125 531100		COURT - SUPPLIES		
						CHECK	354191 TOTAL:	28.06
354192	08/12/2020	PRTD 6363 LN CURTIS & SONS	241940	INV401581	06/30/2020		08/09/20	16.63
		Invoice: INV401581				POL/NAME TAGS: CLARK		
			16.63	51011211 531100		PD-C/E-ADM-SUPPLIES		
		Invoice: INV403765	241941	INV403765	07/08/2020		08/09/20	135.44
			135.44	51011191 520000		POL/POUCHES: COOPER		
						PD-C/E-PROP RM-BENEFITS		
		Invoice: INV404571	241942	INV404571	07/13/2020		08/09/20	417.91
			417.91	53011212 520000		POL/UNIFORMS: DOMINOWSKI		
						POLICE - C/E PATROL BENEFITS		
		Invoice: INV406268	241943	INV406268	07/20/2020		08/09/20	449.36
			449.36	51011211 520000		POL/DUTY JACKET: CLARK		
						PD-C/E ADMIN-BENEFITS		
		Invoice: INV406495	241944	INV406495	07/20/2020		08/09/20	1,022.36
			291.62	53011212 520000		POL/UNIFORMS&GEAR:MARTINEZ		
			730.74	53011212 531100		POLICE - C/E PATROL BENEFITS		
						PD-C/E-PATROL SUPPLIES		
		Invoice: INV406846	241945	INV406846	07/21/2020		08/09/20	10.85
			10.85	53011212 520000		POL/NAME PATCH: DOMINOWSKI		
						POLICE - C/E PATROL BENEFITS		
		Invoice: INV406900	241946	INV406900	07/21/2020		08/09/20	54.63
			54.63	51011191 520000		POL/NAME PATCHES: COOPER		
						PD-C/E-PROP RM-BENEFITS		
		Invoice: INV406978	241947	INV406978	07/21/2020		08/09/20	293.21
			293.21	53011212 531100		POL/POUCHES: MARTINEZ		
						PD-C/E-PATROL SUPPLIES		
		Invoice: INV406977	241948	INV406977	07/21/2020		08/09/20	191.94
			86.36	53011212 520000		POL/UNIFORMS: MARTINEZ		
			105.58	53011212 531100		POLICE - C/E PATROL BENEFITS		
						PD-C/E-PATROL SUPPLIES		

08/05/2020 14:11
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 8
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
Invoice: INV408068				241995	INV408068	07/24/2020	08/09/20	489.14
				489.14	53011212 520000	POL/UNIFORMS: MARTINEZ POLICE - C/E PATROL BENEFITS		
Invoice: INV409290				242153	INV409290	07/29/2020	08/09/20	972.01
				972.01	53011212 53110000499	POL/BODY ARMOR: COOPER BVP-BULLETPROOF VESTS-PURCHASE		
Invoice: INV409858				242154	INV409858	07/30/2020	08/09/20	48.03
				48.03	53011212 520000	POL/NAME PATCHES: MARTINEZ POLICE - C/E PATROL BENEFITS		
						CHECK	354192 TOTAL:	4,101.51
354193 08/12/2020 PRTD	08/12/2020	PRTD	7016 CUSTOM PRINTING	241996	9292	05/15/2020	08/09/20	69.22
Invoice: 9292				69.22	11011116 531100	CC/BIZ CARDS: CARR COUNCIL - SUPPLIES		
						CHECK	354193 TOTAL:	69.22
354194 08/12/2020 PRTD	08/12/2020	PRTD	152 DAILY JOURNAL OF COM	242028	3358495	05/26/2020	08/09/20	336.00
Invoice: 3358495				336.00	73011183 54400000911	PW/AD: CITY HALL REPAIR CH REPAIRS-ADV		
						CHECK	354194 TOTAL:	336.00
354195 08/12/2020 PRTD	08/12/2020	PRTD	9528 DRH INC.	241928	BLD22088	07/20/2020	08/09/20	1,840.00
Invoice: BLD22088				1,840.00	65538 38600000644	BLD22088 PARTIAL REFUND EXPEDITED BLDG PERMITS-3PARTY		
Invoice: BLD22089				241929	BLD22089	07/20/2020	08/09/20	1,345.00
				1,345.00	65538 38600000644	BLD22089 PARTIAL FEE REFUND EXPEDITED BLDG PERMITS-3PARTY		
						CHECK	354195 TOTAL:	3,185.00
354196 08/12/2020 PRTD	08/12/2020	PRTD	672 DSC INC	241949	100366	07/16/2020	08/09/20	74.08
Invoice: 100366				74.08	73638935 531100	PW/MX SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
						CHECK	354196 TOTAL:	74.08
354197 08/12/2020 PRTD	08/12/2020	PRTD	9529 DUKES CONSTRUCTION I	241950	BLD22252	07/27/2020	08/09/20	122.60
Invoice: BLD22252				122.60	47148 322100	BLD22252 REFUND FOR CANCELLED PERMIT BUILDINGS, STRUCT. & EQ		

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
Invoice: BLD23570				241951	BLD23570	07/27/2020	08/09/20	1,243.00
				1,243.00	47148	322100	BLD23570 CANCELLATION REFUND BUILDINGS, STRUCT. & EQ	
Invoice: BLD23570 R-GAR				241952	BLD23570 R-GAR	07/27/2020	08/09/20	1,305.72
				1,305.72	47148	322100	BLD23570 R-GAR CANCELLATION REFUND BUILDINGS, STRUCT. & EQ	
							CHECK 354197 TOTAL:	2,671.32
354198	08/12/2020	PRTD	8304 AMERICAN ENVIRONMENT	242055	602131386	07/24/2020	08/09/20	65.00
			Invoice: 602131386				BUS LIC FEE REFUND C/E BL INITIAL & RENEWAL	
				65.00	01132	321900		
							CHECK 354198 TOTAL:	65.00
354199	08/12/2020	PRTD	9526 ERSKINE, LARRY W & M	241882	87830	07/27/2020	08/09/20	178.87
			Invoice: 87830				UB 12973 348 ASHBURY COURT NW WATER ACCOUNTS RECEIVABLE	
				178.87	411	122100		
							CHECK 354199 TOTAL:	178.87
354200	08/12/2020	PRTD	212 FABRICARE 02 - PLANT	242155	08-02-2020	08/02/2020	08/09/20	217.33
			Invoice: 08-02-2020				POL/LAUNDRY SERVICE PD-C/E ADMIN-BENEFITS POLICE - C/E INVEST BENEFITS POLICE - C/E PATROL BENEFITS	
				48.01	51011211	520000		
				139.04	52011212	520000		
				30.28	53011212	520000		
							CHECK 354200 TOTAL:	217.33
354201	08/12/2020	PRTD	705 FCS GROUP	241997	3153-22006079	06/19/2020	08/09/20	5,223.75
			Invoice: 3153-22006079				100% FEE COST RECOVERY STUDY PCD - DEV ADMIN PROF SERVICES	
				5,223.75	61470581	541100		
							CHECK 354201 TOTAL:	5,223.75
354202	08/12/2020	PRTD	1953 FERGUSON ENTERPRISES	242030	0899978	07/17/2020	08/09/20	142.40
			Invoice: 0899978				PW/WYATT WATER MX SUPPLIES WYATT-MAD TO LOVELL-WTR-SUPPLY	
				142.40	73413434	63110000708		
							CHECK 354202 TOTAL:	142.40
354203	08/12/2020	PRTD	9527 FORDYCE, RAIN & CHAR	241883	87831	07/27/2020	08/09/20	253.30
			Invoice: 87831				UB 13010 649 LANDMARK COURT NE WATER ACCOUNTS RECEIVABLE	
				253.30	411	122100		

08/05/2020 14:11
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 10
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	354203 TOTAL:	253.30
354204	08/12/2020	PRTD	6940 FREMONT ANALYTICAL	241979	2007232	07/22/2020		08/09/20	3,158.36		
			Invoice: 2007232								
						3,158.36	72011319	54110000809	WTR QUAL & FLOW MONIT-PRO SVCS		
									CHECK	354204 TOTAL:	3,158.36
354205	08/12/2020	PRTD	9530 GENERAL EQUIPMENT CO	241953	73359	06/22/2020		08/09/20	892.46		
			Invoice: 73359								
						892.46	73637942	531100	INT'L AQUATECH R&M-SUPPLIES		
									CHECK	354205 TOTAL:	892.46
354206	08/12/2020	PRTD	268 HOUSING RESOURCES BA	242032	7181	06/30/2020		08/09/20	2,234.30		
			Invoice: 7181								
						2,234.30	31017592	54130600297	2019-20 COMMUNITY SERVICES FUN		
						242033	7182		06/30/2020	08/09/20	1,125.00
			Invoice: 7182								
						1,125.00	31180592	54130200297	2Q 2020 ISLANDER MOBILE HOME PARK MGMT FEES		
						242034	7300		06/30/2020	08/09/20	12,564.78
			Invoice: 7300								
						12,564.78	31017592	54130100297	2019-20 COMMUNITY SERVICES FUN		
									INDEPENDENT LIVING PRGM		
									CHECK	354206 TOTAL:	15,924.08
354207	08/12/2020	PRTD	8646 ISLAND HANDS	241957	17487	07/25/2020		08/09/20	13,665.11		
			Invoice: 17487								
						13,255.16	73011183	54110000269	2020-2023 JANITORIAL CONTRACT		
						409.95	73425358	54110000269	JANITORIAL CONTRACT-PRO SVCS		
						241958	17488		07/25/2020	08/09/20	8,208.00
			Invoice: 17488								
						7,961.76	73011183	54810101069	EMERGENCY JANITORIAL- COVID-19		
						246.24	73425358	54810101069	COVID19-EXTRA JANITORIAL		
						241959	17487-A		07/25/2020	08/09/20	275.00
			Invoice: 17487-A								
						275.00	73011183	54110000269	2020-2023 JANITORIAL CONTRACT		
									JANITORIAL CONTRACT-PRO SVCS		
									CHECK	354207 TOTAL:	22,148.11
354208	08/12/2020	PRTD	5819 ISLANDWOOD	242156	Q-03167	07/27/2020		08/09/20	1,650.00		
			Invoice: Q-03167								
						1,650.00	51011211	541100	POL/DEP ON 2021 GALA		
									PD-C/E-ADM-PROF SVCS		

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

INVOICE DTL DESC											
								CHECK	354208 TOTAL:	1,650.00	
354209	08/12/2020	PRTD	4740 KITSAP COUNTY PUBLIC	242035	10177	06/04/2020		08/09/20	408.53		
			Invoice: 10177		ENG/Q1 2020 WSSOG						
				408.53	72431832	54110000872	H2O/SSWM GROUP-PROF SVCS				
								CHECK	354209 TOTAL:	408.53	
354210	08/12/2020	PRTD	338 KITSAP COUNTY SHERIF	241960	20200041	07/23/2020		08/09/20	1,563.17		
			Invoice: 20200041		POL/PRISONER BOARD: JUN						
				1,563.17	51011236	551000	POLICE - C/E PRISONER DETENT'N				
								CHECK	354210 TOTAL:	1,563.17	
354211	08/12/2020	PRTD	1971 KELLEY CONNECT	241961	27473091	07/22/2020		08/09/20	283.78		
			Invoice: 27473091		ENG/COPIER LEASE						
				283.78	72011321	545000	ENG - C/E ADMIN RENTS & LEASES				
								CHECK	354211 TOTAL:	283.78	
354212	08/12/2020	PRTD	8135 MIDWEST MOTOR SUPPLY	241963	8080318	07/14/2020		08/09/20	548.85		
			Invoice: 8080318		PW/MX SUPPLIES						
				548.85	73638935	531100	O&M-STD ALLOCATION-SUPPLIES				
								CHECK	354212 TOTAL:	548.85	
354213	08/12/2020	PRTD	8546 KITSAP 911 PUBLIC AU	241965	BIPD2020-08	07/15/2020		08/09/20	12,192.74		
			Invoice: BIPD2020-08		POL/CALL CENTER SVCS						
				8,534.92	53011286	551000	POLICE - C/E PATROL CENCOM				
				3,657.82	52011286	551000	POLICE - C/E - INVEST CENCOM				
								CHECK	354213 TOTAL:	12,192.74	
354214	08/12/2020	PRTD	1802 KITSAP CONSERVATION	241964	2020-2	06/30/2020		08/09/20	7,685.27		
			Invoice: 2020-2		FARMLAND SSWM PLANNING						
				3,842.63	72011593	55100000871	FARMLAND SSWM PLANNING-KCDONLY				
				3,842.64	72431835	55100000871	FARMLAND SSWM PLANNING-KCDONLY				
								CHECK	354214 TOTAL:	7,685.27	
354215	08/12/2020	PRTD	6279 MENG ANALYSIS	241966	19902-108	06/30/2020		08/09/20	220.00		
			Invoice: 19902-108		PW/CH REPAIR						
				220.00	73011183	54110000911	CH REPAIRS-PROF SVCS				

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

										CHECK	354215 TOTAL:	220.00
354216	08/12/2020	PRTD	8375 MOORE IACOFANO GOLTS	241981	65389	07/29/2020		08/09/20	2,101.25			
Invoice: 65389					CONSTRUCTION ADMINISTRATION SU							
				2,101.25	72334951	66300300596	SR305-OLYMPIC NM-CONSTR	PH ENG				
				241982	65390	07/29/2020		08/09/20	108.75			
Invoice: 65390					CONSTRUCTION ADMINISTRATION SU							
				108.75	72334951	66300300596	SR305-OLYMPIC NM-CONSTR	PH ENG				
				242000	64893	06/23/2020		08/09/20	1,116.75			
Invoice: 64893					DESIGN OF WYATT WAY RECONSTRUC							
				1,116.75	72321951	64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN					
				242001	64894	06/23/2020		08/09/20	823.75			
Invoice: 64894					DESIGN OF WYATT WAY RECONSTRUC							
				823.75	72321951	64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN					
										CHECK	354216 TOTAL:	4,150.50
354217	08/12/2020	PRTD	9397 MILLENNIAL BUILDERS	241876	87825	07/27/2020		08/09/20	66.67			
Invoice: 87825					UB 13108 8672 RESERVE WAY							
				66.67	411	122100	WATER ACCOUNTS RECEIVABLE					
										CHECK	354217 TOTAL:	66.67
354218	08/12/2020	PRTD	8642 MULTICARE HEALTH SYS	241967	M5123115416	06/24/2020		08/09/20	100.00			
Invoice: M5123115416					PW/OCC HEALTH TESTING: JI							
				100.00	73011483	541100	O&M-GF-MECH SHOP-PROF SVCS					
										CHECK	354218 TOTAL:	100.00
354219	08/12/2020	PRTD	2574 NATIONAL BARRICADE C	242036	287602	07/20/2020		08/09/20	420.04			
Invoice: 287602					PW/ROAD SIGNS							
				420.04	990	141100	MERCHANDISE					
										CHECK	354219 TOTAL:	420.04
354220	08/12/2020	PRTD	2430 OGDEN MURPHY WALLACE	241983	840757	07/17/2020		08/09/20	14,994.80			
Invoice: 840757					legal/jun 2020 prof svcs							
				63.00	32470152	54111100844	LIT-CLARK ADMIN APPEAL (SUP CT)					
				1,064.10	32011152	54111101021	DUNN PRR SUIT (SUP CT)					
				2,333.00	32011152	54111101047	LIT-SCHULZE PRA SUIT (SUP CT)					
				2,651.70	32470152	54111101067	URBAN BAINBRIDGE (GMHB)					
				126.00	32470152	54111101078	LIT-WINSLOW HOTEL (SUP CT)					
				4,441.50	32011152	54111001020	SMALL CELL WIRELESS ORD					
				850.50	32011152	541110	LGL-GF-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									
				1,827.00	91011211 541110				
				1,323.00	32470152 54111100897				
				315.00	32470152 54111401071				
								CHECK 354220 TOTAL:	14,994.80
354221	08/12/2020	PRTD	4111 OLYMPIC SPRINGS INC	242157	331206	07/31/2020		08/09/20	45.52
			Invoice: 331206						
				45.52	51011215 531100				
								CHECK 354221 TOTAL:	45.52
354222	08/12/2020	PRTD	7925 OMNIPARK, INC	242158	121913	08/01/2020		08/09/20	379.32
			Invoice: 121913						
				379.32	51011217 548500				
								CHECK 354222 TOTAL:	379.32
354223	08/12/2020	PRTD	4129 OWEN EQUIPMENT COMPA	241968	00098400	07/08/2020		08/09/20	170.48
			Invoice: 00098400						
				170.48	73637941 531100				
								CHECK 354223 TOTAL:	170.48
354224	08/12/2020	PRTD	8200 PACIFIC DUST CONTROL	241969	1897	07/21/2020		08/09/20	1,373.40
			Invoice: 1897						
				1,373.40	73435838 548100				
								CHECK 354224 TOTAL:	1,373.40
354225	08/12/2020	VOID	9523 ** NOT FOUND						.00
			Invoice:						
								CHECK 354225 TOTAL:	.00
354226	08/12/2020	PRTD	9524 PADITU LLC	241879	87828	07/27/2020		08/09/20	227.34
			Invoice: 87828						
				117.92	411 122100				
				109.42	411 122100				
								CHECK 354226 TOTAL:	227.34
354227	08/12/2020	PRTD	9156 PEACOCK FAMILY SERVI	242002	6	07/15/2020		08/09/20	5,500.00
			Invoice: 6						
				5,500.00	31017540 54110000297				
								CHECK 354227 TOTAL:	5,500.00

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
CHECK 354227 TOTAL: 5,500.00									
354228	08/12/2020	PRTD	458 PENINSULA FIRE INC	242037	59023	07/17/2020		08/09/20	1,010.38
			Invoice: 59023			PW/EXTINGUISHER TESTING			
				1,010.38	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
			Invoice: 59024	242038	59024	07/17/2020		08/09/20	362.86
				362.86	73011215 548100	PW/PD EXTINGUISHER TESTING			
						O&M-C/E-POLICE FAC-REPAIRS			
			Invoice: 59025	242040	59025	07/17/2020		08/09/20	193.97
				193.97	73425358 548100	PW/WWTP EXTINGUISHER TESTING			
						O&M-WWTP-REPAIRS			
			Invoice: 59026	242041	59026	07/17/2020		08/09/20	198.87
				198.87	73011183 548100	PW/CH EXTINGUISHER TESTING			
						O&M-C/E-CH FAC-REPAIRS			
			Invoice: 59027	242042	59027	07/17/2020		08/09/20	95.32
				95.32	73011755 548100	PW/SS EXTINGUISHER TESTING			
						O&M-COMMONS REPAIRS			
CHECK 354228 TOTAL: 1,861.40									
354229	08/12/2020	PRTD	8229 PIPER THORNBURGH	241984	072720	07/27/2020		08/09/20	60.00
			Invoice: 072720			CRT/1 HR PRO TEMP			
				60.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			
CHECK 354229 TOTAL: 60.00									
354230	08/12/2020	PRTD	9532 PORT TOWNSEND YACHT	242056	091720	07/10/2020		08/09/20	200.00
			Invoice: 091720			MOORAGE REFUND			
				200.00	01136 362900	DOCK USE & RELATED PARKING			
CHECK 354230 TOTAL: 200.00									
354231	08/12/2020	PRTD	9533 SUSAN POTHOFF	242057	604132388	07/20/2020		08/09/20	65.00
			Invoice: 604132388			BUS LIC FEE REFUND			
				65.00	01132 321900	C/E BL INITIAL & RENEWAL			
CHECK 354231 TOTAL: 65.00									
354232	08/12/2020	PRTD	1205 PUGET SOUND ENERGY	242078	828JUL20	08/03/2020		08/09/20	333.44
			Invoice: 828JUL20			TAYLOR WELLS LID17 PH1			
				333.44	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			

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			
				242105	040-714JUL20	08/03/2020		08/09/20	13.26
Invoice:	040-714JUL20					7095 NE TWIN PONDS RD			
				13.26	91021182 547100	GG-OS-PROP MNGT-ELECTRIC			
				242106	206JUL20	08/03/2020		08/09/20	402.51
Invoice:	206JUL20					4586 POINT WHITE DR			
				402.51	91421355 547100	GG-SWR-ELECTRIC			
				242107	256JUL20	08/03/2020		08/09/20	336.81
Invoice:	256JUL20					SLS-8 HWY 305/HARBORVIEW			
				336.81	91421355 547100	GG-SWR-ELECTRIC			
				242108	636JUL20	08/03/2020		08/09/20	90.59
Invoice:	636JUL20					SLS-7 WING PT WAY			
				90.59	91421355 547100	GG-SWR-ELECTRIC			
				242109	888JUL20	08/03/2020		08/09/20	131.58
Invoice:	888JUL20					NE HIGH SCHOOL ROAD PUMP			
				131.58	91411345 547100	GG-WTR-ELECTRIC			
				242110	658JUL20	08/03/2020		08/09/20	48.78
Invoice:	658JUL20					SLS-4 IRENE/LOWER HAWLEY			
				48.78	91421355 547100	GG-SWR-ELECTRIC			
				242111	520-298JUL20	08/03/2020		08/09/20	276.76
Invoice:	520-298JUL20					SLS-5 WW/SUNDAY COVE			
				276.76	91421355 547100	GG-SWR-ELECTRIC			
				242112	640JUL20	08/03/2020		08/09/20	12.98
Invoice:	640JUL20					BRIEN DR S/BOOTH EL PANEL			
				12.98	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				242113	983JUL20	08/03/2020		08/09/20	11.46
Invoice:	983JUL20					MILLER RD NE BEACON			
				11.46	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				242114	067JUL20	08/03/2020		08/09/20	10.43
Invoice:	067JUL20					MADISON PARKING LOT			
				10.43	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				242115	IL7JUL20	08/03/2020		08/09/20	74.31
Invoice:	IL7JUL20					MADISON PRJ HS TO WINSLOW II			
				74.31	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				242116	466JUL20	08/03/2020		08/09/20	10.43
Invoice:	466JUL20					MADISON/HS RAINBRINGER			
				10.43	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				242117	093JUL20	08/03/2020		08/09/20	3,140.56
Invoice:	093JUL20					FLETCHER BAY WELL FIELD			
				3,140.56	91411345 547100	GG-WTR-ELECTRIC			

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 444JUL20				242119	444JUL20	08/03/2020		08/09/20	132.55
				132.55	91011755 547100				
Invoice: 461JUL20				242120	461JUL20	08/03/2020		08/09/20	5,406.98
				5,406.98	91425358 547100				
Invoice: WW&305JUL20				242121	WW&305JUL20	08/03/2020		08/09/20	546.62
				546.62	91111264 547100				
Invoice: 831JUL20				242122	831JUL20	08/03/2020		08/09/20	3,722.83
				3,722.83	91411345 547100				
Invoice: 797JUL20				242123	797JUL20	08/03/2020		08/09/20	78.40
				78.40	91011255 547100				
Invoice: 247JUL20				242124	247JUL20	08/03/2020		08/09/20	14.61
				14.61	91435838 547100				
Invoice: 143JUL20				242125	143JUL20	08/03/2020		08/09/20	10.43
				10.43	91111264 547100				
Invoice: IL1JUL20				242126	IL1JUL20	08/03/2020		08/09/20	217.85
				217.85	91111263 547100				
Invoice: 710JUL20				242127	710JUL20	08/03/2020		08/09/20	168.94
				168.94	91421355 547100				
Invoice: 893JUL20				242128	893JUL20	08/03/2020		08/09/20	696.47
				696.47	91111263 547100				
Invoice: 040-751JUL20				242129	040-751JUL20	08/03/2020		08/09/20	10.52
				10.52	91411345 547100				
Invoice: SPRINGJUL20				242130	SPRINGJUL20	08/03/2020		08/09/20	51.36
				51.36	91111263 547100				
Invoice: LYNCTRJUL20				242131	LYNCTRJUL20	08/03/2020		08/09/20	84.52
				84.52	91111263 547100				

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
Invoice: 3051JUL20				242145 3051JUL20	08/03/2020		08/09/20	10.72
				10.72 91011768 547100	BJUNE WFP BOOTH EL PANEL 1 GG-C/E-PARKS-ELECTRIC			
Invoice: 5760JUL20				242146 5760JUL20	08/03/2020		08/09/20	89.56
				89.56 91421355 547100	WWTP LS #3 GG-SWR-ELECTRIC			
Invoice: 0909JUL20				242147 0909JUL20	08/03/2020		08/09/20	553.79
				553.79 71011183 54710000724	HARRISON BLDG PD/COURT BLDG NON CAP-ELECTRIC			
Invoice: 0120JUL20				242148 0120JUL20	08/03/2020		08/09/20	16.29
				16.29 91111263 547100	220 OLY DR ST LTS GG-STRT-STREET LIGHTING-UTIL			
Invoice: BKLYN&NTOWNJUL20				242149 BKLYN&NTOWNJUL20	08/03/2020		08/09/20	13.78
				13.78 91111263 547100	NEW BROOKLYN & N.TOWN ST LT GG-STRT-STREET LIGHTING-UTIL			
							CHECK 354232 TOTAL:	26,093.64
354233 08/12/2020 PRTD		7435 KAN MAN INC		241973 1915325	07/16/2020		08/09/20	280.00
Invoice: 1915325				280.00 73011768 545000	PW/EAGLE HARBOR CANS O&M-C/E-PARKS-OP LEASES			
Invoice: 1915326				241974 1915326	07/16/2020		08/09/20	90.00
				90.00 73011768 545000	PW/CREOSOTE CAN O&M-C/E-PARKS-OP LEASES			
Invoice: 1915327				241975 1915327	07/16/2020		08/09/20	90.00
				90.00 73435838 545000	PW/VINCENT RD CAN O&M-DECANT-RENTS			
Invoice: 1915328				241976 1915328	07/16/2020		08/09/20	90.00
				90.00 73011897 545000	PW/HIDDEN COVE CAN O&M-C/E-PWYD FAC-RENTS			
							CHECK 354233 TOTAL:	550.00
354234 08/12/2020 PRTD		8745 RELIABLE STORAGE BAI		242159 37835	08/03/2020		08/09/20	342.00
Invoice: 37835				342.00 53011212 545000	POL/STORAGE UNIT J28 POLICE - C/E PATROL RENTS			
							CHECK 354234 TOTAL:	342.00
354235 08/12/2020 PRTD		2409 RIVER OAKS COMMUNICA		241985 072720	07/27/2020		08/09/20	3,087.25
Invoice: 072720				3,087.25 32011152 54110001082	EX/TELCOM CONSULTATION SERVICES COMCAST FRANCHISE RENEWAL			

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

						INVOICE DTL DESC					
						CHECK	354235	TOTAL:			3,087.25
354236	08/12/2020	PRTD	617 S & B INC	242044	25505A	05/29/2020		08/09/20			2,774.21
			Invoice: 25505A			PW/FIELD SVCS					
				2,774.21	73421355	548100	WIN COLL-R&M				
						CHECK	354236	TOTAL:			2,774.21
354237	08/12/2020	PRTD	9531 THE SALES GROUP, INC	242045	072920-1	07/29/2020		08/09/20			708.50
			Invoice: 072920-1			EX/N95 RESPIRATORS					
				708.50	31011252	53110001069	COVID19-SUPPLIES				
						CHECK	354237	TOTAL:			708.50
354238	08/12/2020	PRTD	7245 SAN DIEGO POLICE EQU	242160	643545	07/29/2020		08/09/20			729.87
			Invoice: 643545			POL/AMMUNITION					
				73.00	51011211	531100	PD-C/E-ADM-SUPPLIES				
				73.00	52011212	531100	POLICE - C/E INVEST SUPPLIES				
				583.87	53011212	531100	PD-C/E-PATROL SUPPLIES				
						CHECK	354238	TOTAL:			729.87
354239	08/12/2020	PRTD	9500 LISA ALEX SANZO	241986	072120	07/21/2020		08/09/20			1,608.00
			Invoice: 072120			EX/ORCA MASK GRAPHICS:COVID					
				1,608.00	31011572	54245001069	COVID19-OUTREACH				
						CHECK	354239	TOTAL:			1,608.00
354240	08/12/2020	PRTD	1488 SETON CONSTRUCTION I	242046	PAYREQ1-708	07/30/2020	20200027	08/09/20			224,651.50
			Invoice: PAYREQ1-708			WYATT WAY RECONSTRUCTION					
				224,651.50	72321953	66300000708	WYATT-MAD TO LOVELL-CONSTR				
						CHECK	354240	TOTAL:			224,651.50
354241	08/12/2020	PRTD	6701 SHERWIN WILLIAMS	241987	2531-4	07/15/2020		08/09/20			198.83
			Invoice: 2531-4			PW/PAINT					
				32.36	73011897	531100	O&M-C/E-PWY FAC-SUPPLIES				
				166.47	73011183	531100	O&M-C/E-CH FAC-SUPPLIES				
						CHECK	354241	TOTAL:			198.83
354242	08/12/2020	PRTD	601 SOUND REPROGRAPHICS	241989	78715	07/21/2020		08/09/20			446.89
			Invoice: 78715			ENG/ROAD REPAIR SIGNS					
				446.89	72111421	54400001074	2020 ASPHALT REPAIRS-ADV				

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
Invoice: 78768				241990 78768	07/21/2020		08/09/20	138.70
							PCD/COMMISSIONER REVIEW COPIES	
				138.70 63470588 549500			CUR-DEV PLAN-COPIES/PRINTING	
Invoice: 77926				242047 77926	06/09/2020		08/09/20	54.02
							PW/ROAD CLOSURE SIGN	
				54.02 73020769 531100			O&M-ROAD ENDS-SUPPLIES	
Invoice: 78785				242048 78785	07/30/2020		08/09/20	591.77
							EX/COVID ORCA BOARDS: MOUNT	
				591.77 31011572 54245001069			COVID19-OUTREACH	
Invoice: 78890				242161 78890	08/04/2020		08/09/20	201.80
							EX/ORCA MASK SIGN	
				201.80 31011572 54245001069			COVID19-OUTREACH	
						CHECK	354242 TOTAL:	1,433.18
354243 08/12/2020 PRTD	05-01-19	9065	SOUNDWEST ENGINEERIN	242050 05-01-19	07/03/2020		08/09/20	3,546.25
Invoice: 05-01-19							COUNTRY CLUB BULKHEAD & CULVER	
				3,546.25 72111425 54110000781			CO CLUB RD BULKHEAD R&M-PRO SV	
						CHECK	354243 TOTAL:	3,546.25
354244 08/12/2020 PRTD	20-04600	8132	SPECTRA LABORATORIES	241991 20-04600	07/15/2020		08/09/20	126.96
Invoice: 20-04600							PW/ECOLI TESTING	
				126.96 73411345 54110000391			LAB SVCS-WATER	
Invoice: 20-04601				241992 20-04601	07/15/2020		08/09/20	21.16
							PW/ECOLI TESTING	
				21.16 73011897 54110000391			LAB SVCS-PWY FAC	
Invoice: 20-04602				241993 20-04602	07/15/2020		08/09/20	21.16
							PW/ECOLI TESTING	
				21.16 73415345 54110000391			LAB SVCS-WATER ROCKAWAY	
Invoice: 20-04754				242003 20-04754	07/21/2020		08/09/20	84.64
							PW/ECOLI TESTING	
				84.64 73411345 54110000391			LAB SVCS-WATER	
Invoice: 20-04904				242004 20-04904	07/22/2020		08/09/20	43.80
							PW/FLOURIDE TESTING	
				43.80 73411345 54110000391			LAB SVCS-WATER	
Invoice: 20-04905				242005 20-04905	07/22/2020		08/09/20	63.02
							PW/ROCKAWAY TESTING	
				63.02 73415345 54110000391			LAB SVCS-WATER ROCKAWAY	
				242051 20-04822	07/22/2020		08/09/20	114.00

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

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

Invoice: 20-04822						PW/WWTP BOD TESTING			
				114.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
				242058	20-05035	07/27/2020		08/09/20	92.00
Invoice: 20-05035						PW/WWTP BOD TESTING			
				92.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
				242059	20-05103	07/28/2020		08/09/20	215.00
Invoice: 20-05103						PW/WWTP TESTING			
				215.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
								CHECK 354244 TOTAL:	781.74
354245	08/12/2020	PRTD	2467 STAPLES	242006	8058913166	07/04/2020		08/09/20	532.43
Invoice: 8058913166						PW/OFFICE SUPPLIES			
				532.43	73637891 531100	OFFICE SUPPLIES			
				242162	3453199227	08/01/2020		08/09/20	13.11
Invoice: 3453199227						POL/DISINFECTANT WIPES			
				13.11	51011252 53110001069	COVID19-SUPPLIES			
				242163	3453199228	08/01/2020		08/09/20	297.89
Invoice: 3453199228						POL/OFFICE SUPPLIES			
				148.95	51011211 531100	PD-C/E-ADM-SUPPLIES			
				59.58	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				89.36	53011212 531100	PD-C/E-PATROL SUPPLIES			
				242164	3453199229	08/01/2020		08/09/20	31.97
Invoice: 3453199229						POL/PATROL MEMO PADS			
				31.97	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK 354245 TOTAL:	875.40
354246	08/12/2020	PRTD	2122 STERICYCLE INC	242007	3005183346	07/13/2020		08/09/20	10.36
Invoice: 3005183346						POL/BIOHAZARD DISPOSAL			
				10.36	51011211 541100	PD-C/E-ADM-PROF SVCS			
								CHECK 354246 TOTAL:	10.36
354247	08/12/2020	PRTD	5730 SUMMIT LAW GROUP	242008	115318	07/20/2020		08/09/20	2,759.00
Invoice: 115318						LEGAL/PROF SVCS JUN20			
				759.00	32011152 54111000274	LGL-LABOR NEGOTIATIONS			
				2,000.00	32011152 54111000870	LGL-HR (NON-BARGAINING)			
								CHECK 354247 TOTAL:	2,759.00

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

INVOICE DTL DESC								
354248	08/12/2020	PRTD 8331 SUMMIT TOWING, INC.	242009	09904	07/21/2020		08/09/20	734.07
		Invoice: 09904			POL/VEHICLE TOWING			
			183.52	53011212 548100	POLICE - C/E PATROL MAINTENANC			
			183.52	51011211 548100	PD-C/E-ADMIN REPAIRS			
			367.03	52011212 548100	POLICE - C/E INVEST REPAIRS			
							CHECK 354248 TOTAL:	734.07
354249	08/12/2020	PRTD 8244 THE HOME DEPOT PRO	241970	554489203	06/04/2020		08/09/20	86.59
		Invoice: 554489203			PW/HAND SANITIZER			
			86.59	73011252 53110001069	COVID19-SUPPLIES			
			241971	554980847	06/08/2020		08/09/20	1,669.01
		Invoice: 554980847			PW/DISINFECTANT			
			1,669.01	73011252 53110001069	COVID19-SUPPLIES			
							CHECK 354249 TOTAL:	1,755.60
354250	08/12/2020	PRTD 7748 SURACI, MIKE & ANDRE	241884	87832	07/27/2020		08/09/20	7.15
		Invoice: 87832			UB 13085 10250 CASEY STREET			
			7.15	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK 354250 TOTAL:	7.15
354251	08/12/2020	PRTD 6746 SYMBOL ARTS	242165	0355692-IN	07/30/2020		08/09/20	141.72
		Invoice: 0355692-IN			POL/FLAT BADGE: CLARK			
			141.72	51011211 531100	PD-C/E-ADM-SUPPLIES			
			242166	0355709-IN	07/31/2020		08/09/20	272.50
		Invoice: 0355709-IN			POL/PATROL BADGES X2			
			272.50	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK 354251 TOTAL:	414.22
354252	08/12/2020	PRTD 6714 TOSHIBA FINANCIAL SE	242011	27473090	07/22/2020		08/09/20	224.23
		Invoice: 27473090			CRT/COPIER LEASE			
			224.23	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK 354252 TOTAL:	224.23
354253	08/12/2020	PRTD 2190 UNITED PARCEL SERVIC	242013	000028Y3Y1300	07/25/2020		08/09/20	10.94
		Invoice: 000028Y3Y1300			POL/SHIPPING			
			10.94	91011215 542500	GG-C/E-PD-POSTAGE			

CASH ACCOUNT: 635 111100 CASH			VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME						
INVOICE DTL DESC								
							CHECK 354253 TOTAL:	10.94
354254	08/12/2020	PRTD 1152 USA BLUE BOOK	242060	287661	07/07/2020		08/09/20	16.63
Invoice: 287661			16.63	73425358 531100	PW/BURNER WICKS O&M-WWTP-SUPPLIES			
Invoice: 295223			242061	295223	07/14/2020		08/09/20	398.33
Invoice: 282496			398.33	73425358 531100	PW/EYEWASH, PIPETS, TUBING O&M-WWTP-SUPPLIES			
Invoice: 301616			242062	282496	06/30/2020		08/09/20	291.72
Invoice: 307508			291.72	73425358 531100	PW/CHLORINE, CLEANING COMPOUND O&M-WWTP-SUPPLIES			
Invoice: 301616			242063	301616	07/20/2020		08/09/20	340.27
Invoice: 307508			340.27	73425358 531100	PW/BOD SOLN, PETRI DISHES O&M-WWTP-SUPPLIES			
Invoice: 307508			242064	307508	07/24/2020		08/09/20	170.32
Invoice: 307508			170.32	73425358 531100	PW/GLOVES O&M-WWTP-SUPPLIES			
							CHECK 354254 TOTAL:	1,217.27
354255	08/12/2020	PRTD 9525 VINOLY, ALISON	241881	87829	07/27/2020		08/09/20	29.11
Invoice: 87829			29.11	411 122100	UB 11020 1239 HAWLEY WAY NE WATER ACCOUNTS RECEIVABLE			
							CHECK 354255 TOTAL:	29.11
354256	08/12/2020	PRTD 5709 WEBCHECK INC	242065	6692	07/31/2020		08/09/20	376.05
Invoice: 6692			188.02	43411341 541100	UB/JULY SERVICES FIN - WATER ADMIN PROF SERVICE			
Invoice: 6692			188.03	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK 354256 TOTAL:	376.05
354257	08/12/2020	PRTD 9160 WEST SOUND PLUMBING	242071	10457	07/13/2020		08/09/20	182.68
Invoice: 10457			182.68	73011183 541100	PW/URINAL REPAIR O&M-C/E-CH FAC-PROF SVCS			
							CHECK 354257 TOTAL:	182.68
354258	08/12/2020	PRTD 499 WESTBAY AUTO PARTS I	242066	558580	07/17/2020		08/09/20	22.86
Invoice: 558580			22.86	73638935 531100	PW/RELAY O&M-STD ALLOCATION-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

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

						INVOICE DTL DESC			
				242067	559473	07/21/2020		08/09/20	28.93
			Invoice: 559473			PW/AIR FILTERS			
				28.93	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				242068	559698	07/22/2020		08/09/20	87.11
			Invoice: 559698			PW/BLUE DEF 2.5 GAL			
				87.11	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				242069	559704	07/22/2020		08/09/20	89.60
			Invoice: 559704			PW/GREASE CART			
				89.60	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				242070	559841	07/22/2020		08/09/20	9.88
			Invoice: 559841			PW/CLEANING WIPES			
				9.88	73011151 531100	O&M-C/E-PD FLEET-SUPPLIES			
							CHECK	354258 TOTAL:	238.38
354259	08/12/2020	PRTD	6920 COMCAST	242072	AUG20	07/20/2020		08/09/20	11.28
			Invoice: AUG20			POL/HD CONVERTER BOX			
				11.28	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK	354259 TOTAL:	11.28
354260	08/12/2020	PRTD	2607 ZEE MEDICAL SERVICE	242073	68404433	07/23/2020		08/09/20	220.13
			Invoice: 68404433			CRT/FIRST AID RESTOCK			
				220.13	21011125 531100	COURT - SUPPLIES			
				242168	68404493	08/03/2020		08/09/20	199.51
			Invoice: 68404493			POL/FIRST AID RESTOCK			
				199.51	51011215 531100	POLICE - C/E FACIL SUPPLIES			
							CHECK	354260 TOTAL:	419.64
354261	08/12/2020	PRTD	9523 PADITU LLC	242172	13076	07/27/2020		08/09/20	109.42
			Invoice: 13076			UB 13076 401 MADRONA WAY NE #3			
				109.42	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	354261 TOTAL:	109.42

08/05/2020 14:11
cfreitas

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

|P 27
|apcshdsb

NUMBER OF CHECKS 97 *** CASH ACCOUNT TOTAL *** 443,315.89

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	96	443,315.89
TOTAL VOIDED CHECKS	1	.00

*** GRAND TOTAL *** 443,315.89

08/05/2020 14:11
cfreitas

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

|P 28
|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	T OB	DEBIT	CREDIT
						LINE DESC					
2020	8	42									
APP	402-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		25,386.70	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		08/12/2020	08/09/20	081220			CASH			443,315.89
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		11,549.64	
								AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000		08/12/2020	08/09/20	081220			STREETS - ACCOUNTS PAYABLE		11,453.89	
								AP CASH DISBURSEMENTS JOURNAL			
APP	001-213000		08/12/2020	08/09/20	081220			GENERAL - ACCOUNTS PAYABLE		134,263.42	
								AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		7,505.75	
								AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		13,851.47	
								AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		5,772.98	
								AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		3,185.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	108-213000		08/12/2020	08/09/20	081220			AFFORD HSG - ACCOUNTS PAYABLE		1,125.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	301-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		228,802.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	901-213000		08/12/2020	08/09/20	081220			ACCOUNTS PAYABLE		420.04	
								AP CASH DISBURSEMENTS JOURNAL			
										-----	-----
GENERAL LEDGER TOTAL										443,315.89	443,315.89
APP	631-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING		435,810.14	
APP	402-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING			25,386.70
APP	401-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING			11,549.64
APP	101-130000		08/12/2020	08/09/20	081220			STREETS - DUE TO/FROM CLEARING			11,453.89
APP	001-130000		08/12/2020	08/09/20	081220			GENERAL - DUE TO/FROM CLEARING			134,263.42
APP	407-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING			13,851.47
APP	403-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING			5,772.98
APP	650-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING			3,185.00
APP	108-130000		08/12/2020	08/09/20	081220			AFFORD HSG DUE TO/FROM CLEAR'G			1,125.00
APP	301-130000		08/12/2020	08/09/20	081220			DUE TO/FROM CLEARING			228,802.00

08/05/2020 14:11
cfreitas

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

|P 29
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	08/12/2020	08/09/20	081220						
APP 901-130000						DUE TO/FROM CLEARING			420.04
	08/12/2020	08/09/20	081220						
SYSTEM GENERATED ENTRIES TOTAL								435,810.14	435,810.14
JOURNAL 2020/08/42 TOTAL								879,126.03	879,126.03

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2020 8	42	08/12/2020			
001-130000				GENERAL - DUE TO/FROM CLEARING		134,263.42
001-213000				GENERAL - ACCOUNTS PAYABLE	134,263.42	
				FUND TOTAL	134,263.42	134,263.42
101 STREET FUND	2020 8	42	08/12/2020			
101-130000				STREETS - DUE TO/FROM CLEARING		11,453.89
101-213000				STREETS - ACCOUNTS PAYABLE	11,453.89	
				FUND TOTAL	11,453.89	11,453.89
108 AFFORDABLE HOUSING FUND	2020 8	42	08/12/2020			
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		1,125.00
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	1,125.00	
				FUND TOTAL	1,125.00	1,125.00
301 CAPITAL CONSTRUCTION FUND	2020 8	42	08/12/2020			
301-130000				DUE TO/FROM CLEARING		228,802.00
301-213000				ACCOUNTS PAYABLE	228,802.00	
				FUND TOTAL	228,802.00	228,802.00
401 WATER OPERATING FUND	2020 8	42	08/12/2020			
401-130000				DUE TO/FROM CLEARING		11,549.64
401-213000				ACCOUNTS PAYABLE	11,549.64	
				FUND TOTAL	11,549.64	11,549.64
402 SEWER OPERATING FUND	2020 8	42	08/12/2020			
402-130000				DUE TO/FROM CLEARING		25,386.70
402-213000				ACCOUNTS PAYABLE	25,386.70	
				FUND TOTAL	25,386.70	25,386.70
403 STORM & SURFACE WATER FUND	2020 8	42	08/12/2020			
403-130000				DUE TO/FROM CLEARING		5,772.98
403-213000				ACCOUNTS PAYABLE	5,772.98	
				FUND TOTAL	5,772.98	5,772.98
407 BUILDING & DEVELOPMENT FUND	2020 8	42	08/12/2020			
407-130000				DUE TO/FROM CLEARING		13,851.47
407-213000				ACCOUNTS PAYABLE	13,851.47	
				FUND TOTAL	13,851.47	13,851.47
631 CLEARING FUND	2020 8	42	08/12/2020			

08/05/2020 14:11
cfreitas

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

|P 31
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	435,810.14	
631-213000				ACCOUNTS PAYABLE	7,505.75	
635-111100				CASH		443,315.89
FUND TOTAL					443,315.89	443,315.89
650 AGENCY FUND	2020 8	42	08/12/2020			
650-130000				DUE TO/FROM CLEARING		3,185.00
650-213000				ACCOUNTS PAYABLE	3,185.00	
FUND TOTAL					3,185.00	3,185.00
901 CITY-WIDE REPORTING FUND	2020 8	42	08/12/2020			
901-130000				DUE TO/FROM CLEARING		420.04
901-213000				ACCOUNTS PAYABLE	420.04	
FUND TOTAL					420.04	420.04

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM

001 GENERAL FUND		134,263.42
101 STREET FUND		11,453.89
108 AFFORDABLE HOUSING FUND		1,125.00
301 CAPITAL CONSTRUCTION FUND		228,802.00
401 WATER OPERATING FUND		11,549.64
402 SEWER OPERATING FUND		25,386.70
403 STORM & SURFACE WATER FUND		5,772.98
407 BUILDING & DEVELOPMENT FUND		13,851.47
631 CLEARING FUND	435,810.14	
650 AGENCY FUND		3,185.00
901 CITY-WIDE REPORTING FUND		420.04
	-----	-----
TOTAL	435,810.14	435,810.14

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

Retainage Release
CF 8/15/20

08/05/2020 08:33 | CITY OF BAINBRIDGE ISLAND
 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: 628 111100 CASH-RETAINAGE

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

INVOICE DTL DESC

194	08/05/2020	PRTD	9331 PRECISION CONCRETE C	241911	RETREL-1039	07/21/2020	RT072920		4,434.18
	Invoice: RETREL-1039							2019 SIDEWALK REPAIR RETAINAGE+INT	
				4,434.18	41628860 586000			RETAINAGE RELEASE	

CHECK 194 TOTAL: 4,434.18

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 4,434.18

	COUNT	AMOUNT
--	-------	--------

TOTAL PRINTED CHECKS	1	4,434.18
----------------------	---	----------

*** GRAND TOTAL *** 4,434.18

08/05/2020 08:33
cfreitas

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

|P 2
|apcshdsb

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				
2020 8	25								
APP 622-213000					ACCOUNTS PAYABLE		4,434.18		
	08/05/2020	RT072920	RETREL		AP CASH DISBURSEMENTS JOURNAL				
APP 628-111100					CASH-RETAINAGE			4,434.18	
	08/05/2020	RT072920	RETREL		AP CASH DISBURSEMENTS JOURNAL				
						JOURNAL 2020/08/25	TOTAL	4,434.18	4,434.18

08/05/2020 08:33
cfreitas

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622 EXPENDABLE TRUST FUND	2020 8	25	08/05/2020			
622-213000				ACCOUNTS PAYABLE	4,434.18	
628-111100				CASH-RETAINAGE		4,434.18
FUND TOTAL					4,434.18	4,434.18

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, July 28, 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:

[City Council Regular Business Meeting Minutes July 28, 2020.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JULY 28, 2020

MEETING MINUTES

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

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

Mayor Schneider, Deputy Mayor Deets, and Councilmembers Carr, Hytopoulos, Nassar and Pollock were present. Councilmember Medina was absent and excused.

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

Deputy Mayor Deets moved and Councilmember Carr seconded to approve the agenda as presented. The motion was approved unanimously, 6-0. There were no conflicts of interest disclosed.

3) [PUBLIC COMMENT](#)

3.A Instructions for Providing Public Comment in Remote Meetings - City Clerk

[Cover Page](#)

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

Cindy Anderson commented on the previous issuance of bonds.

Erin Phillips commented on Council leadership during this time of crisis.

Mike Suraci commented on the column written by Councilmember Pollock.

Greg Dronkert spoke in support of the COVID -19 Economic Recovery Plan.

Ron Peltier commented on the City Manager search process.

Brenda Fantroy-Johnson spoke regarding race equity.

Ashley Mathews commented on race equity issues.

Lisa Neal commented on the Island Center sewer study.

Sal DeRosalia spoke regarding the proposed COVID-19 Economic Recovery Plan.

Kevin Dwyer mentioned the passing of Rex Oliver. He spoke in favor of the Economic Recovery Plan.

Tim Self spoke about Council dynamics.

Deanna Martinez spoke regarding race equity.

4) [MAYOR'S REPORT](#)

Mayor Schneider mentioned the new speaker timer, the reconvening of a weekly COVID-19 meeting for Kitsap County leaders, the appointment of a new Kitsap County Health Officer, and concern about Kitsap County's COVID-19 status. She acknowledged the passing of Rex Oliver, former Chamber of Commerce President, and his work with the Chamber.

5) [CITY MANAGER'S REPORT](#)

City Manager Smith commented on the Island Center sewer study and Governor Inslee's indefinite hold for counties to move to the next phase.

6) [FUTURE COUNCIL AGENDAS](#)

6.A [Future Council Agendas](#)

[Cover Page](#)

[080420 City Council Study Session Agenda.pdf](#)

[081120 City Council Regular Business Meeting Agenda.pdf](#)

[081820 City Council Study Session.pdf](#)

[082520 City Council Regular Business Meeting Agenda.pdf](#)

City Manager Smith introduced the agenda item and addressed Council's questions. Councilmember Carr asked to table the Accessory Dwelling Unit item scheduled for August 11, 2020, and Council discussed the topic.

MOTION: I would like to make a motion to refer this matter [Accessory Dwelling Unit discussion] to the joint subcommittee.

Pollock/Nassar: The motion carried, 5 – 1.

AYES: Carr, Deets, Nassar, Pollock, Schneider

NOES: Hytopoulos

ABSENT: Medina

ABSTAIN: None

7) [UNFINISHED BUSINESS](#)

7.A [Next Steps for City Manager Search Process – Mayor Schneider](#)

[Cover Page](#)

Ron Holifield of Strategic Government Resources responded to Council's questions on the City Manager search process.

Council directed staff to provide additional community outreach including an ad in both local papers, a project page on the City's web site, and a process for public comment.

7.B [Monthly Update on 2020 Revenue and Expenses Forecasts - Executive](#)

[Cover Page](#)

Financial Presentation June Update - for CC 07282020

Deputy City Manager Schroer provided the monthly update on 2020 revenue and expense forecasts and responded to Council's questions.

7.C Update on PSRC Vision 2050 and Countywide Planning Policies - Planning

- Cover Page
- Staff Memo on Countywide Centers 20202807
- PSRC Vision 2050 Population Allocation.docx
- August 2019 Council Update PSRC Vision 2050.docx
- Winslow Master Plan Study Area

Planning Director Wright and Paul Ingraham of the Puget Sound Regional Council (PSRC) provided a presentation on PSRC Vision 2050 and countywide planning policies. They addressed Council's questions on the Countywide Center designation.

7.D Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program - Executive

- Cover Page
- Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program
- Redline - Councilmember Hytopoulos' Proposed Revisions to the Code of Conduct and Ethics Program - From 6-30-20 Council Meeting

Councilmember Hytopoulos introduced the agenda item.

MOTION: I move to forward Resolution No. 2020-13 for approval with the August 11, 2020 Consent Agenda.

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

- AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
- NOES:** None
- ABSENT:** Medina
- ABSTAIN:** None

7.E Recommendation from Ad Hoc Committee on Economic Recovery - Mayor Schneider, Deputy Mayor Deets, and Councilmember Medina

- Cover Page
- COVID-19 Economic Recovery Plan Recommendations for Bainbridge Island.pdf
- BIDA COVID-19 Funding Request.pdf
- BILA & VBI COVID-19 Funding Request.pdf
- City of Poulsbo COVID-19 Business Recovery Plan (Draft).pdf
- Poulsbo Summer Fair rules RF edit.pdf

Councilmember Deets introduced the agenda item, and Council discussed the recommendations.

MOTION: I move to plan for the City to submit eligible expenses incurred by the City itself up to the full amount of the CARES funding allocation currently planned for roughly \$736,000.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
NOES: None
ABSENT: Medina
ABSTAIN: None

MOTION: I move to direct the City Manager to enter into a professional services agreement with the Chamber of Commerce and/or BIDA to support their Save our Stores Program in an amount not to exceed \$20,000.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
NOES: None
ABSENT: Medina
ABSTAIN: None

MOTION: I move to direct the City Manager to consider reimbursement to BIDA for CARES eligible expenses in an amount not to exceed \$5,000.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
NOES: None
ABSENT: Medina
ABSTAIN: None

Council's consensus was to invite a representative from the Bainbridge Island Metropolitan Park and Recreation District to present their CARES funding request to Council at an upcoming meeting.

7.F Race Equity Task Force Workplan Item Related to Recommendation for the Formation of a Standing Advisory Committee - Councilmember Nassar
[Cover Page](#)

Councilmember Nassar introduced the agenda item.

MOTION: I move to approve the Race Equity Task Force to work to develop a proposal for Council consideration on the formation of a standing advisory committee, as part of their 2020 workplan.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
NOES: None
ABSENT: Medina
ABSTAIN: None

Mayor Schneider adjourned the meeting for a break at 9:38 p.m. and reconvened the meeting at 9:45 p.m.

8) NEW BUSINESS

8.A Lovell Avenue Sewer Beach Mains Project Professional Services Agreement - Public Work
[Cover Page](#)
[Professional Services Agreement - Skillings Connolly.docx](#)

[Lovell Sewer Presentation.pptx](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the Lovell Avenue Sewer Beach Mains Design Professional Services Agreement to the August 11, 2020 Consent Agenda and to authorize the City Manager to bring forward a second quarter budget amendment of \$45,000 from the Sewer Fund for the Lower Lovell Pump Station Project, as well as move \$200,000 in Sewer funds for the Sunday Cove Gravity Sewers Project currently programmed in 2022 to the current year.

Nassar/Hytopoulos: The motion carried unanimously, 6 – 0.

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider

NOES: None

ABSENT: Medina

ABSTAIN: None

8.B Comcast Cable TV Franchise Renewal - Overview of Public Process - Executive

[Cover Page](#)

[Ordinance No. 2016-10 Comcast Cable Franchise Approved 061416](#)

[Comcast Cable TV Franchise Agreement FAQs](#)

[Overview of the Comcast Cable TV Franchise Renewal Public Process](#)

Deputy City Attorney Sepler provided information on the franchise renewal public process and responded to Council's questions.

8.C Ordinance No. 2020-18, Providing Flexibility for Remote Meetings of Certain City Advisory Groups - Executive

[Cover Page](#)

[Ordinance No. 2020-18, Providing Flexibility for Remote Meetings of Certain City Advisory Groups](#)

[Resolution No. 2020-06 - COVID-19 - Affirming Proclamation of Emergency - Approved 031020](#)

Deputy City Attorney Sepler introduced the agenda item.

MOTION: I move to approve Ordinance No. 2020-18.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider

NOES: None

ABSENT: Medina

ABSTAIN: None

8.D Letter of Support for Bainbridge Island Land Trust Property Acquisition, Executive

[Cover Page](#)

[DRAFT City of Bainbridge Island RBP Letter of Support.doc](#)

[City of Bainbridge Island Council Member Conferral 5-29-20.pdf](#)

[Rockaway Bluff Preserve Project Description5-26-20.pdf](#)

[Rockaway Bluff Preserve Mapscompressed 5-26.pdf](#)

City Manager Smith introduced the agenda item.

MOTION: I move to approve having Mayor Schneider sign the proposed letter of support for the Bainbridge Island Land Trust's application for grant funds from the Washington State Recreation and Conservation Office.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider

NOES: None

ABSENT: Medina

ABSTAIN: None

8.E Letter of Support for Bainbridge Island Metropolitan Park and Recreation District's Grant Application for Hidden Cove Park II - Executive

[Cover Page](#)

[City Support Letter -July 2020.pdf](#)

[Narrative.pdf](#)

[LOCATION & POPULATION PROXIMITY MAP2020.pdf](#)

[map | 1920x1080 Parcel to be acquired.pdf](#)

Mayor Schneider noted that this item was previously introduced by the City Manager but requires a separate motion.

MOTION: I move to authorize the Mayor to sign a letter of support for the Park District's grant application for Hidden Cove Park II.

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

AYES: Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider

NOES: None

ABSENT: Medina

ABSTAIN: None

9) COUNCIL DISCUSSION

9.A Options for a Council Discussion on Conduct and Process - Councilmember Hytopoulos

[Cover Page](#)

Councilmember Hytopoulos stated that she has concerns about the mediation process and would like to come forward with a different proposal.

10) CONSENT AGENDA

10.A Agenda Bill for Consent Agenda

[Cover Page](#)

10.B Accounts Payable and Payroll

[Cover Page](#)

[AP Report to Council of Cash Disbursements 07-29-20.pdf](#)

[Payroll.pdf](#)

Accounts Payable: check number 354031 from previous run = \$1,974.61; manual check number sequence 354032 – 354154 = \$96,741.00; regular check number sequence 354045 - 354143 =

\$245,291.79. Total disbursement = \$342,032.79.

Payroll: normal direct deposit check sequence 48435 – 48566= \$339,668.12; regular payroll check sequence 109408 - 109409 = \$3,453.23; vendor check run sequence 109410 - 109416 = \$126,447.75; Federal Tax Electronic Funds Transfer = \$123,855.80. Total disbursement = \$584,424.90.

10.C City Council Study Session Minutes, July 7, 2020

[Cover Page](#)

[City Council Study Session Minutes, July 7, 2020](#)

10.D Regular City Council Business Meeting Minutes, July 14, 2020

[Cover Page](#)

[Regular City Council Business Meeting Minutes, July 14, 2020](#)

10.E Emergency COVID-19 Cleaning Contract Amendment No. 1 - Public Works

[Cover Page](#)

[Janitorial Covid Orig Contract - Exec.pdf](#)

[Janitorial Covid Contract Amendment No. 1 Exec.pdf](#)

[Resolution No. 2020-06 COVID-19 - Affirming Proclamation of Emergency Approved 031020.pdf](#)

**10.F Springbrook Creek and Manzanita Creek Watershed Planning – Department of Ecology
Puget Sound Natural Estuary Program Grant Acceptance and Budget Amendment -
Public Works**

[Cover Page](#)

[2018 NTA Watershed Planning Email.pdf](#)

10.G Chlorine Generator Upgrades Professional Services Agreement - Public Works

[Cover Page](#)

[PSA with RH2 Engineering, Inc.](#)

[Attachment C to PSA with RH@Engineering, Inc.](#)

10.H Bainbridge Parks Foundation Bench Donations - Public Works

[Cover Page](#)

[Bench Donation Agreement.docx](#)

[Attachment A Bench description.pdf](#)

[Attachment B Bench locations.pdf](#)

**10.I Ordinance 2020-03 “Housekeeping” Changes: Revising Chapters 2.14, 2.16, 18.09, 18.12,
18.15, and 18.36 BIMC - Planning**

[Cover Page](#)

[July 14 Staff Memo for Housekeeping Ordinance](#)

[Title 2 Changes Summary Table](#)

[Title 18 Changes Summary Table](#)

[Ordinance No. 2020-03](#)

[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](#)

- 10.J 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**
[Cover Page](#)
[Resolution No. 2020-04 Amending Fee Schedule.pdf](#)
- 10.K Resolution No. 2020-14, Authorizing Use of Electronic Signatures in City Business - Executive**
[Cover Page](#)
[Resolution No. 2020-14 Authorizing Use of Electronic Signatures](#)
- 10.L Agreement with the Kitsap Public Health District for Network Improvements, Security Consultation, and Training - Executive**
[Cover Page](#)
[Bainbridge Island - Kitsap Public Health - Network Security Consultation and Training Agreement](#)

Councilmember Nassar moved and Deputy Mayor Deets seconded to approve the Consent Agenda as presented. The motion carried unanimously, 6-0.

11) COMMITTEE REPORTS

Councilmember Carr provided an update on the first Joint City and Council Planning Commission Land Use Subcommittee meeting. Following discussion, Council's consensus was to forward the recommendations on the Planning Commission appointment process to the Race Equity Task Force and to place the item on the August 11, 2020 City Council meeting.

12) FOR THE GOOD OF THE ORDER

Mayor Schneider mentioned the deadline for committee applications is July 31, 2020.

In response to Councilmember Nassar's inquiry, City Manager Smith recommended that concerns regarding the City's Road Ends be directed to SeeClickFix.

Council discussed the opinion letter submitted by Councilmember Pollock.

13) ADJOURNMENT

Mayor Schneider adjourned the meeting at 11:01 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program - Executive,

SUMMARY: Continued Council consideration of updates to the Code of Conduct and Ethics Program.

AGENDA CATEGORY: Resolution

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: Since the start of 2020, City Council has been considering revisions to the City's Code of Conduct and Ethics Program. The revisions were originally proposed by Councilmember Hytopoulos, and would significantly change the Program to more clearly separate into different tracks complaints related to the Code of Conduct (Article I) and complaints related to the Code of Ethics (Article II).

At its meeting on June 9, 2020, the City Council expressed interest in this approach and Councilmember Hytopoulos was asked to bring her proposed revisions back to the Council for further consideration. The Council continued its consideration of Councilmember Hytopoulos' proposed edits on both June 23, 2020, and June 30, 2020. Following Council discussion on June 30, 2020, the Council requested that the City Attorney's Office prepare a resolution to adopt Councilmember Hytopoulos' proposed edits to the Code of Conduct and Ethics Program and correct cross references, formatting, and other similar scrivener or clerical errors. In addition, Council discussion on June 30, 2020, indicated a desire to amend Article VII of the Code of Conduct and Ethics Program to remove the sunset provision and instead provide for an annual review of the Program by the City Council.

Attached is Resolution No. 2020-13, which would adopt Councilmember Hytopoulos' proposed edits to the Code of Conduct and Ethics Program and amend Article VII of the Program to remove the sunset provision and

instead provide for an annual review of the Program by the City Council. For reference, also attached is a redlined version of Councilmember Hytopoulos' proposed edits.

ATTACHMENTS:

[Resolution No. 2020-13, Updating the City's Code of Conduct and Ethics Program](#)

[Redline - Councilmember Hytopoulos' Proposed Revisions to the Code of Conduct and Ethics Program - From 6-30-20 Council Meeting](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2020-13

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, 2018-10, and 2019-26; and

WHEREAS, the City Council now desires to further update the City’s 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 Code of Conduct and Ethics Program adopted by Resolution No. 2019-26 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. Corrections. The City Clerk, following review by the City Attorney’s Office, is authorized to make corrections to **Exhibit A** that are necessary to correct errors in cross references, the numbering of sections or subsections, and other scrivener or clerical errors.

Section 3. Effective Date. This resolution shall take effect immediately.

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: July 24, 2020
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2020-13

Exhibit A: Code of Conduct and Ethics Program

EXHIBIT A

**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

Resolution No. 2020-13

Effective Date: July 28, 2020

Table of Contents

- Introduction.....7
- ARTICLE I - CODE OF CONDUCT8
 - A. Preamble.....8
 - B. Core Values8
 - 1. Service, Helpfulness, Innovation..... 8
 - 2. Integrity 8
 - 3. Equality, Fairness, Mutual Respect 8
 - 4. Responsibility, Stewardship, Recognition..... 8
 - C. Ethical Principles.....8
 - 1. Obligations to the Public 8
 - 2. Obligations to Others..... 9
 - 3. Obligations Regarding the Use of Public Resources..... 9
- ARTICLE II - CODE OF ETHICS.....10
 - A. Gifts and Compensation10
 - 1. Limitations on City-Related Gifts and Outside Compensation 10
 - 2. Exceptions to Gift Limitations 10
 - 3. Immediate Family Gift Exception 11
 - B. Use of City Property by Councilmembers.....11
 - C. Confidentiality.....11
 - D. Conflict of Interest – General.....11
 - 1. Applications of Conflict of Interest 11
 - 2. Conflict of Interest Exceptions for Councilmembers 12
 - 3. Conflict of Interest Exceptions for Members of City Committees and Commissions 12
 - 4. Disclosure for Councilmembers 13
 - E. Conflict of Interest – After Leaving Elected City Office13
 - F. Conflict of Interest – Members of City Committees or Commissions and Employment.....13
 - G. Conflict of Interest – Family Members of Councilmembers.....13
 - 1. Appointment of Family Members 13
 - 2. Supervision of Family Members 14
 - 3. Waivers 14
 - H. Conflict of Interest – Contractors.....14
 - I. Conflict of Interest - Individuals Serving on City Committees and Commissions14
 - J. Conduct of Public Meetings14
 - K. Conflict of Interest – Individuals Serving on the Ethics Board.....14

ARTICLE III - SUBMISSION AND REVIEW OF CODE OF CONDUCT COMPLAINTS, CODE OF ETHICS COMPLAINTS, REQUESTS FOR WAIVERS, AND REQUESTS FOR ADVISORY OPINIONS	15
A. Submission and Review of Code of Conduct Complaints	15
B. Submission and Review of Ethics Complaints.....	18
C. Review of Complaints Concerning City Employees.....	21
D. Requests for Advisory Opinions by City Councilmembers or Members of City Committees or Commissions	22
E. Waivers.....	23
F. Effect of Advisory Opinion or Waiver.....	23
ARTICLE IV - HEARING EXAMINER REVIEW AND POSSIBLE SANCTIONS.....	24
A. Hearing Examiner Review of Article II Complaints.....	24
B. Action by City Council upon Hearing Examiner’s Findings and Conclusion	25
ARTICLE V - ETHICS BOARD	26
A. Creation, Terms, and Appointments.....	26
1. Membership of Ethics Board.....	26
2. Qualifications of Board Members	26
3. Method of Appointment	26
4. Terms of Appointment.....	26
5. Removal of Board Members.....	27
6. Compensation	27
7. Rules	27
8. Consultation with City Attorney.....	27
9. Liaison to the Ethics Board.	27
B. Training Provided by the Ethics Board.....	27
C. Training Provided to the Ethics Board.....	28
D. Annual Report	28
ARTICLE VI - DEFINITIONS	29
“City Committees and Commissions” and “City Committee or Commission”	29
“Confidential Information”	29
“Direct official action”	29
“Direct line of supervision”.....	29
“Fact-finding”	30
“Gift”	30
“Immediate family”	30
“Legislation of General Application”	30
“Major Contractor”	30
“Political Action Committee”	30
“Question of Fact”	30

“Reconciliation”30
“Rule of Necessity”30
ARTICLE VII - CITY COUNCIL REVIEW OF CODE OF CONDUCT AND ETHICS
PROGRAM.....31

**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

Introduction

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.

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.

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

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 A.2 and A.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 that may be accepted by those individuals subject to Subsection A.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 Subsection A.1 above 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 D.2 or D.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. Have any substantial direct or indirect contractual employment related to the matter;

- b. Have 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. Are 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 D.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 D.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 D.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 D.1 during each meeting of the City Committee or Commission in which the conflict of interest under Subsection D.1 occurs or may occur;

b. Who fully disclose the basis for the conflict of interest under Subsection D.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 G.3 below.

3. Waivers

Waivers from the requirements of Subsections G.1 and G.2 above 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 COMPLAINTS, 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 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 A.4 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. The City Clerk shall forward the notice of dismissal to the complainant and respondent
 - 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 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 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 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 individually shall be presumptively referred to mediation. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by not treating that resident with civility and respect related to a particular interpersonal transaction). Complaints alleging conduct not directed at the complainant shall be presumptively referred to the process set forth in A.6 below. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by using public resources in a manner that fails to meet the standard of accepting responsibility for the stewardship of public resources). The City Clerk shall forward the threshold determination and recommendation to the complainant and respondent and refer the complaint to the mediation process as described in Subsection A.5 below, back to the Ethics Board for an advisory opinion as described in Subsection A.6 below, or, for complaints concerning members of the Ethics Board, to the Hearing Examiner, who shall prepare an advisory opinion as described in Subsection A.6 below in place of the Ethics Board.
5. As soon as practicable following receipt of a threshold determination under Article III, Subsection A.4.c, that includes a recommendation for mediation, the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.
- 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 Subsection A.6 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 Subsection A.6 below in place of the Ethics Board. If the parties engage in mediation, no further action shall occur under the ethics program.

6. Upon referral back to the Ethics Board of a complaint pursuant to Subsection 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, forward to the City Clerk an advisory opinion, with identifying information as to the complainant and individual(s) names in the complaint deleted, for publication. The City Clerk shall provide notice to both the complainant and respondent of the publication of the advisory opinion. Upon publication of the advisory opinion, the City Clerk shall provide to the complainant a copy of any response submitted by the respondent.

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). Nothing in this Subsection, however, shall preclude the complainant from subsequently filing other Code of Conduct (Article I) or Code of Ethics (Article II) complaints.

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, each complaint may only allege violations of one of the two standards described in Subsection B.1 above. To the extent that an individual believes both standards were violated, the individual may submit multiple complaints (i.e., a complaint related to Subsection B.1.a and a separate complaint related to Subsection B.1.b).
4. 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 B.5–.9 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 B.10-.14 below.
5. 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 complaint supported by a declaration in compliance with RCW 9A.72.085.
6. 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.
7. 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.
- 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.
- 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.
- 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, issue such a determination, and 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.

8. 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.
9. The Ethics Board shall report apparent violations of law to the City Attorney.
10. 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.
11. The Hearing Examiner shall conduct a threshold review of 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.
12. 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 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.

13. 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.

14. 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.

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 by City Councilmembers or Members of City Committees or Commissions

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. Advisory opinions issued in response to requests made under Subsection 1.a or 1.d above shall not include identifying information as to the requestor or the individual(s) whose conduct is the subject of the opinion unless otherwise agreed in writing by both the requestor and subject individual(s).

4. The grant of authority in this Section D is supplemental to, and does not change, the authority granted to the Ethics Board in Section A above.

E. 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 G. 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.

F. 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.

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 A.

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

The City Council shall, at a minimum, review this Code of Conduct and Ethics Program annually following receipt of the annual report of the Ethics Board.

RESOLUTION NO. 2019-26

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.

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.

~~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~~2020-xx

Effective Date: ~~February 1, 2020~~ _____

TABLE OF CONTENTS

Introduction..... 3

ARTICLE I - CODE OF CONDUCT.....4

 A. Preamble.....4

 B. Core Values.....4

 C. Ethics Principles.....4

ARTICLE II - CODE OF ETHICS.....6

 A. Gifts and Compensation.....6

 B. Use of City Property by Councilmembers.....7

 C. Confidentiality.....7

 D. Conflict of Interest - General.....7

 E. Conflict of interest - After Leaving Elected City Office.....9

 F. Conflict of Interest - Members of City Committees or Commissions.....9

 G. Conflict of Interest - Family Members of Councilmembers.....9

 H. Conflict of Interest - Contractors.....10

 I. Conflict of Interest - Individuals Serving on City Committees and Commissions.....10

 J. Conduct of Public Meetings.....10

 K. Conflict of Interest - Individuals Serving on the Ethics Board.....10

ARTICLE III - SUBMISSION AND REVIEW OF ETHICS COMPLAINTS, REQUESTS FOR WAIVERS, AND REQUESTS FOR ADVISORY OPINIONS..... 11

 A. Submission of Ethics Complaints.....11

 B. Review of Article I Complaints.....11

 C. Review of Article II Complaints.....13

 D. Review of Complaints Concerning City Employees.....15

 E. Requests for Advisory Opinions.....16

 F. Waivers.....17

 G. Effect of Advisory Opinion or Waiver.....17

ARTICLE IV - HEARING EXAMINER REVIEW AND POSSIBLE SANCTIONS.....18

 A. Hearing Examiner Review of Article II Complaints.....18

 B. Action by City Council upon Hearing Examiner’s Findings and Conclusion.....19

ARTICLE V - ETHICS BOARD.....20

 A. Creation, Terms, and Appointments.....20

 B. Training Provided by the Ethics Board.....21

 C. Training Provided to the Ethics Board.....22

 D. Annual Report.....22

ARTICLE VI - DEFINITIONS.....23

ARTICLE VII - CITY COUNCIL REVIEW OF CODE OF CONDUCT AND ETHICS PROGRAM.....26

Commented [KH2]: Parts of the Table of Contents will need to be revised. 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.

**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 **Ethicals 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.

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. **Ethicals Principles**

Commented [KH5]: See comment above

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 COMPLAINTS AND CODE OF
ETHICS COMPLAINTS, REQUESTS FOR WAIVERS, AND REQUESTS FOR ADVISORY
OPINIONS**

A. Submission and Review of ~~Ethics~~ Code of Conduct Complaints

1. Any individual may submit to the City Clerk a ~~an ethics~~ complaint alleging violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission.

~~b. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or~~

~~e. 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. 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 ~~written notice of threshold determination 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 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~~

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

Commented [KH7]: A code of conduct complaint is NOT an ethics complaint

Commented [KH8]: Note that all of the text in green is not new, just relocated

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

Commented [RS10]: Under the current Code of Conduct and Ethics Program, dismissals of Article I complaints are published online. Under the proposed revisions, such dismissals will not be published online.

Commented [KH11]: 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

~~threshold determination 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 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 individually shall be presumptively referred to mediation. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by not treating that resident with civility and respect related to a particular interpersonal transaction.) Complaints alleging conduct not directed at the complainant shall be presumptively referred to the process set forth in A.6 below. (As an illustrative example, this could include a complaint brought by a resident alleging that a Councilmember violated the Code of Conduct by using public resources in a manner that fails to meet the standard of accepting responsibility for the stewardship of public resources). The City Clerk shall provide forward 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 a trained mediator for reconciliation as described below.

.

5. As soon as practicable following receipt of a threshold determination under Article III, Subsection (A)(42)(c), that includes a recommendation for mediation, the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

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. If the parties engage in mediation, no further action shall occur under the ethics program.

Commented [RS12]: Under the current Code of Conduct and Ethics Program, dismissals of Article I complaints are published online. Under the proposed revisions, such dismissals will not be published online.

Formatted: x_msonormal, Indent: Left: 0", Widow/Orphan control, Hyphenate

Commented [KH13]: This may need follow up training for ethics board. 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)

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 forward to the City Clerk an advisory opinion, with identifying information as to the complainant and individual(s) names in the complaint deleted, 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 publication of the advisory opinion. Upon publication of the advisory opinion, the City Clerk shall provide to the complainant a copy of any response submitted by the respondent.

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). Nothing in this subsection, however, shall preclude the complainant from subsequently filing other Code of Conduct (Article I) or Code of Ethics (Article II) complaints. 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

Commented [RS14]: Under the current Code of Conduct and Ethics Program, both the Article I complaint and response are published online along with the advisory opinion. Under the proposed revisions, only the advisory opinion would be published online.

Commented [KH15]: If advisory opinions on code of conduct complaints are intended to be "educational only" (see section f below), it should not be necessary that they include the names of the parties involved. I am suggesting that it would be more appropriate to publish only the opinion (w/o the complaint and response) and with identifying information regarding the parties. I believe that this would (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. Note that for the first three years of the program, opinions were anonymous, so this is not a new idea.

Formatted: Indent: Left: 0", Hanging: 0.5"

Committees and Commissions, and the public on what type of conduct is generally expected from Councilmembers and members of City Committees and Commissions.

~~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.~~

B. Submission and Review of ~~Review of Article I~~ 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.~~

Formatted: Strikethrough

4.3. To facilitate timely review under this Subsection, each complaint may only allege violations of one of the ~~two~~three standards ~~described~~listed in Subsection ~~B.1.(A)(1)~~ above. To the extent that an individual believes ~~both~~multiple standards were violated, the individual may submit multiple complaints (i.e., a complaint related to B.1.a. and a separate complaint related to B.1.b.).

Formatted: Not Strikethrough

~~5.1. 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.~~

~~2. 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 written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the threshold determination 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 to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.~~

~~e. 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 threshold determination to the City Clerk. The City Clerk shall provide the threshold determination to the complainant and respondent and refer the complaint to a trained mediator for reconciliation as described below.~~

~~3. As soon as practicable following receipt of a threshold determination under Article III, Subsection (B)(2)(c), the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.~~

~~4. 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.~~

~~5. 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 (B)(5)(a) – (g). 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 II, Subsections (B)(5)(a) – (g), in place of the Ethics Board.~~

~~a. 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.~~

Formatted: Indent: Left: 0.31", First line: 0"

~~b. 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.~~

Formatted: Indent: Left: 0.31", First line: 0"

~~e. 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.~~

~~d. 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.~~

Formatted: Indent: Left: 0.31", First line: 0"

~~e. 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.~~

Formatted: Indent: Left: 0.31", First line: 0"

~~f. 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.~~

~~g. 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.~~

~~C. Review of Article II Complaints~~

Formatted: Normal, Indent: Left: 0.31", No widow/orphan control, Don't hyphenate

~~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 (5)-(9) 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 (10)-(14) below.

~~6.5~~ 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 complaint supported by a declaration in compliance with RCW 9A.72.085.

~~7.65~~. 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.

~~8.76~~. 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. ~~Refer the complaint back to the City Clerk if~~ 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.
- d. ~~Determine~~ 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.

Commented [KH16]: 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.

e. ~~If the Ethics Board learns at any time during its review of the complaint that the complaint for action at a future time if the matter is the subject of litigation it shall hold the complaint for action at a future time.~~

f. ~~If the Ethics Board, after review of the complaint and any response, determines that, based on the submissions of the complainant and the respondent, 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, issue such a determination, and 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. review by the Hearing Examiner is warranted.~~

Commented [JL17]: I added this text for clarity.

~~9.8~~ 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.

~~1098.~~ The Ethics Board shall report apparent violations of law to the ~~appropriate authorities, City Attorney.~~

Commented [KH18]: Who are the appropriate authorities? Shouldn't there be review by the city attorney first?

~~1109.~~ 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.

~~1120.~~ The Hearing Examiner shall ~~conduct a threshold~~ review of any complaint forwarded to ~~it-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.

Commented [KH19]: 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.

~~1234.~~ 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. ~~Refer the complaint back to the City Clerk if~~ 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 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.

1342. 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 its-their determination shall specify the reasons why additional time was needed.

1453. 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 its-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.

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.

ED. Requests for Advisory Opinions by City Councilmembers or Members of City Committees and Commissions

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. Advisory opinions issued in response to requests made under subsection 1.a. or 1.d. above shall not include identifying information as to the requestor or the individual(s) whose conduct is the subject of the opinion unless otherwise agreed in writing by both the requestor and subject individual(s).

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.

Commented [KH20]: 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. 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

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.

**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 [KH21]: 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 Ethics Board to provide an analysis of the efficacy and, fairness of the processes.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: August 11, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Lovell Avenue Sewer Beach Mains Project Professional Services Agreement - Public Works,

SUMMARY: Design services to decommission the West Eagle Harbor sewer beach mains and design of the Sunday Cove, Lovell Avenue, Wood Avenue, and Wing Point Pump Stations.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$872,293
Ongoing Cost:	
One-Time Cost:	\$872,293
Included in Current Budget?	Yes

BACKGROUND: This project includes decommissioning the West Eagle Harbor sewer beach mains and design of the Sunday Cove, Lovell Avenue, Wood Avenue, and Wing Point Pump Stations. The project will also include individual new residential side sewers and grinder pumps. The City held a "virtual" public outreach meeting on the project on July 8th, a copy of which can be found on the City's project website.

The City solicited requests for qualifications from the Municipal Research Services Center (MRSC) Consultant Roster. City staff interviewed responsive firms and Skillings Connolly, Inc. was selected as the most qualified consultant to prepare the design in the amount of \$872,293.

Design and construction of the facilities are expected to be completed between 2020 and 2026.

ATTACHMENTS:

FISCAL DETAILS: Sewer Capital Improvement Plan:

Rehabilitate Wing Point Pump Station: Budget=\$100,000; Expenditure=\$99,207

Wood Avenue Pump Station and Force Main: Budget=\$750,000; Expenditure=\$416,853

Rehabilitate Lower Lovell Pump Station: Budget=\$125,000; Expenditure=\$166,416 (Budget request=\$45,000)

Rehabilitate Sunday Cove Pump Station: Budget=\$150,000; Expenditure=\$79,238

Sunday Cove Gravity Sewers: Budget=\$200,000; Expenditure=\$110,579 (Budget request to move funds from 2022 to 2020)

Fund Name(s): Sewer Fund

Coding: See Fiscal Details

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 Skillings Connolly, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with the design and preparation of contract documents for the decommissioning of the West Eagle Harbor sewer beach mains, design of an upland redirect of sewer flows to gravity and grinder pumps/force mains, including the rehabilitation of the Lovell Avenue and Sunday Cove pump stations, and the construction of a new pump station in Wood Avenue. Rehabilitation of the Wing Point sewer pump station is also included for the purpose of consolidation of services ; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until **December 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 hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of Eight Hundred Seventy-Two Thousand Two Hundred Ninety-Three dollars (\$872,293);

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 the insurance described in **Attachment A**:

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant: Skillings Connolly, Inc.
5016 Lacy Boulevard SE
Lacey, WA 98503
Attention: Colleen Haerr

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.

SKILLINGS CONNOLLY, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

**ATTACHMENT B
SCOPE OF SERVICES**

**EXHIBIT A
SCOPE OF WORK**

Prepared for:

**CITY OF BAINBRIDGE ISLAND
2020-21 SANITARY SEWER IMPROVEMENTS**

March 3, 2020

Introduction

The City of Bainbridge Island (City) maintains West Eagle Harbor Beach Sewer main (Beach main) through a series of cleanouts which can only be accessed during low tide conditions. The City TV inspection records of the main show that there are numerous sags, bellies, and joint separations caused by inadequate pipe support from the surrounding soils. The main is only accessible for maintenance through a series of cleanouts during low-tide conditions. The City has decided to abandon the existing Beach main and redirect beach flows. The main is divided into two sections, referred to as the north (north of the Lower Lovell Lift Station) and south (south of the Lower Lovell Lift Station). The existing segment of the South Beach main between manhole 6-17 and Manhole 6-21F will continue to be used to convey sewage to the proposed Wood Ave. Pump station project. This section is in good condition, is located above the Ordinary High-Water Mark (OHWM) and is accessible by manholes instead of cleanouts.

To accomplish the redirection of flows, the City has decided to move forward with the following three projects which are included in the City's Capital Improvement Program (CIP)

1. South Sunday Cove Sanitary Sewer Improvements
2. Lower Lovell Sanitary Sewer Improvements
3. Wood Ave. Sanitary Sewer Improvements

The City has decided to also move forward with a fourth project which is included in the City's CIP but is not connected to the West Eagle Harbor Beach Sewer main. The fourth project is the Wing Point Sewer Lift Station Rehabilitation project. See Figure 1.

4. Wing Point Sewer Lift Station Rehabilitation project

The objective of the work effort outlined in this scope of work is to prepare the plans, specifications and engineer's estimate of probable cost to construct each of the four projects listed above. One overarching scope of work Task for project management, public involvement/public outreach and environmental permitting is provided to encompass all four projects.

Affiliated with each of the above four projects are the following tasks:

- Obtain signed right of entry documents to perform topographic survey on private lots.
- Easement acquisition and negotiation. Easements will be required for those parcels requiring a grinder pump and in areas where a new lift station or gravity sewer will be constructed on a private parcel. Skillings will include in this scope of work the tasks to prepare a written offer and provide negotiations to acquire the necessary easements from private property owners.
- Coordination with Property owners where rerouting of side sewers and installation of grinder pumps is required.
- Environmental permitting.
- Public outreach/ Open house meeting

Figure 1



Skillings will provide the services for the tasks listed below:

TASK 100	PROJECT MANAGEMENT
-----------------	---------------------------

Project Management includes the day to day coordination and management of the project to assure adequate resources are made available and the schedule and budget are consistent with the contract documents.

Assumptions:

- Correspondence with the client will be through emails, phone calls.
- It is assumed there will be 8 in-person status/plan review meetings at the City offices.
- It is assumed the work will have a duration of twelve months from the notice to proceed.
- When the work described in this SOW is complete, the City will decide how the projects will be bid. Based on the City's decision and direction, Skillings will provide a separate SOW and fee to prepare the bid packaging and provide construction contract management.
- Hultz/BHU will provide electrical engineering as a subconsultant to Skillings.
- PanGEO Engineering Consultants will provide geotechnical engineering as a subconsultant to Skillings.
- Preparation of the Bid Documents will be considered additional services and will be scoped after the finalization of the PS&E for each of the four projects.
- Bid, Add and Award support and Construction Contract Administration is not included in this Scope of Work. This work will be added upon completion of the design phase and will be added with a supplement.

Tasks:

1. Schedule, coordinate, and attend up to eight (8) meetings with the City of Bainbridge Island.
2. Provide monthly invoices with Earned Value Reports and Progress Reports.
3. Schedule, coordinate, and attend teleconferences with the City of Bainbridge Island to review project design elements.
4. Coordination with sub-consultants
5. Prepare a master list of deliverables
6. Provide ongoing project management including Principle Quality Assurance and Quality Control (QA/QC) of all deliverables.
7. Attend one project open house/ public outreach meeting. Prepare project posters and informational handouts.
8. Meet with City to review each of the projects' scope and estimated probable cost to construct. The City will provide direction on packaging of the individual projects as all one project, or as a combination of the individual projects. Prepare scope of work for Bid, Add and Award and construction support services.

Deliverables:

- Monthly invoices and earned value reports and progress reports
- Meeting minutes from client coordination meetings.
- Materials for the public outreach meeting; project poster boards and informational handouts.
- Master list of deliverables
- Meeting Minutes
- Scope of work for next phase(s)

TASK 110 ENVIRONMENTAL PERMITTING – WEST EAGLE HARBOR PROJECTS

This environmental permitting Task 200 will be performed by Skillings for the three West Eagle Harbor projects:

1. South Sunday Cove Sanitary Sewer Improvements (Includes the abandonment of the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place).
2. Lower Lovell Sanitary Sewer Improvements
3. Wood Ave. Sanitary Sewer Improvements

1. STATE ENVIRONMENTAL PROTECTION ACT (SEPA) CHECKLIST

Assumptions:

- The City will be the lead agency for the SEPA permit.
- SEPA submittal requires a minimum of 30% site plan design to include in the permit applications showing proposed improvements. One SEPA Checklist will be submitted for all of the West Eagle Harbor proposed projects listed above. This scope of work includes one encompassing SEPA submittal.
- City will submit and complete public notice of application required for the SEPA process.
- Once the SEPA DNS (Determination of Non-Significance) has been issued, Firm will notify WDFW through the online APPS Portal for final notice for issuance for the Hydraulic Project Approval (HPA) permit.

Tasks:

1. Firm will prepare the SEPA Checklist for the West Eagle Harbor projects.
2. Firm will submit a Draft SEPA Checklist with supporting documentation for review by the City.
3. Firm will make changes per comments from City.
4. Firm will submit completed SEPA Checklist with attachments to the City for submittal.

Deliverables:

- Draft SEPA Checklist for the West Eagle Harbor projects with supporting documentation (PDF File).
- Completed SEPA Checklist package for submittal.
- SEPA DNS Letter once approved and issued by City (PDF, Email).

2. SHORELINE MANAGEMENT PLAN (SMP) SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT OR EXEMPTION

Assumptions:

- One Shoreline permit application will be prepared for all West Eagle Harbor projects listed above.
- The Shoreline Substantial Development Permit or Exemption permit will be prepared per Bainbridge Island Municipal Code (BIMC) 16.12.
- The following submittal requirements apply to the Shoreline Management Plan application:
 - Basic Site Plan, with the following information:
 - Location of Ordinary High-Water Mark (OHWM)
 - Location of Shoreline Buffer
 - Location of Shoreline Structure View Setback
 - Shoreline Dimensional Setbacks
 - Location of native vegetation and significant trees
- No Net Loss Documentation:

- Submit a Site-specific Analysis – The site-specific analysis must be completed by a qualified professional
- Additional documents to be submitted with the package if required and dictated by site conditions and project design requirements:
 - Wetland Delineation
 - Geotechnical Report
 - Bluff Management Plan
 - Utilities Plan
 - Site Assessment Review
 - SEPA Checklist
- If a formal wetland delineation is required based on the site assessment review, an additional supplement to delineate the wetland will be required.

Tasks:

1. Firm will conduct a site visit.
2. Firm will prepare the Shoreline Master Program Application Package.
3. Firm will Submit the Shoreline Master Program Application Package to the City for review and comments.
4. Firm will make changes to the Shoreline Master Program Application Packet upon review & comments from the City.
5. Firm will submit the completed Shoreline Master Program Application to the City for permitting.

Deliverables:

- Draft Shoreline Master Program Application Package (PDF File).
- Completed Shoreline Master Program Application Package (PDF File).

**3. USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA for HPA option)
WASHINGTON DEPARTMENT OF FISH & WILDLIFE, HYDRAULIC PROJECT APPROVAL (HPA)**

Assumptions:

- The JARPA will be submitted for the West Eagle Harbor projects, utilizing the JARPA for HPA option.
- All project work that falls below the MHHW elevation requires a permit application through the US Army Corps. of Engineers.
- The existing Beach main will be abandoned in place. A JARPA permit application for the abandonment of the sewer pipe will be required, and will be included in the encompassing application.
- Sand Lance and Smelt spawning has not been identified by WDFW along the proposed project area associated with the Beach Sewer Main Decommissioning, therefore a forage fish survey will not be required unless requested by WDFW. If requested Forage Fish Survey tasks will be scoped and added as a supplement at a later time.
- According to the Washington Department of Natural Resources, Puget Sound Seagrass Monitoring map, eelgrass does not inhabit any areas within the project area, therefore an eelgrass delineation will not be required unless requested by WDFW or DNR. If requested Eelgrass Delineation tasks will be scoped and added as a supplement at a later time.

Tasks:

1. Firm will prepare the JARPA for HPA option for the West Eagle Harbor projects.
2. Firm will prepare the Project Plan Exhibits in the USACE required format.

3. Firm will complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).
4. Firm will submit the JARPA for HPA option package to the City for review.
5. Upon review by the City, Firm will make changes and updates before submittal to the USACE.
6. Firm will submit the JARPA through the USACE online process.
7. Firm will apply assigned permit nomenclature to the JARPA package once issued by the USACE.
8. Firm will respond to comments from the USACE as the permit process proceeds to permit issuance.
9. Firm will assist the City with USACE JARPA compliance as needed throughout the design, permitting and construction process.

Deliverables:

- JARPA for HPA option package for the West Eagle Harbor project, for review by City (PDF file)
- Biological Evaluation for ESA
- Completed JARPA for HPA option package for submittal to the USACE (PDF File)
- USACE Permit notifications while under review (Email copies)
- USACE Permit issuance documentation once approved (PDF & Email)

TASK 120	ENVIRONMENTAL PERMITTING – WING POINT PUMP STATION REHABILITATION PROJECT
-----------------	--

1. STATE ENVIRONMENTAL PROTECTION ACT (SEPA) CHECKLIST

Assumptions:

- The City will be the lead agency for the SEPA permit.
- SEPA submittal requires a minimum of 30% site plan design to include in the permit applications showing proposed improvements. One SEPA Checklist will be submitted for the West Point pump station project.
- City will submit and complete public notice of application required for the SEPA process.
- Once the SEPA DNS (Determination of Non-Significance) has been issued, Firm will notify WDFW through the online APPS Portal for final notice for issuance for the Hydraulic Project Approval (HPA) permit.

Tasks:

1. Firm will prepare the SEPA Checklist for the Wing Point pump station project.
2. Firm will submit a Draft SEPA Checklist with supporting documentation for review by the City.
3. Firm will make changes per comments from City.
4. Firm will submit completed SEPA Checklist with attachments to the City for submittal.

Deliverables:

- Draft SEPA Checklist with supporting documentation (PDF File).
- Completed SEPA Checklist package for submittal.
- SEPA DNS Letter once approved and issued by City (PDF, Email).

2. SHORELINE MANAGEMENT PLAN (SMP) SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT OR EXEMPTION

Assumptions:

- One Shoreline permit application will be prepared for the Wing Point pump station rehabilitation project.

- The Shoreline Substantial Development Permit or Exemption permit will be prepared per Bainbridge Island Municipal Code (BIMC) 16.12.
- The following submittal requirements apply to the Shoreline Management Plan application:
 - Basic Site Plan, with the following information:
 - Location of Ordinary High-Water Mark (OHWM)
 - Location of Shoreline Buffer
 - Location of Shoreline Structure View Setback
 - Shoreline Dimensional Setbacks
 - Location of native vegetation and significant trees
- No Net Loss Documentation:
 - Submit a Site-specific Analysis – The site-specific analysis must be completed by a qualified professional
- Additional documents to be submitted with the package if required and dictated by site conditions and project design requirements:
 - Wetland Delineation
 - Geotechnical Report
 - Bluff Management Plan
 - Utilities Plan
 - Site Assessment Review
 - SEPA Checklist
- If a formal wetland delineation is required based on the site assessment review, an additional supplement to delineate the wetland will be required.

Tasks:

1. Firm will conduct a site visit.
2. Firm will prepare the Shoreline Master Program Application Package for the Wing Point project.
3. Firm will Submit the Shoreline Master Program Application Package to the City for review and comments.
4. Firm will make changes to the Shoreline Master Program Application Packet upon review & comments from the City.
5. Firm will submit the completed Shoreline Master Program Application to the City for permitting.

Deliverables:

- Draft Shoreline Master Program Application Package for the Wing Point project (PDF File).
- Completed Shoreline Master Program Application Package (PDF File).

**3. USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA for HPA option)
WASHINGTON DEPARTMENT OF FISH & WILDLIFE, HYDRAULIC PROJECT APPROVAL (HPA)**

Assumptions:

- The JARPA will be submitted for the Wing Point pump station rehabilitation project, utilizing the JARPA for HPA option.
- All project work that falls below the MHHW elevation requires a permit application through the US Army Corps. of Engineers.
- Sand Lance and Smelt spawning has not been identified by WDFW along the proposed project area associated with the Beach Sewer Main Decommissioning, therefore a forage fish survey will not be required unless requested by WDFW. If requested Forage Fish Survey tasks will be scoped and added as a supplement at a later time.

- According to the Washington Department of Natural Resources, Puget Sound Seagrass Monitoring map, eelgrass does not inhabit any areas within the project area, therefore an eelgrass delineation will not be required unless requested by WDFW or DNR. If requested Eelgrass Delineation tasks will be scoped and added as a supplement at a later time.

Tasks:

1. Firm will prepare the JARPA for HPA option for the Wing Point pump station rehabilitation project.
2. Firm will prepare the Project Plan Exhibits in the USACE required format.
3. Firm will complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).
4. Firm will submit the JARPA for HPA option package to the City for review.
5. Upon review by the City, Firm will make changes and updates before submittal to the USACE.
6. Firm will submit the JARPA through the USACE online process.
7. Firm will apply assigned permit nomenclature to the JARPA package once issued by the USACE.
8. Firm will respond to comments from the USACE as the permit process proceeds to permit issuance.
9. Firm will assist the City with USACE JARPA compliance as needed throughout the design, permitting and construction process.

Deliverables:

- JARPA for HPA option package for review by City (PDF file)
- Biological Evaluation for ESA
- Completed JARPA for HPA option package for submittal to the USACE (PDF File)
- USACE Permit notifications while under review (Email copies)
- USACE Permit issuance documentation once approved (PDF & Email)

Pump Station Specific Scope of Work

In addition to the overarching scope of work items (Project Management, Public Outreach and Environmental Permitting, the project scope of work is separated by the specific work effort required for each individual pump station. The intent is to provide four (4) separate PS&E packages, one for each pump station. The abandonment of the West Eagle Harbor Beach Sewer Main North section, is included in the S. Sunday Cove sewer improvement project. When the PS&E is completed for the four projects, the City will determine how they want to package the bid documents; i.e.: individually, a combination, or all.

The scope of work for each pump station is organized as follows:

- | | |
|--|----------|
| I. Sunday Cove Sanitary Sewer Improvements | Task 200 |
| II. Lower Lovell Sanitary Sewer Improvements | Task 300 |
| III. Wood Avenue Pump Station | Task 400 |
| IV. Wing Point Pump Station Rehabilitation | Task 500 |

I. PROJECT DESCRIPTION - SOUTH SUNDAY COVE SANITARY SEWER IMPROVEMENTS

General Project Understanding

This project includes the rehabilitation of the Lower Lovell sewer lift station

The existing gravity sewer main between existing sanitary sewer manhole (SSMH) no. 777A and no. 888, plus the side sewers shown on Figure 3 attached, flow by gravity to the north section of the West Eagle Harbor Beach Sewer Main which is planned to be abandoned. This project will redirect the flows from nine parcels to the existing Sunday cove lift station by constructing a new gravity sewer main.

The key elements of this project are:

- Design an approximate 350 LF 8-inch diameter gravity sewer line from new SSMH no. 1 to existing SSMH no 5-46. The proposed alignment of the 8-inch sewer line includes construction under an existing retaining wall. The new 8-inch line will redirect the sewer flow from the Lower Lovell pump station (currently via the Beach main) to the South Sunday Cove pump station.
- Design re-routed side sewers on four lots, connect to new 8-inch gravity sewer line. Rerouting of the side sewers for the two existing shoreline houses will require a grinder pump.
- Prepare the PS&E to rehabilitate the Sunday Cove pump station. The existing lift station is a wet pit/dry pit configuration with two 25 hp pumps and a capacity of 490 gpm each. The Sunday Cove Lift Station pumps to the Highway 305 Tributary Basin.
- Prepare PS&E to abandon the Beach sewer main in place.

TASK 200	SOUTH SUNDAY COVE SURVEY
-----------------	---------------------------------

Survey requirements for this project include topographic survey for the construction of 350 LF of proposed gravity sewer line shown on Figure 3. This project includes installation of two new grinder pumps on two private lots. The Skillings licensed Land Surveyor will prepare a temporary construction easement document for all privately owned lots requiring sewer improvements. Permanent easements will be completed under a future construction management scope of work. Topographic survey which is necessary to prepare a detailed drawing to show the extent of improvements needed to disconnect and reroute the existing side sewer to the new 8-inch gravity sewer line will be obtained. The detailed drawing of each lot with a rerouted side sewer will be included in the South Sunday Cove Improvement plan set. Since the Beach main is to be abandoned, four side sewers will be rerouted to the proposed gravity line between existing manhole no. 5-46 and proposed manhole No. 1 as shown on Figure 3.

Assumptions:

- Title reports will be provided by the City for tax parcel No's. 8066, 8077, 8078, 8122 and 8025.
- No surveying will be required outside of tax parcel No's. 8066, 8077, 8078, 8122 and 8025.
- A Record of Survey Map will be not required.
- New easement areas will not be staked in the field.
- Firm will obtain rights of entry to the site, as needed to complete the survey.
- The survey topographic limits are defined in the attached exhibit map titled "Sunday Cove Survey Limits".

Task Description:

1. Review title reports for a boundary determination.
2. Research existing survey control and record maps.
3. Perform a field survey to locate and establish survey control points.
4. Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.
5. Topographic Survey of the area depicted in red on the attached Figure 2 Survey Limits map.
6. Process field data and develop AutoCAD base map.
7. Coordinate with City staff and measure the size, depth, diameter and elevation of pipe structures within the existing pump station.
8. Prepare temporary construction easement exhibit and legal description for construction of the gravity sewer line, grinder pumps and rerouted side sewers from sewer main to the grinder pump.
9. Provide QA/QC for deliverables.

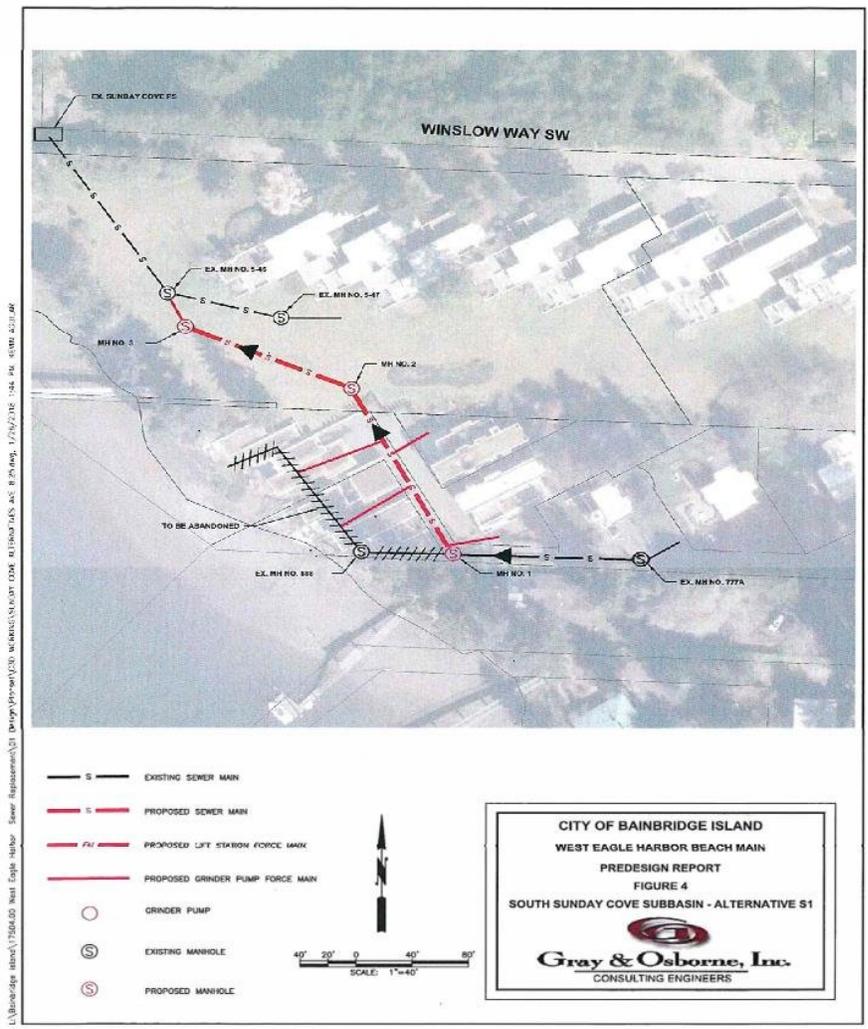
Deliverables:

- AutoCAD Topographic Survey base map.
- Temporary Construction Easement descriptions and exhibit maps.
- Right of entry documents

Figure 2



Figure 3



TASK 210	SUNDAY COVE PRELIMINARY DESIGN (30% PLANS)
-----------------	---

Assumptions:

- An improvement plan will be prepared for each private residential lot requiring a grinder pump. It is assumed that the homeowner's electrical services have adequate capacity and does not require upgrading in order to add the grinder pump connections.
- It is assumed that no unusual or detrimental conditions exist at the sites or in the vicinity requiring any analysis or design consideration by Hultz BHU or Skillings, such as electrical power quality issues, special permit process or reviews, etc.
- It is assumed that the replacement of the existing force main in Winslow Wy is not included in this project. It is assumed that the condition of the existing force main in Winslow Way SW is adequate and will not require a condition assessment for corrosion, leaking, or air release valve replacement.
- Temporary bypass pumping plans and specifications will be provided with the pump station rehabilitation design.
- City will provide high alarm records during the last 6 months for the existing lift station.
- City will provide flow monitoring data in the South Sunday Cove basin, and pump run time data.
- City will provide print out of the hydraulic model results for the Sunday Cove Basin.
- City will provide current Sea Level Rise model for the Bainbridge Island region.
- Hultz/BHU will provide electrical engineering for the pump station, as required.
- PanGEO geotechnical engineering will provide a geotechnical investigation to verify that the approximate 350 LF of gravity sewer line can be constructed with an open cut trench.
- In accordance with WAC 173-240-0305 and verification received from the State Dept of Ecology (Ecology), the PS&E for this project will not be required to be submitted to Ecology for review and approval, based on the Orange Book criteria stating:

"If the local government entity has received department approval of a general sewer plan and standard design criteria, engineering reports and plans and specifications for sewer line extensions, including pump stations, are not required to be submitted for approval. In this case the entity need only provide a description of the project and written assurance that the extension is in conformance with the general sewer plan. However, in the following situations specific department approval is necessary for sewer line extensions before construction:

- (a) The proposed sewers, or pump stations involve installation of overflows or bypasses; or*
- (b) The proposed sewers, pump or lift stations discharge to an overloaded treatment, collection, or disposal facility."*

Tasks:

1. Coordinate with affected utility companies. Locate existing utilities.
2. Provide sub-consultant coordination
3. Review existing documents provided by others.
4. Conduct a site review to inspect the pump station and prepare a pre-design report which documents the existing condition and recommends specific improvements.
5. Prepare the 30% design plans for 350 LF gravity sanitary sewer pipe. Verify required pipe diameter in the engineering report.
6. Prepare two separate plans to reroute each Sanitary Side Sewer on the two lots, north of the proposed gravity sewer main shown on Figure 4. Include the lot improvement plans in the Sunday Cove PS&E. Show all work items to be constructed by the Contractor to reroute the side sewers.

7. Prepare the plans to reroute Sanitary Side Sewer for the two shoreline lots. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications.
8. Set up and maintain the Design Documentation Files (Internal deliverable, to be updated throughout the design process).
9. Prepare preliminary Predesign Report documenting sewer flows to the lift station, wet well design, pump sizing, valves, pump station site plan. Evaluate existing force main size and flow velocity. Utilize topographic survey to confirm the total dynamic head elevation. Review upgrades to the existing controls, alarm system, rails, and lift rings for the new pumps. Review high alarm records obtained from City. Address Sea Level Rise based on the current model recommended by City.
10. Prepare the 30% Pump Station rehabilitation Improvement Plans.
11. Prepare Quantity Take-off Notebook.
12. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
13. Prepare project Specifications outline.
14. Prepare 30% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place. This drawing will be used in the environmental permit applications.
15. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Preliminary Improvement plans for the gravity sewer line.
- Preliminary improvement plan and specification for the two shoreline lots requiring a rerouted side sewer and grinder pump.
- Preliminary improvement plan and specification for the two lots on the north side of proposed gravity sewer line which require rerouting of the side sewers.
- Preliminary Engineer's Estimate of Probable Cost to Construct.
- Draft predesign report for the rehabilitation of the existing Sunday Cove sewer lift station.
- Prepare 30% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.

TASK 220	SUNDAY COVE (60% PLANS)
-----------------	--------------------------------

Assumptions:

- A determination has been made on the adequacy of the force main size in Winslow Way.
- Skillings has met with the City and reviewed the 30% PS&E submittal. Comments received from the City will be incorporated into the 60% design.
- O&M Manuals will be prepared during the Construction Administration phase of work.

Tasks:

1. Update the Design Documentation File.
2. Prepare final engineering design report.
3. Prepare 60% Pump Station rehabilitation improvement plans.
4. Update Quantity take-off Notebook.
5. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 60% Plan and Profile of gravity sewer line.
7. Prepare surface restoration drawings on private property and street right of way.
8. Prepare 60% Project Specifications (special provisions for non-standard construction items).
9. Prepare 60% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.
10. Provide QA/QC of the 60% PS&E package.

Deliverables:

- 60% Improvement plans and profile for the gravity sewer line.
- 60% improvement plan and specification for the two shoreline lots requiring a rerouted side sewer and grinder pump.
- 60% improvement plan and specification for the two lots on the north side of proposed gravity sewer line which require rerouting of the side sewers.
- 60% Engineer's Estimate of Probable Cost to Construct.
- Final engineering design report for the rehabilitation of the existing Sunday Cove sewer lift station.
- 60% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.

TASK 225 SUNDAY COVE EASEMENT NEGOTIATIONS
--

After approval of the 30% plans and after the City's comments have been incorporated into the plans, the firm will prepare the preliminary easement descriptions, (survey Task) and will be ready to meet with the property owners to commence acquisition negotiations for the permanent and temporary construction easements.

Assumptions:

- The City will provide preferred easement document forms.
- The City will pay the negotiated cost of the easement and associated recording fees.
- The City will submit the documents for recording.
- The City will provide the initial notification to the property owners of City's intent to have Firm negotiate for the easements.
- Firm will schedule negotiations with as many parcel owners as possible for each day on site.
- Firm will meet a maximum of two (2) times with each property owner for negotiations.

Tasks:

1. Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.
2. Contact five (5) property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the proposed permanent and temporary construction easement location with legal description for their review prior to commencement of face-to-face negotiations.
3. Meet with property owners for negotiations.
4. Submit initial record of negotiations to City for their review and concurrence.
5. Once the City and property owner are in agreement, prepare the final documents for the temporary construction easements and submit to the City.

Deliverables:

- Minutes of minutes held with City.
- Meeting minutes (record of negotiations) with property owners.
- Final signed temporary construction easement documents.

TASK 230	SUNDAY COVE (90% PLANS)
-----------------	--------------------------------

Assumptions:

- The City has reviewed the 60% submittal. Skillings has reviewed the submittal with the City. The City's comments will be incorporated into the 90% design submittal.

Tasks:

1. Update the Design Documentation Notebook.
2. Conduct a Plan-in-Hand and site visit
3. Prepare 90% Pump Station improvement plans. Incorporate City's review comments.
4. Update Quantity Take-off Notebook.
5. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 90% Project Specifications (special provisions for non-standard construction items).
7. Prepare 90% Plan and Profile of gravity sewer.
8. Prepare 90% surface restoration drawings on private property and street right of way.
9. Prepare 90% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.
10. Provide QA/QC of the 90% PS&E package

Deliverables:

- 90% Pump Station improvement plans.
- 90% Project Specifications.
- 90% Improvement plans for the gravity sewer line.
- 90% improvement plan and specification for the two shoreline lots requiring a rerouted side sewer and grinder pump.
- 90% improvement plan and specification for the two lots on the north side of proposed gravity sewer line which require rerouting of the side sewers.
- 90% Engineer's Estimate of Probable Cost to Construct.
- 90% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.

TASK 240	SUNDAY COVE FINAL DESIGN
-----------------	---------------------------------

Assumptions:

- The City has reviewed the 90% submittal. Skillings has reviewed the submittal with the City. Comments will be incorporated into the 90% design submittal.
- The Engineer's Estimate of Probable Cost to Construct will be based on assumption the pump station will be a standalone project. Should the project be bundled with other pump stations, the costs may require adjustments depended on the selected package.
- All CAD files will NOT be consolidated into 1 master file. This task will be included in the future construction support/management scope of work.
- Sub-consultants will submit an E-Transmit file separate from that of Skillings.

Tasks:

1. Prepare final pump station 100% PS&E.
2. Maintain Design Documentation File.
3. Prepare Design Closeout Documentation File.
4. Prepare Final PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.
5. Provide QA/QC of the final PS&E documents.

6. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

- Signed, stamped Final PS&E set for pump station, one 11"x17" paper copy, one electronic PDF copy.
- Final PS&E, signed and stamped, to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place, one paper and one electronic PDF copy.
- AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.

II. PROJECT DESCRIPTION - LOWER LOVELL SANITARY SEWER IMPROVEMENTS

This project includes the installation of grinder pumps on the seven waterfront lots that currently discharge directly to the north segment of the Beach sewer main which is planned to be abandoned. Six of the waterfront lots are on the west side of Lovell Ave SW. The side sewers for these six lots will be re-routed to the existing gravity main in Lovell Ave. SW. The side sewer for the seventh lot will be re-routed directly to the Lower Lovell lift station wet well. See Figure 13.

A site plan will be prepared for each lot showing the work items necessary to re-route the side sewer from the beach main to the existing gravity sewer line on Lovell Ave SW.

This project also includes the rehabilitation of the Lower Lovell sewer lift station. Skillings will inspect the station and prepare a pre-design report documenting the existing conditions and provide recommendations for specific improvements.

TASK 300	LOWER LOVELL SURVEY
-----------------	----------------------------

Figure 4 titled Lovell Survey Limits shows the area of the topography survey that will be prepared for this project. The Skillings licensed Land Surveyor will prepare a temporary construction easement document for all privately owned lots requiring sewer improvements. Permanent easements will be completed under a future construction management scope of work. Topographic survey which is necessary to prepare a detailed drawing to show the extent of improvements needed to disconnect and reroute the existing side sewer to the new 8-inch gravity sewer line will be obtained. The detailed drawing of each lot with a rerouted side sewer will be included in the South Sunday Cove Improvement plan set.

Task Assumptions:

- Title reports will be provided by the City for tax parcel No's. 4-046, 4-132, 4-131, 4-043, 4-041, 4-122 and 4-078.
- No surveying will be required outside of tax parcel No's. 4-046, 4-132, 4-131, 4-043, 4-041, 4-122 and 4-078.
- City will provide right-of-way deed for Lovell Ave. SW.
- New easement areas will not be staked in the field.
- Firm will have obtained rights of entry to the site, as needed to complete the survey.
- The project limits are defined in the attached exhibit map titled "Lovell Survey Limits".

Task Description:

1. Review title reports for the affected parcels for a boundary determination.
2. Research existing survey control and record maps.
3. Perform a field survey to locate and establish survey control points.

4. Obtain right of entry from private property owners on 7 lots. Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.
5. Topographic Survey of the area in red depicted on the attached exhibit map titled "Lovell Survey Limits". The Rim elevations will be obtained for the two existing sewer manholes on Lovell Ave SW. The manhole rims and sewer inverts at the manhole will be obtained from the City's prior survey data. The two datums will be compared and calibrated.
6. Coordinate with City staff and measure the size, depth, diameter and elevation of pipe structures within the existing pump station.
7. Process field data and develop AutoCAD base map.
8. Prepare temporary construction easement exhibit and legal description.
9. Provide QA/QC of the Base Map and easements.

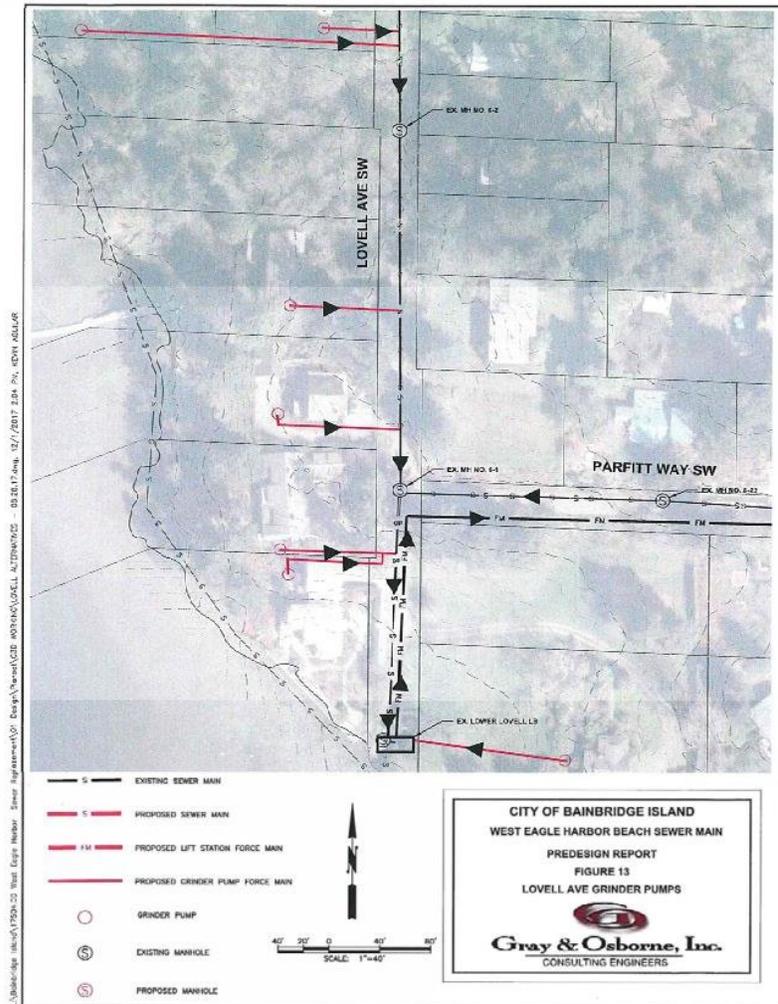
Deliverables:

- AutoCAD Topographic survey base map.
- Temporary Construction Easement descriptions and exhibit maps.
- Right of entry documents.

Figure 4



Figure 5



TASK 310	LOVELL AVE. PRELIMINARY DESIGN (30% PLANS)
-----------------	---

Assumptions:

- No improvements will be made to the existing gravity sewer line and force main in Lovell Ave SW.
- A separate improvement plan will be prepared for each private residential lot requiring a grinder pump. It is assumed that the homeowner's electrical services will not require upgrading in order to add the grinder pump connections.
- It is assumed that no unusual or detrimental conditions exist at the sites or in the vicinity requiring any analysis or design consideration by Hultz BHU or Skillings, such as electrical power quality issues, special permit process or reviews, etc.
- Temporary bypass pumping plans and specifications will be provided with the pump station rehabilitation design.
- City will provide high alarm records during the last 6 months for the existing lift station.
- City will provide flow monitoring data in the Lovell Ave basin, and pump run time data.
- City will provide print out of the hydraulic model results for the Lovell Ave Basin.
- City will provide current Sea Level Rise model for the Bainbridge Island region.
- Hultz/BHU will provide electrical engineering as a sub-consultant.

Tasks:

1. Prepare Design Documentation Notebook, (to be updated throughout the design process).
2. Prepare a preliminary Pre-design Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well condition, replacement or improvement. Document proposed valves. Check adequacy of the size of existing sewer gravity and force main in Lovell Ave SW. Address Sea Level Rise.
3. Prepare the 30% pump station rehabilitation improvement plans.
4. Prepare 30% project specifications outline for the rehabilitation of the pump station.
5. Prepare Quantity Take-off Notebook.
6. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
7. Coordinate with affected utility companies. Locate existing utilities.
8. Review existing documents provided by others.
9. Site inspection of existing sewer lift station.
10. Provide sub-consultant coordination.
11. Prepare 30% plans and specifications for improvements on the 7 lots requiring grinder pumps and the re-routing of the Sanitary Side Sewers. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications. Plans shall include the connection of the pressure sewer to the existing gravity sewer in Lovell Ave SW.
12. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Project 30% Pre-design engineering report.
- 30% PS&E for the rehabilitation of the Lovell lift station.
- 30% PS&E for the rerouting of side sewers on 7 lots.
- 30% Engineer's Estimate of Probable Cost to Construct.

TASK 320	LOWER LOVELL (60% PLANS)
-----------------	---------------------------------

Assumptions:

- The City has reviewed and approved and provided comments on the 30% design plans and draft engineering design report.
- The 30% design plans will be used to begin the permitting process.
- The existing utilities have been located by the utility agencies.

Tasks:

1. Update Design Documentation File.
2. Prepare final engineering design report.
3. Prepare 60% Pump Station rehabilitation improvement plans.
4. Prepare 60% Project Specifications (special provisions for non-standard construction items).
5. Update Quantity Take-off Notebook.
6. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
7. Prepare 60% Improvement Plans of rerouted side sewers to 7 lots. Improvement plan for each lot shall show installation of proposed grinder pump, connection to existing residential electrical panel and connection to existing gravity sewer on Lovell Ave SW.
8. Prepare surface restoration drawings on private property and street right of way.
9. Provide QA/QC of the 60% PS&E documents.

Deliverables:

- Final engineering design report.
- 60% PS&E for the rehabilitation of the Lovell lift station.
- 60% PS&E for the rerouting of side sewers on 7 lots.
- 60% Engineer's Estimate of Probable Cost to Construct.

TASK 325	LOVELL EASEMENT NEGOTIATIONS
-----------------	-------------------------------------

After approval of the 30% plans and after the City's comments have been incorporated into the plans, the firm will be ready to meet with the property owners to commence acquisition negotiations for the easements. The preparation of the easement descriptions for the temporary construction easements and the permanent easements will have been completed in survey Task 300.

Assumptions:

- The City will provide preferred easement document forms
- The City will pay the negotiated cost of the easement and associated recording fees
- The City will submit the documents for recording
- The City will provide the initial notification to the property owners of City's intent to have Firm negotiate for the easements
- Firm will schedule negotiations with as many parcel owners as possible for each day on site
- Firm will meet a maximum of two (2) times with each property owner for negotiations

Tasks:

1. Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.

2. Contact seven (7) property owners to schedule first negotiations meeting. Firm will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations.
3. Meet with property owners for negotiations.
4. Submit initial record of negotiations to City for their review and concurrence.
5. Once the City and property owner are in agreement, prepare the final temporary construction documents and submit final easement documents to the City.

Deliverables:

- Minutes of meetings held with City.
- Meeting minutes (record of negotiations) with property owners
- Final signed temporary construction easement documents.

TASK 330 LOVELL (90% PLANS)

Assumptions:

- The City has reviewed and commented on the 60% submittal and provided comments.

Tasks:

1. Conduct Plan-in-hand site review
2. Update Design Documentation Files.
3. Prepare Pump Station rehabilitation improvement plans, incorporating the City's review comments.
4. Prepare 90% Specifications (special provisions for non-standard construction items).
5. Update Quantity Take-off Notebook.
6. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
7. Prepare 90% improvement plans for the 7 private lots requiring re-routing of the side sewers and installation of a grinder pump.
8. Prepare surface restoration drawings on private property and street right of way
9. Provide QA/QC of 90% PS&E documents
10. Submit 90% PS&E documents to the City

Deliverables:

- 90% PS&E for the rehabilitation of the Lovell lift station.
- 90% PS&E for the rerouting of side sewers on 7 lots.

TASK 340 LOVELL FINAL DESIGN
--

Assumptions:

- The City has reviewed the 90% submittal. Comments received from the City will be incorporated into the final submittal.

Tasks:

1. Advance design per 90% review comments. Prepare 100% Plans.
2. Prepare 100% Specifications.
3. Provide QA/QC on final PS&E
4. Prepare Final Engineer's Estimate of Probable Cost to Construct.

5. Finalize Quantity takeoff Notebook
6. Finalize Design Documentation File.
7. Submit to City for final approval.
8. Prepare Design Closeout Documentation.
9. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

1. Final PS&E for the rehabilitation of the Lovell lift station. (one paper 11"x 17" copy, one electronic PDF copy)
2. Final PS&E for the rerouting of side sewers on 7 lots. (one paper 11"x17" copy, one electronic PDF copy)
3. AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.

III. PROJECT DESCRIPTION – WOOD AVE PROPOSED PUMP STATION

A new sewer lift station with submersible pumps will be constructed south of the intersection of Wood Ave SW and Stetson Place. This preferred alternative W2 (per the G&O Report) is shown on attached Figure 7. The new lift station will pump north to the existing gravity system on Parfitt Way SW. This project includes the continual use of approximately 350 LF of the Beach Main from Manhole 6-17 to Manhole 6-21F. (See Figure 7)

Construction of approximately 80 LF of 8-inch gravity sewer from Manhole 6-17 to the new lift station is recommended in the project pre-design report (dated Feb 2018 and prepared by Gray & Osborne, Inc.). The pre-design report recommends the connection from MH 6-17 to the new pump station be constructed with an auger bore. It is anticipated the work will have to be accomplished from the water side.

Key elements of this project include:

- New sewer lift station with submersible pumps.
- Installation of five (5) individual grinder pumps on residential lots located to the west of the proposed lift station. Construct gravity sewer to the proposed wet well if possible.
- Installation of two (2) grinder pumps on Stetson Place. Determine if gravity connection or pressure line connection to the wet well is the best option.
- Construction of approximately 600 LF of force main in the public road right of way, from the proposed lift station to exist MH 3-5 located at the intersection of Wood Ave SW and Parfitt Way SW.
- Construct approximately 80 LF of sewer line from existing SSMH no. 6-17 to the proposed lift station wet well.
- Negotiations for construction and utility Easement acquisitions.

TASK 400	WOOD AVE SURVEY
-----------------	------------------------

Assumptions:

- Title reports will be provided by the City for tax parcel No's. 1-062, 4-079, 1-085, 1-065, 1-060, 1-059, 1-090, 8048, 001-00 and 1-063.
- No surveying will be required outside of tax parcel No's. 1-062, 4-079, 1-085, 1-065, 1-060, 1-059, 1-090, 8048, 001-00 and 1-063, 002-00.

- City will provide right-of-way deeds for Wood Ave. SW and Stetson Pl. SW.
- A Record of Survey Map will be not required.
- New easement areas will not be staked in the field.
- Firm will have rights of entry to the site, as needed to complete the survey.
- The project limits are defined in the attached exhibit map titled “Wood Ave Survey Limits”.
- Rights of entry will be obtained by Firm, City to mail letters on City letterhead.
- On site meetings with property owners for Rights of Entry will be limited to one meeting.

Tasks:

1. Review title reports for a boundary determination.
2. Research existing survey control and record maps.
3. Perform a field survey to locate and establish survey control points. Topographic Survey of the area depicted in red on the attached exhibit map.
4. Obtain right of entry from private parcel owners. Skillings to provide letter and form requiring signature from property owner. City to mail letters on City letterhead. Firm will communicate with property owner.
5. Process field data and develop AutoCAD base map.
6. Prepare temporary construction easement exhibit and legal description.
7. Provide QA/QC for base map and easement documents

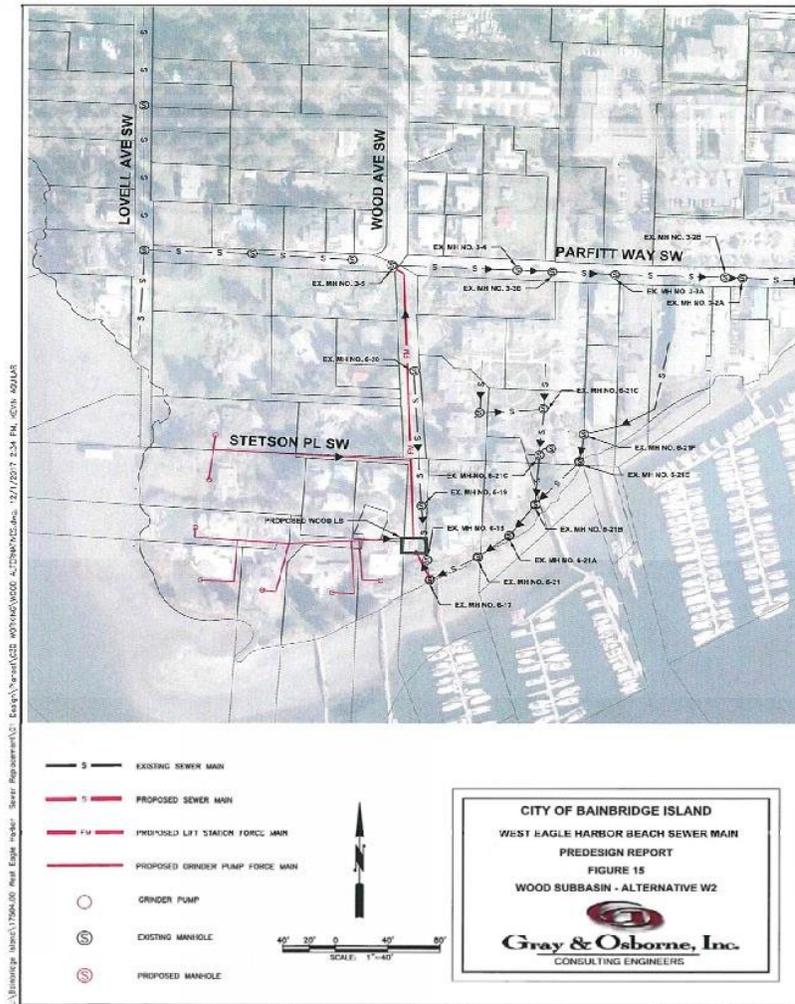
Deliverables:

- AutoCAD base map.
- Signed rights of entry documents.
- Temporary Construction Easement descriptions and exhibit maps.

Figure 6



Figure 7



TASK 410	WOOD AVE. PRELIMINARY DESIGN (30% PLANS)
-----------------	---

Assumptions:

- The Wood Ave pump station will be designed as a duplex submersible pump station.
- The PS&E for this project will not be submitted to Ecology for approval. A General Sewer Plan amendment (Amendment) will be acceptable to Ecology.
- The location of the new pump station will require work zone traffic control because of the limited access at the site.
- Firm will consult with PanGEO geotechnical engineering. Firm will utilize geotechnical report dated November 17, 2017, prepared by PanGEO for design considerations for the pump station. However, this report states that land use, site conditions (both off and on-site), or other factors including advances in the understanding of applied science, may change over time and could materially affect the findings. Therefore, the report should not be relied upon after 24 months from its issuance. PanGEO will prepare a supplement to the report dated November 17, 2017.
- Additional soils explorations will be required for the gravity and force-main sewer lines. Additional geotechnical exploration and consultation will be provided by PanGEO as a subconsultant to Skillings for the Wood Ave. project.
- The Geotechnical critical area report per SMP requirements, with Steps 1,2 and 3 Forms will be prepared by the Geotechnical subconsultant and is included in the PanGEO geotechnical engineering scope of work.

Tasks:

1. Setup and maintain the Design Documentation File.
2. Prepare 30% Predesign Engineering Report documenting sewer design flows for peak hour flow, and low flow operation, design wet well volume, provide pump sizing calculations, valves, sewer design plans of grinder pumps, water hammer analysis in the force mains and sizing of the gravity sanitary sewers and force main.
3. Prepare the 30% pump station improvement plans.
4. Prepare Quantity Take-off Notebook.
5. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 30% project specifications outline.
7. Provide utility coordination: Coordinate with the affected utility companies. Determine electrical power availability to meet pump station demands. Locate existing utilities in conflict with proposed improvements. Contact utilities for requirements to provide electrical and water service to the proposed sewer lift station location.
8. Review existing documents provided by others.
9. Research feasible alternatives for installing the sewer pipe from the MH on the beach to the new pump station, i.e. micro-tunneling, directional boring, etc. Review alternatives with the City and PanGEO geotechnical engineering.
10. Research feasible alternatives for construction of the deep wet well, i.e. open excavation, auger, pile/lagging. Review alternatives with the City. Meet with PanGEO geotechnical engineers to discuss the predesign geotechnical data report they prepared dated 11-17-17. Discuss construction methods recommendations.
11. Provide coordination with environmental regarding shoreline impacts and permitting requirements.
12. Research and implement OSHA access requirements for confined space.
13. Include corrosion control in the design of the wet well. Evaluate the potential for hydrogen sulfide in the wet well.

14. Prepare site plan for proposed lift station. Provide access for maintenance vehicles, check turning radius and parking requirements. Provide low maintenance landscaping. Provide appropriate security against vandalism. Prevent access by public.
15. Prepare plans, profile sheet for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station.
16. Prepare plan sheets for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer lines.
17. Prepare plan and profile sheets for approximately 350 LF Sanitary sewer to serve 2 lots on Stetson PI SW.
18. Prepare plans for each of the two lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer. Determine if the electrical connection can be made to existing electrical control panel or if a new panel will be required.
19. Prepare plan and profile sheets for the construction of a gravity sewer line from existing SSMH no. 6-17 to the proposed wet well.
20. Prepare plan and profile sheets for 600 LF Sanitary Force-main in Wood Ave SW within existing right of way. Provide pig launch facility for maintenance.
21. Prepare Odor and Corrosion control design for the pump station.
22. Prepare the Civil/Mechanical/Electrical plans for the new Wood Ave. Pump Station
23. Coordinate with sub-consultant on the preparation of the electrical plans for the pump station. (Electrical plans to be provided by Hultz/BHU as a subconsultant).
24. Coordinate with sub-consultant on the preparation of the Emergency Generator plan, specification and estimate, and the noise attenuation design.
25. Prepare Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
26. Address telemetry requirements for high water/pump/power failure options in the design of the proposed lift station. Provide coordination with the City and the sub-consultant.
27. Prepare Amendment to the City General Sewer Plan (GSP). The Amendment will include the project specific information requested in WAC 173-240-050 such as a description of the proposed project, the flow and loads to the existing WWTP from the project, discussion of various alternatives evaluated, a discussion of the cost per service in terms of both debt service and operation and maintenance costs, of the new pump station facility because it was not included in the original GSP.
28. Submit GSP Amendment to Ecology. Address review comments and resubmit final to DOE and the City.
29. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Supplemental and updated Geotechnical Report (by subconsultant)
- 30% engineering pre-design report.
- 30% PS&E for the force-main sewer in Wood Ave.
- 30% PS&E for the Wood Ave pump station
- 30% PS&E for the gravity sewer between SSMH No. 6-17 and the proposed wet well
- 30% PS&E for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station
- 30% PS&E for approximately 350 LF Sanitary sewer to serve two lots on Stetson PI SW
- 30% PS&E for construction of side sewer and grinder pumps on seven individual lots.
- General Sewer Plan Amendment
- Generator aesthetic screening design: 3D rendering and 24"x36" poster.

TASK 420	WOOD AVE. (60% DESIGN PLANS)
-----------------	-------------------------------------

Assumptions:

- The City has reviewed the 30% submittal and provided comments which will be incorporated into the 60% PS&E.
- DOE has reviewed and approved the General Sewer Plan Amendment

Tasks:

1. Update the Design Documentation File.
2. Prepare final Engineering Design Report.
3. Prepare Pump Station Improvement Plans. Incorporate City's 30% review comments.
4. Update Quantity Take-off Notebook.
5. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 60% Project Specifications (special provisions for non-standard construction items).
7. Prepare Dewatering Plan. Coordination with Geotech subconsultant.
8. Prepare 60% Design PS&E of the gravity sewer between SSMH no. 6-17 and proposed wet well.
9. Prepare 60% PS&E of Force main in Wood Ave from proposed wet well to existing SSMH No. 3-5.
10. Prepare surface restoration drawings on private property and street right of way.
11. Prepare the improvement plans for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station.
12. Prepare a plan for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer.
13. Prepare the 60% PS&E for approximately 350 LF Sanitary sewer to serve 2 lots on Stetson PI SW.
14. Prepare 60% PS&E for each of the five lots to show installation of a Grinder Pump on each lot, the rerouting of the existing side sewer and connection to existing electrical control panel.
15. Provide coordination with electrical subconsultant.
16. Provide coordination with environmental on permitting requirements
17. Provide coordination with Survey for easement requirements.
18. Prepare 60% Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
19. Provide QA/QC of the 60% PS&E documents.

Deliverables:

- 60% Wood Ave pump station PS&E.
- 60% PS&E for the gravity sewer between SSMH no 6-17 and the proposed wet well
- Final engineering design report.
- 60% PS&E for the force main sewer in Wood Ave.
- 60% improvement plans for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station
- 60% improvement plans for approximately 350 LF Sanitary sewer to serve 2 lots on Stetson PI SW.
- Aesthetic screening 3-D rendering electronic simulation.
- 24"X36" poster board showing generator screening.

TASK 425	WOOD AVENUE EASEMENT NEGOTIATIONS
-----------------	--

After approval of the 30% plans and after the City's comments have been incorporated into the plans, the firm will prepare the easement descriptions, (survey Task) and will be ready to meet with the property

owners to commence acquisition negotiations for the easements. The preparation of the easement descriptions for the temporary construction easements and the permanent easements will have been completed in survey Task 300.

Assumptions:

- The City will provide preferred easement document forms.
- The City will pay the negotiated cost of the easement and associated recording fees.
- The City will submit the documents for recording.
- The City will provide the initial notification to the property owners of City's intent to have Firm negotiate for the easements.
- Firm will schedule negotiations with as many parcel owners as possible for each day on site.
- Firm will meet a maximum of two (2) times with each property owner for negotiations.

Tasks:

1. Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.
2. Contact eight (8) property owners to schedule first negotiations meeting. Firm will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations.
3. Meet with property owners for negotiations.
4. Submit initial record of negotiations to City for their review and concurrence.
5. Once the City and property owner are in agreement, prepare the final documents and submit final easement documents to the City for recording.

Deliverables:

- Minutes of meetings held with City.
- Meeting minutes (record of negotiations) with property owners
- Final signed temporary construction easement documents.

TASK 430	WOOD AVE. (90% PLANS)
-----------------	------------------------------

Assumptions:

- The City has reviewed the 60% submittal and provided comments.

Tasks:

1. Prepare 90% Pump Station improvement plans. Incorporate City's review comments.
2. Update Quantity Take-off Notebook.
3. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
4. Prepare 90% Project Specifications (special provisions for non-standard construction items).
5. Prepare 90% PS&E of Force main on Wood Ave from the proposed wet well to the existing SSMH No. 3-5.
6. Prepare 90% PS&E of the gravity sewer between SSMH No. 6-17 and proposed wet well. Include specifications provided by Geotech subconsultant.
7. Prepare the improvement plans for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station. Include a plan for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer and connection to existing electrical control panel.

8. Prepare the improvement plans for approximately 350 LF Sanitary sewer to serve two lots on Stetson PI SW. Include a plan for each of the two lots to show installation of a Grinder Pump on each lot, the rerouting of the existing side sewer and connection to existing electrical control panel.
9. Prepare surface restoration drawings on private property and street right of way.
10. Prepare 90% Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
11. Provide QA/QC of the 90% PS&E documents.

Deliverables:

- 90% Wood Ave pump station PS&E.
- 90% PS&E for the gravity sewer between SSMH no 6-17 and the proposed wet well.
- 90% PS&E for the force main sewer in Wood Ave.
- 90% PS&E for approximately 400 LF Sanitary sewer to serve five lots west of the proposed sewer lift station.
- PS&E the improvement plans for approximately 350 LF Sanitary sewer to serve two lots on Stetson PI SW.
- 90% Aesthetic screening 3-D rendering electronic simulation.
- 90% 24"X36" poster board showing generator screening.

TASK 440	WOOD AVE. FINAL DESIGN
-----------------	-------------------------------

Assumptions:

- The City has reviewed and provided comments on the 90% submittal. Comments received from the City will be incorporated into the final submittal.

Tasks:

1. Advance design per 90% review comments. Prepare 100% Plans.
2. Prepare 100% Specifications.
3. Update the Quantity Takeoff Notebook
4. Prepare Final Engineer's Estimate of Probable Cost to Construct.
5. Update the Design Documentation File.
6. Submit to City for final approval.
7. Prepare Design Closeout Documentation and file maintenance.
8. Prepare Final Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation and 2-D poster board.
9. Provide QA/QC of the final PS&E documents.
10. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

- Final PS&E for the Wood Ave Pump Station, Force main, gravity line and seven (7) side sewers (one paper 11" x 17" copy, one PDF electronic copy)
- Final Engineer's Estimate of Probable Cost to Construct. (one paper 11" x 17" copy, one PDF electronic copy)
- AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.
- Final Aesthetic screening 3-D rendering electronic simulation.
- Final 24"X36" poster board showing generator screening.

IV. PROJECT DESCRIPTION – WING POINT PUMP STATION REHABILITATION

According to the July 2015 City General Sewer Plan, the Wing Point Pump Station was constructed in 1979. It is a drywell/wet well configuration consisting of a 4-foot diameter wet well with a depth of 12.5 feet. There are two 5-hp, 200 gpm pumps. The station access hatch is under water during extreme high tides and needs to be raised. Because of their age, the pumps, motors, valves, controls and telemetry should be replaced. The station has exceeded the estimated useful life and requires rehabilitation. Because of the location of the pump station, work associated with the pump station will trigger environmental permitting, which is reflected in TASK 545 of this scope of work.

TASK 500	WING POINT SURVEY
-----------------	--------------------------

Task Assumptions:

- The City will provide existing survey data and base mapping sufficient for Engineering.
- Existing easements are sufficient and no new easements will be required.

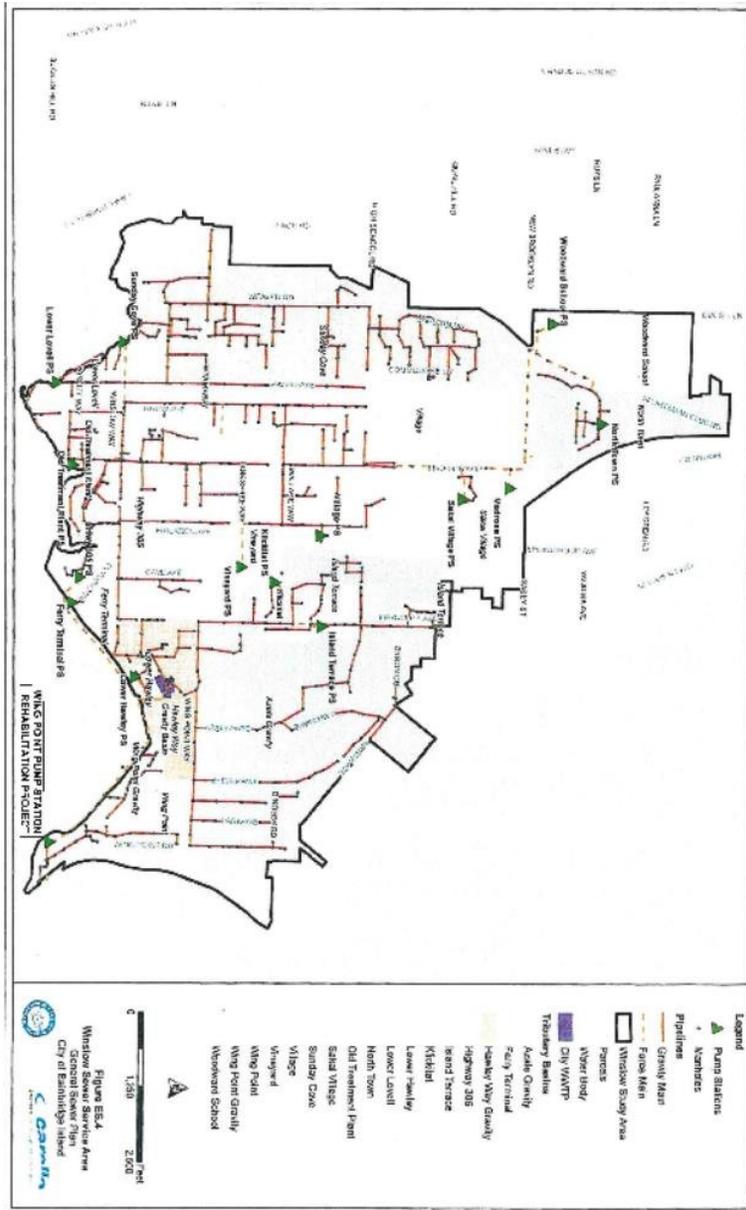
Task Description:

1. None.

Deliverables:

- None.

Figure 8



TASK 510	WING POINT PRELIMINARY DESIGN (30% PLANS)
-----------------	--

Assumptions:

- Temporary bypass pumping plans and specifications will be required with the pump station rehabilitation design.
- City will provide high alarm records during the last 6 months for the existing lift station.
- City will provide flow monitoring data in the Wing Point basin, and pump run time data.
- City will provide print out of the hydraulic model results for the Wing Point Basin.
- City will provide current Sea Level Rise model for the Bainbridge Island region.
- It is assumed that no unusual or detrimental conditions exist at the site or in the vicinity requiring any analysis or design consideration by Hultz BHU or Firm, such as electrical power quality issues, special permit process or reviews, etc.

Tasks:

1. Setup and maintain the Design Documentation File.
2. Prepare a draft Predesign Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well and valves. Address Sea Level Rise.
3. Prepare the 30% pump station rehabilitation Improvement Plans.
4. Prepare Quantity Take-off Notebook.
5. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 30% specifications outline.
7. Coordinate with affected utility companies.
8. Review existing documents provided by others.
9. Review operating conditions with City's maintenance staff and address identified issues, if possible.
10. Coordination with electrical sub-consultant.
11. Provide QA/QC of the 30% PS&E documents.

Deliverables:

- Meeting minutes of correspondence with maintenance staff
- 30% PS&E for the rehabilitation the Wing Point Pump Station
- 30% Predesign report.

TASK 520	WING POINT (60% PLANS)
-----------------	-------------------------------

Assumptions:

- The City has reviewed and provided comments on the 30% submittal and provided comments which will be incorporated into the 60% design.

Tasks:

1. Update the Design Documentation Notebook.
2. Finalize the Predesign Report.
3. Prepare the 60% Pump station rehabilitation improvement plans.
4. Update Quantity Takeoff Notebook.
5. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
6. Prepare 60% Specifications (special provisions for non-standard construction items).
7. Coordination with environmental as prepared in TASK 545.
8. Provide QA/QC of the 60% PS&E documents.

Deliverables:

- 60% PS&E for the rehabilitation the Wing Point Pump Station
- Final Engineering Design Report

TASK 525	Wing Point Easement Negotiations
-----------------	---

It is assumed that there is an existing utility access easement for this pump station which includes construction and maintenance of the existing pump station. Therefore, a temporary construction easement is not needed.

TASK 530	WING POINT (90% PLANS)
-----------------	-------------------------------

Assumptions:

- City has provided comments on the 60% submittal. Comments will be incorporated into the 90% design.
- Environmental permitting if required, has been completed. Permit conditions will be incorporated into the PS&E.

Tasks:

1. Update Design Documentation File.
2. Conduct Plan-in Hand site review.
3. Prepare 90% Pump Station Rehabilitation PS&E.
4. Finalize Quantity Take-off Notebook.
5. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
6. Provide QA/QC of the 90% PS&E.

Deliverables:

- 90% PS&E for the rehabilitation of the Wing Point Pump Station

TASK 540	WING POINT FINAL
-----------------	-------------------------

Assumptions:

- All comments from the City have been received.

Tasks:

1. Finalize the Design Documentation Notebook.
2. Incorporate City's review comments.
3. Prepare 100% pump station Improvement Plans.
4. Prepare 100% Specifications.
5. Finalize the Quantity Takeoff Notebook.
6. Prepare 100% Engineer's Estimate of Probable Cost to Construct the Wing Point Pump station rehabilitation.
7. Prepare 100% Project Specifications.
8. Provide QA/QC of the final PS&E documents.
9. Prepare E-transmit of DWG AutoCAD files for all improvement plans.

Deliverables:

- 100% PS&E, for the rehabilitation the Wing Point Pump Station (one paper 11" x 17" copy, one .pdf electronic file)
- AutoCAD Civil 3D 2020 DWG files of completed Final Improvement Plans.

END SCOPE OF WORK

**EXHIBIT D-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
100	PROJECT MANAGEMENT											
1	Schedule, coordinate, and attend up to eight (8) meetings with the City.	8	40		40							
2	Provide monthly invoices with Earned Value Reports and Progress Reports	6	16									40
3	Schedule, coordinate and attend teleconferences with the City to review project design elements.		12	12								
4	Coordination with Subconsultants.	2	16		12							
5	Prepare a master list of deliverables.		2		9							
6	Provide ongoing project management including Principle Quality Assurance and Quality Control (QA/QC) of all deliverables.	48	24	9								
7	Attend one project open house/public outreach meeting. Prepare project posters and informational handouts.		8		8	16						
8	Meet with City to review each of the projects' scope and estimated probable cost to construct. The City will provide direction on packaging of the individual projects as all one project, or as a combination of individual projects. Prepare Scope of Work for Bid, Add and Award and construction support services.	6	6	6								
110	ENVIRONMENTAL PERMITTING - WEST EAGLE HARBOR PROJECTS											
1	STATE ENVIRONMENTAL PROJECTION ACT (SEPA) CHECKLIST											
1	Prepare SEPA Checklist.						2		24			
2	Submit a Draft SEPA Checklist with supporting documentation for review by the City.								4			
3	Respond to City comments.								4			

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
4	Submit completed SEPA Checklist with attachments to the City for submittal.						1		4			
2	SHORELINE MANAGEMENT PLAN (SMP) SHORELINE CONDITIONAL USE PERMIT											
1	Conduct a site visit.						9					
2	Prepare the Shoreline Master Program Application Package.						2	18				
3	Submit the Shoreline Master Program Application Package to the City for review and comments.								4			
4	Make changes to the Shoreline Master Program Application Packet upon review and comments from the City.								4			
5	Submit the completed Shoreline Master Program Application packet to the City for permitting.						1		4			
3	USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA FOR HPA OPTION)											
1	Prepare the JARPA for abandonment of the existing Beach Main						1	40				
2	Prepare the Project Plan Exhibits in the USACE required format.					24						
3	Complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).						1	40				
4	Submit the JARPA for HPA option package to the City for review.						1	4				
5	Upon review by the City, Firm will make changes and updates before submittal to the USACE.							4				
6	Submit the JARPA through the ASACE online process.							1				
7	Apply assigned permit nomenclature to the JARPA package once issued by the USACE.								1			
8	Respond to comments from the USACE as the permit process proceeds to permit issuance.							4				

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
9	Assist the City with USACE JARPA compliance as needed through the design, permitting, and construction process.							4				
120	ENVIRONMENTAL PERMITTING - WING POINT PUMP STATION REHABILITATION PROJECT											
1	STATE ENVIRONMENTAL PROJECTION ACT (SEPA) CHECKLIST											
1	Prepare SEPA Checklist.						2		24			
2	Submit a Draft SEPA Checklist with supporting documentation for review by the City.								4			
3	Make changes per comments from City.								4			
4	Submit completed SEPA Checklist with attachments to the City for submittal.						1		4			
2	SHORELINE MANAGEMENT PLAN (SMP) SHORELINE CONDITIONAL USE PERMIT											
1	Conduct a site visit.						9					
2	Firm will prepare the Shoreline Master Program Application Package.						2	18				
3	Submit the Shoreline Master Program Application Package to the City for review and comments.								4			
4	Make changes to the Shoreline Master Program Application Packet upon review and comments from the City.								4			
5	Submit the completed Shoreline Master Program Application to the City for permitting.						1		4			
3	USACE, JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA FOR HPA OPTION)											
1	Prepare the JARPA FOR HPA option for the Wing Point pump station rehabilitation project.						1	40				
2	Prepare the Project Plan Exhibits in the USACE required format.					24						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
3	Complete a Biological Evaluation (BE) in order to satisfy the Endangered Species Act (ESA).						1	40				
4	Submit the JARPA for HPA option package to City for review.						1	4				
5	Upon review by the City, Firm will make changes and updates before submittal to the USACE.							4				
6	Submit the JARPA through the USACE online process.							1				
7	Apply assigned permit nomenclature to the JARPA package once issued by the USACE.								1			
8	Respond to comments from the USACE as the permit process proceeds to permit issuance.							4				
9	Assist the City with USACE JARPA compliance as needed through the design, permitting, and construction process.							4				
I	SOUTH SUNDAY COVE SANITARY SEWER											
200	SOUTH SUNDAY COVE SURVEY											
1	Review title reports for a boundary determination.									4	4	
2	Research existing survey control and record maps.									4	9	
3	Perform a field survey to locate and establish survey control points.									9	20	
4	Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.									1	9	
5	Topographic Survey of the area depicted in Red on the attached Exhibit Survey Limits map.									9	40	
6	Process field data and develop AutoCAD base map.									18	40	
7	Coordinate with City staff and measure the size, depth, diameter, and elevation of pipe structures within the existing pump station.									2	18	
8	Prepare temporary construction easement exhibit and legal description.									6	27	

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
9	Provide QA/QC for deliverables.									9	9	
210	SUNDAY COVE PRELIMINARY DESIGN (30% PLANS)											
1	Coordinate with affected utility companies. Locate existing utilities.				4							
2	Provide subconsultant coordination.		1		2							
3	Review existing documents provided by others.		2	4	4							
4	Conduct a site review to inspect the pump station.		4	4	4							
5	Prepare the 30% design plans for 350 LF gravity sanitary sewer pipe. Verify required pipe diameter in the engineering report.		1	4	9	9						
6	Prepare two separate plans to reroute each Sanitary Side Sewer on the two (2) lots, north of the proposed gravity sewer main shown on Figure 4. Include the lot improvement plans in the Sunday Cove PS&E. Show all work items to be constructed by the Contractor to reroute the side sewers.		1	4	9	9						
7	Prepare the plans to reroute Sanitary Side Sewer for the two shoreline lots. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications.		1	4	9	9						
8	Set up and maintain the Design Documentation Files (Internal deliverable, to be updated throughout the design process).			2	4							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
9	Prepare preliminary Predesign Report documenting sewer flows to the lift station, wet well design, pump sizing, valves, pump station site plan. Evaluate existing force main size. Utilize topographic survey to confirm the total dynamic head elevation. Review upgrades to the existing controls, alarm system, rails, and lift rings for the new pumps. Review high alarm records obtained from City. Address Sea Level Rise.		8	9	24	4						
10	Prepare the 30% Pump Station Rehabilitation Improvement Plans.		2	9	9	9						
11	Prepare Quantity Take-off Notebook.			2	8							
12	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		2	2	8	4						
13	Prepare project Specifications outline.		2	2	8							
14	Prepare 30% PS&E to abandon the 2,500, 10-inch ductile iron pipe Beach sewer main in plat. This drawing will be used in the environmental permit applications.		2	2	8	4						
15	Provide QA/QC for 30% PS&E documents.	2	2	2		4						
220	SUNDAY COVE (60% PLANS)											
1	Update the Design Documentation File.			2	4							
2	Prepare final engineering design report.		4	2	8	4						
3	Prepare 60% Pump Station rehabilitation improvements plans.		2	2	9	9						
4	Update Quantity Notebook.				4	4						
5	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			2	8							
6	Prepare 60% Plan and Profile of gravity sewer line.			2	9	9						
7	Prepare surface restoration drawings on private property and street right of way.			2	9	4						
8	Prepare 60% Project Specifications (special provisions for non-standard construction items).		1	2	8							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
9	Prepare 60% PS&E to abandon the 2,500 LG, 10-inch ductile iron pipe Beach sewer main in place.		1	4	8	4						
10	Provide QA/QC of the 60% PS&E package.	2	2	2		4						
225	SUNDAY COVE EASEMENT NEGOTIATIONS											
1	Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.		2									
2	Contact 5 property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations.		12									
3	Meet with property owners for negotiations.		16									
4	Submit initial record of negotiations to City for their review and concurrence.		4									
5	Once the City and property owner are in agreement, prepare the final TCE documents and submit final TCE documents to the City.		4							4		
230	SUNDAY COVE (90% PLANS)											
1	Update the Design Documentation Notebook.				8							
2	Conduct a Plan-in-Hand site visit.		1	6	6							
3	Prepare 90% Pump Station improvements plans. Incorporate City's review comments.		2	4	18	8						
4	Update Quantity Notebook.				4							
5	Prepare 90% Engineer's Estimate of Probable Cost to Construct.			2	8							
6	Prepare 90% Project Specifications (special provisions for non-standard construction items).		2	2	8							
7	Prepare 90% Plan and Profile of gravity sewer.		2	2	9	9						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
8	Prepare 90% surface restoration drawings on private property and street right of way.			2	9	4						
9	Prepare 90% PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.		2	4	8	4						
10	Provide QA/QC of the 90% PS&E package.	2	2	2		4						
240	SUNDAY COVE FINAL DESIGN											
1	Prepare final pump station 100% PS&E.		2	4	8	4						
2	Maintain Design Documentation File.			1	2							
3	Prepare Design Closeout Documentation File		2	2	8							
5	Prepare Final PS&E to abandon the 2,500 LF, 10-inch ductile iron pipe Beach sewer main in place.		2	2	4	4						
4	Provide QA/QC of the final PS&E documents.	4	2			4						
6	E-transmit AutoCAD files for each improvement plan sheet.				4							
II	LOWER LOVELL SANITARY SEWER IMPROVEMENTS											
300	LOWER LOVELL SURVEY											
1	Review title reports for the affected parcels for a boundary determination.									4	4	
2	Research existing survey control and record maps.									4	9	
3	Perform a field survey to locate and establish survey control points.									9	20	
4	Obtain right of entry from private property owners on 7-lots. Prepare letter to obtain right of entry. Letters to be sent by City on City letterhead. Skillings to provide form to be signed by property owner.									1	9	
5	Topographic Survey of the area in red depicted on the attached exhibit map titled "Lovell Survey Limits".									9	40	

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
6	Coordinate with City staff and measure the size, depth, diameter, and elevation of pipe structures within the existing pump station.									18	40	
7	Process field data and develop AutoCAD base map.									2	18	
8	Prepare temporary construction easement exhibit and legal description.									6	27	
9	Provide QA/QC of the Base Map and easements.									9	9	
310	LOVELL AVE. PRELIMINARY DESIGN (30% PLANS)											
1	Prepare Design Documentation Notebook, (to be updated throughout the design process).			2	4							
2	Prepare a preliminary Pre-design Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well condition, replacement or improvement. Document proposed valves. Check adequacy of the size of existing sewer gravity and force main in Lovell Ave SW. Address sea level rise.		4	4	18	4						
3	Prepare the 30% pump station rehabilitation improvement plans.		4	4	16	4						
4	Prepare 30% project specifications outline for the rehabilitation of the pump station.		1		8							
5	Prepare Quantity Take-off Notebook.		2	2	4							
6	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		2	2	4							
7	Coordinate with affected utility companies. Locate existing utilities.		1	1	4							
8	Review existing documents provided by others.		2	2	4							
9	Site inspection of existing sewer lift station.		6	6	6							
10	Provide subconsultant coordination		2									

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
11	Prepare 30% plans and specifications for improvements on the 7 lots requiring grinder pumps and the re-routing of the Sanitary Side Sewers. Include specifications to connect grinder pump electrical service to existing house electric control panel, include property restoration specifications. Plans shall include the connection of the pressure sewer to the existing gravity sewer in Lovell Ave SW.		2	2	24	9						
12	Provide QA/QC of the 30% PS&E documents.	2	4	2		4						
320	LOWER LOVELL (60% PLANS)											
1	Update Design Documentation File.		2		4							
2	Prepare final engineering design report.		2	2	18	4						
3	Prepare 60% Pump Station rehabilitation improvement plans.		2	2	18	9						
4	Prepare 60% Project Specifications (special provisions for non-standard construction items).		2	4	8							
5	Update Quantity Take-off Notebook.				4							
6	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			2		4						
7	Prepare 60% Improvement Plans of rerouted side sewers to 7 lots. Improvement plan for each lot shall show installation of proposed grinder pump, connection to existing residential electrical panel and connection to existing gravity sewer on Lovell Ave SW.		2	4	18	9						
8	Prepare surface restoration drawings on private property and street right of way.		1	2	9	4						
9	Provide QA/QC of the 60% PS&E documents.	2	2			4						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
325	LOVELL EASEMENT NEGOTIATIONS											
1	Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.		4									
2	Contact 7 property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face.		8									
3	Meet with 7 property owners for negotiations.		24									
4	Submit initial record of negotiations to City for their review and concurrence.		4		9							
5	Once the City and property owner are in agreement, prepare the final documents and submit final easement documents to the City for recording.		9							9		
330	LOVELL (90% PLANS)											
1	Conduct Plan-in-Hand site review.		1	6	6							
2	Update Design Documentation Files.			1	2							
3	Prepare Pump Station rehabilitation improvement plans, incorporate the City's review comments.		2	4	8	8						
4	Prepare 90% Specifications (special provisions for non-standard construction items).		1	2	16							
5	Update Quantity Notebook.				4							
6	Prepare 90% Engineer's Estimate of Probable Cost to Construct.		1	2	4							
7	Prepare 90% improvement plans for the 7 private lots requiring re-routing of the side sewers and installation of a grinder pump.		2	6	9	9						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
8	Prepare surface restoration drawings on private property and street right of way.			2		9						
9	Provide QA/QC of 90% PS&E documents.	1	4	2		4						
10	Submit 90% PS&E documents to the City.		4			8						
340	LOVELL FINAL DESIGN											
1	Advance design per 90% review comments. Prepare 100% plans.		1	2	12							
2	Prepare 100% Specifications.		2	2	8							
3	Provide QA/QC on final PS&E.	2				4						
4	Prepare Final Engineer's Estimate of Probable Cost to Construct.		2	2	8							
5	Finalize Quantity takeoff notebook.				4							
6	Finalize Design Documentation File				4							
7	Submit to City for final approval.		2		8							
8	Prepare Design Closeout Documentation.		2		8							
9	E-transmit AutoCAD files for each improvement plan sheet.				8							
III	WOOD AVENUE PROPOSED PUMP STATION											
400	WOOD AVE PROPOSED PUMP STATION SURVEY											
1	Review title reports for a boundary determination.									4	4	
2	Research existing survey control and record maps.									4	9	
3	Perform a field survey to locate and establish survey control points. Topographic survey of the area depicted in red on the attached exhibit map.									9	20	
4	Obtain right of entry from private parcel owners. Skillings to provide letter and form requiring signature from property owner. City to mail letters on City letterhead. Firm will communicate with property owner.									1	9	
5	Process field data and develop AutoCAD base map.									18	40	
6	Prepare temporary construction easement exhibit and legal description.									9	40	

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
7	Provide QA/QC for base map and easements documents.									9	9	
410	WOOD AVE PRELIMINARY DESIGN (30% PLANS)											
1	Setup and maintain the Design Documentation File.		1	4	4							
2	Prepare 30% Pre-design engineering Report documenting sewer design flows for peak hour flow, and low flow operation, design wet well volume, provide pump sizing calculations. valving, sewer design plans of grinder pumps, water hammer analysis in the force mains and sizing of the gravity sanitary sewers and force main.		4	40	64	24						
3	Prepare the 30% pump station improvement plans.		2	48	64	24						
4	Prepare Quantity Take-off Notebook.		2	4	16	8						
5	Prepare 30% Engineer's Estimate of Probable Cost to Construct.		2	4	8	8						
6	Prepare 30% project specifications outline.		2	4	8							
7	Provide utility coordination: Coordinate with the affected utility companies. Determine electrical power availability to meet pump station demands. Locate existing utilities in conflict with proposed improvements. Contact utilities for requirements to provide electrical and water service to the proposed sewer lift station location.			8	16							
8	Review existing documents provided by others.		8	8	16							
9	Research feasible alternatives for installing the sewer pipe from the MH on the beach to the new pump station; i.e., micro-tunneling, directional boring, etc. Review alternatives with the City and PanGEO geotechnical engineering.	4	4	24	16	8						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
10	Research feasible alternatives for construction of the deep wet well, i.e. open excavation, auger, pile/lagging. Review alternatives with the City. Meet with PanGeo geotechnical engineers to discuss the predesign geotechnical data report they prepared dated November 17, 2017. Discuss construction methods recommendations.	4	8	16	8							
11	Provide coordination with environmental regarding shoreline impacts and permitting requirements.				4							
12	Research and implement OSHA access requirements for confined space.			4	8							
13	Include corrosion control in the design of the wet well. Evaluate the potential for hydrogen sulfide in the wet well.		2	8	16							
14	Prepare site plan for proposed lift station. Provide access for maintenance vehicles, check turning radius and parking requirements. Provide low maintenance landscaping. Provide appropriate security against vandalism. Prevent access by public.		4	16	40	16						
15	Prepare plans, profile sheet for approximately 400 LF sanitary sewer to serve five lots west of the proposed sewer lift station.		1	16	40	16						
16	Prepare plan sheets for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer lines.		4	16	40	16						
17	Prepare plan and profile sheets for approximately 350 LF sanitary sewer to serve 2 lots on Stetson Place SW.		1	4	24	8						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
18	Prepare plans for each of the two lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer. Determine if the electrical connection can be made to existing electrical control panel or if a new panel will be required.		2	2	8	16						
19	Prepare plan and profile sheets for the construction of a gravity sewer line from existing SSMH no. 6-17 to the proposed wet well.		1	8	32	16						
20	Prepare plan and profile sheets for 600 LF sanitary force main in Wood Ave SW within existing Right of Way. Provide pig launch facility for maintenance.		2	8	40	2						
21	Prepare Odor and Corrosion control design for the pump station.			4	8	2						
22	Prepare the Civil/Mechanical plans for the new Wood Ave. Pump Station.		2	16	24	4						
23	Coordinate with subconsultant to add the draft electrical plans for the pump station to the PS&E package. To be provided by Hultz BHU as a subconsultant.		1		4							
24	Coordinate with consultant to prepare the emergency generator plan, specification, and estimate. Address and provide noise attenuation design.		1		8							
25	Prepare Generator aesthetic screening design with elevations and 3-D sketch/rendering/simulation.		2		16							
26	Address telemetry requirements for high water/pump/power failure options in the design of the proposed lift station. Provide coordination with the City and Subconsultant.		1	2	8							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
27	Prepare amendment to the City General Sewer Plan (GSP). The Amendment will include the project specific information requested in WAC 173-240-050 such as a description of the proposed project, the flow, and loads to the existing WWTP from the project, discussion of various alternatives evaluated, a discussion of the cost per service in terms of both debt service and operation and maintenance costs of the new pump station facility because it was not included in the original GSP.		2	16	32	9						
28	Submit GSP Amendment to Ecology. Address review comments and resubmit final to DOE and the City.				8	4						
29	Provide QA/QC of the 30% PS&E documents.	4	4	4		8						
420	WOOD AVE. (60% DESIGN PLANS)											
1	Update the Design Documentation File.				4							
2	Prepare final Engineering Design Report.		2	4	16							
3	Prepare Pump Station Improvement Plans. Incorporate City's review comments.		2	8	32	16						
4	Update Quantity Take-off Notebook.			8	16							
5	Prepare 60% Engineer's Estimate of Probable Cost to Construct.		2	2	16							
6	Prepare 60% Project Specifications (special provisions for non-standard construction items).			8	16							
7	Prepare Dewatering Plan. Coordination with Geotech subconsultant.			4	8	4						
8	Prepare 60% design PS&E of the gravity sewer between SSMH No. 6-17 and proposed wet well.			8	24	4						
9	Prepare 60% PS&E of force main in Wood Ave. from proposed wet well to existing SSMH No. 3-5.			8	24	8						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
10	Prepare surface restoration drawings on private property and street right of way.			8	8	2						
11	Prepare the improvement plans for approximately 400 LF sanitary sewer to serve five lots west of the proposed sewer lift station.			16	16							
12	Include a plan for each of the five lots to show installation of a Grinder Pump on each lot and the rerouting of the existing side sewer.		1	8	8	8						
13	Prepare the 60% PS&E for approximately 350 LF sanitary sewer to serve 2 lots on Stetson Place SW.		2	8	16							
14	Prepare 60% PS&E for each of the five lots to show installation of a Grinder Pump on each lot, the rerouting of the existing side sewer, and connection to existing electrical control panel.		2	8	16							
15	Provide coordination with electrical subconsultant.		1		4							
16	Provide coordination with environmental on permitting requirements.		1	4	2							
17	Provide coordination survey for easement requirements.		2	2	2							
18	Address comments on the 30% Generator aesthetic screening design with elevations and 3-D sketch, rendering, simulation and 2-D poster board.				2							
19	Provide QA/QC of the 60% PS&E documents	4	4			8						
425	WOOD AVENUE EASEMENT NEGOTIATIONS											
1	Review anticipated easements with the City to gain concurrence and to get direction on negotiation style and parameters and price (if required) limits.		2									

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
2	Contact 8 property owners to schedule first negotiations meeting. Skillings will send an introductory letter showing the location of the improvements and the required easement location with legal description for their review prior to commencement of face-to-face negotiations		16									
3	Meet with property owners for negotiations.		24									
4	Submit initial record of negotiations to City for their review and concurrence.		16									
5	Once the City and property owner are in agreement, prepare the final documents and submit final easement documents to the City for recording.		16									
430	WOOD AVENUE (90% PLANS)											
1	Prepare 90% Pump Station improvement plans, incorporate the City's review comments.		4	4	8							
2	Update Quantity Notebook.		1	4	8							
3	Prepare 90% Engineer's Estimate of Probable Cost to Construct.		1	4	8							
4	Prepare 90% Project Specifications (special provisions for non-standard construction items).		2	8	8							
5	Prepare 90% PS&E of force main on wood Avenue from the proposed wet well to the existing SSMH No. 3-5.		4	8	16	4						
6	Prepare 90% PS&E of the gravity sewer between SSMH No. 6-17 and proposed wet well. Include specifications provided by Geotech subconsultant		4	8	16	4						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
7	Prepare the improvement plans for approximately 400 LF sanitary sewer to serve five lots west of the proposed sewer lift station. Include a plan for each of the two lots to show installation of a grinder pump on each lot and the rerouting of the existing side sewer and connections to existing electrical control panel.		4	16	32	4						
8	Prepare the improvement plans for approximately 350 LF sanitary sewer to serve 2-lots on Stetson Place SW. Include a plan for each of the five lots to show installation of a grinder pump on each lot, the rerouting of the existing side sewer and connection to existing electrical control panel.		4	24	36	8						
9	Prepare surface restoration drawings on private property and street right of way.		4	8	16							
10	Add 90% Generator aesthetic screening design with elevations and 3-D sketch rendering simulation to improvement plan set.				2							
11	Provide QA/QC of the 90% PS&E documents	2	4	4		4						
440	WOOD AVENUE FINAL DESIGN											
1	Advance design per 90% review comments. Prepare 100% plans.		4	8	8	4						
2	Prepare 100% specifications.		16	8		4						
3	Update the Quantity Takeoff Notebook.		4	4	8							
4	Prepare Final Engineer's Estimate of Probable Cost to Construct.		2	2	8							
5	Update the Design Documentation File.		2	2	8							
6	Submit to City for approval.		4	8								
7	Prepare design closeout documentation and file maintenance.				4							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
8	Prepare Final Generator aesthetic screening 3-D rendering and poster board (send out for printing and mounting.)				4							
9	Provide QA/QC of the final PS&E documents	2	4	4		4						
10	E-transmit AutoCAD files for each improvement plan sheet.				8							
IV	WING POINT PUMP STATION REHABILITATION											
500	WING POINT SURVEY											
1	City to provide survey.											
510	WING POINT PRELIMINARY DESIGN (30% PLANS)											
1	Prepare Design Documentation Notebook		2	2	4							
2	Prepare a draft Predesign Report documenting sewer flows and wet well volume, pump sizing, dry well/wet well, valves. Address Sea Level Rise. Submit to City for review.		4	4	24							
3	Prepare the plans for the rehabilitation the Wing Point Pump Station.		2	8	16	9						
4	Prepare Quantity Take-off Notebook.				4							
5	Prepare 30% Engineer's Estimate of Probable Cost to Construct.				4							
6	Prepare 30% project Specifications outline.			1	4							
7	Coordinate with affected utility companies.		1	2	4							
8	Review existing documents provided by others.		2	2	4							
9	Review operating conditions with City's maintenance staff and address identified issues, if possible.			2								
10	Coordinate with electrical subconsultant.		2									
11	Provide QA/QC of the 30% PS&E documents	2	2	4		4						

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
520	WING POINT (60% PLANS)											
1	Update the Design Documentation Notebook.				4							
2	Finalize the Predesign Report.		2	4	8							
3	Prepare 60% pump station rehabilitation improvement plans.		2	4	16	4						
4	Update Quantity Takeoff Notebook.			1	4							
5	Prepare 60% Engineer's Estimate of Probable Cost to Construct.		1	2	4							
6	Prepare 60% Specifications (special provisions for non-standard construction items).		1	2	16							
7	Coordination with environmental as prepared in Task 545 above.		1	2		2						
8	Provide QA/QC of the 60% PS&E documents	2	4			4						
525	WING POINT EASEMENT NEGOTIATIONS											
	No work for Consultant.											
530	WING POINT (90% PLANS)											
1	Update Design Documentation File.				2							
2	Conduct Plan-in Had site review.			6	6							
3	Prepare 90% Pump Station Rehabilitation PS&E.		2	4	8							
4	Finalize Quantity Take-off Notebook.				4							
5	Prepare 90% Engineer's Estimate of Probable Cost to Construct.		1	2	4							
6	Provide QA/QC of the 90% PS&E.		2	2	4	4						
540	WING POINT FINAL											
1	Finalize the Design Documentation Notebook.				4							
2	Incorporate City's review comments.		1	2	4							
3	Prepare 100% pump station Improvement Plans.		1	8	8							
4	Prepare 100% Specifications.		1	2	4							
5	Finalize the Quantity Takeoff Notebook.			2	4							
6	Prepare 100% Engineer's Estimate of Probable Cost to Construct the Wing Point Pump station rehabilitation.		1	2	4							

PROJECT NO. 19217 CITY OF BAINBRIDGE SANITARY SEWER IMPROVEMENTS 3/3/20 12:32 PM		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	SURVEY MANAGER	SURVEY TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
7	Prepare 100% Project Specifications.		1	2	8							
8	Provide QA/QC of the final PS&E documents.	4		4		4						
9	E-transmit AutoCAD files for each improvement plan sheet.			8								
545	WING POINT ENVIRONMENTAL PERMITTING											
	HOURS PER DISCIPLINE	115	595	800	1,827	598	36	230	98	191	483	40

**EXHIBIT D-2
CONSULTANT COST COMPUTATION – SUMMARY**

NEGOTIATED HOURLY RATE (NHR):						
Classification	Man Hours	X	Rate	=	Cost	
PRINCIPAL-IN-CHARGE	115	X	\$223.41	=	\$25,691.99	
PROJECT MANAGER	595	X	\$153.00	=	\$91,035.00	
SENIOR PROJECT ENGINEER	800	X	\$153.00	=	\$122,400.00	
ENGINEER	1827	X	\$125.00	=	\$228,375.00	
ENGINEERING TECHNICIAN	598	X	\$110.00	=	\$65,780.00	
SR ENVIRONMENTAL SCIENTIST	36	X	\$113.48	=	\$4,085.19	
PROJECT SCIENTIST	230	X	\$96.46	=	\$22,184.83	
STAFF SCIENTIST	98	X	\$85.11	=	\$8,340.59	
SURVEY MANAGER	191	X	\$168.15	=	\$32,116.65	
SURVEY TECHNICIAN	483	X	\$100.00	=	\$48,300.00	
PROJECT ADMINISTRATOR	40	X	\$110.64	=	\$4,425.62	
Total Hours =	5013				Total NHR =	\$652,734.87
REIMBURSABLES:						
	Mileage	6,000	X	\$0.575	=	\$3,450.00
	Miscellaneous Expenses	\$18,020.00	X	10%	=	\$19,822.00
					Total Expenses =	\$23,272.00
SUBCONSULTANT COST (See Exhibit E):						
	Geotechnical	\$24,728.00	X	15%	=	\$28,437.20
	Electrical	\$80,500.00	X	10%	=	\$88,550.00
					Total Subconsultants =	\$116,987.20
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):						
					Sub Total =	\$792,994.07
MANAGEMENT RESERVE FUND:						
	SUB TOTAL =	\$792,994.07	X	10%	=	MRF = \$79,299.41
GRAND TOTAL						
					GRAND TOTAL =	\$872,293
PREPARED BY: Colleen Haerr, PE						
DATE: 3/3/2020						
REVIEWED BY: Thomas E. Skillings, PE						
DATE: 3/3/2020						

**EXHIBIT D-3
CONSULTANT COST COMPUTATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day	20	\$25.00	\$500.00
5	Photo Copies - Blk & White	Each	1000	\$0.10	\$100.00
6	Photo Copies - Color	Each	200	\$0.35	\$70.00
7	Half Sized Prints	Each	1000	\$0.50	\$500.00
8	Full Sized Prints	Each	25	\$6.00	\$150.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	12	\$100.00	\$1,200.00
13	Miscellaneous Survey Costs	Estimated	1	\$15,500.00	\$15,500.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$18,020.00
	Mileage	Per Mile	6000	0.575	\$3,450.00
Total Expenses					\$21,470.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Colleen Haerr, PE		03/02/2020			

EXHIBIT E-1
SUBCONSULTANT COST COMPUTATION - SUMMARY



March 2, 2020

Skillings
5016 Lacey Boulevard SE
Lacey, WA 98503

Attention: Colleen Haerr, P.E.

Subject: **City of Bainbridge Island – Sanitary Sewer Improvements**
Electrical Engineering Services

Colleen,

Thank you for this opportunity to work with you and the City of Bainbridge Island. This proposal is to provide electrical engineering services for four potential sewer improvement projects. The projects are identified as New Wood Avenue Pump Station, Sunday Cove Pump Station Rehabilitation, Lower Lovell Pump Station Rehabilitation, and Wing Point Pump Station Rehabilitation.

Scope of Services

Electrical engineering services shall include the following:

1. Provide input regarding electrical requirements associated with the easements and property access required to install grinder pumps on private property. Inspection and evaluation of electrical service equipment for approximately eighteen (18) homeowners will be required.
2. Coordinate with S & B Inc. regarding pump controls and SCADA system requirements.
3. Provide construction drawings, technical specifications, and cost estimating for work normally included under Divisions 26 and 27 (electrical) of the Construction Specification Institute (CSI) Manual of Practice. Electronic documents shall be provided for each submittal phase (35%, Permit, 90%, and final), suitable for reproduction and distribution by your office. This proposal assumes your office will provide HultzBHU with AutoCAD compatible backgrounds and electronic documents of all submittal phase project documents. Construction documents shall be prepared so that any or all pump stations and associated work can be bid separately.

Scope of Engineering

Electrical design responsibility shall consist of exterior and indoor pump house lighting, convenience power, appliance and equipment power, HVAC power, low voltage systems pathway (rough-in), voice/data prewire, pump control wiring installation plan and details, fire alarm, stand-by power, and energy code compliance forms for lighting and power systems. Design of pump controls, control panel, and SCADA shall be provided by others.

Pump station rehabilitation engineering scope is limited to electrical design for temporary bypass pumping, pump motor replacement, new pump controls and SCADA, and new generator.

1111 Fawcett Avenue, Suite 100 • Tacoma, Washington 98402
T 253.383.3257 • F 253.383.3283 • general@hultzbhu.com

Skillings
City of Bainbridge Island Sanitary Sewer Improvements
January 28, 2020

Fee

We propose to provide the above described services for a lump sum fee, with charges billed monthly based on percentage of work completed.

Field Investigation	
Pump Stations	\$ 2,500
Homeowner Elec Service Requirements	\$ 5,000
Design new Wood Avenue Pump Station	\$16,000
Design (7) grinder pumps for Wood Ave	\$10,500
Design Sunday Cove Pump Station Rehab	\$ 9,000
Design (4) grinder pumps for Sunday Cove	\$ 6,000
Design Lower Lovell Ave Pump Station Rehab	\$ 9,000
Design (7) grinder pumps for Lower Lovell Ave	\$10,500
Design Wing Point Pump Station Rehab	\$ 9,000
Electrical Cost Estimating	<u>\$ 3,000</u>
Total	\$80,500

Additional services shall be billed at an hourly rate unless otherwise agreed. Hourly rates are as follows: Principal, \$200/HR, Engineer \$ 150/HR, Designer \$ 110/HR, CAD Technician \$85/HR, Clerical \$ 55/hr.

Assumptions/Qualifiers

1. Attendance at an Open House sponsored by the City to inform the public about the project is not included.
2. Design of pump control, SCADA, and wireless communication systems is provided by others.
3. Submitting for permits and permit fees is not included. Coordination to complete permit forms, and responding to permit comments are included.
4. We will be provided AutoCAD compatible backgrounds of the building and site.
5. If printed copies of the final bid set plans and specifications are required, one set will be furnished to us. Any printing of our documents for distribution shall be a reimbursable expense.
6. No unusual or detrimental conditions exist at the sites or in the vicinity requiring any analysis or design consideration by us (electrical power quality issues, special permit process or reviews, etc.).
7. Homeowner electrical services do not require upgrading in order to add the grinder pump connections.

Sincerely,
Hultz/BHU Engineers Inc.



Tom Urquhart, PE

CITY OF BAINBRIDGE ISLAND – SANITARY SEWER IMPROVEMENTS

PROJECT DESCRIPTIONS FOR ELECTRICAL

New Wood Avenue Pump Station

New utility service, electrical distribution, interior lighting, pump controls, telemetry, generator & transfer switch, and power for outlets, equipment, heat & ventilation.

Sunday Cove Pump station rehab

New lighting, generator & transfer switch. Replace electrical distribution equipment and power for outlets, equipment, heat & ventilation based on condition survey. Pump controls and telemetry were updated in 2007.

Lower Lovell Pump Station Rehab

New lighting, pump controls, telemetry, generator & transfer switch. Replace electrical distribution equipment and power for outlets, equipment, heat & ventilation based on condition survey.

Wing Point Pump Station Rehab

New lighting, pump controls, telemetry, generator & transfer switch. Replace electrical distribution equipment and power for outlets, equipment, heat & ventilation based on condition survey.

EXHIBIT E-2
SUBCONSULTANT COST COMPUTATION - SUMMARY



February 25, 2020
File No. P-4783.200

Colleen Haerr, P.E.
Skillings, Inc.
5016 Lacey Blvd. SE
Lacey, WA 98503

Subject: Proposal for Geotechnical Services
West Eagle Harbor Sewer Improvements
Bainbridge Island, WA

Dear Ms. Haerr,

Attached please find our proposal to provide geotechnical engineering support for the proposed sewer improvements in Bainbridge island. Outlined below is our understanding of the project, our approach and scope, and estimated fee to complete our scope of work.

PROJECT UNDERSTANDING

The current scope of work includes three separate projects: Sunday Cove Sanitary Improvements, Lower Lovell Sanitary Sewer Improvements, and Wood Avenue Sanitary Sewer Improvements. We understand that Skillings has been asked by the City of Bainbridge Island to provide a PS&E for these projects. The key elements of these projects are as follows:

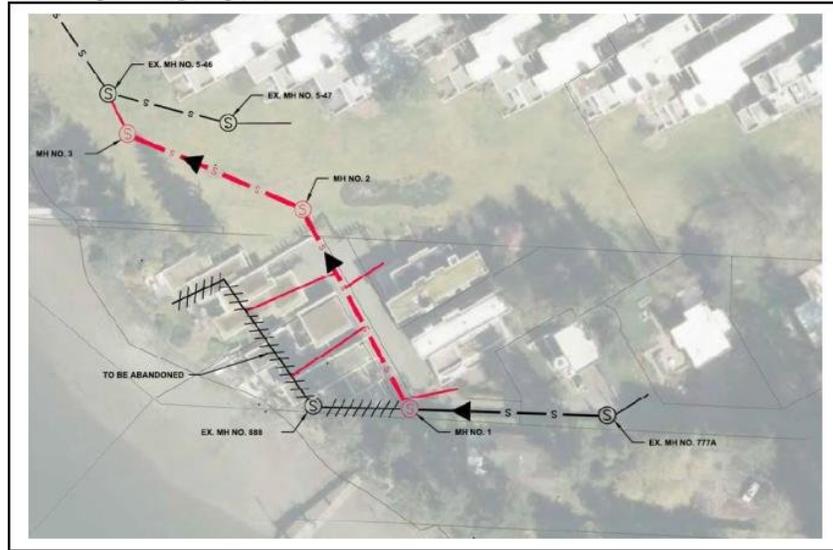
1) Sunday Cove Sanitary Sewer Improvements (Alternative S1)

- Design an approximately 350 lineal feet, 8-inch diameter gravity sewer line from new SSMH no. 1 to existing SSMH no 5-46. The proposed alignment of the 8-inch sewer line includes construction under an existing retaining wall. The new 8-inch line will redirect the sewer flow from the Lower Lovell pump station (currently via the Beach main) to the South Sunday Cove pump station.
- Prepare the PS&E to rehabilitate the Sunday Cove pump station. The existing lift station is a wet pit/dry pit configuration with two 25 hp pumps and a capacity of

3213 Eastlake Avenue East, Suite B
Seattle, WA 98103
Tel: (206) 262-0370
Fax: (206) 262-0374

490 gpm each. The Sunday Cove Lift Station pumps to the Highway 305 Tributary Basin.

- Prepare PS&E to abandon the Beach sewer main in place.
- Project alignment is shown in the site map below (source: Figure 4, Gray & Osborne pre-design report).



2) Lower Lovell Sanitary Sewer Improvements

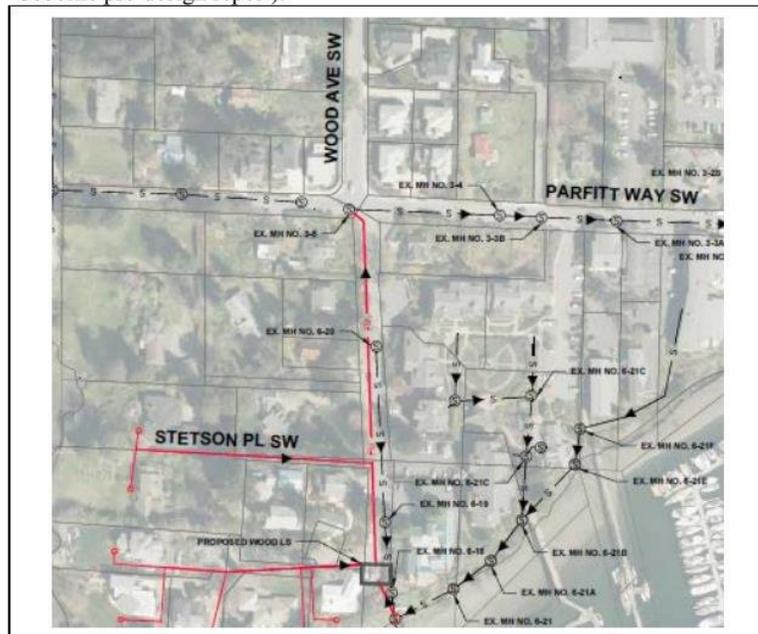
Install grinder pumps on the seven waterfront lots that currently discharge directly to the north segment of the Beach sewer main which is planned to be abandoned. This project also includes the rehabilitation of the Lower Lovell sewer lift station. Skillings will inspect the station and prepare a pre-design report which documents the existing condition and recommends specific improvements.

At this time, it is anticipated that no geotechnical input will be needed for the Lower Lovell project.

3) Wood Ave Sanitary Sewer Improvements (Alternative W2)

PanGEO previously completed a preliminary geotechnical report for this project. In summary, this project will include the following key elements:

- Installation of approximately 80 linear feet of 8-inch gravity sewer from Manhole 6-17 to the new lift station. This construction will likely need to be via auger bore with a 30-inch steel casing;
- Construction of a submersible lift station at the intersection of Wood Avenue SW and Stetson Place;
- Construction of approximately 600 linear feet of 4-inch force main;
- Installation of approximately seven individual grinder pump installations in Stetson Place;
- Continual use of approximately 350 linear feet of the West Eagle Harbor Beach Sewer Main from Manhole 6-17 to Manhole 6-21F.
- Project alignment is shown in the site map below (source: Figure 15, Gray & Osborne pre-design report).



GENERAL SCOPE OF GEOTECHNICAL INPUT

Per our discussion, we understand that the principal objectives of our geotechnical input are as follows:

- Prepare a critical area report per City Shoreline Management Program requirements and fill out and submit Steps 1, 2 and 3 Forms;
- Provide geotechnical consultation with Skillings for the Wood Avenue project, based on existing test borings previously completed by PanGEO in 2017. Provide supplemental recommendations and report for the construction of a deep wet well and the auger bore of the gravity sewer line from the beach to the wet well;
- Provide soil borings for the design and construction of the proposed gravity sewer line for the Sunday Cove Sanitary Sewer Improvements (as shown on Figure 4 in Gray & Osbornes Pre-Design report). The purpose of the soil borings is to confirm that the construction of the proposed gravity sewer line can be accomplished by an open cut trench;
- Provide geotechnical consultation as needed for the duration of the design of the project; and
- At this time it is not anticipated that any geotechnical consulting would be required for the Lovell Ave project.

Our proposed scope of work and proposed fee are summarized in Exhibits I and II, respectively. In summary, we estimate that a budget of \$24,728 will be needed to complete the proposed geotechnical study. We will not exceed this amount without your prior authorization.

Please call should you have any questions regarding this proposal.

Sincerely,



Siew L. Tan, P.E.
Principal Geotechnical Engineer

Enclosures:

- Exhibit I: Scope of Work
- Exhibit II: Cost Estimate

EXHIBIT I – SCOPE OF WORK

1. **Site Reconnaissance** – A site visit to assess site surface conditions at the proposed test boring locations for planning purposes. During the site visit, test boring locations will be marked on the ground for utility locates.
2. **Subsurface Explorations** – Drill up to three test borings along the Sunday Cove Sanitary Sewer Improvements project. The actual test boring locations to be determined on a later date, based on input from Skillings and the site conditions. For cost estimating purposes, we assume the test borings will be drilled to a maximum depth of 25 feet each. Standard Penetration Tests (SPT) will be performed at 2½ and 5-foot depth intervals.

Prior to drilling, we will provide an exploration plan with test boring locations to the project team for comments. If needed, we will submit paperwork to the City for a right-of-way permit in order to drill in the right-of-way.

We will notify 1-call center for utility locates. After completion of the drilling, the test borings will be backfilled and patched with asphalt or concrete.

Drill cuttings will be removed from site, assuming that the site soils are not contaminated. If signs of potential contaminations are detected during drilling, the drill cuttings will be placed in steel drums, and placed in an area designated by the project owner.

We assume that right-of-way permits, if needed, will be provided to PanGEO at no cost. We also assume that the traffic control will be limited to placing orange cones around work area.

3. **Laboratory testing** – We will conduct appropriate laboratory testing on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM), as applicable, such as natural moisture content, Atterberg limits and grain size analyses.
4. **Geotechnical Critical Report** – Prepare a geotechnical critical area report per City Shoreline Management Program requirements. Fill out and submit Steps 1, 2 and 3 Forms.
5. **Geotechnical Report** – A geotechnical data report will be prepared summarizing our findings. The report will include a site plan showing the approximate test borings locations (current and previous), a summary of laboratory test results, summary boring logs, a summary description of the subsurface conditions encountered, and

recommendations for trenching/shoring, backfill, groundwater control, sewer line installation below existing wall, and other considerations based on the subsurface conditions.

The report will also include supplemental recommendations for the proposed Wood Ave sewer pump station project. This supplement would include recommended construction methods for the selected alternative discussed with Skillings, including construction of a deep wet well and the auger bore of the gravity sewer line from the beach to the wet well.

6. **Consultations for Wood Ave Project** – Provide consultations to Skillings for the Wood Avenue project, based on existing test borings.
7. **Post Report Design Consultations** – Provide consultations on an as-needed basis, during the duration of the project.

EXHIBIT II - COST ESTIMATE

ESTIMATED LABOR:								
WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATE						TOTAL	TOTAL
	P Grant \$175.00	S. Tan \$175.00	Proj Engr \$135.00	Staff Geol \$110.00	Sr Geologist \$145.00	Admin. \$90.00	HOURS	AMOUNT
Site Recon		6		6			12	\$1,710
Coordination for Field Activities		1		6			7	\$835
Field Exploration (Drilling)				9			9	\$990
Review Lab Test results				1			1	\$110
Boring Log Preparation				4			4	\$440
Critical Area Report + Forms				16	16		32	\$4,080
Report/Engineering		16	8	16			40	\$5,640
Consult & Report: Wood Ave Project		16	16	4			36	\$5,400
Consultations As Needed		6	4				10	\$1,590
TOTAL LABOR:	0	38	28	50	16	0	132	\$18,250

LABORATORY TEST SUMMARY:				ESTIMATED DIRECT EXPENSES:	
Test	Est. No. Tests	Unit Cost	Total Cost		
Moisture Content	6	\$25	\$150	Mileage @ \$0.54/mi.	\$65
Grain Size Analysis	6	\$125	\$750	Ferry	\$60
Atterberg Limits	2	\$250	\$500	Laboratory Testing	\$1,400
Modified Proctor		\$220	\$0	Field Supplies	\$15
OBR		\$210	\$0	Report Production	\$15
LABORATORY TOTAL:			\$1,400	TOTAL DIRECT EXPENSES:	\$1,555

ESTIMATED SUBCONTRACTOR COSTS:	
Drill Rtg Mob/Demob	\$700
Ferry	\$225
Drilling - 90 feet & \$35	\$3,150
Haul Cutting	\$400
TOTAL SUB. COSTS:	\$4,475

PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	\$18,250
Direct Expenses	\$1,555
Subcontractor Costs+ 10%	\$4,923
TOTAL:	\$24,728

Lovell Avenue Beach Mains

Sunday Cove, Lovell, and Wood Avenue Sewer System

July 28, 2020



CITY OF
BAINBRIDGE ISLAND

Project Goals

1. Improve shoreline environment by removing aging sewer pipe from beach
2. Reduce maintenance and operating costs associated with an aging and defunct system by improving system reliability and serviceability



CITY OF
BAINBRIDGE ISLAND

Goal #1: Improve environment

The existing sewer main system is subject to corrosion, sagging and blockages, and will threaten the environment when failure occurs:



CITY OF
BAINBRIDGE ISLAND

Goal #2: Reduce maintenance, increase efficiency

- Only accessible during low-tide;
- Requires frequent cleaning due to shifting and poor performance;
- Future failures would require investments in temporary pipe re-routing, pumps and major disturbance to shoreline properties



CITY OF
BAINBRIDGE ISLAND

Pre-Design Report Findings

The pre-design report looked at both rehabilitating and replacing the existing beach main and found both options infeasible due to:

- Limitations of rehabilitation techniques - no effect on sags and low spots
- Solutions still did not address accessibility
- Expense from dewatering open trenches in sync with tidal schedules
- Expense of structural support systems for a new pipe



CITY OF
BAINBRIDGE ISLAND

Pre-Design Report Recommendations

- 1) Decommission existing sewer mains located in the beach
- 2) Rehabilitate existing (and aging) upland facilities to accommodate re-routed flows
- 3) Install new facilities to accommodate re-routed flows
- 4) Included in General Sewer Plan



CITY OF
BAINBRIDGE ISLAND

Types of Work to be Performed

- Pump station rehabilitation
- New pump station construction
- Sewer main construction
- Individual residential side sewers



CITY OF
BAINBRIDGE ISLAND

Pump Station Rehabilitation



Lovell Pump Station



Wing Point Pump Station

(Not part of the Lower Lovell System,
but also in need of rehabilitation)



CITY OF
BAINBRIDGE ISLAND

Pump Station Construction

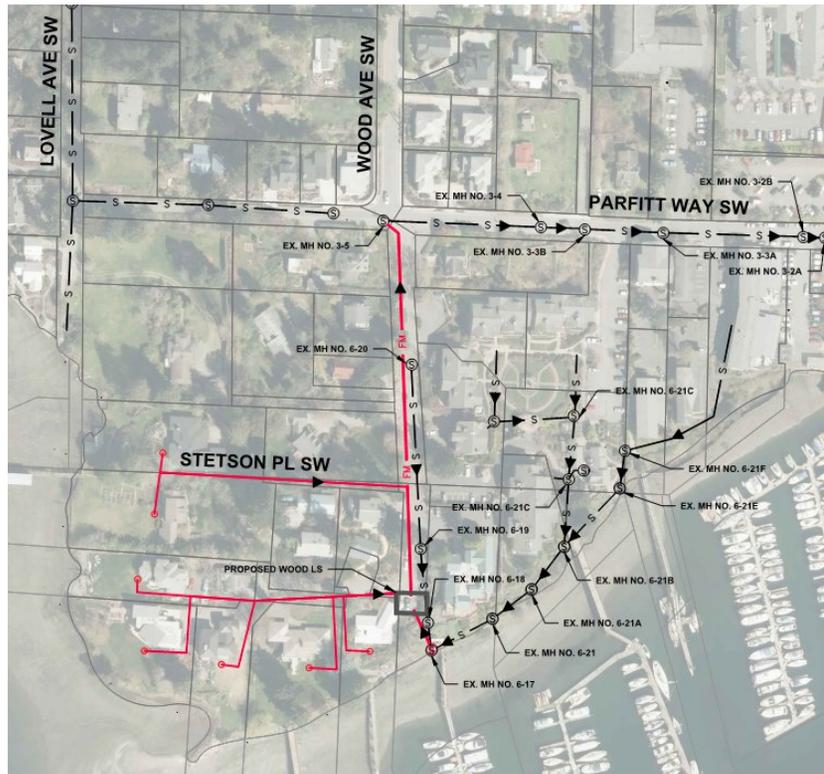


Typically includes a deep below-ground structure (wet well); two or three large pumps, control panel and telemetry, power panel, emergency generator, and protective bollards, etc.



CITY OF
BAINBRIDGE ISLAND

Sewer Mains & Pumped Residential Side Sewers

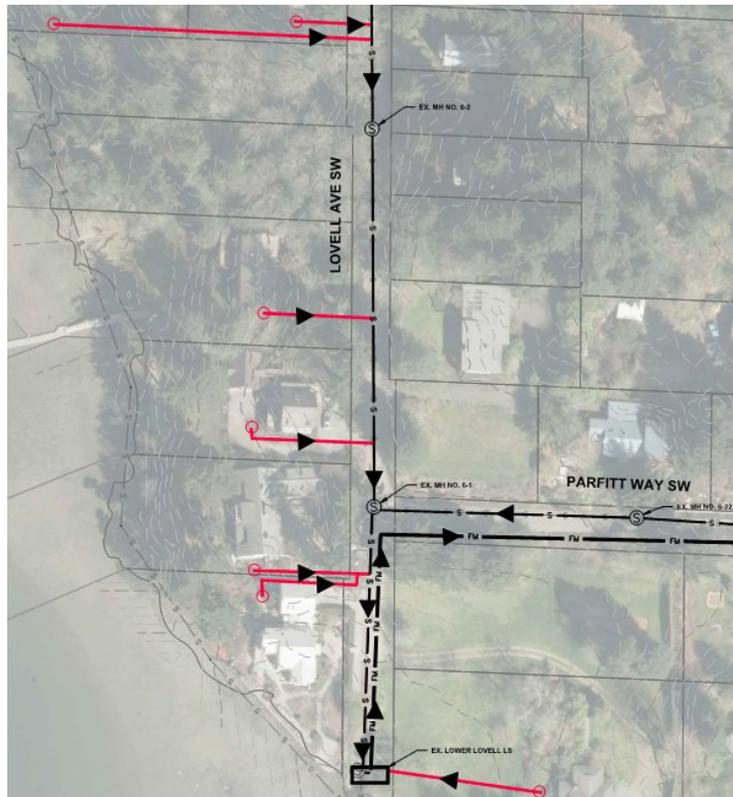


Wood Avenue and Stetson Place construction includes new pump station, force main, and new side sewers with grinder pumps



CITY OF
BAINBRIDGE ISLAND

Pumped Residential Side Sewers



West side Lovell customers fitted with grinder pumps to existing main in street



CITY OF
BAINBRIDGE ISLAND

Proposed Sewer System Operation



CITY OF
BAINBRIDGE ISLAND

Schedule

Begin Design (Skillings Connolly, Inc., late summer 2020 through 2021)

- ❑ Surveying
- ❑ Easements
- ❑ Site assessments
- ❑ Design Documents
- ❑ Permitting

Construction (2022 through 2023 - later phase in out years 2025-2026)



CITY OF
BAINBRIDGE ISLAND

Overall Project Cost

- Ballpark total cost of construction = \$5.35 million
- Included in current sewer rates
- Funds earmarked in City's current Capital Improvement Plan (CIP)
- No additional cost to customers and property owners - City pays for all equipment, installation, and on-site private property restoration (landscaping features, etc.)



CITY OF
BAINBRIDGE ISLAND

Tonight's Decision

- Approve consultant contract with Skillings Connelly for project design
- Contract value = \$872,293
- Project funds included in the Capital Improvement Plan with two exceptions:
 - Authorize \$45,000 additional funds for Lower Lovell Pump Station
 - Move \$200,000 for Sunday Cove Gravity Sewer from 2022 to 2020



CITY OF
BAINBRIDGE ISLAND

Lovell Avenue Beach Main Q&A



CITY OF
BAINBRIDGE ISLAND