CITY OF
BAINBRIDGE ISLAND

# CITY COUNCIL REGULAR BUSINESS MEETING
# TUESDAY, DECEMBER 08, 2020

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:
HTTPS://BAINBRIDGEWA.ZOOM.US/J/94604261409
OR IPHONE ONE-TAP :
US: +12532158782,,94604261409# OR +16699009128,,94604261409#
OR TELEPHONE: 253 215 8782
WEBINAR ID: 946 0426 1409

## AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**

2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**

3. **PUBLIC COMMENT**

   **3.A** **(6:10 PM) Instructions for Providing Public Comment - City Clerk,** 15 Minutes
   Instructions for Providing Public Comment at Remote Meetings.docx

4. **MAYOR'S REPORT - 6:25 PM**

5. **CITY MANAGER'S REPORT - 6:30 PM**

6. **FUTURE COUNCIL AGENDAS - 6:35 PM**

   **6.A** **Future Council Agendas,** 10 Minutes
   December 15 City Council Study Session.pdf
   December 16 Special Joint City Council and RETF Meeting.pdf

7. **NORTH WARD COUNCIL VACANCY**

   **7.A** **(6:45 PM) Questions and Answers with the Council Candidates,** 20 Minutes
   Jane Lindley Council Vacancy Application
   Brenda Fantroy-Johnson Council Vacancy Application

   **7.B** **(7:05 PM) Selection and Appointment of North Ward Council Member,** 10 Minutes

## 8. PRESENTATION(S)

**8.A** **(7:15 PM) Utility Advisory Committee Recommendations on Small Water Systems and 2021 Work Plan Update,** 20 Minutes
Utility Advisory Committee Water System_Annual Report and 2021 Work.pptx
COBI Water System Memo 102320.pdf
UAC 2020 Annual Report 11-16-20.docx

**8.B** **(7:35 PM) COVID-19 Community Based Testing Site Update - Executive,** 10 Minutes
COVID Update to Council 12082020.pdf

**8.C** **(7:45 PM) Winter Weather Briefing, Executive,** 10 Minutes
12082020 EM Presentation to CC Winter Weather.pdf

## 9. PUBLIC HEARING(S)

**9.A** **(7:55 PM) Ordinance No. 2020-37 Relating to 6-Month Extension of Landmark Tree Ordinance - Planning,** 10 Minutes
Ordinance No. 2020-37 Extending Landmark Tree Regulations
Exhibit A to Ord. 2020-37 (Work Plan)
Exhibit B to Ordinance 2020-37 (Winslow Master Plan Study Area)
Ordinance No. 2020-13 [For Reference}

## 10. UNFINISHED BUSINESS

**10.A** **(8:05 PM) Ordinance No. 2020-34 Prohibiting New Self-Service Storage Uses, Consider Adoption - Planning,** 15 Minutes
Ordinance No. 2020-34 Self-Service Storage Facilities Moratorium
Exhibit A to Ordinance 2020-34.docx
Planning Commission Recorded Motion 2020-34.pdf
Planning Commission Public Hearing Public Comments.pdf
[For Reference} Ordinance No. 2020-36 Extending the Moratorium on Self-Service Storage Facilities Approved 111020.pdf

**10.B** **(8:20 PM) Ordinance No. 2020-41 Terminating the Self-Service Storage Moratorium - Planning,** 10 Minutes
Ordinance No. 2020-41 Terminating the Moratorium Related to Self-Service Storage Facilities

**10.C** **(8:30 PM) 2020 Annual Drainage Project Contract Award - Public Works,** 10 Minutes
Bid Form.doc
Small Works Roster Contract Pro Forma - WITH Amendments to Specs and Special Provisions - RLS Rev 10-29-20.docx

**10.D** **(8:40 PM) Dump Truck Cab and Chassis Procurement - Public Works,** 10 Minutes
RWC Group_International Dump Truck.pdf
Northend Truck Equip Hook Lift_Plow_Sander.xlsx.pdf

Northend Truck Equip Retrofit Existing Equip.pdf

**10.E** **(8:50 PM) Ordinance No. 2020-23, Creating a Standing Race Equity Advisory Committee - Executive,** 15 Minutes
Ordinance No. 2020-23 Creating Race Equity Advisory Committee
[For Reference] October 2, 2020 Staff Memo - Recommended Discussion Points

## 11. NEW BUSINESS

**11.A** **(9:05 PM) Vincent Road Property Trail Easement - Public Works,** 10 Minutes
Vincent Property Trail Easement
Winslow to Gazzam-cross island trail - Dec 2020

**11.B** **(9:15 PM) Consider Approval of Donation Agreement Related to Mobile Home at the Islander Mobile Home Park,** 10 Minutes
Donation Agreement - Christopherson
Subscription Agmt for Membership and Proprietary Lease - Lot 48 (October 2004)
Consent to Sublease - Christopherson (October 2004)
Sublease Agreement - Christopherson (November 2004)
Resolution No. 2010-24 (ISLANDER MOBILE HOME PARK)

**11.C** **(9:25 PM) Approve Appointment of Deputy City Manager Ellen Schroer as Interim City Manager,** 10 Minutes

## 12. COUNCIL DISCUSSION

**12.A** **(9:35 PM) Request from the Race Equity Task Force for Council to Endorse GARE Open Letter Opposing Executive Order Banning Systemic Racism Training - Councilmembers Nassar and Hytopoulos,** 10 Minutes
GARE An Open Letter In Support of Meaningful Conversation and Action to Address Systemic Racism in Government and all American Institutions.docx

## 13. CONSENT AGENDA

**13.A** **(9:45 PM) Agenda Bill for Consent Agenda,** 5 Minutes

**13.B** **Accounts Payable and Payroll**
AP Report to Council of Cash Disbursements 12-09-20.pdf
Payroll.pdf

**13.C** **Special City Council Meeting Minutes, November 16, 2020**
Special City Council Meeting Minutes, November 16, 2020.pdf

**13.D** **City Council Study Session Minutes, November 17, 2020**
City Council Study Session Minutes, November 17, 2020.pdf

**13.E** **Regular City Council Business Meeting Minutes, November 24, 2020**
Regular City Council Business Meeting Minutes, November 24, 2020.pdf

**13.F** **Ordinance No. 2020-38, Relating to 2020 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,** 5 Minutes
2020 4th QTR BUA Transmittal Memo for 11242020
ORD 2020-38 2020 4th QTR Budget and CIP Amendments - FINAL.docx
Ord 2020-38 Attachment A - Q4 Budget Amendments.pdf

**13.G** **Second Amendment to the Agreement for Provision of Juvenile Detention Facilities - Police,** 5 Minutes
2021 Juvenile Detention Facilities ILA Second Amendment.docx

**13.H** **Amendment No. 1 to Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation - Public Works,** 5 Minutes
Amendment No. 1 to 2019-20 ILA Between COBI and the Kitsap Conservation District.docx
2019-2020 Kitsap Conservation District ILA - Executed.pdf
2019 KCD and Bainbridge ILA Annual Report.pdf
2018 KCD and Bainbridge ILA Annual Report.pdf

**13.I** **Ordinance No. 2020-32 Relating to Speed and Wake Restrictions in Blakely Harbor - Police,** 5 Minutes
Ordinance No. 2020-32 Speed and Wake Restrictions in Blakely Harbor.docx
Blakely Harbor No Wake.pdf

**13.J** **Confirmation of Appointment to the Planning Commission - Mayor Schneider,** 5 Minutes
Planning Commission Applications (Redacted).pdf

**13.K** **Appointments to the Lodging Tax Advisory Committee - Mayor Schneider,** 5 Minutes
Lodging Tax Advisory Committee Applications - Redacted.pdf

## 14. COMMITTEE REPORTS - 9:50 PM

## 15. FOR THE GOOD OF THE ORDER - 9:55 PM

## 16. ADJOURNMENT - 10:05 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:** December 8, 2020 **ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (6:10 PM) 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.docx

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

## OFFICE OF THE CITY CLERK

## SEPTEMBER, 2020

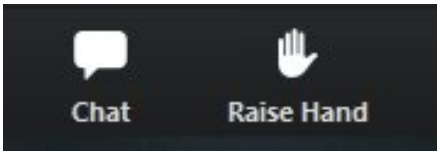
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions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

### INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

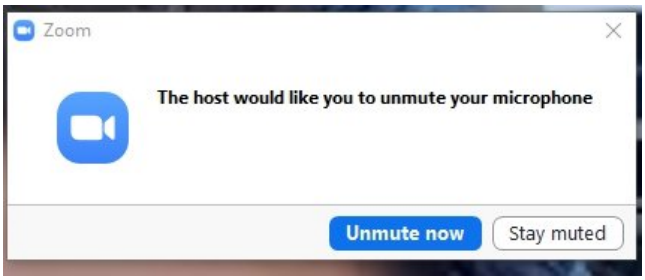
1. Attendees who wish to provide public comment sign in to Zoom with their name.

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.

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

6. Attendee provides their comment.

7. A timer on the screen will track your time.

8. Stop speaking when the timer reaches the 3-minute mark.

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

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

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** 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:**

December 15 City Council Study Session.pdf

December 16 Special Joint City Council and RETF Meeting.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL STUDY SESSION**
**TUESDAY, DECEMBER 15, 2020**

REMOTE MEETING ON ZOOM

**AGENDA**

1. **CALL TO ORDER / ROLL CALL - 6:00 PM**

2. **EXECUTIVE SESSION**

   **2.A** **(6:05 PM) Pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for employment or to review the performance of a public employee.** 60 Minutes

3. **APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE**

4. **MAYOR'S REPORT**

5. **FUTURE COUNCIL AGENDAS**

6. **PRESENTATIONS**

7. **UNFINISHED BUSINESS**

   **7.A** **Policy Options for Lots less than 12,500 square feet in the R-1, R-2 & R-0.4 zoning district** 30 Minutes

   **7.B** **Staff Update on Joint City Council/Planning Commission Land Use Subcommittee Recommendations and Timeline, Phase 1** 30 Minutes
   Joint_Land_Use_Subcommittee_Memorandum_Attachment_A_Table
   Joint_Land_Use_Subcommittee_Memorandum_Initial_Recommendations

   **7.C** **(x PM) Update from Joint City Council and Planning Commission Land Use Subcommittee - Councilmembers Carr, Hytopoulos, and Pollock,** 10 Minutes

8. **NEW BUSINESS**

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

**SPECIAL CITY COUNCIL MEETING**
**WEDNESDAY, DECEMBER 16, 2020**

SPECIAL JOINT CITY COUNCIL AND RACE EQUITY TASK FORCE STUDY SESSION

REMOTE MEETING ON ZOOM

## AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**

2. **PRESENTATION**

   **2.A** **Presentation from Kitsap SURJ (Showing Up for Racial Justice) and IREHR (The Institute for Research and Education on Human Rights ) on Threats to a Welcoming Kitsap: Xenophobia, White Nationalism, and Racism in Kitsap County,** 2 Hours

3. **ADJOURNMENT - 8:00 PM**

## GUIDING PRINCIPLES

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

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

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (6:45 PM) Questions and Answers with the Council Candidates,

**SUMMARY:** Councilmembers will have the option to pose one question to each Council candidate. The candidate will have one minute to respond to each question.

**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:**

Jane Lindley Council Vacancy Application

Brenda Fantroy-Johnson Council Vacancy Application

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**Jane Lindley**

**APPLICATION FOR APPOINTMENT TO BAINBRIDGE ISLAND CITY COUNCIL POSITION #2**

## Applicant Information

(Please type or print)

Applicant Name Jane Lindley

Residence Address [redacted], Bainbridge Island, WA 98110

Home Phone: see cell phone >> Work/Cell Phone [redacted]

E-Mail [redacted]

## Cover Letter & Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

## Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Bainbridge Island on separate pages using no more than 3 pages total:

1. Why are you interested in serving as a Bainbridge Island City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Bainbridge Island community. Address its relevance to the position of Bainbridge Island City Councilmember.
5. What do you wish to accomplish during this appointed term as a Bainbridge Island City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else that you may wish to add that would help us get to know you a little better?

---

Please return this form, your cover letter, resume, and answers to the supplemental questions to the City Clerk at Bainbridge Island City Hall (280 Madison Avenue North, cityclerk@bainbridgewa.gov) **no later than 4:00 pm on Wednesday, November 25, 2020**. Applications received after 4:00 pm will not be accepted. The application and any correspondence should be addressed to:

**Christine Brown, City Clerk**
**Councilmember Recruitment 280**
**Madison Avenue North Bainbridge**
**Island, WA 98110**
**cityclerk@bainbridgewa.gov**

**Jane Lindley**

**APPLICATION FOR APPOINTMENT TO BAINBRIDGE ISLAND CITY COUNCIL POSITION #2**

Christine Brown, City Clerk
Council Recruitment 280
280 Madison Avenue North
Bainbridge Island, WA 98110

Nov 18, 2020

Dear Christine,

I've lived on the island for 28 years, first in downtown Winslow, and now on the north end. Shortly after moving to Bainbridge from Boston, MA, I joined the Chamber and Rotary to support my then photography business, which morphed over the years to graphic design and finally to web design and development.

In 2005, my company SuperWebGroup, Inc., built city's website with our proprietary content management system, which gave the city control over its content before open-source solutions such as WordPress were as flexible as they are today. I retired early to devote my time to community and environmental organizations. It's not that I don't love the corporate world – it's that I love the actual world even more.

In 2013, I became a board member and later president of Sustainable Bainbridge. I participated in all of the organizations programs from Beach Cleanup to Zero Waste, but more importantly, I worked on the City's Comprehensive Plan alongside my board members for two years. I would like the opportunity to contribute to the Comprehensive Plan's implementation.

From my involvement with Sierra Club, lobbying for statewide environmental and energy legislation, including the Clean Energy Transformation Act, to my participation in local environmental groups to voicing my concerns at council meetings, I have been and will continue to be a strong advocate for protecting our natural environment.

I'm grateful for council's unanimous support of the new Climate Action Plan (CAP) and the hard work of the Climate Change Advisory Committee and city staff. I look forward to assisting the realization of the CAP goals. And, I applaud council's clear statement to make us an inclusionary community. Diversity benefits all Islanders and strengthens and enriches our local community by actively welcoming all voices and meeting the needs of all citizens.

Kol Medina has done an exemplary job as both a councilmember and mayor. His leadership and commitment to the environment will be missed. I will carry forward a similar commitment and I look forward to the privilege of serving our community.

Sincerely,

Jane Lindley
[redacted]
Bainbridge Island, WA
[redacted]

**Jane Lindley**

**APPLICATION FOR APPOINTMENT TO BAINBRIDGE ISLAND CITY COUNCIL POSITION #2**

**Application Questions:**

1. **Why are you interested in serving as a Bainbridge Island City Councilmember?**
   In 28 years as an island resident, this moment is significant in that the BI City Council and community leaders have priorities that are directly aligned with the experience and abilities that I offer.

   As a board member and later president of Sustainable Bainbridge, I was fortunate enough to work on the most recent update of the Comprehensive Plan. The plan is an accurate reflection of the island's shared values and vision for our future. Council's commitment to ensuring that our policies, programs and codes clearly reflect the Comprehensive Plan is critical. The recent Winslow Hotel project is an example of when our codes allowed a commercial development that was not envisioned by decisionmakers or citizens. I would welcome the opportunity to play a part in implementing the Comprehesive Plan as intended.

   As a long-term environmental and climate change activist, I am extremely grateful for council's unanimous support of the new Climate Action Plan (CAP) and for the hard work of the Climate Change Advisory Committee (CCAC). I would love to assist in the implementation of CAP's goals and make Bainbridge Island a true climate solutions leader.

   I think most island residents are concerned by the lack of income and racial diversity as well as our failure to meet the needs of our minority populations and that is why I applaud council's clear statement to make us a verifiably inclusionary community. Diversity benefits all Islanders and strengthens and enriches our local community by actively welcoming all voices and meeting the needs of all citizens.

2. **What strength would you bring to the Council?**
   A number of my strengths will serve the council and our community well:
   - As an entrepreneur, I'm disciplined, a creative thinker, and have a strong work ethic.
   - After a decade of climate action work, I have an understanding of climate change issues and emission reduction policies on the state and local level.
   - Given my work on the Comprehensive Plan, I am familiar with both its content and relevance to decision making.
   - I have a working knowledge of WA electric utilities, our new Clean Energy Transformation Act (CETA) and many of the related regulations and legislation.
   - My community knowledge is deep. As someone who has lived on the island for almost three decades, I've had the opportunity to participate in a wide variety of community projects such as Arts Walk, and nonprofits such as Bainbridge Island Land Trust, Climate Action Bainbridge, Sustainable Bainbridge, Arms Around Bainbridge, and Friends of the Farms.
   - I believe those who know me well would describe me as collaborative and even tempered. I have a reputation for welcoming new ideas and points of view.

3. **What are the three highest priorities and/or issues you believe the City needs to address?**
   1. *Implementing the Comprehensive Plan.* Taking our Comprehensive Plan from a vision to a reality.

2. *Implementing the Climate Action Plan*. It measurably reduces emission and is supported by the community.
3. *A Welcoming Community.* Helping to make Bainbridge a truly diversified community in terms of race, ethnicity, sexual preference and income. And, to actively address the needs of all our citizens.

- **How would you propose to address these issues?**

  ***Comprehensive Plan.*** Implementing the Comprehesive Plan will require massive amounts of work and real coordination with our knowledgeable citizen advisory and ad hoc committees, the Planning Commission and professional staff. If we fail, our destiny will be controlled by outside forces who have little interest in protecting the unique character of our island or the integrity of our natural resources.

  ***Climate Action Plan.*** The decision to hire a climate change mitigation and adaptation specialist is key to implementing the steps outlined in the CAP. From our Sustainable Transportation Plan to proposed green building codes to the selection of a new city manager, council will need to keep a focus on rigorously addressing climate change. Additionally, I am a strong proponent for making our CAP as much a community responsibility as a city responsibility. I would support the creation of a subcommittee of the CCAC that has an outreach focus rather than a technical focus to secure full community support and engage local groups and organizations including schools, churches and businesses.

  ***Inclusivity and Diversity.*** Our history is made richer by a diverse population: Native American, Asian, Filipino, and African American - many of whom preceded whites on this Island. We must seek and welcome their voices and active involvement in decision making. The Race Equity Task Force is an important step in accomplishing this end. We need to work diligently to create real affordable housing that uses innovative approaches that truly benefit underserved populations. City leaders need to continue to expand our recognition of the true heritage of the island and celebrate the unique cultures that are represented.

4. **Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Bainbridge Island community. Address its relevance to the position of Bainbridge Island City Councilmember.**

- Past board member and president of Sustainable Bainbridge.
- Active member and Bainbridge representative to Sierra Club's Seattle Chapter - a recognized voice for climate justice.
- Former member of the Chamber.
- One of the first female members of the Bainbridge Island Rotary.
- Worked alongside the Affiliated Tribes of the NW Indians and Puyallup Tribe to fight large corporations threatening their livelyhood, air and water quality in Washington State.

- Worked with many local nonprofits such Bainbridge Island Land Trust, Climate Action Bainbridge, Sustainable Bainbridge, Kitsap Forest & Bay Project that saved 4,000 acres in Port Gamble from development, Friends of the Farm and others.
- Former member of Island Power
- Current member of Climate Action Bainbridge
- Coordinator and Co-founder of Act 4 Climate
- Volunteered with Rotary Auction, Zero Waste, local arts, beach cleanup and others.

Throughout my years on Bainbridge Island, I have been actively engaged in our community, which gives me an important perspective. I'm well versed in the work of community nonprofits and the environmental community, but I also understand - as a former business owner - that business needs are important as well. It's a balancing act. I've commented at council meetings many times and will listen to and do my best to represent all islanders.

5. **What do you wish to accomplish during this appointed term as a Bainbridge Island City Councilmember?**

My goal is to work to implement the Comprehensive Plan, Climate Action Plan and support a diverse community on Bainbridge Island. Also, I would like to improve the communities perception of our city government and help bring our community together through expanded outreach and island wide projects such as the Climate Action Plan.

Additionally, I would like to play a role in helping select a truly innovative and responsive new city manager. We are about to embark on an exciting chapter and our island merits a manager with proven skills to help us achieve our goals.

6. **What is your vision for our City and community?**
To follow the vision outlined in the latest Comprehensive Plan in a community that is supportive of diverse viewpoints, and, is confident in its future (as detailed in my responses above).

7. **Is there anything else that you may wish to add that would help us get to know you a little better?**
I married my college sweetheart, Pete Pinardi, on a boat in Puget Sound. I love the outdoors and joined the Seattle Mountaineers shortly after moving to Bainbridge from Boston. Since then I have hiked most of the trails on the Olympic Peninsula, kayaked the San Juans, participated in Arms Around Bainbridge relay swim in Puget Sound and competed in local triathalons. Recently, I've taken up golf. Once Covid is contained I hope to get back to competitive swimming.

My LinkedIn profile: www.linkedin.com/in/janelindley2020

# Jane Lindley

Bainbridge Island, Washington, United States

[redacted]

linkedin.com/in/janelindley2020

## Experience

### Co-Founder
Act 4 Climate
Oct 2019 - Present (1 year 2 months +)
Act 4 Climate has a simple goal – to bring together a large pool of concerned citizens who will show up when showing up counts most – to city council and planning commission meetings, to hearings, rallies and lobbying events. Working together we have real power.

### Communication Specialist
Nonprofits
Oct 2011 - Oct 2019 (8 years 1 month)
Built websites, setup Facebook accounts, did PR or other communication work for clients: Bainbridge Island Forum, Friends of the Farms, Suyematsu Farms, Sustainable Bainbridge, Bainbridge Island Land Trust, The Great Peninsula Conservancy and Kitsap Forest & Bay Project, among others.

### Co-Founder
Island Power
Jan 2015 - Jun 2017 (2 years 6 months)
I worked with engineers, geologists, utility experts, environmentalists and politicians to urge our city to put a public power measure on the ballot to get off of fossil fuel-generated electricity. The campaign started after council members suggested we educate the public about public power before they considered writing an ordinance. In June of 2017 the City of Bainbridge Island tabled our request to put a public power measure on the ballot, however, we did raise the level of climate change awareness in our community.

### Board President
Sustainable Bainbridge
Dec 2013 - Dec 2015 (2 years 1 month)

### Director of Development and Operations
NetGalley LLC
Dec 2008 - Sep 2011 (2 years 10 months)
• Worked with senior leadership team on project management and reporting, including analysis and communication of financial and operational data for decision-making and strategic planning.
• Planned and coordinated development releases and disseminated information to executives and outside vendors.

• Assessed change readiness, created and managed change management plans, developed and executed communication plans, defined roles and responsibilities and measured departmental impact.
• Participated in project implementation.
• Oversaw developers schedules and workload.

### Director of Development & Operations
Rosetta Solutions
Oct 2008 - Dec 2008 (3 months)

### Lead Program Manager - UI
Rosetta Solutions
Nov 2007 - Oct 2008 (1 year)

### President & Creative Director
Super WebGroup, Inc.
Jan 2000 - Nov 2007 (7 years 11 months)
Designed and developed an enterprise-level ASP.Net/SQL database-driven content management system that we used to build websites for clients including: The City of Bainbridge Island, City of Gig Harbor, Pope Resources, Kitsap Peninsula Visitor & Convention Bureau, The Russell Family Foundation, Scotsman Guide Publishing, Port Gamble, and the Port of Bremerton.

### Partner/Photographer and Designer
Lindley • Eaton Productions, Inc
Jan 1995 - Dec 1998 (4 years)
We offered graphic design, photography, digital manipulation, photo optimization, production and prepress for a concept to completion service. We developed annual reports for clients such as: The Brainerd Foundation, The Russell Family Foundation and Valley Medical Center.

## Education

### Hampshire College
BA, Botany
1980 - 1984
Awarded Threshold Grant to complete senior thesis.

### George School
High School, English, Physics, Botany
1975 - 1979

## APPLICATION FOR APPOINTMENT TO BAINBRIDGE ISLAND CITY COUNCIL POSITION #2

### Applicant Information

(Please type or print)

Applicant Name: Brenda Fantroy-Johnson

Residence Address: [redacted]

Home Phone: [redacted] Work/Cell Phone same

E-Mail: [redacted]

### Cover Letter & Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

### Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Bainbridge Island on separate pages using no more than 3 pages total:

1. Why are you interested in serving as a Bainbridge Island City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Bainbridge Island community. Address its relevance to the position of Bainbridge Island City Councilmember.
5. What do you wish to accomplish during this appointed term as a Bainbridge Island City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else that you may wish to add that would help us get to know you a little better?

---

Please return this form, your cover letter, resume, and answers to the supplemental questions to the City Clerk at Bainbridge Island City Hall (280 Madison Avenue North, cityclerk@bainbridgewa.gov) **no later than 4:00 pm on Wednesday, November 25, 2020**. Applications received after 4:00 pm will not be accepted. The application and any correspondence should be addressed to:

**Christine Brown, City Clerk**
**Councilmember Recruitment**
**280 Madison Avenue North**
**Bainbridge Island, WA 98110**
**cityclerk@bainbridgewa.gov**

Brenda Fantroy Johnson

November 9, 2020

Mayor Leslie Schneider, Deputy Mayor Joe Deets, Councilmember Rasham Nassar, Councilmember Kirsten Hytopoulos, Councilmember Michael Pollock, Councilmember Christy Carr
City of Bainbridge Island

Dear Mayor Schneider, Deputy Mayor Deets and Councilmembers,

I am excited for the opportunity to submit my application as the next Councilmember for the North Ward of Bainbridge Island. This appointment will allow me to continue my goal of being of service to my community and my fellows.

My career in information security has always been about understanding the needs of people and supporting companies to maintain trust by ensuring information is protected. I find that I am at my best when I am in a position of collaboration and unity. I believe in problem identification before resolution, understanding the symptoms of problems, and the need to dig to determine the root cause. My current role with AT&T allows me to meet with a diverse global group of people from many different business units and backgrounds. It is here that I am able to practice my favorite saying: "Principals over Personalities." I am able to listen to all sides of a discussion and I have many times been able to hear the majority and lift up the minority so that their voice can also be heard.

Over the past three years I have had the privilege of supporting the Bainbridge Island community on a local level. In particular, I have invested time to learn and absorb the ideas outlined in the Comprehensive Plan. My time working with, and leading, the Race Equity Task Force and the Sustainable Transportation Task Force has given me a new view into how I can contribute. I have learned a great deal by attending many city council and committee meetings. I am also involved with local community groups such as Kitsap ERACE (Equity Race and Community Engagement), NAACP, YWCA, and Kitsap SURJ (Showing Up for Racial Justice). I believe that I can add a unique perspective to the goals we all have for our city.

I believe that joining the city council is a tremendous opportunity to engage with local government and fulfill my civic duty to provide a voice for marginalized people. I am willing to jump right in, to get my hands dirty, and to do the work.

Sincerely,

Brenda Fantroy Johnson

Brenda Fantroy-Johnson

1. *Why are you interested in serving as a Bainbridge Island City Councilmember?*

I have served on multiple Bainbridge Island city committees and task forces. I believe that the city council and its committees would benefit from increased representation in its decision-making process by including more diverse voices and perspectives. I have lived here for 14 years and I love this island. I knew when I moved here that it was paradise. One only has to look at the Growth Management Plan to know that the world is changing. Along with that change we are becoming more diverse. Washington State is an attractive place for new young families that are being hired at many of the companies that call Washington home. People of all cultures and genders are looking for homes near Seattle. If we want to have a diverse city, and the council has shown us that this is a goal, we have to start at the local level.

2. *What strength would you bring to the Council?*

As a longtime professional in the information security area, I am bound by an oath of ethics that dictates professional and moral values. I believe that everyone has value, everyone's voice matters, and that no one should be turned away. My strengths would also come from my life experiences—having experienced both poverty and a middle-class life. Whether rich or poor, we all want the same things for our family: a home, food, safety, good schools, and warmth. I believe that I have unique strengths that can help all Bainbridge Islanders maintain a sense of place. Most of all, I am always willing to help and become knowledgeable about council matters because of my passion for the culture and beauty of Bainbridge Island.

3. *What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?*

Low-income housing, sustainable transportation, and racial equity are my top three priorities. Working with the Race Equity Task Force (RETF) has given me insight into how democracy can work in favor of marginalized communities. With the council's support we have softened the years of distrust and uncertainty that citizens may have had with local government. When we were told, "Nothing is going to change," we did not turn and run. Instead we stayed at the table where we could have our issues heard and discussed. This allowed me to see that a few determined voices can make a big difference.

I would like to see more low-income housing planned as an addition to any building planning that is approved by the city. For every apartment building approved, a number of low-income apartments should also be incorporated in the deal. We need more data to help us to identify how many people need low-income housing in order to better address this growing issue.

Closely tied to housing and equity is the issue of transportation. I have submitted a number of ideas to the Sustainable Transportation Task Force and am committed to working collaboratively with all stakeholders to thread these issues together to come up with a long-term solution. The next big idea may come from anywhere, and the council needs to create as many avenues as possible to welcome innovation.

4. *Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Bainbridge Island community. Address its relevance to the position of Bainbridge Island City Councilmember.*

When I moved to Bainbridge Island in 2004, I took it upon myself to create an emergency awareness event for my neighbors. This was out of my concern of earthquakes, but the project led to positive community involvement. I have seen that when people have shared issues that are important to them, they will get involved if someone presents the opportunity.

As a black woman on the island, I could not stand by when I was called to tell my story about the racism that I had experienced on the island. This is how the RETF was born, out of individuals coming together to right a wrong. I am now the co-chair of the RETF, a member of the Sustainable Transportation Task Force, as well as on the interview committee for the Planning Commission. I am also working with the Climate Change Committee on incorporating racial equity into their process.

5. *What do you wish to accomplish during this appointed term as a Bainbridge Island City Councilmember?*

I would like to act as a uniting presence on the council with a goal of working cooperatively to achieve the mission of the Comprehensive Plan. Regardless of where each of us stands, it's of utmost importance that we work collaboratively to represent the people of the island. I would also like to see that we move forward with establishing core values of equity and inclusion. I am deeply interested in becoming more involved in the climate commission initiatives, low-income housing, sustainable transportation, the ethics committee, and the green building initiatives.

6. *What is your vision for our City and community?*

My vision for Bainbridge Island is that it continues to be a place where nature is more prevalent than the infrastructure that we build on it. I would aspire to work towards the shared goals of helping our local government and city staff represent the needs of the people, and not external stakeholders. In essence I would like for us to not only have proclamations that only speak to our hope for the island

but action plans to carry those words out into our community. My beliefs are in line with the Bainbridge Island Vision 2026 and the five principles of our comprehensive plan.

7. *Is there anything else that you may wish to add that would help us get to know you a little better?*

I am married and live with my husband, Harvey, and my perfect Labrador retriever, Tama. I have 5 adult children and 4 grandchildren. I love writing and authored a 2017 memoir titled, "Imagine Me." I am an instructor of information security and other certification courses. I am also an avid hiker and mountaineer. In 2013, I climbed Mt Rainier, and in 2014 I traveled to Nepal and completed the Mt. Everest Base Camp trek. In 2016, I traveled to Spain to do the North Shore Camino trek.

***Brenda Fantroy-Johnson***
[redacted]

***Experience***

Manager - Risk Management — November 2006 to Current
*AT&T Bothell, WA*
Chief Security Office – Audit Tech Manager (2008 – 2009), Risk Management Lead (2006- 2008)

The Risk Management process has been refined using the NIST and ISO 27000 frameworks. I am the facilitator of the Risk Management Front door process. I am the Risk Go To person, specializing in SOX, PCI and SPI. I also created new vetting processes and new procedures to streamline the risk intake and assignment process which I also manage. It is my responsibility to integrate information security into the enterprise and to link risk management to the business unit processes. This includes continuous monitoring and providing senior management with information to make informed risk-based decisions.

Senior Security Analyst — November 2005 to November 2006
*Nordstrom Seattle, WA*

I created the Nordstrom Security Awareness Program, facilitated all awareness training for over 500+ IT employees, managers and C-Level executives. In this role I was also responsible for creating new standards and policy for compliance projects mainly Visa PCI and SOX compliance. I created the remote access standard, the media standard and the vendor security review process. I was responsible for building security best practices into the contract management process. This process was enhanced by my creation of checklists and security contract language which was then embedded into the RFP Process.

IT System Administrator – Senior — January 2005 to October 2005
*American Electric PowerColumbus, Ohio*

Perform the planning, evaluation, analysis, and recommendation of technical computing products on medium to large scale projects – recognized as an expert throughout the company. Provide advanced level technical product support including response to user questions, installation, system monitoring, testing, program diagnosis, tracking, resolution and routine maintenance.

Information Security Specialist — October 1998 to January 2005
*State of MI - Office of Security & Disaster Recovery Lansing, Michigan*

Serves as Information Security Specialist consultant to develop, coordinate, research, design & publish statewide information technology security strategic and tactical plans. Define security functions and assist in implementing security recommendations. Homeland Security team member. I conducted department wide security and awareness training using NIST standards and best practices.

***Education***

M.B.A., Computer Science, Minor: Accounting May 2004
*Spring Arbor University Spring Arbor, Michigan*
GPA: 3.7.

B.A., Micro Computers and Network Management June 2001
*Davenport University Lansing, Michigan*
GPA: 4.0. Graduated with high honors
Dean's List

***Professional Achievements***

- Certified Information Systems Security Professional (CISSP) #24013
- Certified Information Security Manager (CISM)
- Certified Information Privacy Professional (CIPP)
- Certified in Risk and Information Systems Control (CRISC)
- Certificate of Cloud Security Knowledge (CCSK)
    - GIAC Certified ISO-27000 Specialist (GS2700)
    - GIAC Security Policy and Awareness (GSPA)
    - Lean Six Sigma Green Belt Level II
- Past President Lansing Chapter Information Systems Security Association (ISSA)
- Member – Information Systems Security Association Puget Sound Chapter
- Member – Infragard Seattle Chapter
- Member – Information Systems Audit and Control (ISACA)

- Knowledge of the following Security Policy Models and Regulations
    - ISO 17799 (27000)
    - HIPPA
    - GLBA
    - SOX
    - PCI
    - NIST
    - COBIT

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:05 PM) Selection and Appointment of North Ward Council Member,

**SUMMARY:** The City Council will select and appoint a new Council member for the vacant City Council position.

**AGENDA CATEGORY:** Discussion **PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to appoint _____ to the North Ward, District 2, City Council position.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (7:15 PM) Utility Advisory Committee Recommendations on Small Water Systems and 2021 Work Plan Update,

**SUMMARY:** The Utility Advisory Committee (UAC) will present recommendations on small water systems, as well as a report on the 2020 work plan, and a proposed work plan for 2021.

**AGENDA CATEGORY:** Presentation **PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to forward for approval with the January 12, 2021 Consent Agenda the Utility Advisory Committee 2021 Work Plan as presented [and amended].

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

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

**BACKGROUND:** In 2018, the City Council asked the Utility Advisory Committee (UAC) to "study and recommend a process for facilitating consolidation of small water systems." The Council's direction was driven by the City's Comprehensive Plan, which generally calls for managing utility services in a manner that is efficient, effective, and safe, and preserves and protects the Island's water resources.

As part of its work, the UAC developed four alternative models for a future City of Bainbridge Island (COBI) policy regarding facilitating the consolidation of small water systems. A memo that addresses the recommendations (attached) will be presented to the Council as part of this agenda item.

Additionally as part of this item, the UAC will present a report on the work from 2020, and a proposed work plan for 2021.

**ATTACHMENTS:**

Utility Advisory Committee Water System Annual Report and 2021 Work.pptx

COBI Water System Memo 102320.pdf

UAC 2020 Annual Report 11-16-20.docx

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:**

# UAC POLICY RECOMMENDATION FOR SMALL WATER SYSTEM POLICY

**City Council**
**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*



UTILITY ADVISORY COMMITTEE

1 DECEMBER 2020

# BACKGROUND

- 2018 - COUNCIL ASKED UAC TO "RECOMMEND A PROCESS TO CONSOLIDATE SMALL WATER SYSTEMS" DRIVEN BY COMPREHENSIVE PLAN GOALS
  - WATER SYSTEMS OF ALL SIZES SHOULD BE EFFICIENT, EFFECTIVE, PROTECTIVE OF HEALTH AND PROTECTIVE OF THE ISLAND'S LIMITED WATER SOURCES
  - CITY SHOULD PLAN FOR AND CODIFY THE SUPPORT IT WILL GIVE WATER SYSTEM OPERATORS
- KITSAP COORDINATED WATER SYSTEM PLAN REQUIRES CITY TO PLAN FOR INTEGRATING ALL SYSTEMS WITH IN OUR DESIGNATED RETAIL SERVICE AREA
- PUBLIC WATER SYSTEM TYPES

  GROUP A SYSTEMS; (> 14 CONNECTIONS) - 35 SYSTEMS

  GROUP B SYSTEMS; (2-14) CONNECTIONS - 135 SYSTEMS

# BACKGROUND

WHERE ISLANDERS GET THEIR WATER (*ESTIMATED*)

- LARGE GROUPS A'S (COBI/KPUD): 58%
- SMALLER GROUP A'S: 13%
- GROUP B'S: 5%
- PRIVATE WELLS: 24%

Focus of UAC Policy Recommendation

Group A and B Water Systems Map

# UAC STUDY

- COBI HISTORY
  - PRIOR TO 1991 - CITY OF WINSLOW SYSTEM AND MULTIPLE INDEPENDENT SYSTEMS
  - IN 1993 - CITY POLICY TO PROVIDE ASSISTANCE TO OTHER SYSTEMS UPON REQUEST
    - ADDED ROCKAWAY AND FLETCHER BAY AREAS
    - BRIEF "SATELLITE MANAGEMENT" ASSISTANCE TO SYSTEMS IN 1990'S
    - NO STAFF OR BUDGET – HENCE SPORADIC, REACTIVE INVOLVEMENT TO PRESENT
- COMMON SMALLER SYSTEM PROBLEMS
  - MANY BUILT IN 70'S AND 80'S
  - EQUIPMENT IS AGING
  - OPERATORS/MANAGERS ARE RETIRING WITH NO REPLACEMENTS
  - TECHNICAL AND ADMINISTRATIVE REQUIREMENTS HAVE EVOLVED
  - MERGER WITH ADJACENT SYSTEMS IS COMPLICATED AND EXPENSIVE
- FULL RECOMMENDATION IN 23 PAGE MEMO FROM UAC TO COUNCIL 23 SEPTEMBER 2020

# UAC WATER POLICY RECOMMENDATIONS

- START WITH SMALLER GROUP A SYSTEMS, AND THEN GROUP B'S;
  - BE ACTIVE RATHER THAN REACTIVE PARTNER WITH SMALL WATER SYSTEMS TO PROTECT PUBLIC HEALTH AND BE MORE RESPONSIVE TO RESIDENTS
  - WHEN SYSTEMS REQUEST & OBTAIN CITY ASSISTANCE BEGIN DISCUSSION OF POTENTIAL LONG-TERM INTEGRATION WITH COBI SYSTEM

- DEVELOP PROCEDURES AND STAFF TO ASSIST WITH FINANCIAL, ENGINEERING AND MANAGEMENT ASSISTANCE WHEN REQUESTED – HOWEVER, IT WILL NOT BE MANDATORY FOR ANY SYSTEM TO OBTAIN CITY SERVICES

- FOSTER COOPERATION AND STRATEGIC PLANNING AMONG ALL ISLAND WATER SYSTEMS, AIDED BY COBI'S UPCOMING GROUNDWATER MANAGEMENT PLAN

# SUGGESTED NEXT STEPS

1. ASSIGN PW STAFF TO FOCUS ON WATER SYSTEMS AND WATER RESOURCE POLICY
2. COORDINATE STEP #1 WITH UPCOMING GROUND WATER MANAGEMENT PLAN
3. UPDATE WATER SYSTEM INVENTORIES AND MAPS
4. INTERNALLY DEVELOP LIST OF SERVICES AND PRICES CITY COULD OFFER SMALL SYSTEMS
5. CONVENE MEETING OF GROUP A AND B SYSTEM TO EXPLORE THEIR NEEDS AND ADVISE OF CITY SUPPORT THAT COULD BE MADE AVAILABLE

# SUGGESTED NEXT STEPS

6. PROPOSE STEPS TO RESOLVE PROBLEMS AND A SPECIFIC LIST OF FOR-FEE SERVICES

7. PROVIDE VENUE AND CITY STAFF TO ADVISE PROFESSIONAL & VOLUNTEER SYSTEM OPERATORS

8. APPLY TO STATE TO AGAIN BECOME A SATELLITE MANAGEMENT AGENCY (SMA)

9. CREATE POLICIES THAT MAKE SYSTEM CONSOLIDATION LESS BURDENSOME AND COSTLY

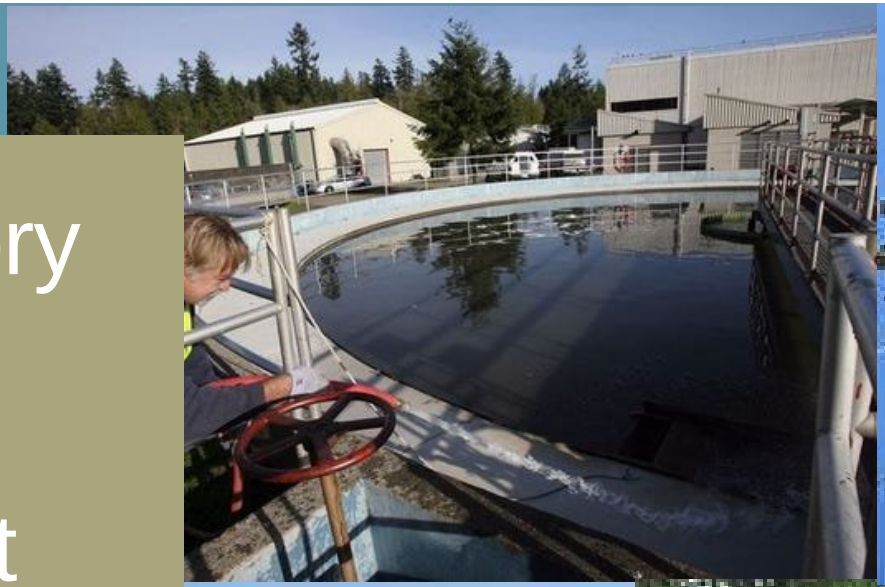
10. DEVELOP PATHWAY FOR CITY TO GAIN OWNERSHIP AND MAKE CAPITAL IMPROVEMENTS TO SYSTEMS IT OBTAINS OVER TIME

# Utility Advisory Committee

# 2020 Report
&
# 2021 Work Plan

*UAC to City Council*

*8 December 2020*









# 2020 Activities

1 - Small Water System Policy Recommendations

Today's presentation - 3rd year of effort

2 - Capital Improvements Program (CIP) Review

Throughout the year in support of PW Director

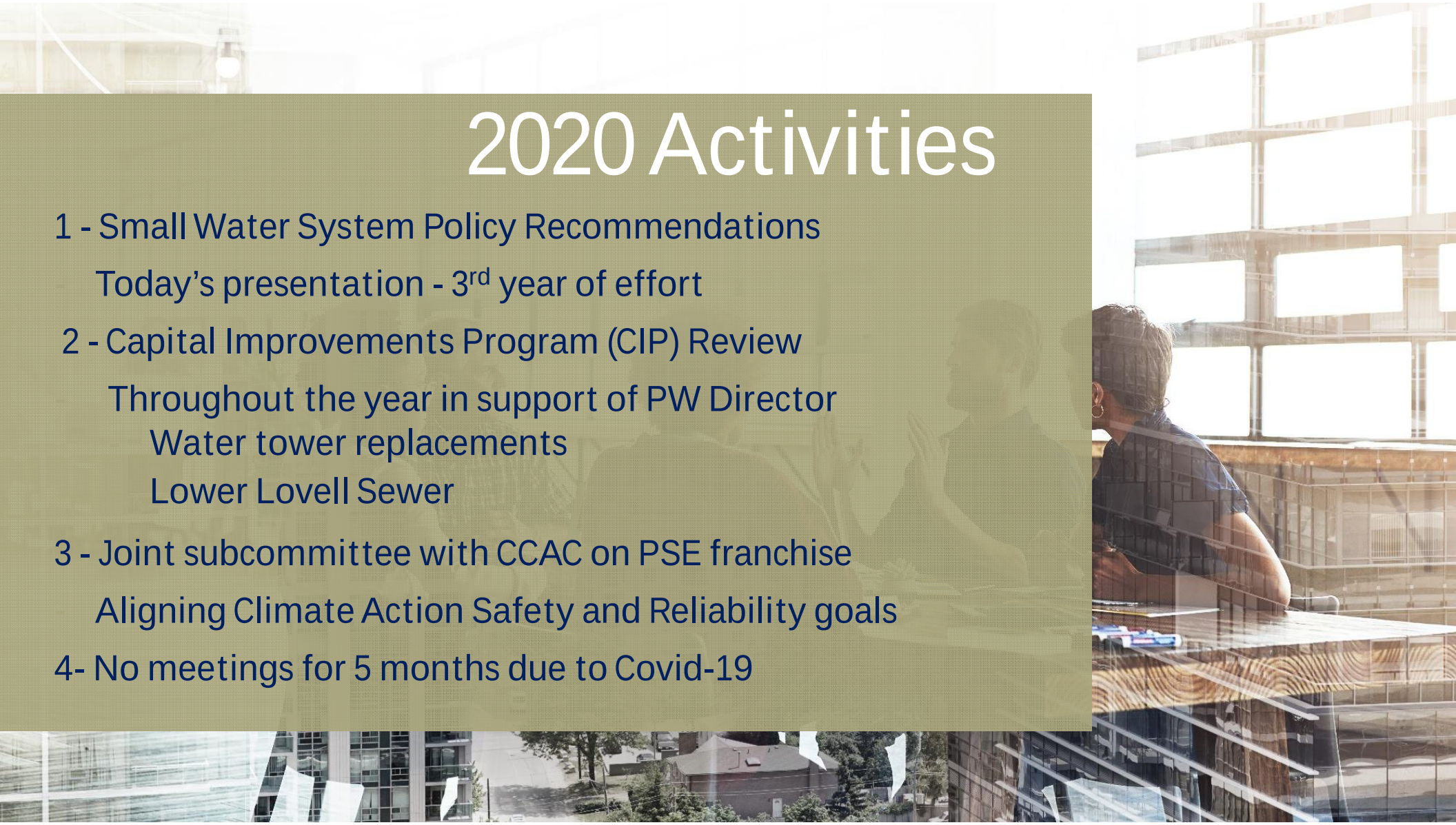
Water tower replacements

Lower Lovell Sewer

3 - Joint subcommittee with CCAC on PSE franchise

Aligning Climate Action Safety and Reliability goals

4- No meetings for 5 months due to Covid-19



# 2021 Plan



## Continued Efforts

1- Major Project Reviews

2- Small Water System Policies

3- Fire Code Updates w/ Fire Marshall and PW Department

4- Fats Oils and Grease (FOG) Ordinance for Sewer Utility

5- CCAC-UAC support to COBI franchise negotiation with PSE

## New Projects

A- Ground Water Management Plan, support PW re: water systems

B- Stormwater Master Plan; budgeted

# MEMORANDUM REGARDING
# THE CITY OF BAINBRIDGE ISLAND'S POLICIES TOWARD SMALL WATER SYSTEMS

Prepared by the City of Bainbridge Island
Utility Advisory Committee
September 23, 2020

**TABLE OF CONTENTS**

## Contents


**EXECUTIVE SUMMARY** ..... 1

**I. INTRODUCTION** ..... 2

**II. BACKGROUND** ..... 2

**A. Comprehensive Plan** ..... 2

**B. Water Systems on Bainbridge Island** ..... 3

1) Group A. ..... 4

2) Group B ..... 5

3) Private Wells ..... 5

4) Statistical Analysis ..... 5

**C. Ownership and Management of Water Systems** ..... 6

**D. Service Areas** ..... 6

**E. Problems Identified with Small Water Systems** ..... 7

**F. Legal and Regulatory Authorities Pertinent to Small Water Systems** ..... 8

1) Federal: ..... 8

2) State: ..... 8

3) Kitsap Public Health District ..... 9

4) Kitsap County ..... 9

5) WUTC ..... 10

**G. History of COBI Policies and Activities Related to Island Water Systems** ..... 10

**III ANALYSIS AND RECOMMENDATION** ..... 12

**A. Overview** ..... 12

**B. City Relationship with KPUD** ..... 13

**C. Policy Alternatives** ..... 14

1) Minimal ..... 14

2) Reactive ..... 14

3) Active ..... 15

4) Active Plus Acquisition (over time) ..... 15

**D. UAC Recommendation** ..... 16

**E. Suggested Next Steps** ..... 17

**IV. CONCLUSION** ..... 18

**EXHIBITS** ..... 19

## EXECUTIVE SUMMARY

In 2018, the City Council asked the Utility Advisory Committee (UAC) to "study and recommend a process for facilitating consolidation of small water systems." The Council's direction was driven by the City's Comprehensive Plan, which generally calls for managing utility services in a manner that is efficient, effective, and safe, and preserves and protects the Island's water resources.

As part of its work, the UAC developed four alternative models for a future City of Bainbridge Island (COBI) policy regarding facilitating the consolidation of small water systems:

- Minimal, hands-off role;
- Reactive to requests from water systems – which the UAC suggests summarizes the City's current policy;
- Active assistance to water systems; and,
- Active assistance along with acquisition over time of small water systems.

The UAC believes it is time for the City to depart from its reactive and inconsistent approach towards interfacing with small water systems on Bainbridge Island. Accordingly, the UAC **recommends that the City adopt a policy of providing active and consistent assistance, if requested, to the small water systems on Bainbridge Island, and encourage, if appropriate, voluntary consolidation of those systems into the City's current water utility.** Priority focus should be on the water systems within and adjacent to the City's current county-assigned service areas.

The UAC encourages the Council to consider addressing this policy in coordination with the development of the City's Groundwater Management Plan, and through the Winslow Water System Business Planning effort, both of which are proposed to be funded in the 2021-22 Biennial Budget.

COBI UTILITY ADVISORY COMMITTEE
MEMORANDUM REGARDING COBI'S POLICIES TOWARD
SMALL WATER SYSTEMS

## I. INTRODUCTION

In 2018, the City Council asked the Utility Advisory Committee (UAC) to "study and recommend a process for facilitating consolidation of small water systems." The council's direction begins implementation of Comprehensive Plan Utilities Element Policy U-11.7, which is reproduced in the next section.

There are 35 Group A (the largest) water systems on Bainbridge Island, and 135 Group B systems (the smallest). COBI currently owns and manages two of the Group A systems (Winslow-Fletcher Bay and Rockaway Beach) and one Group B system (Casey Street).

The UAC gathered data on Island water systems, considered the history of water system management on the Island, and consulted with water system experts within state, county-wide, and city governments, and from the private sector.

The UAC then developed four alternative models for COBI policy regarding small water systems: (1) minimal, hands-off role; (2) reactive to requests from water systems – which the UAC suggests is an apt description of the City's current policy; (3) active assistance to water systems; and (4) active assistance along with acquisition over time of small water systems. Descriptions of these alternatives are contained in this memo and on an attached matrix.

As discussed in this memorandum, the UAC believes it is time for the City to depart from its disengaged, reactive, and inconsistent attitude toward water management on Bainbridge Island. Accordingly, the UAC recommends that the City adopt a policy of providing active and consistent assistance, if requested, to the small water systems on Bainbridge Island, and encourage, if appropriate, voluntary consolidation of those systems into the City's current water utility. Priority focus should be on the systems within and adjacent to the City's current county-assigned service areas.

The primary reasons for this policy are to help ensure all Island residents have adequate, safe drinking water and to protect Island water resources.

## II. BACKGROUND

### A. Comprehensive Plan

In 2017, the City Council approved an update to the Comprehensive Plan, which included a newly revised Utilities Element. Among the goals and policies in the Utilities Element are the following pertinent to this subject (key clauses are identified by bold highlighting):

- Goal U-10. Ensure that city-managed and **to the extent possible non-city managed utility services** are sufficient, cost effective, reliable, and that safe water utility service is provided.

- Goal U-11: Require utilities to operate in a manner that **preserves and protects the water resources** of the Island.

- Policy U 11.6: **Encourage and support water utilities to enter into cooperative activities**, such as jointly managed operations, shared storage, and construction of interties, to manage water resources and systems more efficiently, economically, and safely.

- Policy U 11.7: **Encourage and facilitate consolidation of water systems**, with particular emphasis on mergers of contiguous and small systems, to manage water resources and systems more efficiently, economically, and safely.

The Comprehensive Plan also contains Policy U 11.9 which states as follows: "Conduct a study of consolidation of water systems owned by the City and Kitsap Public Utility District. Pursue long-term consolidation of larger water systems." As is shown below, the City and KPUD own the three largest water systems on the Island, all of which are substantially larger than the remainder of Island water systems.

The UAC was not asked to study and recommend a process for implementing Policy 11.9 – but rather to focus on "small water systems." The size of "small water systems" was not defined, but for purposes of this memo the UAC will consider "small" to be all systems other than the three largest owned by the City and KPUD.

The drinking water policies and goals in the afore-described 2017 Comprehensive Plan build on those already outlined in the Water Resources Element of the City's 2004 Comprehensive Plan, namely:

- WR 3.2: The City may elect to facilitate small water system management services by applying to the Department of Health to be an approved Satellite Management Area (SMA).

- WR 3.3: New development in previously unclaimed water service areas may be required to dedicate public water systems to the City if the system meets City standards and the City determines it is appropriate to accept, own and operate such systems.

All of these goals and policies were adopted to help ensure that all island residents have safe drinking water.

## B. Water Systems on Bainbridge Island

Potable water service is provided to residents of Bainbridge Island from private single or double[1] connection wells or public water systems classified by the Washington State Department of Health as Groups A or B, depending on the number of connections.

[1] The 2005 Kitsap Coordinate Water System Plan notes that normally only single-connection wells are considered "private," but the Kitsap Public Health District has an exemption that allows double-connection residential wells meeting certain criteria to be classified as a "private well."

1) Group A. Those water systems serving 15 or more connections or the general public are labeled Group A. There are 35 active Group A systems on Bainbridge Island which are listed below by number of connections, and shown on a map attached as Exhibit A. This data comes from the Washington State Department of Health, and can be accessed at this link: https://fortress.wa.gov/doh/eh/portal/odw/si/Intro.aspx.

| Name/Owner | Connections | Population |
|---|---|---|
| Winslow/Fletcher Bay (COBI) | 3165 | 7130 |
| North Bainbridge (KPUD) | 1894 | 4663 |
| South Bainbridge (KPUD) | 1245 | 2863 |
| Meadowmeer (managed by KPUD) | 311 | 897 |
| Island Utility (KPUD) | 255 | 590 |
| Port Madison (managed by KPUD) | 103 | 233 |
| Bucklin (managed by WA Water Co) | 103 | 272 |
| Emerald Heights | 92 | 250 |
| Bill Point (managed by KPUD) | 84 | 200 |
| Rockaway Beach (COBI) | 72 | 175 |
| Eagle Harbor Marina | 54 | 17 |
| Phelps Road (managed by WA Water Co) | 22 | 58 |
| Harbor Crest (KPUD) | 21 | 53 |
| Rose Avenue | 20 | 53 |
| Place Eighteen (managed by KPUD) | 18 | 32 |
| Ferncliff (managed by KPUD) | 18 | 40 |
| Ravens Reach | 16 | 42 |
| Graham Place | 15 | 34 |
| Hidden Heights | 14 | 36 |
| Islandwood Estates | 14 | 40 |
| Walden Water | 13 | 34 |
| Derby Downs | 13 | 30 |
| Seabold Heights (managed by KPUD) | 12 | 36 |
| Bloedel Reserve | 8 | 2 |
| Battle Point Park | 6 | 0 |
| Montessori Country School | 5 | 0 |
| Strawberry Hill Park | 5 | 0 |
| COBI Public Works | 4 | 0 |
| Fort Ward Park | 3 | 1 |
| Carden County School | 2 | 3 |
| Eagledale Park | 2 | 0 |
| Hazel Creek Montessori | 2 | 0 |
| Fieldstone Memory Care | 1 | 96 |
| Island Center Community Center | 1 | 0 |
| Seabold Community Hall | 1 | 0 |
| **Totals . . . .** | **7614** | **17,880** |

2) Group B. Those water systems serving 2 to 14 connections are classified by the State and Kitsap Health District as Group B. There are 135 Group B systems on Bainbridge Island, many of which are shown on a map attached as Exhibit A. A list of the Group B water systems provided by Kitsap Public Health District is attached at Exhibit B. The list indicates the Group B water systems have 540 connections. Assuming 2.1 residents per connection, the Group B systems serve 1134 residents.

3) Private Wells. Many properties owners obtain potable water for a single residence or business from a private well. These are not considered "public water systems," and therefore are not addressed in detail in this analysis.

4) Statistical Analysis**.** The WA Department of Health and Kitsap Public Health District data indicates that the 35 *Group A* water systems on Bainbridge Island serve 7614 connections and 17,880 residents, and the 135 *Group B* water systems serve 540 connections and approximately 1134 residents.

   There is no data indicating how many Bainbridge residents are served by *private wells*. But, it is possible to estimate that number. One method is to subtract the population served by Group A and B water systems (19,110) from the total Island population of 25,300[2] . Doing so results in an estimate that 6286 of the Bainbridge population obtains water from private wells.[3]

   Looking further at the 35 Group A systems, the three largest cannot be considered "small." The City's Winslow/Ferncliff system and KPUD's North Bainbridge and South Bainbridge water systems together serve 6304 connections and a population of 14,656. Thus, the remaining 32 Group A water systems, which are truly small systems, in the aggregate serve 1310 connections and 3224 residents.

   In summary, on a percentage basis, it is estimated that Bainbridge residents obtain water from:

| | |
|---|---|
| Large Group A water systems | **58 %** |
| *City – Winslow/Fletcher* | *28 %* |
| *KPUD – No. & So. Bainbridge* | *30 %* |
| Small Group A water systems | **12.5 %** |
| Group B water systems | **4.5 %** |
| Private wells | **24 %** |

[2] US Census, 2019.

[3] It is important to note again that this is only an estimate. Another calculation method, based on parcels, yields a lower result. KPHD records indicate that approximately 2000 parcels of property on Bainbridge are served by private wells. Multiplying that number by 2.1 persons per connection tells us that 4200 people are served by private wells, which is approximately 2000 less than that above population method. But, if this method was to be used, it is unclear how to allocate those 2000 people among the Group A and B systems.

## C. Ownership and Management of Water Systems

Water systems are owned by a variety of organizations: governments like COBI, for-profit corporations, non-profit organizations such as homeowner associations, and private individuals and businesses.

Many water systems, primarily very small ones, are self-managed. That is, the owners utilize volunteers or contractors to perform needed operational and administrative tasks.

In addition, two large organizations manage water systems owned by others pursuant to negotiated contracts of varying durations. They are Kitsap Public Utility District (KPUD) and Northwest Water Service, Inc.

KPUD owns and manages 4 Group A systems on Bainbridge Island: North Bainbridge, South Bainbridge, Island Utility, and Harbor Crest; and at least 3 Group B systems. See map at **Exhibit A**. KPUD also manages Group A water systems on Bainbridge Island owned by other entities, typically homeowner associations. Examples are Port Madison, Seabold Heights, Ferncliff, Place 18, and recently Bill Point and Meadowmeer.

Northwest Water Service, a private for-profit company headquartered in Port Orchard, manages 6 Group A and 16 Group B systems on Bainbridge Island. It manages 450 systems in Washington. Northwest Water generally does not provide complex engineering and construction services but may refer that work to KPUD or Washington Water.

Washington Water Service, a division of a publicly-traded California corporation with a local office in Gig Harbor, owns and manages three Group A water systems on the Island. It used to manage other water systems as well. However, in 2018, Washington Water changed its business model and will now only manage water systems it owns. The company thus withdrew from managing various Island small water systems unless and until they agreed to sell to Washington Water.

## D. Service Areas

The 2005 Kitsap County Coordinated Water System Plan (CWSP) assigned "service areas" to Group A systems within the County. Most service areas contained just the properties currently being served by the Group A systems. The two largest water systems, COBI and KPUD, were also assigned properties that were not currently being served by that utility. This assignment essentially established that assigned water system as the primary future provider for the area.

Group B water systems do not have assigned "service areas" under CWSP. They do have the right to provide water service to the properties consistent with their approved water system plans.

The attached **Exhibit C** shows the assigned service areas on Bainbridge Island. COBI has three assigned areas: a large swath across the middle of the Island in which the Winslow-

Fletcher Bay system is located; the Rockaway Beach area which contains the Rockaway Beach system; and the northern tip of the Island in which neither COBI or any other Group A system operates a water system.

KPUD has two large service areas, resulting from its ownership of the North Bainbridge System and its relatively-recent acquisition of the South Bainbridge and Island Utility Systems.

There is an area on the south side of Eagle Harbor that is not within any assigned service area. It is wedged between the City's Winslow and Rockaway Beach systems, and adjacent to other small water systems.

**E. Problems Identified with Small Water Systems**

Beginning in the 1970's, the WA State Department of Health identified significant deficiencies with many small water systems throughout the state. Generally, many small water systems have some or all of the following problems: (1) lack of professional management; (2) outdated and deteriorating infrastructure; (3) lack of appropriate capital improvement planning and capability; (4) insufficient financial resources; (5) inadequate backup and support; and (6) limited fire suppression facilities.

For example, there are no requirements by either the State Office of Drinking Water or Kitsap Public health that Group B systems have reserves for improvements or repairs. The State Department of Health does require Groups A systems to have a capital reserve at the time they are initially created and approved. There is also a requirement that the amount of reserve be reviewed every 5 years during a Group A sanitary survey inspection, but this requirement is dependent on the State Department of Health's staffing. (Anecdotally, DOH did fail to review Meadowmeer's reserves at its last inspection due to new staff.) The lack of reserve requirements for Group B systems is becoming more significant because most water small water systems were developed during the 1960's and 1970's, and the equipment is reaching the end of its useful lives.

Small water systems also often rely on volunteer staff with little to no professional experience or knowledge of regulatory changes. Volunteers may also be reluctant to raise rates to make necessary safety improvements like backup generators for power outages, fire hydrants, interties with adjacent systems, and seismic improvements. These safety concerns are becoming more pressing due to the effects of global warming and the drier, longer summers Bainbridge is experiencing.

The Washington State Department of Health (DOH) has encouraged small water systems to develop more "professional" planning, maintenance, financing, and staffing, and to consider consolidation with other water systems in order to jointly possess the resources to develop those attributes of effective water system management. As noted above, the City's comprehensive plans have similarly called for consolidation.

Neither the City's Public Works Department nor the UAC has conducted a survey of the condition of the Group A and B systems on the Island, so we are not in a position to state which, if any, of the above-identified deficiencies are suffered by Island water systems. However, the

UAC has received complaints from customers of numerous small water systems about deficiencies in their systems and the need for assistance. Therefore, more data would be helpful.

Finally, as identified in the 2005 Kitsap County Coordinated Water System Plan, smaller water systems negatively impact the ability to accomplish water resource management made possible by larger interconnected water systems, and Group B water systems, which typically have shallow wells, are more likely to negatively impact stream flows.

## F. Legal and Regulatory Authorities Pertinent to Small Water Systems

1) Federal: EPA Safe Water Drinking Act (1974). The Act protects public drinking water supplies throughout the United States. It sets regulatory limits for the amounts of certain contaminants in water provided by public water supply systems. The EPA also implements various financial programs to ensure drinking water safety. (See Title XIV of Public Health Service Act.)

2) State: Public drinking water is regulated at the State level by the Washington State Department of Health.

a. Group A systems (15 or greater connections or public access): The Washington State Department of Health (DOH) regulates Group A's under state law and a formal agreement with the US Environmental Protection Agency (EPA) for carrying out the federal Safe Drinking Water Act. DOH's Drinking Water Division's highest priority is responding to actual or potential public health emergencies. DOH's technical staff is available to water systems 24 hours a day. See Ch. 246-290 WAC.

b. Group B systems (2-14 connections): Group B systems are regulated under Chapter 246-291 of the Washington Administrative Code. Group B regulations suggest that new Group B owners should design their systems to comply with the more regulated Group A requirements like seismic safety, power outage, back-up systems, and capital reserves in order to allow for future consolidation into Group A's. Older Group B systems had no such requirements. Group B rules for ongoing oversight were amended in 2014 to be optional due to State budget cuts at DOH, so DOH does not provide oversight of Group B systems. See section 3) below for information about Kitsap Public Health District involvement with Group B systems.

c. Revolving Fund: The DOH makes funds available to Group A drinking water systems to pay for infrastructure improvements and consolidation of Class A systems or consolidation of Group B's into existing Group A systems through the Drinking Water State Revolving Fund. There was $20 million available in the last cycle. The loan program is funded through state and federal money and is subject to state laws and additional federal regulations. These loans cover capital improvements that increase public health and compliance with drinking water regulations. They are for Public entities, so COBI and KPUD can apply for these loans, but private management agencies (like Washington Water) can not apply.

d. State Loans: In implementation of the priority the State Department of Health places on the consolidation of Group A water systems, the State has created a loan and grant program. One such program offers $25,000 grants to help public entities (like the City) investigate consolidation.

e. DOH Priorities: One of the priorities of the DOH is to consolidate Groups A's (and possibly Group B's with Group A's or other B's) for the following reasons:
   - Better economies of scale ensure better supervision and monitoring
   - Large systems are generally more reliable
   - Large systems reduce the administrative burden on the Health Department
   - Improved well head protection ensures aquifer protection for all
   - Improved fire safety

3) Kitsap Public Health District: Although often mis-identified as a Kitsap County department, Kitsap Public Health District (KPHD) is a separate district governed by a seven-person Board composed of the three county commissioners and the mayors of the four Kitsap cities, including Bainbridge Island.

a. Group A's: KPHD defers to the State DOH to regulate Group A's, but assists State DOH with sanitary survey inspections/reports through a joint plan of responsibility agreement.

b. Groups B's: KPHD initially inspects Group B systems when they are installed. In September 2018 the KPHD adopted the proposed ordinance 1999-6, now approved as Ordinance 2018-01 which regulates ongoing operation of Group B's. The new ordinance requires all Group B's to purchase an annual permit, have a sanitary service inspection every 5 years, and obtain a water status report from the Health District at the time of sale to be delivered to the purchaser. Between 2009 and 2018, due to lack of funding, no one was monitoring Group B's for potential acute health problems from bacteria, nitrates and poorly monitored well head protection.

c. Wells: The KPHD publishes wellhead protection guidelines for owners of wells, but it is not clear whether these rules are well distributed or whether any government entity ensures that the rules are followed.

4) Kitsap County: As required by RCW 70.116, Kitsap County adopted its first Coordinated Water System Plan (CWSP) in 1992, and updated it in 2005. As mentioned previously, it is this document that assigns "service areas" within the County, and also establishes other policies and strategies.

As mentioned in Section F.2) e. above, for many decades the State encouraged the consolidation and professionalization of water systems. Kitsap County has followed those policies. The 2005 County Plan calls upon the County's water systems to coordinate and consolidate and to stop the proliferation of new small water systems. One of the principal points of the 2005 County Plan is to "provide improved coordination of new development and to restrict the proliferation of small public water systems." (See section 2-3.) The 2005 County Plan also called for "future growth planning" to be "in consideration and coordinated with the water service that it is in." (See Exhibit 2-4)

5) WUTC: The Washington Utilities and Transportation Commission regulates the rates charged by private water companies (such as Washington Water Co. and Northwest Water Inc.) operating within Washington State that have 100 or more connections or charges more than $557 a year per customer.

## G. History of COBI Policies and Activities Related to Island Water Systems

Prior to 1990, the City of Winslow owned and operated a water system to serve the Winslow area. The Winslow city limits were generally High School and Finch Roads. The water system was created in the 1940's and added to over the intervening years. By the 1970's, the major sources of Winslow's water were wells at the Head of the Bay and Fletcher Bay which fed a large reservoir at the High School – all of which were located outside the city limits.

The rest of Bainbridge Island was served by many private water systems, most of which were for-profit corporations or homeowner associations. One of the issues influencing the Home Rule movement in the late 1980's was a desire to better protect and manage the Island's water supply.

In 1991, the City of Winslow annexed the remainder of Bainbridge Island creating the City of Bainbridge Island. This had no direct effect on the ownership or management of water systems on the Island, but it did mean that the new COBI could begin to develop plans for water supply and system management. In February 1993, COBI adopted its first such planning document, Resolution 93-3., attached as **Exhibit D**. This document stated, among other things, that the City shall be prepared to, upon request from a water system, acquire a system, become a contract service provider for a system, or provide support assistance to a system.

In 1994, the Rockaway Beach Homeowner Association approached the City because its water system was failing. In implementation of the above policy, the City acquired the Rockaway Beach water system in 1996, and utilized the Local Improvement District (LID) process to construct a new well, reservoir, and distribution lines.

Regarding City assistance to Island water systems, it apparently provided limited support services as a Satellite System Agency (SMA) in the late 1990's to 19 small water systems. However, due to staffing concerns and other more pressing issues, in 2000, the City allowed the services contracts to expire. In 2002, the City revoked that portion of Resolution 93-3 regarding serving as an SMA.[4]In 2001, the North Bainbridge Water Company approached the City about purchasing its system. The City staff commenced negotiations, but the owner of the company ultimately sold it to KPUD. KPUD Board of Commissioner minutes indicate KPUD believed COBI had decided not to purchase the company. That is not correct, as the issue had never reached the City Council.

During 2010-13, the City considered selling its water system to KPUD or contracting with KPUD to manage the system. The City eventually chose not to do so.

[4] The Resolution revoking SMA authority, Resolution 2002-25, indicates in its title that the entire Resolution 93-3 has been repealed. However, the content of Resolution 2002-25 states it is eliminating the SMA program only. Thus, there may be an ambiguity as to whether the remaining portion of Resolution 93-3 is still in effect.

In 2015, KPUD purchased the South Bainbridge Water Company and Island Water Company. These systems were sold to KPUD by their private owners without notice to the City despite an informal agreement between the City and KPUD that KPUD would not purchase any water systems within the City without first obtaining agreement from the City.

In the 2017 Comprehensive Plan, the City adopted the policies listed on the first page of this memorandum. (See Section I.A. above.)

In 2017, a small 8-customer Group B water system known as Casey Street approached the City about acquiring it. After consideration, the City chose to do so because: (1) it was located within the City's water service area; (2) it was located in the north Ferncliff area relatively close to the City's existing Winslow water system; (3) the City has periodically discussed constructing a new water pipeline from North Ferncliff to North Madison to "loop" the Winslow system, which would be directly adjacent to the Casey Street system; and (4) acquiring this system would be a "test case" about how COBI might manage assimilation of small systems in the future.

In 2018, two Group A systems, Bill Point and Place 18, were faced with changing managers when Washington Water Service Co. withdrew. COBI staff had preliminary discussions regarding assuming satellite management of the systems, which would require eventual approval from Washington DOH, but the water systems contracted with others.

In 2019-20, three larger Group A systems, Emerald Heights, Bill Point, and Meadowmeer, contacted UAC representatives and some City senior staff about possible assistance from COBI. In February 2020, the UAC recommended to the City Council and senior staff that COBI consult with the three systems regarding their needs and the assistance the City might be able to provide. Apparently, City representatives have not had such consultations (COVID limitations no doubt impacted the staff), and Bill Point and Meadowmeer have retained KPUD as manager for the time being.

The 2019-2020 budget called for the City to begin a Groundwater Management Plan (GMP). For a variety of reasons, this process did not begin. The UAC understands that during the 2021-22 budget deliberations the City Council will be re-engaging the discussion around the development of a GMP. The UAC further understands the planned first step in the GMP process was the hiring of a hydrogeologist to manage the plan. The UAC supports the development of a GMP, and suggests the work plan should be expanded to include implementation of many of the recommendations contained in this memorandum.

Finally, beginning with the City's first Comprehensive Plan in 1994 and then continuing in the two major updates in 2004 and 2017, many policies were adopted concerning water systems on Bainbridge Island. Some are listed in Section II.A above. Taken together, the policies call for:

- Ensuring reliable, safe, and cost-effective water for City and non-City managed utility service;
- Preserving and protecting water resources;
- Encouraging water utilities to enter into cooperative activities;
- Encouraging and facilitating consolidation with particular emphasis on mergers of contiguous and small systems;

- Applying to the Department of Health to become a satellite management agency (SMA); and;
- Requiring new development to build according to City standards (Group A standards) and dedicate water systems to the City when it is appropriate for the City to accept such system.

## III ANALYSIS AND RECOMMENDATION

### A. Overview

In the three decades since the small City of Winslow annexed the remainder of Bainbridge Island, thus becoming the City of Bainbridge Island, the City has had only limited focus on Island water systems that it did not own. This is surely because the City was focused on other more pressing issues, such as land use policies and transportation, and because Island water systems were in general not seeking assistance from the City as they were still newer and in better repair.

Historically, the City had not been involved with the smaller water systems, and the City's passage of Resolution 93-3 did not significantly change that position. The City has no direct regulatory authority over Island water systems, other than management of the City's rights-of-way. Therefore, the City has had only minor interactions with Island water systems since the late 1990's and did not "advertise" its availability as a resource for those systems. This is despite the City's Comprehensive Plan policies encouraging actions to improve water resource protection and management. Island water systems needing assistance had to turn to private water companies and KPUD out of necessity.

In the meantime, interest in preserving water resources and in improving water quality in aging systems has become a larger concern of most island citizens, particularly in light of the steadily increasing development of the island and increasing population. To meet this increasing concern, the City and others conducted studies of Island water resources and the various aquifers which exist beneath the island. Unfortunately, to date, no studies were conducted about how the multitude of water systems, either individually or in the aggregate, were effectively and efficiently managing the resource or whether small water systems were protecting the health of islanders by ensuring good water quality.

The import of local control of the water consumed by its citizens has been highlighted elsewhere in the country, such as Flint, Michigan. There, the State assumed control resulting in catastrophic consequences. Similarly, stories across the country of private entities controlling water supplies and charging exorbitant rates while failing to ensure water quality have increased.

The 2005 CWSP suggests that Bainbridge as a water purveyor should implement policies that ensure efficient and effective management of water resources for numerous reasons. The 2005 Plan also assigned responsibility to Bainbridge Island's water utilities to plan for water system development within its assigned water service areas, to require new development to be built to Group A standards to help facilitate connection at a later time, and to require new developments to record a covenant at the registry of deeds and note the covenant on a title report for subsequent owners. (See Section 5.3.3)

It is interesting, and perhaps meaningful, to note that the 2005 County Plan (section 1.2.11 and in section 9) projects population growth concentrated in Central and North Kitsap and suggests that it will be necessary to develop water sources in the other parts of the County and "establish transmission mains to move the water to where growth is occurring." This argues for the City to be more involved in the water resources of the island to ensure that the City retains a seat at the table in any future discussions concerning use of water from Bainbridge Island wells in other areas in Kitsap County.

Given this situation, what should be the City's role toward Island water systems? Should the City continue to ignore requests for help from smaller water purveyors like Emerald Heights, Bill Point, and Meadowmeer, and thus avoid the opportunity to cooperate with or even consolidate with those systems? Should it adopt a somewhat more active policy of providing assistance only when approached by a small water purveyor? Or more proactively still, should the City seek out water systems to assist in the management (and perhaps ownership) of their water systems, so as to encourage more professional management of them and more island-wide planning and cooperation? What should be the City's role in ensuring Island residents have access to safe and adequate water?

Whatever policy is chosen, the focus of the City should be the long term. How do the citizens of Bainbridge Island want their water resource to be managed in 20, 30, 50, 75, 100 years? Is it through many, decentralized, small water systems, or by one or more large organizations? As stated, for many of the reasons outlined in this memo above, the State and County have made it clear that it believes consolidation over time is the best means for ensuring quality drinking water for all citizens.

**B. City Relationship with KPUD**

KPUD is a major provider of water service on the Island, owning four systems (two large and two small) and managing six others. This study effort by the UAC was specifically directed toward small water systems. The UAC was not asked to discuss or evaluate the present and future relationship between the City and KPUD. Thus, to a certain extent, this analysis and recommendation has been prepared while "avoiding the elephant in the room."

However, prior to outlining alternatives available to the City and making its policy recommendation, the UAC believes it is appropriate to comment on the City's relationship with KPUD.

The City and KPUD both serve approximately the same number of customers on the Island (approximately7000 people or 30% of the Bainbridge population), and both have two large County-designated service areas. Yet there is no island-wide water resource and management planning being done by KPUD or the City, either separately or together.

At the current time, KPUD and the City exist as collaborating neighboring water utilities serving their own customers and cooperating in limited ways on planning and projects, while at the same time being competitors toward water systems they don't own or manage.

At some point in the future, the City needs to develop a policy about how it intends to work with KPUD. Comprehensive Plan Policy U 11.9 anticipates that analysis, when it states:

"*Conduct a study of consolidation of water systems owned by the City and Kitsap Public Utility District. Pursue long-term consolidation of larger water systems.*"

Such a study *could* result in consolidation of one of more of the large water systems, but it could also result in collaborative activities such as construction of joint storage facilities and transmission lines, or preparation of island or sub-regional water resource planning. At a minimum, an interlocal agreement should be developed which outlines how and under what circumstances either utility will provide services to or assume ownership of water systems on the Island that they do not currently own. This will prevent the acquisition of water systems by either utility without knowledge of the other.

## C. Policy Alternatives

The UAC suggests there are four policy alternatives for COBI's relationship with the other water systems on Bainbridge Island.: minimal; reactive; active; and active plus acquisition over time. To aid in the consideration of the alternatives, the UAC prepared a discussion Matrix, attached as **Exhibit E** to this Memo. The matrix outlines possible levels of city action for water systems within COBI's Current and Future Retail Service Areas as defined by the Kitsap County CWSP, and within small water systems that are <u>not</u> within COBI's assigned service areas.

The matrix also differentiates between smaller Group B's and the larger Group A systems, and posits that the City may establish different policies for them. Finally, the matrix provides pros and cons of the possible recommendations and provides examples of sample water systems that fit within the matrix sections.[5]

1) Minimal

In this situation, COBI decides it will have nothing to do with water systems on Bainbridge Island other than those it currently owns: Winslow-Fletcher Bay, Rockaway Beach, and Casey Street. COBI will defer entirely to other water purveyors/managers, primarily to KPUD and Northwest Water Company.

The City might do this because it takes the least effort, staff time, and cost, and allows it to focus fully on its current 2700 water customers. On the other hand, this policy abdicates any assistance to the vast majority of Bainbridge Island land and citizens, and likely gives up any long-term ability to consider, manage, and protect the entire Island water resource or protect the safety and adequacy of drinking water for Island citizens.

2) Reactive

This Is essentially the policy in Resolution 93-3, and describes what the City has been doing in the past 30 years. That is, on occasion, the City has provided assistance to small water systems or acquired them. This policy is the status quo – the City reacts to requests from other water systems and may respond consistent with staff time and interest.

[5] Ex. E. does not detail the minimal alternative, since it is less than what the City is currently doing. Further, Active and Active Plus Acquisition alternatives are merged into one row for a simpler presentation.

This policy is slightly more energetic than the Minimal alternative discussed above, in that the City may decide to deal with the needs of other water systems if the city staff or council conclude that it can do so within existing resources. But, this reactive policy could lead to unfair practices, i.e., assistance to some water systems and not to others.

3) Active

Under this policy, the City reaches out to the small water systems and encourages assistance and cooperation. It does so by devoting sufficient City staff, time, and resources to determining the needs of the water systems and developing financial, engineering, and management solutions. This policy does not mandate that small water systems participate with the City in any way, but rather calls for the City to develop the resources that will attract cooperation from small systems.

This policy will enable COBI to become more actively engaged with managing and thus preserving and protecting Island water resources. This policy has the potential to increase revenue to the City's existing water utility, thus utilizing economies of scale to benefit both current City and small water system customers. Also, in the long term, this policy may be the most cost-effective means to protect Island water supplies and ensure safe and adequate drinking water for Island citizens.

Among those steps that could be taken are:

- to become a Satellite Management Agency (SMA) pursuant to WAC 246-295,
- to require new development within or adjacent to the City's designated service areas to either connect to the City water system or build to Group A standards to facilitate future connection.

The City could also begin implementation of the 2005 County Plan's directive to create a water system plan which includes a program of capital improvements required to provide the anticipated level of island-wide water service, and to ensure that Bainbridge's water utility plans respond to its own land use and comprehensive plan policies.

This active policy will, at least at the outset, require some investment by the City. There should be no doubt about this. A major reason the City has not been more involved with Island water systems and resources is that it has not had the budget to do so. To be effective, the City must hire staff and perhaps consultants, when needed. The UAC has not attempted to determine any details of the costs to implement this policy; the Public Works Department is best suited to do that.

It is possible the funding for this investment could be shared by the City's water utility and general fund accounts so as to not unduly burden the City's existing water customers. That is because there is a general island-wide purpose behind this policy (water resource protection) and also a potential COBI water utility benefit (economies of scale).

4) Active Plus Acquisition (over time)

This policy is essentially the same as the Active policy above, but with one significant change. That is, if a small water system requests assistance from the City with meeting its defined needs, be it management, testing, billing, reconstruction, etc., the City may agree to do

so on condition that the water system agree to be consolidated within the COBI water utility at some established time in the future. The UAC does not recommend a set period, leaving that to negotiation between the parties.

This policy is in furtherance of DOH's long-standing objective to consolidate small water systems within larger ones, and encourages long-range planning of water resource management.

**D. UAC Recommendation**

For the reasons outlined above, the UAC believes that the City should depart from its disengaged reactive, and inconsistent position toward other water systems on Bainbridge Island, and become more actively and consistently involved with managing the water resources on the Island.

Accordingly, the UAC recommends that the City adopt alternative #4 for small water systems within and adjacent to the City's assigned service areas. That is, the City should actively seek to provide assistance as needed by those systems, and in doing so there should be a plan for eventual consolidation within the City's water utility.

However, for the small water systems located outside the City's service areas, the UAC recommends adopting policy alternative #3. That is, the City should reach out to small water systems to offer assistance as needed.

The UAC emphasizes that under either alternative #3 or 4, the City will not be mandating any particular outcome for small water systems on Bainbridge Island. The City will be *encouraging* cooperation and consolidation when appropriate.

When implementing the above recommendations, the UAC suggests that the City start by focusing on the Group A systems not owned by KPUD that provide service to water customers (as opposed to the remaining Group A systems which primarily serve parks and facilities for the general public). Thereafter, the City could expand its outreach to the many Group B systems on the Island. However, due to their large number and likely limited incentive to seek professional assistance, the City should proceed with Group B systems much more slowly.

The UAC suggests an example of a circumstance that is ripe for City analysis and possible involvement and assistance exists at the southeast corner of Eagle Harbor. There, three adjacent small Group A water systems operate almost wholly independent of each other. They are the City-owned Rockaway Beach system with 72 connections, the Bill Point water system owned by the 84 members of its Homeowner Association, and the KPUD-owned Island Utility system with 255 connections. Also, nearby is the unassigned service area containing many very small Group A and B systems.

It is logical that the three systems should meet and discuss the current status of their systems and their short- and long-term needs, and then hopefully coordinate and cooperate with each other when implementing improvements. The UAC recommends that the City arrange for and facilitate such a dialogue and cooperative analysis.

## E. Suggested Next Steps

If the Council is prepared to establish policies toward small water systems, the UAC suggests the following initial steps:

1) Create or assign one or more staff positions within the Public Works Department to focus on water systems and water resource policy, possibly combining that role with the staffing to develop a Groundwater Management Plan.

2) Coordinate – and to the extent practical, include – the recommended next steps on small water systems into the City's development and implementation of upcoming work on a Groundwater Management Plan.

3) Update and fine tune its information about Island water system in a comprehensive inventory and map. There is data in a variety of locations about the water systems, which has been the basis for information provided in this memorandum, but there is no single collection of the information in one usable and up-to-date location.

4) Internally consider how COBI can provide management, assistance, and capital improvement services for small water systems. The idea is to develop a list of services the City may be able to provide to smaller water systems if needed, such as billing and other administrative tasks, equipment rental, emergency assistance, and inspection and testing.

5) Convene a meeting(s) of all small Group A and B systems to discuss problems, potential solutions, cooperation, consolidation, etc., and to advise of the availability of City resources to assist.

6) Following the meeting(s) described above, evaluate and then propose steps to solve identified problems in the attending small water systems, and consider and propose recommendations for a larger policy for the City toward small water systems and unassigned service areas. Priority should be given to Group A systems. Among the issues to consider when developing such steps and policies is the financial fees charged to support the City's efforts, in alignment with the financial recommendations of Goals U-10 and Policies 11.6 and 11.7 of the Comprehensive Plan (reproduced on page 3 above).

7) Establish a common venue to enable small water systems to do water sampling, and providing an experienced City employee to assist volunteers with their questions about these and other operational tasks.

8) Apply to the State Department of Health to become an approved Satellite Management Agency (SMA).

9) Establish policies that make consolidation of systems less administratively burdensome and costly to the property owners and water systems. For example, consider requiring all new Group B systems to be constructed to Group A standards, thus more easily allowing future consolidation with Group A's, and

consider requiring new building permits for private single-connection wells to consent to later connection to public water systems.

10) At the appropriate time, develop an established plan or pathway for the City to assume ownership of and provide capital improvements to systems which need assistance. Such planning would include necessary financing mechanisms, such as Local Improvement Districts (LID's) and state loans and grants.

## IV. CONCLUSION

The UAC believes it is time for the City to depart from its disengaged, laissez faire attitude toward water management on Bainbridge Island, Accordingly, the UAC recommends that the City adopt a policy of providing active and consistent assistance to the small water systems on Bainbridge Island, and encourage voluntary consolidation over time of those systems within the City's current water utility. The UAC recommends the City prioritize its efforts and focus on Group A water systems and the small water systems within or adjacent to the City's current assigned service areas.

Adopted unanimously at UAC Meeting on September 23, 2020.

- Charles Averill
- Sheina Hughes
- Ted Jones, Co-Chair
- Andy Maron, Co-Chair
- Nancy Nolan
- Martin Pastucha (absent 9/23/20)
- Emily Sato

**EXHIBITS**

Exhibit A: Map Group A and B Water Systems
Exhibit B: List of Group B Systems
Exhibit C: Map of Service Areas
Exhibit D: COBI Resolution 93-3
Exhibit E: UAC Discussion Matrix

# Exhibit A:

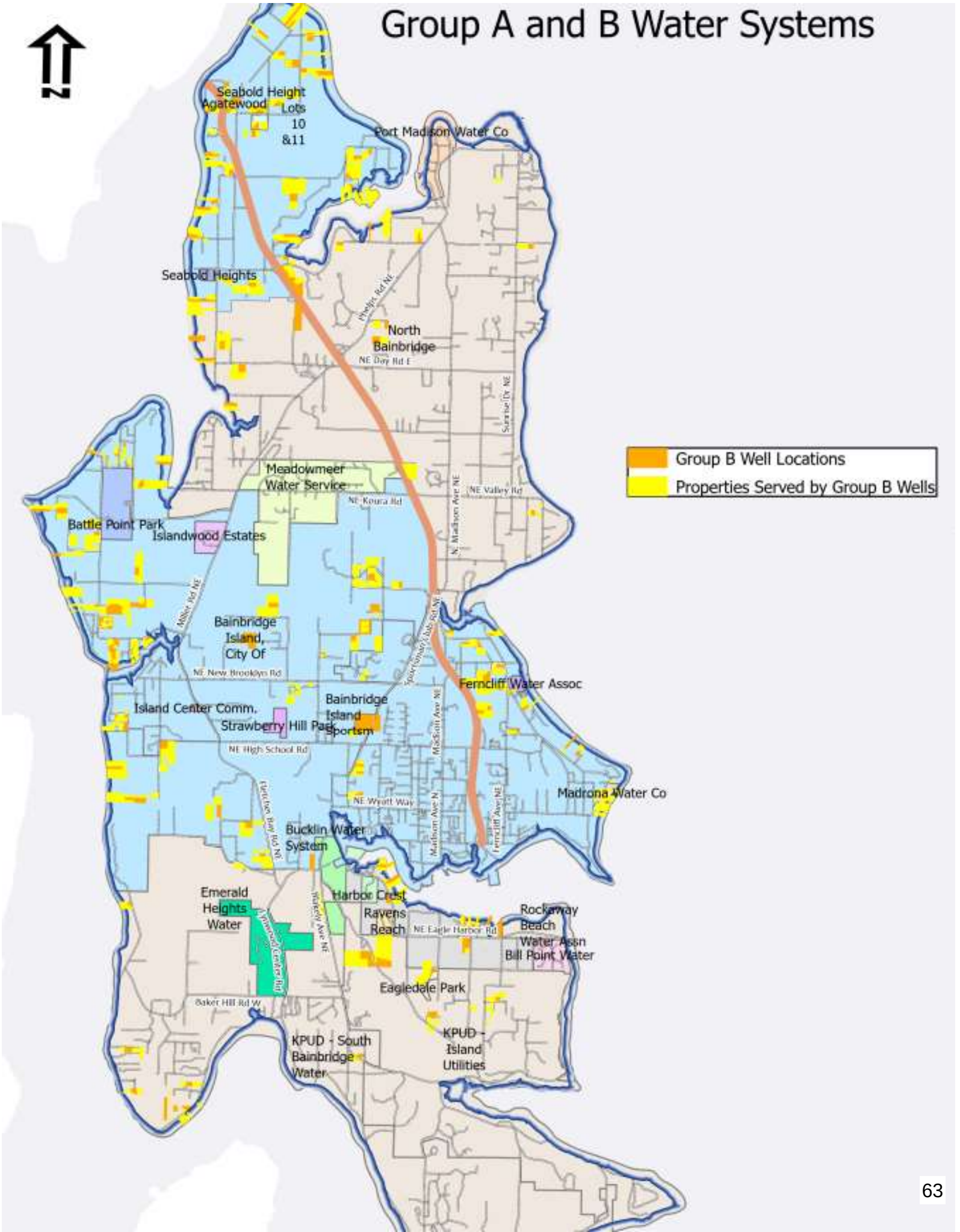
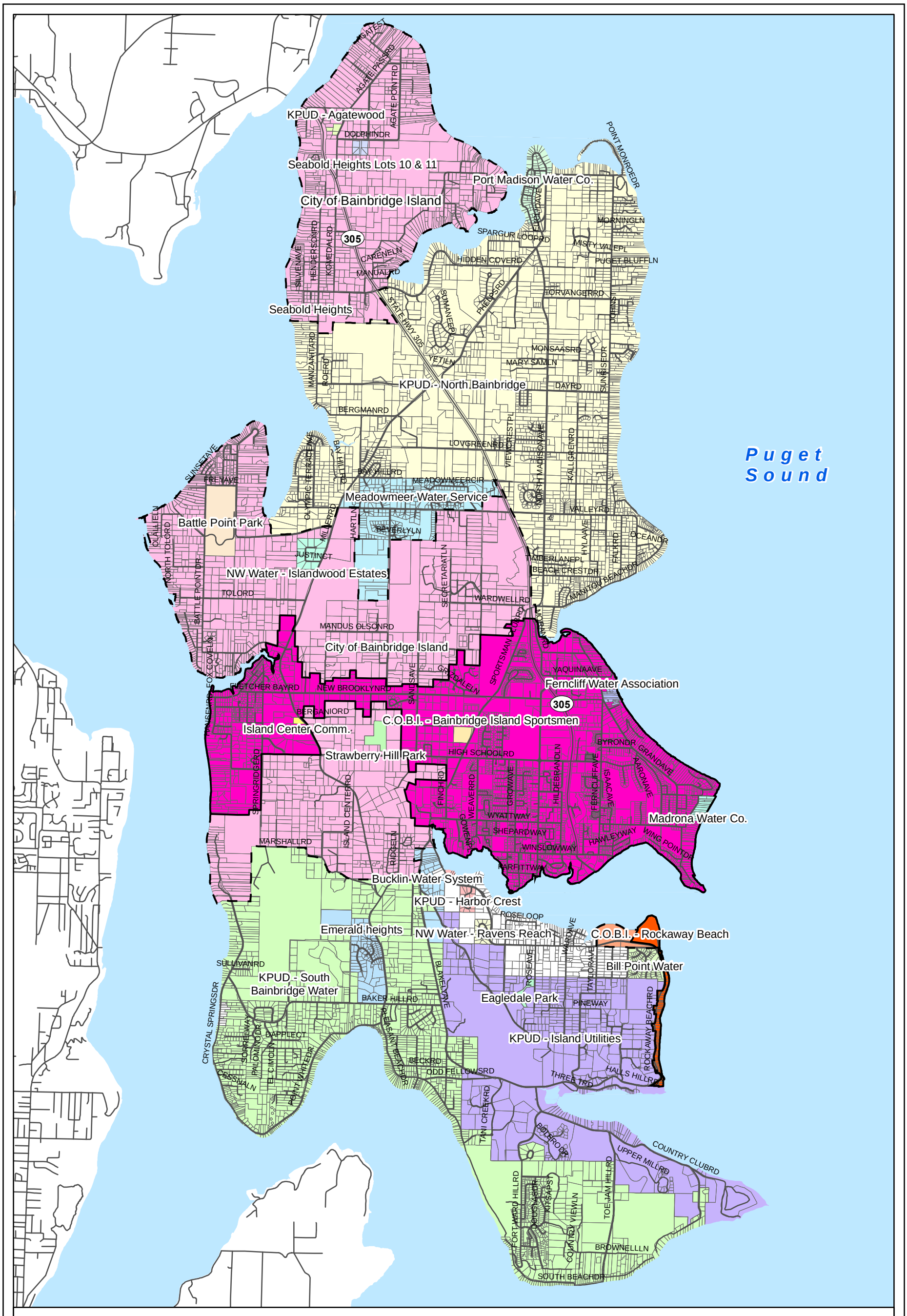

Group A and B Water Systems
N
Seabold Height Agatewood Lots 10 &11
Port Madison Water Co
Seabold Heights
North Bainbridge
Meadowmeer Water Service
Battle Point Park
Islandwood Estates
Bainbridge Island, City Of
Island Center Comm.
Strawberry Hill Park
Bainbridge Island Sportsm
Ferncliff Water Assoc
Madrona Water Co
Bucklin Water System
Emerald Heights Water
Harbor Crest
Ravens Reach
Rockaway Beach Water Assn
Bill Point Water
Eagledale Park
KPUD - South Bainbridge Water
KPUD - Island Utilities
Group B Well Locations
Properties Served by Group B Wells

**Exhibit B** – List of Group B Water Systems on Bainbridge Island

| Class | SystemName | ApprovedConnections | ConnectionCount |
|---|---|---|---|
| B | Agate Community | 9 | 6 |
| B | Agate Point | 4 | 4 |
| B | Agatewood | 3 | 3 |
| B | Alford Homes I Water System | 8 | 8 |
| B | Alice Kimball Water System | 2 | 2 |
| B | Amber Water Assoc. | 9 | 9 |
| B | Amis Water | 0 | 3 |
| B | Argonaut | 6 | 3 |
| B | Arrow Point Water | 6 | 5 |
| B | Backland Well System | 6 | 5 |
| B | Bainbridge Green | 8 | 8 |
| B | Bainbridge Is Saddle | 1 | 1 |
| B | Bainbridge Island Marina | 2 | 1 |
| B | Bainbridge Island Sportsmans Club | 0 | 1 |
| B | Battle Point Water System | 4 | 2 |
| B | Bbd Water System | 7 | 6 |
| B | Bennett-Upton Water | 6 | 4 |
| B | Bergstrom Farm | 4 | 4 |
| B | Bernhard Water | 4 | 4 |
| B | Bevins | 4 | 4 |
| B | Big Fir | 6 | 2 |
| B | Blakely | 9 | 9 |
| B | Boetter Water | 5 | 4 |
| B | Booth Water | 0 | 0 |
| B | Bpib | 3 | 3 |
| B | Bronte | 4 | 4 |
| B | Broomgerrie | 7 | 5 |
| B | Browning | 3 | 3 |
| B | Cala Woods | 6 | 5 |
| B | Carole/Swink | 4 | 4 |
| B | Casey Street Water Co. Llc | 9 | 8 |
| B | Cedar Lane Water | 4 | 4 |
| B | Cedar Ponds Water System | 0 | 4 |
| B | Cessna Water | 4 | 4 |
| B | Churchill Water Corp. | 9 | 8 |
| B | Clark Acres Water | 0 | 6 |
| B | Clear Water | 6 | 6 |
| B | Clementz First Edition | 4 | 4 |
| B | Davis Keith Cooperative | 5 | 5 |
| B | Dawson/Tallon | 5 | 2 |
| B | Day Road Water System | 4 | 4 |
| B | Dolphin | 4 | 4 |
| B | Douglas Water System | 5 | 3 |
| B | Eagledale Marina | 0 | 1 |
| B | Family Meadows Water | 6 | 3 |
| B | Fletcher Bay Water | 5 | 5 |
| B | Flora Water | 3 | 3 |
| B | Fox Cove Water | 10 | 9 |
| B | Gale-Blair | 3 | 3 |
| B | Gen-Don Water System | 4 | 4 |
| B | Gordon | 6 | 5 |
| B | Graham Estates | 4 | 4 |
| B | Green Spot Water | 4 | 3 |
| B | Greene Water System | 2 | 2 |
| B | Haley Water System | 4 | 3 |
| B | Hansen/Spellman | 6 | 6 |
| B | Heavenly Waters | 6 | 5 |
| B | Hemlock Street | 6 | 6 |

| | | | |
|---|---|---|---|
| B | Hendel | 3 | 3 |
| B | Henderson Road | 3 | 2 |
| B | Hidden Cove | 9 | 7 |
| B | Hidden Cove West Water Co | 9 | 9 |
| B | Holly Lane Gardens | 2 | 1 |
| B | Hooper Point | 4 | 4 |
| B | Hume Water System | 4 | 4 |
| B | Iwihhy Inc | 7 | 6 |
| B | Johnston Well | 9 | 9 |
| B | Keeney Water | 8 | 8 |
| B | King, Carol/Ted Water | 6 | 4 |
| B | Kirk Ave Water | 9 | 9 |
| B | Laurelwood | 5 | 5 |
| B | Lazy Brook Farm | 4 | 4 |
| B | Lee Memorial Water Assn | 6 | 1 |
| B | Lightmoor | 6 | 6 |
| B | Little Manzanita Water | 4 | 3 |
| B | Little, Crista Water | 6 | 4 |
| B | Lone Eagle | 7 | 7 |
| B | Lustbader-Preston | 4 | 4 |
| B | Madrono Water Co | 14 | 14 |
| B | Manual Road | 4 | 4 |
| B | Manzanita Road | 3 | 3 |
| B | Martinson Water | 0 | 3 |
| B | McFarland Well | 0 | 4 |
| B | McFarlane Water System | 4 | 2 |
| B | McKeever Water System | 6 | 6 |
| B | McKenzie Water System | 0 | 0 |
| B | Moran Water | 3 | 2 |
| B | Murphys | 4 | 3 |
| B | Norris Sp 615 Water System | 4 | 3 |
| B | Olallie Water Sysem | 2 | 2 |
| B | Olympus Beach Water | 8 | 7 |
| B | Onorato | 8 | 7 |
| B | Park Place Water Company | 4 | 3 |
| B | Parsons | 4 | 2 |
| B | Peabody Water | 6 | 4 |
| B | Piper | 9 | 9 |
| B | Pleasant Lane Water | 0 | 3 |
| B | Port Madison Yacht Club | 0 | 1 |
| B | Puget Bluff Lane Water | 6 | 7 |
| B | Ralston Water System | 3 | 3 |
| B | Raven Ridge | 5 | 5 |
| B | Reese, Roy | 6 | 3 |
| B | Rippy Water System | 4 | 2 |
| B | Ruys Lane | 4 | 4 |
| B | Satterwhite | 4 | 4 |
| B | Schadel / Lewars | 6 | 4 |
| B | Schold - Crystal Springs | 5 | 5 |
| B | Seabold Acres Water Assoc. | 4 | 4 |
| B | Seabold Height Lots 10 &11 | 3 | 3 |
| B | Seabold Water | 8 | 7 |
| B | Seattle Yacht Club | 4 | 1 |
| B | Skogen Eight | 8 | 8 |
| B | Skogen Lane | 6 | 5 |
| B | South Springridge Water | 8 | 9 |
| B | Spellman Water System | 4 | 4 |
| B | Springwood Lane | 4 | 4 |
| B | Springwood No. 1 | 1 | 1 |

| | | | |
|---|---|---|---|
| B | Springwood No. 2 | 6 | 8 |
| B | Stetson Acres | 6 | 6 |
| B | Stone-Erickson Water | 0 | 3 |
| B | Strawberry Water System | 6 | 6 |
| B | Sugar Mill | 5 | 2 |
| B | Sulu Water System | 6 | 5 |
| B | Sunset Heights Water | 6 | 6 |
| B | Thalberg Water System | 8 | 8 |
| B | Toad Holler | 7 | 7 |
| B | Tyee Yacht Club | 1 | 1 |
| B | Venice Water System | 6 | 6 |
| B | Wagener | 3 | 3 |
| B | Wallace | 3 | 3 |
| B | Waters, Owen Water System | 4 | 4 |
| B | Wendt Water System | 6 | 4 |
| B | West Port Madison | 6 | 6 |
| B | Wheeler West | 5 | 5 |
| B | Woodhaven Farm Water | 3 | 3 |


KPUD - Agatewood
Seabold Heights Lots 10 & 11
City of Bainbridge Island
Port Madison Water Co.
Seabold Heights
KPUD - North Bainbridge
Meadowmeer Water Service
Battle Point Park
NW Water - Islandwood Estates
City of Bainbridge Island
Island Center Comm.
Strawberry Hill Park
C.O.B.I. - Bainbridge Island Sportsmen
Ferncliff Water Association
Madrona Water Co.
Bucklin Water System
KPUD - Harbor Crest
Emerald heights
NW Water - Ravens Reach
C.O.B.I. - Rockaway Beach
Bill Point Water
KPUD - South Bainbridge Water
Eagledale Park
KPUD - Island Utilities
Puget Sound
305
Exhibit C. Service Areas
Legend
Winslow RWSA
Rockaway Beach RWSA
Future Winslow RWSA
Future Rockaway Beach RWSA
Roads
Parcels
Water Body
Miles
0
0.55
1.1
Water System Plan
City of Bainbridge Island

# Exhibit D – Resolution 93-03

RESOLUTION NO. 93-03

A RESOLUTION ESTABLISHING POLICIES TOWARD WATER SYSTEMS OUTSIDE HISTORIC WINSLOW AND WATER RESOURCES ON BAINBRIDGE ISLAND

WHEREAS:

1. The citizens of Bainbridge Island obtain their water from wells owned by private individuals and almost 200 different water purveyors. 42% of the island's population are served by 17 water systems, which serve 12 to 1000 customers. The remaining 58% of the population obtain water from individual systems or small systems developed to serve a few residents.

2. The City of Bainbridge Island owns and operates one system, that being the former City of Winslow's system which serves 1200 connections.

3. Strict new federal and state regulations for drinking water systems, rising water demands, and stringent environmental and resource conservation standards for new water supply projects are making it more difficult for small water systems managers to operate successful systems.

4. Customers of several water systems have approached the City requesting assistance with a variety of system deficiencies. It is expected that small system customers and operators will continue to request the City's help in solving water system problems.

5. The Growth Management Act mandates that the City's land use plans be developed with a consideration of the island's water resources. There is thus a need to inventory water supplies, investigate water resources, and begin comprehensive water planning.

6. All citizens and the City must take steps now to protect the Island's water resources and to insure high quality and quantity of water for our citizens, future generations, and the natural habitat of the Island.

IT IS THEREFORE RESOLVED:

7. The City of Bainbridge Island shall work with other governmental agencies, water purveyors, and citizens to preserve and protect the water resources of Bainbridge Island. The City shall assist citizens and water system purveyors to obtain reliable, high quality water service. In furtherance of this objective, the City shall be prepared to respond to requests to:

a. become a direct service provider through acquisition of water systems;

b. become a contract service provider to water system operators (performing such services as maintenance, billing, testing); and

c. provide support assistance (such as training and purchasing).

Revised 2-5-93

8. For existing water systems where the operators have expressed interest in relinquishing ownership to the City, the City shall respond actively to pursue system acquisition. The cost to bring the deficiencies of the water systems up to acceptable regulatory standards shall not be borne by the citizens of the City, but rather by the owners of the water system. The City may utilize the LID/ULID process to help finance the water system improvements.

9. The formation of new small water systems, the organization of new water purveyors, and the proliferation of new small wells shall be discouraged. Those persons desiring new or replacement water service are encouraged to hook-up to existing water systems. The City shall assume ownership of new water systems greater than a size to be determined by the Public Works Department when the systems are placed into service. The Public Works Department shall advise the council as to the size of new water systems that should be owned by the City.

10. The City shall develop a Water System Master Plan consistent with the Comprehensive Land Use Plan. The Water System Master Plan shall include issues of water quantity, quality, conservation, watershed, and well head protection. The City shall also work with water purveyors, other governmental agencies (like Kitsap County Public Utility District No. 1, Washington State Department of Ecology), and private citizens to provide education to the public about the Island's water resources and the benefits of conservation.

11. As part of the City's Water System Master Plan, the City may conclude that certain improvements will benefit the general public. These improvements may include new water sources, storage facilities, service lines, system interties, etc. Contrary to the situation described in paragraph 8, in which costs are paid by specific system owners, improvements which have general community benefit should be paid for by the City as a whole. Funding for these sorts of projects may come from a variety of sources, including general tax revenue, bonds, grants, matching funds, and may, consistent with the law, be allocated proportionate with the benefit.

12. As the City becomes involved with the water resource and water systems outside historic Winslow, in the manner described in the above paragraphs, it must be careful to consider the needs, benefits, and effects of its activities on those persons who obtain water from small private wells.

13. The City shall prepare a detailed inventory of all public water supplies on Bainbridge Island, and shall develop a well-monitoring program.

14. At the time annexation became effective, some water systems were actively working with Kitsap County Public Utility District No. 1, the City, and private contractors to improve their systems. The City shall continue to cooperate with these purveyors to accomplish the improvements.

15. The Public Works Department and Planning and Community Development Department shall advise the council by March 30, 1993 of the methods and means to implement this resolution and any proposed budget amendments necessary to do so.

PASSED BY THE CITY COUNCIL this 4th day of February, 1993.

APPROVED BY THE MAYOR this 4th day of February, 1993.

SAM G. GRANATO, Mayor

ATTEST/AUTHENTICATE:

RALPH W. EELLS, FINANCE DIRECTOR

# Exhibit E: COBI POLICY DISCUSSION MATRIX FOR ALL ON-ISLAND WATER SYSTEMS

updated: 9/18/2020

| Potential COBI Involvement | Inside COBI Retail Service Area (RSA) | | | Outside COBI RSA | | | Pros | Cons |
|---|---|---|---|---|---|---|---|---|
| | Public *Group B* Systems (3-14 connections) | | Private Wells | Public *Group A* Systems (>14 conn.) | Public *Group B* Systems (3-14 connections) | Private Wells | | |
| | Near current infrastructure | Distant from current infrastructure | | | | | | |
| *Example Systems* | *Casey Street* | *North Service Area (unserved now)* | | *Bill Pt, Meadowmeer, Emerald Heights* | | | | |
| Reactive (Status Quo)<br><br>*current staffing* | SM, SB and SS if owner and COBI agree and if system is in good shape for fee<br><br>COBI 1st in line to acquire<br><br>Rates may vary from contiguous system | Defer to KCHD, KPUD and private water companies for all services and support | | SM, SB and SS if owner requests and if system is in good shape for fee<br><br>COBI may acquire if cost effective and on border of COBI Service Area or infrastructure, if requested by the water system (as current staffing allows). | Defer to KPHD, KPUD and private water companies for all services and support | | Little city cost, effort and liability<br><br>No staff growth | Doesn't encourage consolidations as recommended by State and County<br><br>Doesn't help protect citizens and aquifers from failing aging water systems<br><br>Occasional acquisition costs |
| Active (Reaching Out)<br><br>*increased staffing* | SM, SB and SS if owner requests and if system is in good shape for fee<br><br>In exchange for helping old system; require agreement that when COBI infrastructure is in reach, future source is COBI<br><br>Opportunity to pay early connection fee (impact fees included) to get building permit approval<br><br>LID, if needed may be prefunded<br><br>Discourage new Group Bs in Current RSA - must connect to COBI, unless COBI cannot support<br><br>New Group Bs must be built to Group A technical specs to facilitate future consolidation | Defer to KPHD, KPUD and private water companies<br><br>Consider trading away service area if serving area is prohibitively costly | COBI not staffed to operate private wells<br><br>Offer information about closest water system and about LID programs available<br><br>For new wells; require agreement that when COBI infrastructure is in reach, future source is COBI<br><br>Opportunity to pay early connection fee (impact fees included) to get building permit approval | SM, SB & SS if owner requests and if system is in good shape for fee<br><br>In exchange for helping old system; require agreement that when COBI infrastructure is in reach, future source is COBI<br><br>COBI may acquire if cost effective and on border of COBI Service Area or infrastructure, if requested by the water system.<br><br>Short range partnering with large operators (mostly KPUD) on CWF at RSA boundaries and growth areas to create interties and looped supply<br><br>Long range: Build-out Infrastructure Plan, including wells, storage, and fire fighting. Annual CIP or LIDs until built out. | Offer information about closest water system and about LID programs available<br><br>New Group Bs must build to Group A technical specs to facilitate future consolidation<br><br>Short range partnering with large operators (mostly KPUD) on CWF at RSA boundaries and growth areas to create interties and looped supply<br><br>Long range: Build-out Infrastructure Plan, including wells, storage, and fire fighting. Annual CIP or LIDs until built out. | Defer to KPHD, KPUD and private water companies for all services and support<br><br>Offer information about closest water system and about LID programs available | More cost effective, efficient, reliable and safe<br><br>Clear rules for system owner/operators<br><br>More protective of Groundwater<br><br>Encourages and enables consolidation as required by State and County recommendations<br><br>Protects citizens from aging water systems<br><br>Approaches WA standards island-wide.<br><br>Improve fire protection | More PW staff required<br><br>More planning, acquisition and operations<br><br>Periodic acquisition costs for interties and system wide improvements |

Key

CWF:
DOH:
KPHD:
KPUD: Kitsap Public Utility District
RSA: Retail Service Area
SB: Billing service
SM: Satellite management
SS: Sampling and reporting services

MEMORANDUM (11-22-20 draft)

TO: COBI City Council

FROM: COBI Utility Advisory Committee

DATE: November 19, 2020

SUBJECT: Report on UAC's 2020 Activities and Proposal for 2021 Work Plan

This memorandum summarizes the activities of the Utility Advisory Committee during 2020, and proposes topics for its focus during 2021. Due to Covid restrictions, the UAC's activities were necessarily limited beginning March 2020, including not meeting at all during March through July, and then conducting monthly Zoom meetings thereafter.

## 2020 Activities

1. Small Water Systems. Far and away, the most significant activity of the UAC in 2020 was the completion of its three-year study of small water systems on Bainbridge Island. The City's Comprehensive Plan contains High Priority Action #3 and various policies encouraging cooperation or consolidation of smaller water utilities. In 2017, the UAC began to study processes for implementing these policies, but the effort was periodically interrupted due to focus on higher priority activities. The UAC completed its study and recommendation to the council in a detailed memorandum in October 2020.

2. Utility Capital Improvement Planning (CIP). The Public Works Department consulted with the UAC regarding planning for significant upcoming CIP projects, primarily the replacement of the Winslow Water Tank.

3. Joint CCAC-UAC Input on PSE Franchise. A subcommittee of UAC met with a subcommittee of the Climate Change Advisory Committee to develop questions and topics for consideration by the City staff when beginning the process to negotiate an extension of the COBI-PSE franchise agreement.

## Proposed 2021 Work Plan

A. Continued Projects. The below projects have been worked on in the past by UAC.

    1. Major Projects Review. It recent years, the UAC spent significant time and effort studying several planned major projects of the City's Public Works Department, including the Winslow Water Tank Replacement, the Village Sewer Basin Study, and the Sewer Beach Mains. It is expected that the UAC will continue to be consulted about these projects as they proceed through evaluation and design.

2. Small Water System Policies. As discussed above, the UAC recently completed its major study of non-City-owned small water systems and prepared a recommendation memorandum in October 2020. The UAC may provide additional input on that subject during 2021.

3. Fire Code. In 2018-19, the UAC studied and then made recommendations to revise the City Code related to capital improvements in and by Island water systems. The Fire Marshall and Public Works Department are likely to consult with the UAC about the planned Code changes.

4. FOG Ordinance. The UAC has previously discussed the potential impact of FOG (fats, oils, and grease) in the City's sewer system. Public Works Department intends to develop regulatory processes and possible modifications to the Winslow Treatment Plant to deal with FOG, and it is anticipated that this subject will be discussed with UAC.

5. Joint CCAC-UAC Input on PSE Franchise. As listed above, last year the UAC provided input along with the CCAC on the upcoming negotiations with PSE. It is likely that this process will continue in 2021.

B. New Projects: The below new projects are expected to be brought to UAC in 2021.

1. Groundwater Management Plan (GMP). The City expects to begin work on a Ground Water Management Plan in 2021. Some aspects of the GMP are expected to respond to the UAC's recommendations regarding non-City-owned small water systems. The UAC anticipates periodic discussion with the Public Works Department about this important project.

2. Stormwater Master Plan. The 2021-22 budget includes preparation of a Master Plan for the City's stormwater utility. Several years ago, the UAC spent substantial time evaluating the structure, rates, and budgets of the stormwater utility. It anticipates discussing the development of this Plan with the Public Works Department.

Unanimously approved by UAC on November 19, 2020.

| | |
|---|---|
| Ted Jones, Co-Chair | Andy Maron, Co-Chair |
| Charlie Averill | Sheina Hughes |
| Susan Hume | Nancy Nolan |
| Martin Pastucha | |

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:35 PM) COVID-19 Community Based Testing Site Update - Executive,

**SUMMARY:** The City of Bainbridge Island Emergency Management Coordinator will provide an update on the City's COVID-19 Community Based Testing Site.

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

**RECOMMENDED MOTION:** Discussion.

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

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

**BACKGROUND:** The City's Emergency Management Coordinator researched the feasibility of operating a COVID-19 community based testing site on Bainbridge Island. This was approved by City Council in October and operations began on November 4, 2020.

The plan is to continue to operate a COVID-19 testing site at City Hall three days per week throughout Fall and Winter. Site operations can be increased or decreased based on community demand.

**ATTACHMENTS:**

COVID Update to Council 12082020.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

# COVID-19 Update to Council

December 8, 2020

Anne LeSage, Emergency Management Coordinator

# COVID UPDATE

- Rates continue to increase across the State and County
- Hospitalizations up across the State
- New Governor's Safe Start restrictions through Dec 14, may be extended

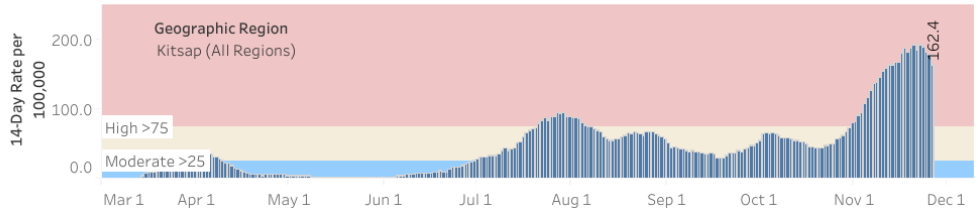
# Kitsap COVID-19 Surveillance Report

Please note that all rates, including the map, are delayed by 5 days to ensure data completeness.

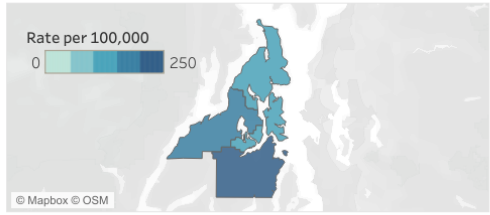
Dashboard Updated: December 1, 2020

| Kitsap Rate per 100,000 (Past 14 days*) | % Positive**** (Past 14 Days*) |
|---|---|
| 162.4 | N/A |

Rate of COVID-19 Cases per 100,000, Past 14 days*, Filter by Geographic Region




Rate of COVID-19 Cases per 100,000 Residents by Geographic Region in Past 14 Days*

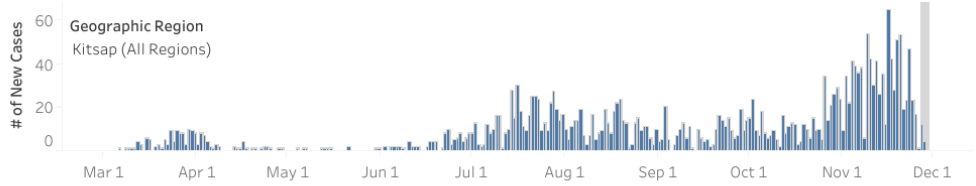



Cases, contacts, deaths, and testing information is current as of 11/30/2020

| | |
|---|---|
| Total Cases in Isolation** | 123 |
| Total Close Contacts in Quarantine*** | 774 |
| Deaths | 27 |
| Total Negative Tests**** | N/A |

| | Kitsap | Bainbridge | Bremerton | Central Kitsap | North Kitsap | South Kitsap |
|---|---|---|---|---|---|---|
| Total Positive Cases | 2,529 | 117 | 641 | 638 | 414 | 719 |
| New Positive Cases Added Since Last Update | 53 | 2 | 8 | 16 | 7 | 20 |

Count of new COVID-19 Cases by Specimen Collection Date
Filter by Geographic Region, grey bar indicates potentially incomplete data




*Delayed by 5 days to account for data completeness

** Cases in isolation are confirmed/probable cases in Kitsap that are in isolation (10 days after first symptoms).

*** Close contacts in quarantine are individuals determined to be close contacts by cases that are in quarantine (14 days after last contact with case).

****The State Department of Health is no longer reporting new negative tests as of 11/20/2020.

*Grey area in bar graph indicates days most likely to have incomplete data.*

Note: All data are preliminary and subject to change as more data becomes available.

**Data Source**: Washington Disease Reporting System, Washington Department of Health

KITSAP PUBLIC HEALTH DISTRICT

# COMMUNITY-BASED TESTING SITE

- Opened to the community on November 4th outside City Hall - Town Square
- Open Mondays, Wednesdays, Fridays 1 – 5 PM
- Started with 24 appointments, adjusted to 32 appointments, and now at 44 appointments per day

# WHY

- Local testing is a critical component to support the re-opening of schools and businesses
- CDC guidelines
- Governor Inslee's Safe Start Plan (Kitsap Public Health Safe Start Report Card - access to testing within two days of onset of symptoms)

# WHO

- Testing open to everyone 5 years or older
  - Parents may help minors with the swabbing process
- No cost to patient
- Lab will bill insurance and cover fees for individuals without coverage

# STAFFING

- Site Administration - Emergency Management Coordinator and COVID-19 Safety Officer
- On-site traffic control & registration – Emergency Management Volunteers (BIEMR, CERT, Wellness, etc.)
- On-site testing oversight – Medical Reserve Corps (MRC)
- Lab Operations – UW Medicine

- **November Volunteer Hours – 270**

# TESTING BY THE NUMBERS (As of 11/25)

- Total Tested - 357
- Positive Cases – 7
- Less than 2% Positivity Rate

# Plan for 2021

- Continue testing into Q1
- Provide support to County for vaccine distribution

CITY OF
BAINBRIDGE ISLAND

# Questions?

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:45 PM) Winter Weather Briefing, Executive,

**SUMMARY:** The City of Bainbridge Island Emergency Management Coordinator will share information on the winter weather forecast, how the City is preparing to respond to storm events, and how the community can prepare their households and businesses.

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

**RECOMMENDED MOTION:** Discussion

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

12082020 EM Presentation to CC Winter Weather.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# Emergency Management Winter Weather Preparedness Briefing

Shaping The Future of Community Preparedness:

A Whole Community Approach on Bainbridge Island

# Agenda

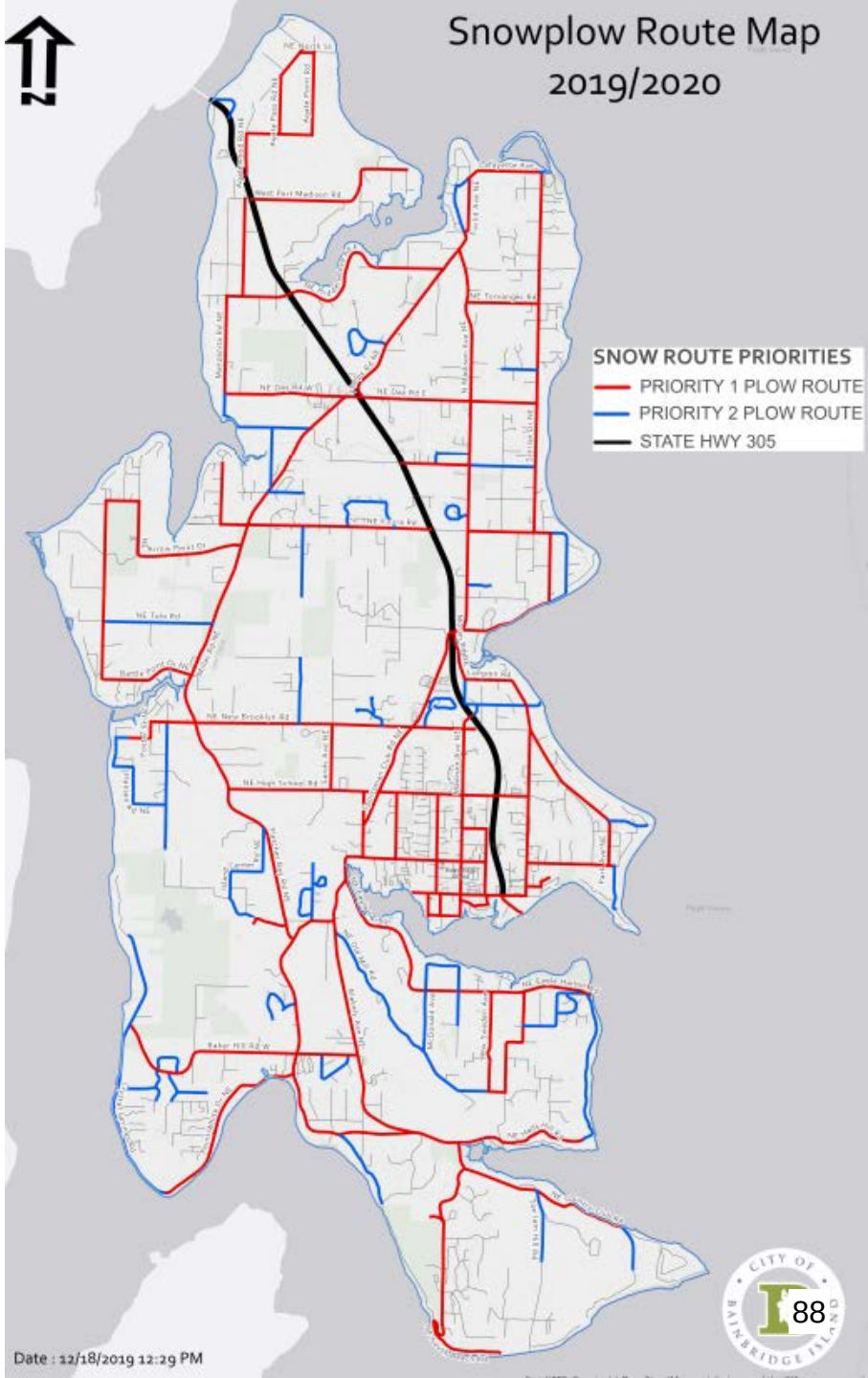
- Forecast for Winter 2020-2021
- Winter Weather Preparedness
- Severe Weather Center Planning

# Current Forecast – Winter 2020-2021

- Attended the National Weather Service Winter Weather Briefing - October 1st
- Attended the Kitsap County Emergency Management Winter Weather Briefing – November 19th
- Expecting a La Nina Winter = Wetter, Colder Weather
  - More Snow
  - More Rain

# Winter Weather Response

- City Crews follow a priority system for plowing
- Sidewalk clearing is the responsibility of abutting property owners (except when adjacent to City property)
- **Capacity diminished this year due to staffing challenges**



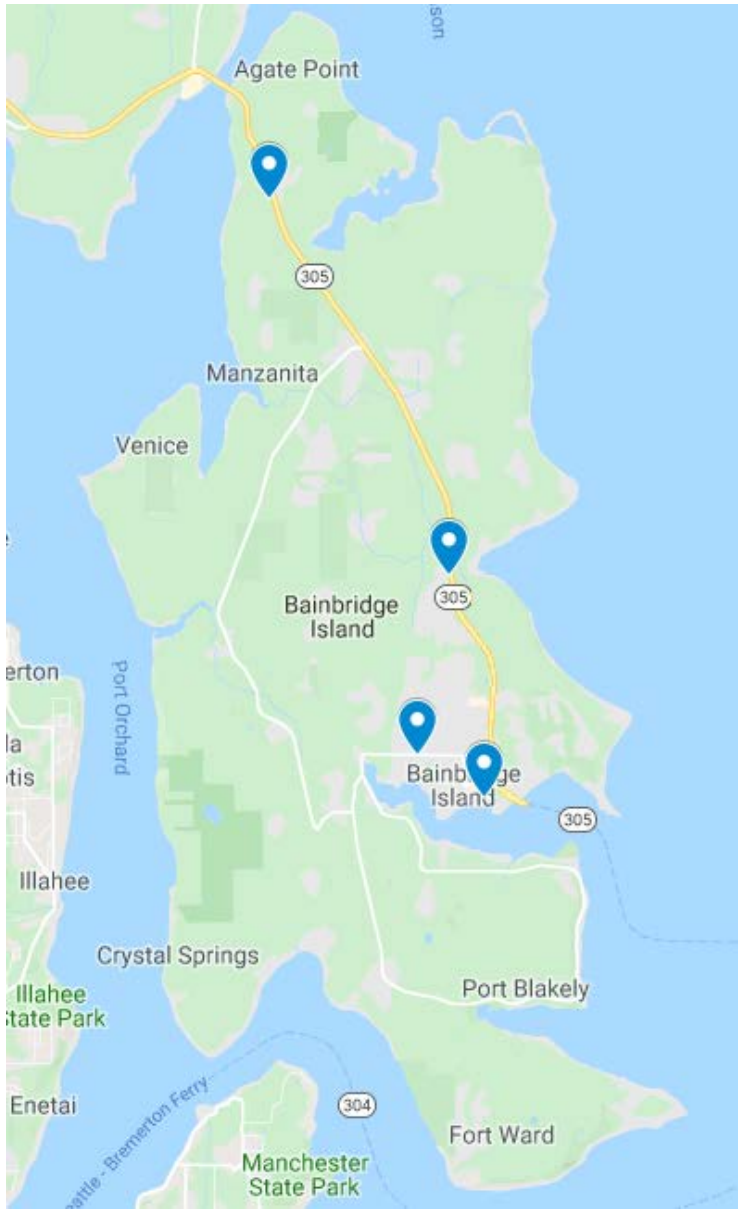
# Winter Weather Preparedness

- Messaging on social media and City Manager's Report

- Updated Inclement Weather Page: https://www.bainbridgewa.gov/1133/Inclement-Weather

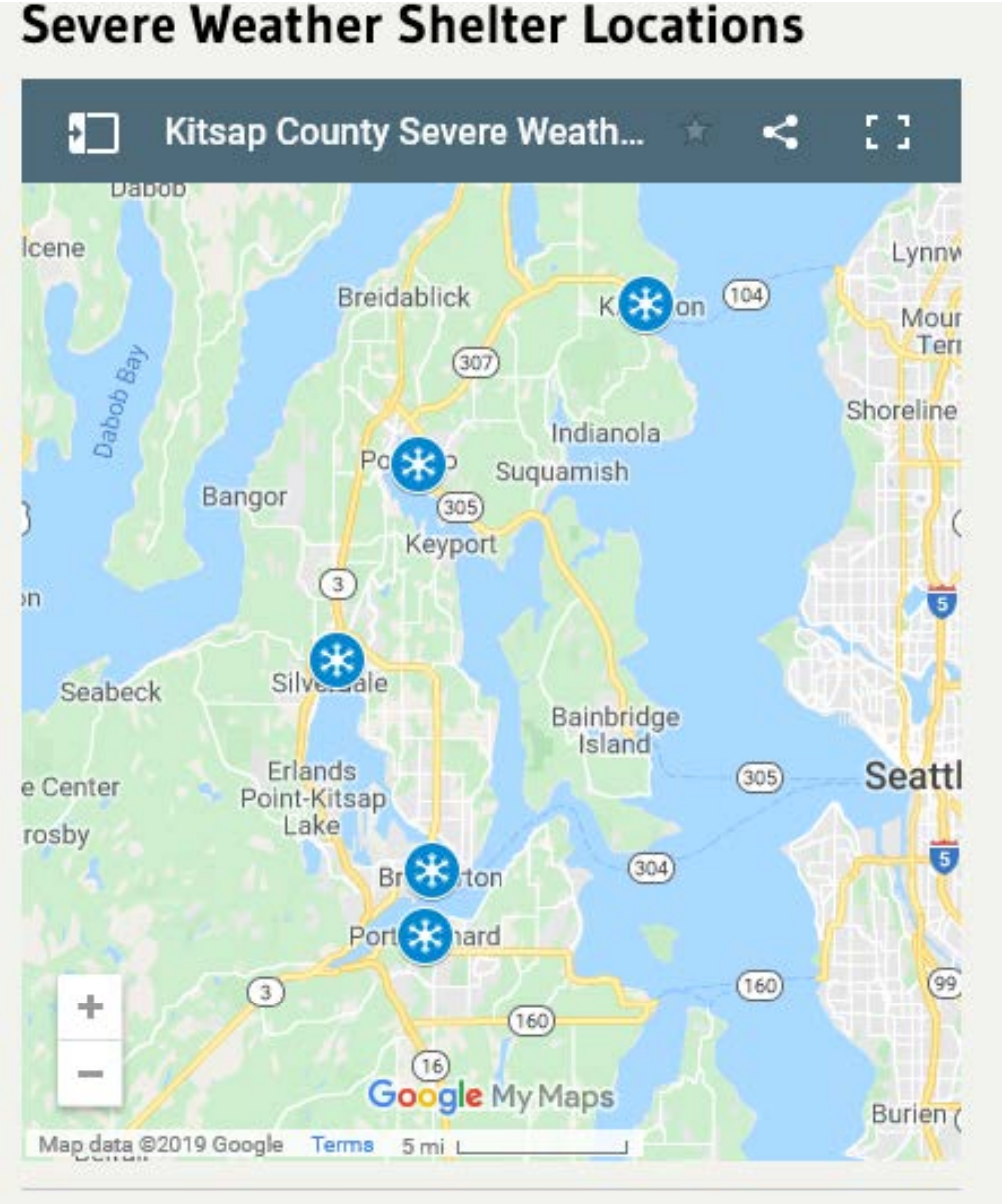
- Updated Plan for Severe Weather Center/Overnight Emergency Shelter Operations to include COVID considerations






# Bainbridge Island Severe Weather Center Locations

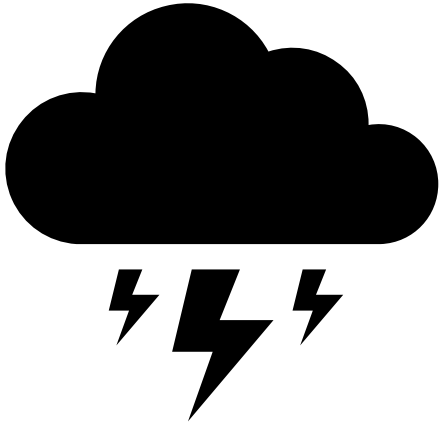
- **Senior Center (Day & Night)**
  370 Brien Dr SE
- **Seabold United Methodist Church (Night Only)**
  6894 NE Seabold Church Rd
- **St. Barnabas Episcopal Church (Day Only)**
  21187 Wyatt Way NW
- **Island Church (Backup Site)**
  9624 Sportsmans Club Road




# Other Kitsap County Locations

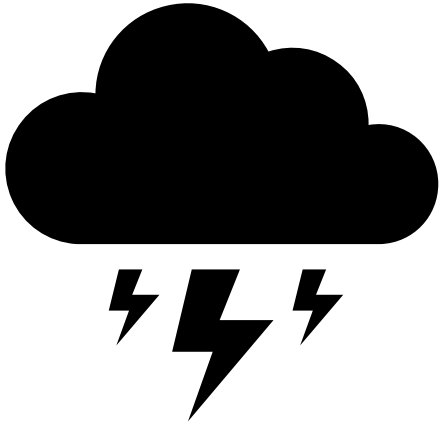
- Poulsbo – Gateway Fellowship**
- Kingston – Village Green Community Center
- Silverdale – United Methodist Church
- Bremerton – Salvation Army
- Port Orchard – United Methodist Church **

# Severe Weather Center Activation



- Forecasted weather at or below 32 degrees for four or more hours during daytime hours (8 a.m. – 5 p.m.) and/or
- Extended power outage (expected for more than four hours) during forecasted weather at or below 32 degrees and/or
- Other times when wind chill, ice, flooding, or other factors represent a threat to those who are exposed

# Overnight Emergency Shelter Activation



- Forecasted weather at or below 32 degrees for four or more hours and one or more successive days and/or
- Snow accumulation is expected to exceed one inch or more for more than two days and/or
- There are two or more successive days of one inch or more of rain
- Shelters may also activate when high wind warnings are issued

# Process for Activation

- Emergency Management Coordinator works with locations to determine which site is available to activate
- Nixle alert sent to volunteers to create staffing schedule
- Email notification sent to Kitsap County and 211 regarding activation
- Nixle alert sent out to community regarding activation, location, and hours of operation of daytime severe weather center and overnight emergency shelter, if needed



# Questions?


- Anne LeSage
- alesage@bainbridgewa.gov
- 206.780.8629

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:55 PM) Ordinance No. 2020-37 Relating to 6-Month Extension of Landmark Tree Ordinance - Planning,

**SUMMARY:** On November 24, 2020, the City Council set the public hearing for December 8, 2020 related to Ordinance No. 2020-37, which would extend the interim control related to the protection of landmark trees for six months, or until June 26, 2020. The extension would allow staff time to continue to work on the approved work plan that was delayed due to COVID-19 emergency situation, and to work toward the goal of completing the legislative process to amend the applicable regulations prior to the expiration of this interim control. This agenda item is for the Council to conduct the public hearing on Ordinance No. 2020-37 and to approve the ordinance to extend the interim control.

**AGENDA CATEGORY:** Ordinance **PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to approve Ordinance No. 2020-37 to extend for six months the interim control related to the protection of landmark trees.

**STRATEGIC PRIORITY:** Green, Well-Planned Community

**FISCAL IMPACT:**

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

**BACKGROUND:** On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and, with a further extension, is proposed to be extended until June 26, 2021 via the adoption of this current ordinance, Ordinance No. 2020-37, unless terminated earlier or extended by the Council. Since being initially adopted, the Council has amended the interim official control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance No. 2018-42), December 11, 2018 (via Ordinance No. 2018-45), June 25, 2019 (via Ordinance No. 2019-17), November 26, 2019 (via Ordinance No. 2019-38), and on June 9, 2020 (via Ordinance No. 2020-13).

**ATTACHMENTS:**

Ordinance No. 2020-37 Extending Landmark Tree Regulations

Exhibit A to Ord. 2020-37 (Work Plan)

Exhibit B to Ordinance 2020-37 (Winslow Master Plan Study Area)

Ordinance No. 2020-13 [For Reference}

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

*PUBLIC HEARING DRAFT*

**ORDINANCE NO. 2020-37**

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

**WHEREAS**, the City Council of the City of Bainbridge Island ("City") updated the City's Comprehensive Plan in February of 2017; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on June 9, 2020, the City Council conducted a public hearing on Ordinance No. 2020-13 and the Council received and considered public comment related to that ordinance; and

**WHEREAS**, on June 9, 2020, after considering such public comment, the City Council adopted that ordinance to extend the interim control for six months, to December 26, 2020; and

**WHEREAS**, City staff met with the Planning Commission to discuss draft regulations related to this interim control on August 13, September 10, October 29, and November 11, 2020; and

**WHEREAS**, on November 24, 2020, the City Council set the public hearing on this ordinance for December 8, 2020; and

**WHEREAS,** on December 8, 2020, after considering such public comment, the City Council adopted this ordinance to extend this interim control ordinance for six months, to June 26, 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**, this interim control promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which the interim control was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency nor the effective date of the interim control, which is June 26, 2018.

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

**Section 1. Findings of Fact**. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2018-25 and as subsequently amended by Ordinance Nos. 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, and 2020-13.

**Section 2. Extension of Existing Interim Official Control**. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby extending the imposition of the interim official control that was initially imposed by Ordinance No. 2018-25, and was most recently extended by Ordinance No. 2020-13, as described herein.

**Section 3. Interim Official Control Extended**. This interim official control is hereby amended to extend the interim official control in its current form as specified in this ordinance for six months, which is until June 26, 2021. This interim official control was narrowed previously by Ordinance No. 2019-17 to apply only to properties located within the Winslow Master Plan Study Area. See, BIMC 16.32.005 and the map included as Exhibit B (attached).

**Section 4. Public Hearing**. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the interim official control at its meeting on December 8, 2020, and took public testimony and considered further findings of fact.

**Section 5. Interim Official Control Work Plan**. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and

findings of fact have been made. Pursuant to this ordinance, and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinances related to this interim official control, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, and 2020-13, the City is hereby extending this interim official control for an additional six months based on the work plan as incorporated herein (see attached Exhibit A). These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this interim official control on December 8, 2020.

**Section 6. Effect on Vested Rights**. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete and applicable land use permit application before the effective date of this interim official control.

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

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

**Section 9. No Change to Basis for Declaration of Emergency or Effective Date**. This ordinance shall take effect and be in full force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in the interim official control ordinances which preceded this ordinance, including Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, and 2020-13, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this interim official control were included in the "Whereas" clauses of Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, and 2020-13, as well as in this ordinance, and those "Whereas" clauses are adopted as findings of fact. This ordinance does not change the effective date of this interim official control, which is June 26, 2018.

PASSED BY THE CITY COUNCIL this _____ day of December, 2020.

APPROVED BY THE MAYOR this _____ day of December, 2020.

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | November 20, 2020 |
| PASSED BY THE CITY COUNCIL: | December ____, 2020 |
| PUBLISHED: | December____, 2020 |
| EFFECTIVE DATE: | December ____, 2020 |
| ORDINANCE NUMBER: | 2020-37 |
| ATTACHED: | Exhibit A (Work Plan), Exhibit B (Winslow Master Plan Study Area) |

# EXHIBIT A

# PROTECTION OF LANDMARK TREES

## UPDATED WORK PLAN FOR INTERIM REGULATIONS (December 8, 2020)

**INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES**:
On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, *Protection of Landmark Trees*. The interim official control took effect immediately and has been extended until June 26, 2021, via the adoption of this current ordinance, Ordinance No. 2020-37, unless terminated earlier or extended by the City Council.

The City Council has amended the interim official control initially adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance No. 2018-42), December 11, 2018 (via Ordinance No. 2018-45), June 25, 2019 (via Ordinance No. 2019-17), November 26, 2019 (via Ordinance No. 2019-39), and on June 9, 2020 (Ordinance No. 2020-13).

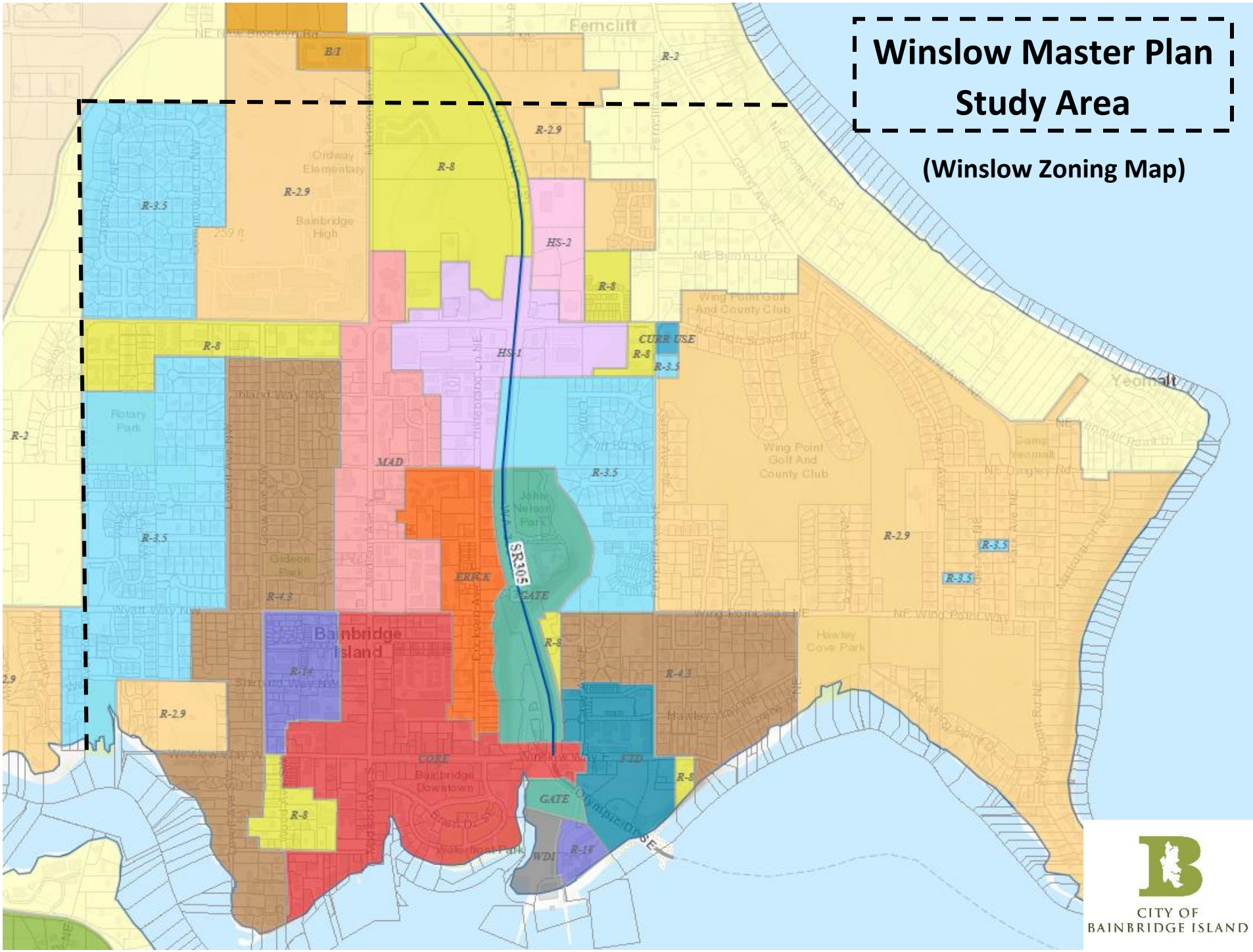
The City has developed and is proceeding based on the *Updated Work Plan* described below to address the issues related to preservation of trees raised by the adoption of the interim regulations set forth in Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, 2019-17, 2019-39, and 2020-13, as well as in this current ordinance, Ordinance No. 2020-37.

December 2020 - January 2021
In conjunction with the Planning Commission, City staff will further refine the proposed code changes. After holding a public hearing, it is expected that the Planning Commission will make a recommendation to the Council on tree removal and the vegetation management permit and landmark tree chapters.

January – February 2021
The proposed code changes would then be provided to the Council for review and consideration. After such review and consideration, the Council could take action to approve an amendment to the tree removal and the vegetation management permit and landmark tree chapters.

February - March 2021
Following the passage of the new regulations as above described, City staff will perform outreach and educate the public about best tree practices and the new regulations.

# EXHIBIT B




CITY OF BAINBRIDGE ISLAND

**ORDINANCE NO. 2020-13**

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

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

**WHEREAS**, the City Council of the City of Bainbridge Island ("City") updated the City's Comprehensive Plan in February of 2017; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on February 25, 2020, the City's Department of Planning and Community Development had a discussion with the City Council on potential next steps and revisions to the municipal code regarding tree removal, forest stewardship and vegetation maintenance (Chapter 16.18 BIMC), landscaping and tree retention (e.g., BIMC 18.15.010), and landmark tree regulations (Chapter 16.32 BIMC), and an extension of this interim control will allow staff and the Council to work toward the goal of completing the legislative process to amend the code prior to the expiration of this interim control; and

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

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

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

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

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

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

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

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

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

**WHEREAS**, this interim control promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which the interim control was imposed continues to exist and this ordinance does not change the basis for

that declaration of emergency nor the effective date of the interim control, which is June 26, 2018.

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

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

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

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

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

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

**Section 6. Effect on Vested Rights**. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete and applicable land use permit application before the effective date of this interim official control.

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

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

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

PASSED BY THE CITY COUNCIL this 9th day of June, 2020.

APPROVED BY THE MAYOR this 9th day of June, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | May 22, 2020 |
| PASSED BY THE CITY COUNCIL: | June 9, 2020 |
| PUBLISHED: | June 12, 2020 |
| EFFECTIVE DATE: | June 17, 2020 |
| ORDINANCE NUMBER: | 2020-13 |
| ATTACHED: | Exhibit A (Work Plan), Exhibit B (Winslow Master Plan Study Area) |

## EXHIBIT A (*REVISED*)

# PROTECTION OF LANDMARK TREES

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

### INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES:

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

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

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

**June – August 2020**

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

**August 2020**

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

**September 2020**

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

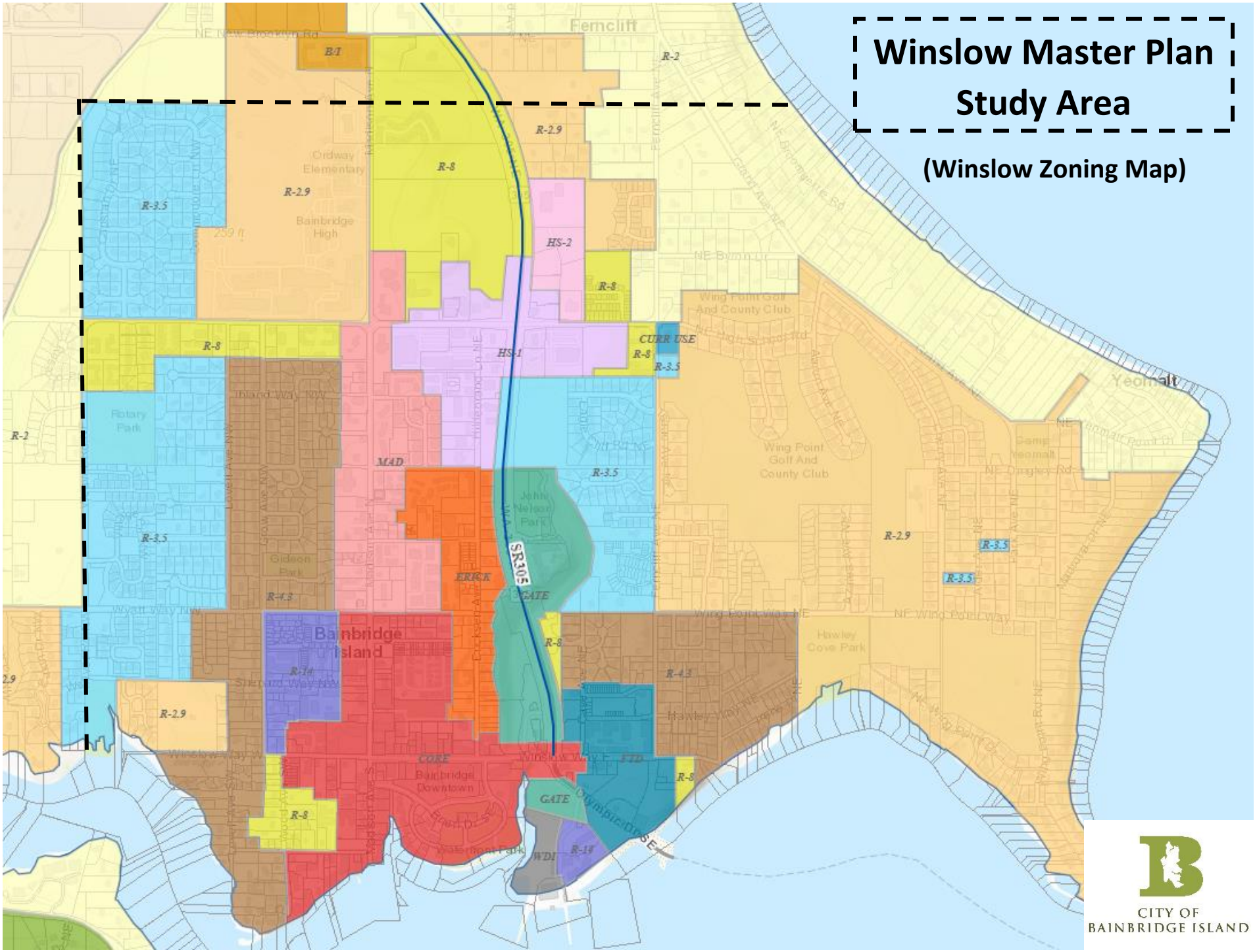
**October 2020**

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

**November – December 2020**

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

# EXHIBIT B


Winslow Master Plan Study Area
(Winslow Zoning Map)
Fernclift
B-I
R-2
R-2.9
R-8
R-3.5
HS-2
HS-1
CURR USE
MAD
R-4.3
R-14
CORE
GATE
ERICK
SR305
Bainbridge Island
Wing Point Golf And County Club
Rotary Park
Gideon Park
John Nelson Park
Hawley Cove Park
Bainbridge High
Ordway Elementary
Olympic Dr SE

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (8:05 PM) Ordinance No. 2020-34 Prohibiting New Self-Service Storage Uses, Consider Adoption - Planning,

**SUMMARY:** Following a staff presentation on September 8, 2020 related to the City's existing self-service storage facilities and how this use is regulated in other west Puget Sound jurisdictions, the City Council directed staff and the Planning Commission to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities.

The Planning Commission discussed the Council's direction on September 24 and October 8, 2020. The Planning Commission held a public hearing on draft Ordinance No. 2020-34 on October 29, 2020. There were several public comments submitted to the Planning Commission (see attached) for the public hearing, and one person commented during the public hearing. After closing the public hearing, the Planning Commission voted unanimously to recommend approval of Ordinance No. 2020-34, with a few non-substantive edits, to the City Council (see attached recorded motion).

**AGENDA CATEGORY:** Ordinance **PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to approve Ordinance No. 2020-34.

**STRATEGIC PRIORITY:** Green, Well-Planned Community

**FISCAL IMPACT:**

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

**BACKGROUND:** On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts. The moratorium does not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures or to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage

facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium.

The Council adopted a work plan with Ordinance No. 2020-12, and on June 16, 2020, the Council directed staff to move forward with gathering information for the self-service storage facilities moratorium work plan. Staff compiled information on existing self-service storage facilities on Bainbridge Island as well as researching regulations of other local jurisdictions regarding self-service storage. The Council also requested that staff look at the environmental impacts of self-service storage and the existing self-service storage square footage and how much that equates to square footage per person.

On September 8, 2020, City staff updated the City Council on research regarding self-service storage facilities capacity, vacancy, tenant use, existing amount of square footage per person, amount of jobs created, potential environmental impacts, and a sharing of regulations from surrounding communities in the west Puget Sound region, pursuant to the adopted Work Plan. After discussing the information, the Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and discussed the possibility of allowing expansion for existing facilities.

The Planning Commission began discussion of this topic on September 24, and continued the discussion on October 8, 2020. The Commission requested information about the expansion potential of the existing self-service storage facilities, and confirmed that any ordinance prohibiting new self-service storage facilities should provide for expansion of existing facilities consistent with the development standards of the underlying zoning district.

On October 27, 2020, the City Council reviewed the public hearing draft of Ordinance No. 2020-34. After considering the draft ordinance, the Council adopted a motion to amend the ordinance to add a Whereas clause related to climate change, and to forward the ordinance to the Council's November 10, 2020 meeting for further consideration and possible adoption. Staff, however, had additional environmental review to complete and the agenda item was moved to December 8, 2020 to complete that review.

In a related matter, on November 10, 2020, the City Council approved another ordinance, Ordinance No. 2020-36, which extended the moratorium on self-service storage facilities for an additional 6 months (or until May 26, 2020), to allow for completion of these revised regulations.

**ATTACHMENTS:**

Ordinance No. 2020-34 Self-Service Storage Facilities Moratorium

Exhibit A to Ordinance 2020-34.docx

Planning Commission Recorded Motion 2020-34.pdf

Planning Commission Public Hearing Public Comments.pdf

[For Reference} Ordinance No. 2020-36 Extending the Moratorium on Self-Service Storage Facilities Approved 111020.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-34**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, amending Table 18.09.020 and Sections 18.09.030.G and 18.30.020 of the Bainbridge Island Municipal Code related to prohibiting new self-service storage facilities and adding provisions for expansion of existing self-service storage facilities.

**WHEREAS**, the City Council of the City of Bainbridge Island ("City") updated the City's Comprehensive Plan in February of 2017; and

**WHEREAS**, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and a conditional use in Neighborhood Center (NC) districts within the City; and

**WHEREAS**, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

**WHEREAS**, Policy 1.5 of the Economic Element of the City's Comprehensive Plan states that "[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island's valued natural amenities, its limits of land and water and the quality of its residential neighborhoods"; and

**WHEREAS**, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

**WHEREAS**, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City's Comprehensive Plan; and

**WHEREAS**, the City Council has significant concerns regarding whether self-service storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

**WHEREAS**, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; and

**WHEREAS,** the City Council has concerns that self-service storage uses contribute to climate change; and

**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 moratoria related to land uses; and

**WHEREAS**, on November 26, 2019, the City Council approved Ordinance No. 2019-40 imposing a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the B/I NC zoning districts; and

**WHEREAS**, on May 12, 2020, the City Council conducted a public hearing and adopted Ordinance No. 2020-12 extending the self-service storage moratorium for six months, to November 26, 2020; and

**WHEREAS**, on September 8, 2020, in accordance with the work plan approved with Ordinance No. 2020-12, City staff presented to the City Council their research on the City's existing self-service storage facilities and how this use is regulated in other west Puget Sound jurisdictions; and

**WHEREAS**, the research showed that the existing self-service storage facilities on Bainbridge Island directly employ an average of approximately 1-2 persons and that the average amount of self-service storage used by residents (not businesses) of 9 square feet per person exceeds the national average of 5.4 square feet per person (Self-Storage Almanac, 2019); and

**WHEREAS**, after discussing the information presented by staff, the City Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities; and

**WHEREAS**, the Planning Commission discussed the topic of self-service storage facilities on September 24, 2020 and October 8, 2020; and

**WHEREAS**, on October 8, 2020, the Planning Commission set a public hearing for Ordinance No. 2020-34 on October 29, 2020; and

**WHEREAS**, on October 27, 2020, the City Council considered scheduling the adoption of Ordinance No. 2020-34 for a future meeting in anticipation of the public hearing that the Planning Commission scheduled for October 29, 2020; and

**WHEREAS**, also on October 27, 2020, the City Council adopted a motion to forward Ordinance No. 2020-34 to the November 10, 2020 City Council meeting for further consideration, and to include a Whereas clause related to climate change; and

**WHEREAS**, anticipating that the adoption of Ordinance No. 2020-34 may not occur on November 10, 2020, the City Council conducted a public hearing on another ordinance, Ordinance No. 2020-36, on November 10, 2020 related to extending the self-service storage moratorium, and the Council, after that public hearing, thereby extended the moratorium for six months, or until May 26, 2021; and

**WHEREAS**, after conducting a public hearing on October 29, 2020, the Planning Commission recommended approval of Ordinance No. 2020-34, with minor revisions, to the City Council; and

**WHEREAS**, City staff completed the SEPA comment and appeal period on Ordinance No. 2020-34 before returning the ordinance to the City Council for consideration of adoption; and

**WHEREAS**, notice on Ordinance No. 2020-34 was given on November 4, 2020, to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106; and

**WHEREAS**, the City Council considered this Ordinance No. 2020-34 at its meeting on December 8, 2020.

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

**Section 1.** Table 18.09.020 of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A.

**Section 2.** Section 18.09.030.G of the Bainbridge Island Municipal Code is hereby amended to delete the following text:

~~4. Self-Service Storage Facilities. In the NC district, self-service storage facilities are a permitted ("P") use; provided, that no outdoor storage is visible from abutting properties and public rights-of-way.~~

**Section 3.** Section 18.30.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

A nonconforming use of land may be continued; provided, that:

A. The use is not enlarged, increased, or extended to occupy a greater area of land or structure than was occupied on the date of adoption of this code; except self-service storage facilities in existence prior to the effective date of Ordinance No. 2020-34 may expand up to the current allowed lot coverage. This expansion would be subject to all other required permits and standards of the BIMC, including requiring a site plan and design review, if applicable; and

**Section 4. Severability**. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

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

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

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | December 4, 2020 |
| PASSED BY THE CITY COUNCIL: | _____, 2020 |
| PUBLISHED: | _____, 2020 |
| EFFECTIVE DATE: | _____, 2020 |
| ORDINANCE NUMBER: | 2020-34 |

Attached: Exhibit A

## Excerpt Table 18.09.020 Use Table

| "P" = Permitted Use | "A" = Accessory Use | Additional use restrictions for Chapters 16.12 and 16.20 BIMC may apply to shoreline or critical area properties |
|---|---|---|
| "C" = Conditional Use | "CA" = Conditional Accessory Use | |
| Blank = Prohibited Use | "T" = Temporary Use | |

| ZONING DISTRICT / USE CATEGORY/TYPE | R-0.4 | R-1 | R-2 | R-2.9 | R-3.5 | R-4.3 | R-5 | R-6 | R-8 | R-14 | Winslow Mixed Use Town Center | | | | | HSR I and II | NC | B/I | WD-I | Use-Specific Standards BIMC 18.09.030 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | CC | MA | EA | Gate | Ferry [1] | | | | | |
| Warehouse and Freight Movement | | | | | | | | | | | | | | | | | | | | |
| Self-Service Storage Facility | | | | | | | | | | | | | | | | | ~~C~~ | ~~P~~ | | ~~C-4~~ 18.30.020 |

CITY OF BAINBRIDGE ISLAND

# PLANNING COMMISSION RECORDED MOTION

| | |
|---|---|
| **Planning Commission Meeting Date:** | **October 29, 2020** |
| **Project Proposal Name and Number:** | **Ordinance 2020-34** |
| **Decision Maker:** | **City Council** |

**Planning Commission Role and Responsiblity:** Pursuant to BIMC 2.16.180, Planning commission review and recommendation is required for amendments to BIMC Chapter 2.16, and BIMC Titles 16, 17, and 18, area-wide rezones initiated by the city, or area-wide rezones associated with a privately initiated amendment to the comprehensive plan.

**Planning Commission Action:**

1. In making a recommendation, the planning commission shall consider applicable decision criteria of this chapter, all applicable law, the comprehensive plan, public comment, and any necessary documents and approvals.
2. The planning commission shall issue a written recommendation that contains (a) a statement recommending that the proposed amendment be approved, approved as amended, or denied, and (b) a statement of facts upon which the recommendation is based and the conclusions derived from those facts.
3. The planning commission's written recommendation and other documents upon which its decision is based shall be immediately transmitted to the city council and department director.

**Findings of Fact and Reasons for Action**

We find that Ordinance No. 2020-34 supports Policy 1.5 of the Economic Element of the Comprehensive Plan particularly given the limited amount of land within business industrial and neighborhood centers. We further recommend the following revised language to Section 3 of the Ordinance revising Section 18.30.020.A: "…except self-service storage facilities in existence prior to the effective date of Ordinance No. 2020-34 may expand up to the current allowed lot coverage…"

**Recommendation:**

The Planning Commission recommends the City Council:

| | |
|---|---|
| _____ | Approve the ordinance. |
| X | Approve the ordinance as amended. |
| | Deny the ordinance. |

CITY OF BAINBRIDGE ISLAND

# PLANNING COMMISSION RECORDED MOTION

**Recorded motion on October 29, 2020:**

I move to recommend approval by the City Council of Ordinance No. 2020-34 as written with one revision to section 18.30.020 as we described earlier.

**Moved: McCormick Osmond**
**Seconded: Paar**

**Planning Commission Record of Vote:**

| Commissioner | Support | Oppose | Absent | Abstain |
|---|---|---|---|---|
| Chester | X | | | |
| McCormick Osmond | X | | | |
| Quitslund | X | | | |
| Macchio | X | | | |
| Paar | X | | | |
| Blossom | X | | | |
| Vacant | | | | |
| **Total** | **6** | | | |

**CITY OF BAINBRIDGE ISLAND PLANNING COMMISSION**

Chair

Date: 10/30/20

Administrative Specialist, Planning and Community Development

Date: _____

## Jennifer Sutton

**From:** PCD
**Sent:** Tuesday, October 27, 2020 11:25 AM
**To:** David Greetham; Gary Christensen; Jennifer Sutton; Joe Paar; Jon Quitslund; Kimberly McCormick Osmond; Kirsten Hytopoulos; Lisa Macchio; Sarah Blossom; William Chester
**Subject:** FW: Self Service Storage

Good Morning,

Please see public comment below.

Thank you,

CITY OF BAINBRIDGE ISLAND
JANE RASELY
Administrative Specialist
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3758 (office) 206.780.5104

**Planning and Community Development Service Hours**
Due to the City's COVID-19 response, the Planning and Community Development Department (PCD) has modified its operations. Please see the PCD webpage (https://www.bainbridgewa.gov/154/Planning-Community-Development) for current information.

---

**From:** G Val Tollefson <outlook_84FD12159C1097F5@outlook.com> **On Behalf Of** G Val Tollefson
**Sent:** Monday, October 26, 2020 5:49 PM
**To:** Council <Council@bainbridgewa.gov>; PCD <PCD@bainbridgewa.gov>
**Subject:** Self Service Storage

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.

Please share with Planning Commission:

With all respect, you have spent way too much time and valuable staff resources on this issue. Other than perhaps the personal preference of some members of Council or staff, there is generally no good reason to limit a particular kind of business on the Island. If there are too many self-storage facilities, some will become non-competitive and their property will be repurposed. The Council is in no position to micro-manage business development on the Island. By all means, adopt design standards, but stay away from the business decisions.

On the other hand, if this passes you could start consideration of limiting the number of barber shops.

Thanks,

Val Tollefson

*Val Tollefson*

## Jennifer Sutton

**From:** PCD
**Sent:** Wednesday, October 28, 2020 5:27 PM
**To:** David Greetham; Gary Christensen; Jennifer Sutton; Joe Paar; Jon Quitslund; Kimberly McCormick Osmond; Kirsten Hytopoulos; Lisa Macchio; Sarah Blossom; William Chester
**Subject:** FW: Storage facilities

Good Afternoon,

Please see public comment below.

Thank you,

Jane Rasely
Administrative Specialist
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3758 (office) 206.780.5104

Planning and Community Development Service Hours Due to the City's COVID-19 response, the Planning and Community Development Department (PCD) has modified its operations. Please see the PCD webpage (https://www.bainbridgewa.gov/154/Planning-Community-Development) for current information.

-----Original Message-----
From: Carrie West <carrie.west.lifecoach@gmail.com>
Sent: Wednesday, October 28, 2020 3:33 PM
To: PCD <PCD@bainbridgewa.gov>
Subject: Storage facilities

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.

I agree with you folks about not allowing any more storage facilities on the Island. I had to store my things for 4 years at Hill Moving in Poulsbo. But I came back, I took it all and went through everything so that I could downsize. Therefore, I have no more in storage. Plus, I want to encourage people to use the land for better things than storage.

Thank you for considering my testimony.

Carrie West
Sent from my iPad

October 29, 2020

To the Bainbridge Island Planning Commission

Re: Moratorium on Self Storage facilities

I was on the Council when we finished the Comprehensive plan and developed the Winslow Master Plan. I also own and operate a small mini-storage facility at Island Center. So, I have background and perspective to shed some light on the issue.

As you probably know one of the primary goals in the development of both those Plans was to have half new Island growth be in Winslow. To that end we adopted various housing densities ranging from the most dense near the ferry dock to less dense near the old Winslow boundaries (roughly the same as the water and sewer system areas. The Neighborhood s3rvice Centers would eventually be a little more dense, as well. Roughly 2/3 of the Island would stay at R0.4 (1 home per 2.5 acres).

It seems to have developed since then pretty much that way.

Obviously at these densities the residential units in places like Harbor Square and the Grow community are significantly smaller than those away from Winslow

So, It has been no surprise to anyone that, along with the rise in the number of these higher density condos and apartments, is an increase in the need for mini-storage units to accommodate the possessions of those residents.

Whether it is people down-sizing, moving into assisted living or nursing care, inheriting an estate, merging families, or young folks going off to college there will always be a need for space for peoples' "stuff" as they move through life's transitions. As more Accessory Dwelling Units appear and if the City endorses the concept of "Tiny Houses" the need for such storage will only increase, Businesses such as Contractors routinely use mini-storage for their supplies and tools.

In an issue of COBI CONNECTS (January) in which a Council hearing on the subject was announced there was also an article about the City's concern about its "carbon footprint" as measured greenhouse gas emissions. People are already driving from Winslow to Poulsbo or Kingston for self storage. The Commission should understand that a policy which creates more 40 mile round trips to off-Island storage is certainly counter-productive and definitely not very "green."

Sincerely,

Jim Llewellyn

8 years on City Council

## Jennifer Sutton

**From:** PCD
**Sent:** Thursday, October 29, 2020 7:16 PM
**To:** David Greetham; Gary Christensen; Jennifer Sutton; Joe Paar; Jon Quitslund; Kimberly McCormick Osmond; Kirsten Hytopoulos; Lisa Macchio; Sarah Blossom; William Chester
**Subject:** FW: I tried to attend the public hearing on storage facilities--would like to make my comment

Good Evening,

Please see public comment below submitted during the Planning Commission meeting.

Thank you,

CITY OF BAINBRIDGE ISLAND
JANE RASELY
Administrative Specialist
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3758 (office) 206.780.5104

**Planning and Community Development Service Hours**
Due to the City's COVID-19 response, the Planning and Community Development Department (PCD) has modified its operations. Please see the PCD webpage (https://www.bainbridgewa.gov/154/Planning-Community-Development) for current information.

---

**From:** Jenny Morber <jenny.morber@gmail.com>
**Sent:** Thursday, October 29, 2020 6:27 PM
**To:** PCD <PCD@bainbridgewa.gov>
**Subject:** I tried to attend the public hearing on storage facilities--would like to make my comment

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.

Hi!

I am currently listening to the BI public meeting about storage facilities and I tried to attend the public hearing period but got cut off.

I wanted to express my strong support for the ordinance as is. The public has been clear that the island does not want additional storage facilities, and I thank the council for drawing up the ordinance to support public opinion. I do not think that this is a good use of industrial space, and I do not think that plot should have remained zoned as business industrial after the exception that changed it to that zoning was eliminated in the 90s.

Thank you for your consideration.

## Jennifer Sutton

**From:** PCD
**Sent:** Thursday, October 29, 2020 7:01 PM
**To:** David Greetham; Gary Christensen; Jennifer Sutton; Joe Paar; Jon Quitslund; Kimberly McCormick Osmond; Kirsten Hytopoulos; Lisa Macchio; Sarah Blossom; William Chester
**Subject:** FW: Hearing Public Comment: Self Storage
**Attachments:** comment letter 10_29_20.docx; Petitioner's Opening Brief 4-22-20F-2.pdf

Good Evening,

Please see written comments from Ms. Beth Morgan received earlier this afternoon. I apologize that they were not sent to you sooner.

Thank you,

CITY OF BAINBRIDGE ISLAND
JANE RASELY
Administrative Specialist
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3758 (office) 206.780.5104

**Planning and Community Development Service Hours**
Due to the City's COVID-19 response, the Planning and Community Development Department (PCD) has modified its operations. Please see the PCD webpage (https://www.bainbridgewa.gov/154/Planning-Community-Development) for current information.

---

**From:** Beth Morgan <beth.bryson.morgan@gmail.com>
**Sent:** Thursday, October 29, 2020 12:59 PM
**To:** PCD <PCD@bainbridgewa.gov>
**Subject:** Hearing Public Comment: Self Storage

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.

Dear Bainbridge Island Planning Commission:

Please see attached comment letter and exhibits for the October 29, 2020 public hearing on self storage facilities.

Thank you,
Beth Morgan
206-660-6386

**Beth Bryson Morgan**
715 2nd Avenue, #1901
Seattle, WA 98104
(206) 660-6386; beth.bryson.morgan@gmail.com

---

Via E-Mail: pcd@bainbridgewa.gov

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

November 6, 2020

Re: Public Hearing Ordinance No. 2020-34, Prohibiting Self Storage

Dear Planning Commission:

This comment letter addresses the proposed Ordinance 2020-34 prohibiting new self-storage in the City of Bainbridge Island. Urban Bainbridge strongly opposes this action, which is and has only ever been a thinly veiled attempt to prevent Urban Bainbridge's Day Road self-storage project. Enacting this Ordinance now, without providing an exemption for the Day Road project, is likely to result in protracted litigation and significant damages to Urban Bainbridge. Based on the information the City has collected during its investigations, there is also a significant need for self storage in this island community and there will be consequences for taking this drastic action.

Urban Bainbridge outlined its widely publicized efforts to construct a new self storage facility on Day Road in its briefing to the Washington State Growth Management Hearings Board. *See attached summary from briefing and exhibits.* After years working with the City to meet the ever changing design and site development standards, after significant resources were committed to this project, the City is finally completing their capitulation to a small group of NIMBYs (Not-In-My-Back-Yard) who care not about self storage facilities, but whose only mission is to preclude Urban Bainbridge from building next to their school.

This sets a dangerous precedent that will sit like a cloud over the Island in the eyes of any business or real estate developer—the City of Bainbridge Island will not welcome you. It was the City, not Urban Bainbridge, who zoned property adjacent to a primary school as Business/Industrial. It is naïve to believe that the last year's turmoil is just about self storage, rather than preventing <u>any</u> development that is not pleasing to the school's protectors. They have stated again and again that they want the Day Road property to be turned into a public park. They are going to object to any proposal that (a) fits within the zoning code for Business/Industrial property, and (b) is not overtly in their own interests. This entire exercise has been a dark horse campaign against the development of a single property, and the City's willingness to pretend otherwise is going to tell businesses that they are not wanted, meaning less jobs and less investment.

Due process requires governments to treat citizens in a fundamentally fair manner. *West Main Assocs. v. Bellevue*, 106 Wn.2d 47, 51 (1986). Consequently, citizens must be protected from the fluctuations of legislative policy, so that they can plan their conduct with reasonable certainty as to the legal consequences. *Id.* at 51. No one can deny that property development rights constitute "a valuable property right." *Id.* at 50. In order to give any credence to this property right, Urban Bainbridge's representations and notice to the City of its intent to proceed for so long cannot now be frustrated even through otherwise legal processes. It is wrong, and it is unlawful, for government to frustrate a landowner's legitimate plans made known to it during the permitting process. *All. Inv. Grp. of Ellensburg, LLC v. City of Ellensburg*, 189 Wn. App. 763, 771–72 (2015).

In response to the City's investigation into this matter, businesses like Reliable Storage responded that, "Since the beginning of 2017 our occupancy has averaged 90%. Over that period our monthly occupancy has been between 85% and 97% occupied. Our occupancy is seasonal and tends to peak in the spring and decline in the fall." These are not the statistics of a surplus problem, as the proponents of this self storage ban have claimed for the last year. Rather, this demonstrates that self storage is uniquely important in a community with limited space and unalterable geographical borders. The City's own report concludes that "vacancy rates are generally low, ranging from 0-15%, and fluctuate based on circumstance." Why does it matter that storage use in the City exceeds the national average if the spaces are actually being filled? It should not.

Another primary argument of the proponents of the self storage ban is that these facilities do not create *enough* jobs. However, the City's report notes that "Each self-storage facility that responded indicated that businesses make up a portion of their tenants, ranging between 5-30%." Reliable Storage told the City that they have two managers and three support staff, but also employ vendors for landscaping, heating and maintenance to serve their customers. Clearly, the value of self storage to keeping citizens employed is not limited to the number of people who are employed at the front desk.

The City has apparently concluded that there is ample room on existing self storage properties for further expansion, but many of the underlying assumptions are implausible. For instance, "Island Center Self Storage" is, as the City notes, already exceeding the allowed lot coverage, and nonconforming structures cannot be expanded. Additionally, other properties, such as Bainbridge North Storage, would have to repurpose buildings that have other uses in order to create more self storage space. These buildings contain a yoga studio and other light manufacturing jobs. It is not fair for the City to say that storage can be added without noting that it would be at the expense of other businesses and jobs. It is also easy for the City to say that businesses like these can add a second story, but that's not always a practical business plan. That would require shutting down for a significant period of time, with months if not years of lost income.

We urge you to look beyond the purpose driven assumptions in these reports, and to consider for an instant that this action will have lasting effects on the City of Bainbridge Island, but especially on the business and investment community.

Sincerely,

Beth Bryson Morgan
Principal, Urban Bainbridge

**BEFORE THE CENTRAL PUGET SOUND GROWTH MANAGEMENT HEARINGS BOARD STATE OF WASHINGTON**

| | |
|---|---|
| URBAN BAINBRIDGE LLC,<br><br>Petitioner,<br>vs.<br><br>CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation,<br><br>Respondent. | NO. 20-3-0001<br><br>PETITIONER URBAN BAINBRIDGE, LLC'S OPENING BRIEF |

## I. INTRODUCTION

Petitioner, Urban Bainbridge, LLC (Urban Bainbridge) hereby submits this Prehearing Brief challenging Ordinance 2019-40 adopted by the City of Bainbridge Island (City).

The City placed a moratorium on the intake of all building permit or land use applications in Table 2.16.010-1 Bainbridge Island Municipal Code (BIMC) on January 9, 2018. The City maintained what it coined a "General Development Moratoria" in effect in some form or fashion through December 3, 2019, while working on substantive and procedural changes concerning every aspect of the permitting process, thereby ensuring it would be impossible for property owners to submit complete land use applications. When the end of any credible argument for the General Development Moratoria became inescapable, the City expanded the scope of the moratorium to all self-storage uses and adopted Ordinance 2019-40, which targeted proposed development that the City saw as unpopular—namely development of property owned by Urban Bainbridge.

## II. STATEMENT OF FACTS

Any experienced developer is accustomed to dealing with changes to City Codes as applications proceed. Described below is how the City of Bainbridge Island went to great lengths to make these changes as unpredictable as possible, creating unjustified emergencies under the auspices of serial moratoria. Ultimately, the City distilled the moratoria into Ordinance 2019-40, wherein it



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2

blocked one targeted use that it wished to keep indefinitely in abeyance, despite having allowed this use under the zoning code for many years.

**A. The City Started Its Moratorium Strategy Immediately After Adopting Updates To Its Comprehensive Plan At The End Of 2017.**

Not without irony, after a lengthy Comprehensive Plan update process in 2017, the City Council imposed a blanket moratorium on January 9, 2018 that prohibited the intake of "[a]ll building permit applications or land use applications included or otherwise described in Table 2.16.010-1 of Section 2.16.010 of the Bainbridge Island Municipal Code ('BIMC')." Ex. 1, Ord. 2018-02. The purpose of the moratorium was for additional time to review the regulations and policies necessary to implement the City's 2017 Comprehensive Plan, with specific focus on the critical areas ordinance, design review standards, and the roles of planning bodies in the land use development review and decision making process. Ex. 1.

The City received so many questions about the Original Moratorium that it was amended on January 16, 2018 and again on February 15, 2018. Ex. 2, Ord. 2018-03; Ex. 3, Ord. 2018-05. The restated moratoria prohibited land use permits and approvals in the Business/Industrial zones if certain conditions applied. *See* Ex. 3 at 3–4. The moratorium also prohibited major site plan and design review proposals if they did not have a pre-application conference on the calendar before the effective date of the Original Moratorium. *See* Ex. 3 at 4. Therefore, there were two nets of prohibition, based first on whether the property was in a particular zone and then whether there had been a pre-moratoria pre-application conference.

**B. The City Had An Established Design Review And Land Use Application Process.**

At all times pertinent to this Petition, any land use application for a major site plan was required to include a pre-application conference and meeting notes from Design Review Board and public participation meetings. The City sets forth the required submittals for these meetings in an



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2133

"Administrative Manual." *See* Ex. 249. Urban Bainbridge had a pre-application conference with the City on April 25, 2016. *See* Exs. 248 & 249.

As early as 2016, Urban Bainbridge disclosed its intention to build a "commercial self-storage facility at a currently undeveloped lot" on parcel 102502-2-024-2001. Ex. 249. The City informed Urban Bainbridge that this would require a site plan and design review permit. *Id.* The City spoke about the required process: "The practical timeline for review of the permit application will depend in large part on the results of the public involvement process, and the involvement of the Design Review Board, public meetings, and the Planning Commission could add to the actual project timeline." *Id.* Thus, the City was aware that it had an already burdensome process before an applicant could submit a complete development application.

**C. The City Stalled Development of Business/Industrial Zoned Property through Its Ensuing Moratoria.**

The City renewed the February 15, 2018 continuing development moratoria again on March 13, 2018. Ex. 4, Ord. 2018-09. Up to and including this renewal, the General Development Moratoria prohibited any land use permits and approvals in the Business/Industrial zone that met certain broad criteria. See Ex. 3 at 3–4. Therefore, the fact that Urban Bainbridge had a pre-application conference in 2016 was yet of no consequence.

On its face, the City opened up the Business/Industrial zone for development effective May 2, 2018, *see* Ex. 5 at 2, but the City's ongoing manipulation of its regulations made such development impossible. The work plans associated with the General Development Moratoria remained sweeping and broad, including changes that any applicant for a major site plan or design review proposal would have to meet. *See id.* at 3.

On June 26, 2018, the City adopted Ordinance 2018-23, extending the moratorium for 90 days to continue work on the land use application procedures and design guidelines:



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2134

> WHEREAS, City staff is working with the Design Review Board on a scope of services to solicit professional services to update the City's Design Guidelines (BIMC 18.18.030), which is work that is not expected to be completed until the end of 2018;
>
> WHEREAS, each of the multiple Design Review Board and Planning Commission meetings as described above included an opportunity for public comment on the alternatives for revisions to the City's subdivision standards, dimensional standards, and land use review procedures;

Ex. 6 at 3. The land use procedures and design guidelines are separate but crucial aspects of the City's pre-application process, as acknowledged in the City's communications to applicants. *See* Exs. 249 and 250.

Ordinance 2018-23 had no basis in any emergency or unique situation that would have warranted its imposition. With Ordinance 2018-23, it became clear the City expected to continue review of its Design Review Guidelines through 2018. Both the Planning Commission and Design Review Board were deep into extended review of alternatives to the City's land use procedures, which would ultimately decide what role they have in the land-use-application-scheme. *See* Ex. 6 at 2–3.

In response to at least one pre-application meeting in November of 2018, the City advised: "Please note that significant changes to development regulations, particularly those involving vegetation retention and subdivisions, are of late frequently adopted and subsequently modified by City Council." Ex. 250. The City admitted in 2016 that "[t]he practical timeline for review of the permit application will depend in large part on the results of the public involvement process." Ex. 249. In providing these comments to property owners, the City acknowledged it was unlikely that they could successfully submit land use applications because of constantly changing Codes. As of the middle of 2018, there was neither a clear path for an applicant to submit a land use application nor any foreseeable point when the City would have an adopted pre-application process that applicants could rely on for more than one week.

Through the fall of 2018, the City continued to extend and amend its moratorium. Ex. 7, Ord. 2018-41 (extending the moratorium through April 8, 2019 and allowing some "two-lot short



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2135

subdivisions"); Ex. 8, Ord. 2018-43 (allowing new permits in more zones). In November, under Ordinance 2018-43, the City Council explained:

> WHEREAS, City staff, working with the Design Review Board, has selected a consultant team to provide professional services to update the City's Design Guidelines (BIMC 18.18.030), which is work that is not expected to be completed until the end of July 2019; and
>
> WHEREAS, the City provided legal background on the roles of land use bodies, presented in a memorandum from attorney James E. Haney . . . , and the City Council had a special workshop related to land use review procedures on August 27, 2018;

Ex. 8 at 3. Any property owner wishing to submit a complete land use application must navigate the City's "frequently adopted and subsequently modified" development regulations or wait until July 2019 for new Design Guidelines. The City provided no such estimate concerning the land use review procedures. Again, there was no clear emergency.

By December 2018, the City's planning bodies had participated in more than eleven meetings regarding its land use procedures. Ex. 246, Ord. 2018-20 at 1–2.

> WHEREAS, each of the eleven Design Review Board and Planning Commission meetings included an opportunity for public comment on the alternatives for revisions to the City's land use review procedures; and
>
> WHEREAS, the City Council reviewed and considered the alternatives for revisions to the City's land use review procedures and decision-making authority at regularly scheduled meetings on September 4 and 11, October 9, and December 4, 2018; and
>
> WHEREAS, the City notified the Department of Commerce on June 11, 2018, and again on September 24, 2018, of its intent to revise its development regulations relating to land use review procedures;

Ex. 246 at 2. These public meetings each put up for debate the very framework any applicant for a major site plan or design review would follow. Finally, through Ordinance 2018-20, the City adopted its new land use procedures in December of 2018.

**D. The City Frequently Adopted And Modified Codes To the Extent That Staff Could Not Track What Was Required To Complete An Application.**

It was not until February 2019, nearly two months later, that the City's new land use procedures were even partially digested by staff, resulting in "a spreadsheet that the Planning Department is developing" to describe the process. Exs. 251 & 252. The result was a nine-step land use application



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2136

process, five steps of which had to be completed prior to submitting a land use application. *See id*. There are now five steps prior to any application for a major site plan to be capable of vesting to existing development regulations. *Id.* However, it took nearly two months to decipher and inform applicants about these facts. Ex. 251.

No immediate accommodation was given to applicants who were already in the middle of the application process, not even for pre-application conferences. City staff decided that prior meetings, such as Urban Bainbridge's, were for naught: "the Planning Manager is reviewing on a case-by-case basis whether a project is required to attend a conceptual meeting, the design guidance meeting and another pre-application conference." Ex. 253.

By way of example to show how ineffective the City's land use procedures had become, in February 2018, Urban Bainbridge requested a waiver so as not to start at the beginning with its application. Ex. 254 at 2. On March 7, 2019, the City indicated that it would waive the new requirements, including the initial "conceptual" meeting. *Id.* When Urban Bainbridge tried to reengage with the City Planner about the next steps in early June 2019, it was clear that even staff could not track the myriad changes to procedure. The Planner responded that "[t]he application process starts with a Conceptual Proposal Review meeting." Ex. 255. This was not corrected for weeks. Ex. 256.

It is not known how many other applications have been equally frustrated by this process, but the above communications also demonstrate how the City's moratoria knowingly frustrated the robust public participation process. While the City had apparently laid out a process for Urban Bainbridge to follow, the first step, submitting a package for the Design Review Board, still hung in the balance with forthcoming Design Guidelines.

**E. The City Knowingly Frustrated Applications for Design Review.**

Before the April 2019 expiration of the General Development Moratoria, the City Council met and enacted Ordinance 2019-10, extending the moratorium through October 3, 2019, indicating again that new Design Guidelines were not expected until July 2019. Ex. 9, Ord. 2019-10 at 3, 6. The City



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2

again declared there to be "no change to basis for declaration of emergency," despite there being no evidence of such an emergency other than the City's desire to change Code. *Id.* at 6. The City will declare that the General Development Moratoria had not applied to Urban Bainbridge's property since May 2, 2018, but the City continued to frustrate land use applications under the guise of the moratoria.

Urban Bainbridge submitted a Design Guidance package on August 30, 2019. *See* Exs. 10, 11 and 12. This package included the following elements required by the Administrative Manual: architectural site plan, floor plans, roof plans, exterior elevations for all buildings (16 pages), civil site plans, grading/drainage plans, utility plans, landscape plans, planting details, irrigation details, existing condition site plan, topographic survey, tree assessment report, boundary and tree survey, and a geologically hazardous area assessment. This was the product of months of work, based in part, on regulations that were "frequently adopted and subsequently modified by City Council." Urban Bainbridge had its long-awaited meeting with the Design Review Board on September 16, 2019. Exs. 11 and 12. The Design Review Board provided only oral comments to Urban Bainbridge's representative. *Id.*

On September 24, 2019, eight days later, the City adopted new Design Guidelines, with an effective date of October 2, 2019. Ex. 247, Ord. 2019-25. The City also extended the General Development Moratoria on that date, "in its current form for two months until December 3, 2019, and then in a more narrow form . . . until April 3, 2020." Ex. 13, Ord. 2019-26 at 7. The City again based this extension on an updated work plan that included potential changes to the "Conditional Use / Site Plan Decision Criteria" coming in November 2019. *See id.*, Exhibit A. The City maintained "no change to basis for declaration of emergency," despite the new work plan being limited to two items not addressed at the September 24 meeting. *Id.*

On November 12, 2019, over a month after the "effective date" of the new Design Guidelines, and nearly two months since Urban Bainbridge's Design Review Board meeting, the City sent an email informing applicants they had to start their design review process over and that they would have to



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2

essentially try their luck at compliance by guessing at one of four different formats as no decision had yet been made as to format.

> The design guidelines under which the project was reviewed have been replaced with new design standards / guidelines, and the project will go back to Design Review Board (DRB) again. . . .
>
> The DRB has not yet adopted a standard format for proponent response to the newly adopted regulations (e.g. a worksheet or template), but are in the process of reviewing four different formats (see attached). If you'd like to schedule DRB review prior to the DRB deciding on a standard format, please just do the best you can to respond to applicable standards / guidelines.

Ex. 258.

Determined to move forward, Urban Bainbridge submitted its Neighborhood Meeting Package, which included color rendered exhibits, a site plan, views and site sections from nearby Island School, site section and views from nearby Route 503, and exterior elevations of all sides of building 1. Exs. 22 and 252; *see also* Administrative Manual. Optimistic, Urban Bainbridge attended the neighborhood meeting on November 14, 2019. Exs. 20 and 21.

**F. The City Declares a Moratorium on Self-Service Storage Applications Because It Believed Urban Bainbridge's Application Constituted an Emergency.**

Some public sentiment by local influencers against Urban Bainbridge's proposal arose in November 2019, leading quickly to the City's declaration of a "public emergency" and the passage of a "six-month moratorium on the acceptance of building permit applications or land use applications for self-service storage facilities" in the Business/Industrial zone. Ex. 75, Ord. 2019-40. No emergency existed, and the public comments demonstrate that the only new information was public opposition to Urban Bainbridge's application.

The City's record lists the first "public comment" as coming in November 12, 2019. Ex. 17. Deborah Rudnick wrote to then-Councilmember Ron Peltier about the amount of vegetation proposed to be removed on the site. *Id.* Councilmember Peltier responded that, "*It's been on my radar for over a year* . . . it makes me sick to my stomach to know we could have prevented what's going to happen to the storage unit site." *Id.* (emphasis added). Clearly, Urban Bainbridge's proposal was not new



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2139

information to City Councilmembers. The only thing that changed was a neighborhood meeting that re-opened public opposition to the project, but public opposition does not necessitate an emergency.

One week after Urban Bainbridge held its public meeting before the Planning Commission, a Mr. Mac Martin wrote to City Council on November 21, 2019 stating his "STRONG opposition to the proposes Urban Bainbridge LLC development." Ex. 23 (emphasis in original). Mr. Martin stated his beliefs, "self-storage facilities are a blight on communities, which I have witnessed first-hand over the past decade" *Id.* Mr. Martin also proposed a "moratorium[] on self-storage facilities" and presented his arguments, which included the low number of employees required to operate them. The employment potential of self-service storage facilities became *the main point* justifying an emergency in the City's moratorium. *See* Ex. 75. But, Mr. Martin acknowledged that he opposed such facilities for "the past decade."

Councilmember Peltier responded to Mr. Martin that same day, stating, "I am totally in support of what you are proposing. Do you know others in the community who would support such an action?" Ex. 40. There was no emergency that Councilmember Peltier knew of other than Urban Bainbridge's pending application, and he needed Mr. Martin to whip up enough support to justify one, but the number of supporters does not dictate an emergency.

Councilmember Rasham Nassar also responded to Mr. Martin that same day, stating, "I have received numerous communications in opposition to this proposed self-storage facility." Ex. 35. There is no evidence of numerous communications prior to November 21, 2019 in the record before the Board. If there were, it would only bolster the fact that no emergency existed in November.

Not every member of the public who wrote to Council opposed the project. Mr. Robert Dashiell wrote to tell City Council that he did not believe a public emergency existed and further that declaring one amounted to "a flat out lie." Ex. 191. Mr. Dashiell saw exactly what Urban Bainbridge alleges in this Petition, "it's a current permitted use and this is a spot rejection of what has been in the pipeline for I believe a couple of years." *Id.*



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2140

At the City's November 26, 2019 regular meeting, a councilmember moved to add a self-service storage moratorium to the agenda. Ex. 74 at 1. The motion passed, and the Council then adopted the moratorium at this meeting. *Id.*; Ex. 75. The City Council justified the Ordinance by citing the limited amount of Business/Industrial land on the island and the limited number of job opportunities such storage facilities provide. *Id.* Not once did the City refer to any fact that had suddenly come to its attention. *Id.* The only new evidence was (1) one man suggested a moratorium to stop Urban Bainbridge's project, and (2) some members of the public agreed this was a good result.

Beth Morgan, owner of Urban Bainbridge, LLC and once resident of Bainbridge Island, submitted a comprehensive explanation of economic and employment factors concerning self-service storage facilities to City Council on January 14, 2020. Exs. 193, 194 and 196. Ms. Morgan provided the only substantive employment numbers the City considered in adopting Ordinance 2019-40. "Of the 2,185 business establishments identified in the 2015 Economic Profile, 1,345 of those companies were home-based businesses." Ex. 194 at 2 (citing Ex. 196.). Ms. Morgan pointed out that "[s]elf-service storage facilities support small businesses, and in smaller communities, those small businesses need small storage areas. Urban Storage finds that 25% of its storage facilities are leased by businesses and support local jobs." Ex. 194 at 2, 4. None of the public comments requesting the self-service storage facility moratorium rebutted these facts.

The City set a day public hearing on the new moratorium for January 14, 2020, 49 days after adopting Ordinance 2019-40. No apparent review or discussion of the effects of the moratorium occurred during the intervening time. While the City Council ultimately held a hearing on January 28, 2020 (delay due to weather), the hearing was perfunctory with no meaningful action ensuing. Ex. 79.

## III. ARGUMENT & AUTHORITY

Urban Bainbridge bears the burden to demonstrate Ordinance No. 2019-40 fails to comply with the Growth Management Act ("GMA"). RCW 36.70A.320(2). However, the City's discretion is limited by the goals and requirements of the GMA. *King County v. Central Puget Sound Growth Management*



JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2141

CITY OF BAINBRIDGE ISLAND

# Development Engineer Project Review

To: Nathan Schildmeyer, Planner

From: Peter Corelis, P.E., Development Engineer P.S.C.

Date: April 19th, 2016

Re: Bainbridge Self Storage Pre-Application

**Related Application Number:** **PLN50505 PRE**

**Project Description:**
The proposal is to develop a forested 4.79-acre lot zoned for light industrial with a multiple-structured self-storage facility providing approximately 65,800 square feet of gross floor area and adding 108,500 square feet of new impervious area. The development is adjacent to NE Day Road East and is partially within a designated school zone.

**Comments:**
I have completed a review of the above referenced project materials received by the City of Bainbridge Island (COBI) on April 5th and 13th, 2016. Please see the comments below for information on the proposed development.

1. A traffic study sufficient for the City engineer to perform a concurrency test shall be required per Chapter 15.40 of the Bainbridge Island Municipal Code (BIMC). Review of mini warehousing/self-storage developments in the Institute of Traffic Engineers (ITE) Trip Generation Manual, 7th Edition, indicates trip generation will exceed the threshold of 50 average daily trips (ADT) or 5 or more AM or PM peak-hour trips. [BIMC §15.40.060] Traffic data for the analysis shall be collected during the regular school year. The analysis shall be scoped and commissioned by the City. A request for the City to begin the process should accompany the land use application.
2. A preliminary estimate of transportation impact fees (TIFs) paid towards system-wide improvements for the development is based on the current fee rate of $424.44 per 1,000 square feet of gross floor area, equaling approximately $27,928.[15] and would be paid prior to issuance of a building permit [BIMC §15.30]. Fees are subject to change.
3. NE Day Road East fronting the property is classified as a secondary arterial roadway per the COBI Comprehensive Plan. Secondary arterial roadways require a total of 60 feet right-of-way per the City of Bainbridge Island Engineering Design and Construction Standards (DCS), "the Standards". The current right-of-way width fronting the property is 40 feet.

280 Madison Avenue North
Bainbridge Island, Washington 98110-1812
www.bainbridgewa.gov
206.842.7633

Right-of-way dedication along the frontage of 10 feet to the City would be required as a condition of development [BIMC §2.16.040(E)(4)(f)].

4. Consistent with the City of Bainbridge Island's Non-Motorized Transportation Plan (NMTP), as incorporated by reference into the Comprehensive Plan, and the Standards for a secondary arterial roadway, bike facility and shoulder improvements fronting the project shall be constructed as part of the project, which requires 5 feet of paved shoulder with 3 feet of compacted gravel shoulder, as a condition of development. [BIMC §2.16.040(E)(4)(c) & -(f), §2.16.040(2) & -(7)]. If frontage improvements constructed as part of this project are on the transportation impact fee list of projects, a credit may be claimed against TIFs owed.
5. Electric utilities lines shall preferably be installed underground [DCS 10-01(A)]. Utility trenches transverse to existing roadways and alignments are discouraged. It will not be permitted unless alternatives such as boring or jacking are not feasible [DCS 10-02(B)].
6. A 10-foot no above ground utility zone extends from the fog line towards the shoulder. All above ground utility poles shall be clear of this zone [DCS DWG. 7-020]. Relocation of existing utility poles may be necessary to achieve this safety standard.
7. Commercial development is limited to one (1) two-way driveway access point to the City's ROW, or, two (2) one-way driveway access points, per 500 feet of frontage. Eliminate one of the two access points or narrow and designate them as one-way.
8. The access spacing presented in the site plan does not conform to the spacing required by the Standards (Std. DWG. 6-010) equal to 125 feet minimum offset from access points opposite the road. Use of the easternmost proposed access must be moved west to be directly across from the existing access driveway on the north side of NE Day Road East, or, else it must be eliminated.
9. One-way access points shall be a minimum of 20- to 22 feet wide. Two-way access points shall be a minimum of 30 feet wide, both not including turning radii.
10. The internal circulation plan shows an inside turning radius of 25 feet. The addition of safety bollards, if planned to be used, will reduce the turning radius. Show the reduced turning radius where bollards will be employed. Note: a Single-Unit Truck (SU-30), 30 feet in length with one rear axle, has an inside turning radius of 28.4 ft. [AASHTO Green Book]
11. The project proposes more than 5,000 square feet of pollutant generating impervious surface (PGIS) and more than 10,000 square feet of effective impervious surface. The land use application submittal shall demonstrate how the project complies with BIMC Chapter 15.20, Surface and Stormwater Management. Minimum requirements 1 through 10 of the adopted stormwater management manual, "the Manual", shall apply [BIMC 2.16.040(E)(4)(a)].
12. Minimum Requirement No. 5 – On-Site Stormwater BMPs requires the project employ Low Impact Development (LID) Best Management Practices (BMPs) to the extent feasible prior to sizing a stormwater detention facility. Show what LID BMPs are planned to handle stormwater. LID BMPs that would reduce the stormwater pond sizing include permeable pavements and infiltration, rain gardens, preserving vegetation beyond what is required of buffers, vegetated roofs, etc.

13. For applications in the B/I zoning district, the site plan and development proposal shall include means to integrate and re-use on-site storm water as site amenities [BIMC §2.16.040(E)(12)].
14. The conceptual stormwater design shall follow the "Treatment Facility Selection Process" outlined in the Manual to provide water quality treatment of the effective pollutant generating impervious surfaces. A determination of whether infiltration to remove pollutants is practical must be provided based on an analysis of site soils according to the Soil Suitability Criteria (SSC) in the Manual.
15. An off-site analysis shall be performed consistent with BIMC §15.20.060(H) to assess the potential impacts to the storm conveyance from the development to determine if there is capacity problems, erosion issues, water quality concerns, localized flooding, etc.
16. The proposed action(s), phased or concurrent, in their totality would result in more than one (1) acre of earth disturbance on the site and drain to waters of the State. A Construction Stormwater General Permit shall be obtained from the Washington State Department of Ecology and the site shall be monitored for discharge of pollutants and sediment to the wetlands and stream for the duration of the project. No land clearing or construction permits shall be issued prior to obtaining the State permit.

Please note that information provided in this letter reflects existing codes and standards, currently available information about the site and environs. Comments provided pursuant to preapplication review shall not be construed to relieve the applicant of conformance with all applicable fees, codes, policies, and standards in effect at the time of complete land use permit application. The comments on this proposal do not represent or guarantee approval of any project or permit. While we have attempted to cover as many of the Planning, Engineering, Building and Fire related aspects of your proposal as possible during this preliminary review, subsequent review of your land use permit application may reveal issues not identified during the is initial review.

CITY OF BAINBRIDGE ISLAND

April 25, 2016

**Jeff Ko (applicant)**
**Jackson/Main Architecture**
311 1st Ave. S.
Seattle WA, 98104

Re: File no. PLN50505
Bainbridge Island Self-Storage Project

Dear Applicant,

Thank you for meeting with technical staff to discuss the regulations governing a proposal for a commercial self-storage facility at a currently undeveloped lot along Day Road (parcel no. 102502-2-024-2001). Besides providing a summary of the discussion and providing answers to some of the questions raised at the meeting, I am also attaching some supplementary informational materials to this letter including a pre-application checklist, revised comments from the City's development engineer, Peter Corelis, a copy of the review memo from Assistant Chief Fire Marshal Luke Carpenter, a copy of Ordinance 2016-01 regarding tree retention and landscaping, design guidelines pertinent to Business/Industrial zoning development, and a copy of BIMC 2.16.040 regarding site plan and design review.

The proposed development for a self-storage facility requires a site plan and design review permit, as well as review under the State Environmental Policy Act (SEPA).

As part of our conversation, we discussed the tree retention requirements for the 50' perimeter buffer. These are the tree and landscaping regulations that were recently updated by the City Council, and adopted as ord. 2016-01. These regulations require that all existing vegetation within these areas be retained to provide vegetative screening between this lot and the neighboring lots and roadways. Any areas of the 50' buffer that do not currently meet the "Full Screen" standard (BIMC 18.15.010.D.4) will need to be vegetated to that standard. A consulting arborist will be required to help you develop a plan for vegetation retention, protection during construction, valuation of retained trees, and any modifications to requirements as required by BIMC 18.15.010 and the Administrative Manual. This plan will have to incorporate all required elements for a landscaping plan as articulated in our Administrative Manual, in order to be deemed complete and acceptable for submission. As I stressed during the meeting, the new regulations include a strict section dealing with "Enforcement and Penalties" (section

280 Madison Avenue North
Bainbridge Island, Washington 98110-1812
www.bainbridgewa.gov
206.842.7633

CITY OF BAINBRIDGE ISLAND

18.15.010.C.3), so it will be important to develop a clear and realistic plan for retention of what vegetation can be retained, and a clear idea of what vegetation is likely to become hazardous after development is underway that will need to be replaced.

Another topic of conversation was allowed signage. A sign permit is required for installation of a sign, and the sign must conform to the standards of BIMC 15.08. Though no specific sign design was presented at the meeting, we discussed a freestanding, commercial use sign. Section 15.08.080 General Regulations includes limits on Illumination Standards (BIMC 15.08.080.C) which we did discuss briefly, along with Placement Standards (see BIMC 15.08.080.D & F). Section 15.08.090.B regulates "Freestanding Signs," while the regulations for sandwich board signs (which also came up as an idea for a way-finding sign for the business) are in BIMC 15.08.090.E.

You asked some questions at the meeting regarding the review by the Fire Department for compliance with the applicable Fire codes. The Fire Marshal determined the drive aisles as shown on the preliminary site plan relating to fire apparatus access are acceptable, and confirmed that sprinkler systems for the proposed buildings are required. Fire flow of not less than 1500 gpm is required for this project, and hydrants shall be installed per Code.

Another question that arose during our conversation was regarding screening for a trash area. Trash dumpsters or any outdoor equipment must be screened from view in an "architecturally consistent" way. Trash and recycling containers must be located to mitigate noise impacts on neighboring properties.

The issue of location of a drainfield for an on-site sewage system also came up, since it was pointed out that none was included on the site plan provided. ADA-compliant restroom facilities must be provided as a part of this project. A septic field must be located outside of the required 50' buffer area. The municipal code makes no allowance for locating that type of structure in a required buffer.

The practical timeline for review of the permit application will depend in large part on the results of the public involvement process, and the involvement of the Design Review Board, public meetings, and the Planning Commission could add to the actual project timeline. The immediate next steps that will be required in order to proceed will be a pre-application conference in which you provide all materials required to present to the Design Review Board and pre-application conferences generally, as detailed in the City's Administrative Manual. The application timeframes for review included as part of the municipal code are 28 days from date

280 Madison Avenue North
Bainbridge Island, Washington 98110-1812
www.bainbridgewa.gov
206.842.7633

CITY OF
BAINBRIDGE
ISLAND

of application to declare an application complete (BIMC 2.16.020.K.4), and 120 days from complete application to issue a decision (BIMC 2.16.020.J.1).

Please note that information provided at the pre-application conference and in this letter reflects existing codes and standards, currently available information about the site and environs, and the level of detail provided in the pre-application conference submittal. Comments provided pursuant to pre-application review shall not be construed to relieve the applicant of conformance with all applicable fees, codes, policies, and standards in effect at the time of complete land use permit application. The comments on this proposal do not represent or guarantee approval of any project or permit. While we have attempted to cover as many of the Planning, Engineering, Building and Fire related aspects of your proposal as possible during this preliminary review, subsequent review of your land use permit application may reveal issues not identified during the is initial review. If the city's pre-application review indicates that the City intends to recommend or impose one or more conditions of permit approval, and if the applicant objects to any of said conditions, the applicant is hereby requested and advised to provide written notice to the City of which conditions the applicant objects to and the reasons for the applicant's objections.

If you have any questions, please call me at 780-3760.

Sincerely,

Nate Schildmeyer

City Planner

cc. File

280 Madison Avenue North
Bainbridge Island, Washington 98110-1812
www.bainbridgewa.gov
206.842.7633

CITY OF BAINBRIDGE ISLAND

November 6, 2018

Magellan Architects
Attn: Brian Thaete
8383 158th Avenue NE
Redmond, WA 98052

Re: Preapplication Conference Summary: Urban Storage PLN50505A PRE

Dear Mr. Thaete,

Thank you for meeting with City staff on October 2nd to discuss the proposed development. This summary letter reflects the information and level of detail provided for the conference, existing codes and standards, and generally available information about the site and environs. A summary of the conference discussion, City staff review, and applicable outside agency review follows, along with submittal requirements for project application review.

The site is located in the Business / Industrial district, and self-service storage, defined as an establishment containing separate storage spaces that are leased or rented as individual units for the storage of household or business goods, is a permitted use in the district. The facility may contain manager living quarters and an office. The project requires Site Plan and Design Review approval and is subject to State Environmental Policy Act (SEPA) review.

The Island-wide Transportation Plan (IWTP) includes the Sound-to-Olympics trail, a project which will provide a separated shared-use pathway along State Route 305. At this time, there is no improvement requirement identified in the IWTP associated with development of the property.

Please note that significant changes to development regulations, particularly those involving vegetation retention and subdivisions, are of late frequently adopted and subsequently modified by City Council. Examples include:

- City Council has enacted a moratorium on certain development applications. The City is unable to accept application for land use permit at this time. Information may be found on the City Website at https://www.bainbridgewa.gov/968/Six-Month-Temporary-Building-Moratorium
- Development is subject to tree/vegetation retention requirements outside those contained in the development standards and guidelines (BIMC 18.15), such as Landmark Tree Ordinance 2018-25 and subsequent modifications.

The following suggestions may enhance the project with respect to applicable City plans, goals, policies, and guidelines:

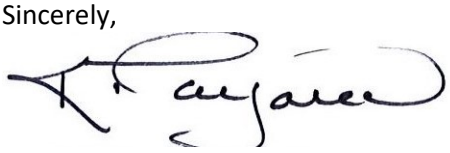
- The property is not served by public sewer, and the proposed development does not depict septic facilities. I strongly encourage you to obtain Kitsap Public Health District review of a development proposal at this time.
- Height is measured to the mid-point of the highest gable (BIMC 18.12.050)

- The property is encumbered by slopes of 15 – 39% which are potentially geologically hazardous areas. A geotechnical report must be provided that includes a determination as to whether there are geologically hazardous areas, as defined in the Municipal Code. If the property is encumbered by geologically hazardous areas, a Geological Hazards Assessment / Critical Areas Report is required, and the proposal must demonstrate that development standards are met, including slope stability and factors of safety.
- Explore the feasibility of sharing a driveway with the property to the west (8355 Day Road).
- The proposed parking lot does not appear to meet stall depth requirements and it appears that there is insufficient room for the eastern-most vehicles to maneuver (BIMC Table 18.15.020-3). Small car spaces may total no more than 30 percent of the required number of parking spaces.
- Parking lot landscaping is required.
- Design Guidelines require, whenever possible, a one-way loop within the site with a narrow roadway. Entrance drive width should be narrowed and the driveway curved immediately inside the entrance in order to minimize view of the facility.
- Design Review Board (DRB) review and a Public Participation Meeting are required prior to land use permit application. Please contact me to schedule the meetings, and please submit the additional preapplication materials identified in the Administrative Manual two weeks prior to the meetings.

Please note that information provided at the pre-application conference and in this letter reflects existing codes and standards, currently available information about the site and environs, and the level of detail provided in the pre-application conference submittal. Comments provided pursuant to pre-application review shall not be construed to relieve the applicant of conformance with all applicable fees, codes, policies, and standards in effect at the time of complete land use permit application. The comments on this proposal do not represent or guarantee approval of any project or permit. While we have attempted to cover as many of the Planning, Engineering, Building and Fire related aspects of your proposal as possible during this preliminary review, subsequent review of your land use permit application may reveal issues not identified during the is initial review. If the city's pre-application review indicates that the City intends to recommend or impose one or more conditions of permit approval, and if the applicant objects to any of said conditions, the applicant is hereby requested and advised to provide written notice to the City of which conditions the applicant objects to and the reasons for the applicant's objections.

Please do not hesitate to contact me at ktayara@bainbridgewa.gov or 206.780.3787 if you have any questions.

Sincerely,



Kelly Tayara, Senior Planner

cc: Urban Bainbridge LLC / Travis Ameche

Magellan Architects / Dirk McCulloch

## *General Information*

**Pre-Application Conference Date:** September 11, 2018

**Project Name and Number:** Urban Storage – Day Road PLN50505A PRE

**Project Description:** 69,800 square feet storage facility with three buildings

**Project Address:** 8400 NE Day Road

**Tax Parcel Number(s):** 102502-2-024-2001

**Lot Size:** 4.79 acres

**Zoning/Comp Plan Designation:** Business / Industrial

**City Project Manager:** Kelly Tayara, Senior Planner ktayara@bainbridgewa.gov 206.780.3787

## *Land Use Review Process*

### Required Land Use Application / Review

To ensure appointment availability, please contact the Planning Technician six weeks prior to the desired application submittal appointment at 206.780.3770. Please ensure that all submittal requirements are met to avoid delay in the application submittal process. Electronic copies of all required documents must be provided with application. Permit fees are due at submittal.

### Permit Fees for Required Applications / Review

| | |
|---|---|
| Preapplication Conference / Review | $ up to 1,500.00 |
| Public Participation Meeting (Res 2010-32) (see of preapp fee) | 250.00 |
| Design Review Board preapplication review (see preapp fee) | 250.00 |
| Site Assessment Review | 400.00 |
| Site Plan and Design Review / Major BIMC 2.16.040 | 8,586.00 |
| Kitsap Public Health District (Review Deposit) | 130.00 |

Required plans, studies, reports, and any other requirements for application submittal:

- Standard application submittal requirements Administrative Manual for Land Use Permits
- Master Land Use Application
- Required plans, studies, reports, and any other requirements for application submittal:
  - Public Participation meeting summary
  - Design Review Board meeting minutes
  - Traffic Analysis
  - Drainage report
  - Geotechnical report

**Application Review Process / Timeline**

- Land use review procedures and processing timeframes are found in BIMC 2.16
- Public Notice Requirements for Land Use Applications BIMC 2.16.020.K
  - Within 28 days after receiving a land use permit application, the Department will deem the application complete or incomplete.
  - Within 14 days of complete application, the Department shall publish a Notice of Application and SEPA comment period, as applicable.
- The Site Plan and Design Review permit process includes Design Review Board recommendation, Planning Commission recommendation and Planning Director decision.

***Bainbridge Island Municipal Code Requirements***

**Critical Areas BIMC 16.20**

The property contains potential geologically hazardous areas (slopes 15 – 39%). The geotechnical report must include a determination as to whether geologically hazardous areas, as defined in the Municipal Code, or their buffers, impact the site.

**Dimensional Standards BIMC 18.12**

- BIMC Table 18.12.020-3
  - Lot Coverage 35% of the Lot Area, as defined in the Rules of Measurement
  - Setbacks
    - Front lot line 50 feet (Day Road and SR 305)
    - Side lot line 50 feet (where abutting a residentially-zoned property)
- Building Height 35 feet maximum
- Modifications to required setbacks and height BIMC 18.12.040
- Rules of Measurement BIMC 18.12.050

**Development Standards and Guidelines BIMC 18.15**

- **Landscaping, Screening and Tree Retention, Protection and Replacement BIMC 18.15.010**
  - Protection During Construction BIMC 18.15.010.C.4
  - Perimeter Buffering and Screening BIMC 18.15.010.D
    - To non-B/I properties: 50 feet / Full-screen planting standard (south, east and west)
    - Trees in perimeter buffers shall be retained and protected unless an applicant can demonstrate that the trees will be compromised after the development is complete, and would likely become hazardous
  - Street Frontage Landscaping BIMC 18.15.010.E
    - Collector: 50 foot / Full screen
    - SR 305: 50 foot / Full screen
  - Parking Lot Landscaping BIMC 18.15.010.F
  - Total Site Tree Unit Requirements BIMC 18.15.010.G
    - N/A
  - Screening of Certain Facilities.
    - Trash dumpsters or any outdoor equipment, whether on roof or side of a structure, or on the ground, shall be screened from view. Screening shall be architecturally consistent with the adjacent structure in terms of materials. Mechanical equipment should be located below the highest vertical element of the building.
    - Trash and recycling containers shall be located to mitigate noise impacts to nearby residential properties.

- **Parking and Loading BIMC 18.15.020**
  - Number of Automobile Spaces Required BIMC 18.15.020.C Table 18.15.020-1
    - One space for each employee plus one space for each 250 square feet of office space.
  - Location of Spaces BIMC 18.15.020.D
    - Parking is encouraged to be located behind, under or to the side of buildings.
  - Additional Provisions for the B/I Districts.
    - On-street parking or staging of trucks on public streets is prohibited.
    - No new curb cuts shall be allowed onto public streets if it is possible for a development to share an access drive with an existing facility.
    - Internal circulation shall be designed for safety and efficiency by reducing conflicts between vehicular and pedestrian traffic, combining circulation and access areas where possible, providing adequate truck maneuvering, stacking, and loading areas and accommodating emergency vehicle access.
    - Where a residential unit for security is constructed in the B/I zone district, one parking space shall be provided.
  - Parking Space Design Standards BIMC Table 18.15.020-3
    - Small car spaces may total no more than 30 percent of the required number.

- **Mobility and Access BIMC 18.15.030**
  - Landscaped islands with raised curbs shall be used to define entrances from public rights-of-way, define pedestrian walkways from the public rights-of-way to all buildings, define ends of parking aisles and indicate the pattern of circulation.
  - A minimum of four bicycle spaces shall be provided for each parking lot, except that a reduction or waiver may be granted based on: (a) the population to be served by the proposed use and the likelihood of demand for the bicycle facilities by that population, (b) the provision of alternative on-site area available for bicycle storage or security, or (c) the operational characteristics of a proposed use and their effect on the likelihood or suitability of bicycle use.

- **Outdoor Lighting BIMC 18.15.040**

**BIMC 18.18.030 – Design Standards and Guidelines**

Applicable Design Guidelines and Checklists are 1) Guidelines for Commercial and Mixed Use Projects and 2) Design Guidelines for Light Manufacturing

See also the Sign Code for regulations about signage.

**BIMC 18.24 – Historic Preservation**

N/A

***Department/Agency Comments***

**Public Works Department:**

Development Engineer Paul Nylund provided the attached written comments and he can be reached at 206.780.3783 or pnylund@bainbridgewa.gov

**Bainbridge Island Fire District Comment:**

Fire Marshal Jared Moravec provided the attached comment and can be reached at 206.842.7686 or jmoravec@bifd.org

CITY OF BAINBRIDGE ISLAND

**Department of Public Works - Engineering**

# Memorandum

Date: November 1, 2018

To: Kelly Tayara, Planner, Planning and Community Development

From: Paul Nylund, E.I.T., Development Engineer, Public Works

Subject: PLN50505A PRE – Urban Bainbridge Self-Storage

**Background:**
Following the Pre-Application conference held on 02 October 2018, I have completed a review of the subject project materials submitted to COBI include previous comments made at the original Pre-App conference held in April of 2016. The following comments are provided for inclusion in or attachment to the pre-application summary letter generated by Planning and Community Development. The review includes Low Impact Development (LID) and the applicant's Site Assessment Review application. A copy of this memorandum will be provided to applicant via separate correspondence in lieu of a dedicated Site Assessment Review (SAR) Letter.

**Brief Project Description:**
The proposal is to develop a forested 4.79-acre lot zoned for business/industrial with a multiple-structured self-storage facility providing approximately 65,800 square feet of gross floor area and adding 108,500 square feet of new impervious area (53600 roof, 54900 other hard surfaces). The development is located on the south side of Day Road East, between a commercial property and a private school, and the SW corner of the property is adjacent to State Highway 305.

**Comments:**

**A. Roadway/Traffic**

1. A traffic study sufficient for the City engineer to perform a concurrency test shall be required per Chapter 15.40 of the Bainbridge Island Municipal Code (BIMC). Review of mini warehousing/self-storage developments in the Institute of Traffic Engineers (ITE) Trip Generation Manual, 7th Edition, indicates trip generation will exceed the threshold of 50 average daily trips (ADT) or 5 or more AM or PM peak-hour trips. [BIMC §15.40.060] Traffic data for the analysis shall be collected during the regular school year.
    a) Select a consultant to perform the traffic impact analysis (TIA) and submit the proposed scope of work for review by COBI engineering prior to executing the analysis.
2. NE Day Road East fronting the property is classified as a secondary arterial roadway per the COBI Comprehensive Plan. Secondary arterial roadways require a total of 60 feet right-of-way per the City of Bainbridge Island Engineering Design and Construction Standards (DCS), "the Standards". The current right-of-way width fronting the property is 40 feet. Right-of-way

dedication along the frontage of 10 feet to the City, as shown in the submittal, would be required as a condition of development [BIMC §2.16.040(E)(4)(f)].

3. Consistent with the City of Bainbridge Island's Non-Motorized Transportation Plan (NMTP), as incorporated by reference into the Comprehensive Plan, and the Standards for a secondary arterial roadway (DWG 7-020), bike facility and shoulder improvements fronting the project requiring 6 feet of paved shoulder with 3 feet of compacted gravel safety shoulder shall be required as a condition of development. [BIMC §2.16.040(E)(2), -(E)(4)(c) & -(f), -(7)]. If frontage improvements constructed as part of this project are on the transportation impact fee list of projects at time of building permit issuance, a credit may be claimed against TIFs owed.
4. A 10-foot no above ground utility zone extends from the fog line towards the shoulder. All above ground utility poles shall be clear of this zone [DCS DWG. 7-020]. Relocation of existing utility poles may be necessary to achieve this safety standard.
5. Electric utilities lines shall preferably be installed underground [DCS 10-01(A)]. Utility trenches transverse to existing roadways and alignments are discouraged and will not be permitted unless alternatives such as boring or jacking are not feasible [DCS 10-02(B)].
6. The access spacing shall conform to the spacing requirements indicated in DCS Std. DWG. 6-010. Two-way access points shall be a minimum of 30' wide, not including turning radii.

**B. Stormwater**

7. Information submitted with the pre-application indicates <u>new</u> plus <u>replaced</u> impervious surface for the project exceeds more than 5,000 square feet of pollutant generating impervious surface (PGIS) and more than 10,000 square feet of effective impervious surface. The land use application submittal shall demonstrate how the project complies with BIMC Chapter 15.20, Surface and Stormwater Management. Minimum requirements 1 through 10 (MR#1-10) of the adopted stormwater management manual, "the Manual", shall apply [BIMC 2.16.040(E)(4)(a)].
8. The conceptual stormwater design shall follow the "Treatment Facility Selection Process" outlined in the Manual to provide water quality treatment of the effective pollutant generating impervious surfaces. A determination of whether infiltration to remove pollutants is practical must be provided based on site soils analysis per the Soil Suitability Criteria (SSC) in the Manual.
9. An off-site analysis shall be performed consistent with BIMC §15.20.060(A)(5) to assess the potential impacts to the storm conveyance from the development to determine if there are concerns with capacity, erosion issues, water quality threats, localized flooding, etc.

**C. LID/SAR Recommendations**

10. Compliance with MR#2 *Develop a Construction Erosion Control Plan* requires submittal and approval of a Stormwater Pollution Prevention Plan (SWPPP), also called an Erosion Control Plan. The SWPPP applies to all land-disturbing activities and temporary impacts associated with the project. A well followed SWPPP with established clearing and disturbance limits and clearly thought out phasing helps to minimize unnecessary destruction of healthy soils during the construction process.
    a) Ensure SWPPP includes element 13, ***Protect Low Impact Development BMPs,*** as applicable.
11. Temporary construction entrances and access roads shall be constructed of inert materials. Recycled concrete is strictly prohibited.
12. Retaining or planting trees within 20 feet of hard surfaces is recommended to reduce peak stormwater runoff amounts.
13. Hardscaping should be constructed of permeable materials or contain wide permeable jointing where feasible to allow infiltration or shallow subsurface filtration of surface stormwater.

14. MR#4 *Preservation of Natural Drainage Systems and Outfalls.* Natural drainage patterns are anticipated to continue to occur at the natural location to the max extent practicable as a result of this project. The manner by which any runoff is discharged from the project site shall not cause a significant adverse impact to downstream receiving waters and downgradient properties.
    a) The bypass of off site run on originating from adjacent parcel (Island School) was discussed during pre-app and the proposed conveyance system is preliminarily deemed to be adequate when properly documented in the stormwater site plan and narrative.
    b) Overflow surface stormwater not adequately treated on-site via the BMP's in MR #5 – *On-Site Stormwater Management*, must still be safely discharged through the site. In accordance with this requirement, where no natural channel is defined moderate shaping and grading to any existing drainage swale may be accomplished if existing drainage patterns are maintained.
15. On June 26, 2018, the COBI City Council adopted a Landmark Tree Preservation Ordinance (2018-25), amended on 14 August, that will protect certain trees that, because of their age, size, and condition, are recognized as having exceptional value in contributing to the character of the community. Under this new regulation, a Landmark Tree cannot be removed without approval from the City Council, and violators will be subject to civil penalties, including a $25,000 penalty. The City Council adopted this ordinance on an emergency basis, meaning it is effective immediately (i.e., effective as of 26 June 2018). Anyone who wishes to remove a Landmark Tree must apply for Removal of a Landmark Tree to the Planning Director who will render a decision on the application.

**D. Site Utilities**

16. Project occurs outside of COBI sewer and water service areas. Project shall comply with standards and requirements of the respective utility purveyor or the authority having jurisdiction.

**E. Permitting**

17. The proposed action(s), phased or concurrent, in their totality would result in more than one (1) acre of earth disturbance on the site. A Construction Stormwater General Permit shall be obtained from the Washington State Department of Ecology and the site shall be monitored for discharge of pollutants and sediment to the wetlands for the duration of the project. No land clearing or construction permits shall be issued prior to obtaining the State permit.
18. Proposed frontage/road approach work adjacent to Day Road East and in the Right of Way (ROW) shall require a separate application for a Right of Way permit with Public Works Department concurrent with the land use/building permit. ROW work valued at greater than $15000 requires performance assurance via an instrument acceptable to the City (typically a Bond or Assignment of Account).

*Please note that information provided in this letter reflects existing codes and standards, currently available information about the site and the nature of the immediate environs. Comments provided pursuant to preapplication review shall not be construed to relieve the applicant of conformance with all applicable fees, codes, policies, and standards in effect at the time of complete land use permit application. The comments on this proposal do not represent or guarantee approval of any project or permit. While covering as many of the Planning, Engineering, Building and Fire related aspects of your proposal as possible during this preliminary review, please be advised that subsequent review of your land use permit application may reveal issues not identified during this initial review.*

BAINBRIDGE ISLAND FIRE DEPARTMENT

# MEMO

**Date:** October 4, 2018

**To:** Annie Hillier, Planning Department

**From:** Eric Dieffenbach, Deputy Fire Marshal

**Re:** Urban Storage PRE PLN50505A PRE

The submittal has been reviewed resulting in the following comments:

1. Comments on City of Bainbridge Island on 4/25/16 still apply

# Bainbridge Island Fire Department

# Memo

April 14, 2016

TO: Josh Machen, Planning Department

FR: Assistant Chief Luke Carpenter, Fire Marshal

RE: Bainbridge Self Storage PLN50505

The submittal has been reviewed resulting in the following comments:

1. The project shall comply with all applicable provisions of the adopted Fire Code and;

2. Fire flow is required for this project. Fire flow shall be not less than 1500 gpm. Hydrant(s) shall be installed as per the adopted Code.

3. The proposed buildings will require a fire sprinkler system.

4. Fire apparatus access appears acceptable at this time.

**projects@magellanarchitects.com**

**From:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Sent:** Tuesday, February 05, 2019 3:10 PM
**To:** Dirk McCulloch
**Subject:** Bainbridge Self Storage
**Attachments:** Land Use Review Process Table 013019.xlsx

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Hello Dirk,
I received your voice mail about next steps. The City recently adopted changes to the land use process Ordinance 2018-20.

I've attached a spreadsheet that the Planning Department is developing which outlines the process for a major Site Plan and Design Review permit. The application process starts with a Conceptual Proposal Review meeting, followed by a Design Guidance Review meeting; both meetings are with the Design Review Board (DRB).

Submittal requirements for the meetings are contained in the Administrative Manual. No documents or files are submitted to the Planning Department for these meetings; the information is provided at the meeting by the applicant.

Due to the snow day yesterday, the DRB scheduled a special meeting on Wednesday, 2/20, and there is room for the 30 minute Conceptual meeting on the schedule so I earmarked it for you. The meetings are generally held from 2 – 5 pm, and the agenda hasn't been posted yet. The regular DRB meetings are the 1st and 3rd Monday of each month from 2-5.

Please let me know if you'd like to keep the appointment, if you have a time you'd prefer, and if you have any other questions.

Thank you,

CITY OF BAINBRIDGE ISLAND
KELLY TAYARA
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

| | |
|---|---|
| **From:** | Kelly Tayara |
| **Sent:** | Wednesday, February 20, 2019 7:35 AM PST |
| **To:** | Dirk McCulloch |
| **Subject:** | RE: Bainbridge Self Storage |

Hello,
As the process has changed, the Planning Manager is reviewing on a case-by-case basis whether a project is required to attend a conceptual meeting, the design guidance meeting and another preapplication conference. The process should start with sending a request to waive the conceptual meeting. Thus far, she has granted waivers for the conceptual meetings if a project went through preapplication conference before the new process was adopted.

CITY OF BAINBRIDGE ISLAND
**Kelly Tayara**
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**From:** Dirk McCulloch <dirk@magellanarchitects.com>
**Sent:** Tuesday, February 19, 2019 1:44 PM
**To:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Subject:** RE: Bainbridge Self Storage

Hello Kelly,

Reading through again that matrix/spreadsheet that you provided previously about the Land Use Review Process I want to be sure that I understand.

You indicated that we should prepare to go to a 'Design Guidance Meeting' (Step 2) before engaging the rest of the process. I recognize that some processes have evolved and changed since this project was initiated with the City but I want to make sure we're not going backwards in the process if it's not necessary. My understanding is that this project has already gone through a ***Preapplication Conference*** (Step 4) (hence the Preapplication Summary notes dated November 6, 2018, ref. PLN5050A PRE).

Do we really need to go back to Step 2 for additional guidance or is there a way to move forward with feedback provided in the Preapplication Summary Notes and with some additional coordination with staff with respect to how best to address the landmark trees noted on the site (per my previous email) into the Public Participation Meeting (Step 5) and subsequent steps?

Thanks for clarification on this – I just want to be sure that I'm advising our client in the correct direction.

Cheers,

**Dirk McCulloch |** Senior Project Manager

Magellan ARCHITECTS

8383 158TH Ave NE, Suite 280
Redmond, WA 98052
(425) 885-4300 office
(206) 617-3716 mobile
www.magellanarchitects.com

Think before printing - *keep the planet* ***VERDE***

---

**From:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Sent:** Tuesday, February 19, 2019 10:26 AM
**To:** Dirk McCulloch <dirk@magellanarchitects.com>
**Subject:** RE: Bainbridge Self Storage

Will do, thank you.

---

**From:** Dirk McCulloch <dirk@magellanarchitects.com>
**Sent:** Tuesday, February 19, 2019 10:25 AM
**To:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Subject:** RE: Bainbridge Self Storage

Hey Kelly,

Sorry – this was not on my calendar and I have a conflict tomorrow so please remove us from tomorrow's agenda.
I'll coordinate with the client/developer and get back with you to get back on the DRB/Design Guidance docket for a future meeting.

Thank you.

Cheers,

**Dirk McCulloch |** Senior Project Manager

Magellan ARCHITECTS

8383 158TH Ave NE, Suite 280
Redmond, WA 98052
(425) 885-4300 office
(206) 617-3716 mobile
www.magellanarchitects.com

Think before printing - *keep the planet* ***VERDE***

---

**From:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Sent:** Tuesday, February 19, 2019 10:16 AM
**To:** Dirk McCulloch <dirk@magellanarchitects.com>
**Subject:** Re: Bainbridge Self Storage

Hello,
The project is tentatively scheduled to go before the Design Review Board for Design Guidance meeting at 4:25 pm tomorrow, February 20. Please let me know if you would like to keep the spot, as there is one project scheduled to be reviewed after yours on the agenda.

Thank you,
Kelly

CITY OF BAINBRIDGE ISLAND
**Kelly Tayara**
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

---

**From:** Kelly Tayara
**Sent:** Tuesday, February 5, 2019 3:10 PM
**To:** dirk@magellanarchitects.com
**Subject:** Bainbridge Self Storage

Hello Dirk,
I received your voice mail about next steps. The City recently adopted changes to the land use process Ordinance 2018-20.

I've attached a spreadsheet that the Planning Department is developing which outlines the process for a major Site Plan and Design Review permit. The application process starts with a Conceptual Proposal Review meeting, followed by a Design Guidance Review meeting; both meetings are with the Design Review Board (DRB).

Submittal requirements for the meetings are contained in the Administrative Manual. No documents or files are submitted to the Planning Department for these meetings; the information is provided at the meeting by the applicant.

Due to the snow day yesterday, the DRB scheduled a special meeting on Wednesday, 2/20, and there is room for the 30 minute Conceptual meeting on the schedule so I earmarked it for you. The meetings are generally held from 2 – 5 pm, and the agenda hasn't been posted yet. The regular DRB meetings are the 1st and 3rd Monday of each month from 2-5.

Please let me know if you'd like to keep the appointment, if you have a time you'd prefer, and if you have any other questions.

Thank you,

CITY OF BAINBRIDGE ISLAND
**Kelly Tayara**
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**From:** Kelly Tayara
**Sent:** Monday, June 3, 2019 11:51 AM PDT
**To:** Chris Finch
**Subject:** RE: Urban Storage Design Guidance Review Meeting Schedule

Hello Dirk,
The application process starts with a Conceptual Proposal Review meeting, followed by a Design Guidance Review meeting; both meetings are with the Design Review Board (DRB).

Submittal requirements for the meetings are contained in the Administrative Manual. Please submit the Conceptual Meeting documents in a packet via email to me, and once I've deemed the packet complete, I will schedule the meeting. The DRB meetings are the 1st and 3rd Monday of each month from 2-5.

Thank you,

CITY OF BAINBRIDGE ISLAND
**Kelly Tayara**
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**Planning and Community Development new service hours start June 3, 2019:**

- Walk-in customers: 8 a.m. - 12 p.m. Monday-Friday
- Appointments: 8 a.m. – 3 p.m. Monday-Friday

Appointments may be scheduled here: Planning and Building Submittal Appointment Calendar

**From:** Chris Finch <chrisf@magellanarchitects.com>
**Sent:** Monday, June 3, 2019 10:57 AM
**To:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Subject:** Urban Storage Design Guidance Review Meeting Schedule

Hi Kelly,
I work with Dirk McCulloch here at Magellan on the above project. You completed a preapplication conference for this project (PLN50505A PRE) back in November and it appears that we are close to moving forward once again. I understand that the next step is for a Design Guidance Review Meeting to take place. How often do these meetings take place and how far in advance do you need the package material prior to the scheduled meeting?

Thanks

**Chris Finch |** Architect | AIA
Magellan ARCHITECTS
8383 158TH Ave NE, Suite 280
Redmond, WA 98052
(425) 885-4300 Office
(425) 466-2530 Mobile
www.magellanarchitects.com
Think before printing - *keep the planet* ***VERDE***

| | |
|---|---|
| **From:** | Kelly Tayara |
| **Sent:** | Friday, June 21, 2019 10:41 AM PDT |
| **To:** | Chris Finch |
| **Subject:** | FW: Urban Self Storage - Request for Waiver to Land Use Process steps |

Hello,
Please see the message from Heather below, where she's stated that the conceptual meeting and a second preapplication meeting are waived, and a design guidance meeting with the DRB and a public participation meeting are required prior to application submittal.

CITY OF BAINBRIDGE ISLAND
**Kelly Tayara**
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**Planning and Community Development new service hours start June 3, 2019:**

- Walk-in customers: 8 a.m. - 12 p.m. Monday-Friday
- Appointments: 8 a.m. – 3 p.m. Monday-Friday

Appointments may be scheduled here: Planning and Building Submittal Appointment Calendar

**From:** Heather Wright <hwright@bainbridgewa.gov>
**Sent:** Thursday, March 7, 2019 1:04 PM
**To:** Heather Wright <hwright@bainbridgewa.gov>
**Cc:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Subject:** RE: Urban Self Storage - Request for Waiver to Land Use Process steps

Thank you so much for your patience and I apologize again for the delay. I appreciate you spelling out your request so clearly and your reason for requesting a waiver. I spoke with Kelly, your project planner and reviewed the pre-application file. According to the letter sent at the pre-application phase, the project was not reviewed by the DRB and a public participation meeting was not held. Both of those reviews were required at pre-ap under the old process and the revised process. As such, I am not comfortable waiving those reviews. However, we can waive the conceptual meeting and a second pre-application meeting. We still request a design guidance meeting with the DRB and a public participation meeting with the planning commission be held before you submit for your site plan review application. Please coordinate with Kelly to schedule those meetings at your earliest convenience.
I am happy to answer any questions and discuss further.
Sincerely,

Heather Wright
206-780-3754

---

**From:** Heather Wright
**Sent:** Friday, March 1, 2019 3:59 PM
**To:** 'Dirk McCulloch' <dirk@magellanarchitects.com>
**Subject:** RE: Urban Self Storage - Request for Waiver to Land Use Process steps

I apologize, I need to confirm with a staff member about your request and they are out today. We will meet on Monday and I will be in touch then. Thank you , and have a good weekend.

---

**From:** Dirk McCulloch <dirk@magellanarchitects.com>
**Sent:** Thursday, February 28, 2019 9:31 AM
**To:** Heather Wright <hwright@bainbridgewa.gov>
**Subject:** Re: Urban Self Storage - Request for Waiver to Land Use Process steps

Thank you Heather.

Cheers,

*Dirk McCulloch - Senior Project Manager*
*206-617-3716*
*Magellan Architects*
*425-885-4300*

Sent from somebody's iPhone...

On Feb 28, 2019, at 9:24 AM, Heather Wright <hwright@bainbridgewa.gov> wrote:

> Hi Dirk. I have received your request and will review your proposal and get back in touch with you by Friday. Thank you.
> Sincerely,
> Heather Wright
>
> ---
>
> **From:** Dirk McCulloch <dirk@magellanarchitects.com>
> **Sent:** Wednesday, February 27, 2019 3:10 PM
> **To:** Heather Wright <hwright@bainbridgewa.gov>
> **Cc:** Travis Ameche <travis.ameche@urbanstorage.com>; Jeff Chambers <jchambers@pacland.com>; Diana Atvars <diana@magellanarchitects.com>; Kelly Tayara <ktayara@bainbridgewa.gov>
> **Subject:** Urban Self Storage - Request for Waiver to Land Use Process steps
>
> Good afternoon Ms. Wright,
>
> Attached please find a letter requesting a waiver to certain land use review process steps.
> In correspondence with Kelly Tayara she indicated that you would be the one to whom to address this request.

Please do not hesitate to contact me to discuss further or with any questions.

Thank you for your consideration of this request.

Cheers,

**Dirk McCulloch |** Senior Project Manager

<image001.jpg>
8383 158TH Ave NE, Suite 280
Redmond, WA 98052
(425) 885-4300 office
(206) 617-3716 mobile
www.magellanarchitects.com

Think before printing - *keep the planet* ***VERDE***

| | |
|---|---|
| **From:** | Kelly Tayara |
| **Sent:** | Thursday, June 27, 2019 8:41 AM PDT |
| **To:** | Chris Finch |
| **CC:** | Moghan Lyon |
| **Subject:** | RE: Urban Storage Landmark Tree Removal |

Hello,
The regulations were revised on 6/25 and no longer apply to your property.

CITY OF BAINBRIDGE ISLAND
**Kelly Tayara**
**Senior Planner**
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**Planning and Community Development new service hours start June 3, 2019:**

- Walk-in customers: 8 a.m. - 12 p.m. Monday-Friday
- Appointments: 8 a.m. – 3 p.m. Monday-Friday

Appointments may be scheduled here: Planning and Building Submittal Appointment Calendar

**From:** Chris Finch <chrisf@magellanarchitects.com>
**Sent:** Thursday, June 27, 2019 7:48 AM
**To:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Cc:** Moghan Lyon <moghan@lyonla.com>
**Subject:** Urban Storage Landmark Tree Removal

Hi Kelly,
You were discussing the potential of the Landmark Tree Ordinance being removed from our site location after Tuesday's city council meeting with our landscape architect Moghan Lyon.
Did that ordinance get revised? Is our site impacted by this ordinance any long?
Thanks

**Chris Finch |** Architect | AIA
Magellan ARCHITECTS
8383 158TH Ave NE, Suite 280
Redmond, WA 98052
(425) 885-4300 Office

(425) 466-2530 Mobile
www.magellanarchitects.com
Think before printing - *keep the planet* ***VERDE***

**From:** Travis Ameche
**Sent:** Thursday, November 21, 2019 8:14 AM PST
**To:** Kelly Tayara; Chris Finch
**Subject:** RE: DRB design guidance meeting FW: Example design guideline compliance documentation

Good Morning Kelly,

Are you available for a quick call today to discuss what the implications are of the new design guidelines so I can better understand and convey information to the partners? Having already been through the DRB and spending money to showcase changes we made to the plans, we are having a difficult time understanding why we now need to start the process over and potentially make additional significant changes to items we have already received comment on.

Thanks Kelly,

Travis

Travis Ameche
Project Coordinator

URBAN
SELF STORAGE

918 South Horton St. Ste. 1000
Seattle, WA 98134

**Cell** 425.213.4000
**Office** 206.859.6554
**UrbanStorage.com**
"Storage Designed for Peace of Mind"

---

**From:** Kelly Tayara <ktayara@bainbridgewa.gov>
**Sent:** Tuesday, November 19, 2019 8:25 AM
**To:** Chris Finch <chrisf@magellanarchitects.com>; Travis Ameche <travis.ameche@urbanstorage.com>
**Subject:** DRB design guidance meeting FW: Example design guideline compliance documentation

Hello,
The design guidelines under which the project was reviewed have been replaced with new design standards / guidelines, and the project will go back to Design Review Board (DRB) again. The new design standards and guidelines are in this document.
https://www.bainbridgewa.gov/DocumentCenter/View/12502/2019_0920-Design-for-Bainbridge-APPROVED

The DRB has not yet adopted a standard format for proponent response to the newly adopted regulations (e.g. a worksheet or template), but are in the process of reviewing four different formats (see attached). If you'd like to schedule DRB review prior to the DRB deciding on a standard format, please just do the best you can to respond to applicable standards / guidelines.

The submittal requirements for applications / conferences are in the Administrative Manual https://www.bainbridgewa.gov/DocumentCenter/View/12244/Administrative-Manual-Rev-May-2019?bidId=
Schematic Design - This plan is based on the site analysis and context map and shows location, as applicable, of natural area, community space, significant trees to be retained, homesites, vehicle and non-motorized access, location and size of stormwater and septic systems, and lot lines. The proponent is required to bring one or more development concepts or alternatives to indicate possible design options for the site.

Because the DRB has seen it before, you may want to just update them by talking about the changes made since the last meeting.

Landscaping requirements are found in the Municipal Code BIMC 18.15.010

a. Full Screen. The intent of this buffer is to provide an effective vegetated screen over time between uses, land use districts, or to screen parking areas and structures from the public rights-of-way. Where full screen perimeter landscaping is required, the applicant must provide:

i. Minimum 70 percent evergreen trees ranging in height from four feet to six feet at the time of planting with at least 50 percent being six feet high; and

ii. Deciduous trees with a caliper of at least two inches at the time of planting; and

iii. At least 50 percent of the trees shall be native species or drought resistant; and

iv. The number of trees is determined by calculating the area of the perimeter buffer and dividing by 250 square feet, or one tree for every 10 feet of buffer length, whichever is greater; and

v. Minimum 70 percent evergreen shrubs at least 21 inches in height at the time of planting, to achieve minimum six feet height at maturity; and

vi. The number of shrubs is determined by calculating the area of the perimeter buffer and dividing by 50 square feet or one shrub for every 20 feet of buffer length, whichever is greater; and

vii. Living ground cover shall be planted and spaced to achieve total coverage within five years; and

viii. Trees and shrubs shall be spaced to result in a full screen over time.



**Kelly Tayara**
**Senior Planner**

www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**Planning and Community Development new service hours are:**

- Walk-in customers: 8 a.m. - 12 p.m. Monday-Friday
- Appointments: 8 a.m. – 3 p.m. Monday-Friday

Appointments may be scheduled here: Planning and Building Submittal Appointment Calendar

---

**From:** Kelly Tayara
**Sent:** Tuesday, November 12, 2019 12:16 PM
**To:** Chris Finch <chrisf@magellanarchitects.com>
**Subject:** FW: Example design guideline compliance documentation



**Kelly Tayara**
**Senior Planner**

www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3787 (office) 206.780.3750 (Planning Department)

**Planning and Community Development new service hours are:**

- Walk-in customers: 8 a.m. - 12 p.m. Monday-Friday
- Appointments: 8 a.m. – 3 p.m. Monday-Friday

Appointments may be scheduled here: Planning and Building Submittal Appointment Calendar

**ORDINANCE NO. 2020-36**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2020-12 that extended the moratorium on certain activities related to self-service storage facilities; continuing the basis for the emergency moratorium; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months until May 26, 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 moratoria 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**, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and Neighborhood Center (NC) districts within the City; and

**WHEREAS**, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

**WHEREAS**, Policy 1.5 of the Economic Element of the City's Comprehensive Plan states that "[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island's valued natural amenities, its limits of land and water and the quality of its residential neighborhoods"; and

**WHEREAS**, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

**WHEREAS**, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City's Comprehensive Plan; and

**WHEREAS**, Policy 15.2 of the Economic Element of the City's Comprehensive Plan is to "[p]romote manufacturing and business/industrial employment as an important source of family wage jobs on Bainbridge Island"; and

**WHEREAS**, self-service storage facilities on Bainbridge Island have been found to employ an average of one to two employees; and

**WHEREAS**, the City Council has significant concerns regarding whether self-service storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

**WHEREAS**, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; 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 hundreds of persons have died due to the virus thus far and during the time period that this moratorium 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, work by City staff and the City Council has been impacted and delayed related to review of the regulations and policies at issue pertaining to this moratorium to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

**WHEREAS**, at its April 28, 2020 meeting, the City Council considered options related to this moratorium and decided to set a public hearing for May 12, 2020 to receive public comment and consider whether to extend the moratorium for another six months via Ordinance No. 2020-12; and

**WHEREAS**, at that April 28, 2020 meeting, the City Council, based on public comment and Council discussion, directed the City Manager to amend the moratorium to exempt projects that are partially constructed and/or at some point built, and Ordinance No. 2020-12 and this ordinance include an exemption to meet the Council's intent in that regard; and

**WHEREAS**, on May 12, 2020, the City Council conducted a public hearing on Ordinance No. 2020-12 and the Council received and considered public comment related to that ordinance; and

**WHEREAS**, on May 12, 2020, after considering such public comment, the City Council adopted Ordinance No. 2020-12 to extend this moratorium for six months, to November 26, 2020, unless the Council decided to terminate the moratorium earlier, and to otherwise amend the moratorium as stated in Ordinance No. 2020-12; and

**WHEREAS**, on September 8, 2020, City staff presented research on the City's existing self-service storage facilities and related to how this use is regulated in other west Puget Sound jurisdictions, and after discussing and considering the information, the City Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities; and

**WHEREAS**, the Planning Commission discussed the topic of self-service storage facilities on September 24, 2020; and

**WHEREAS**, the Planning Commission continued discussion of self-service storage facilities on October 8, 2020, including consideration of draft Ordinance No. 2020-34 related to that topic, and the Planning Commission set a public hearing on that ordinance for October 29, 2020; and

**WHEREAS**, the Planning Commission conducted that public hearing on Ordinance No. 2020-34 on October 29, 2020; and

**WHEREAS**, in that the existing moratorium related to self-service storage facilities is set to expire on November 26, 2020, and the Planning Commission and the City Council need additional time to work on and consider draft Ordinance No. 2020-34 related to a prohibition on new self-service storage facilities, it is necessary to extend the existing moratorium to allow for the completion of such additional consideration; and

**WHEREAS**, on October 27, 2020, the City Council set a public hearing for November 10, 2020 to receive public comment and consider this Ordinance No. 2020-36 to extend the moratorium for another six months; and

**WHEREAS**, on November 10, 2020, the City Council conducted a public hearing on this ordinance and the Council received and considered public comment related to the ordinance; and

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

**WHEREAS**, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare. The public emergency that existed requiring that this moratorium become effective immediately upon adoption on November 26, 2019 continues to exist.

**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 moratorium established by Ordinance No. 2019-40, and as extended by Ordinance No. 2020-12.

The City Council may, in its discretion, adopt additional findings after the public hearing referenced below.

**Section 2. Continuation of Existing Moratorium**. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby continuing the imposition of the temporary moratorium that was imposed by Ordinance No. 2019-40, and as extended by Ordinance No. 2020-12, as described in this Section 2, for those properties requesting the following ("Permit Applications"):

> All building permit applications or land use applications for self-service storage facilities located, or proposed to be located, in the Business/Industrial or Neighborhood Center districts.

**Section 3. Exclusions**.

A. The moratorium imposed under Section 2 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures, or work mandated by the City to maintain public health and safety.

B. The moratorium imposed under Section 2 of this ordinance shall not apply to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium.

**Section 4. Moratorium in Current Form Extended**. The moratorium is hereby amended to extend the moratorium in its current form as specified in this ordinance for six months, which is until May 26, 2021.

**Section 5. 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 moratorium at its meeting on November 10, 2020, and took public testimony and considered further findings of fact.

**Section 6. Moratorium Work Plan**. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. Pursuant to this ordinance, and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinances related to this moratorium, Ordinance Nos. 2019-40 and 2020-12, the City is hereby extending the moratorium for an additional six months based on the work plan as incorporated herein (see attached Exhibit A). These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this moratorium on November 10, 2020.

**Section 7. Effect on Vested Rights**. The moratorium extended by this ordinance shall apply prospectively only and shall operate to prevent acceptance of Permit Applications submitted after the effective date of this moratorium. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant filed a complete Permit Application before the effective date of this moratorium.

**Section 8. Interpretive Authority**. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

**Section 9. Severability**. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 10. 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 moratorium ordinances which preceded this ordinance, Ordinance Nos. 2019-40 and 2020-12, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the "Whereas" clauses of Ordinance Nos. 2019-40 and 2020-12, 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 moratorium, which is November 26, 2019.

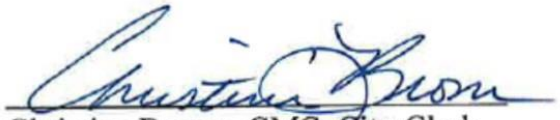
PASSED by the City Council this 10th day of November, 2020.

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



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | October 23, 2020 |
| PASSED BY THE CITY COUNCIL: | November 10, 2020 |
| PUBLISHED: | November 13, 2020 |
| EFFECTIVE DATE: | November 18, 2020 |
| ORDINANCE NUMBER: | 2020-36 |

Exhibit A (Work Plan)

**EXHIBIT A**

## SELF-SERVICE STORAGE FACILITIES MORATORIUM

## WORK PLAN (November 10, 2020)

**MORATORIUM – Self-Service Storage Facilities**:
On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts. The moratorium did not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures. The moratorium was initially in effect for 6 months, or until May 26, 2020, and was extended until November 26, 2020, and has been further extended via Ordinance No. 2020-36 to May 26, 2021.

Under the moratorium extension, the moratorium continues to not apply to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium, or November 26, 2019.

On November 10, 2020, the City Council extended the moratorium for an additional 6 months via adoption of this current ordinance, Ordinance No. 2020-36. As a result, the moratorium will be in effect until May 26, 2021, unless terminated earlier or extended by the Council.

The City has developed this updated **Work Plan** to address issues related to self-service storage facilities based on direction provided by the City Council:

**November 2020**
The Planning Commission will complete their recommendation to the City Council on draft Ordinance No. 2020-34.

**December 2020**
It is expected that the City Council will review and take action on proposed Ordinance No. 2020-34. The Council could direct staff to terminate the moratorium once the legislative work is complete related to Ordinance No. 2020-34 which, as drafted, includes a prohibition related to new self-service storage facilities.

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:20 PM) Ordinance No. 2020-41 Terminating the Self-Service Storage Moratorium - Planning,

**SUMMARY:** On November 10, 2020, the City Council approved Ordinance No. 2020-36, extending the self-service storage moratorium for six months, or until May 26, 2021.

In a related matter, on October 29, 2020, the Planning Commission held a public hearing and recommended approval to the City Council on a separate ordinance, Ordinance No. 2020-34, to prohibit new self-storage facilities, while providing for potential future expansion of existing facilities. Ordinance No. 2020-34 modifies the regulations for self-service storage facilities in response to the work plan for the moratorium approved by the Council in Ordinance No. 2019-40, and subsequently extended by Ordinance Nos. 2020-12 and 2020-36.

If the Council adopts Ordinance No. 2020-34, it is anticipated that there is no longer a need for the moratorium. The attached ordinance, Ordinance No. 2020-41, would terminate the existing moratorium related to self-service storage facilities.

**AGENDA CATEGORY:** Ordinance **PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to adopt Ordinance No. 2020-41.

**STRATEGIC PRIORITY:** Healthy and Attractive Community

**FISCAL IMPACT:**

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

**BACKGROUND:** On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts. The moratorium did not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures or to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium.

The Council adopted a work plan with Ordinance No. 2020-12 (which extended the initial duration of the moratorium), and on June 16, 2020, the Council directed staff to move forward with gathering information for the self-service storage facilities moratorium workplan. Staff compiled information on existing self-service storage facilities on Bainbridge Island and researched regulations of other local jurisdictions regarding self-service storage. The Council also requested that staff look at the environmental impacts of self-service storage and the existing self-service storage square footage and how much that equates to square footage per person. The information provided included maps of development potential in the Business/Industrial and Neighborhood Center zones.

On September 8, 2020, City staff updated the Council on research regarding self-service storage facilities capacity, vacancy, tenant use, existing amount of square footage per person, amount of jobs created, potential environmental impacts, and a sharing of regulations from surrounding communities in the west Puget Sound region, pursuant to the adopted Work Plan. After discussing the information, the Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and discussed the possibility of allowing expansion for existing facilities. That draft ordinance is Ordinance No. 2020-34. The Planning Commission began discussion of this topic on September 24, and continued the discussion on October 8, 2020. The Commission requested information about the expansion potential of the existing self-service storage facilities, and confirmed that any ordinance prohibiting new self-service storage facilities should provide for expansion of existing facilities consistent with the development standards of the underlying zoning district. The Planning Commission recommended approval of Ordinance No. 2020-34 to the City Council on October 29, 2020.

The self-service storage moratorium was to expire on November 26, 2020, but on November 10, 2020 the City Council extended the moratorium on certain self-service storage facilities to allow for completion of permanent regulations by approving Ordinance No. 2020-36. An extension was necessary because although the Planning Commission had completed their recommendation related to the separate but related Ordinance No. 2020-34, which (as above described) relates to prohibiting new self-service storage facilities, this ordinance was not expected to be approved by the Council until December 8, 2020. Approval of Ordinance No. 2020-34 completes the work plan adopted by Ordinance No. 2020-12. Therefore, Ordinance No. 2020-41 will terminate the existing moratorium.

**ATTACHMENTS:**

Ordinance No. 2020-41 Terminating the Moratorium Related to Self-Service Storage Facilities

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-41**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, terminating the moratorium related to self-service storage facilities, as relates to Ordinance Nos. 2019-40, 2020-12, and 2020-36.

**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 moratoria 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**, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and Neighborhood Center (NC) districts within the City; and

**WHEREAS**, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

**WHEREAS**, Policy 1.5 of the Economic Element of the City's Comprehensive Plan states that "[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island's valued natural amenities, its limits of land and water and the quality of its residential neighborhoods"; and

**WHEREAS**, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

**WHEREAS**, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City's Comprehensive Plan; and

**WHEREAS**, Policy 15.2 of the Economic Element of the City's Comprehensive Plan is to "[p]romote manufacturing and business/industrial employment as an important source of family wage jobs on Bainbridge Island"; and

**WHEREAS**, self-service storage facilities on Bainbridge Island have been found to employ an average of one to two employees; and

**WHEREAS**, the City Council has significant concerns regarding whether self-service storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

**WHEREAS**, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; and

**WHEREAS**, on November 26, 2019 the City Council approved Ordinance No. 2019-40, imposing a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts; and

**WHEREAS**, due to the COVID-19 public health emergency and pandemic, over one-hundred and sixty thousand people in Washington State have contracted the virus and almost three-thousand persons have died due to the virus thus far and during the time period that this moratorium 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, work by City staff and the City Council has been impacted and delayed related to review of the regulations and policies at issue pertaining to this moratorium to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

**WHEREAS**, based on these and related concerns, the City Council required 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**, at its April 28, 2020 meeting, the City Council considered options related to the moratorium and set a public hearing for May 12, 2020 to receive public comment and consider whether to extend the moratorium for another six months via Ordinance No. 2020-12; and

**WHEREAS**, at that April 28, 2020 meeting, the City Council, based on public comment and Council discussion, directed the City Manager to amend the moratorium to exempt projects that are partially constructed and/or at some point built, and the moratorium was amended via Ordinance No. 2020-12 to include an exemption to meet the Council's intent in that regard; and

**WHEREAS**, on May 12, 2020, the City Council conducted a public hearing on Ordinance No. 2020-12 and the Council received and considered public comment related to that ordinance, and after considering such public comment, the City Council adopted Ordinance No. 2020-12, including a work program, to extend the moratorium for six months, to November 26, 2020, and to otherwise amend the moratorium as stated in Ordinance No. 2020-12; and

**WHEREAS**, on September 8, 2020, City staff presented research on the City's existing self-service storage facilities and related to how this use is regulated in other west Puget Sound jurisdictions, and after discussing and considering the information, the City Council directed

staff to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities; and

**WHEREAS**, the Planning Commission discussed the topic of self-service storage facilities on September 24 and October 8, 2020, including consideration of draft Ordinance No. 2020-34, which would prohibit new self-service storage facilities, and the Planning Commission set a public hearing on that ordinance for October 29, 2020; and

**WHEREAS**, the Planning Commission conducted that public hearing on Ordinance No. 2020-34 on October 29, 2020, and after closing the public hearing, recommended approval of the ordinance to the City Council; and

**WHEREAS**, in that the existing moratorium related to self-service storage facilities was set to expire on November 26, 2020, and the City Council needed additional time to consider draft Ordinance No. 2020-34 related to a prohibition on new self-service storage facilities, it was necessary to extend the existing moratorium to allow for the completion of such additional consideration; and

**WHEREAS**, on November 10, 2020, the City Council conducted a public hearing on Ordinance No. 2020-36 to extend the moratorium for another six months and the Council received and considered public comment related to the ordinance, and after closing the public hearing, approved Ordinance No. 2020-36; and

**WHEREAS**, on December 8, 2020, the City Council considered and approved Ordinance No. 2020-34, related to prohibiting new self-service storage facilities and allowing for expansion of existing self-service storage facilities; and

**WHEREAS**, as a result of the adoption of Ordinance No. 2020-34, the existing moratorium on self-service storage facilities is no longer necessary and the City Council is hereby terminating that moratorium via this ordinance.

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

**Section 1. Moratorium Terminated**. The moratorium imposed originally by Ordinance No. 2019-40, and subsequently amended and extended by Ordinance Nos. 2020-12 and 2020-36, is hereby terminated.

**Section 2. Severability**. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 3.** This ordinance shall take effect and be in force on the next business day following the effective date of Ordinance No. 2020-34, which ordinance, as above described, is directly related to the basis for terminating this moratorium.

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

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

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | December 4, 2020 |
| PASSED BY THE CITY COUNCIL: | _____, 2020 |
| PUBLISHED: | _____, 2020 |
| EFFECTIVE DATE: | _____, 2020 |
| ORDINANCE NUMBER: | 2020-41 |

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:30 PM) 2020 Annual Drainage Project Contract Award - Public Works,

**SUMMARY:** The 2020 Annual Drainage project provides for removal, replacement, and construction of drainage structures, storm drain lines, catch basins, and landscaping.

**AGENDA CATEGORY:** Contract **PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to approve the 2020 Annual Drainage contract award to the apparent low bidder, Seton Construction Inc., in the amount of $149,519.00, and to authorize the City Manager to execute the associated contract and related documents in substantially the form as included with this agenda item to effectuate the contract award.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

| **FISCAL IMPACT:** | |
|---|---|
| **Amount:** | $149,519.00 |
| **Ongoing Cost:** | |
| **One-Time Cost:** | $149,519.00 |
| **Included in Current Budget?** | Yes |

**BACKGROUND:** The 2020 Annual Drainage project consists of a group of projects to mitigate drainage issues and repair culverts on Bainbridge Island. This year, the plan includes replacement of drainage pipes at Wyatt Way as well as water-quality improvements to the Windsong Loop stormwater pond.

There was an earlier bid opening for this project on August 21, 2020 which was rejected by the City Council at their September 8 meeting due to only one bid received, which was 35% over the engineer's estimate.

In November, the City readvertised this project using the Municipal Research Services Center (MRSC) Small Works Roster process and four bids were received at the November 20 bid opening. See attached bid form. The apparent low bidder is Seton Construction Inc. in the amount of $149,519.00. The engineer's estimate is $150,000 to $175,000.

City staff reviewed the bid results and the contractor's qualifications and recommends that the City Council award this contract to Seton Construction Inc. in the amount of $149,519.00; base bid Wyatt Way + Alternative 1 Windsong Loop Pond.

**ATTACHMENTS:**

Bid Form.doc

Small Works Roster Contract Pro Forma - WITH Amendments to Specs and Special Provisions - RLS Rev 10-29-20.docx

**FISCAL DETAILS:** There is $186,162 of available Budget in the Storm and Surface Water Fund (SSWM) for this contract.

**Fund Name(s):** SSWM Fund

**Coding:** See Fiscal Details

# City of Bainbridge Island
## Public Works Department

## 2020 Annual Drainage Project

Bid Opening Date: Bids Due on November 20, 2020
Open Bids @ 10:00 am

| Note: Bids Are Opened in Order Received.<br>Bids Solicited by:<br>☐ Advertisement ☒ Small Works Roster<br><br>The Engineers Estimate is: $150k to $175k | Liden Land Development | Nordvind | Seton Construction | Pape & Sons |
|---|---|---|---|---|
| Proposal<br>*Items of Work & Materials, Estimated Quantities, Units of Measurement.* | √ | √ | √ | √ |
| Statement of Bidders Qualifications | √ | √ | √ | √ |
| | | | | |
| Line A – Wyatt Way Total (Includes WSST) | $162,759.95 | $170,037.50 | $102,391.50 | $153,850.00 |
| Line B – Alt 1 – Windsong Loop (Includes WSST) | $49,801.25 | $77,627,00 | $47,127.5o | $114,920.00 |
| Line C – Alt 2 – South Beach Culvert (Includes WSST) | $47,400.00 | $42,502.08 | $41,855.00 | $49,020.00 |
| | | | | |
| Line D – Total Base Bid Only (Line A) | $162,759.95 | $170,037.50 | $102,391.50 | $153,850.00 |
| Line E – Total Base Bid + Alt 1 (Line A + Line B) | $212,561.20 | $247,664.50 | $149,519.00 | $268,770.00 |
| Line F – Total Base Bid + Alt 2 (Line A + Line C) | $210,159.95 | $212,539.58 | $144,256.50 | $202,870.00 |
| Line G – Total Base Bid + Alt 1 + Alt 2 (Lines A + B + C) | $259,961.20 | $290,166.58 | $191,374.00 | $317,790.00 |
| | | | | |

A total of 4 bids was received for the 2020 Annual Drainage project. Project Manager Emily Cady, has reviewed the bids and recommends that the City Council award the contract to the apparent low bidder, Seton Construction in the amount of $191,374.00 (base bid + Alt1 + Alt2).

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

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

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

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

**2. Notice to Proceed; Time of Completion.** The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within ninety (90) calendar days from the City's issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

**3. Payment.**

**3.1 Payment amount and procedures.** The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed $149,519.00 (One Hundred Forty-Nine Thousand Dollars Five Hundred Nineteen Dollars and no cents), which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

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

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

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

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

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

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

**5. Indemnification and Hold Harmless**.

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

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

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

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

**6. Nondiscrimination and Compliance with Laws.**

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

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

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

**7. Job Safety**.

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

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

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

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

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

**11. Change Order/Contract Modification.**

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

**11.2 Change Orders.** The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

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

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

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

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

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

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

**23. Written Notice.** All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing

by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

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

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

| | |
|---|---|
| SETON CONSTRUCITON, INC. | CITY OF BAINBRIDGE ISLAND |
| Date:_____ | Date:_____ |
| By:_____ | By:_____ |
| Name_____ | Morgan Smith, City Manager |
| Title_____ | |
| Tax I.D. #_____ | |
| City Bus. Lic. #_____ | |

**CITY CONTACT:**

Emily Cady, ENV-SP, EIT
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: 206-471-8979

**CONTRACTOR CONTACT:**

Seton Construction, Inc.
4640 S. Discovery Road
Port Townsend, WA 98368
Phone: (360) 385-0213
Fax: (360) 385-0301
Contractor License # SETONCI1650A

**ATTACHMENT A**
**PROJECT – SCOPE OF WORK**
**2020 ANNUAL DRAINAGE PROJECT**

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

**ATTACHMENT B**
**INSURANCE REQUIREMENTS**

## A. Insurance Term

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

## B. No Limitation

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

## C. Minimum Scope of Insurance

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

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

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

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

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

5. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

   If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

**D. Minimum Amounts of Insurance**

The Contractor shall maintain the following insurance limits:

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

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

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

**E. City Full Availability of Contractor Limits**

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

**F. Other Insurance Provision**

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

**G. Contractor's Insurance for Other Losses**

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

**H. Waiver of Subrogation**

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

## I. Acceptability of Insurers

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

## J. Verification of Coverage

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

## K. Subcontractors' Insurance

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

## L. Notice of Cancellation

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

## M. Failure to Maintain Insurance

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

## ATTACHMENT C
## AMENDMENTS TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

### INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

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

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

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

*(March 8, 2013 APWA GSP)*
*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

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

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

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

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

**Dates**

***Bid Opening Date***
The date on which the Contracting Agency publicly opens and reads the Bids.

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

***Contract Execution Date***
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

***Final Acceptance Date***
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

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

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

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

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

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

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

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

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

**Contract Documents**
See definition for “Contract”.

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

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

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

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

## 1-02 BID PROCEDURES AND CONDITIONS

### 1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

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

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

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

Delete this section and replace it with the following:

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

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

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

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

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

Delete this section and replace it with the following:

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

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

## Preparation of Proposal

Section 1-02.6 is supplemented with the following:

***(August 7, 2006)***
***Cumulative Alternates Bidding***
This Bid Proposal requires the bidder to bid cumulative Alternates as part of the bid. As such the bidder is required to submit a Base Bid and a bid for each of the cumulative Alternate(s) A1.

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

1. Base Bid
   The base bid shall include only Wyatt Way

Alternate 1

   a. Alternate 1
      Based on constructing (***Windsong Loop Pond ***)
      The bid items for Alternate 1 are as listed in the bid proposal.

2. Alternate 2

   a. Alternate 2
      Based on constructing (***South Beach Culvert ***)
      The bid items for Alternate 2 are as listed in the bid proposal.

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

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

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

In any case, the award will be subject to the requirements of Section 1-03.

**1-02.7 Bid Deposit**

This section is deleted in its entirety. No bid deposit is required.

### 1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

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

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

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

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

`

### 1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and submits it to the Contracting Agency through one of the methods described in Section 1-02.9 and to the place designated in Section 1-02.9 for receipt of Bid Proposals, and

3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety before

the time set for receipt of Bid Proposals. If the Bidder does not submit a revised or supplemented package before the time set for receipt of Bid Proposals, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened.

**1-02.12 Public Opening of Proposals**

Delete this section and replace it with the following:

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

**1-02.13 Irregular Proposals**
*(December 19, 2019 APWA GSP)*

Delete this section and replace it with the following:

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

l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

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

**1-02.14 Disqualification of Bidders**

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

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

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

2. **Federal Debarment**

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

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

3. **Subcontractor Responsibility**

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

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

4. **Claims Against Retainage and Bonds**

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

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

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

5. **Public Bidding Crime**

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

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

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

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

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

7. **Lawsuits**

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

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

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency, within 48 hours of a request by the City for such information should such a request be made,, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further

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

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

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

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

**1-02.15 Pre Award Information**

Revise this section to read:

Before the award of any contract, the apparent lowest responsible bidder must submit to the Contracting Agency a completed Certification of Compliance with Wage Payment Statutes, on a form provided by the Contracting Agency, within a reasonable time period specified by the Contracting Agency.

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

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

**1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

**1-03.3 Execution of Contract**

Revise this section to read:

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

Within **20** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Attachment B to the Contract, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The

Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### 1-03.4 Contract Bond

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bonds for the full contract amount. The separate payment and performance bonds shall be for the full contract amount. The bonds shall:

1. Be on Contracting Agency-furnished forms;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

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

Revise this section to read:

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

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**
*(March 13, 2012 APWA GSP)*

Revise the second paragraph to read:

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

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

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

Supplement this section with the following:

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

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

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

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

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

## 1-05.11 Final Inspection

Delete this section and replace it with the following:

### 1-05.11 Final Inspections and Operational Testing

*(October 1, 2005 APWA GSP)*

### 1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

### 1-05.11(3) Operational Testing

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

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

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

Add the following new section:

**1-05.12(1) Two-Year Guarantee Period**

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

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

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

The Contractor shall complete and return to the City a Guarantee Form, in a form approved by the City, prior to and as a condition of final acceptance of the project.

1. **1-05.13Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

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

Revise the second paragraph to read:

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

Add the following new section:

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

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

Add the following new section:

**1-05.18 Record Drawings**
*(March 8, 2013 APWA GSP)*

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

| | Vertical | Horizontal |
|---|---|---|
| As-built sanitary & storm invert and grate elevations | ± 0.01 foot | ± 0.01 foot |
| As-built monumentation | ± 0.001 foot | ± 0.001 foot |

| | | |
|---|---|---|
| As-built waterlines, inverts, valves, hydrants | ± 0.10 foot | ± 0.10 foot |
| As-built ponds/swales/water features | ± 0.10 foot | ± 0.10 foot |
| As-built buildings (fin. Floor elev.) | ± 0.01 foot | ± 0.10 foot |
| As-built gas lines, power, TV, Tel, Com | ± 0.10 foot | ± 0.10 foot |
| As-built signs, signals, etc. | N/A | ± 0.10 foot |

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions- Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

| | |
|---|---|
| Record Drawings<br>(Minimum Bid $ 200) | Lump Sum |

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

### 1-06.6 Recycled Materials

*(January 4, 2016 APWA GSP)*

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

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

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

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

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

**1-07.2 State Taxes**

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

**1-07.2 State Sales Tax**
*(June 27, 2011 APWA GSP)*

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

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

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

**1-07.2(1) State Sales Tax — Rule 171**

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

**1-07.2(2) State Sales Tax — Rule 170**

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

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

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

**1-07.2(3) Services**

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

## 1-07.4 Sanitation

### 1-07.4(1) General

Section 1-07.4(1) is supplemented with the following:

(******)
The contractor shall provide mobile toilet facilities that provide complete privacy and can be locked from the inside. Portable toilet facilities shall be kept clean and sanitized and stocked with toilet paper and hand sanitizer.

Payment for mobile toilet facilities is incidental to the Mobilization lump sum cost.

## 1-07.9(5) Required Documents

*(January 3, 2020 APWA GSP)*

Delete this section and replace it with the following:

**General**
All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

**Intents and Affidavits**
On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

**Certified Payrolls**
Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

**Penalties for Noncompliance**

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

**1-07.18 Public Liability and Property Damage Insurance**

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

The Contractor shall obtain and keep in force the policies of insurance specified in Attachment B to the Contract. Throughout the duration of the Contract, the Contractor shall comply with all requirements of Attachment B to the Contract.

**1-08 PROSECUTION AND PROGRESS**

Add the following new section:

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

Add the following new section:

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

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

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

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

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

Add the following new section:

**1-08.0(2) Hours of Work**
*(December 8, 2014 APWA GSP)*

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

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

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

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

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

**1-08.1 Subcontracting**
*(May 30, 2019 APWA GSP, Option B)*

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify…".

## 1-08.3(2)B Type B Progress Schedule

*(March 13, 2012 APWA GSP)*

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 90-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit 2 copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

## 1-08.4 Prosecution of Work

Delete this section and replace it with the following:

**1-08.4 Notice to Proceed and Prosecution of Work**
*(July 23, 2015 APWA GSP)*

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

**1-08.5 Time for Completion**
*(November 30, 2018 APWA GSP, Option A)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a

statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

This project shall be physically completed in its entirety within ***** 90 ***** working days and the Wyatt Way portion of the project shall be priority for completion. Work may be suspended due to weather with written approval by the city engineer.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

**1-08.9 Liquidated Damages**
*(August 14, 2013 APWA GSP)*

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after

the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

### 1-09.6 Force Account

*(October 10, 2008 APWA GSP)*

Supplement this section with the following:

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

### 1-09.9 Payments

*(March 13, 2012 APWA GSP)*

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer’s determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

**1-09.11(3) Time Limitation and Jurisdiction**
*(November 30, 2018 APWA GSP)*

Revise this section to read*:*

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

**1-09.13(3) Claims $250,000 or Less**

**1.1.1 (October 1, 2005 APWA GSP)**

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by

nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

## Division 2
## Earthwork

### Clearing, Grubbing, and Roadside Cleanup

### Description

Section 2-01.1 is supplemented with the following:

(March 13, 1995)
Clearing and grubbing on this project shall be performed within the following limits:

Per Plan

Clearing and grubbing shall include disposal, haul, and removal including roots of all vegetation along with all bushes, vegetation within the clearing and grubbing zone. Along with all clearing and grubbing as directed by engineer.

Wyatt Way Storm Drain Repair:
Clearing and grubbing shall include disposal, haul, and removal including roots of all vegetation and the marked willow tree, along with all bushes, vegetation, and the marked willow tree within the clearing and grubbing zone (from the fog line to 15' North of the fog line or to the extent required for construction of storm drain line whichever is greater. Along with all clearing and grubbing as directed by engineer. Then erosion control seeding on all areas that were cleared and grubbed.

Windsong Loop Stormwater Pond Maintenance:
The tree next to the existing control structure shall be removed. Grubbing shall occur at trench locations and around existing inlets and outlets.

### Payment

Wyatt Way Storm Drain Repair:
Payment shall be lump sum and shall be included in the line item "Landscape Restoration" and shall include disposal, haul, and removal including roots of all vegetation and the marked willow tree, along with all bushes, vegetation, and the marked willow tree within the clearing and grubbing zone. Shall also include all erosion control seeding and fertilizers.

Windsong Loop Pond:
Payment shall be lump sum and shall be included in the line item "Landscape Restoration"

### Construction Requirements

Section 2-02.3 is supplemented with the following:

***(February 17, 1998)***
***Removal of Obstructions***

**Removing Storm related Items**
*This section is supplemented with the following:*

(******)
Windsong Loop Stormwater Pond Maintenance Project Site:
Existing 24" CMP Culvert, Approximately 65 LF
Existing 24" CMP Culvert, Approximately 40 LF
Existing 24" CMP Culvert, Approximately 25 LF
Control Structure Assembly to be removed

Wyatt Way Project Site:
Existing Storm Line
Catch Basin and structures
Asphalt Berm

South Beach Project Site:
Existing Storm Line
Catch Basin and structures

***(March 13, 1995)***
***Removing Miscellaneous Traffic Items***
The following miscellaneous traffic items shall be removed and disposed of:

Existing asphalt berm, sandbags, and debris within project area.

***Removal of Bridges, Box Culverts, and other Drainage Structures***

Section 2-02.3(2) is supplemented with the following:

**(June 26, 2000)**
**Removing Portions of Existing Box Culvert**
The Contractor shall remove, to the limits shown in the Plans, the existing wingwalls, wingwall footings, aprons, and parapet walls of the box culvert to be extended.

***Removal of Pavement, Sidewalks, Curbs, and Gutters***

**Payment**
(*****)

The lump sum contract price for "Removal of structures and obstructions." shall be full pay for preparing the box culvert, storm drain line, debris, sandbags and other debris within the project area for the extension by removing and disposing of all concrete and other debris specified and shall be done to the satisfaction of the engineer.

## Hot Mix Asphalt

## Materials

### *Mix Design – Obtaining Project Approval*

Section 5-04.2(2) is supplemented with the following:

(******)
Backfill for pavement repair excavation depths shall consist of 4-inches hot mix asphalt. Prior to HMA placement, the subgrade shall be compacted to 95% standard density or to the satisfaction of the engineer.

**Measurement**
Section 5.04.4 is supplemented with the following:

(******)
HMA for Pavement Repair will be measured by the ton.

**Payment**
Section 5.04.5 is supplemented with the following:

(******)
"HMA for Pavement Repair Cl.____ PG ____", per ton.

## Division 7
## Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

### 7-05 Manholes, Inlets, Catch Basins, and Drywells

Windsong Loop Stormwater Pond Maintenance:
Replace the existing control structure with a new control structure. Control structure assembly shall be per plans.

**Payment**
Windsong Loop Stormwater Pond Maintenance:
Payment shall be lump sum under line item "Control Structure Insert Assembly All Inclusive"

## 7-05.3(2) Abandon Existing Manholes

Where it is required that an existing manhole be abandoned, the Structure shall be broken down to a depth of at least 4 feet below the revised surface elevation, all connections plugged, and the manhole filled with sand and compacted to 90 percent density as specified in Section 2-03.3(14)C. Debris resulting from breaking the upper part of the manhole may be mixed with the sand subject to the approval of the Engineer. The ring and cover shall be salvaged and all other surplus material disposed of.

**Payment**

Wyatt Way Storm Drain Repair:

Payment shall be lump sum under line item “Abandon in Place Structures”.

## 7-05.3(3) Connections to Existing Manholes

The Contractor shall verify invert elevations prior to construction. The crown elevation of laterals shall be the same as the crown elevation of the incoming pipe unless specified. The existing base shall be reshaped to provide a channel equivalent to that specified for a new manhole. The Contractor shall excavate completely around the manhole to prevent unbalanced loading. The manhole shall be kept in operation at all times and the necessary precautions shall be taken to prevent debris or other material from entering the sewer, including a tight pipeline bypass through the existing channel if required. Water used for flushing and testing shall not be allowed to enter the sewer. All damage to the manhole resulting from the Contractor’s operation shall be repaired at no expense to the Contracting Agency.

**Payment**

Wyatt Way Storm Drain Repair:

Payment shall be per Each under line item “Connection to Drainage Structure”.

## Division 8
## Miscellaneous Construction

## 8-01 Erosion Control and Water Pollution Control

## Construction Requirements

**(April 1, 2002)**
**Side Slope Treatment**
Slopes shall be compacted within 1 days of exposure of a new section of cut and construction of a new portion of an embankment.

**Water Management**

**Management of Off-Site Water**

Section 8-01.3(1)C4 is supplemented with the following:

**(August 6, 2012)**
**Off-site Stormwater**
Stormwater is known to enter the project site at the following locations:

(*****)
Erosion control shall include all items outlined on the erosion control notes on the plans, catch basin filter bags within the work area, sandbags, slope stabilization, coconut matting for exposed soil and a dewatering system.

Per Plan.

Windsong Loop Stormwater Pond Maintenance:
Shall additionally include restoring the access road from the control structure manhole to the driveway by blading with machinery to restore the grade and re-graveling the surface to a depth of 2 inches and a width of 10 feet.
Shall additionally include “Ditch Maintenance” which shall consist of clearing and grubbing ditch area, full blackberry removal in the area including roots, and regrading and placing gravel per plan.

Wyatt Way Storm Drain Repair:
Asphalt berm shall be made 1’-2’ wide by 6”-8” high and shall meet the material requirements for HMA LC ½” PG 64-22, and shall be designed to direct water to catch basin. Configuration shall be determined by engineer in field and shall be constructed to the satisfaction of the city engineer or city inspector.

**Materials:**
Windsong Loop Stormwater Pond Maintenance:
Shall additionally include gravel for access road restoration to be 1-1/4 minus basalt or as otherwise approved by the engineer.

**Payment:**

Payment shall be lump sum per line item “Erosion Control” and shall include all erosion control items on the plans, catch basin filter bags within the work area, sandbags, and a dewatering system.

Windsong Loop Stormwater Pond Maintenance:
All costs for regrading and re-graveling the access road shall be included in the lump sum price for the bid item “Access Road Restoration”.
All costs for ditch maintenance including but not limited to clearing and grubbing in the area, excavation, and gravel for ditch and design per plan shall be included in the square foot price for the bid item “Ditch Maintenance”.
Wyatt Way Storm Drain Repair:
All costs for “Asphalt Berm” shall be paid in Linear Feet per bid item “Asphalt Berm”.

### *Temporary Seeding and Mulching*

**Temporary Seeding**

Section 8-01.3(2)B is supplemented with the following:

(September 3, 2019)
Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet. Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

## Roadside Restoration

## Description

Windsong Loop Stormwater Pond Maintenance Project:
Work includes restoration of all disturbed surfaces. The access road is to be regraded and retravelled. Topsoil is to be salvaged and replaced at trench locations. All disturbed surfaces other than the gravel access road are to be stabilized with seed mix.

Section 8-02.1 is supplemented with the following:

## Construction Requirements

### *Topsoil*

#### Topsoil Type A

## Measurement

Section 8-02.4 is supplemented with the following:

(January 5, 2015)
Topsoil, mulch and soil amendments will be required to meet the suggestions in the “Site Specific Analysis and No Net Loss Assessment” to be considered complete.

## Payment

Section 8-02.5 is supplemented with the following:

(*****)
Payment shall be lump sum “landscape restoration” and shall include all plants, planting materials, vegetation removal, top soil, mulch, soil amendments, and soil enhancement.

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

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

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

Date: _____ Signed: _____

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

Date: _____ Signed: _____

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

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

Date: _____ Signed:_____

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

Date: _____ Signed: _____

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

Subject: **2020 ANNUAL DRAINAGE PROJECT**

To Whom It May Concern:

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

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

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

_____
Contractor Signature

_____
Date

_____
Print – Company Name – Title

STATE OF WASHINGTON )
) ss
COUNTY OF _____ )

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

## *Certification of Compliance with Wage Payment Statutes*

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

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

# Payment Bond

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

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

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

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

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

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

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

PRINCIPAL:

By:_____
(Print Name)

Signature:_____

Title:_____

SURETY:

By:_____
(Print Name)

Signature:_____

Title:_____

Address:_____

_____

Attachments: Original Surety Power of Attorney

# Performance Bond

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

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

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

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

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

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

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

PRINCIPAL:

By:_____
(Print Name)

Signature:_____

Title:_____

SURETY:

By:_____
(Print Name)

Signature:_____

Title:_____

Address:_____

_____

Attachments: Original Surety Power of Attorney

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:40 PM) Dump Truck Cab and Chassis Procurement - Public Works,

**SUMMARY:** Public Works staff is seeking City Council approval of several purchases for a dump truck and chassis with associated up-fitting from the Washington State Department of Enterprise Services contract vendors and City vendor for retrofitting.

**AGENDA CATEGORY:** Contract **PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to authorize and approve the Dump Truck Cab and Chassis procurement in the combined amount of approximately $258,170.18.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

| **FISCAL IMPACT:** | |
|---|---|
| **Amount:** | $258,170.18 |
| **Ongoing Cost:** | |
| **One-Time Cost:** | $258,170.18 |
| **Included in Current Budget?** | Yes |

**BACKGROUND:** Public Works is planning on replacing the 1994 International cab and chassis and hook-lift system which serves the following attachments/bodies of work: chip box, dump-body, sander, water tank, and snowplow. This vehicle has exceeded its life expectancy and replacement is needed to maintain operations.

Public Works staff worked with vendors from the Washington State Department of Enterprise Services for both the Dump Truck, attachments, and up-fitting and has worked with a City vendor for the retrofitting of existing equipment. See attached vendor quotes.

The International Dump Truck is from RWC Group in the amount of $98,907.04 including sales tax. The hooklift system, sander, snowplow, and other upfit equipment will be purchased from Northend Truck Equipment in the amount of $127,556.27. The retrofit of the City's existing attachments including dumpbody, water tank, and chip box will be purchased from Northend Truck Equipment in the amount of $26,706.87. After equipment purchase and upfit are completed, the City will contract with various vendors for items such as decals, installing VHF radios, and other items in the estimated amount of $5,000.00.

See below breakout for a combined total of $258,170.18

- Dump Truck via RWC Group - $98,907.04 (State Contract)
- Hooklift, Sander, Snowplow, Upfit via Northend Tuck Equipment - $127,556.27 (State Contract)
- Retrofit Dumpbody, Water Tank, Chip Box via Northend Truck Equipment - $26,706.87 (City Procurement Manual)
- Decals, VHF Radio, etc.  using various vendors - $5,000.00 (City Procurement Manual)

Upon City Council approval, City staff will prepare a purchase order for the dump truck and chassis and associated attachments procurement.

RCW 43.19.648 generally requires that, to the extent determined practicable, local governmental vehicles must be fueled by electricity or biofuel. The new engine will be biodiesel (B20) compatible.

**ATTACHMENTS:**

RWC Group_International Dump Truck.pdf

Northend Truck Equip Hook Lift_Plow_Sander.xlsx.pdf

Northend Truck Equip Retrofit Existing Equip.pdf

**FISCAL DETAILS:** There is $276,000 in budget for this purchase with half supported by the streets fund and the other half from the Storm and Surface Water Management (SSWM) fund.

**Fund Name(s):** Streets Fund

**Coding:**

RWC Group LTD
Robert Murray
Manager, Government & Municipal Sales
2312 Milwaukee Way
Tacoma, WA 98421

Telephone: (800) 654-5850  (253) 272-8401
Fax: (253) 383-4281

PROPOSAL OF THE BELOW
DESCRIBED TRUCK FOR:

City of Bainbridge

| | | | | | |
|---|---|---|---|---|---|
| Make/Model | **HV** | Year | **2021** | Truck VIN | **LH858119** |
| Rear Axle | **23k** | Front Axle | **14k** | Suspension | **0** |
| Trans Model | **3000 RDS** | Engine | **L9 370hp 1150 lb-ft** | | |

Important Notes:

Please review for desired options and Operational requirements
Proposal based on WA State Contract 01513 Item B-2, excel spreadsheet with options and TOPS proposal 11440

Finance charges will be assessed for late payments

| | | | |
|---|---|---|---|
| Sales Price: | **$** | **89,508.63** | Per Unit - Federal Excise Tax not Included (Need Exemption #) |
| Subtotal: | **$** | **89,508.63** | |
| Net Trade: | **$** | **-** | |
| Sales Tax: | **$** | **9,398.41** | |
| Total Price: | **$** | **98,907.04** | |

Accepted for the Seller by:

*Robert Murray*

Accepted for the Buyer by:

**Quote# 201119BI**
10/20/2020

# Northend Truck Equipment

20812 Broadway Ave.
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066
Visit Our Web Site - www.northendtruck.com

**Price Quotation For**

CITY OF
BAINBRIDGE ISLAND

**Prepared for:**
Aaron Claiborne
City of Bainbridge Island
Operations Project Manager
206.571.9853
aclaiborne@bainbridgewa.gov

**State of Washington Current Contract Information:**
Effective Date: 05-01-2018
Contract number: 01117
Contract title: DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS & SERVICES

| Excel# | Item # | Description | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| | | **Category G (Hooklifts)** | | | |
| 16 | 1 | Palift PHT-29<br>***Order Palift PHT-22 To Accomadate 10' Bodies In Lieu Of T-29*** | 1 | $29,243.55 | $29,243.55 |
| 29 | 1 | 580 Non-Air Hitch With "D" Rings Installed Complete With OEM Gladhands Seven Way Plug, Back-up Alarm, and Tail Lights | 1 | $2,084.25 | $2,084.25 |
| 32 | 4 | Full Width Tube Style ICC Bumper With LED Sealed Beam Stop, Turn, Tail Lights Includes Alt. Flash | 1 | $1,352.40 | $1,352.40 |
| 39 | e. | Plastic Fender Set For Single Axle | 1 | $1,516.20 | $1,516.20 |
| 45 | 2 | Back Of Cab T-Rack To Include (2) Whelan L-31 And (1) LED Work Light | 1 | $1,934.10 | $1,934.10 |
| | | **Category C (Dump Body and Options)** | | | |
| 99 | 15 | Steel Tool Box 18 x 18 x 24, CA Room Permitting | 1 | $592.20 | $592.20 |
| | | **NTE Hydraulic Options** | | | |
| 23 | 1 | Closed Center Snow and Ice System Multi Section Valve With 5100EX Electric Sander Valve Control and Stainless Box (Room Permitting) With Load Sense Pump Front Mounted With OEM Front Frame Rail Extensions, Electric Ultra Arm Control Console, Behind The Cab Tank, or VT35 with Poly Or Stainless Lid, With Basic Hoses and Fittings Installed (See Sander Line Option) | 1 | $25,593.75 | $25,593.75 |
| 32 | 10 | NE-10E High Pressure Filter (For 5100 Electric System) | 1 | $684.60 | $684.60 |

**Quote# 201119BI**
11/20/2020
# Northend Truck Equipment
20812 Broadway Ave.
Snohomish, WA 98296
Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066
Visit Our Web Site - www.northendtruck.com

| | | NTE Hydraulic Options Cont. | | | |
|---|---|---|---|---|---|
| 46 | 23 | NE-21E Hot Shift PTO (280 Series), Direct Mount Load Sense Pump for Allison 3000 & 4000 Series | 1 | $1,883.70 | $1,883.70 |
| 47 | 24 | NE-22E High Pressure Hoklift Valves and Cntrols | 1 | $2,952.60 | $2,952.60 |
| 70 | 11 | Sander Lines The Rear With QD's | 1 | $1,411.20 | $1,411.20 |
| | | **Category A (Sander)** | | | |
| 62 | - | Monroe 10' Stainless Steel Sander, with Conveyor Chain with LED Light Bar | 1 | $27,640.20 | $27,640.20 |
| 70 | 1 | Hook-Lift Skid (Galvanized), to include tip up spinner modifications so as to not interfere with loading and unloading of the unit. Manual hand winch to tip up spinner assembly shall be accessible from the ground and have friction brake. Winch cable to run through an upper pulley attached to an extended bolt on bracket located near the top of the rear panel with a guide roller at rear of the tail section to include a second pulley near the bottom of the spinner assembly for ease of lifting. Hooklift skid must be capable of being loaded/unloaded from the chassis at maximum rated hopper capacity. | 1 | $2,768.85 | $2,768.85 |
| 86 | 16 | Deduct for air foil only | 1 | -$460.00 | -$460.00 |
| 91 | 21 | Deduct for no prewet system | 1 | -$3,284.00 | -$3,284.00 |
| | | **Categgory 6 (Snow Plow)** | | | |
| 15 | 13 | 10' American Snow Plow Model 3910-P1SA | 1 | $9,786.00 | $9,786.00 |
| 26 | 1 | Plow shipped to Northend Truck set up and tested with plumbing. Ship with completed unit. (Must Pick a Plow Hitch Option) | 1 | $708.75 | $708.75 |
| 35 | 10 | Shorten Front Frame Rails | 1 | $197.40 | $197.40 |
| 36 | 11 | NTE Quick Hitch **(Must Have Extended Full Front Frame Rails (Not Bolt On) and Stationary Grill)** | 1 | $4,458.30 | $4,458.30 |
| 37 | 12 | Truck-Lite #80800 plow lights, to be hooked up to Chassis provided wiring and switch , Includes Adjustable Stainless Steel Brackets (Installed) | 1 | $866.25 | $866.25 |

**Quote# 201119BI**
11/20/2020

# Northend Truck Equipment

20812 Broadway Ave.
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066
Visit Our Web Site - www.northendtruck.com

| Additional Required Components For Hook Build: | | | |
|---|---|---|---|
| **Parts and Service (Labor 5% Discount) (Parts 20% Discount)** | **Qty.** | **List Price** | **Discounted Price** |
| • Flusher Valves | 1 | $1,845.38 | $1,476.30 |
| • NE-28E TXV120 (7.32 cu. in. pump) in lieu of TXV92 (5.6 cu. in. pump) for PTO Mounted Pumps | 1 | $1,084.38 | $867.50 |
| • Switch Bank for Four Fixed Water Nozzles | 1 | $1,562.50 | $1,250.00 |
| • Installation and Wiring for Water Tank Spray Valves To End Of Frame | 1 | $1,875.00 | $1,500.00 |
| | | | |
| **SubTotal** (no tax) | | | **$117,024.10** |
| Applicable Sales Tax Percentage at Delivery Location | | ***9.00%*** | $10,532.17 |
| **Total Price with Tax Included** | | | **$127,556.27** |

**Notes:**
Palift T22-S Requires 115"-125" CA, Optimum 125". Body Length Range 10'-14'

**Accepted:** *Zack Andrews* 11/20/2020 **Accepted:**_____**Date:** _____

Zack Andrews
NORTHEND TRUCK EQUIPMENT

Aaron Claiborne
City of Bainbridge Island
**P.O. Number:**_____

Thank You for your help on this, if you have any questions or need additional information
Please call or email me at **425-903-2207, ZackA@northendtruck.com**

Sincerely,
NORTHEND TRUCK EQUIPMENT
Zack Andrews
Sales

**Quote# 201120BI**
11/20/2020

# Northend Truck Equipment

20812 Broadway Ave.
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066
Visit Our Web Site - www.northendtruck.com

**Price Quotation For**

CITY OF
BAINBRIDGE ISLAND

**Prepared for:**
Aaron Claiborne
City of Bainbridge Island
Operations Project Manager
206.571.9853
aclaiborne@bainbridgewa.gov

**State of Washington Current Contract Information:**
Effective Date: 05-01-2018
Contract number: 01117
Contract title: DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS & SERVICES

| Excel# | Item # | Description | Qty. | Unit Price | Total Price |
|---|---|---|---|---|---|
| | | **Dump Body:**<br>• Sandblast & Paint<br>• Replace Tarp, Crossbar, Pull Rope<br>• Replace Wood Sideboards<br>• Replace Airlines & Fittings<br>• Replace Wiring Harness & Update Lights<br>• Remove Beacon<br>• Replace Spreader Chains<br>• Paint Stripe to Match Existing | 1 | $6,956.23 | $6,956.23 |
| | | **Chipper Box:**<br>• Sandblast & Paint<br>• Inspect Unit Barn Doors, Hinges, Cracks<br>• Paint Stripe to Match Existing | 1 | $9,792.03 | $9,792.03 |
| | | **Water Tank:**<br>• Sandblast & Paint<br>• Replace 4 Water Control Valves For Sprayers<br>• Replace Water Hose<br>• Check Pump Pressure<br>• Replace Airlines & Fittings<br>• Replace Hydraulic Hoses & Fittings<br>• Inspect Unit For Cracks,Hardlines,Leaks | 1 | $7,753.45 | $7,753.45 |
| | | **SubTotal** (no tax) | | | **$24,501.71** |
| | | Applicable Sales Tax Percentage at Delivery Location | | ***9.00%*** | $2,205.15 |
| | | **Total Price with Tax Included** | | | **$26,706.87** |

**Quote# 201120BI**
11/20/2020

# Northend Truck Equipment

20812 Broadway Ave.
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100
1-800-653-6066
Visit Our Web Site - www.northendtruck.com

**Notes:**

• The above Refurb estimates are based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened. Occasionally after the work has been started, worn or damaged parts are discovered which are not evident on the first Inspection. Because of this, the above price for Refurb work is not guaranteed. Any required charges will be discussed with Customer and charged on a Time and Material basis.

• Trtansporting existing bodies to NTE will be the responsibility of the City.

**Accepted:** Zack Andrews 11/20/2020 **Accepted:**_____**Date:** _____

Zack Andrews
NORTHEND TRUCK EQUIPMENT

Aaron Claiborne
City of Bainbridge Island
**P.O. Number:**_____

Thank You for your help on this, if you have any questions or need additional information
Please call or email me at **425-903-2207, ZackA@northendtruck.com**

Sincerely,
NORTHEND TRUCK EQUIPMENT
Zack Andrews
Sales

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (8:50 PM) Ordinance No. 2020-23, Creating a Standing Race Equity Advisory Committee - Executive,

**SUMMARY:** This agenda item is for the City Council to consider adoption of an ordinance to establish a standing Race Equity Advisory Committee. The Council currently has a Race Equity Task Force, but that task force is scheduled to expire on December 31, 2020. By adopting Ordinance No. 2020-23, the task force would become a standing advisory committee, and the transition is structured such that the current members of the task force will convert from being task force members to advisory committee members, with staggered terms as set forth in the ordinance.

**AGENDA CATEGORY:** Ordinance **PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to approve Ordinance No. 2020-23 to thereby create a standing Race Equity Advisory Committee.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:** On August 25, 2020, the City Council by motion directed the City Manager to develop an ordinance to implement the creation of a standing advisory committee related to race and equity for Council consideration. On October 6, 2020, the Council considered a draft of Ordinance No. 2020-23 related to the creation of the committee. At that meeting, the Council also considered various discussion points for Council consideration (see the attached staff memo). Based on the Council's direction related to the proposed ordinance and those discussion points, as well as further input from the Race Equity Task Force ("RETF"), the ordinance was revised.

On December 1, 2020, the Council considered the proposed ordinance, including timing related to further consideration by the Council of the revised draft. The draft included recommended revisions by the RETF (including related to 9 members rather than 7), and the Council indicated approval for those revisions. Additionally, the City Attorney recommended that certain provisions be added to the draft so that it better aligns

with the standard provisions in the Bainbridge Island Municipal Code governing the City's advisory committees. The Council indicated approval for that approach, and directed City staff to provide a revised draft to the RETF for consideration. The RETF considered the revised ordinance at its meeting on December 3, 2020, and indicated to the City Attorney that the task force voted unanimously to support this draft of the ordinance.

**ATTACHMENTS:**

Ordinance No. 2020-23 Creating Race Equity Advisory Committee

[For Reference] October 2, 2020 Staff Memo - Recommended Discussion Points

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-23**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, relating to race equity; adopting a new Chapter 2.72 of the Bainbridge Island Municipal Code to create a standing race equity advisory committee.

**WHEREAS**, on December 4, 2018, the City Council by motion created a race equity task force to provide advice to the City Council on matters of identifying programmatic community and legislative options to ensure that Bainbridge Island lives up to its commitment to be an open and welcoming community for all; and

**WHEREAS**, the initial term of the task force was set to expire on July 1, 2019; and

**WHEREAS**, on June 25, 2019, the City Council by motion approved a work plan for the task force and extended the term of the task force through December 31, 2019; and

**WHEREAS**, on December 10, 2019, the City Council by motion approved a 2020 work plan for the task force and extended the term of the task force through December 31, 2020; and

**WHEREAS**, on August 25, 2020, the City Council by motion added several items to the task force's 2020 work plan and directed the City Manager to develop an ordinance to implement the creation of a standing advisory committee related to race and equity for Council consideration.

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

**Section 1**. A new Chapter 2.72 of the Bainbridge Island Municipal Code ("BIMC"), establishing a standing Race Equity Advisory Committee, is hereby adopted in its entirety as shown on attached **Exhibit A**.

**Section 2**. The Race Equity Task Force, as created by motion of the City Council on December 4, 2018, is hereby dissolved and its members are hereby appointed to serve on the Race Equity Advisory Committee, created under Chapter 2.72 BIMC, for positions and initial terms indicated in the table below:

| Position | Name | Term Expires |
|---|---|---|
| 1 | Brenda Fantroy-Johnson | June 30, 2023 |
| 2 | Eric Stahl | June 30, 2023 |
| 3 | James Friday | June 30, 2023 |
| 4 | Daryl Blackwell | June 30, 2022 |
| 5 | Sue Wilmot | June 30, 2022 |
| 6 | Savanna Rovelstad | June 30, 2022 |
| 7 | Peggi Erickson | June 30, 2024 |
| 8 | (New Position) | June 30, 2024 |
| 9 | (New Position) | June 30, 2024 |

**Section 3**: The 2020 work plan for the Race Equity Task Force approved by the City Council on December 10, 2019, and modified by City Council on August 25, 2020, shall become the 2020 work plan for the Race Equity Advisory Committee.

**Section 4**. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

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

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

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: December 4, 2020
PASSED BY THE CITY COUNCIL: _____, 2020
PUBLISHED: _____, 2020
EFFECTIVE DATE: _____, 2020
ORDINANCE NUMBER: 2020-23

Exhibit A: Chapter 2.72 BIMC

**Exhibit A**

Chapter 2.72
RACE EQUITY ADVISORY COMMITTEE

Sections:

2.72.010 Recognition.
2.72.020 Establishment and Purpose.
2.72.030 Membership and Qualifications.
2.72.035 Vacancies – Removal.
2.72.040 Duties and Responsibilities.
2.72.050 Meetings, officers, records, and quorum.

**2.72.010 Recognition.**

In order to dismantle systemic and structural racism within our government and community, local leaders must commit to a long term action plan that recognizes the differences between individual, institutional, and structural racism, as well as the history and current reality of inequities for all marginalized groups. Failure to make and follow through with the commitment will jeopardize the development and success of racial equity on Bainbridge Island.

**2.72.020 Establishment and purpose.**

A. This chapter establishes a standing race equity advisory committee, hereinafter called the "committee," to provide informed recommendations to the city council on programmatic, community, and legislative options to address and rectify systemic and structural racism and bias within government and law enforcement.

B. Working for racial equity benefits everyone. Deeply radicalized systems are costly and depress outcomes and life chances for all groups. The goal of the committee is not to just eliminate the gap between white people and people of color, but to increase the success for all groups. While strategies to achieve racial equity may target the needs of a particular group, racial equity develops goals and outcomes that will result in improvements for all groups. Systems that are failing communities of color are actually failing all of us.

**2.72.030 Membership and qualifications.**

A. The committee shall consist of a maximum of nine members who shall be appointed by the mayor and confirmed by a vote of the city council.

B. The committee shall consist of Bainbridge Island residents with experience in or a commitment to ensuring and promoting the committee's purpose as set forth above.

C. Members shall serve for three-year terms, except that the existing members of the Race Equity Task Force shall assume office and become the initial members of the committee as set forth in Ordinance No. 2020-23, and the positions on the committee shall be staggered as follows: (1) the terms of Positions 1, 2, and 3 shall expire on June 30, 2023; (2) the terms of Positions 4, 5, and 6 shall expire on June 30, 2022; and (3) the terms of existing Position 7, as well as new Positions 8 and 9, shall expire on June 30, 2024. Following the initial terms for the nine positions, the terms shall commence on July 1 and end on June 30 three years later, based on the staggering as above described.

D. Upon expiration of their term, a member may be reappointed to the committee for a new term; provided that no member may serve more than three consecutive terms unless the city council determines either that their special expertise is required or there are no other qualified applicants. Upon expiration of their term, members shall continue to hold office until their successor has been deemed qualified and been appointed.

E. Members shall not be employees or officers of the city. Members shall not be appointed to another city advisory group, except for specialized advisory groups of limited duration.

F. Members shall serve without compensation.

G. Members shall sign a conflict of interest statement in accordance with the city's code of conduct and ethics program upon appointment and any reappointment.

**2.72.035 Vacancies – Removal.**

In the event of a vacancy, the mayor, subject to confirmation of the city council, shall make an appointment to fill the unexpired portion of the term of the vacated position in accordance with the city's appointment cycle. The removal and resignation of members shall be governed by Chapter 2.01 BIMC.

**2.72.040 Duties and responsibilities.**

A. The Committee shall have the following duties and responsibilities:

1. As directed by the city council, serve as a technical and planning advisory committee to the city council on issues related to racism and race-related bias.

2. As directed by the city council, assist the city in implementing racial equity-related goals and policies as expeditiously as committee and city resources allow.

3. As directed by the city council, provide advice or recommendations to the city council, as appropriate, on methods of completing a baseline city government and police department equity assessment of policies, staffing, contracting, and decision-making.

4. As directed by the city council, assist with or manage the completion of a baseline city government and police department equity assessment of policies and procedures.

5. Recommend to the city council a racial equity action plan and implementation strategy.

6. Provide advice or recommendations to the city council, as appropriate, on how to measure progress toward implementing the city's racial equity action plan.

7. As directed by the city council, assist the city with participation in regional racial equity efforts.

8. Provide education and outreach to the public regarding racial equity and the work of the committee and the city relating to racial equity.

B. Annually provide a report to the city council on committee work completed within the last year and obtain the city council's approval of a work plan for work to be performed by the committee in the following year.

**2.72.050 Meetings, officers, records, and quorum.**

A. All meetings of the committee shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW. The committee shall establish a regular meeting schedule and announce the specific day and time each month that the committee will conduct its regular meeting(s). The committee may schedule special meetings as necessary to conduct the business of the committee.

B. A majority of the members then serving on the committee shall constitute a quorum.

C. The committee shall annually in July elect from among its members either a chair or one or more co-chairs. The committee shall also annually in July elect from among its members a secretary. Once elected, the chair or co-chairs and the secretary shall each serve a one-year term. Demotion of a chairperson or the secretary shall be governed by Chapter 2.01 BIMC.

D. For meetings consisting of a majority of the then serving members of the committee, the committee shall provide public notice of the meeting and shall keep a record of its meeting minutes. Minutes of each meeting, including a record of attendance, shall be prepared by the secretary and approved and signed at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the committee. The approved meeting minutes shall be posted on the city's website.

E. The city shall provide city email accounts to committee members and related training on the use of email accounts, including personal computer privacy expectations, while serving on the committee.

CITY OF
BAINBRIDGE ISLAND

**Office of the City Attorney**
**Memorandum**

Date: October 2, 2020

To: The City Council; Morgan Smith, City Manager

From: Robbie Sepler, Deputy City Attorney

Re: Council Discussion Points on Ordinance No. 2020-23, Creating a Standing Race Equity Advisory Committee.

---

On August 25, 2020, the City Council reviewed a proposal from the Race Equity Task Force (RETF) regarding the creation of a standing advisory committee and proceeded to direct the City Manager to develop an ordinance to implement the creation of a standing advisory committee related to race and equity for Council consideration.

Included in the packet for the October 6, 2020 Council Meeting is a draft ordinance for initial Council consideration. To assist staff in completing work on the ordinance, Council guidance is requested on the discussion points listed below. These discussion points are also called out in comments on the draft ordinance Council received in the packet.

**Council Discussion Points:**

1. **How many members should be appointed to the standing advisory committee?**

    - In its August 25, 2020 proposal, the RETF proposes that the standing advisory committee consist of nine members. Of the City's ten standing city advisory groups, only the Environmental Technical Advisory Committee (ETAC) and the Climate Change Advisory Committee (CCAC) have more than seven members (each has nine members). The other eight standing city advisory groups each have seven or fewer members. The RETF currently consists of seven members. Note, the City currently has six other city advisory groups that were formed for specific work in a limited duration of time. These advisory groups each generally consist of seven or more members.

2. **How long should the term of each member appointed to the standing advisory committee be?**

    - Currently, the terms of all seven members of the RETF are set to expire in December 2020. Members of other standing city advisory groups typically serve for three-year terms.

3. **Should the terms of members of the standing advisory committee be staggered? If so, should the terms be staggered as shown in Section 2 of the draft ordinance?**

    - Currently, the terms of members of the RETF are not staggered and are all set to expire at the same time. To preserve institutional knowledge on standing city advisory groups, the terms of members appointed to standing city advisory groups are typically staggered. In order to achieve staggered terms, members would need to be appointed to the standing advisory committee for different initial terms. As drafted, Ordinance No. 2020-23 would stagger the initial terms of members of the standing advisory committee as follows: Positions 1, 2, and 3 shall be three years; Positions 4 and 5 shall be two years; and Positions 6 and 7 shall be one year. Members appointed to shorter initial terms could be reappointed to a new term at the Mayor's and City Council's discretion.

4. **What special qualifications, if any, should individuals appointed to the standing advisory committee have?**

    - Ordinances creating other standing city advisory groups typically include qualifications that individuals must meet to be appointed. Such qualifications are not required, but present an opportunity for the Council to specify what expertise the Council is looking for when appointing individuals to serve on the standing advisory committee.

5. **Does BIMC 2.72.040 reflect the duties and responsibilities that Council seeks to assign to the standing advisory committee?**

    - BIMC 2.72.040 draws extensively from the Race Equity Task Force's proposal considered by the City Council on August 25, 2020. As city advisory groups are formed to provide advice and expertise to the City Council, the draft ordinance reflects that the standing advisory committee's work plan each year will be established by the City Council.

6. **Regarding proposed BIMC 2.72.040.A.3 and A.4, what will the baseline assessment of policies be reviewing for?**

    - Based on the context of the proposed language, it appears that the assessment will review for race equity. However, additional clarifying language is recommended to ensure that the responsibility is clearly articulated

**7. Should the standing advisory committee be authorized to spend City funds?**

- No other city advisory group is authorized to spend City Funds. The proposal from the Race Equity Task Force contains references to hiring race equity consultants. To ensure compliance with the City's Procurement Policy and related state law requirements, the expenditure of City funds for purchases or consulting services is the responsibility of City staff. As such, references to consultants have been removed in the draft ordinance as consulting services will be procured based on the resources allocated in the biennial budget and in conformance with the City's Procurement Policy and Council-approved work plan for the standing advisory committee.

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (9:05 PM) Vincent Road Property Trail Easement - Public Works,

**SUMMARY:** The City Council will consider conveying an easement to the Bainbridge Island Metropolitan Park and Recreation District for a public trail across the City's Vincent Road property.

**AGENDA CATEGORY:** Contract **PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to authorize the City Manager to execute the Public Pedestrian Access Easement and Agreement related to the City's Vincent Road property in substantially the form attached with this agenda item, and thereby convey that easement to the Bainbridge Island Metropolitan Park and Recreation District for public use.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

| | |
|---|---|
| **Amount:** | N/A |
| **Ongoing Cost:** | N/A |
| **One-Time Cost:** | N/A |
| **Included in Current Budget?** | No |

**BACKGROUND:** The Parks Foundation (Foundation) and the Bainbridge Island Metropolitan Park and Recreation District (District) have been working together to secure trail easements across the Island that connect recreation and parks destinations. As a part of that work, the Foundation and the District approached the City to investigate a trail easement across the City's Vincent Road property that would connect neighborhood trails on the east side of the property with Gazzam Lake Park trails on the west side (see attached vicinity map).

The trail easement that resulted from those discussions, and which the Council is considering, is anticipated to be an 8'-wide easement for a 6'-wide trail located within 20' of the northern and western boundaries of the Vincent Road property. If approved, the easement right will be conveyed by the City to the District for public use. The trail will be constructed and maintained by the District under a forthcoming Interlocal Agreement between the City and the District, which City staff will bring to the Council for consideration of approval likely in January 2021.

City staff is requesting a single touch approval for this item to facilitate the District's negotiation of a connecting easement with a private property owner on the east side of the proposed alignment.

**ATTACHMENTS:**

Vincent Property Trail Easement

Winslow to Gazzam-cross island trail - Dec 2020

**FISCAL DETAILS:** The trail easement is proposed to be conveyed to the District for public use, and therefore at no cost.

**Fund Name(s):**

**Coding:** N/A

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

---

**PUBLIC PEDESTRIAN ACCESS EASEMENT AND AGREEMENT**

| | |
|---|---|
| Reference Number(s) of Documents Assigned or Released: | N/A |
| Grantor(s): | City of Bainbridge Island, a Washington State municipal corporation |
| Grantee: | Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation |
| Short Legal Description: | Ptn NE ¼, NW ¼, Sec. 33, T.25N., R.2E., W.M.<br>City of Bainbridge Island, Kitsap County, Washington,<br>(Complete legal description on **Exhibit A**) |
| Assessor's Property Tax Parcel/Account Number(s): | 332502-2-019-2001 |

**THIS PUBLIC PEDESTRIAN ACCESS EASEMENT AND AGREEMENT** ("Agreement") is made by and between City of Bainbridge Island, a Washington State municipal corporation ("Grantor"), and the Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation ("Grantee"). The Grantor and the Grantee ("Parties") agree as follows:

1. Grantor's Real Property. The Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference, ("Grantor's Real Property").

2. Grant of Public Pedestrian Access Easement. The Grantor herby grants, conveys, and warrants to the Grantee a perpetual, nonexclusive public pedestrian access easement ("Pedestrian Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein by this reference ("Pedestrian Easement Area").

3. Grant of Access and Maintenance Easement. The Grantor hereby grants, conveys, and warrants to the Grantee a perpetual, nonexclusive access and maintenance easement ("Maintenance Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit B**, which is attached hereto and incorporated herein by this reference ("Maintenance Easement Area").

4. Purpose. The Pedestrian Easement and the Maintenance Easement are for the purpose of construction, development, installation, operation, maintenance, repair, replacement, removal, and use of certain Facilities. For the purposes of this Agreement, "Facilities" shall include: (i) paths and trails; and (ii) infrastructure, utilities, and signage reasonable and appropriate to paths and trails.

5. Obligations of Grantee. In consideration for the Pedestrian Easement, Grantee agrees as follows:

a. Grantee shall maintain a six- to eight-foot wide trail ("Trail") within the Pedestrian Easement Area for public use, which includes, without limitation, hiking, bicycling, and horseback riding. Use of the full 20-foot width of the Pedestrian Easement Area by Grantee is authorized for Trail-related uses, provided that no portion of the Trail shall be more than eight feet wide without the consent of Grantor.

b. Grantee shall post signage regarding Trail usage and location; take action to prevent illegal or unpermitted uses within the Pedestrian Easement Area, such as use of motorized vehicles/equipment; and keep the Pedestrian Easement Area clear of trash, debris, and anything else that interferes with Trail use.

6. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Pedestrian Easement Area and the Maintenance Easement

Area as necessary for the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities. The general public shall have the right to utilize the Trail within the Pedestrian Easement Area.

7. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Pedestrian Easement and the Maintenance Easement, are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of this Agreement, of structures of a permanent or temporary nature, which interfere with the operation of any Facilities, shall be deemed an encroachment upon the Grantee's easement rights, and the Grantor shall be obligated to remove the encroachments at the Grantor's sole cost and expense.

8. Protection of Facilities. The Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Grantor's Real Property, including the Pedestrian Easement Area and the Maintenance Easement Area, that would disturb, damage, unearth, or undermine any of the Facilities, or endanger the lateral support to any of the Facilities. The Grantor shall be obligated to repair, at the Grantor's sole cost and expense, any damage caused to any of the Facilities caused by or arising out of a violation of this Section 8.

9. Indemnity. The liability of the Parties is limited to the extent of the application of RCW 4.24.210 ("Recreational Use Statute"). By accepting and recording this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by or arising out of the acts, errors, or omissions of the Grantor or the Grantor's agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors and assigns.

11. Title. Grantor warrants that it has the right to grant, convey, and warrant the Pedestrian Easement and the Maintenance Easement. Grantor agrees to defend, indemnify, and hold Grantee harmless from and against any and all claims, assessments, penalties, costs, liabilities, and expenses, including reasonable attorney fees, arising out of or related in any way whatsoever to breach of this warranty.

12. Complete Agreement; Severability. This Agreement represents the complete agreement of the Parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the Parties. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

15. Governing Law and Venue. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Washington, without regard to conflict of law principles thereof. Venue for any lawsuit arising out of this Agreement shall lie exclusively in Kitsap County, Washington.

16. Consideration. Grantor is providing the Pedestrian Easement and the Maintenance Easement for no consideration for the purpose of establishing a mutually beneficial neighborhood trail connection.

17. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. Signatures transmitted electronically shall be deemed the equivalent of original signatures for all purposes.

18. Recording. Upon execution, the Parties shall cause this Agreement to be recorded with Kitsap County Auditor. Grantee shall pay all costs of recording, and any other related costs, including any real estate excise tax owed.

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

| **GRANTOR(s):** | **GRANTEE:** |
|---|---|
| CITY OF BAINBRIDGE ISLAND | BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT |
| By:_____ | By: _____ |
| Morgan Smith<br>City Manager | Terry Lande<br>Executive Director |
| Date: _____ | Date: _____ |

STATE OF WASHINGTON )
) ss:
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Terry Lande is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director of the Bainbridge Island Metropolitan Park and Recreation District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON )
) ss:
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Morgan Smith is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED:_____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

## EXHIBIT A

## LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

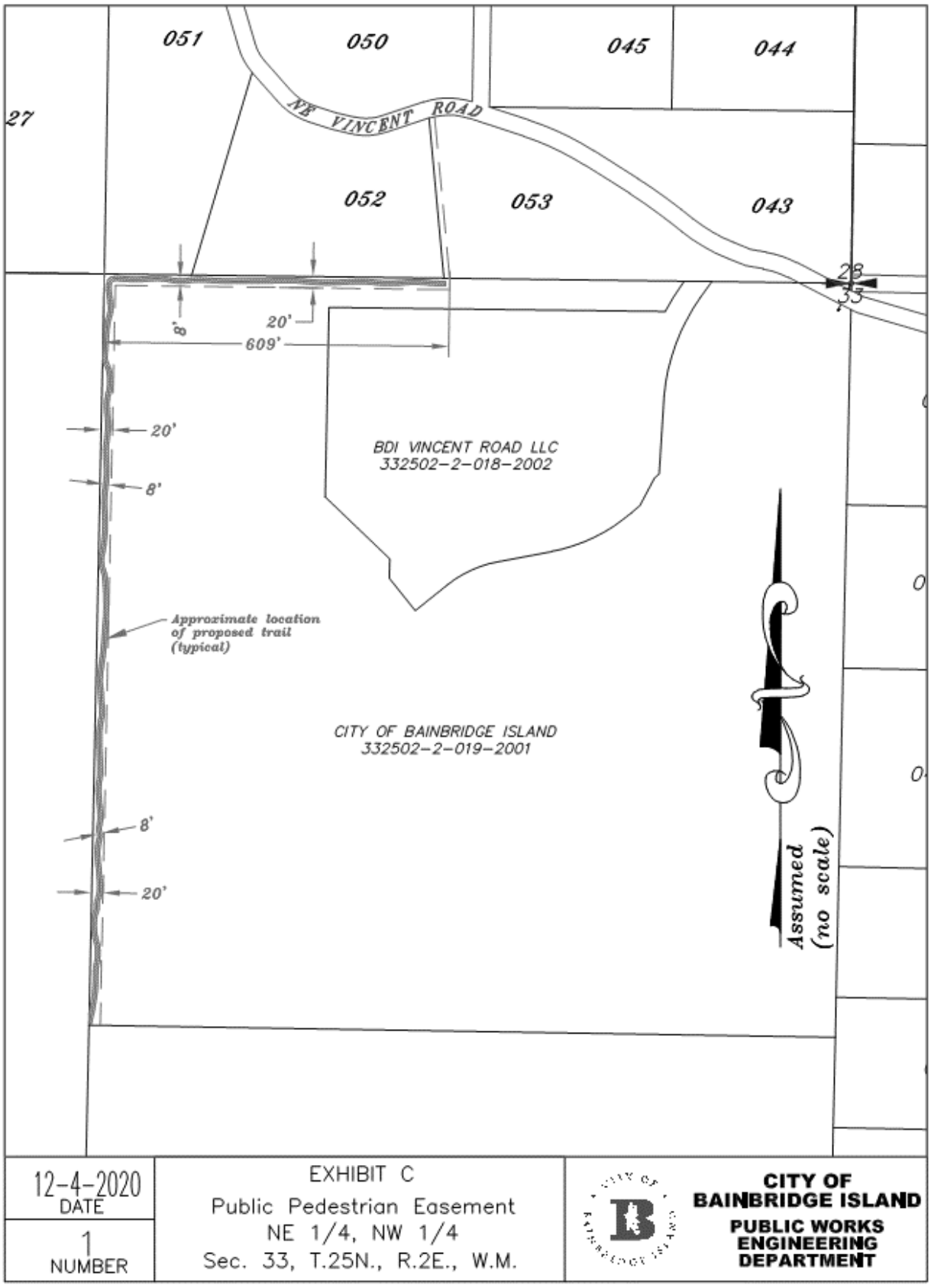
The Northeast quarter of the Northwest quarter of Section 33, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington;
EXCEPT that portion as conveyed under Auditor's File No. 201010280219; records of Kitsap County, Washington.

## EXHIBIT B

## LEGAL DESCRIPTION OF PEDESTRIAN EASEMENT AREA AND MAINTENANCE EASEMENT AREA

The North 20.00 feet of the West 609.00 feet and the West 20.00 feet of the following described parcel;
The Northeast quarter of the Northwest quarter of Section 33, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington;
EXCEPT that portion as conveyed under Auditor's File No. 201010280219; records of Kitsap County, Washington.

**EXHIBIT C**
**(Attached)**


051
050
045
044
27
NE VINCENT ROAD
052
053
043
28
33
8'
20'
609'
20'
8'
BDI VINCENT ROAD LLC
332502-2-018-2002
Approximate location of proposed trail (typical)
CITY OF BAINBRIDGE ISLAND
332502-2-019-2001
8'
20'
Assumed (no scale)
12-4-2020
DATE
1
NUMBER
EXHIBIT C
Public Pedestrian Easement
NE 1/4, NW 1/4
Sec. 33, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS ENGINEERING DEPARTMENT

# Winslow to Gazzam Lake
# Proposed Trail Network

Carmella Ln.

Rotary Park

The Lost Valley

Strawberry Plant

Moritani Preserve

Bainbridge Island

Waterfront Park - Eagle Harbor

Gazzam Lake

COBI

Gazzam Lake Park

## NOTES

ROUTES SHOWN ARE APPROXIMATE, AND REPRESENT EXISTING TRAILS, ROWS AND READY-TO-BUILD & PROSPECTIVE EASEMENTS

PROPOSED COBI TRAIL CONNECTION

The proposed Winslow to Gazzam Lake connection will include dedicated trails, easements and road ROWs.

Hub of the network will be the "Lost Valley," 58 acres of open space and city-owned surplus land at the Head of the Bay.

A route through the COBI-owned Vincent Road parcel completes this cross-island route.

BAINBRIDGE ISLAND PARKS FOUNDATION

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (9:15 PM) Consider Approval of Donation Agreement Related to Mobile Home at the Islander Mobile Home Park,

**SUMMARY:** This agenda item relates to a donation agreement whereby a mobile home is being offered for donation to the City. The mobile home is located in the Islander Mobile Home Park and the matter relates to a City property interest (as described below).

**AGENDA CATEGORY:** Contract **PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to approve the donation agreement with Ms. Christopherson and to thereby accept the donation of the mobile home described in the agreement, and to authorize the City Manager to execute the agreement and associated documents to effectuate the donation.

**STRATEGIC PRIORITY:** Green, Well-Planned Community

**FISCAL IMPACT:**

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

**BACKGROUND:** As described in the attached "Subscription Agreement for Membership and Proprietary Lease," in 2004 the Islander Residents Association ("Association") purchased the Islander Manufactured (or Mobile) Home Park, whereby the Association operates as a residential cooperative to own and manage the park on behalf of members of the Association. As part of that agreement, the Association provided that certain persons and entities could purchase a membership (or share), including the City. The City purchased seven (7) shares to use for low-income housing. The attached subscription agreement relates to the lot at issue for this agenda item, Lot 48.

The City owns two remaining shares in the mobile home park and has subleased each share to income-qualified tenants. One of those tenants (Ms. Christopherson) provided notice to the City that she would be terminating her sublease effective July 31, 2020. That termination occurred and the City has been working with Ms. Christopherson and her family related to the removal of her mobile home from the City's share.

In similar situations in the past related to other City-owned shares in the mobile home park, the City took on the planning and cost associated with arrangements for the removal and demolition of the units at issue, which generally began with the tenant's donation of the unit to the City. Given the age and condition of the units at issue, and the low-income circumstances of the tenants and owners at issue, the cost of removing such units from the City's share has posed an excessive financial burden on such tenants. As such, it has been cost-effective for the City to manage the process related to demolition and removal of those mobile homes, and the subsequent sale or transfer of the City's ownership interest involved related to the shares at issue. By using this approach, the City has been able to effectively control and manage the transition process needed to transfer ownership of the City-owned shares associated with such sites.

In this current situation, City staff is recommending that the City Council accept the donation of the mobile home at issue so that the City can go forward with the process as generally described above, which has been a successful model for the City. Attached are documents relevant to this transaction, including the donation agreement (signed by Ms. Christopherson), as well as documents related to the sublease agreements. Also included is Resolution No. 2010-24, by which the City Council in 2010 declared the seven existing shares (as of 2010) as surplus to the needs of the City and authorized the sale of those shares.

**ATTACHMENTS:**

Donation Agreement - Christopherson

Subscription Agmt for Membership and Proprietary Lease - Lot 48 (October 2004)

Consent to Sublease - Christopherson (October 2004)

Sublease Agreement - Christopherson (November 2004)

Resolution No. 2010-24 (ISLANDER MOBILE HOME PARK)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**Donation Agreement Between**
**City of Bainbridge Island**
**and**
**Sonya Christopherson**

**THIS DONATION AGREEMENT** ("Agreement") is entered into by and between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Sonya Christopherson, an individual, ("Donor").

**WHEREAS**, the City is a member of the Islander Residents Association and owns the membership appurtenant to manufactured home lot number 48, street address of 301 Madrona Way, Bainbridge Island, Washington 98110 (the "Lot"); and

**WHEREAS**, on October 29, 2004, the City and the Donor executed a Consent to Sublease ("Sublease"), through which the City authorized the Donor to place the Donor's mobile home on the Lot; and

**WHEREAS**, the Donor has taken the appropriate steps to terminate the Sublease, with the termination effective July 31, 2020; and

**WHEREAS**, Housing Resources Bainbridge has verified that the Donor's income for 2020 is less than 50% of the Kitsap County AMI; and

**WHEREAS**, the cost of removing the Donor's mobile home located on the Lot is an excessive financial burden on the Donor; and

**WHEREAS**, the City is willing to assist with the removal and/or disposition of the mobile home; and

**WHEREAS**, the Donor originally purchased the mobile home in 1980 for a purchase price of $12,838.

**NOW, THEREFORE**, the City and the Donor set forth and agree as follows:

Section 1. The donation, known as the *Christopherson Mobile Home*, as described in Section 2 below, is donated in its entirety to the City of Bainbridge Island to be hereafter owned by the City of Bainbridge Island.

Section 2.

| | |
|---|---|
| Make/Model: | Commodore Nova. |
| Size: | 14' Wide x 52' Long. |
| Vin#: | QS 9289 |
| Series & Body Type: | 14x52 2CBK RD |

Section 3. The Donor hereby warrants that they have paid all taxes, special assessments, and charges due or owing on the mobile home, including all property taxes assessed for 2020. The Donor agrees to indemnify, save, and hold harmless the City from all taxes, special assessments, and charges on the mobile home that were assessed on the Mobile Home or otherwise became due and were not paid in full by the Donor prior to execution of this Agreement.

Section 4. The Donor hereby agrees to execute all documents necessary to transfer title to the mobile home from the Donor to the City. When the City requests the Donor to execute such documents, the Donor shall sign and return such documents to the City within 30 calendar days of such a request.

Section 5. Upon execution of this Agreement, the City may remove, transfer, use, or dispose of the mobile home at its sole discretion.

Section 6. This Agreement shall take effect immediately upon execution.

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

By: _____

Morgan Smith, City Manager

By: Sonya Christopherson

Sonya Christopherson

**ISLANDER RESIDENTS ASSOCIATION**
**a Washington non-profit corporation**

**SUBSCRIPTION AGREEMENT FOR MEMBERSHIP AND PROPRIETARY LEASE**

WHEREAS, Islander Residents Association, a Washington non-profit corporation (the "Assoc iation"), is purchasing Islander Manufactured Home Park ("Islander") for the sum of $4,200,000.00;

WHEREAS, the Association will be operated as a residential cooperative to own and manage Islander on behalf of the Members of the Association;

WHEREAS, the Restated Articles of Incorporation of the Association (the "Articles") prov ide that the following persons may purchase a Membership in the Association: (1.) the owner or owners of a manufactured or mobile home on a manufactured home lot in Islander; (2.) the owner or owners, as of the date of the purchase of Islander by the Association, of a manufactured or mobile home on a manufactured home lot adjacent to Islander; and (3.) the City of Bainbridge Island, a Washington municipal corporation (or the City's assignee);

WHEREAS, the City of Bainbridge Island, a Washington municipal corporation, ("Purchaser") is qualified to purchase a Membership pursuant to the provisions of the Articles, as recited above, and desires to purchase a Membership in the Association.

NOW, THEREFORE, the Association and Purchaser hereby agree as follows:

1. Subscription. Purchaser hereby subscribes to purchase the Membership in the Association for lot number 48, located at 301 Madrona Way, Bainbridge Island, Washington (the "Lot") in Islander. Purchaser warrants to the A ssociation that Purchaser is qualified to purchase a Membership as provided in the Articles of the Association.

2. Purchase Price. The purchase price of the Membership is $15,000.

3. Payment of Purchase Price. The Membership purchased by Purchaser shall be paid in cash.

4. Escrow. Purchaser acknowledges that the Association has entered into an Escrow Agreement with Pacific Northwest Title Company (the "Escrow Agent") regarding the use of subscription funds from Purchaser and others purchasing Memberships in the Association for the purchase of Islander (Purchaser's subscript ion funds and the subscription funds of other purchasing Memberships in the Association

SCANNED

shall be collectively called "Subscription Funds "). Purchaser authorizes the Association, and the Association shall be obligated, to deposit in the Escrow Account with Escrow Agent all Subscription Funds tendered by Purchaser herewith, and such Subscription Funds shall be applied towards the acquisition of Islander pursuant to the terms of this Agreement and the Escrow Agreement. Purchaser acknowledges receipt of copy of the Escrow Agreement.

Notwithstanding the above, Purchaser's Subscri ption Funds shall not be applied towards any deposit or downpayment (refundable or nonrefundable) required by Madrona Glen as part of that private purchase and sale agreement between the Association and Madrona Glen, and in no event shall Purchaser's Subscriptio n Funds be reduced or deducted as a result of any such deposit or downpayment, any charges or fees associated with such deposit or downpayment, or any forfeiture thereof.

5. Release of Subscription Funds. This paragraph shall serve as instructions to Association and Escrow Agent. Subscription Funds deposited in the Escrow Account may be released only for the following purposes and only upon the following terms and conditions:

5.1 Upon written authorization by two officers of the Association, Subscription Funds in the Escrow Account shall be released to pay reasonable pre-closing costs or expenses related to the acquisition of Islander including but not limited to fees charged by Column Financial, Inc., any surveyor hired to survey Islander or any other party providing services related to the acquisition of Islander. The cumulative amount of Subscription Funds that can be released under this Section 5.1 shall not exceed $75,000. Escrow Agent shall disburse any such payments directly to the party receiving payment.

5.2 When the total amount of the Subscription Funds deposited in Escrow coupled with funds from mortgage financing or other financing to the Association are sufficient to close the purchase of Islander, then the Association shall promptly thereafter purchase Islander using Purchaser's funds and Escrow Agent shall apply all Subscription Funds it holds in the Escrow Account, including Purchaser's funds, for such purchase. If the purchase of Islander is not closed by October 30, 2004 for whatever reason, then the Association shall notify Escrow Agent and the Escrow Agent shall refund to Purchaser all of Purchaser's Subscription Fund s; Purchaser's Subscription Funds shall not be reduced or prorated by any closing costs or expenses paid by the Association pursuant to Paragraph 5.1 above. Any closing costs or expenses paid pursuant to this Agreement, and/or the forfeiture of earnest money paid to Madrona Glen in conjunction with the purchase and sale agreement between Madrona Glen and the Association shall be prorated only among the other Members' Subscription Funds; Purchaser's Subscription F unds shall not be reduced or prorated in any manner as a result of the payment of such closing costs and expenses or the loss of such earnest money or deposit.

5.3 If upon closing of the Association's purcha se of Islander, there are any Subscription Funds not applied to the purchase price of Islander or closing costs such funds shall be placed in a reserve account for the benefit of the Association.

6. Issuance of Membership Certificate and Proprietary Lease. Concurrently herewith, the Association shall issue to the Purchaser a Certificate of Membership for the Lot. The Association and Purchaser shall also execute a long-term Proprietary Lease for the Lot in substantially similar form as that set forth in Exhibit "A" attached hereto and incorporated by this reference.

7. Acknowledgments by Purchaser. Purchaser hereby acknowledges the following:

7.1 The Purchaser has received a copy of the Association's Prospectus and has had full opportunity to review the same;

7.2 The Purchaser has received copies of the Articles and the Bylaws of the Association ("Byl aws") as set forth in the Prospectus and has had full opportunity to review the same;

7.3 The Purchaser is aware of the restrictions on the transferability of the Membership purchased herein, the restrictions on the transferability of the Proprietary Lease, and the restrictions on the subleasing of the Lot or home thereon, all as set forth in the Articles and Bylaws;

7.4 The Purchaser understands the Association has no financial or operating history and that Purchaser assumes all risks related to the ownership of Islander by the Association in accordance with the Bylaws and Articles and ownership of the Membership;

7.5 The Purchaser understands the Association cannot and does not guarantee any value to the Membership purchased herein; and

7.6 The Purchaser acknowledges that the Association does not represent or warrant the existence of any market for the resale of the Membership.

8. Miscellaneous.

8.1 This Agreement contains the entire understanding of the parties and no agreements or representations, unless incorporated in this Agreement, shall be binding upon any party.

8.2 The provisions of Section 7 of this Agreement shall survive the purchase by Purchaser of the Membership in the Association.

8.3 The terms "Memb ership", "Member" and "Proprietary Lease" have the same meaning herein as set forth in the Bylaws.

8.4 As used herein, the masculine, feminine and neuter gender and the singular and plural number shall each be deemed to include the others whenever the context so indicates.

This Agreement shall be construed under the laws of the state of Washington.

EXECUTED IN DUPLICATE this 14th day of October 2004.

ISLANDER RESIDENTS ASSOCIATION,
a Washington non-profit corporation

By _____
Its President

PURCHASER:
CITY OF BAINBRIDGE ISLAND,
WASHINGTON, a municipal
corporation

By _____
Its Mayor

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (the "Agreement") is entered into this 29th day of October, 2004, by and between Sonja Christopherson ("Sublessee") whose address is 301 Madrona Way, Bainbridge Island, Washington 98110; the City of Bainbridge Island ("Sublessor"), a Washington municipal corporation; and the Islander Residents Association ("Lessor"), a Washington non-profit corporation.

WHEREAS, the Lessor owns Islander Manufactured Home Park ("Islander") located at Madrona Way, Bainbridge Island, Kitsap County, Washington;

WHEREAS, Sublessor is a Member of the Association as the same is defined in the Bylaws ("Bylaws") of the Lessor and owns the Membership appurtenant to manufactured home lot number 48, street address of 301 Madrona Way, Bainbridge Island, Washington 98110 (the "Lot") in Islander;

WHEREAS, Lessor and Sublessor, as lessee, have executed a ninety-nine year Proprietary Lease (the "Lease") for the Lot, a copy of which is attached as Exhibit "A";

WHEREAS, the Sublessee owns or will own the manufactured home on the Lot and desires to sublease the Lot from Sublessor under the Lease but the Bylaws require the consent of the Lessor for any such sublease; and

WHEREAS, the Lessor is willing to give such consent on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Sublessee, the Sublessor and the Lessor agree as follows:

1. Consent to Sublease. Lessor hereby consents to the sublease between Sublessor and Sublessee (the "Sublease") attached hereto as Exhibit "B".

2. Articles and Bylaws. Sublessee acknowledges that Sublessee has received a copy of the Lessor's Restated Articles of Incorporation ("Articles") and Bylaws. The Articles and Bylaws are hereby incorporated into this Agreement as if fully set forth herein and all terms, conditions, covenants and definitions therein are made a part of this Agreement. Sublessee further acknowledges that Sublessee has had adequate opportunity to review the Articles and the Bylaws prior to the execution of this Agreement and that the Articles and Bylaws are incorporated into this Agreement as if fully set forth herein. Sublessee agrees to be bound by all requirement, covenants, procedures, terms, conditions and definitions set forth in the Articles and the Bylaws. Sublessee further agrees that the Lessor may make changes or additions to the Articles and Bylaws, as provided therein, and that Sublessee shall be bound by such changes or additions.

3. Sublessee's Assumption of Sublessor's Obligations under Lease. Sublessee acknowledges to Lessor that Sublessee has assumed all obligations of Sublessor, as lessee, under the Lease; accepts all the terms and conditions of the Lease and agrees to be subject

to them; and covenants to Lessor that Sublessee will comply with and fulfill in a timely manner every obligation of Sublessor, as lessee, under the Lease, including but not limited to the payment of the monthly Maintenance Fee due under the Lease. Sublessee agrees that Lessor may enforce the terms of the Lease against Sublessee as if Sublessee were an original party thereto, in accordance with the Lease and Bylaws.

4. Assignment of Sublease. Except as permitted by the Articles, Bylaws, Lease and Sublease, assignment, transfer or further sublease of the Sublease is prohibited.

5. Taxes on Sublessee's Home. Sublessee will pay on or before any due date all property taxes, other taxes or fees assessed or charged on Sublessee's manufactured home.

6. No Release of Sublessor. The execution of this Agreement shall not release Sublessor from its obligations under the Lease. Upon a breach by Sublessee of any obligation assumed under the Lease, Sublessor, upon written notice from Lessor, shall promptly cure the breach if the same can be readily cured. If the breach cannot be readily cured, then Sublessor shall take immediate action to commence the cure and complete the same as quickly as is reasonably possible.

7. Events of Default and Lessor's Remedies. Sublessee shall be in default under this Agreement and the Lease as defined in Section 10.3.1 of Article 10 of the Bylaws. In the event of a default, Lessor may take action as set forth in Sections 10.3.2 and 10.3.3 of said Article 10 of the Bylaws; provided, that Lessor shall provide Sublessor with written notice of any and all actions taken by Lessor under Sections 10.3.2 and 10.3.3 of the Bylaws. If the Sublessor requests the Lessor to take action to remove the Sublessee from Islander, then Lessor shall proceed to do so but on the condition that Sublessor will fully assist in the process and execute any documents including but not limited to any power of attorney or agency agreement needed to effect any such action and on the condition that Sublessor will indemnify Lessor for any costs, including but not limited to court costs and attorney fees, incurred in taking such action. If Lessor takes action against the Sublessee upon Sublessor's request, such action shall not affect the Lease or Sublessor's continuing obligations under the Lease. Nothing herein shall be construed as limiting or restricting the default terms set forth in the Sublease and/or Sublessor's default rights and remedies set forth in the Sublease.

8. Notices. Any Notice to Lessor shall be delivered to the Lessor at the address of the then current president of the Lessor. The address for delivery of notices may be changed by Lessor upon notice to the Sublessor and Sublessee of the new address. All notices to Sublessee shall be delivered to the Lot. All notices to the Sublessor shall be delivered to Sublessor at the following address:

Housing Resources Board
Property Manager for The City of Bainbridge Island
PO Box 11391, Bainbridge Island WA 98110
Attention: Bill Eddy
Phone Number: 206 842-1909

Fax Number: 206 842-1120

Such notices may be sent by U.S. Mail, faxed if confirmation of the fax is received or delivered in person. Notices to Sublessee may be made by posting the same to the door of the manufactured home on the Lot.

9. Attorney Fees and Costs. In any actions arising out of this Agreement, including eviction, the prevailing party shall be entitled to reasonable fees and costs.

10. Severability. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or enforceable, the remainder of the provisions set forth herein shall remain in full force and effect.

11. Amendments. The Articles and Bylaws may be amended as provided therein. Any amendment to the Articles or the Bylaws during the term of this Agreement shall constitute an amendment to this Agreement. Any other amendment to this Agreement shall be in writing signed by all the parties.

12. Construction. As used in this Agreement, the masculine, feminine and neuter gender and the singular and plural number shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed according to the laws of the state of Washington. Headings in this Agreement are for convenience only and do not define, limit or amplify the scope or intent of the provisions hereof.

13. Waiver. The failure of the Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions contained herein shall not constitute or be construed as a waiver or relinquishment of the Lessor's rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall constitute in full force and effect. The Lessor's acceptance of any Maintenance Fee or assessment after Sublessee breaches this Agreement shall not waive the Lessor's rights or remedies created by Sublessee's breach.

14. Binding Effect. The covenants and agreements of this Sublease shall be binding upon the heirs, legal representatives, successors and assigns of the parties herein.

EXECUTED IN TRIPLICATE.

SUBLESSEE:

Print Name: Sonya Christopherson
Sonya Christopherson 1/3/05

Print Name: N/A

SUBLESSOR:
City of Bainbridge Island, a Washington municipal corporation

By: Darlene Kordonowy
Name: Darlene Kordonowy
Title: Mayor

LESSOR:
Islander Residents Association,
a Washington non-profit corporaiton

By: Jacqueline Jeffrey
Name: Jacqueline Jeffrey
Title: IRA President

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is made and entered into as of the 1 day of November, 2004 by and between the CITY OF BAINBRIDGE ISLAND, WASHINGTON, a municipal corporation (the **"City"**), and Sonja Christopherson (**"Subtenant"**).

## RECITALS

A. The City owns a Membership in the Islander Residents Association (the "Association"), a non-profit corporation organized and existing for purposes of owning and operating through its agent; Housing Resources Board, the Islander Manufactured Home ("Islander"), which Membership is appurtenant to a manufactured home lot in Islander, which lot is legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises").

B. As a Member of the Association, the City has entered into a Proprietary Lease with the Association, dated November 1, 2004 (the "Lease"), whereby the City is leasing from the Association the Premises. A copy of the Lease is attached hereto, marked Exhibit "B" and incorporated herein by this reference.

C. Pursuant to the Lease, the Restated Articles of Incorporation of the Association (the "Articles") and the Bylaws of the Association, the City is authorized to sublease the Premises.

D. The City desires to sublease the Premises for purposes of providing affordable housing that would not otherwise be available within the City. Towards this end, the City has adopted certain income qualifications that applicants must meet to be eligible to sublease the Premises.

E. Subtenant has submitted to the City an application to sublease the Premises. Based upon the representations of Subtenant, more fully detailed below, the City has determined that Subtenant meets the income qualifications established by the City as a condition to subleasing the Premises, and that Subtenant is otherwise qualified to sublease the Premises.

F. The City desires to sublease the Premises to Subtenant, and Subtenant desires to sublease the Premises from the City, on the terms and conditions set forth in this Sublease and the Lease.

Now, therefore, the parties hereto agree as set forth above and as follows:

1. SUBLEASE. The City hereby subleases the Premises to Subtenant,

and Subtenant hereby subleases the Premises from the City, on the terms and conditions set forth in this Sublease.

2. LEASE. Subtenant acknowledges that the City is leasing the Premises pursuant to the Lease. Subtenant has read the Lease and acknowledges that this Sublease is subject and subordinate to the Lease, and the rights of the Association pursuant thereto. The Association has been notified of this Sublease, and has consented to this Sublease, as evidenced by that Consent to Sublease ("Consent") executed concurrently herewith. A copy of the Consent is attached hereto as Exhibit "D" and incorporated herein by this reference. The Subtenant acknowledges that Subtenant has received copies of the Articles and Bylaws of the Association and has had adequate opportunity to review the same prior to executing this Sublease.

Except as otherwise agreed to in writing by the City, which writing shall be attached as an Addendum to this Sublease, Subtenant will perform, observe and comply with all obligations of the City pursuant to the Lease which are to be performed during the term of this Sublease; provided, however, that Subtenant will not be liable for any breach of the Lease directly caused by the City.

3. TERM. The term of this Sublease shall begin Nov. 1 (the "Effective Date") and shall continue until (i) terminated by either party in accordance with this Sublease or (ii) upon expiration or termination of the City's interest in the Premises under Lease, whichever occurs first.

4. RENT. As rent, Subtenant shall pay to the Islander Residents Association, through the City's agent; Housing Resources Board, the monthly Maintenance Fee assessed against the Premises by the Association pursuant to the Lease, Articles and Bylaws, whether such Maintenance Fee amount reflects the Stated Rent or the Non-default Rent, as such Maintenance Fee may be increased by the Association from time to time. In addition, Subtenant shall be solely responsible for, and shall timely pay, any and all additional charges, fees or assessments which may be assessed against the Premises by the Association from time to time under the Lease, Articles and Bylaws. All Maintenance Fees, charges, fees, and assessments for which Subtenant is responsible hereunder shall be collectively called "Rent" herein.

The City shall have the right to increase the Rent, in the City's sole discretion, upon ninety (90) days' written notice to Subtenant; provided, however, that the City shall not increase the Rent more than once every 360 days; and provided, further that the City shall not increase the monthly Rent by more than eight percent (8%) of the monthly Rent charged during the year immediately preceding the increase.

5. USE. Subtenant shall use and occupy the Premises for the purpose of locating and maintaining a manufactured home upon the Premises, to be owned and used by Subtenant as Subtenant's primary residence. For purposes of this Sublease, and unless otherwise agreed to by the parties, the manufactured home shall be deemed to be Subtenant's "primary residence" so

long as Subtenant (or at least one of the Subtenants, in the event that this Sublease is executed jointly by two persons) is not absent from the Premises for more than thirty (30) consecutive days or more than sixty (60) total days in any calendar year. Subtenant shall be deemed to own the home even if Subtenant is currently financing the home through a lender. The use by Subtenant shall fully comply with the Articles, Bylaws and Lease.

6. INCOME QUALIFICATION. At all times during this Sublease, Subtenant's total median household income shall not exceed eighty percent (80%) of the median household income as calculated and published each year by the United States Department of Housing and Urban Development for the [Kitsap County] Statistical Area, as adjusted for household size. To assist the City in monitoring Subtenant's income qualification, Subtenant shall provide the City's agent, Housing Resources Board with a true and correct copy of any and all income tax filings and related records filed by Subtenant for each calendar year during the term of this Sublease. Subtenant shall deliver a copy of such tax filings to the City's agent, Housing Resources Board within thirty (30) days of such filings.

Notwithstanding the income qualification requirements set forth in this Paragraph 6, the City may, in its sole discretion, waive such requirements for any calendar year(s), if the City determines that such waiver is justified by the particular circumstances; provided, however, that such waiver shall not be construed to limit, restrict or otherwise compromise the City's right to enforce the income qualification requirements in any subsequent calendar year.

7. PREMISES SUBLEASED "AS IS". The Premises is subleased to Subtenant "as is" in the condition now existing, with all faults and defects, latent or patent, and with no alteration or other work to be performed by the Association or the City. Upon the expiration or termination of this Sublease, Subtenant shall quit and surrender the Premises in the same condition as of the date hereof, ordinary wear and tear, and damage by fire or casualty excepted.

8. MAINTENANCE, REPAIRS AND ALTERATIONS. Subtenant will, during the term of this Sublease, at its cost and expense, maintain the Premises and the manufactured home located thereon in their present condition, make all necessary or customary repairs to the Premises and the manufactured home, and perform all maintenance or repairs of the Premises and the manufactured home required by the Lease. Subtenant will make no alterations to the Premises without the prior written consent of the City through its agent; Housing Resources Board and, when required by the Lease, the Association.

9. LIENS. Except as expressly consented to in writing by the City and the Association, Subtenant shall keep the Premises free from any and all liens, including those relating to financing of the manufactured home located

upon the Premises and/or arising out of any work performed or materials furnished at Subtenant's request or obligations incurred by Subtenant; provided, however, that, if the City approves the proposed financing and/or lien under this Sublease, Subtenant shall have the same subordination rights as other tenants of the Association, as set forth more fully in Article 3.7 of the Bylaws. Subtenant will defend, indemnify and hold the City, its agent; Housing Resources Board and the Association harmless from all causes of action, loss, damage and expense, including reasonable attorney's fees, which may arise from any such lien.

10. INDEMNITY. Subtenant will indemnify, defend and hold the City, its agent; Housing Resources Board and the Association harmless from all causes of action, loss, damages and expenses including reasonable attorney's fees, which may arise from any acts, events or omissions occurring in, on or about the Premises to the extent such action, loss, damage or expense results from an act, omission or negligence of Subtenant or Subtenant's guests, licensees, agents, invitees or employees.

11. INSURANCE. During the term of the Sublease, Subtenant will maintain, at its sole cost and expense, a homeowner's (or similar) insurance policy in an amount no less than the replacement value of the Premises and the manufactured home located thereon. And provide to the City's agent; Housing Resources Board a copy of the required insurance.

12. SUBTENANT'S DEFAULT. Any of the following will constitute a default by Subtenant under this Sublease:

a. Subtenant's failure to pay Rent as required by this Sublease.

b. Subtenant's failure to maintain and occupy the Premises as Subtenant's primary residence, as defined in this Sublease.

c. Subtenant's assignment or subletting of the Premises in violation of this Sublease.

d. Subtenant's vacation or abandonment of the Premises. For purposes of this Sublease, Subtenant shall be deemed to have vacated or abandoned the Premises if Subtenant quits the Premises for more than thirty (30) consecutive days without the knowledge and consent of the City.

e. Subtenant's violation of or failure to perform any of the covenants, obligations or responsibilities set forth in the Articles, Bylaws or Lease.

f. Subtenant's failure to meet the standards and income qualifications set forth in this Sublease.

g. Subtenant is convicted under a federal, state or local law of a crime based upon an act which the City or the Association determines threatens or compromises the health, safety or welfare of the other residents of Islander.

h. Subtenant engages in any egregious and objectionable behaviour or conduct, or violates the Bylaws, Articles or Sublease or any rules relating to residency in Islander which jeopardizes the orderly operation of Islander, Islander's reputation or the peaceful living of other residents of Islander.

i. Subtenant defaults under any security agreement, pledge or leasehold mortgage given to a secured party, as permitted by this Sublease.

13. REMEDIES FOR SUBTENANT DEFAULT. Upon occurrence of a default by Subtenant, and if such default is not cured by Subtenant within ten (10) days (with respect to paragraph 12a and 12h,), or thirty (30) days (with respect to paragraphs 12b - 12g and 12i) following written notice thereof, the City shall have the right in accordance with applicable law to terminate this Sublease, retake possession of the Premises, and recover from Subtenant all damages caused by Subtenant's default; provided however, that, with respect to paragraph 12h, if Subtenant's conduct or behaviour is deemed by the City constitute a direct threat to the safety of any Islander resident or official, or to otherwise create an emergency situation or substantially harm the City's interest, the City in its discretion may immediately declare Subtenant to be in default and shall deliver through the city's agent, Housing Resources Board, written notice of such determination. Under such circumstances, the Subtenant shall not be entitled to any additional notice or cure periods and the default remedies provided herein shall be immediately available to the City. Additionally, if Subtenant receives three (3) or more written notices of default, the City may terminate this Sublease upon any such written notice of default without affording Subtenant any cure period and the City shall be entitled to the remedies set forth herein.

As set forth more fully in the Lease and the Consent to Sublease of the Premises executed by Subtenant, the City and the Association, the Association shall also have the right to terminate this Sublease in accordance with Article 10 of the Bylaws.

14. TERMINATION OF SUBLEASE BY SUBTENANT.

Subtenant may terminate this Sublease at any time upon thirty (30) days written notice to the City's agent; Housing Resources Board. Subtenant shall be responsible for Rent, on a prorated basis, up to the date of termination and/or Subtenant's vacation of the Premises, whichever occurs later. If Subtenant terminates this Sublease without providing the 30 day notice required herein, Subtenant shall be responsible for all Rent which accrues within the notice period.

15. REMOVAL OF MANUFACTURED HOME UPON TERMINATION. Upon termination of this Sublease, the Subtenant shall remove the Subtenant's manufactured home from the Premises no later than ten (10) dates after the date of termination of the Lease unless the manufactured home is sold to a third party who executes a Sublease for the Premises with the City's agent, Housing Resources Board.

16. NO ASSIGNMENT OR SUBLETTING. Subtenant may not, voluntarily, involuntarily or by operation of law, assign its interest under this Sublease or sublet all or any portion of the Premises.

17. VOTING PROXY. In conjunction with this Sublease, the City shall assign to Subtenant a voting proxy, in substantially similar form as that set forth in **Exhibit "C"** attached hereto and incorporated by this reference (the "Proxy"). Pursuant to such proxy, Subtenant shall have the voting right associated with the City's Membership appurtenant to the Premises (as set forth in the Articles and Bylaws), subject to the limitations set forth in this Sublease and the Proxy. Notwithstanding the Proxy, the City expressly retains the right to vote on any matter that the City determines, in the City's sole discretion, affects or potentially affects its Membership interest and/or its leasehold interests in the Premises. Upon the City's receipt of notice of any membership meeting at which a member vote shall be taken, the City may elect to exercise its right to vote by providing Subtenant, at least three (3) hours prior to such vote, written notice of the City's election to vote in lieu of Subtenant. Upon Subtenant's receipt of such notice, Subtenant shall refrain from voting on any matter that is the subject of the City's notice, and any vote cast by Subtenant in violation of this Paragraph 16 shall be deemed null and void and shall not be counted by the Association.

Subtenant's Proxy conveyed herein shall automatically extinguish, without further action by the City, upon termination of this Sublease for any reason.

17. TIME OF ESSENCE. Time is of the essence with respect to this Sublease and the performance of each of the provisions of the Sublease.

18. BINDING EFFECT. Except as otherwise provided in this Sublease, this Sublease will be binding upon the parties and their heirs, personal representatives, successors and permitted assigns.

19. AMENDMENTS. This Sublease may be amended only by a

written instrument executed by the party against whom enforcement is sought.

20. NOTICES. All notices or other communications required or permitted by this Sublease must be in writing and will be deemed to have been duly given when personally delivered to the party for whom such notice was intended or upon actual receipt if sent by facsimile or at the expiration of the third day after the date of deposit if deposited in the United States Mail, postage prepaid, certified or registered, return receipt requested.

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

22. NONWAIVER. The waiver by any party of a breach or violation of any provision of this Sublease will not operate and may not be construed as a waiver of any other provision or any subsequent breach of this same provision. No waiver will be binding unless executed in writing by the party making the waiver.

23. GOVERNING LAW. This Sublease Agreement will be governed by and construed in accordance with the laws of the State of Washington. Venue for any dispute arising hereunder shall be Kitsap County, Washington.

24. ATTORNEYS FEES. The prevailing party in any arbitration or judicial proceeding relating to this Sublease shall be entitled to its reasonable attorney's fees in addition to its costs and expenses, whether incurred at arbitration, at trial or on appeal.

25. ENTIRE AGREEMENT. This Sublease and the Lease set forth entire understanding of the parties with respect to the subject matter of this Sublease and supercede any and all prior and contemporaneous negotiations, understandings and agreements.

Dated and effective as of the date and year first above written.

THE CITY:
City of Bainbridge Island, Washington, a municipal corporation:

By: Darlene Kordonowy
Darlene Kordonowy, Mayor
Name: Darlene Kordonowy
Mayor

SUBTENANT:

Sonja Christopherson

Name:

Its:

STATE OF WASHINGTON )
) ss
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Darlene Kordonowy is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the Mayor of City of Bainbridge Island, Washington to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: November 1, 2004

MICHELLE M. FISCHER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 9, 2005

NAME: Michelle M. Fischer
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: June 9, 2005

STATE OF WASHINGTON )
) ss
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Sonja Christopherson and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12-31-2004

NANCY A. CROSS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
9-29-08

NAME: Nancy A. Cross
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 9/29/2008

**RESOLUTION NO. 2010-24**

**A RESOLUTION** declaring seven City-owned shares in the Islander Mobile Home Park to be surplus to the needs of the City of Bainbridge Island and authorizing the sale of such shares as they become available.

**WHEREAS,** in 2003, after 30 years of ownership by a private individual, the Islander Mobile Home Park property, located in downtown Winslow and just north of City Hall, was put up for sale; and

**WHEREAS**, the residents formed the Islander Residents Association, a non-profit corporation with the stated purpose of purchasing the majority of the property and then owning and operating it as a mobile home park in perpetuity (the "Association"); and

**WHEREAS**, the City purchased seven shares in the Association for affordable and income qualified housing purposes (the "City's Shares"), all of which Shares were associated with residents who wanted to remain at the park but were financially unable to purchase a share in the Association; and

**WHEREAS**, on April 21, 2010, City Council passed a motion to authorize the City Manager to initiate the necessary steps to divest the City's interest in one City Share lot which is currently vacant, with the completed process of sale to be used as a model for divestiture of all City interest in the City's Shares as future opportunities arise; and

**WHEREAS**, the City Council wishes to affirm that the City's Shares shall be sold only as they become available, and current residents will be permitted to remain in accordance with the terms of their respective sublease agreements; and

**WHEREAS**, the City has conducted a public hearing on August 25, 2010 regarding the sale of the City's Shares; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Bainbridge Island to declare the City's Shares surplus and authorize their sale as they become available; now, therefore,

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

1. The City's interest in the seven City-share lots at the Islander Mobile Home Park, as evidenced by the Share Certificates attached hereto as Exhibit A and made a part hereof by this reference, is hereby declared surplus to the needs of the City of Bainbridge Island.
2. It is in the best interest of the citizens of Bainbridge Island to sell said surplus City's Shares.
3. The City Council affirms that the City's Shares shall be sold only as current residents choose to vacate and the shares become available, and current residents will be permitted to remain in accordance with the terms of their respective sublease agreements.
4. Given the uniqueness of the nature of the property and the lack of any reliable comparables in the area, the sale price of the City's Shares will be generally calculated based upon the Multiple Listing Service data for

appreciation/depreciation rates of residential real estate in the City, from the date of the City's initial purchase of the City's Shares, which calculation the City generally accepts as a fair and accurate estimate of the "fair market value" of the City's Shares; *provided*, however, that the final sales price may be higher or lower than the MLS data referenced herein by a reasonable factor, dependent upon then-current market conditions and demands, and

5. The City Manager and/or her designee(s) is hereby authorized to take all necessary and appropriate steps to sell and transfer the City's Shares in accordance with applicable federal, state and local law, including negotiation and execution of all contracts, real estate purchase and sale agreements, and other legal documents required to sell the City's Shares, as they become available.

**PASSED** by the City Council this 25th day of August, 2010.

**APPROVED** by the Mayor this 31st day of August 2010.

Bob Scales, Mayor

ATTEST/AUTHENTICATE:

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: July 27, 2010

PASSED BY THE CITY COUNCIL: August 25, 2010

RESOLUTION NO. 2010-24

**EXHIBIT A**

**Copy of Share Certificates**

Certificate Number
43

Lot Number
1

# ISLANDER RESIDENTS ASSOCIATION

A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

This Certifies that City of Bainbridge Island is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number 1 in Islander Mobile Home Park in Bainbridge Island, Washington.

In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this 29th day of October, 2004.

COPY

William [illegible]
PRESIDENT

Carol Koch
SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.



Certificate Number
44

Lot Number
5

# ISLANDER RESIDENTS ASSOCIATION

A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

**This Certifies that** City of Bainbridge Island **is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number** 5 **in Islander Mobile Home Park in Bainbridge Island, Washington. In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this** 29th **day of** October, [illegible].

COPY

William [illegible]
PRESIDENT

Carol Koch
SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.



Certificate Number
45

Lot Number
7

# ISLANDER RESIDENTS ASSOCIATION

A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

**This Certifies that** City of Bainbridge Island **is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number** 7 **in Islander Mobile Home Park in Bainbridge Island, Washington.**

**In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this** 19th **day of** October, 20[illegible]

COPY

William [illegible]
PRESIDENT

Carol Koch
SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.



Certificate Number
46

Lot Number
31

# ISLANDER RESIDENTS ASSOCIATION

A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

**This Certifies that** City of Bainbridge Island **is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number** 31 **in Islander Mobile Home Park in Bainbridge Island, Washington.**

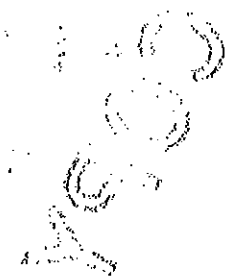
**In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this** 29th **day of** October, 2004.

COPY

William A. Kley
PRESIDENT

Carol Koch
SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.



Certificate Number
47

Lot Number
48

# ISLANDER RESIDENTS ASSOCIATION

A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

This Certifies that City of Bainbridge Island is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number 48 in Islander Mobile Home Park in Bainbridge Island, Washington.

In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this 19th day of October, 20[illegible].

William [illegible]
PRESIDENT

Carol Kocin
SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.



Certificate Number
48

Lot Number
52

# ISLANDER RESIDENTS ASSOCIATION

A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

This Certifies that City of Bainbridge Island is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number 52 in Islander Mobile Home Park in Bainbridge Island, Washington.

In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this 19th day of October, 2004.

PRESIDENT

SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.

Certificate Number
49

Lot Number
77

# ISLANDER RESIDENTS ASSOCIATION
A Washington Non-Profit Corporation

# MEMBERSHIP CERTIFICATE

This Certifies that City of Bainbridge Island is/are Member(s) of Islander Residents Association and is/are entitled to the full benefits and privileges of such Membership in the Corporation, subject to the Articles and Bylaws thereof. This Membership Certificate pertains to lot number 77 in Islander Mobile Home Park in Bainbridge Island, Washington.

In Witness Whereof, the Corporation has caused this certificate to be executed by its duly authorized officers this 29th day of October, 2004.

EXHIBIT 103

William Dooley
PRESIDENT

Carol Koch
SECRETARY

The rights of any holder of this Certificate of Membership are subject to the provisions of the Restated Articles of Incorporation, as they may be amended, and the Bylaws of the Islander Residents Association (the "Association"), as they may be amended, and all the terms, covenants, conditions and provisions of a certain proprietary lease made between the Association, as Lessor, and the person or persons in whose name or names this Certificate is issued, as Lessee, for a manufactured, modular or mobile home lot in Islander Manufactured Home Park, which is owned by the Association and operated as a cooperative, which Articles, Bylaws and proprietary lease, as amended, limit and restrict the title and rights of any transferee of this Certificate, impose a lien on this Certificate to secure payment of assessments, Common Expenses and other sums which may become due to the Association from the holder hereof, and provide for the right of the Association to charge a right of first refusal or transfer fee upon the transfer of the Membership.

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (9:25 PM) Approve Appointment of Deputy City Manager Ellen Schroer as Interim City Manager,

**SUMMARY:** The City' s contract with the current City Manager is expiring at the end of 2020 and the City Manager has announced that she will be leaving City employment at that time. The City is in the process of hiring a new City Manager. This agenda item is for the City Council to appoint the Deputy City Manager, Ellen Schroer, to serve as the Interim City Manager during the transition period between the current City Manager's departure and a new City Manager's employment with the City.

**AGENDA CATEGORY:** Appointment **PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to approve the appointment of Deputy City Manager Ellen Schroer to serve as Interim City Manager for the transition period between the current City Manager and a new City Manager, which transition period will begin on December 11, 2020 and will continue until a new City Manager begins employment with the City.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (9:35 PM) Request from the Race Equity Task Force for Council to Endorse GARE Open Letter Opposing Executive Order Banning Systemic Racism Training - Councilmembers Nassar and Hytopoulos,

**SUMMARY:** The Race Equity Task Force has asked the City Council to endorse the attached open letter opposing the Executive Order banning systemic racism training prepared by GARE.

**AGENDA CATEGORY:** Discussion **PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to authorize the Mayor to sign the letter opposing the Executive Order banning systemic racism training on behalf of the City Council.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

GARE An Open Letter In Support of Meaningful Conversation and Action to Address Systemic Racism in Government and all American Institutions.docx

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# An Open Letter In Support of Meaningful Conversation and Action to Address Systemic Racism in Government and all American Institutions

The overwhelming majority of Americans believe that systemic racism and racial discrimination are a major problem in this country. Even so, the Trump Administration wants to shut down America's growing commitment toward ending racial injustice.

On August 26, 2020 the Department of Justice opened an investigation into the City of Seattle's Race and Social Justice Initiative training. Soon after the Office of Management and Budget issued a memo, followed by an Executive Order issued by the Trump Administration on September 22nd, banning federal agencies and employees and any of its contractors or subcontractors, from conducting any education, programming, or conversations that directly address systemic racism in America.

The eight minutes and 46 second recording of George Floyd's murder brought racism in the United States to the fore. People of all races poured into the streets in all 50 states. Thousands of organizations across the country issued statements that Black Lives Matter. A new national consensus is building up from communities across the country that believe addressing racism and inequality is what our country needs to thrive.

The American people are capable of and want to have conversations about race, not just to talk, but to take action and build stronger communities and multiracial democracy.

Yet we stand today with no accountability for the murder of Breonna Taylor and so many other Black people, while the Trump Administration continuously protects abuse and privilege while denying that systemic racism is behind America racial inequities.

Talking about race in honest and truthful ways within institutions such as local, state and the federal government can lead us to justice and reconciliation. We believe the way to end social division is to heal the wounds that separated us in the first place, not to ignore or deny that they exist. We refuse to allow this Administration, which has proven itself to be dangerously hostile towards people of color, to gaslight us and call anti-racist work "racist."

The Government Alliance on Race and Equity (GARE) is a testament to the power of honest conversation about race and genuine commitment to justice. Over the last six years, GARE has grown to more than 250 jurisdictions committed to racial equity. For much of our history,

governments have caused the harms that have led to segregation and inequity. This is why states, counties, cities and towns across the country have developed plans to take action toward redressing those harms. GARE recognizes that we must address that history of harm to move us all towards a true multiracial democracy.

GARE is joined by a multitude of allies and partners, all committed to working to ensure racial equity in government. This includes efforts across federal agencies by Americans both inside and outside government committed to equity as an American ideal.

After the massacre of Black parishioners at the Emanuel African Methodist Episcopal church in Charleston in 2015, the Reverend Doctor William Barber II said, “The perpetrator has been caught, but the killer is still at large.” The killer is systemic racism, and it threatens the great American project, one that still has a chance and must move us toward equity and democracy.

What makes us American is our ability to fight for justice. At this moment in our story, fighting racism is our most urgent obligation. Talking about and fighting against systemic racism is essential.

We, the undersigned, declare our commitment to dialogue, education, and action to address systemic racism and create a more equitable way forward for all Americans.

? ? ? ? ?, ? ?:

• ? ? ??? ??? ? ?????? ???? ??? ? ? ? ?? ????? ??? ? ’? ??? ? ??? ? ? ????? ? ?

• ? ? ? ? ?? ?? ? ? ? ??? ? ??? ? ? ? ????? ? ? ? ? ?? ’? ? ? ???? ??? ? ??? ?? ? ??? ? ? ? ? 

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (9:45 PM) Agenda Bill for Consent Agenda,

**SUMMARY:** Consider approval of the following Consent Agenda items:

B. Accounts Payable and Payroll
C. Special City Council Meeting Minutes, November 16, 2020
D. City Council Study Session Meeting Minutes, November 17, 2020
E. Regular City Council Business Meeting Minutes, November 24, 2020
F. Ordinance No. 2020-38, Relating to 2020 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance
G. Second Amendment to the Agreement for Provision of Juvenile Detention Facilities - Police
H. Amendment No. 1 to Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation - Public Works
I. Ordinance No. 2020-32 Relating to Speed and Wake Restrictions in Blakely Harbor - Police
J. Confirmation of Appointment to the Planning Commission - Mayor Schneider
K. Appointments to the Lodging Tax Advisory Committee - Mayor Schneider

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

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

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 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:**

AP Report to Council of Cash Disbursements 12-09-20.pdf

Payroll.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

## CHECK RUN: November 23, 2020 - December 7, 2020
## CITY COUNCIL: November 24, 2020 - December 8, 2020

Last check from previous run: 355065 dated 11/25/2020 issued to Ace Hardware for $415.91.

| Payment Type | Check Date | Check Number | Department/Vendor/Description | Amount |
|---|---|---|---|---|
| EFT | 11/25/20 | 414 | WA State DOR/Excise taxes - October 2020 | 27,556.05 |
| ACH | 11/25/20 | 415 | COBI/Utility billing - November 2020 | 2,747.56 |
| ACH | 11/25/20 | 416 | WA State DOL/Firearm permits - November 2020 | 240.00 |
| ACH | 12/2/20 | 417 | US Bank/Debt service payments - December 2020 | 1,271,525.00 |
| VOID | 11/24/20 | 355066 | CenturyLink/Positive Pay error due to holiday - reissue | N/A |
| VOID | 12/9/20 | 355092 | PW/Coral Sales/Munis input error - reissue | N/A |
| Manual | 11/24/20 | 355066 | CenturyLink/Weaver PRV water telemetry - November 2020 | 58.32 |
| Manual | 11/24/20 | 355067 | Puget Sound Energy/Green Power Contract - November 2020 | 849.33 |
| Manual | 11/24/20 | 355068 | PW/Toshiba/Copier lease | 224.23 |
| Manual | 12/2/20 | 355069 | POL,IT/AT&T Mobility/Wireless charges - November 2020 | 1,467.43 |
| Manual | 12/2/20 | 355070 | CenturyLink/Weaver PRV water telemetry - November 2020 | 58.32 |
| Manual | 12/2/20 | 355071 | PCD,ENG/Framework/Island Center subarea planning | 9,732.26 |
| Manual | 12/2/20 | 355072 | POL/Toshiba/Copier lease | 234.42 |
| Manual | 12/2/20 | 355073 | WA Water Service/Decant facility water - November 2020 | 169.76 |
| | | | **Total Manual Checks and Electronic Disbursements** | **1,314,862.68** |
| Regular Run | 12/9/20 | 355074-355137 | **Total Regular Check Run** | **487,353.53** |
| | | | **Total Disbursements** | **1,802,216.21** |
| Retainage Release | N/A | N/A | | N/A |
| Travel Advance | N/A | N/A | | N/A |

Prepared and Reviewed by _____Carrie Freitas, Senior Accounting Technician

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

Karl R. Shaw

12/2/2020

Karl R. Shaw, Accounting Manager — Date





CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| 414 | 11/25/2020 | MANL | 124 | WA ST DEPT OF REVENU | 244374 | PCT20 | 11/24/2020 | | EFT-1020 | 27,556.05 |
| Invoice: PCT20 | | | | | | OCT 2020 EXCISE | | | | |
| | | | | | 1,227.70 | 91411341 553000 | FINANCE - WATER EXTRNL TAXES | | | |
| | | | | | 1,182.16 | 91421351 553000 | FINANCE - SEWER - EXTRNL TAXES | | | |
| | | | | | 4,340.88 | 91421351 553000 | FINANCE - SEWER - EXTRNL TAXES | | | |
| | | | | | 37.46 | 91411341 553000 | FINANCE - WATER EXTRNL TAXES | | | |
| | | | | | 14,140.69 | 91431383 553000 | FINANCE - SSWM - EXTRNL TAXES | | | |
| | | | | | 4,307.19 | 91411341 553000 | FINANCE - WATER EXTRNL TAXES | | | |
| | | | | | 444.99 | 91421351 553000 | FINANCE - SEWER - EXTRNL TAXES | | | |
| | | | | | 7.31 | 31011572 53110001069 | COVID19-SUPPLIES | | | |
| | | | | | 1.70 | 63470586 544000 | CUR-DEV-ZONING-ADV | | | |
| | | | | | 1.96 | 63470586 544000 | CUR-DEV-ZONING-ADV | | | |
| | | | | | 1.03 | 63470586 544000 | CUR-DEV-ZONING-ADV | | | |
| | | | | | 42.75 | 73637942 531100 | INT'L AQUATECH R&M-SUPPLIES | | | |
| | | | | | 56.70 | 73111427 531100 | OFFICE SUPPLIES | | | |
| | | | | | 48.42 | 72431832 54245000809 | WTR QUAL & FLOW MONIT-OUTREACH | | | |
| | | | | | 312.51 | 73011183 531100 | O&M-C/E-CH FAC-SUPPLIES | | | |
| | | | | | 40.50 | 73111252 54810001000 | 2019 STORM RESP-STRT-REPAIRS | | | |
| | | | | | 408.90 | 73111266 548100 | REPAIRS & MAINTENANCE | | | |
| | | | | | 61.20 | 73111423 548100 | REPAIRS & MAINTENANCE | | | |
| | | | | | 126.15 | 73111427 531100 | OFFICE SUPPLIES | | | |
| | | | | | 700.99 | 73111427 548100 | O&M-ACCESS RDSIDE R&M | | | |
| | | | | | 55.85 | 73637945 531100 | O&M ALLOC-SWEEPER-SUPPLIES | | | |
| | | | | | 9.01 | 73637958 531100 | ROADSIDE MOWER ALLOC-SUPPLIES | | | |
| | | | | | | | | CHECK | 414 TOTAL: | 27,556.05 |
| | | | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | 27,556.05 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL MANUAL CHECKS | 1 | 27,556.05 |

*** GRAND TOTAL *** 27,556.05

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 11 234 | | | | | | | | | |
| APP 401-213000 | | | | | ACCOUNTS PAYABLE | | | 5,572.35 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 27,556.05 |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 402-213000 | | | | | ACCOUNTS PAYABLE | | | 5,968.03 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 403-213000 | | | | | ACCOUNTS PAYABLE | | | 14,189.11 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 001-213000 | | | | | GENERAL - ACCOUNTS PAYABLE | | | 319.82 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 407-213000 | | | | | ACCOUNTS PAYABLE | | | 4.69 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 631-213000 | | | | | ACCOUNTS PAYABLE | | | 107.61 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 101-213000 | | | | | STREETS - ACCOUNTS PAYABLE | | | 1,394.44 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 27,556.05 | 27,556.05 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 27,448.44 | |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| APP 401-130000 | | | | | DUE TO/FROM CLEARING | | | | 5,572.35 |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| APP 402-130000 | | | | | DUE TO/FROM CLEARING | | | | 5,968.03 |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| APP 403-130000 | | | | | DUE TO/FROM CLEARING | | | | 14,189.11 |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| APP 001-130000 | | | | | GENERAL - DUE TO/FROM CLEARING | | | | 319.82 |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| APP 407-130000 | | | | | DUE TO/FROM CLEARING | | | | 4.69 |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| APP 101-130000 | | | | | STREETS - DUE TO/FROM CLEARING | | | | 1,394.44 |
| 11/25/2020 | EFT-1020 | EXCISE | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 27,448.44 | 27,448.44 |
| | | | | | JOURNAL 2020/11/234 TOTAL | | | 55,004.49 | 55,004.49 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 001 GENERAL FUND | 2020 11 | 234 | 11/25/2020 | | |
| 001-130000 | | | GENERAL - DUE TO/FROM CLEARING | | 319.82 |
| 001-213000 | | | GENERAL - ACCOUNTS PAYABLE | 319.82 | |
| | | | FUND TOTAL | 319.82 | 319.82 |
| 101 STREET FUND | 2020 11 | 234 | 11/25/2020 | | |
| 101-130000 | | | STREETS - DUE TO/FROM CLEARING | | 1,394.44 |
| 101-213000 | | | STREETS - ACCOUNTS PAYABLE | 1,394.44 | |
| | | | FUND TOTAL | 1,394.44 | 1,394.44 |
| 401 WATER OPERATING FUND | 2020 11 | 234 | 11/25/2020 | | |
| 401-130000 | | | DUE TO/FROM CLEARING | | 5,572.35 |
| 401-213000 | | | ACCOUNTS PAYABLE | 5,572.35 | |
| | | | FUND TOTAL | 5,572.35 | 5,572.35 |
| 402 SEWER OPERATING FUND | 2020 11 | 234 | 11/25/2020 | | |
| 402-130000 | | | DUE TO/FROM CLEARING | | 5,968.03 |
| 402-213000 | | | ACCOUNTS PAYABLE | 5,968.03 | |
| | | | FUND TOTAL | 5,968.03 | 5,968.03 |
| 403 STORM & SURFACE WATER FUND | 2020 11 | 234 | 11/25/2020 | | |
| 403-130000 | | | DUE TO/FROM CLEARING | | 14,189.11 |
| 403-213000 | | | ACCOUNTS PAYABLE | 14,189.11 | |
| | | | FUND TOTAL | 14,189.11 | 14,189.11 |
| 407 BUILDING & DEVELOPMENT FUND | 2020 11 | 234 | 11/25/2020 | | |
| 407-130000 | | | DUE TO/FROM CLEARING | | 4.69 |
| 407-213000 | | | ACCOUNTS PAYABLE | 4.69 | |
| | | | FUND TOTAL | 4.69 | 4.69 |
| 631 CLEARING FUND | 2020 11 | 234 | 11/25/2020 | | |
| 631-130000 | | | DUE TO/FROM CLEARING | 27,448.44 | |
| 631-213000 | | | ACCOUNTS PAYABLE | 107.61 | |
| 635-111100 | | | CASH | | 27,556.05 |
| | | | FUND TOTAL | 27,556.05 | 27,556.05 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 001 | GENERAL FUND | | 319.82 |
| 101 | STREET FUND | | 1,394.44 |
| 401 | WATER OPERATING FUND | | 5,572.35 |
| 402 | SEWER OPERATING FUND | | 5,968.03 |
| 403 | STORM & SURFACE WATER FUND | | 14,189.11 |
| 407 | BUILDING & DEVELOPMENT FUND | | 4.69 |
| 631 | CLEARING FUND | 27,448.44 | |
| | TOTAL | 27,448.44 | 27,448.44 |

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





CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | INVOICE DTL DESC | | | |
| 415 | 11/25/2020 | MANL | 103 | CITY OF BAINBRIDGE I | 244375 | 13005NOV20 | 11/01/2020 | | ACH-UB11 | 446.42 |
| | Invoice: 13005NOV20 | | | | | | 309 SHANNON DR | | | |
| | | | | | 446.42 | 91011768 547500 | GG-C/E-PARKS-WTR/SWR | | | |
| | | | | | 244376 | 13006NOV20 | 11/01/2020 | | ACH-UB11 | 574.35 |
| | Invoice: 13006NOV20 | | | | | | 309 SHANNON DR DOCK | | | |
| | | | | | 574.35 | 91011768 547500 | GG-C/E-PARKS-WTR/SWR | | | |
| | | | | | 244377 | 10461NOV20 | 11/01/2020 | | ACH-UB11 | 754.71 |
| | Invoice: 10461NOV20 | | | | | | 289 SHANNON DR | | | |
| | | | | | 754.71 | 91011768 547500 | GG-C/E-PARKS-WTR/SWR | | | |
| | | | | | 244378 | 10463NOV20 | 11/01/2020 | | ACH-UB11 | 521.70 |
| | Invoice: 10463NOV20 | | | | | | 370 BRIEN DR | | | |
| | | | | | 521.70 | 91011755 547500 | GG-C/E-COMMONS-WTR/SWR | | | |
| | | | | | 244379 | 10464NOV20 | 11/01/2020 | | ACH-UB11 | 410.37 |
| | Invoice: 10464NOV20 | | | | | | 402 BRIEN DR | | | |
| | | | | | 410.37 | 91011755 547500 | GG-C/E-COMMONS-WTR/SWR | | | |
| | | | | | 244380 | 11573NOV20 | 11/01/2020 | | ACH-UB11 | 40.01 |
| | Invoice: 11573NOV20 | | | | | | 5350 CREOSOTE PL NE | | | |
| | | | | | 40.01 | 91011768 547500 | GG-C/E-PARKS-WTR/SWR | | | |
| | | | | | | | | CHECK | 415 TOTAL: | 2,747.56 |

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 2,747.56

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL MANUAL CHECKS | 1 | 2,747.56 |

*** GRAND TOTAL *** 2,747.56

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 11 235 | | | | | | | | | |
| APP 001-213000 | | | | | GENERAL - ACCOUNTS PAYABLE | | | 2,747.56 | |
| 11/25/2020 | ACH-UB11 | UB | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 2,747.56 |
| 11/25/2020 | ACH-UB11 | UB | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 2,747.56 | 2,747.56 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 2,747.56 | |
| 11/25/2020 | ACH-UB11 | UB | | | | | | | |
| APP 001-130000 | | | | | GENERAL - DUE TO/FROM CLEARING | | | | 2,747.56 |
| 11/25/2020 | ACH-UB11 | UB | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 2,747.56 | 2,747.56 |
| | | | | | JOURNAL 2020/11/235 TOTAL | | | 5,495.12 | 5,495.12 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 001 GENERAL FUND | 2020 11 | 235 | 11/25/2020 | | |
| 001-130000 | | | GENERAL - DUE TO/FROM CLEARING | | 2,747.56 |
| 001-213000 | | | GENERAL - ACCOUNTS PAYABLE | 2,747.56 | |
| | | | FUND TOTAL | 2,747.56 | 2,747.56 |
| 631 CLEARING FUND | 2020 11 | 235 | 11/25/2020 | | |
| 631-130000 | | | DUE TO/FROM CLEARING | 2,747.56 | |
| 635-111100 | | | CASH | | 2,747.56 |
| | | | FUND TOTAL | 2,747.56 | 2,747.56 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 001 | GENERAL FUND | | 2,747.56 |
| 631 | CLEARING FUND | 2,747.56 | |
| | TOTAL | 2,747.56 | 2,747.56 |

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

ACH-FA NOV 2020
11/24/2020

CF



CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| 416 | 11/25/2020 | MANL | 969 | DEPARTMENT OF LICENS | 244381 | NOV20 FA | 11/21/2020 | | ACH-FA11 | 240.00 |
| | Invoice: NOV20 FA | | | | | | | | | |
| | | | | | 240.00 | 41654860 586000 | NOV 2020 CPL GUN PERMIT OUT | | | |
| | | | | | | | | CHECK | 416 TOTAL: | 240.00 |
| | | | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | 240.00 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL MANUAL CHECKS | 1 | 240.00 |

*** GRAND TOTAL *** 240.00

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 11 236 | | | | | | | | | |
| APP 650-213000 | | | | | ACCOUNTS PAYABLE | | | 240.00 | |
| 11/25/2020 | ACH-FA11 | FA | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 240.00 |
| 11/25/2020 | ACH-FA11 | FA | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 240.00 | 240.00 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 240.00 | |
| 11/25/2020 | ACH-FA11 | FA | | | | | | | |
| APP 650-130000 | | | | | DUE TO/FROM CLEARING | | | | 240.00 |
| 11/25/2020 | ACH-FA11 | FA | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 240.00 | 240.00 |
| | | | | | JOURNAL 2020/11/236 TOTAL | | | 480.00 | 480.00 |

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 631 CLEARING FUND | 2020 11 | 236 | 11/25/2020 | | | |
| 631-130000 | | | DUE TO/FROM CLEARING | | 240.00 | |
| 635-111100 | | | CASH | | | 240.00 |
| | | | | FUND TOTAL | 240.00 | 240.00 |
| 650 AGENCY FUND | 2020 11 | 236 | 11/25/2020 | | | |
| 650-130000 | | | DUE TO/FROM CLEARING | | | 240.00 |
| 650-213000 | | | ACCOUNTS PAYABLE | | 240.00 | |
| | | | | FUND TOTAL | 240.00 | 240.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 631 | CLEARING FUND | 240.00 | |
| 650 | AGENCY FUND | | 240.00 |
| | TOTAL | 240.00 | 240.00 |

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





CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | INVOICE DTL DESC | | | |
| 417 | 12/02/2020 | MANL | 8330 | US BANK | 244499 | 1663239 | 10/09/2020 | | ACHDBTSV | 565,200.00 |
| Invoice: 1663239 | | | | | | | DEC 1 DEBT SVC '13 - P&I | | | |
| | | | | | 520,000.00 | 91247189 771000 | 2013 REFI-PRIN REDEMP | | | |
| | | | | | 45,200.00 | 91247289 783000 | 2013 REFI-INTEREST | | | |
| | | | | | 244500 | 1663778 | 10/09/2020 | | ACHDBTSV | 298,700.00 |
| Invoice: 1663778 | | | | | | | DEC 1 DEBT SVC '11 - P&I | | | |
| | | | | | 235,000.00 | 91422235 77100000086 | WWTP 2011 LTGO-PRIN REDEMPT | | | |
| | | | | | 63,700.00 | 91422923 78300000086 | WWTP 2011 LTGO & 2PWTF INT EXP | | | |
| | | | | | 244501 | 1664184 | 10/09/2020 | | ACHDBTSV | 49,700.00 |
| Invoice: 1664184 | | | | | | | BAILTGOREF19 DEBT SVC - INT | | | |
| | | | | | 49,700.00 | 91249276 783000 | 2019 REF BONDS-INTEREST | | | |
| | | | | | 244502 | 1664222 | 10/09/2020 | | ACHDBTSV | 357,925.00 |
| Invoice: 1664222 | | | | | | | BAILTGO19 DEBT SVC - P&I | | | |
| | | | | | 220,000.00 | 91248121 77100000724 | PD/COURT BLDG-PRINCIPLE | | | |
| | | | | | 137,925.00 | 91248221 78300000724 | PD/COURT BLDG-INTEREST | | | |
| | | | | | | | | CHECK | 417 TOTAL: | 1,271,525.00 |

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,271,525.00

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL MANUAL CHECKS | 1 | 1,271,525.00 |

*** GRAND TOTAL *** 1,271,525.00

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 12 26 | | | | | | | | | |
| APP 201-213000 | | | | | ACCOUNTS PAYABLE | | | 972,825.00 | |
| 12/01/2020 | ACHDBTSV | DBTSVC | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 1,271,525.00 |
| 12/01/2020 | ACHDBTSV | DBTSVC | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 402-213000 | | | | | ACCOUNTS PAYABLE | | | 298,700.00 | |
| 12/01/2020 | ACHDBTSV | DBTSVC | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 1,271,525.00 | 1,271,525.00 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 1,271,525.00 | |
| 12/01/2020 | ACHDBTSV | DBTSVC | | | | | | | |
| APP 201-130000 | | | | | DUE TO/FROM CLEARING | | | | 972,825.00 |
| 12/01/2020 | ACHDBTSV | DBTSVC | | | | | | | |
| APP 402-130000 | | | | | DUE TO/FROM CLEARING | | | | 298,700.00 |
| 12/01/2020 | ACHDBTSV | DBTSVC | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 1,271,525.00 | 1,271,525.00 |
| | | | | | JOURNAL 2020/12/26 TOTAL | | | 2,543,050.00 | 2,543,050.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 201 GO BOND FUND | 2020 12 | 26 | 12/01/2020 | | | |
| 201-130000 | | | DUE TO/FROM CLEARING | | | 972,825.00 |
| 201-213000 | | | ACCOUNTS PAYABLE | | 972,825.00 | |
| | | | | FUND TOTAL | 972,825.00 | 972,825.00 |
| 402 SEWER OPERATING FUND | 2020 12 | 26 | 12/01/2020 | | | |
| 402-130000 | | | DUE TO/FROM CLEARING | | | 298,700.00 |
| 402-213000 | | | ACCOUNTS PAYABLE | | 298,700.00 | |
| | | | | FUND TOTAL | 298,700.00 | 298,700.00 |
| 631 CLEARING FUND | 2020 12 | 26 | 12/01/2020 | | | |
| 631-130000 | | | DUE TO/FROM CLEARING | | 1,271,525.00 | |
| 635-111100 | | | CASH | | | 1,271,525.00 |
| | | | | FUND TOTAL | 1,271,525.00 | 1,271,525.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 201 | GO BOND FUND | | 972,825.00 |
| 402 | SEWER OPERATING FUND | | 298,700.00 |
| 631 | CLEARING FUND | 1,271,525.00 | |
| | TOTAL | 1,271,525.00 | 1,271,525.00 |

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

VOID
11/30/2020 CF

11/30/2020

munis a tyler erp solution

11/30/2020 07:43 | CITY OF BAINBRIDGE ISLAND | P 1
cfreitas | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| 355066 | 11/24/2020 | VOID | 551 | CENTURYLINK | 244382 | 6124NOV20 | 11/16/2020 | | | -58.32 |
| Invoice: 6124NOV20 | | | | | -58.32 | 91411891 542100 | WEAVER PRV WATER TELEM GG-WTR-FAC-PHONE | | | |
| | | | | | | | | CHECK 355066 TOTAL: | | -58.32 |
| | | | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | -58.32 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL VOIDED CHECKS | 1 | 58.32 |

*** GRAND TOTAL *** -58.32

Positive pay was not done in time and this check was rejected by the bank. Void for reissue.

Also, positive pay notice from bank came in on Friday, Nov. 27 which was a City holiday but not a bank holiday.

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 11 254 | | | | | | | | | |
| APP 401-213000 | | | | | ACCOUNTS PAYABLE | | | | 58.32 |
| 11/30/2020 | 355066 | VOID | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | 58.32 | |
| 11/30/2020 | 355066 | VOID | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 58.32 | 58.32 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | | 58.32 |
| 11/30/2020 | M112420 | VOID | | | | | | | |
| APP 401-130000 | | | | | DUE TO/FROM CLEARING | | | 58.32 | |
| 11/30/2020 | M112420 | VOID | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 58.32 | 58.32 |
| | | | | | JOURNAL 2020/11/254 TOTAL | | | 116.64 | 116.64 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 401 WATER OPERATING FUND | 2020 11 | 254 | 11/30/2020 | | | |
| 401-130000 | | | DUE TO/FROM CLEARING | | 58.32 | |
| 401-213000 | | | ACCOUNTS PAYABLE | | | 58.32 |
| | | | | FUND TOTAL | 58.32 | 58.32 |
| 631 CLEARING FUND | 2020 11 | 254 | 11/30/2020 | | | |
| 631-130000 | | | DUE TO/FROM CLEARING | | | 58.32 |
| 635-111100 | | | CASH | | 58.32 | |
| | | | | FUND TOTAL | 58.32 | 58.32 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 401 | WATER OPERATING FUND | | 58.32 |
| 631 | CLEARING FUND | 58.32 | |
| | TOTAL | 58.32 | 58.32 |

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





11/24/2020 11:58 | CITY OF BAINBRIDGE ISLAND | P 1
cfreitas | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| 355066 | 11/24/2020 | PRTD | 551 | CENTURYLINK | 244382 | 6124NOV20 | 11/16/2020 | | M112420 | 58.32 |
| Invoice: 6124NOV20 | | | | | | | WEAVER PRV WATER TELEM | | | |
| | | | | | 58.32 | 91411891 542100 | GG-WTR-FAC-PHONE | | | |
| | | | | | | | CHECK | 355066 TOTAL: | | 58.32 |
| 355067 | 11/24/2020 | PRTD | 1205 | PUGET SOUND ENERGY | 244383 | 4376NOV20 | 11/18/2020 | | M112420 | 849.33 |
| Invoice: 4376NOV20 | | | | | | | NOV 2020 GREEN POWER CONTRACT | | | |
| | | | | | 849.33 | 91011189 547101 | ELECTRIC-GREEN POWER | | | |
| | | | | | | | CHECK | 355067 TOTAL: | | 849.33 |
| 355068 | 11/24/2020 | PRTD | 6714 | TOSHIBA FINANCIAL SE | 244384 | 28182498 | 11/13/2020 | | M112420 | 224.23 |
| Invoice: 28182498 | | | | | | | PW/COPIER LEASE | | | |
| | | | | | 224.23 | 73637891 545000 | RENTS & LEASES - OPERATING | | | |
| | | | | | | | CHECK | 355068 TOTAL: | | 224.23 |
| | | | | | | NUMBER OF CHECKS 3 | *** CASH ACCOUNT TOTAL *** | | | 1,131.88 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 3 | 1,131.88 |

*** GRAND TOTAL *** 1,131.88

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 11 233 | | | | | | | | | |
| APP 401-213000 | | | | | ACCOUNTS PAYABLE | | | 58.32 | |
| 11/24/2020 | M112420 | 112420 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 1,131.88 |
| 11/24/2020 | M112420 | 112420 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 001-213000 | | | | | GENERAL - ACCOUNTS PAYABLE | | | 849.33 | |
| 11/24/2020 | M112420 | 112420 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 631-213000 | | | | | ACCOUNTS PAYABLE | | | 224.23 | |
| 11/24/2020 | M112420 | 112420 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 1,131.88 | 1,131.88 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 907.65 | |
| 11/24/2020 | M112420 | 112420 | | | | | | | |
| APP 401-130000 | | | | | DUE TO/FROM CLEARING | | | | 58.32 |
| 11/24/2020 | M112420 | 112420 | | | | | | | |
| APP 001-130000 | | | | | GENERAL - DUE TO/FROM CLEARING | | | | 849.33 |
| 11/24/2020 | M112420 | 112420 | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 907.65 | 907.65 |
| | | | | | JOURNAL 2020/11/233 TOTAL | | | 2,039.53 | 2,039.53 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 001 GENERAL FUND | 2020 11 | 233 | 11/24/2020 | | |
| 001-130000 | | | GENERAL - DUE TO/FROM CLEARING | | 849.33 |
| 001-213000 | | | GENERAL - ACCOUNTS PAYABLE | 849.33 | |
| | | | FUND TOTAL | 849.33 | 849.33 |
| 401 WATER OPERATING FUND | 2020 11 | 233 | 11/24/2020 | | |
| 401-130000 | | | DUE TO/FROM CLEARING | | 58.32 |
| 401-213000 | | | ACCOUNTS PAYABLE | 58.32 | |
| | | | FUND TOTAL | 58.32 | 58.32 |
| 631 CLEARING FUND | 2020 11 | 233 | 11/24/2020 | | |
| 631-130000 | | | DUE TO/FROM CLEARING | 907.65 | |
| 631-213000 | | | ACCOUNTS PAYABLE | 224.23 | |
| 635-111100 | | | CASH | | 1,131.88 |
| | | | FUND TOTAL | 1,131.88 | 1,131.88 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 001 | GENERAL FUND | | 849.33 |
| 401 | WATER OPERATING FUND | | 58.32 |
| 631 | CLEARING FUND | 907.65 | |
| | TOTAL | 907.65 | 907.65 |

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





12/02/2020 08:56 | CITY OF BAINBRIDGE ISLAND | P 1
cfreitas | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| 355069 | 12/02/2020 | PRTD | 6420 | AT&T MOBILITY | 244398 | 287287004732X111920 | 11/11/2020 | M120220 | | 1,467.43 |
| | Invoice: 287287004732X111920 | | | | | POL,IT/WIRELESS CHARGES | | | | |
| | | | | | 59.17 | 91011189 542100 | GG-C/E-CITY HALL-PHONE | | | |
| | | | | | 1,408.26 | 91011215 542100 | GG-C/E-PD-PHONE | | | |
| | | | | | | | | CHECK | 355069 TOTAL: | 1,467.43 |
| 355070 | 12/02/2020 | PRTD | 551 | CENTURYLINK | 244382 | 6124NOV20 | 11/16/2020 | M120220 | | 58.32 |
| | Invoice: 6124NOV20 | | | | | WEAVER PRV WATER TELEM | | | | |
| | | | | | 58.32 | 91411891 542100 | GG-WTR-FAC-PHONE | | | |
| | | | | | | | | CHECK | 355070 TOTAL: | 58.32 |
| 355071 | 12/02/2020 | PRTD | 8709 | FRAMEWORK CULTURAL P | 244453 | 7-2020 | 06/30/2020 | M120220 | | 9,732.26 |
| | Invoice: 7-2020 | | | | | ISLAND CENTER SUBAREA PLANNING | | | | |
| | | | | | 7,762.00 | 72421352 54110000930 | COMP PLAN IMPL-PROF SVCS | | | |
| | | | | | 1,970.26 | 61011586 54110000930 | COMP PLAN IMPL-PROF SVCS | | | |
| | | | | | | | | CHECK | 355071 TOTAL: | 9,732.26 |
| 355072 | 12/02/2020 | PRTD | 6714 | TOSHIBA FINANCIAL SE | 244400 | 28182499 | 11/13/2020 | M120220 | | 234.42 |
| | Invoice: 28182499 | | | | | POL/COPIER LEASE | | | | |
| | | | | | 234.42 | 51011211 545000 | PD-C/E-ADMIN RENTS/LEASE | | | |
| | | | | | | | | CHECK | 355072 TOTAL: | 234.42 |
| 355073 | 12/02/2020 | PRTD | 5271 | WASHINGTON WATER SER | 244401 | 4815979187-NOV20 | 11/18/2020 | M120220 | | 169.76 |
| | Invoice: 4815979187-NOV20 | | | | | DECANT FACILITY WATER | | | | |
| | | | | | 169.76 | 91435838 547500 | GG-DECANT-WATER/SEWER | | | |
| | | | | | | | | CHECK | 355073 TOTAL: | 169.76 |

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 11,662.19

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 5 | 11,662.19 |

*** GRAND TOTAL *** 11,662.19

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 12 17 | | | | | | | | | |
| APP 001-213000 | | | | | GENERAL - ACCOUNTS PAYABLE | | | 3,672.11 | |
| 12/02/2020 M120220 | | 120220 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 11,662.19 |
| 12/02/2020 M120220 | | 120220 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 401-213000 | | | | | ACCOUNTS PAYABLE | | | 58.32 | |
| 12/02/2020 M120220 | | 120220 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 402-213000 | | | | | ACCOUNTS PAYABLE | | | 7,762.00 | |
| 12/02/2020 M120220 | | 120220 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 403-213000 | | | | | ACCOUNTS PAYABLE | | | 169.76 | |
| 12/02/2020 M120220 | | 120220 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 11,662.19 | 11,662.19 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 11,662.19 | |
| 12/02/2020 M120220 | | 120220 | | | | | | | |
| APP 001-130000 | | | | | GENERAL - DUE TO/FROM CLEARING | | | | 3,672.11 |
| 12/02/2020 M120220 | | 120220 | | | | | | | |
| APP 401-130000 | | | | | DUE TO/FROM CLEARING | | | | 58.32 |
| 12/02/2020 M120220 | | 120220 | | | | | | | |
| APP 402-130000 | | | | | DUE TO/FROM CLEARING | | | | 7,762.00 |
| 12/02/2020 M120220 | | 120220 | | | | | | | |
| APP 403-130000 | | | | | DUE TO/FROM CLEARING | | | | 169.76 |
| 12/02/2020 M120220 | | 120220 | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 11,662.19 | 11,662.19 |
| | | | | | JOURNAL 2020/12/17 TOTAL | | | 23,324.38 | 23,324.38 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 001 GENERAL FUND | 2020 12 | 17 | 12/02/2020 | | |
| 001-130000 | | | GENERAL - DUE TO/FROM CLEARING | | 3,672.11 |
| 001-213000 | | | GENERAL - ACCOUNTS PAYABLE | 3,672.11 | |
| | | | FUND TOTAL | 3,672.11 | 3,672.11 |
| 401 WATER OPERATING FUND | 2020 12 | 17 | 12/02/2020 | | |
| 401-130000 | | | DUE TO/FROM CLEARING | | 58.32 |
| 401-213000 | | | ACCOUNTS PAYABLE | 58.32 | |
| | | | FUND TOTAL | 58.32 | 58.32 |
| 402 SEWER OPERATING FUND | 2020 12 | 17 | 12/02/2020 | | |
| 402-130000 | | | DUE TO/FROM CLEARING | | 7,762.00 |
| 402-213000 | | | ACCOUNTS PAYABLE | 7,762.00 | |
| | | | FUND TOTAL | 7,762.00 | 7,762.00 |
| 403 STORM & SURFACE WATER FUND | 2020 12 | 17 | 12/02/2020 | | |
| 403-130000 | | | DUE TO/FROM CLEARING | | 169.76 |
| 403-213000 | | | ACCOUNTS PAYABLE | 169.76 | |
| | | | FUND TOTAL | 169.76 | 169.76 |
| 631 CLEARING FUND | 2020 12 | 17 | 12/02/2020 | | |
| 631-130000 | | | DUE TO/FROM CLEARING | 11,662.19 | |
| 635-111100 | | | CASH | | 11,662.19 |
| | | | FUND TOTAL | 11,662.19 | 11,662.19 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 001 | GENERAL FUND | | 3,672.11 |
| 401 | WATER OPERATING FUND | | 58.32 |
| 402 | SEWER OPERATING FUND | | 7,762.00 |
| 403 | STORM & SURFACE WATER FUND | | 169.76 |
| 631 | CLEARING FUND | 11,662.19 | |
| | TOTAL | 11,662.19 | 11,662.19 |

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





*See void note on pg 4: Check #355092



CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | INVOICE DTL DESC | | | |
| 355074 | 12/09/2020 | PRTD | 9604 | A WAY WE SEW, LLC | 244403 | 1003 | 09/28/2020 | | 12/06/20 | 233.00 |
| | Invoice: 1003 | | | | | | EX/PAPR HEADCOVERS: COVID | | | |
| | | | | | 233.00 | 31011229 53110001069 | TESTING-COVID19-SUPPLIES | | | |
| | | | | | | | CHECK | 355074 TOTAL: | | 233.00 |
| 355075 | 12/09/2020 | PRTD | 7726 | AIR MANAGEMENT SOLUT | 244405 | 0001133376 | 11/12/2020 | | 12/06/20 | 899.26 |
| | Invoice: 0001133376 | | | | | | PW/DAMPER ACTUATOR REPR | | | |
| | | | | | 899.26 | 73011183 54810001033 | CH HVAC SOUND ATTN-REPAIR | | | |
| | | | | | 244407 | 0001133642 | 11/13/2020 | | 12/06/20 | 1,699.19 |
| | Invoice: 0001133642 | | | | | | PW/OIL BOILER MX | | | |
| | | | | | 1,699.19 | 73011897 548100 | O&M-C/E-PWYD FAC-REPAIRS | | | |
| | | | | | | | CHECK | 355075 TOTAL: | | 2,598.45 |
| 355076 | 12/09/2020 | PRTD | 7994 | PENINSULA SERVICES | 244404 | 95307 | 10/31/2020 | | 12/06/20 | 32.00 |
| | Invoice: 95307 | | | | | | CRT/MOBILE SHREDDING | | | |
| | | | | | 32.00 | 21011125 541100 | COURT - PROFESSIONAL SERVICES | | | |
| | | | | | | | CHECK | 355076 TOTAL: | | 32.00 |
| 355077 | 12/09/2020 | PRTD | 8991 | ALLIANCE 2020, INC | 244420 | 579666 | 11/30/2020 | | 12/06/20 | 68.18 |
| | Invoice: 579666 | | | | | | HR/PRE-EMPL BACKGROUND CHECK | | | |
| | | | | | 68.18 | 33011161 541100 | HR-C/E-PROF SVCS | | | |
| | | | | | | | CHECK | 355077 TOTAL: | | 68.18 |
| 355078 | 12/09/2020 | PRTD | 4710 | ASSOCIATED PETROLEU | 244408 | 0265665-IN | 11/03/2020 | | 12/06/20 | 595.98 |
| | Invoice: 0265665-IN | | | | | | PW/260 GAL DIESEL | | | |
| | | | | | 595.98 | 73638893 532000 | O&M-FUEL USE-ALLOCATION | | | |
| | | | | | 244409 | 0265666-IN | 11/03/2020 | | 12/06/20 | 614.23 |
| | Invoice: 0265666-IN | | | | | | PW/310.50 GAL UNLEADED | | | |
| | | | | | 614.23 | 73638932 532000 | O&M-FUEL ALLOC TO OTH DEPTS | | | |
| | | | | | 244410 | 0266524-IN | 11/05/2020 | | 12/06/20 | 367.90 |
| | Invoice: 0266524-IN | | | | | | PW/140 GAL DIESEL | | | |
| | | | | | 367.90 | 73638893 532000 | O&M-FUEL USE-ALLOCATION | | | |
| | | | | | 244411 | 0266525-IN | 11/05/2020 | | 12/06/20 | 583.19 |
| | Invoice: 0266525-IN | | | | | | PW/288.4 GAL UNLEADED | | | |
| | | | | | 583.19 | 73638932 532000 | O&M-FUEL ALLOC TO OTH DEPTS | | | |
| | | | | | 244412 | 0268421-IN | 11/11/2020 | | 12/06/20 | 402.31 |
| | Invoice: 0268421-IN | | | | | | PW/145 GAL DIESEL | | | |
| | | | | | 402.31 | 73638893 532000 | O&M-FUEL USE-ALLOCATION | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | INVOICE DTL DESC | | | |
| | | | | | 244413 | 0268422-IN | 11/11/2020 | | 12/06/20 | 573.36 |
| | Invoice: 0268422-IN | | | | | | PW/273 GAL UNLEADED | | | |
| | | | | | 573.36 | 73638932 532000 | O&M-FUEL ALLOC TO OTH DEPTS | | | |
| | | | | | 244414 | 0269206-IN | 11/12/2020 | | 12/06/20 | 417.72 |
| | Invoice: 0269206-IN | | | | | | PW/200 GAL UNLEADED | | | |
| | | | | | 417.72 | 73638932 532000 | O&M-FUEL ALLOC TO OTH DEPTS | | | |
| | | | | | 244415 | 1307840-IN | 07/28/2020 | | 12/06/20 | 1,311.09 |
| | Invoice: 1307840-IN | | | | | | PW/400 GAL DIESEL | | | |
| | | | | | 1,311.09 | 73638893 532000 | O&M-FUEL USE-ALLOCATION | | | |
| | | | | | | | CHECK | 355078 TOTAL: | | 4,865.78 |
| 355079 | 12/09/2020 | PRTD | 4365 | AUTOMATIC FUNDS TRAN | 244416 | 117559 | 08/20/2020 | | 12/06/20 | 101.74 |
| | Invoice: 117559 | | | | | | FIN/DELINQUENT INVOICES | | | |
| | | | | | 50.87 | 43411341 541100 | FIN - WATER ADMIN PROF SERVICE | | | |
| | | | | | 50.87 | 43421351 541100 | FIN - SEWER ADMIN PROF SERVICE | | | |
| | | | | | | | CHECK | 355079 TOTAL: | | 101.74 |
| 355080 | 12/09/2020 | PRTD | 55 | SOUND PUBLISHING, IN | 244419 | BIR913195 | 11/13/2020 | | 12/06/20 | 78.00 |
| | Invoice: BIR913195 | | | | | | PCD/NOA: PLN51687 | | | |
| | | | | | 78.00 | 63470586 544000 | CUR-DEV-ZONING-ADV | | | |
| | | | | | 244421 | BIR913199 | 11/13/2020 | | 12/06/20 | 69.60 |
| | Invoice: BIR913199 | | | | | | PCD/NOI: BLD25151 | | | |
| | | | | | 69.60 | 63470586 544000 | CUR-DEV-ZONING-ADV | | | |
| | | | | | 244422 | BIR913200 | 11/13/2020 | | 12/06/20 | 72.00 |
| | Invoice: BIR913200 | | | | | | PCD/NOA: BLD25097 | | | |
| | | | | | 72.00 | 63470586 544000 | CUR-DEV-ZONING-ADV | | | |
| | | | | | 244454 | BIR912822 | 11/06/2020 | | 12/06/20 | 123.60 |
| | Invoice: BIR912822 | | | | | | POL/LEGAL: NOI VESSEL OR792CLB | | | |
| | | | | | 123.60 | 55011757 54400000159 | PD-DERELICT VES-ADVERTISING | | | |
| | | | | | | | CHECK | 355080 TOTAL: | | 343.20 |
| 355081 | 12/09/2020 | PRTD | 55 | SOUND PUBLISHING, IN | 244417 | 8003545-2533975 | 10/31/2020 | | 12/06/20 | 1.54 |
| | Invoice: 8003545-2533975 | | | | | | HR/AD: ADMIN SPEC III | | | |
| | | | | | 1.54 | 33011161 544000 | HR-C/E-ADVERTISING | | | |
| | | | | | | | CHECK | 355081 TOTAL: | | 1.54 |
| 355082 | 12/09/2020 | PRTD | 9608 | BAIRD, SARAH | 244391 | 90274 | 11/30/2020 | | 12/06/20 | 131.21 |
| | Invoice: 90274 | | | | | | UB 10466 439 BRIEN DRIVE SE | | | |
| | | | | | 131.21 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | | | CHECK | 355082 TOTAL: | | 131.21 |
| 355083 | 12/09/2020 | PRTD | 5412 | BENEFIT ADMINISTRATI | 244489 | 2011509 | 11/23/2020 | | 12/06/20 | 237.60 |
| | Invoice: 2011509 | | | | | HSA/FSA SVCS NOV 2020 | | | | |
| | | | | | 26.14 | 21011125 520000 | COURT - BENEFITS | | | |
| | | | | | 42.77 | 31011131 520000 | EX-GF-BEN | | | |
| | | | | | 38.02 | 41011141 520000 | FIN - C/E ADMIN BENEFITS | | | |
| | | | | | 26.14 | 51011211 520000 | PD-C/E ADMIN-BENEFITS | | | |
| | | | | | 21.38 | 61011581 520000 | PCD - C/E ADMIN BENEFITS | | | |
| | | | | | 76.03 | 71011321 520000 | PW - C/E BENEFITS | | | |
| | | | | | 7.12 | 71011321 520000 | PW - C/E BENEFITS | | | |
| | | | | | | | CHECK | 355083 TOTAL: | | 237.60 |
| 355084 | 12/09/2020 | PRTD | 567 | BAINBRIDGE ISLAND DO | 244423 | SOS072820 | 07/28/2020 | | 12/06/20 | 3,021.29 |
| | Invoice: SOS072820 | | | | | EX/SOS REIMB 07/28/20 | | | | |
| | | | | | 3,021.29 | 31011573 54110001069 | COVID19-TOURISM-PROF SVCS-SOS | | | |
| | | | | | 244424 | SOS111920 | 11/19/2020 | | 12/06/20 | 200.00 |
| | Invoice: SOS111920 | | | | | EX/SOS REIMB 11/19/20 | | | | |
| | | | | | 200.00 | 31011573 54110001069 | COVID19-TOURISM-PROF SVCS-SOS | | | |
| | | | | | | | CHECK | 355084 TOTAL: | | 3,221.29 |
| 355085 | 12/09/2020 | PRTD | 5923 | THE BLOEDEL RESERVE | 244425 | 112320 | 11/23/2020 | | 12/06/20 | 8,191.50 |
| | Invoice: 112320 | | | | | 2020 LTAC (SHOULDER SEASON AWA | | | | |
| | | | | | 8,191.50 | 91140573 541100 | GG-TOUR-PROF SERVICES | | | |
| | | | | | | | CHECK | 355085 TOTAL: | | 8,191.50 |
| 355086 | 12/09/2020 | PRTD | 5016 | BAINBRIDGE ISLAND BO | 244426 | Q32020 SHORT PMT | 10/14/2020 | | 12/06/20 | 3,000.00 |
| | Invoice: Q32020 SHORT PMT | | | | | 2019-20 COMMUNITY SERVICES FUN | | | | |
| | | | | | 3,000.00 | 31017540 54110000297 | EX-BI CHILD CARE/B&G CLUB | | | |
| | | | | | | | CHECK | 355086 TOTAL: | | 3,000.00 |
| 355087 | 12/09/2020 | PRTD | 9610 | BRENNEMAN, ROBIN | 244393 | 90276 | 11/30/2020 | | 12/06/20 | 32.57 |
| | Invoice: 90276 | | | | | UB 11191 812 ISAAC AVENUE NE | | | | |
| | | | | | 32.57 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | CHECK | 355087 TOTAL: | | 32.57 |
| 355088 | 12/09/2020 | PRTD | 360 | BUILDERS FIRSTSOURCE | 244427 | 49293886 | 11/05/2020 | | 12/06/20 | 5,789.72 |
| | Invoice: 49293886 | | | | | PW/CEDAR POSTS X91 | | | | |
| | | | | | 5,789.72 | 990 141100 | MERCHANDISE | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | | | | CHECK | 355088 TOTAL: | 5,789.72 |
| 355089 | 12/09/2020 | PRTD | 103 | CITY OF BAINBRIDGE I | 244455 | 22000605 | 12/01/2020 | | 12/06/20 | 78.75 |
| | Invoice: 22000605 | | | | | | PW/NOV 2020 WELL WATER | | | |
| | | | | | | 33.90 73421355 547500 | O&M-SWR-CITY WATER/SEWER BILL | | | |
| | | | | | | 44.85 73431835 547500 | O&M-SSWM MAINT-CITY WTR/SWR | | | |
| | | | | | | | | CHECK | 355089 TOTAL: | 78.75 |
| 355090 | 12/09/2020 | PRTD | 8111 | COMMUNITY SOLAR SOLU | 244430 | SOLAR PANEL PURCHASE | 11/18/2020 | | 12/06/20 | 26,015.62 |
| | Invoice: SOLAR PANEL PURCHASE | | | | | | ENG/SOLAR PANEL PURCHASE | | | |
| | | | | | | 26,015.62 72011941 66400000627 | CH SOLAR ACQUISITION | | | |
| | | | | | | | | CHECK | 355090 TOTAL: | 26,015.62 |
| 355091 | 12/09/2020 | PRTD | 142 | COPIERS NORTHWEST IN | 244431 | INV2225613 | 11/24/2020 | | 12/06/20 | 525.94 |
| | Invoice: INV2225613 | | | | | | EX,FIN/COPIER OVERAGES | | | |
| | | | | | | 262.97 31011131 545000 | EX-GF-RENTS & LEASES | | | |
| | | | | | | 262.97 41011141 545000 | FIN - C/E ADMIN RENTS & LEASES | | | |
| | | | | | | | | CHECK | 355091 TOTAL: | 525.94 |
| 355092 | 12/09/2020 | VOID | 9407 | CORAL SALES COMPANY | | | | | | .00 |
| | Invoice: | | | | | | | | | |
| | VOID: input error - "separate check" box was checked which resulted in credit not being pulled into check payment. Corrected and reprinted. | | | | | | | CHECK | 355092 TOTAL: | .00 |
| 355093 | 12/09/2020 | PRTD | 5132 | CRYSTAL SPRINGS | 244434 | 5228674 111820 | 11/18/2020 | | 12/06/20 | 16.60 |
| | Invoice: 5228674 111820 | | | | | | CRT/WATTER SUPPLY,SERVICES | | | |
| | | | | | | 16.60 21011125 531100 | COURT - SUPPLIES | | | |
| | | | | | | | | CHECK | 355093 TOTAL: | 16.60 |
| 355094 | 12/09/2020 | PRTD | 5781 | EXTERMINATION SERVIC | 244435 | 36699 | 10/09/2020 | | 12/06/20 | 93.74 |
| | Invoice: 36699 | | | | | | PW/POL STN OCT SVC | | | |
| | | | | | | 93.74 73011215 548100 | O&M-C/E-POLICE FAC-REPAIRS | | | |
| | | | | | | | | CHECK | 355094 TOTAL: | 93.74 |
| 355095 | 12/09/2020 | PRTD | 6374 | FILEONQ INC | 244436 | 8744 | 11/20/2020 | | 12/06/20 | 4,157.70 |
| | Invoice: 8744 | | | | | | POL/ANNUAL SOFTWARE SUPPORT | | | |
| | | | | | | 2,910.39 53011212 548500 | PD-C/E-PATROL-COMP SPT MAINT | | | |
| | | | | | | 1,247.31 52011212 548500 | PD-C/E-INV-COMPUTER SUPT MAINT | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | | | CHECK | 355095 TOTAL: | | 4,157.70 |
| 355096 | 12/09/2020 | PRTD | 9509 | FIREWALLS.COM INC | 244437 | 2020-111633 | 12/01/2020 | | 12/06/20 | 200.00 |
| Invoice: 2020-111633 | | | | | | IT/MONTHLY FIREWALL SVC | | | | |
| | | | | | 200.00 | 81011881 541100 IT - C/E PROF SERVICES | | | | |
| | | | | | | | CHECK | 355096 TOTAL: | | 200.00 |
| 355097 | 12/09/2020 | PRTD | 8709 | FRAMEWORK CULTURAL P | 244473 | 2020-8 | 08/31/2020 | | 12/06/20 | 8,787.50 |
| Invoice: 2020-8 | | | | | | ISLAND CENTER SUBAREA PLANNING | | | | |
| | | | | | 8,787.50 | 61011586 54110000930 COMP PLAN IMPL-PROF SVCS | | | | |
| | | | | | 244474 | 2020-9 | 09/30/2020 | | 12/06/20 | 5,391.25 |
| Invoice: 2020-9 | | | | | | ISLAND CENTER SUBAREA PLANNING | | | | |
| | | | | | 5,391.25 | 61011586 54110000930 COMP PLAN IMPL-PROF SVCS | | | | |
| | | | | | 244475 | 2020-10 | 10/31/2020 | | 12/06/20 | 2,360.00 |
| Invoice: 2020-10 | | | | | | ISLAND CENTER SUBAREA PLANNING | | | | |
| | | | | | 2,360.00 | 61011586 54110000930 COMP PLAN IMPL-PROF SVCS | | | | |
| | | | | | | | CHECK | 355097 TOTAL: | | 16,538.75 |
| 355098 | 12/09/2020 | PRTD | 9612 | FRANK, ANDREW D | 244395 | 90278 | 11/30/2020 | | 12/06/20 | 181.42 |
| Invoice: 90278 | | | | | | UB 11443 8305 SPRINGRIDGE ROAD NE | | | | |
| | | | | | 181.42 | 411 122100 WATER ACCOUNTS RECEIVABLE | | | | |
| | | | | | | | CHECK | 355098 TOTAL: | | 181.42 |
| 355099 | 12/09/2020 | PRTD | 9605 | GARTRELL, JAMES R | 244385 | 90268 | 11/30/2020 | | 12/06/20 | 9.34 |
| Invoice: 90268 | | | | | | UB 10894 1981 WILLOW AVENUE NE | | | | |
| | | | | | 9.34 | 411 122100 WATER ACCOUNTS RECEIVABLE | | | | |
| | | | | | | | CHECK | 355099 TOTAL: | | 9.34 |
| 355100 | 12/09/2020 | PRTD | 9611 | GORDAN, JIM & LINDA | 244394 | 90277 | 11/30/2020 | | 12/06/20 | 97.53 |
| Invoice: 90277 | | | | | | UB 11320 876 CHERRY AVENUE NE | | | | |
| | | | | | 97.53 | 411 122100 WATER ACCOUNTS RECEIVABLE | | | | |
| | | | | | | | CHECK | 355100 TOTAL: | | 97.53 |
| 355101 | 12/09/2020 | PRTD | 253 | HACH COMPANY | 244438 | 12182709 | 10/29/2020 | | 12/06/20 | 230.37 |
| Invoice: 12182709 | | | | | | PW/BULK DISPENSER + POWDER | | | | |
| | | | | | 230.37 | 73411345 531100 OFFICE SUPPLIES | | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | | | CHECK | 355101 TOTAL: | | 230.37 |
| 355102 | 12/09/2020 | PRTD | 268 | HOUSING RESOURCES BO | 244439 | 7873 | 11/18/2020 | | 12/06/20 | 700.00 |
| Invoice: 7873 | | | | | | | EX/DEFAULT NOV RENT IMPH | | | |
| | | | | | 700.00 | 31180592 54130400297 | IMHP SPACE RENT DEFAULT | | | |
| | | | | | | | CHECK | 355102 TOTAL: | | 700.00 |
| 355103 | 12/09/2020 | PRTD | 9161 | ISLAND TIME ACTIVITI | 244440 | 5092 | 06/30/2020 | | 12/06/20 | 11,425.00 |
| Invoice: 5092 | | | | | | | 2020-21 CULTURAL FUNDING: OPER | | | |
| | | | | | 11,425.00 | 31011732 54110000297 | EX-GF-CULTURAL ARTS & SCIENCES | | | |
| | | | | | 244441 | 5093 | 11/23/2020 | | 12/06/20 | 7,500.00 |
| Invoice: 5093 | | | | | | | 2019-20 COMMUNITY SERVICES FUN | | | |
| | | | | | 7,500.00 | 31017686 54110000297 | HOPE HS/BI SP NEEDS/ISLANDTIME | | | |
| | | | | | | | CHECK | 355103 TOTAL: | | 18,925.00 |
| 355104 | 12/09/2020 | PRTD | 9598 | KAMER-WALKER, LINDA | 244387 | 90270 | 11/30/2020 | | 12/06/20 | 169.57 |
| Invoice: 90270 | | | | | | | UB 10061 907 LOVELL AVENUE NW | | | |
| | | | | | 169.57 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | CHECK | 355104 TOTAL: | | 169.57 |
| 355105 | 12/09/2020 | PRTD | 318 | KC ALCOHOLISM SPECIA | 244442 | 032020 | 11/23/2020 | | 12/06/20 | 1,976.55 |
| Invoice: 032020 | | | | | | | Q3 2020 ALCOHOLISM SVCS | | | |
| | | | | | 1,976.55 | 91011660 553000 | EXEC - C/E DETOX | | | |
| | | | | | | | CHECK | 355105 TOTAL: | | 1,976.55 |
| 355106 | 12/09/2020 | PRTD | 338 | KITSAP COUNTY SHERIF | 244443 | 20200074 | 11/23/2020 | | 12/06/20 | 3,271.07 |
| Invoice: 20200074 | | | | | | | POL/PRISONER BOARD: OCT | | | |
| | | | | | 3,271.07 | 51011236 551000 | POLICE - C/E PRISONER DETENT'N | | | |
| | | | | | | | CHECK | 355106 TOTAL: | | 3,271.07 |
| 355107 | 12/09/2020 | PRTD | 9565 | KATHERINE L KIRKLAND | 244458 | 002 | 12/01/2020 | | 12/06/20 | 1,166.40 |
| Invoice: 002 | | | | | | | EX/COBI CONNECTS DESIGN | | | |
| | | | | | 1,166.40 | 31011572 54110001015 | NEWSLETTER-PROF SVCS | | | |
| | | | | | | | CHECK | 355107 TOTAL: | | 1,166.40 |
| 355108 | 12/09/2020 | PRTD | 8546 | KITSAP 911 PUBLIC AU | 244445 | BIPD2020-12 | 11/15/2020 | | 12/06/20 | 12,192.74 |
| Invoice: BIPD2020-12 | | | | | | | POL/CALL CTR SVCS | | | |
| | | | | | 8,534.92 | 53011286 551000 | POLICE - C/E PATROL CENCOM | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | 3,657.82 | 52011286 551000 | POLICE - C/E - INVEST CENCOM | | | |
| | | | | | | | CHECK | 355108 | TOTAL: | 12,192.74 |
| 355109 | 12/09/2020 | PRTD | 8398 | KITSAP COMMUNITY RES | 244444 | Q3-2020 | 10/05/2020 | | 12/06/20 | 5,457.04 |
| | Invoice: Q3-2020 | | | | | | 2019-20 COMMUNITY SERVICES FUN | | | |
| | | | | | 5,457.04 | 31017654 54110000297 | KITSAP COMM RESOURCES-HOMELESS | | | |
| | | | | | | | CHECK | 355109 | TOTAL: | 5,457.04 |
| 355110 | 12/09/2020 | PRTD | 1851 | KRAZAN & ASSOCIATES | 244447 | J602037-5873 | 10/31/2020 | | 12/06/20 | 1,478.50 |
| | Invoice: J602037-5873 | | | | | | WYATT WAY MATERIALS TESTING | | | |
| | | | | | 1,478.50 | 72321951 64110000708 | WYATT-MAD TO LOVELL-ENG/DESIGN | | | |
| | | | | | | | CHECK | 355110 | TOTAL: | 1,478.50 |
| 355111 | 12/09/2020 | PRTD | 8803 | LAKE UNION DEVELOPME | 244386 | 90269 | 11/30/2020 | | 12/06/20 | 224.60 |
| | Invoice: 90269 | | | | | | UB 12627 240 PARFITT AVE | | | |
| | | | | | 224.60 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | CHECK | 355111 | TOTAL: | 224.60 |
| 355112 | 12/09/2020 | PRTD | 9603 | LANDSCAPE FORMS, INC | 244448 | 0000127357 | 09/28/2020 | | 12/06/20 | 4,109.30 |
| | Invoice: 0000127357 | | | | | | ENG/BENCHES (2) | | | |
| | | | | | 4,109.30 | 72011768 531100 | ENG-GF-PARKS & OS-SUPPLIES | | | |
| | | | | | | | CHECK | 355112 | TOTAL: | 4,109.30 |
| 355113 | 12/09/2020 | PRTD | 7987 | LEGACY TELECOMMUNICA | 244450 | 43261 | 06/16/2020 | | 12/06/20 | 777.44 |
| | Invoice: 43261 | | | | | | PW/GENERATOR SVC/REPR | | | |
| | | | | | 777.44 | 73421355 531100 | WIN COLL-SUPPLIES | | | |
| | | | | | 244451 | 43307 | 06/23/2020 | | 12/06/20 | 1,046.77 |
| | Invoice: 43307 | | | | | | PW/POWER MODULE | | | |
| | | | | | 1,046.77 | 73421355 531100 | WIN COLL-SUPPLIES | | | |
| | | | | | | | CHECK | 355113 | TOTAL: | 1,824.21 |
| 355114 | 12/09/2020 | PRTD | 853 | KATHRYN E MEYERS | 244452 | 11/24/20 | 11/24/2020 | | 12/06/20 | 90.00 |
| | Invoice: 11/24/20 | | | | | | CRT/1.5 HR PRO TEMP | | | |
| | | | | | 90.00 | 21011125 541210 | COURT - JUDGE PRO TEMPORE SVCS | | | |
| | | | | | | | CHECK | 355114 | TOTAL: | 90.00 |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | INVOICE DTL DESC | | | |
| 355115 | 12/09/2020 | PRTD | 8375 | MOORE IACOFANO GOLTS | 244460 | 66968 | 11/19/2020 | | 12/06/20 | 883.75 |
| | Invoice: 66968 | | | | | | DESIGN OF WYATT WAY RECONSTRUC | | | |
| | | | | | 883.75 | 72321951 64110000708 | WYATT-MAD TO LOVELL-ENG/DESIGN | | | |
| | | | | | | | | CHECK 355115 TOTAL: | | 883.75 |
| 355116 | 12/09/2020 | PRTD | 9397 | MILLENNIAL BUILDERS | 244396 | 90279 | 11/30/2020 | | 12/06/20 | 29.59 |
| | Invoice: 90279 | | | | | | UB 13114 8617 RESERVE WAY | | | |
| | | | | | 29.59 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | | CHECK 355116 TOTAL: | | 29.59 |
| 355117 | 12/09/2020 | PRTD | 9606 | OPSTAD, GLORIA & DAV | 244388 | 90271 | 11/30/2020 | | 12/06/20 | 13.64 |
| | Invoice: 90271 | | | | | | UB 11214 7740 YEOMALT PLACE NE | | | |
| | | | | | 13.64 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | | CHECK 355117 TOTAL: | | 13.64 |
| 355118 | 12/09/2020 | PRTD | 6333 | PETROCARD INC. | 244461 | 0396044-IN | 11/02/2020 | | 12/06/20 | 1,234.98 |
| | Invoice: 0396044-IN | | | | | | PW/550 GAL PROPANE | | | |
| | | | | | 1,234.98 | 73011897 531100 | O&M-C/E-PWY FAC-SUPPLIES | | | |
| | | | | | | | | CHECK 355118 TOTAL: | | 1,234.98 |
| 355119 | 12/09/2020 | PRTD | 9349 | PROPANE NORTHWEST | 244462 | 1502435120 | 11/10/2020 | | 12/06/20 | 690.91 |
| | Invoice: 1502435120 | | | | | | PW/612 GAL PROPANE | | | |
| | | | | | 690.91 | 91011897 547200 | GG-C/E-O&M YARD FAC-PROPANE | | | |
| | | | | | | | | CHECK 355119 TOTAL: | | 690.91 |
| 355120 | 12/09/2020 | PRTD | 7435 | RANDY KAN PORTABLE R | 244463 | 1918558 | 11/05/2020 | | 12/06/20 | 180.00 |
| | Invoice: 1918558 | | | | | | PW/EAGLE HARBOR CANS | | | |
| | | | | | 180.00 | 73011768 545000 | O&M-C/E-PARKS-OP LEASES | | | |
| | | | | | 244464 | 1918559 | 11/05/2020 | | 12/06/20 | 90.00 |
| | Invoice: 1918559 | | | | | | PW/CREOSOTE CAN | | | |
| | | | | | 90.00 | 73011768 545000 | O&M-C/E-PARKS-OP LEASES | | | |
| | | | | | 244465 | 1918560 | 11/05/2020 | | 12/06/20 | 90.00 |
| | Invoice: 1918560 | | | | | | PW/VINCENT RD CAN | | | |
| | | | | | 90.00 | 73435838 545000 | O&M-DECANT-RENTS | | | |
| | | | | | 244466 | 1918561 | 11/05/2020 | | 12/06/20 | 90.00 |
| | Invoice: 1918561 | | | | | | PW/HIDDEN COVE CAN | | | |
| | | | | | 90.00 | 73011897 545000 | O&M-C/E-PWYD FAC-RENTS | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | | | CHECK | 355120 TOTAL: | | 450.00 |
| 355121 | 12/09/2020 | PRTD | 408 | ROLLING BAY COMMERCI | 244468 | 885557 | 11/22/2020 | | 12/06/20 | 4,197.30 |
| Invoice: 885557 | | | | | | | CRT/DECEMBER RENT | | | |
| | | | | | 4,197.30 | 21011125 545000 | COURT - RENTS & LEASES - OPER | | | |
| | | | | | | | CHECK | 355121 TOTAL: | | 4,197.30 |
| 355122 | 12/09/2020 | PRTD | 5251 | ROTARY CLUB OF BAINB | 244469 | 9672 | 10/01/2020 | | 12/06/20 | 121.00 |
| Invoice: 9672 | | | | | | | POL/QUARTERLY DUES: CLARK | | | |
| | | | | | 121.00 | 51011211 549100 | PD-C/E-ADM-DUES/SUBCR/MEMBRSHP | | | |
| | | | | | | | CHECK | 355122 TOTAL: | | 121.00 |
| 355123 | 12/09/2020 | PRTD | 9594 | SEITZ, PATRICIA & BR | 244389 | 90272 | 11/30/2020 | | 12/06/20 | 105.13 |
| Invoice: 90272 | | | | | | | UB 11645 612 ALDER AVENUE NE | | | |
| | | | | | 105.13 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | CHECK | 355123 TOTAL: | | 105.13 |
| 355124 | 12/09/2020 | PRTD | 1488 | SETON CONSTRUCTION I | 244470 | PAYREQ5-708 | 11/21/2020 | 20200027 | 12/06/20 | 293,927.26 |
| Invoice: PAYREQ5-708 | | | | | | | WYATT WAY RECONSTRUCTION | | | |
| | | | | | 242,973.03 | 72321953 66300000708 | WYATT-MAD TO LOVELL-CONSTR | | | |
| | | | | | 50,954.23 | 72413434 66300000708 | WYATT-MAD TO LOVELL-WTR-CONSTR | | | |
| | | | | | | | CHECK | 355124 TOTAL: | | 293,927.26 |
| 355125 | 12/09/2020 | PRTD | 7173 | SKILLINGS CONNOLLY I | 244490 | 12527 | 10/05/2020 | | 12/06/20 | 47,881.19 |
| Invoice: 12527 | | | | | | | Engineering Design Services fo | | | |
| | | | | | 5,277.76 | 72424435 64110000989 | SUNDAY COVE PUMP REHAB-PROF SV | | | |
| | | | | | 10,454.11 | 72423434 64110000990 | WOOD AVE PUMP STA-PROF SVCS | | | |
| | | | | | 12,080.86 | 72423434 64110001086 | LOWER LOVELL SLS-PROF SVCS | | | |
| | | | | | 5,282.07 | 72423434 64110000820 | REHAB WING PT PUMP STATION-DES | | | |
| | | | | | 14,786.39 | 72423434 64110001085 | SUNDAY COVE GRAVITY MAIN-PRO S | | | |
| | | | | | | | CHECK | 355125 TOTAL: | | 47,881.19 |
| 355126 | 12/09/2020 | PRTD | 8132 | SPECTRA LABORATORIES | 244471 | 20-08021 | 11/09/2020 | | 12/06/20 | 350.00 |
| Invoice: 20-08021 | | | | | | | PW/NPDES TESTING | | | |
| | | | | | 350.00 | 73425358 54110000391 | LAB & TESTING SVCS-WWTP | | | |
| | | | | | 244472 | 20-08097 | 11/09/2020 | | 12/06/20 | 211.60 |
| Invoice: 20-08097 | | | | | | | PW/ECOLI TESTING | | | |
| | | | | | 211.60 | 73411345 54110000391 | LAB SVCS-WATER | | | |
| | | | | | 244476 | 20-08098 | 11/09/2020 | | 12/06/20 | 21.16 |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | INVOICE DTL DESC | | | | |
| | Invoice: 20-08098 | | | | PW/ECOLI TESTING | | | | |
| | | | | 21.16 | 73415345 54110000391 LAB SVCS-WATER ROCKAWAY | | | | |
| | | | | 244477 | 20-08099 | 11/09/2020 | | 12/06/20 | 23.00 |
| | Invoice: 20-08099 | | | | PW/ECOLI TESTING | | | | |
| | | | | 23.00 | 73011897 54110000391 LAB SVCS-PWY FAC | | | | |
| | | | | 244478 | 20-08102 | 11/09/2020 | | 12/06/20 | 213.44 |
| | Invoice: 20-08102 | | | | PW/HPC SIMPLATE TESTING | | | | |
| | | | | 213.44 | 73411345 54110000391 LAB SVCS-WATER | | | | |
| | | | | 244479 | 20-08115 | 11/09/2020 | | 12/06/20 | 42.32 |
| | Invoice: 20-08115 | | | | PW/ECOLI TESTING | | | | |
| | | | | 42.32 | 73415345 54110000391 LAB SVCS-WATER ROCKAWAY | | | | |
| | | | | 244480 | 20-08144 | 11/09/2020 | | 12/06/20 | 42.32 |
| | Invoice: 20-08144 | | | | PW/ECOLI TESTING | | | | |
| | | | | 42.32 | 73415345 54110000391 LAB SVCS-WATER ROCKAWAY | | | | |
| | | | | 244481 | 20-08145 | 11/09/2020 | | 12/06/20 | 63.48 |
| | Invoice: 20-08145 | | | | PW/ECOLI TESTING | | | | |
| | | | | 63.48 | 73411345 54110000391 LAB SVCS-WATER | | | | |
| | | | | 244482 | 20-08175 | 11/16/2020 | | 12/06/20 | 63.48 |
| | Invoice: 20-08175 | | | | PW/ECOLI TESTING | | | | |
| | | | | 63.48 | 73411345 541100 PROFESSIONAL SERVICES | | | | |
| | | | | 244483 | 20-08219 | 11/16/2020 | | 12/06/20 | 148.12 |
| | Invoice: 20-08219 | | | | PW/ECOLI TESTING | | | | |
| | | | | 148.12 | 73411345 54110000391 LAB SVCS-WATER | | | | |
| | | | | | | | CHECK | 355126 TOTAL: | 1,178.92 |
| 355127 | 12/09/2020 | PRTD | 2467 STAPLES | 244485 | 8060187753 | 10/31/2020 | | 12/06/20 | 496.42 |
| | Invoice: 8060187753 | | | | PW/OFFICE SUPPLIES | | | | |
| | | | | 496.42 | 73637891 531100 OFFICE SUPPLIES | | | | |
| | | | | 244486 | 8060187729 | 10/31/2020 | | 12/06/20 | 687.02 |
| | Invoice: 8060187729 | | | | EX,LEGAL,FIN/OFFICE SUPPLIES | | | | |
| | | | | 37.58 | 31011131 531100 EX-GF-SUPPLIES | | | | |
| | | | | 37.59 | 41011141 531100 FIN - C/E ADMIN SUPPLIES | | | | |
| | | | | 363.23 | 32011152 531100 LGL-GF-SUPPLIES | | | | |
| | | | | 19.60 | 31011131 531100 EX-GF-SUPPLIES | | | | |
| | | | | 30.81 | 31011131 531100 EX-GF-SUPPLIES | | | | |
| | | | | 30.81 | 41011141 531100 FIN - C/E ADMIN SUPPLIES | | | | |
| | | | | 8.52 | 31011131 531100 EX-GF-SUPPLIES | | | | |
| | | | | 8.51 | 41011141 531100 FIN - C/E ADMIN SUPPLIES | | | | |
| | | | | 12.47 | 31011131 531100 EX-GF-SUPPLIES | | | | |
| | | | | 12.47 | 41011141 531100 FIN - C/E ADMIN SUPPLIES | | | | |
| | | | | 125.43 | 73011183 53110000911 CH REPAIRS-SUPPLIES | | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | INVOICE DTL DESC | | | |
| | | | | | 244487 | 8060187744 | 10/31/2020 | | 12/06/20 | 84.82 |
| | Invoice: 8060187744 | | | | | | ENG/OFFICE SUPPLIES | | | |
| | | | | | 84.82 | 72011321 531100 | ENG - C/E ADMIN SUPPLIES | | | |
| | | | | | | | CHECK | 355127 TOTAL: | | 1,268.26 |
| 355128 | 12/09/2020 | PRTD | 9609 | STARKWEATHER, SARAH | 244392 | 90275 | 11/30/2020 | | 12/06/20 | 386.70 |
| | Invoice: 90275 | | | | | | UB 11110 487 CAVE AVENUE NE | | | |
| | | | | | 386.70 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | CHECK | 355128 TOTAL: | | 386.70 |
| 355129 | 12/09/2020 | PRTD | 5730 | SUMMIT LAW GROUP | 244488 | 118751 | 11/20/2020 | | 12/06/20 | 2,046.00 |
| | Invoice: 118751 | | | | | | LEGAL/PROF SVCS | | | |
| | | | | | 2,046.00 | 32011152 54111000870 | LGL-HR (NON-BARGAINING) | | | |
| | | | | | | | CHECK | 355129 TOTAL: | | 2,046.00 |
| 355130 | 12/09/2020 | PRTD | 7095 | SUPERIOR SAW & SUPPL | 244491 | 144256 | 11/10/2020 | | 12/06/20 | 43.60 |
| | Invoice: 144256 | | | | | | PW/SHARPEN SAW CHAINS | | | |
| | | | | | 43.60 | 73111427 548100 | O&M-ACCESS RDSIDE R&M | | | |
| | | | | | | | CHECK | 355130 TOTAL: | | 43.60 |
| 355131 | 12/09/2020 | PRTD | 5129 | TELEDYNE INSTRUMENTS | 244492 | S020430918 | 11/06/2020 | | 12/06/20 | 470.88 |
| | Invoice: S020430918 | | | | | | PW/BATTERY ASSY | | | |
| | | | | | 470.88 | 73421355 531100 | WIN COLL-SUPPLIES | | | |
| | | | | | | | CHECK | 355131 TOTAL: | | 470.88 |
| 355132 | 12/09/2020 | PRTD | 6714 | TOSHIBA FINANCIAL SE | 244493 | 28235876 | 11/23/2020 | | 12/06/20 | 188.58 |
| | Invoice: 28235876 | | | | | | CRT/COPIER LEASE | | | |
| | | | | | 188.58 | 21011125 545000 | COURT - RENTS & LEASES - OPER | | | |
| | | | | | 244494 | 28280947 | 11/30/2020 | | 12/06/20 | 353.16 |
| | Invoice: 28280947 | | | | | | PCD/COPIER LEASE | | | |
| | | | | | 353.16 | 61470581 545000 | PCD - DEV ADMIN RENTS & LEASES | | | |
| | | | | | | | CHECK | 355132 TOTAL: | | 541.74 |
| 355133 | 12/09/2020 | PRTD | 558 | TOWN & COUNTRY MARKE | 244495 | 101320 | 10/13/2020 | | 12/06/20 | 6.89 |
| | Invoice: 101320 | | | | | | PW/MEAL | | | |
| | | | | | 6.89 | 73421252 53110000903 | 2018 STORM RESP-SWR-SUPPLY | | | |

CASH ACCOUNT: 635 111100 CASH

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | VOUCHER | INVOICE | INV DATE | PO | CHECK RUN | NET |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | INVOICE DTL DESC | | | | |
| | | | | | | | CHECK | 355133 TOTAL: | | 6.89 |
| 355134 | 12/09/2020 | PRTD | 5402 | VIRTUAL GRAFFITI INC | 244496 | 984680 | 11/25/2020 | | 12/06/20 | 2,213.70 |
| Invoice: 984680 | | | | | | | IT/ANNUAL SUBX | | | |
| | | | | | 2,213.70 | 81011881 548500 | IT - C/E COMPUTER SUPPORT | | | |
| | | | | | | | CHECK | 355134 TOTAL: | | 2,213.70 |
| 355135 | 12/09/2020 | PRTD | 9607 | WESTREICH, HAL & MAR | 244390 | 90273 | 11/30/2020 | | 12/06/20 | 65.00 |
| Invoice: 90273 | | | | | | | UB 10060 901 LOVELL AVENUE NW | | | |
| | | | | | 65.00 | 411 122100 | WATER ACCOUNTS RECEIVABLE | | | |
| | | | | | | | CHECK | 355135 TOTAL: | | 65.00 |
| 355136 | 12/09/2020 | PRTD | 2607 | ZEE MEDICAL SERVICE | 244497 | 68394680 | 11/17/2020 | | 12/06/20 | 237.91 |
| Invoice: 68394680 | | | | | | | CITY HALL FIRST AID RESTOCK | | | |
| | | | | | 237.91 | 91011183 531100 | GG-C/E-CH CLEANING-SUPPLIES | | | |
| | | | | | 244498 | 68394684 | 11/17/2020 | | 12/06/20 | 126.66 |
| Invoice: 68394684 | | | | | | | PW/FIRST AID RESTOCK | | | |
| | | | | | 126.66 | 73637891 531100 | OFFICE SUPPLIES | | | |
| | | | | | | | CHECK | 355136 TOTAL: | | 364.57 |
| 355137 | 12/09/2020 | PRTD | 9407 | CORAL SALES COMPANY | 244432 | INV-68556 | 09/30/2020 | | 12/06/20 | 2,065.55 |
| Invoice: INV-68556 | | | | | | | PW/HANDHELD REMOTE CONTROL | | | |
| | | | | | 2,065.55 | 73111427 54110000352 | FLAGGING SVCS-PROF SVCS | | | |
| | | | | | 244433 | SCM-1809 | 10/15/2020 | | 12/06/20 | -1,411.55 |
| Invoice: SCM-1809 | | | | | | | PW/RETURN, LESS SHIPPING | | | |
| | | | | | -1,411.55 | 73111427 54110000352 | FLAGGING SVCS-PROF SVCS | | | |
| | | | | | | | CHECK | 355137 TOTAL: | | 654.00 |

NUMBER OF CHECKS 64 *** CASH ACCOUNT TOTAL *** 487,353.53

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 63 | 487,353.53 |
| TOTAL VOIDED CHECKS | 1 | .00 |

*** GRAND TOTAL *** 487,353.53

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 12 22 | | | | | | | | | |
| APP 001-213000 | | | | | GENERAL - ACCOUNTS PAYABLE | | | 116,337.33 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 635-111100 | | | | | CASH | | | | 487,353.53 |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 631-213000 | | | | | ACCOUNTS PAYABLE | | | 5,488.86 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 401-213000 | | | | | ACCOUNTS PAYABLE | | | 53,487.69 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 402-213000 | | | | | ACCOUNTS PAYABLE | | | 50,617.94 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 407-213000 | | | | | ACCOUNTS PAYABLE | | | 572.76 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 104-213000 | | | | | CIVIC IMPR - ACCOUNTS PAYABLE | | | 8,191.50 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 901-213000 | | | | | ACCOUNTS PAYABLE | | | 5,789.72 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 403-213000 | | | | | ACCOUNTS PAYABLE | | | 134.85 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 108-213000 | | | | | AFFORD HSG - ACCOUNTS PAYABLE | | | 700.00 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 301-213000 | | | | | ACCOUNTS PAYABLE | | | 245,335.28 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 101-213000 | | | | | STREETS - ACCOUNTS PAYABLE | | | 697.60 | |
| 12/09/2020 | 12/06/20 | 120920 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 487,353.53 | 487,353.53 |
| APP 631-130000 | | | | | DUE TO/FROM CLEARING | | | 481,864.67 | |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 001-130000 | | | | | GENERAL - DUE TO/FROM CLEARING | | | | 116,337.33 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 401-130000 | | | | | DUE TO/FROM CLEARING | | | | 53,487.69 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 402-130000 | | | | | DUE TO/FROM CLEARING | | | | 50,617.94 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 407-130000 | | | | | DUE TO/FROM CLEARING | | | | 572.76 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 104-130000 | | | | | CIVIC IMPR DUE TO/FROM CLEAR'G | | | | 8,191.50 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 901-130000 | | | | | DUE TO/FROM CLEARING | | | | 5,789.72 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 403-130000 | | | | | DUE TO/FROM CLEARING | | | | 134.85 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 108-130000 | | | | | AFFORD HSG DUE TO/FROM CLEAR'G | | | | 700.00 |
| 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| APP 301-130000 | | | | | DUE TO/FROM CLEARING | | | | 245,335.28 |

JOURNAL ENTRIES TO BE CREATED

| YEAR PER SRC | ACCOUNT | JNL EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| APP | 101-130000 | 12/09/2020 | 12/06/20 | 120920 | | | STREETS - DUE TO/FROM CLEARING | | | | 697.60 |
| | | 12/09/2020 | 12/06/20 | 120920 | | | | | | | |
| | | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 481,864.67 | 481,864.67 |
| | | | | | | | JOURNAL 2020/12/22 TOTAL | | | 969,218.20 | 969,218.20 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 001 GENERAL FUND | 2020 12 | 22 | 12/09/2020 | | |
| 001-130000 | | | GENERAL - DUE TO/FROM CLEARING | | 116,337.33 |
| 001-213000 | | | GENERAL - ACCOUNTS PAYABLE | 116,337.33 | |
| | | | FUND TOTAL | 116,337.33 | 116,337.33 |
| 101 STREET FUND | 2020 12 | 22 | 12/09/2020 | | |
| 101-130000 | | | STREETS - DUE TO/FROM CLEARING | | 697.60 |
| 101-213000 | | | STREETS - ACCOUNTS PAYABLE | 697.60 | |
| | | | FUND TOTAL | 697.60 | 697.60 |
| 104 CIVIC IMPROVEMENT FUND | 2020 12 | 22 | 12/09/2020 | | |
| 104-130000 | | | CIVIC IMPR DUE TO/FROM CLEAR'G | | 8,191.50 |
| 104-213000 | | | CIVIC IMPR - ACCOUNTS PAYABLE | 8,191.50 | |
| | | | FUND TOTAL | 8,191.50 | 8,191.50 |
| 108 AFFORDABLE HOUSING FUND | 2020 12 | 22 | 12/09/2020 | | |
| 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 |
| 301 CAPITAL CONSTRUCTION FUND | 2020 12 | 22 | 12/09/2020 | | |
| 301-130000 | | | DUE TO/FROM CLEARING | | 245,335.28 |
| 301-213000 | | | ACCOUNTS PAYABLE | 245,335.28 | |
| | | | FUND TOTAL | 245,335.28 | 245,335.28 |
| 401 WATER OPERATING FUND | 2020 12 | 22 | 12/09/2020 | | |
| 401-130000 | | | DUE TO/FROM CLEARING | | 53,487.69 |
| 401-213000 | | | ACCOUNTS PAYABLE | 53,487.69 | |
| | | | FUND TOTAL | 53,487.69 | 53,487.69 |
| 402 SEWER OPERATING FUND | 2020 12 | 22 | 12/09/2020 | | |
| 402-130000 | | | DUE TO/FROM CLEARING | | 50,617.94 |
| 402-213000 | | | ACCOUNTS PAYABLE | 50,617.94 | |
| | | | FUND TOTAL | 50,617.94 | 50,617.94 |
| 403 STORM & SURFACE WATER FUND | 2020 12 | 22 | 12/09/2020 | | |
| 403-130000 | | | DUE TO/FROM CLEARING | | 134.85 |
| 403-213000 | | | ACCOUNTS PAYABLE | 134.85 | |
| | | | FUND TOTAL | 134.85 | 134.85 |
| 407 BUILDING & DEVELOPMENT FUND | 2020 12 | 22 | 12/09/2020 | | |

| FUND / ACCOUNT | YEAR PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 407-130000 | | | DUE TO/FROM CLEARING | | 572.76 |
| 407-213000 | | | ACCOUNTS PAYABLE | 572.76 | |
| | | | FUND TOTAL | 572.76 | 572.76 |
| 631 CLEARING FUND | 2020 12 | 22 | 12/09/2020 | | |
| 631-130000 | | | DUE TO/FROM CLEARING | 481,864.67 | |
| 631-213000 | | | ACCOUNTS PAYABLE | 5,488.86 | |
| 635-111100 | | | CASH | | 487,353.53 |
| | | | FUND TOTAL | 487,353.53 | 487,353.53 |
| 901 CITY-WIDE REPORTING FUND | 2020 12 | 22 | 12/09/2020 | | |
| 901-130000 | | | DUE TO/FROM CLEARING | | 5,789.72 |
| 901-213000 | | | ACCOUNTS PAYABLE | 5,789.72 | |
| | | | FUND TOTAL | 5,789.72 | 5,789.72 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FROM |
|---|---|---|---|
| 001 | GENERAL FUND | | 116,337.33 |
| 101 | STREET FUND | | 697.60 |
| 104 | CIVIC IMPROVEMENT FUND | | 8,191.50 |
| 108 | AFFORDABLE HOUSING FUND | | 700.00 |
| 301 | CAPITAL CONSTRUCTION FUND | | 245,335.28 |
| 401 | WATER OPERATING FUND | | 53,487.69 |
| 402 | SEWER OPERATING FUND | | 50,617.94 |
| 403 | STORM & SURFACE WATER FUND | | 134.85 |
| 407 | BUILDING & DEVELOPMENT FUND | | 572.76 |
| 631 | CLEARING FUND | 481,864.67 | |
| 901 | CITY-WIDE REPORTING FUND | | 5,789.72 |
| | TOTAL | 481,864.67 | 481,864.67 |

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

## PAYROLL

## PAYROLL CHECK RUN: 12 - 04 - 2020

| Run Type | Run Date | Check # Sequence | Comments | Amount |
|---|---|---|---|---|
| Misc | 11/27/2020 | 49611 - 49612 | Miscellaneous check run (Direct Dep) | 2900.32 |
| EFTPS | 11/27/2020 | N/A | Federal Tax Electronic Transfer | 768.37 |
| Normal | 12/4/2020 | 49613 - 49735 | Regular check run (Direct Dep) | 308,761.09 |
| Normal | 12/4/2020 | 109498 | Regular check run (Paper Checks) | 1,995.86 |
| Vendor | 12/4/2020 | 109499 - 109507 | Vendor check run (Paper Checks) | 307,677.87 |
| EFTPS | 12/4/2020 | N/A | Federal Tax Electronic Transfer | 111,298.34 |
| | | | | |
| | | | **TOTAL:** | **729,733.16** |

Prepared and Reviewed by: Brenda Landolt Date 12-3-20

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 12-3-20

DeWayne Pitts, Finance Director

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:**

**AGENDA ITEM:** Special City Council Meeting Minutes, November 16, 2020

**SUMMARY:** Consider approval of meeting minutes.

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

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

Special City Council Meeting Minutes, November 16, 2020.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

# SPECIAL CITY COUNCIL MEETING
# MONDAY, NOVEMBER 16, 2020

## MEETING MINUTES

## 1) CALL TO ORDER/ROLL CALL

Mayor Schneider called the meeting to order on the Zoom webinar platform at 6:02 p.m.

Mayor Schneider, Deputy Mayor Deets, and Councilmembers Carr, Hytopoulos, Nassar, and Pollock were present.

## 2) EXECUTIVE SESSION

**2.A Pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for employment or to review the performance of a public employee.**
Cover Page

Mayor Schneider adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(g) at 6:04 p.m. At 7:05 p.m., the executive session was extended for an additional thirty minutes. At 7:35 p.m., the executive session was extended for an additional thirty minutes.

Council returned from executive session at 8:07 p.m., and Mayor Schneider reconvened the meeting.

## 3) CITY MANAGER SEARCH PROCESS

**3.A City Manager Search Process**
Cover Page

Deputy City Manager Schroer introduced the agenda item and provided a presentation. Ron Holifield of Strategic Government Resources (SGR) summarized the additional steps in the search process. Council suggested additional representatives for the community partners interview and the Council advisory group panels. Council confirmed that the chair or co-chair of the Council advisory groups will represent the group on the panel.

Council discussed the questions suggested by SGR for the community open house.

**MOTION:** I move to form a subcommittee comprised of three Council members to work on developing a set of six questions to provide to the candidates for the open house portion of the city manager's search selection process and to provide those recommended questions to the City Council at the November 24.
**Nassar/Carr:** The motion failed 3-3 with Councilmembers Carr, Pollock, and Nassar voting in favor.

Council will provide input to Mr. Holifield, and the revised questions will be reviewed at the November 24 meeting.

## 4) ADJOURNMENT

Mayor Schneider adjourned the meeting at 8:46 p.m.

_____
Leslie Schneider, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:**

**AGENDA ITEM:** City Council Study Session Minutes, November 17, 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 Study Session Minutes, November 17, 2020.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

# CITY COUNCIL STUDY SESSION
# TUESDAY, NOVEMBER 17, 2020

## MEETING MINUTES

## 1) CALL TO ORDER / ROLL CALL

Deputy Mayor Deets called the meeting to order at 6:01 p.m. on the Zoom webinar platform.

Mayor Schneider, Deputy Mayor Deets, and Councilmembers Carr, Hytopoulos, Nassar, and Pollock were present.

## 2) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Mayor Schneider moved and Deputy Mayor Deets seconded to remove item 7.B, COVID-19 Emergency Economic Recovery Funding Request. The motion carried unanimously, 6 – 0. Councilmember Pollock moved and Councilmember Carr seconded to approve the agenda as amended. The motion carried unanimously, 6 – 0.

There were no conflicts of interest disclosed.

## 3) MAYOR'S REPORT

Mayor Schneider mentioned the November 16, 2020 special City Council meeting, the appointment of Deputy City Manager Schroer as Interim City Manager, the inappropriate comment made at last week's meeting, and the placement of future council agendas on the agenda.

## 4) FUTURE COUNCIL AGENDAS

### 4.A Future Council Agendas

Cover Page
November 24 City Council Regular Business Meeting.pdf
December 1 City Council Study Session.pdf
December 8 City Council Regular Business Meeting.pdf

City Manager Smith reviewed future Council agendas. Council agreed to hold special meetings for interviewing City Manager candidates on December 2 and 3, 2020. Council discussed the December meetings and potential additions to future agendas.

Councilmember Nassar requested the addition of a letter of support requested by the Race Equity Task Force to a future agenda.

Councilmember Pollock requested the addition of an agenda item to discuss whether to add a discussion of the Police Station costs to an agenda.

## 5) BUDGET DELIBERATIONS

### 5.A Ordinance No. 2020-25 Adopting the 2021-2026 Capital Improvement Plan (CIP) - Public Works

Cover Page
Ordinance No. 2020-25 Adopting the 2021-2026 Update of the Six-Year CIP _FINAL.docx
2021-26_Revised_CIP_Summary_Memo_111720 FINAL.docx
Exhibit A - 2021-2026 CIP.pdf

Public Works Director Wierzbicki introduced the agenda item.

**MOTION:** I move to approve Ordinance No. 2020-25.
**Carr/Nassar:** The motion carried unanimously, 6 – 0.

| | |
|---|---|
| **AYES:** | Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider |
| **NOES:** | None |
| **ABSENT:** | None |
| **ABSTAIN:** | None |

### 5.B Budget Discussion #9

Cover Page
2021-22 Budget Memo and Materials for 11172020.pdf
Budget Deliberations for CC 11172020_Draft.pdf

Finance Director Pitts introduced the agenda item, and Council discussed next steps.

## 6) UNFINISHED BUSINESS

### 6.A Sustainable Transportation Plan Update - Decision-Making Framework Discussion

Cover Page
BAINBRIDGE STP_Evaluation Framework Council Presentation_20201117.pdf
BAINBRIDGE STP_Evaluation Framework Approach_20201109.pdf

Public Works Director Wierzbicki introduced the agenda item. Engineering Project Manager Epstein and Jennifer Wieland of Nelson/Nygaard provided a presentation on the project.

Council's consensus was to streamline Council participation in the process and to have the task force review project elements prior to the Council.

### 6.B Green Building Code - Update and Next Steps - Planning

Cover Page
Green Building Staff Memo
Attachment 1 - History Log
Attachment 2 - GBTF Roster
Attachment 3 - City Policies
Attachment 4 - GHG Inventory Fact Sheet
Attachment 5 - GHG Charts

Attachment 6 - Energy Demand and Conservation
Attachment 7 - GBTF Road Map Recommendation
Attachment 8 - GBTF First Steps Recommendation

Senior Planner Best provided an update on the green building code and next steps.

**6.C Consider Planning Commission Recommendations Prior to Scheduling a Public Hearing on Bonus Floor Area Ratio Options, BIMC 18.12.030.E. - Planning**

Cover Page
20201008 PC Cover Letter to CC on Bonus FAR Revisions.docx
DRAFT Ordinance No. 2020-16.docx
Exhibit A Excerpt BIMC Table 18.12.020-3.docx
20200924 PC Staff Memo.pdf
MUTC and HS Rd Map.pdf
WMP Goals & Policies Related to FAR.pdf
ORD NO. 2020-20 EXTENDING INTERIM ZONING CONTROL RELATED TO BONUS DENSITY.pdf
June 11 2020 Planning Commission Meeting Minutes.pdf
July 9 2020 Planning Commission Meeting.pdf
August 27 2020 PLANNING COMMISSION MINUTES.pdf
September 10 2020 PLANNING COMMISSION MINUTES.pdf
September 24 2020 PLANNING COMMISSION MINUTES.pdf

Planning Commission Chair Chester introduced the agenda item. Planning Commissioner Quitslund, Planning Director Wright, and Senior Planner Sutton also joined the meeting and discussed the recommendations with Council.

Council directed the City Manager to contact Islander Mobile Home Park regarding potential purchase of floor area ratio by the City.

**6.D Update from Joint City Council and Planning Commission Land Use Subcommittee - Councilmembers Carr, Hytopoulos, and Pollock**

Cover Page

Councilmember Carr provided an update on the work of the subcommittee.

## 7) NEW BUSINESS

**7.A Council Direction to Design Review Board on Flexibility for Affordable Housing Projects - Mayor Schneider**

Cover Page

Mayor Schneider introduced the agenda item. Planning Manager Greetham and Design Review Board Chair Joseph Dunstan joined the discussion.

**7.B COVID-19 Emergency Economic Recovery Funding Request - Deputy Mayor Deets**

Cover Page
COVID-19 Emergency Economic Recovery Funding Memorandum.pdf
November 5, 2020 BI Chamber of Commerce E-Mail - Requesting Emergency Economic Recovery Funding.pdf
Digital General Store & Island Online Hub Prototypes - Visuals.pdf

Emergency Economic Recovery Project Scope, Features and Timeline Summary.pdf

This agenda item was removed from the agenda.

## 8) CITY COUNCIL DISCUSSION

### 8.A Options for Land Use Regulations related to the Triangle Property and Specific Standards for Composting Facilities - Mayor Schneider

Cover Page

Mayor Schneider introduced the agenda item, and Council discussed the topic.

**MOTION:** I move that we add consideration of specific standards for composting facilities to the Council and Planning subcommittee for recommendations to the 2021 work plan discussion.
**Schneider/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

Council directed staff to return with an agenda item for November 24, 2020 for the Council to consider the option of not further pursuing Aveterra's proposed code amendment for the Triangle property.

## 9) FOR THE GOOD OF THE ORDER

Deputy Mayor Deets mentioned the length of the discussions regarding future council agendas.

## 10) ADJOURNMENT

Deputy Mayor Deets adjourned the meeting at 9:28 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:**

**AGENDA ITEM:** Regular City Council Business Meeting Minutes, November 24, 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:**

Regular City Council Business Meeting Minutes, November 24, 2020.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

# REGULAR CITY COUNCIL BUSINESS MEETING
# TUESDAY, NOVEMBER 24, 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.

## 2) EXECUTIVE SESSION

**2.A Pursuant to RCW 42.30.110(1)(c) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price, and 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.**
Cover Page

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

Council returned from executive session at 6:37 p.m., and Mayor Schneider reconvened the meeting.

## 3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Pollock moved and Councilmember Carr seconded to amend the agenda to remove item 8.C. The motion carried unanimously, 6-0. Councilmember Pollock moved and Councilmember Carr seconded to approve the agenda, as modified. The motion carried unanimously, 6 – 0.

Deputy Mayor Deets said that he will recuse himself from agenda item 9.A due to a conflict of interest.

## 4) PUBLIC COMMENT

**4.A Instructions for Providing Public Comment - City Clerk**
Cover Page
Instructions for Providing Public Comment at Remote Meetings.docx

Erin Phillips spoke in favor of Brenda Fantroy-Johnson for the North Ward Council vacancy.

Wendy Tyner thanked Council for listening to the concerns of the Triangle property neighbors.

Sal DeRosalia spoke in favor of a citizens' academy.

Kevin Miller thanked Council for listening to the concerns of the Triangle property neighbors.

Sandy Charyn thanked Council for listening to the concerns of the Triangle property neighbors.

## 5) FUTURE COUNCIL AGENDAS

**5.A Future Council Agendas**

Cover Page
December 1 City Council Study Session.pdf
December 2 Special City Council Meeting.pdf
December 3 Special City Council Meeting.pdf
December 8 City Council Regular Business Meeting.pdf
December 15 City Council Study Session.pdf

City Manager Smith reviewed future Council agendas and the December meeting schedule.

**MOTION:** I move to have cancel the meeting on December 22.
**Carr/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

Council members confirmed their availability for a special joint meeting with the Race Equity Task Force on December 16, 2020.

## 6) MAYOR'S REPORT

Mayor Schneider commented on a future city academy, COVID-19 cases in Kitsap County, and the budget.

## 7) CITY MANAGER'S REPORT

City Manager Smith updated Council on the City's testing site, information available on the City's web site regarding the Police and Court Facility, and preparation for planned protests on the Island.

## 8) UNFINISHED BUSINESS

**8.A City Manager Search Update and Process - Strategic Government Resources - Executive**

Cover Page
CM Search Transmittal for CC 11242020
Presentation CM Search 11242020

Deputy City Manager Schroer provided an update on the search and the process. Council reviewed the amended questions for the community open house.

**MOTION:** I move to approve the questions for the City Manager online community open house and affirm the recommended additions to the process as presented.
**Pollock/Deets**: The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

Council authorized staff to make minor grammatical changes to the questions as needed.

**8.B Ordinance No. 2020-31 Relating to the 2021-22 Biennial Budget - Finance**
Cover Page
2021-22 Budget Transmittal Memo for CC 11242020
Ordinance No. 2020-31 Adopting Biennial Budget for FY 2021-22.docx
Ordinance No. 2020-31 Exhibit A.pdf
Ordinance No. 2020-31 Exhibit B.pdf

Finance Director Pitts introduced the agenda item.

**MOTION:** I move to approve Ordinance No. 2020-31 adopting the 2021-22 Biennial Budget.
**Pollock/Deets:** The motion carried unanimously, 6 – 0

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

**8.C Reject Proposal to Amend the BIMC for the Two Lots Commonly Known as the "Triangle Property" – Planning**
Cover Page
FOR BACKGROUND October 6, 2020 Memorandum to Council
FOR BACKGROUND Attachment A Planning Commission Review Summary and Memorandums
FOR BACKGROUND Attachment B Planning Commission Recorded Motion
PLN51245 LDR Aveterra Application

This agenda item was pulled from the agenda because the applicant (Aveterra) informed the City on November 24, 2020 that it withdrew its application.

**8.D Set Public Hearing on Ordinance No. 2020-37 Extending the Landmark Tree Ordinance - Planning**
Cover Page
Ordinance No. 2020-37 Extending Landmark Tree Regulations
Exhibit A to Ord 2020-37 (Work Plan)
Exhibit B to Ord 2020-37 (Winslow Master Plan Study Area).pdf
Ordinance No. 2020-13 [For Reference].pdf

City Arborist Snyder introduced the agenda item. Planning Manager Greetham joined the discussion.

**MOTION:** I move to set the public hearing on Ordinance No. 2020-37 to occur on December 8, 2020 related to extension of the duration of the interim official control related to the preservation of landmark trees.
**Pollock/Carr:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

### 8.E Ordinance No. 2020-17 Adopting the Shoreline Master Program Amendment to Integrate the Critical Areas Ordinance and Make Changes to the Nonconforming Sections- Planning

Cover Page
Staff Memorandum to Council
Ordinance No. 2020-17 Adopting the Shoreline Master Program Amendment
Exhibit A to Ordinance No. 2020-17 Shoreline Master Program Amendment
Summary of Public Comments and Staff Response
[For background] September 22, 2020 Staff Memorandum to Council

Planner Hillier introduced the agenda item.

**MOTION:** I move to approve Ordinance No. 2020-17, adopting the Shoreline Master Program amendment related to Critical Areas Ordinance integration and other matters.
**Pollock/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

### 8.F Ordinance No. 2020-32 Relating to Speed and Wake Restrictions in Blakely Harbor - Police

Cover Page
Ordinance No. 2020-32 Speed and Wake Restrictions in Blakely Harbor.docx
Blakely Harbor No Wake.pdf

Police Chief Clark introduced the agenda item.

**MOTION:** I move to forward for approval with the December 8, 2020 consent agenda Ordinance No. 2020-32 relating to speed and wake restrictions in Blakely Harbor.
**Pollock/Carr:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

## 9) NEW BUSINESS

### 9.A Ordinance No. 2020-38, Relating to 2020 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance

Cover Page
2020 4th QTR BUA Transmittal Memo for 11242020
ORD 2020-38 2020 4th QTR Budget and CIP Amendments - FINAL.docx
Ord 2020-38 Attachment A - Q4 Budget Amendments.pdf

Deputy Mayor Deets recused himself for this agenda item. Budget Manager Dunscombe introduced the agenda item.

**MOTION:** I move to forward Ordinance No. 2020-38 for approval with the December 8, 2020 Consent Agenda.
**Pollock/Carr:** The motion carried, 5 – 0, with one abstention.

**AYES:** Carr, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** Deets

### 9.B Second Amendment to the Agreement for Provision of Juvenile Detention Facilities - Police

Cover Page
2021 Juvenile Detention Facilities ILA Second Amendment.docx

Deputy Mayor Deets rejoined the meeting. Police Chief Clark introduced the agenda item.

**MOTION:** I move to forward for approval with the December 8, 2020 consent agenda the second amendment of the Interlocal Agreement with Kitsap County regarding juvenile detention facilities.
**Pollock/Carr:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

### 9.C Amendment No. 1 to Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation - Public Works

Cover Page
Amendment No. 1 to 2019-20 ILA Between COBI and the Kitsap Conservation District.docx
2019-2020 Kitsap Conservation District ILA - Executed.pdf
2019 KCD and Bainbridge ILA Annual Report.pdf
2018 KCD and Bainbridge ILA Annual Report.pdf

Public Works Director Wierzbicki introduced the agenda item.

**MOTION:** I move to forward for approval with the December 8, 2020 consent agenda Amendment No. 1 to the 2019-2020 Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation.
**Pollock/Hytopoulos:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

### 9.D Dump Truck Cab and Chassis Procurement - Public Works

Cover Page
State Master Contract Usage Agreement.pdf

Public Works Director Wierzbicki introduced the agenda item.

**MOTION:** I move to forward the dump truck cab and chassis procurement to the December 8, 2020 unfinished business agenda.
**Hytopoulos/Carr:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

### 9.E Appointments to the Lodging Tax Advisory Committee - Mayor Schneider

Cover Page
Lodging Tax Advisory Committee Applications - Redacted.pdf

Mayor Schneider introduced the agenda item.

**MOTION:** I move to forward for approval with the December 8, 2020 Consent Agenda the appointment of Bill Corbin and John Dinsmore as eligible business representatives and Denise Dumouchel and Peter Raffa as eligible recipient representatives to the Lodging Tax Advisory Committee.
**Nassar/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

### 9.F Confirmation of Appointment to the Planning Commission - Mayor Schneider

Cover Page
Planning Commission Applications (Redacted).pdf

Mayor Schneider introduced the agenda item.

**MOTION:** I move to forward for approval with the December 8, 2020 Consent Agenda the Mayor's appointment of Ashley Mathews to the Planning Commission, Position 3, through June 2021.
**Nassar/Deets:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

## 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 11-25-20.pdf
Payroll Council Report 112020.pdf

Accounts Payable: check number 354931 from previous run = $556.27; manual check number sequence 354932 – 354941 = $205,255.45; regular check run 354942 – 355065 = $425,025.65. Total disbursement = $630,281.10.

Payroll: regular check run 49484 – 49610 = $331,497.33; regular check run (paper checks) 109490 = $2321.19; vendor check run 109491 – 109497 = $125,582.31; Federal Tax Electronic Transfer = $119,240.34. Total disbursement: $578,641.17.

### 10.C Special City Council Meeting Minutes, November 4, 2020
Cover Page
Special City Council Meeting Minutes, November 4, 2020.pdf

### 10.D Regular City Council Business Meeting Minutes, November 10, 2020
Cover Page
Regular City Council Business Meeting Minutes, November 10, 2020.pdf

### 10.E Robert Stevenson Memorial Bench Donation Agreement - Public Works
Cover Page
Agreement - Sanders Bench.docx
Attachment A_bench_CA-2_series.pdf
Attachment B_ aerial location.pdf
Attachment B_context location.pdf

**MOTION:** I move to approve the Consent Agenda as presented.
**Nassar/Pollock:** The motion carried unanimously, 6 – 0.

**AYES:** Carr, Deets, Hytopoulos, Nassar, Pollock, Schneider
**NOES:** None
**ABSENT:** None
**ABSTAIN:** None

## 11) COMMITTEE REPORTS

Deputy Mayor Deets provided an update on the funding for the digital store.

## 12) FOR THE GOOD OF THE ORDER

Mayor Schneider will serve on the Kitsap Transit Board in the At-Large position until regional assignments are discussed in January.

## 13) ADJOURNMENT

Mayor Schneider adjourned the meeting at 8:06 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Ordinance No. 2020-38, Relating to 2020 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,

**SUMMARY:** The agenda item is for the City Council to consider 4th quarter amendments to the City's 2020 budget and a corresponding update to the 2019-2024 Capital Improvement Plan. This ordinance would amend the 2020 budget and 2019-2024 Capital Improvement Plan of the City and provide for uses or dollar amounts not foreseen at the time the 2020 budget was last modified.

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

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Good Governance

**FISCAL IMPACT:**

| | |
|---|---|
| **Amount:** | $592,015 |
| **Ongoing Cost:** | |
| **One-Time Cost:** | $592,015 |
| **Included in Current Budget?** | No |

**BACKGROUND:** Please see the attached transmittal memo for a detailed overview of all requested items.

**ATTACHMENTS:**

2020 4th QTR BUA Transmittal Memo for 11242020

ORD 2020-38 2020 4th QTR Budget and CIP Amendments - FINAL.docx

Ord 2020-38 Attachment A - Q4 Budget Amendments.pdf

**FISCAL DETAILS:** Total spending authority increase across all funds is $592,015. Details by fund are as follows:

General Fund total increase is $454,489

Street Fund total increase is $9,715

Transportation Impact Fee Fund total increase is $150,000

Water Fund total increase is $48,650

Sewer Fund total increase is $12,308

ER&R Fund total decrease is $(83,148)

**Fund Name(s):**

**Coding:**

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: November 24, 2020

To: City Council
Morgan Smith, City Manager

From: Kim Dunscombe, Budget Manager

Subject: 4th Quarter Budget Amendments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with the final budget amendments for 2020. The proposed ordinance also includes an amendment to the 2019 – 2024 Capital Improvement Plan.

The following seven budget amendments are proposed:

COVID Response – 4 items, Total of $516,000

- Response to the COVID-19 pandemic has been the City's highest priority. On September 22nd City Council approved the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant amendment in the amount of $367,800 with an amended contract total amount of $1,103,400, and on October 13th at the City Council Regular Business Meeting authorized City Manager Morgan Smith to set up a COVID-19 community based testing site.
    - Computer and Information Technology equipment - $319,000
    - Facility and workspace retrofits - $82,000
    - Personal protection equipment - $65,000
    - Community based testing - $50,000

Capital Request – 1 item, Total of $40,000

- Wyatt Way Water Improvements – The Wyatt Way Reconstruction Project includes the replacement of water mains and the installation of a new pressure release valve (PRV) that regulates water pressure in the system that distributes water to individual homes. The City owns and maintains many PRV's, and each is installed with a supervisory control & data acquisition system (SCADA) that enables staff to remotely monitor the

performance of the valve. Installation costs were built into the original project budget. This additional $40,000 will procure the design/build of the SCADA system for the Wyatt Way PRV as part of the Wyatt Way Reconstruction Project.

Operating Request – 1 item, $36,014

- City Hall Solar Facility – On October 27th Council approved a budget amendment for this project. As identified in the purchase and sale agreement and the appraisal of the solar panels, the City expects to pay $26,015.62 for the solar panel facility. An additional $10,000 is included in this budget amendment to cover the anticipated cost of the initial period of annual maintenance, which will be authorized under a separate agreement.

Technical Adjustment Requests – 2 items, zero budget effect

- Capital Equipment - As part of the 2019 – 2020 Adopted Budget, fleet purchases as approved in the 2019 – 2024 Capital Improvement plan were in part budgeted in the Equipment Rental and Revolving (ERR) Fund. Following GFOA Best Practices, staff has determined a minimum fund balance policy for the ERR Fund and will delay purchase of fleet equipment from the ERR fund until 2021. Starting in 2021 all fleet purchases will be made from the ERR Fund. This is a technical adjustment that transfers budget authority from the ERR Fund to the purchasing fund as shown in the 2019 – 2024 Updated Capital Improvement Plan. This does not increase budgeted fleet costs or overall City spending.
- Wyatt Way Reconstruction – Transfer $150,000 in planned spending and budget authority from the General Fund to the TIF Fund for this project. At year end, finance staff evaluates the fund balance of the Transportation Impact Fee (TIF) Fund. The TIF Fund is a restricted funding source, which means it can only be spent on certain projects, and the revenue needs to be spent within ten years of collection. Given our financial policy of utilizing restricted funds first, this request adheres to the policy by switching use of the General Fund for TIF funds for the Wyatt Way Reconstruction project.

Thank you for your consideration of these requests.

**ORDINANCE NO. 2020-38**

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

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

**WHEREAS**, on October 22, 2019, the City Council adopted a modified budget for the Capital Improvement Plan via Ordinance No. 2019-29; and

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

**WHEREAS**, on July 14, 2020, the City Council adopted first quarter budget and updated capital improvement plan amendments via Ordinance No. 2020-14; and

**WHEREAS**, on September 8, 2020, the City Council adopted second quarter budget and updated capital improvement plan amendments via Ordinance No. 2020-21; and

**WHEREAS**, a number of situations have occurred during 2020 which require the City to expend money on items, projects, and categories not included in the 2020 budget and to adjust the 2019-2024 Capital Improvement Plan accordingly.

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

**Section 1**. Ordinance No. 2018-39 and the 2020 budget, as modified by Ordinance Nos. 2019-28, 2019-29, 2020-14, and 2020-21 are amended as shown in the attached Exhibit A.

**Section 2**. In that some of the budget expenditures that are the subject of this ordinance directly relate to the City's 2019-2024 Capital Improvement Plan, the 2019-2024 Capital Improvement Plan is hereby correspondingly amended as to the related expenditures that are the subject of this ordinance, as described and shown in the attached Exhibit A.

**Section 3**. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2019-2020 biennial budget and the 2019-2024 Capital Improvement Plan. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

**Section 4. Severability**. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state

or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

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

APPROVED by the Mayor this ___ day of _____ 2020.

_____
Leslie Schneider, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | November 19, 2020 |
| PASSED BY THE CITY COUNCIL: | ___ __, 2020 |
| PUBLISHED: | ___ __, 2020 |
| EFFECTIVE DATE: | ___ __, 2020 |
| ORDINANCE NO: | 2020-38 |

Attached: Exhibit A

# Exhibit A to Ordinance No. 2020-38

**2020 BUDGET AMENDMENTS**
Presented to City Council
Approved on December _____, 2020

| SUBJECT | DESCRIPTION | FUND / Department | Change amount requested | Change to Appropriation | On-going |
|---|---|---|---|---|---|
| COVID-19 Computer Equipment | This item increases appropriation authority and amends the 2020 Modified Budget for activities related to the City's computer equipment and various other IT related needs in response to the COVID-19 Pandemic. | General Fund / Executive | $ 319,000 | Increase | No |
| COVID-19 Facility workspace retrofits | This item increases appropriation authority and amends the 2020 Modified Budget for activities related to the City's workspace retrofits required in response to the COVID-19 Pandemic. | General Fund / Public Works | $ 82,000 | Increase | No |
| COVID-19 Personal Protection Equipment | This item increases appropriation authority and amends the 2020 Modified Budget for activities related to the City's need for personal protection equipment required in response to the COVID-19 Pandemic. | General Fund / Executive | $ 65,000 | Increase | No |
| COVID-19 Community Based Testing Site | This item increases appropriation authority and amends the 2020 Modified Budget as approved by Council at the October 13th City Council Business Meeting to provide COVID-19 testing. Access to local testing is a critical component to support the re-opening of schools and businesses. | General Fund / Executive | $ 50,000 | Increase | No |
| City Hall Solar Facility Budget Adjustment | This item increases appropriation authority and amends the 2020 Modified Budget as approved by Council on October 27th City Council Business Meeting for the acquisition and maintenance of the City Hall solar facility | General Fund / Public Works | $ 36,014 | Increase | No |
| Capital Equipment | A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP. | General Fund / Public Works | $ 52,475 | Increase | No |
| Wyatt Way Reconstruction | This item reduces the General Fund support for the Wyatt Way Reconstruction project in tandem with the TIF item below. Overall project spending does not change. | General Fund / Public Works | $ (150,000) | Decrease | No |
| | **TOTAL GENERAL FUND EXPENDITURE INCREASE** | | **$ 454,489** | | |
| | | | | | |
| Capital Equipment | A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP. | Streets Fund / Public Works | $ 9,715 | Increase | No |

| SUBJECT | DESCRIPTION | FUND / Department | Change amount requested | Change to Appropriation | On-going |
|---|---|---|---|---|---|
| | **TOTAL STREET FUND EXPENDITURE INCREASE** | | **$ 9,715** | | |
| | | | | | |
| Wyatt Way Reconstruction | This item changes the funding sources of the Wyatt Way Reconstruction project to allow use of eligible funding from the Transportation Impact Fee (TIF) Fund. This change does not increase the project budget. | Transportation Impact Fund / Public Works | $ 150,000 | Increase | No |
| | **TOTAL TRANSPORTATION IMPACT FEE FUND EXPENDITURE INCREASE** | | **$ 150,000** | | |
| | | | | | |
| Wyatt Way Water Improvements | This item increases appropriation authority and amends the 2019-24 Updated CIP as approved by Council at the September 22nd City Council Regular Business Meeting. Increased spending authority funds the design and construction of the SCADA upgrades for the recently installed pressure release valve on Wyatt Way. | Water Fund / Public Works | $ 40,000 | Increase | No |
| Capital Equipment | A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP. | Water Fund / Public Works | $ 8,650 | Increase | No |
| | **TOTAL WATER FUND EXPENDITURE INCREASE** | | **$ 48,650** | | |
| | | | | | |
| Capital Equipment | A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP. | Sewer Fund / Public Works | $ 12,308 | Increase | No |
| | **TOTAL SEWER FUND EXPENDITURE INCREASE** | | **$ 12,308** | | |
| | | | | | |
| Capital Equipment | A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP. | ER&R Fund / Public Works | $ (83,148) | Decrease | No |
| | **TOTAL EQUIPMENT RENTAL AND REVOLVING DECREASE EXPENDITURE** | | **$ (83,148)** | | |
| | | | | | |
| | **TOTAL BUDGET AMENDMENTS** | | **$ 592,015** | | |

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Second Amendment to the Agreement for Provision of Juvenile Detention Facilities - Police,

**SUMMARY:** Consider the renewal of an existing agreement with Kitsap County for the detention of juveniles for offenses that are within the jurisdiction of, and charged within, the Bainbridge Island Municipal Court under RCW 13.04.030(1)(e)(iii).

**AGENDA CATEGORY:** Interlocal Agreement **PROPOSED BY:** Police

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

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

**BACKGROUND:** Kitsap County is authorized by law to operate a Juvenile Detention Facility for juvenile offenders. The City of Bainbridge Island does not have or operate such a facility and wishes to renew the existing agreement with the County as its agent for this purpose. If approved, this amendment would extend the existing agreement from January 1, 2021 through December 31, 2021 unless terminated earlier. There is no change to the daily rate in this extension.

**ATTACHMENTS:**

2021 Juvenile Detention Facilities ILA Second Amendment.docx

**FISCAL DETAILS:** Budget in 2021 = $100,000 and Budget in 2022 = $115,000.

**Fund Name(s):** General Fund

**Coding:**

**KC-076-19-B**

**SECOND CONTRACT AMENDMENT**

This Second Contract Amendment is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "County", and City of Bainbridge Island having its principal offices at 280 Madison Avenue North, Bainbridge Island, Washington 98110, "City."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-076-19 and executed on February 25, 2019, and amended on December 9, 2019 shall be amended as follows:

1. Term: The contract term shall extend to terminate on December 31, 2021.

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

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

DATED this ___ day of _____, 2020.

**CITY OF BAINBRIDGE ISLAND**

_____

**MORGAN SMITH**, CITY MANAGER

DATED this ___ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS**
**KITSAP COUNTY, WASHINGTON**

_____

**CHARLOTTE GARRIDO**, CHAIR

_____

**ROBERT GELDER**, COMMISSIONER

_____

**EDWARD E. WOLFE**, COMMISSIONER

**ATTEST:**

_____

Dana Daniels, CLERK OF THE BOARD

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Amendment No. 1 to Interlocal Agreement between the City of Bainbridge Island and the Kitsap Conservation District for Agricultural Assistance, Support, and Conservation - Public Works,

**SUMMARY:** The City has consistently contracted with the Kitsap Conservation District to provide services related to agricultural assistance, support, and conservation, including related to providing farm plans to meet requirements set forth in the Bainbridge Island Municipal Code (see, e.g., BIMC 18.09.030). This agenda item is to continue the City's contractual relationship with the Conservation District for 2021 - 2022. The cost and scope of work of the existing interlocal agreement remain the same as in the current agreement.

**AGENDA CATEGORY:** Interlocal Agreement **PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Reliable Infrastructure and Connected Mobility

**FISCAL IMPACT:**

| | |
|---|---|
| **Amount:** | $43,950.00 Annually for 2021 and 2022. |
| **Ongoing Cost:** | |
| **One-Time Cost:** | $43,950.00 Annually for 2021 and 2022. |
| **Included in Current Budget?** | Yes |

**BACKGROUND:** The City and the Kitsap Conservation District share a common goal to promote best management practices to protect water quality, assist with agricultural impacts, and support the use of low impact development practices. The City has contracted with the Conservation District for many years for services related to agricultural assistance, support, and conservation, including assistance in providing “farm plans” to meet the requirements of BIMC 18.09.030.

Typical referrals include aid to property owners for assistance in farm and livestock waste and management plans generally associated with conditional use and/or building permits. The Conservation District also promotes cooperative solutions between landowners to protect surface water bodies from potential sources of contamination caused by related agricultural land uses. Funds are only used if farm plan work is identified or requested as part of a land use approval process.

See the attached Amendment No. 1 to the Interlocal Agreement between City and the Conservation District. The amendment extends the term for two more years (2021-2022), and otherwise maintains the agreement as it is currently. Attached is the existing agreement. Also attached for reference are Annual Program Reports for 2018 and 2019.

**ATTACHMENTS:**

Amendment No. 1 to 2019-20 ILA Between COBI and the Kitsap Conservation District.docx

2019-2020 Kitsap Conservation District ILA - Executed.pdf

2019 KCD and Bainbridge ILA Annual Report.pdf

2018 KCD and Bainbridge ILA Annual Report.pdf

**FISCAL DETAILS:** $43,950.00 annually through 2022.

50% General Fund; 50% Surface and Stormwater Management Fund

**Fund Name(s):** General Fund

**Coding:** 1/2 = 72011593;  1/2 = 72431835

**AMENDMENT NO. 1 TO**
**THE 2019-2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE KITSAP CONSERVATION DISTRICT REGARDING AGRICULTURAL ASSISTANCE, SUPPORT, AND CONSERVATION**

**THIS AMENDMENT NO. 1** TO THE 2019-2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE KITSAP CONSERVATION DISTRICT REGARDING AGRICULTURAL ASSISTANCE, SUPPORT, AND CONSERVATION ("Amendment") amends the above described Interlocal Agreement ("Agreement") executed on December 10, 2018, by the City of Bainbridge Island, a Washington state municipal corporation ("City"), and the Kitsap Conservation District, a Washington state municipal corporation ("Conservation District").

**WHEREAS**, the City and the Conservation District have had a contractual relationship for several years and the parties desire to continue that partnership; and

**WHEREAS**, the City and the Conservation District desire to extend the term of the current Agreement until December 31, 2022, and to keep the scope of work, payment amount, and all other provisions of the Agreement the same as is the case currently.

**NOW, THEREFORE**, the City and the Conservation District agree to amend the Agreement as follows:

1. Section 8.A. is hereby amended as follows:

A. Once executed by both parties, this Agreement shall become effective on December 31, 2018, and shall continue in full force until December 31, ~~2020~~ 2022, unless sooner terminated by either party as provided below.

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

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

| KITSAP CONSERVATION DISTRICT | CITY OF BAINBRIDGE ISLAND |
|---|---|
| Date:_____ | Date:_____ |
| By:_____ | By:_____ |
| Name_____ | Morgan Smith, City Manager |
| Title_____ | |

# 2019-2020 Interlocal Agreement Between the City of Bainbridge Island and the Kitsap Conservation District Regarding Agricultural Assistance, Support, and Conservation

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between the City of Bainbridge Island, a Washington State municipal corporation ("City") and the Kitsap Conservation District, a Washington State municipal corporation ("District") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**WHEREAS**, there are currently approximately 1,424 acres of agriculture on Bainbridge Island; and

**WHEREAS**, the City is committed to preventing stormwater runoff pollution; and

**WHEREAS**, the District's contribution of services assists the City in complying with its NPDES Municipal Stormwater Permit, implementing the Illicit Discharge Detection Elimination Program, and providing education and outreach on best management practices; and

**WHEREAS**, the District has the expertise and experience to provide Farm Plans to meet the requirements of BIMC 18.09.030 and provide assistance to agriculture and non-agriculture property owners regarding land management activities and their impacts on water quality; and

**WHEREAS**, the District is a non-regulatory agency and is not responsible for code compliance, but the District is experienced in working with "cooperating landowners" to complete required work; and

**WHEREAS**, the City and the District have a common goal to promote best management practices to protect water quality, provide education to land owners on agricultural impacts, and support the use of low impact development practices; and

**WHEREAS**, the City and the District desire to enter into an agreement and continue to work collaboratively in providing information and services to property owners that will protect water quality.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the City and the District agree as follows:

## 1. SERVICES BY DISTRICT

The District shall perform such duties and services as are described in the scope of work attached hereto as **Attachment A**. All services funded under this Agreement shall be provided exclusively within the boundaries of incorporated City of Bainbridge Island. The District shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

## 2. PAYMENT

The City shall reimburse the District only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. Costs shall be charged, and funds reimbursed, based upon cost categories as set forth in **Attachment A**.

The sum of the District's reimbursement requests during the duration of this Agreement shall not exceed Forty-Three Thousand Nine Hundred Fifty Dollars ($43,950) per year. The District may exceed line item amounts, as established in **Attachment A**, in order to respond to the nature and number of requests received within a quarter. The anticipated (budgeted) and actual distribution of funds will be reported by the District quarterly and monitored by the City. Reimbursement requests shall be submitted once a quarter. The City reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this Agreement. The City shall reimburse the District within sixty (60) days of receipt of a properly executed District invoice.

## 3. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or his/her 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.

The Chair of the Board of Supervisors for the Kitsap Conservation District, or his/her designee, shall represent the District in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of the City pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the District's representative.

## 4. PROGRESS REPORTING

The District shall produce quarterly and year-end reports summarizing the work performed and evaluating the performance and results of the work performed pertaining to this Agreement.

Progress reports shall include, but are not limited to, the following information:

a. Status of annual work plan.

b. A description of work performed during the period and progress made to date, including monitoring data or performance indicators that reflect effectiveness of the program elements as set forth in **Attachment A**.

c. A description of any adverse conditions that have affected the program objectives and/or time scheduled, and actions taken to resolve these issues.

d. Progress reports shall be submitted as follows: For each year, quarterly reports are due the closest workday to April 15, July 15, and October 15. A year-end report is due January 15.

e. The year-end report shall contain a summary of major accomplishments realized during the year. This report shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the report.

## 5. INSPECTION AND AUDIT

The District 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 District 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 District shall preserve and make available all such books of account and records for a period of five (5) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the District shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## 6. INDEPENDENT CONTRACTOR

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

B. The District 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 District 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 District performs hereunder.

## 7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 8. TERM AND TERMINATION OF AGREEMENT

A. Once executed by both parties, this Agreement shall become effective on December 31, 2018, and shall continue in full force until December 31, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the District pursuant to this Agreement shall be submitted to the City, and the District shall be entitled to just and equitable compensation as set forth in Section 2 for any satisfactory work or services completed prior to the date of termination.

## 9. HOLD HARMLESS AND INDEMNIFICATION

A. The District agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties , fines, lawsuits, and other proceedings and all judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error, or omission of the District, its officers, employees, or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the District under this Agreement.

B. In the event that the District and the City are both negligent, then the District's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the District, its officers, employees, and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the District under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the District. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the District's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 10. INSURANCE

The District shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[ ] Professional Liability as described in Attachment B.
[X] Automobile Liability as described in Attachment B.
[ ] None

The District shall comply with the provisions of RCW Title 51, Industrial Insurance. For the duration of this Agreement, the District shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW and shall maintain full compliance with Title 51 RCW.

## 11. SUBLETTING OR ASSIGNING CONTRACT

The District shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from 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 District 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. NON-WAIVER

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

## 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<br>280 Madison Avenue North<br>Bainbridge Island, WA 98110<br>Attention: City Manager<br>Phone: (206) 842-2545 |
| To the District: | Kitsap Conservation District<br>10332 Central Valley Rd<br>Poulsbo, WA 98370<br>Attention: Chair of the Board of Supervisors<br>Phone: (360) 204-5529<br>Fax: (360) 204-5519 |

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.

| KITSAP CONSERVATION DISTRICT | CITY OF BAINBRIDGE ISLAND |
|---|---|
| A. Allpress | M Smith |
| Chair, Board of Supervisors | Morgan Smith, City Manager |
| Date: 12/10/18 | Date: 11/20/18 |

## ATTACHMENT A

### Annual Scope of Work for Agricultural Technical Assistance Between the City of Bainbridge Island and the Kitsap Conservation District

## PURPOSE

The City of Bainbridge Island ("City") currently has over 1,400 acres of agricultural lands. Many of these farms are required to establish and implement farms plans in accordance with provisions in the City's Municipal Code. The City and the Kitsap Conservation District (the "District") share a common goal to promote best management practices ("BMPs") to protect water quality, provide education to landowners on agricultural impacts, and support the use of low impact development practices. Well-designed conservation practices increase farm productivity while protecting water quality and reducing soil erosion. The District has the expertise and experience to provide Farm Plans to meet the requirements of BIMC 18.09.030 and to provide assistance on land management activities and their impacts on natural resources. In providing these services, the District assists with compliance of the City's Municipal Permit, including assistance with the Illicit Discharge Detection Elimination Program and education/outreach.

The City and the District desire to enter into this Agreement and continue to work collaboratively in providing information and services to property owners.

## SCOPE OF WORK

The District will partner with the City to develop and accomplish the following tasks:

- Task 1- Respond to referrals
- Task 2 - Education and outreach
- Task 3 - Develop resource management plans (farm plans)
- Task 4 - BMP Design
- Task 5 - BMP installation
- Task 6 - BMP inspection and maintenance
- Task 7 - Inventory
- Task 8 - Administration and reporting

## TASK 1 - RESPOND TO REFERRALS

Objective: Respond to and address water quality and fish and wildlife related referrals from the City and the Kitsap Public Health District (KPHD).

Scope:

1.1 Respond to referrals from the City. Requests may be generated from: 1) conditional use permits; 2) building permit processes that require farm plans and/or livestock waste management plans; 3) sites which may impact sensitive land areas including but not limited to aquatic critical areas; 4) grading permits associated with farming activity; and 5) stormwater issues for fish passage and barrier problems on private land.

1.2 Respond to referrals from the City's Department of Planning and Community Development to assist in the review of Retail Plans under the category Agricultural Activity when: 1) livestock are raised and/or maintained on the property; 2) livestock waste is being utilized on property as a soil amendment; and 3) additional assurances for surface water protection are necessary for year-round agricultural activities.

1.3 Respond to water quality and solid waste complaints on Bainbridge Island referred by the KPHD. The referrals may be water quality complaints, or a solid waste enforcement action associated with agricultural activity.

1.4 Respond to water quality and solid waste complaints referred by the City's Water Resources Program. These may be water quality complaints, solid waste enforcement actions associated with agricultural activity, or findings of an Illicit Discharge Detection and Elimination (IDDE) investigation.

**TASK 2 - EDUCATION AND OUTREACH**

Objective: Promote public knowledge of local natural resources and fish habitat issues. Maintain a Conservation District agricultural and natural resource educational program.

Scope:

2.1 Maintain effective working relationships with local media and community groups on Bainbridge Island. Submit articles to Bainbridge Island media involving local conservation issues and actions being taken by the District. Participate in selected Bainbridge Island public events.

2.2 Maintain a mailing list of Bainbridge landowners interested in agriculture, natural resource conservation practices, and fish and wildlife habitat. Publish and distribute the District's newsletters to Bainbridge Island residents who are on the District's mailing list.

2.3 Inform landowners of rain garden workshops conducted throughout the county. Technical specifications will be made available to the public through the WSU rain garden specification manual, District engineering and design staff, and through online sources. The District will provide additional outreach opportunities through the District's Annual Tree Sale, newsletters, and social media.

2.4 The District will maintain a program offering District speakers, sponsoring special interest events, and accepting invitations to make community presentations. The District will coordinate the development and maintenance of this program with the City, KPHD, WSU Extension, and other existing educational programs.

2.5 Identify and/or recommend resources (websites, local and national agencies, nonprofit groups, etc.) that publish materials or documents the City could potentially utilize for education and IDDE associated with agriculture.

**TASK 3 - DEVELOP RESOURCE MANAGEMENT PLANS (FARM PLANS)**

Objective: Protect surface water bodies from potential sources of contamination caused by agricultural-related land use. Provide technical services to landowners. Promote cooperative solutions. Facilitate federal, state, and local incentive programs.

Scope:

3.1 Offer farm-planning services that inventory existing conditions, evaluate resource needs, and recommend alternative farm management practices that protect humans and the quality of soil, water, animals, plants, and air.

3.2 Encourage and offer assistance regarding the preservation and enhancement of fish and wildlife habitat as part of the District's technical services. The District will stay apprised of Clean Water Act and Endangered Species Act regulations, threats, and associated action recommendations that may affect City residents.

3.3 Provide nutrient management plans for crop farms when: 1) livestock waste is utilized for nutrient application purposes; 2) livestock waste is generated or transported to a crop farm and will be stored and/or composted on site for later land application; and 3) an opportunity exists to demonstrate or model to the public for education purposes the storage and utilization of livestock waste as a component of sustainable agricultural land use.

3.4 As directed by the Clean Water Act, Endangered Species Act, and Farm Bill, the District will facilitate all programs and coordinate efforts with the Farm Services Agency (FSA), Natural Resources Conservation Service (NRCS), and U.S. Fish & Wildlife Service, as well as with state agencies including the Conservation Commission, Department of Ecology, Washington Department of Fish & Wildlife (WDFW), and the Puget Sound Partnership for the benefit of agriculture.

3.5 Assist landowners with the application process for eligible incentive and cost-share programs. These programs may include land that is in agricultural use or land that emphasizes fish and wildlife habitat issues.

3.6 Provide landowners technical assistance for LID practice designs and installations.

## TASK 4 - BMP DESIGN

Objective: Provide agronomic and engineering design services that support natural resource protection in City watersheds. Provide designs for BMPs that meet USDA Natural Resources Conservation Service standards and specifications. Develop alternative cost-effective BMPs that are suitable for a specific site's needs and the financial needs of landowners. Provide landowners with rain garden designs.

Scope:

4.1 Deliver a completed design package to Bainbridge Island landowners with appropriate construction and material specifications included. Staff will maintain a direct presence with construction, project coordination, and implementation.

4.2 When existing NRCS standards and specifications are beyond the scope of a particular project site, staff will seek and/or develop alternative designs. On a site-specific basis, the District will utilize alternative design providers and coordinate design efforts with City and local consulting engineers.

## TASK 5 - BMP IMPLEMENTATION AND INSTALLATION

Objective: Improve water quality and fish and wildlife habitat in Bainbridge Island watersheds by facilitating and assisting with the implementation of BMPs. Provide technical services to cooperators for implementation of farm management practices and habitat enhancement efforts. Offer contracted and/or volunteer labor forces for installation of BMPs. Coordinate joint installation. Provide technical support for rain garden installation.

Scope:

5.1 Assist cooperating landowners with supplies and materials lists for implementation of agricultural best management practices and provide on-site project management to oversee installation.

5.2 Assist with the processing of cost-share reimbursement or other incentive program components.

5.3 Whenever funding is available, contract annually for work crews with the Department of Ecology's Washington Conservation Corp (WCC) for the City. Offer WCC crews to District and partner agency project sites on Bainbridge Island.

5.4 Coordinate volunteer labor for the implementation of planting projects with the City's Watershed Council, local schools, and community groups.

5.5 Seek partnerships with the WDFW, Regional Fisheries Enhancement groups, local tribes, and other local agencies and community groups to combine efforts for project implementation.

5.6 Assist cooperating landowners with supplies and materials lists for implementation of rain gardens and other Low Impact Development/Green Stormwater Solutions (LID/GSS) and, if necessary, provide on-site project management to oversee installation.

**TASK 6 - BMP INSPECTION AND MAINTENANCE**

Objective: Determine the operational effectiveness of BMPs on water quality and habitat within the City. Monitor the operation and maintenance of installed BMPs. Demonstrate BMPs.

Scope:

6.1 Evaluate individual farm and habitat BMPs for operational efficiency and ease of maintenance. Provide follow-up assistance to landowners. Encourage landowners to maintain and monitor farm and habitat BMPs for maximum efficiency and seek to meet landowner needs for solutions to maintenance problems.

6.2 Use projects as demonstration sites for other potential cooperators or agencies.

**TASK 7 – INVENTORY**

Objective: Address non-point pollution caused by inadequate agricultural management practices. Identify, prioritize, and map agriculturally related property within the City.

Scope:

7.1 Update the existing inventory of agricultural properties annually.

7.2 As part of the inventory process, District staff shall prioritize inventoried sites based on their potential to pollute. Criteria include livestock proximity to surface water, livestock waste management, pasture condition, and other visual assessments. The District will follow-up with technical assistance services based on the prioritization. The District's priority list will be reevaluated annually.

7.3 Inventoried and prioritized properties will be entered into a GIS database based on the parcel's tax identification number. The database entries will be updated annually. The District will produce a GIS map, updated as necessary.

7.4 The District will provide an overlay of agricultural properties as well as fish barrier sites on a habitat refugia map based on the Kitsap County Fish Habitat Refugia Study.

**TASK 8 - ADMINISTRATION AND REPORTING**

Objective: To provide project management, including communication, submit billing invoices, and submit annual and progress reports.

Scope:

8.1 Project management efforts shall include conducting, coordinating, and scheduling project activities, including quality control.

8.2 Communication with the City shall be through email, consultation meetings, and phone discussions.

8.3 Billing invoices, progress reports, and supportive documentation shall be submitted to the City's Project Manager on a quarterly basis.

8.4 The District shall maintain all records throughout the duration of the Agreement and archive those records for an additional five years for audit purposes.

| Program Breakout | Proposed Budget |
|---|---|
| **Planner Budget** | **$30,000.00** |
| **Fiscal Administration** | **$1,000.00** |
| **WA Conservation Crew, Equipment rental** | **$5,000.00** |
| **Travel** | **$200.00** |
| **Overhead** | **$7,750.00** |
| **Total** | **$43,950.00** |

## ATTACHMENT B

Based on the types of insurance identified in Section 10 of the Agreement, the following insurance coverage shall be maintained by the District pursuant to this Agreement:

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the District, its officers, employees, and agents:

A. Automobile Liability Insurance with limits no less than $ 1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Before commencing work and services, the District shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. The City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of a deductible or self-insured retention shall be the sole responsibility of the District. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the District, and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies: (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the City; and (3) shall state that the City will be given at least 30 days' prior written notice of any cancellation, suspension, or material change in coverage.

# Kitsap Conservation District

2019 City of Bainbridge Island
Agriculture Assistance
2019 Final Report

Contract period: January 01, 2019 - December 31, 2020
Annual contract amount: $43,950.00

**Annual Scope of Work for Agricultural Technical Assistance between the City of Bainbridge Island and the Kitsap Conservation District**

## PURPOSE

The City of Bainbridge Island (the "City") currently has over 1,400 acres of agricultural lands. Many of these farms are required to establish and implement farms plans in accordance with provisions in the City's Municipal Code. The City and the Kitsap Conservation District (the "District") share a common goal to promote Best Management Practices ("BMPs") to protect water quality, provide education to landowners on agricultural impacts, and support the use of Low Impact Development practices. Well-designed conservation practices increase farm productivity while protecting water quality and reducing soil erosion. The District has the expertise and experience to provide Farm Plans to meet the requirements of Bainbridge Island Municipal Code Section 18.09.030 and to provide assistance on land management activities and their impacts on natural resources. In providing these services, the District assists with compliance of the City's Municipal Permit, including assistance with the Illicit Discharge Detection Elimination Program and education/outreach.

The City and the District desire to enter into this Agreement and continue to work collaboratively in providing information and services to property owners.

## SCOPE OF WORK

The District will partner with the City to develop and accomplish the following tasks:

- Task 1- Respond to referrals
- Task 2 - Education and outreach
- Task 3 - Develop resource management plans (farm plans)
- Task 4 - BMP Design
- Task 5 - BMP installation
- Task 6 - BMP inspection and maintenance
- Task 7 - Inventory
- Task 8 - Administration and reporting

## TASK 1 - RESPOND TO REFERRALS

Objective: Respond to and address water quality and fish and wildlife related referrals from the City and the Kitsap Public Health District (KPHD).

Scope:

1.1 Respond to referrals from the City. Requests may be generated from: 1) conditional use permits, 2) building permit processes that require farm plans and/or livestock waste management plans, 3) sites which may impact sensitive land areas including but not limited to aquatic critical areas, 4) grading permits associated with farming activity, and 5) stormwater issues for fish passage and barrier problems on private land.

1.2 Respond to referrals from the City's Department of Planning and Community Development to assist in the review of Retail Plans under the category Agricultural Activity when: 1) livestock are raised and/or maintained on the property, 2) livestock waste is being utilized on property as a soil amendment, and 3) additional assurances for surface water protection are necessary for year-round agricultural activities.

1.3 Respond to water quality and solid waste complaints referred by the KPHD. The referrals may be water quality complaints or a solid waste enforcement action associated with agricultural activity.

1.4 Respond to water quality and solid waste complaints referred by the City's Water Resources Program. These may be water quality complaints, solid waste enforcement actions associated with agricultural activity, or findings of an Illicit Discharge Detection and Elimination (IDDE) investigation.

### Task 1 - Respond to Referrals - Work completed

- *Stranahan (15541 Sunrise Drive)* – COBI Code Enforcement recommended Mr. Stranahan contact KCD as result of a complaint of too many goats on the property. Mr. Stranahan contacted KCD staff January 30, 2019. KCD staff visited the property and the landowner agreed to remove all but two goats. KCD staff recommended confining the remaining goats to a smaller area and creating another fenced area away from wet areas. KCD staff will provide the landowner with a Farm Plan to help manage the property. A Farm Plan was delivered to Mr. Stranahan on September 17, 2019
- *Odell (2503 Toe Jam Hill Rd)* – KCD was contacted by Ms. Odell, on January 10th, 2019, as a result of water quality complaints filed with COBI Public Works. KCD staff visited the horse property, on January 11th, 2019, and discussed the concerns with Ms. Odell. There was a large accumulation of horse manure, which was partially covered. KCD staff recommended removing the manure from the property and considering either the construction of a manure bin to compost and store manure, or to clean stalls directly into a dump trailer and haul off on a weekly basis. KCD staff provided the landowners with a

Waste Storage Facility design to store up to six months of manure. KCD staff informed the landowners the project may qualify for funding from the Washington Conservation Commission in the next round of funding in July 2019. The Landowners decided to work on the Waste Storage Structure on their own. It is unknown at this time if a roofed structure was completed. Manure from the site is being hauled off site and a portion of it is being delivered to Heyday Farm's composting facility.

- *Block (9690 Bucsit Lane)* – COBI Code Enforcement recommended Mr. Block contact KCD as result of a neighbor's complaint of pigs on the property. Mr. Block contacted KCD staff April 1, 2019. Mr. Block is a farmer that is using the property to raise pigs for a restaurant on the island. KCD staff visited the property, on April 2, 2019, and the number of pigs did exceed the livestock density code. Mr. Block rotates the pigs through five pastures and reseeds each pasture once the pigs are moved to a new area. This is an excellent management practice to raise pigs on small properties. KCD staff will develop a Farm Plan to allow Mr. Block to continue raising pigs on the property.
- *Williams* – Ms. Williams contacted KCD, on January 10, 2019, for recommendations on how to look for livestock property on the island and information about livestock density codes.

**TASK 2 - EDUCATION AND OUTREACH**

Objective: Promote public knowledge of local natural resources and fish habitat issues. Maintain a Conservation District agricultural and natural resource educational program.

Scope:

2.1 Maintain effective working relationships with local media and community groups on Bainbridge Island. Submit articles to Island media involving local conservation issues and actions being taken by the District. Participate in selected Bainbridge Island public events.

2.2 Maintain a mailing list of Bainbridge landowners interested in agriculture, natural resource conservation practices, and fish and wildlife habitat. Publish and distribute the District's newsletters to Island residents who are on the District's mailing list.

2.3 Inform landowners of rain garden workshops conducted throughout the county. Technical specifications will be made available to the public through the WSU rain garden specification manual, District engineering and design staff, and through online sources. The District will provide additional outreach opportunities through the District's Annual Tree Sale, District newsletters, and social media.

2.4 The District will maintain a program offering District speakers, sponsoring special interest events, and accepting invitations to make community presentations. The District will coordinate the development and maintenance of this program with the City, KPHD, WSU Extension, and other existing educational programs.

2.5 Identify and/or recommend resources (websites, local and national agencies, nonprofit groups, etc.) that publish materials or documents the City could potentially utilize for education and IDDE associated with agriculture.

**Task 2 - Education and Outreach - Work completed**

- *Firewise – Bainbridge Island Library – May 15th, 2019 –* Mr. Fossett, Bainbridge Island Library, contacted KCD staff on November 28th, 2018, to do a Firewise presentation. Three people attended a PowerPoint presentation on best management practices that could be implemented on properties to reduce the potential of a wildland fire adversely affecting their house and other structures.
- *WSU Rain Gardens and More workshop – February 23, 2019* - KCD staff attended the workshop and answered a few questions about KCD programs.
- *Springbrook Creek neighborhood meeting – February 28th, 2019* - KCD staff setup an informational display
- *Winney Farm Tour –September 29th, 2019* - KCD staff led a farm tour of the Winney Farm for a group of folks who had won an auction item at a local fundraiser to spend an afternoon and dinner with David Montgomery. David is a professor of Earth and Space Sciences at the University of Washington. He wrote *Dirt* and *Growing A Revolution* as well as many other books.

**TASK 3 - DEVELOP RESOURCE MANAGEMENT PLANS (FARM PLANS)**

Objective: Protect surface water bodies from potential sources of contamination caused by agricultural-related land use. Provide technical services to landowners. Promote cooperative solutions. Facilitate federal, state, and local incentive programs.

Scope:

3.1 Offer farm-planning services that inventory existing conditions, evaluate resource needs, and recommend alternative farm management practices that protect humans and the quality of soil, water, animals, plants, and air.

3.2 Encourage and offer assistance regarding the preservation and enhancement of fish and wildlife habitat as part of the District's technical services. The District will stay apprised of Clean Water Act and Endangered Species Act regulations, threats, and associated action recommendations that may affect City residents.

3.3 Provide nutrient management plans for crop farms when: 1) livestock waste is utilized for nutrient application purposes, 2) livestock waste is generated or transported to a crop farm and will be stored and/or composted on site for later land application, and 3) an opportunity exists to demonstrate or model to the public for education purposes the storage and utilization of livestock waste as a component of sustainable agricultural land use.

3.4 As directed by the Clean Water Act, Endangered Species Act, and Farm Bill, the District will facilitate all programs and coordinate efforts with the Farm Services Agency (FSA), Natural Resources Conservation Service (NRCS), and U.S. Fish & Wildlife Service, as well as with state agencies including the Conservation Commission, Department of Ecology, Washington Department of Fish & Wildlife (WDFW), and the Puget Sound Partnership for the benefit of agriculture.

3.5 Assist landowners with the application process for eligible incentive and cost-share programs. These programs may include land that is in agricultural use or land that emphasizes fish and wildlife habitat issues.

3.6 Provide landowners technical assistance for LID practice designs and installations.

**Task 3 - Develop Resource Management Plans (Farm Plans) - Work completed**

- *Odell (2503 Toe Jam Hill Rd)* –KCD staff will work with the landowner to develop a Farm Plan for his farm and to apply for potential cost share to construct a Waste Storage Structure for storing horse manure.
- *Dunn (6556 Ridge Lane)* – KCD staff completed a Farm Plan for the landowner. Plan was delivered April 23, 2019
- *Madden (7056 New Brooklyn)* – KCD staff assisted the landowner with the construction of a greenhouse that was funded by a USDA Grant.
- *Stone (13586 Ellingsen)* – KCD staff was contacted by Ms. Stone to help with options to eradicate Creeping Buttercup from her pastures. KCD staff sent Ms. Stone information on how to improve her pastures.
- *Torres (6376 Tolo Rd)* – Mr. Torres contacted KCD for information on soil testing and how to improve pasture production. KCD assisted the landowner with obtaining a soil test and sent pasture renovation information.
- *Williams (13940 Ellingsen)* – Ms. Williams is a realtor who request a joint site visit with a potential buyer of the property. The buyer was interested in determining if the property was suitable for housing two horses. KCD staff advised the landowner the property was dry, but very shady and would not support healthy pastures. The landowner intended to feed the horses purchased feed and was not intending to create pastures.
- *Steyer* – Mr. Steyer contacted KCD for information on mushroom growing. His name is recognized on the island, as he has been growing mushrooms for years.
- *Lofgren (Friends of the Farms)* – Mr. Lofgren contacted KCD for soil testing procedures and where to send samples.
- *Fleming (10878 Skinner)* – Mr. Fleming contacted KCD staff for recommendations on contractors who may be able to help with drainage issues on his small farm.
- *Block (9690 Bucsit Lane)* –Mr. Block contacted KCD as a result of a neighbor's complaint. He is raising pigs. KCD staff will work with the landowner and farmer to develop a Farm Plan for the property. A Farm Plan was e-mailed to Mr. Block April 4,

2019. KCD staff worked with Mr. Block to obtain soil tests for the property. The intent of the soil tests is to ensure that soil nutrient levels are not too high leading into winter and the rainy season

- *Stranahan (15541 Sunrise Dr)* –KCD staff completed a Farm Plan for Mr. Stanahan to address a livestock density code violation, but unfortunately, he decided to remove the goats form his property.
- *Wolfstrom (9300 Morgan Rd)* – Mr. Wolfstrom contacted KCD staff to develop a Farm Plan for Open Space Agriculture. A plan was developed and delivered to the landowners on December 27th 2019.
- *Rich (Quail Hill Rd)* – Ms. Rich contacted KCD staff to help with plant species recommendations and mulching equipment.
- *Mar (12925 Madison Ave)* – Ms. Mar contacted KCD staff to assist with Heavy Use Area design for her small farm. KCD staff visited the site and offered recommendations.
- *Larson(6850 NE Day Rd)* – Ms. Larson contacted KCD staff to visit the farm to discuss manure management options. A site visit will be set up in early 2020

**TASK 4 - BMP DESIGN**

Objective: Provide agronomic and engineering design services that support natural resource protection in City watersheds. Provide designs for BMPs that meet USDA Natural Resources Conservation Service standards and specifications. Develop alternative cost-effective BMPs that are suitable for a specific site's needs and the financial needs of landowners. Provide landowners with rain garden designs.

Scope:

4.1 Deliver a completed design package to landowners with appropriate construction and material specifications included. Staff will maintain a direct presence with construction, project coordination, and implementation.

4.2 When existing NRCS standards and specifications are beyond the scope of a particular project site, staff will seek and/or develop alternative designs. On a site-specific basis, the District will utilize alternative design providers and coordinate design efforts with City and local consulting engineers.

**Task 4 - BMP Design - Work completed**

- *Odell (2503 Toe Jam Hill Rd)* – KCD staff provided the landowners with design options, on January 22, 2019, for a Waste Storage Facility for their horse boarding facility.

- *Torres (6376 Tolo Rd) – May 23, 2019 –* KCD staff provided the landowners with pasture renovation instructions.

**TASK 5 - BMP IMPLEMENTATION AND INSTALLATION**

Objective: Improve water quality and fish and wildlife habitat in Bainbridge Island watersheds by facilitating and assisting with the implementation of BMPs. Provide technical services to cooperators for implementation of farm management practices and habitat enhancement efforts. Offer contracted and/or volunteer labor forces for installation of BMPs. Coordinate joint installation. Provide technical support for rain garden installation.

Scope:

5.1 Assist cooperating landowners with supplies and materials lists for implementation of agricultural best management practices and provide on-site project management to oversee installation.

5.2 Assist with the processing of cost-share reimbursement or other incentive program components.

5.3 Whenever funding is available, contract annually for work crews with the Department of Ecology's Washington Conservation Corp (WCC) for the City. Offer WCC crews to District and partner agency project sites on Bainbridge Island.

5.4 Coordinate volunteer labor for the implementation of planting projects with the City's Watershed Council, local schools, and community groups.

5.5 Seek partnerships with the WDFW, Regional Fisheries Enhancement groups, local tribes, and other local agencies and community groups to combine efforts for project implementation.

5.6 Assist cooperating landowners with supplies and materials lists for implementation of rain gardens and other Low Impact Development/Green Stormwater Solutions (LID/GSS) and if necessary, and provide on-site project management to oversee installation.

**Task 5 - BMP Implementation and Installation - Work completed**

- *Heyday Farm – 5145 McDonald Ave*
  - *Prescribed Grazing (528) – 8 acres*
  - *Nutrient Management (590) – 5 acres*
- *Mar (12925 Madison Ave)*
  - Heavy Use Area Protection

**TASK 6 - BMP INSPECTION AND MAINTENANCE**

Objective: Determine the operational effectiveness of BMPs on water quality and habitat within the City. Monitor the operation and maintenance of installed BMPs. Demonstrate BMPs.

Scope:

6.1 Evaluate individual farm and habitat BMPs for operational efficiency and ease of maintenance. Provide follow-up assistance to landowners. Encourage landowners to maintain and monitor farm and habitat BMPs for maximum efficiency and seek to meet landowner needs for solutions to maintenance problems.

6.2 Use projects as demonstration sites for other potential cooperators or agencies.

**Task 6 - BMP Inspection and Maintenance - Work completed**

- *Countryman (5349 McDonald Ave)* – KCD staff visited the site to inspect the filter strip installed last fall. The filter strip was in very good condition and is functioning as designed.

**TASK 7 – INVENTORY**

Objective: Address non-point pollution caused by inadequate agricultural management practices. Identify, prioritize, and map agriculturally related property within the City.

Scope:

7.1 Update the existing inventory of agricultural properties annually.

7.2 As part of the inventory process, District staff shall prioritize inventoried sites based on their potential to pollute. Criteria include livestock proximity to surface water, livestock waste management, pasture condition, and other visual assessments. The District will follow-up with technical assistance services based on the prioritization. The District's priority list will be reevaluated annually.

7.3 Inventoried and prioritized properties will be entered into a GIS database based on the parcel's tax identification number. The database entries will be updated annually. The District will produce a GIS map, updated as necessary.

7.4 The District will provide an overlay of agricultural properties as well as fish barrier sites on a habitat refugia map based on the Kitsap County Fish Habitat Refugia Study.

**Task 7 - Inventory - Work completed**

- Kitsap Conservation District Staff has been updating the Kitsap County Agriculture Inventory GIS map. The map shows agricultural properties throughout the county and will be available

on the Kitsap County web site in the future. The agricultural map will also show sources of locally grown food.

- The Agricultural Inventory consists of all small farm properties identified by KCD that are engaged in agricultural activity. Activities include pastureland, cropland, tree farms and livestock operations. Livestock operations range from as small as a few chickens to large horse boarding facilities. Small farms are important to the lifestyle and quality of life of the families who live and work on the farms and their non-farm neighbors. Small farm operations make local purchases that are important to other businesses in the community.
- KCD staff was requested to identify all livestock types associated with Springbrook Creek. A short summary was sent to COBI staff.
- To date, 211 landowners with a total of 1475 acres have been identified. 163 of the farms (approximately 973 acres) identified have livestock. Livestock type is as follows – 60% horse, 15% sheep, 10% ratitae, 8% goats, 3% cattle and 2% poultry. Six sites received a pollution rating of 1 or 2 and are considered high priority.

  - 1 – High priority 1 sites
  - 2 - Med / High 7 sites
  - 3 - Moderate priority 82 sites
  - 4 - Med / Low 84 sites
  - 5 – Low priority 37 sites

**TASK 8 - ADMINISTRATION AND REPORTING**

Objective: To provide project management, including communication, submit billing invoices, and submit annual and progress reports.

Scope:

8.1 Project management efforts shall include conducting, coordinating, and scheduling project activities, including quality control.

8.2 Communication with the City shall be through email, consultation meetings, and phone discussions.

8.3 Billing invoices, progress reports, and supportive documentation shall be submitted to the City's Project Manager on a quarterly basis.

8.4 The District shall maintain all records throughout the duration of the Agreement and archive those records for an additional five years for audit purposes.

- KCD staff submits billings and reports on a quarterly basis.

| Program Breakout | Proposed Budget |
|---|---|

| | |
|---|---|
| **Planner Budget** | **$30,000.00** |
| **Fiscal Administration** | **$1,000.00** |
| **WA Conservation Crew, Equipment rental** | **$5,000.00** |
| **Travel** | **$200.00** |
| **Overhead** | **$7,750.00** |
| **Total** | **$43,950.00** |

*Kitsap Conservation District*

# BAINBRIDGE ISLAND AGRICULTURAL AND WATER QUALITY ASSISTANCE PROGRAM

## 2018 ANNUAL PROGRAM REPORT




Three Days of Preparedness

Submitted by Brian Stahl
Program Coordinator

January 2019

Blank Page

## MISSION STATEMENT

The Kitsap Conservation District commits itself to:

- Guiding conservation without regulation
- Educating by demonstration
- Forming partnerships to accomplish more

We dedicate ourselves to involving the community in better farming practices and natural resource protection now and for the future.

# Bainbridge Island Agricultural and Water Quality Assistance Program

2018 ANNUAL REPORT

**Report Period January 1, 2018 through December 31, 2018**

The following annual program report is submitted in accordance with an Interlocal Agreement between the Kitsap Conservation District and the City of Bainbridge Island, dated January 27th, 2015.

## PURPOSE

The City of Bainbridge Island (the "City") currently has over 1,400 acres of agricultural lands. Many of these farms are required to establish and implement farms plans in accordance with provisions in the City's Municipal Code. The City and the Kitsap Conservation District (the "District") share a common goal to promote Best Management Practices ("BMPs") to protect water quality, provide education to landowners on agricultural impacts, and support the use of Low Impact Development practices. Well-designed conservation practices increase farm productivity while protecting water quality and reducing soil erosion. The District has the expertise and experience to provide Farm Plans to meet the requirements of Bainbridge Island Municipal Code Section 18.09.030 and to provide assistance on land management activities and their impacts on natural resources. In providing these services, the District assists with compliance of the City's Municipal Permit, including assistance with the Illicit Discharge Detection Elimination Program and education/outreach.

The City and the District desire to enter into this Agreement and continue to work collaboratively in providing information and services to property owners.

## SCOPE OF WORK

The District will partner with the City to develop and accomplish the following tasks:

- Task 1- Respond to referrals
- Task 2 - Education and outreach
- Task 3 - Develop resource management plans (farm plans)
- Task 4 - BMP Design
- Task 5 - BMP installation
- Task 6 - BMP inspection and maintenance
- Task 7 - Inventory
- Task 8 - Administration and reporting

## TASK 1 - RESPOND TO REFERRALS

Objective: Respond to and address water quality and fish and wildlife related referrals from the City and the Kitsap Public Health District (KPHD).

Scope:

1.1 Respond to referrals from the City. Requests may be generated from: 1) conditional use permits, 2) building permit processes that require farm plans and/or livestock waste management plans, 3) sites which may impact sensitive land areas including but not limited to aquatic critical areas, 4) grading permits associated with farming activity, and 5) stormwater issues for fish passage and barrier problems on private land.

1.2 Respond to referrals from the City's Department of Planning and Community Development to assist in the review of Retail Plans under the category Agricultural Activity when: 1) livestock are raised and/or maintained on the property, 2) livestock waste is being utilized on property as a soil amendment, and 3) additional assurances for surface water protection are necessary for year-round agricultural activities.

1.3 Respond to water quality and solid waste complaints referred by the KPHD. The referrals may be water quality complaints or a solid waste enforcement action associated with agricultural activity.

1.4 Respond to water quality and solid waste complaints referred by the City's Water Resources Program. These may be water quality complaints, solid waste enforcement actions associated with agricultural activity, or findings of an Illicit Discharge Detection and Elimination (IDDE) investigation.

**Task 1 - Respond to Referrals - Work completed**

- *Sassenfeld (3377 Tani Creek)* – City of Bainbridge Island Water Resource Department staff contacted KCD staff with a potential erosion concern complaint on Tani Creek Farm. The City asked KCD staff to try to contact Mr. Sassenfeld since the landowner was not returning City phone calls. KCD staff was able to contact the landowner and completed a site visit. The area of concern was a pasture renovation project recommended in the Conservation Farm Plan, and there was no evidence of erosion. KCD staff contacted City staff with the results of the site visit.
- *Borgnino (7269 Bergman Rd)* – KCD staff was contacted by City Of Bainbridge Island Water Resource Department staff to determine if the property had an existing Conservation Farm Plan and if we have worked with the current landowner. KCD responded that we have worked with previous owners about 15 years ago and there were no livestock on the property at that time. The landowner has not contacted KCD.

## TASK 2 - EDUCATION AND OUTREACH

Objective: Promote public knowledge of local natural resources and fish habitat issues. Maintain a Conservation District agricultural and natural resource educational program.

Scope:

2.1 Maintain effective working relationships with local media and community groups on Bainbridge Island. Submit articles to Island media involving local conservation issues and actions being taken by the District. Participate in selected Bainbridge Island public events.

2.2 Maintain a mailing list of Bainbridge landowners interested in agriculture, natural resource conservation practices, and fish and wildlife habitat. Publish and distribute the District's newsletters to Island residents who are on the District's mailing list.

2.3 Inform landowners of rain garden workshops conducted throughout the county. Technical specifications will be made available to the public through the WSU rain garden specification manual, District engineering and design staff, and through online sources. The District will provide additional outreach opportunities through the District's Annual Tree Sale, District newsletters, and social media.

2.4 The District will maintain a program offering District speakers, sponsoring special interest events, and accepting invitations to make community presentations. The District will coordinate the development and maintenance of this program with the City, KPHD, WSU Extension, and other existing educational programs.

2.5 Identify and/or recommend resources (websites, local and national agencies, nonprofit groups, etc.) that publish materials or documents the City could potentially utilize for education and IDDE associated with agriculture.

**Task 2 - Education and Outreach - Work completed**

- *Friends of the Farms – Bainbridge Grange* – KCD staff helped organize a farmer appreciation dinner for Kitsap Farmers and gave a presentation on farm planning. Approximately forty farmers and interns attended the presentation.
- *Bainbridge Grange* – KCD staff attended Grange Meetings and offered educational workshops
- *Three Days of Preparedness* – KCD staff setup an educational display informing participants of the Firewise program and other services provided to private landowners.




## TASK 3 - DEVELOP RESOURCE MANAGEMENT PLANS (FARM PLANS)

Objective: Protect surface water bodies from potential sources of contamination caused by agricultural-related land use. Provide technical services to landowners. Promote cooperative solutions. Facilitate federal, state, and local incentive programs.

Scope:

3.1 Offer farm-planning services that inventory existing conditions, evaluate resource needs, and recommend alternative farm management practices that protect humans and the quality of soil, water, animals, plants, and air.

3.2 Encourage and offer assistance regarding the preservation and enhancement of fish and wildlife habitat as part of the District's technical services. The District will stay apprised of Clean Water Act and Endangered Species Act regulations, threats, and associated action recommendations that may affect City residents.

3.3 Provide nutrient management plans for crop farms when: 1) livestock waste is utilized for nutrient application purposes, 2) livestock waste is generated or transported to a crop farm and will be stored and/or composted on site for later land application, and 3) an opportunity exists to demonstrate or model to the public for education purposes the storage and utilization of livestock waste as a component of sustainable agricultural land use.

3.4 As directed by the Clean Water Act, Endangered Species Act, and Farm Bill, the District will facilitate all programs and coordinate efforts with the Farm Services Agency (FSA), Natural Resources Conservation Service (NRCS), and U.S. Fish & Wildlife Service, as well as with state agencies including the Conservation Commission, Department of Ecology, Washington Department of Fish & Wildlife (WDFW), and the Puget Sound Partnership for the benefit of agriculture.

3.5 Assist landowners with the application process for eligible incentive and cost-share

programs. These programs may include land that is in agricultural use or land that emphasizes fish and wildlife habitat issues.

3.6 Provide landowners technical assistance for LID practice designs and installations.

**Task 3 - Develop Resource Management Plans (Farm Plans) - Work completed**

- *Tilz (12112 Miller Rd)* – KCD staff is continuing to work with Tilz to address stormwater runoff on their property.
- *Williams (7139 Island Center)* – Mr. Williams contacted KCD to update his existing Conservation Farm Plan. KCD staff visited the site and delivered an updated Farm Plan.
- *Wolfstrom (9300 Morgan Rd)* – Mr. Wolfstrom contacted KCD to develop a Conservation Farm Plan for his property. He is interested in enrolling the property in Open Space Agriculture. KCD staff will work with the landowner to develop a Farm Plan.
- *Sassenfeld (3377 Tani Creek)* – Mr. Sassenfeld contacted KCD for information on improving pastures and seeding recommendations. KCD staff provided Mr. Sassenfeld with pasture renovation information. KCD staff visited the farm as requested by a referral from City of Bainbridge Water Resource staff. There was no erosion issues observed and the concern area was a pasture renovation project as recommended in the Conservation Farm Plan.
- *Anderson (5741 Tolo Rd)* – Ms. Anderson contacted KCD staff to develop a Conservation Farm Plan to allow her to enroll her property into Open Space Agriculture. KCD staff visited the site and delivered a Farm Plan
- purchased. KCD staff visited the site and will develop a Farm Plan for the new property.
- *Countryman (5349 McDonald Ave)* – KCD staff requested Washington Conservation Commission Shellfish funding for the installation of livestock exclusion fencing, roof gutters, and other drainage Best Management Practices to improve water quality leaving the horse boarding stable. Funding was awarded and BMP's were installed to divert surface water runoff around livestock use areas, collect and transport roof water to an existing drainage, exclude livestock from drainages, and create a filter strip to treat surface water flowing out of livestock heavy use areas.
- *Haines (8150 NE Hidden Cove Rd)* – Ms. Haines contacted KCD staff for sources for native plants to vegetate her shoreline. A special order was placed and the plants were delivered.
- *Travis (6856 NE West Port Madison)* – KCD staff was contacted by Mr. Travis who expressed interest in a rain garden. KCD staff visited the site and passed his contact information to WSU Rain Garden Mentors.
- *Heyday Farm (5145 McDonald Ave)* – KCD staff is advising the staff farmer on rotational grazing and other pasture management techniques.

- *Berg - Friends of the Farm (Day Road Farm)* – KCD was contacted by Friends of the Farm's staff to develop a maintenance plan for the ditch on the Day Road Farm. KCD staff brought out Mission Creek Womens crew to weed the planting area.
- *Morse (10175 Torvanger Rd)* – KCD staff worked with Ms. Morse to develop a Conservation Farm Plan for her small beef and poultry farm.
- *Wolfstrom (9300 Morgan Rd)* – Mr Wolfstrom contacted KCD to develop a Conservation Farm Plan for his property. He is interested in enrolling the property in Open Space Agriculture. KCD staff completed a Farm Plan.
- *Pearl (5849 Battle Point Dr)* – Ms. Pearl contacted KCD with questions about barn, paddock placement, and other farm management questions on the property she recently purchased. KCD staff visited the site and will develop a Farm Plan for the new property.

**TASK 4 - BMP DESIGN**

Objective: Provide agronomic and engineering design services that support natural resource protection in City watersheds. Provide designs for BMPs that meet USDA Natural Resources Conservation Service standards and specifications. Develop alternative cost-effective BMPs that are suitable for a specific site's needs and the financial needs of landowners. Provide landowners with rain garden designs.

Scope:

4.1 Deliver a completed design package to landowners with appropriate construction and material specifications included. Staff will maintain a direct presence with construction, project coordination, and implementation.

4.2 When existing NRCS standards and specifications are beyond the scope of a particular project site, staff will seek and/or develop alternative designs. On a site-specific basis, the District will utilize alternative design providers and coordinate design efforts with City and local consulting engineers.

**Task 4 - BMP Design - Work completed**

- *Tilz (12112 Miller Rd)* – KCD staff is working with our regional engineer to provide the owners with stormwater management options.
- *Countryman (5349 McDonald Ave)* – KCD staff and our regional engineering team surveyed the drainage area to provide data for BNP designs.
- *Sassemfeld (3377 Tani Creek)* – KCD staff provided landowner with *Pasture and Hayland Planting (512) specifications.*
- *Countryman (5349 McDonald Ave)* – KCD staff and our regional engineering team surveyed the drainage area to provide data for the following BMP designs;
    - *Diversion (362)*
    - *Fencing (382)*
    - *Roof Runoff Structure (558)*

- *Underground Outlets (620)*

## TASK 5 - BMP IMPLEMENTATION AND INSTALLATION

Objective: Improve water quality and fish and wildlife habitat in Bainbridge Island watersheds by facilitating and assisting with the implementation of BMPs. Provide technical services to cooperators for implementation of farm management practices and habitat enhancement efforts. Offer contracted and/or volunteer labor forces for installation of BMPs. Coordinate joint installation. Provide technical support for rain garden installation.

Scope:

5.1 Assist cooperating landowners with supplies and materials lists for implementation of agricultural best management practices and provide on-site project management to oversee installation.

5.2 Assist with the processing of cost-share reimbursement or other incentive program components.

5.3 Whenever funding is available, contract annually for work crews with the Department of Ecology's Washington Conservation Corp (WCC) for the City. Offer WCC crews to District and partner agency project sites on Bainbridge Island.

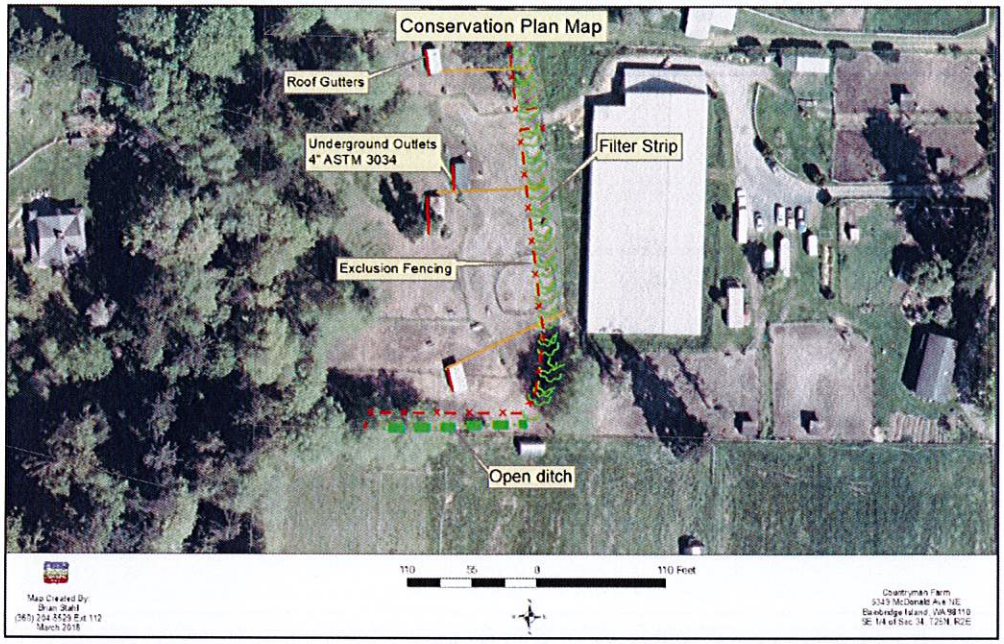
5.4 Coordinate volunteer labor for the implementation of planting projects with the City's Watershed Council, local schools, and community groups.

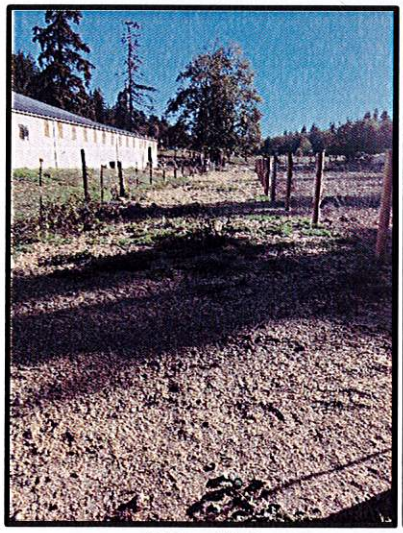
5.5 Seek partnerships with the WDFW, Regional Fisheries Enhancement groups, local tribes, and other local agencies and community groups to combine efforts for project implementation.

5.6 Assist cooperating landowners with supplies and materials lists for implementation of rain gardens and other Low Impact Development/Green Stormwater Solutions (LID/GSS) and if necessary, and provide on-site project management to oversee installation.

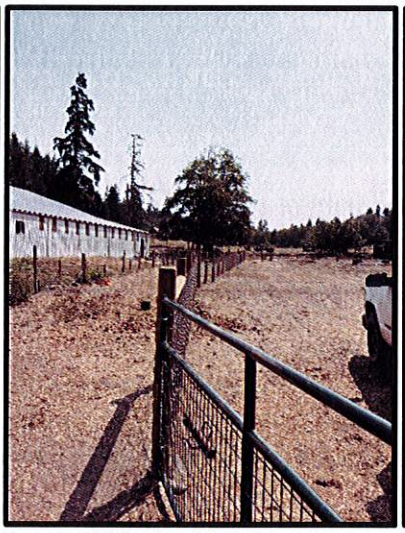
**Task 5 - BMP Implementation and Installation - Work completed**

- *Sassenfeld – 3377 Tani Creek*
  - *Pasture and Hayland Planting (512) – 1 acre*
- *Heyday Farm – 5145 McDonald Ave*
  - *Prescribed Grazing (528) – 8 acres*
  - *Nutrient Management (590) – 5 acres*
- *Countryman Farms(5349 McDonald Ave) - Best Management Practices*

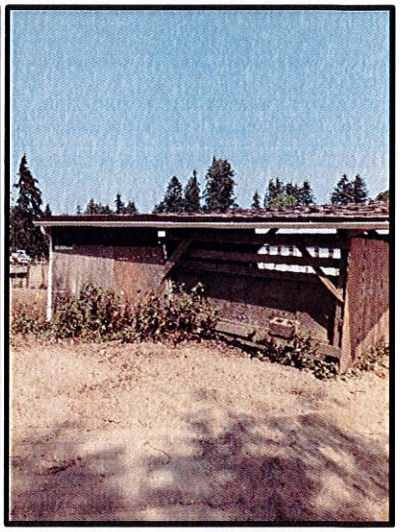


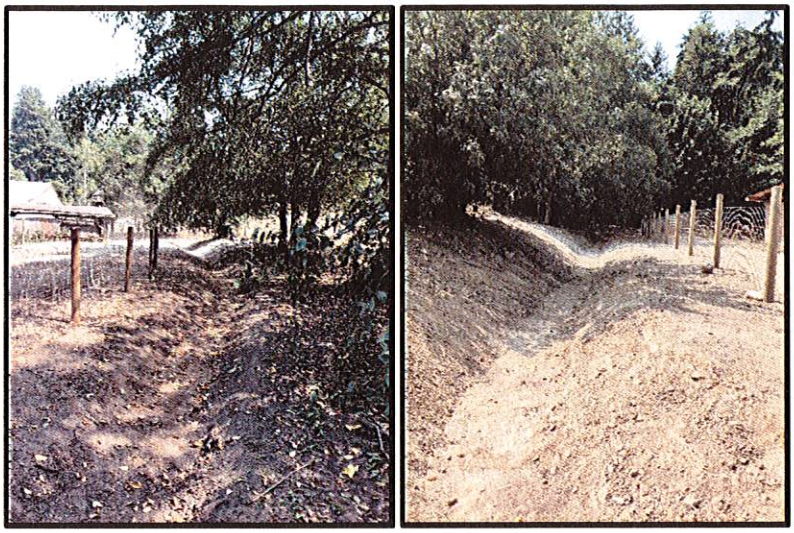
Filter Strip



Exclusion Fencing



Roof Gutters & Outlets



**Open Ditch - Diversion Swale**

## TASK 6 - BMP INSPECTION AND MAINTENANCE

Objective: Determine the operational effectiveness of BMPs on water quality and habitat within the City. Monitor the operation and maintenance of installed BMPs. Demonstrate BMPs.

Scope:

6.1 Evaluate individual farm and habitat BMPs for operational efficiency and ease of maintenance. Provide follow-up assistance to landowners. Encourage landowners to maintain and monitor farm and habitat BMPs for maximum efficiency and seek to meet landowner needs for solutions to maintenance problems.

6.2 Use projects as demonstration sites for other potential cooperators or agencies.

**Task 6 - BMP Inspection and Maintenance - Work completed**

- *HeyDay Farm (4145 McDonald Ave)* - **Composting Facility (317)** - Green Mountain Technologies composter is working very well and is a used as a demonstration on a regular basis.
- *Countryman Stables (5349 McDonald Ave)* – KCD staff inspected the Heavy Use Area for horse paddocks. Practice appeared to be functioning as designed.

## TASK 7 – INVENTORY

Objective: Address non-point pollution caused by inadequate agricultural management practices. Identify, prioritize, and map agriculturally related property within the City.

Scope:

7.1 Update the existing inventory of agricultural properties annually.

7.2 As part of the inventory process, District staff shall prioritize inventoried sites based on their potential to pollute. Criteria include livestock proximity to surface water, livestock waste management, pasture condition, and other visual assessments. The District will follow-up with technical assistance services based on the prioritization. The District's priority list will be reevaluated annually.

7.3 Inventoried and prioritized properties will be entered into a GIS database based on the parcel's tax identification number. The database entries will be updated annually. The District will produce a GIS map, updated as necessary.

7.4 The District will provide an overlay of agricultural properties as well as fish barrier sites on a habitat refugia map based on the Kitsap County Fish Habitat Refugia Study.

**Task 7 - Inventory - Work completed**

- Kitsap Conservation District Staff has been updating the Kitsap County Agriculture Inventory GIS map. The map shows agricultural properties throughout the county and will be available on the Kitsap County website in the future. The agricultural map will also show sources of locally grown food.
- The Agricultural Inventory consists of all small farm properties identified by KCD that are engaged in agricultural activity. Activities include pastureland, cropland, tree farms and livestock operations. Livestock operations range from as small as a few chickens to large horse boarding facilities. Small farms are important to the lifestyle and quality of life of the families who live and work on the farms and their non-farm neighbors. Small farm operations make local purchases that are important to other businesses in the community.
- KCD staff was requested to identify all livestock types associated with Springbrook Creek. A short summary was sent to COBI staff.
- To date, 209 landowners with a total of 1467 acres have been identified. 161 of the farms (approximately 957 acres) identified have livestock. Livestock type is as follows – 60% horse, 15% sheep, 10% ratitae, 8% goats, 3% cattle and 2% poultry. Seven sites received a rating of 1 or 2 and are considered high priority.

  - 1 – High priority 1 sites
  - 2 - Med / High 6 sites
  - 3 - Moderate priority 81 sites
  - 4 - Med / Low 84 sites
  - 5 – Low priority 37 sites

**TASK 8 - ADMINISTRATION AND REPORTING**

Objective: To provide project management, including communication, submit billing invoices, and submit annual and progress reports.

Scope:

8.1 Project management efforts shall include conducting, coordinating, and scheduling project activities, including quality control.

8.2 Communication with the City shall be through email, consultation meetings, and phone discussions.

8.3 Billing invoices, progress reports, and supportive documentation shall be submitted to the City's Project Manager on a quarterly basis.

8.4 The District shall maintain all records throughout the duration of the Agreement and archive those records for an additional five years for audit purposes.

- KCD staff submits billings and reports on a quarterly basis.

Thank you for your continued support!

*Brian Stahl*

Brian Stahl
Technical Resource Coordinator
Kitsap Conservation District

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Ordinance No. 2020-32 Relating to Speed and Wake Restrictions in Blakely Harbor - Police,

**SUMMARY:** The ordinance seeks to implement speed and wake restrictions in Blakely Harbor.

**AGENDA CATEGORY:** Ordinance **PROPOSED BY:** Police

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Safe City

**FISCAL IMPACT:**

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

**BACKGROUND:** BIMC 12.40.060, which relates to speed, wake, and other restrictions in certain identified restricted areas, applies currently to Port Madison Bay, Manzanita Bay, and Eagle Harbor. Blakely Harbor is unique in that it is a 'courtesy' no-wake zone, but is not enforceable. In response to increased concerns regarding watercraft speed, wakes, and water safety, harbor stewards propose including Blakely Harbor to those restricted areas that are set forth in BIMC 12.40.060. This ordinance would add Blakely Harbor to the no-wake restricted areas.

**ATTACHMENTS:**

Ordinance No. 2020-32 Speed and Wake Restrictions in Blakely Harbor.docx

Blakely Harbor No Wake.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**ORDINANCE NO. 2020-32**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, relating to watercraft speed and wake and other activities in Blakely Harbor; amending Section 12.40.060.B. of the Bainbridge Island Municipal Code to include Blakely Harbor as a Restricted Area.

**WHEREAS**, the City of Bainbridge Island seeks to manage the speed and wake of watercraft in certain areas to protect the public health, safety, and welfare; and

**WHEREAS**, it is evident from information received by the City, including via comment received by City staff and the City Council, that the use of Blakely Harbor for a variety of uses, including swimming, kayaking, and paddle boarding, has increased; and

**WHEREAS**, residents and harbor stewards along Blakely Harbor have expressed concerns regarding the speed and wakes of watercraft within the harbor and their impact on the safety of other users of the waterway; and

**WHEREAS**, uses within the harbor include swimmers, non-motorized boaters, anchored vessels, water skiing, and other motorized and non-motorized activities; and

**WHEREAS**, due to such concerns, residents and harbor stewards have proposed adding Blakely Harbor to the other restricted areas set forth in the Bainbridge Island Municipal Code ("BIMC"), under BIMC 12.40.060, and those areas currently include Eagle Harbor, Port Madison Bay, and Manzanita Bay; and

**WHEREAS**, such restrictions provide that it is unlawful for any person to operate a watercraft at a speed sufficient to create a wake or in excess of five nautical miles per hour, whichever is less, within such restricted areas, or within 150 feet of any shoreline, dock, breakwater, or nonmotorized boating class, group, or event; and

**WHEREAS**, on September 22, 2020, the City Council considered proposals related to establishing Blakely Harbor as such a restricted area, and the Council directed City staff to prepare an ordinance to establish the area as proposed by harbor stewards and residents of Blakely Harbor; and

**WHEREAS**, this Ordinance No. 2020-32 meets the intent as indicated and considered by the City Council, including at Council meetings on November 24 and December 8, 2020, with the goal of increasing public safety in Blakely Harbor based on concerns expressed in the community.

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

**Section 1.** Section 12.40.060.B. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

B. Restricted Areas.

1. Priority aquatic Category A areas pursuant to BIMC 16.12.020.C.2 or future amendments thereto. Uses within priority aquatic Category A areas are also regulated by the shoreline master program (Chapter 16.12 BIMC).

2. Eagle Harbor extending west from a line that runs from the Eagle Harbor Ferry Terminal to USCG buoy No. 5 and Bill Point.

3. Port Madison Bay extending out to one-fourth mile north of the port community dock.

4. Manzanita Bay extending south of latitude 47 degrees 40.200 minutes north.

5. Blakely Harbor extending west of longitude -122 degrees 30.033 minutes west.

**Section 2**. **Severability**. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 3. Effective Date**. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

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

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

_____
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

| | |
|---|---|
| FILED WITH THE CITY CLERK: | November 20, 2020 |
| PASSED BY THE CITY COUNCIL: | _____, 2020 |
| PUBLISHED: | _____, 2020 |
| EFFECTIVE DATE: | _____, 2020 |
| ORDINANCE NUMBER: | 2020-32 |


Longitude -122
degrees 30.033
minutes west.
3D
439

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Confirmation of Appointment to the Planning Commission - Mayor Schneider,

**SUMMARY:** A call for participation was issued for a volunteer to serve on the Planning Commission. A series of interviews over a two day period were conducted. Mayor Schneider recommends the appointment of Ashley Mathews to Position 3 through June 2021 as shown in the suggested motion.

**AGENDA CATEGORY:** Appointment **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:**

Planning Commission Applications (Redacted).pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Wednesday, September 30, 2020 7:50:57 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

**Applicant Information**

| | |
|---|---|
| Name | Dayna Benjamin |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | 2atara design.build |
| Current Position | Project Coordinator |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | Part of my job is to prep and submit permit applications with city so am somewhat familiar with the intent and processes of the planning department and commission. I work directly with biologists, geologist and civil engineers and have a clear understanding of the reason behind the various building restrictions and guidelines. My educational background is in Civil Engineering. |
| Please share your community interests (groups, committees, organizations) if any: | I am an active member of the Port Madison Yacht Club. The only other group I belong to is a book club. |
| Do you have potential conflicts of interest? If so, please explain: | I am the primary point of contact at 2atara for all City correspondence, submittals, revisions. On average, I apply for approx 6 permits per year. All on behalf of clients as their agent/contractor. Please advise if that is considered a conflict of interest. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 9, 2020 3:10:54 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Ariel Birtley |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | Washington |
| Zip | 98110 |
| Current Employer | Olympic College |
| Current Position | Interim Vice President for Administrative Services |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I have a bachelors degree in Architecture from the University of Oregon and Masters Degree in Business and Engineering (Construction Management) from Oregon State University. I have worked at Marin County in the planning department where I was part of the development of numerous local development codes, specific plans, habitat studies, the Local Coastal Plan, and the award winning CountyWide Plan of 2007. I also worked in affordable housing and helped plan for the development of affordable housing and identify and apply for grants. Since Marin County I have 16 years of experience in construction management and design ranging from a pedestrian mall to educational facilities and campus planning. |
| Please share your community interests (groups, committees, organizations) if any: | Most recently I have been very involved with my work at Olympic College and the departments I oversee and the construction projects. I am specifically working on two large construction projects a Shop Building ($10M) and an Innovation and Technology Building ($23M). I also am active in supporting STEM and women and minorities in these fields. I attend APPA which is a regional agency for facilities professionals. Finally I am also involved with the Olympic College Student Government and assisting them with reaching their goals of which many of these are building related. Finally I am on the Sustainability Committee at Olympic College and we are looking for new and exciting ways to interweave sustainability throughout our college buildings, landscape and curriculum. |

| | |
|---|---|
| Do you have potential conflicts of interest? If so, please explain: | No |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

# Ariel Birtley

October 9, 2020

**RE: Planning Commission Application**

Dear Selection Committee:

Serving on the Planning Commission for Bainbridge Island is the embodiment of my research, education, and work experience. I am a driven and conscientious leader who thrives on innovation and fostering civic engagement through the built environment and careful planning of natural spaces. I have a breadth of experience in architecture, construction management, budget management, land use planning and development, conservation of natural habitat areas, public policy development, and research related to land use planning. I believe that space and form in architecture and urban areas hold the capacity to develop and shape a community's identity. When carefully designed, these spaces bring our community together and create the memories that are critical to our lives; these are the locations where we grow up, spend time with loved ones, take adventures, and grow old together. Our urban spaces and buildings should express our unique culture and exhibit empathy in design, equity, and inclusion. Bainbridge Island has the resources and "think tank" capacity to be the future in terms of designing for sustainable planning and green building.

I hold a bachelor's degree in Architecture from the University of Oregon and a Master's degree in Business & Engineering (Construction Management) from Oregon State University. I have nineteen years of experience working in architecture, construction, business operations, affordable housing, land use planning, policy, and procedure development related to land use. I have overseen large construction projects up to $235M; these projects have included managing direct reports, handling large and complex budgets, and coordinating with engineers, architects, contractors and state agencies. My work at Marin County encompassed the development and oversite of building codes, local land use plans, design standards, specific area plans, a local coastal plan, historic resources study, identification of critical habitat areas, and endangered species related to planning and policy development. While at Marin County, I also had the opportunity to work on the nationally award-winning County Wide Plan, which focused on sustainable planning, green building, and socioeconomic concerns and policies. As a construction project manager, my work has ranged from the design and construction of a pedestrian mall to several large high schools, construction of several college buildings and program build-outs, athletic facilities, dorm design and construction, and finally, college master planning. I currently serve as the Interim Vice President of Administrative Services at Olympic College, and concurrently am the head of Capital Projects. While serving in both of these roles, I have made marked improvements to Facilities, Security and Emergency Management, EHS, and Capital Projects. I have completed approximately sixty (60) critical preventative maintenance and regulatory compliance projects in just the last two years. I have initiated compliance and safety programs in both EHS, Facilities, and Security. I have overseen emergency operations, including oversite of COVID operations wherein I developed policies, procedures, and managed building set up for staff and students to return to campus. I also am overseeing two major building projects; a shop building and an Innovation and Technology Building.

On a personal note, I realize you are seeking more diversity on the board. I feel that I exhibit this diversity through my Spanish Jewish heritage and in my approach to critical thinking. As a child, I was brought up by a single mother in a severely disadvantaged household; because my father was gay, he separated from my mom after I was born. Later in my life my mother remarried and had two young children. Through college, I helped raise and pay for my younger

siblings to have food and a home. Through these life experiences, I have grown to value all people and their ways of life. Even with this adversity, I had my mindset on completing Architecture and graduate school, looking towards a future where I hoped to provide a significant contribution to our society. As a young child, my goal was to create urban spaces that held a sense of community and were areas that anyone would feel at home and safe in, as though they "belonged." As a child, I often sought solace in public spaces, libraries, college buildings, and downtown. I began to notice how the built environment shaped myself as a person and contributed to my future. My goal was to carefully analyze how public spaces could emanate a feeling of belonging and provide inspiration. For my master's thesis, I traveled to Europe and researched medieval villages. I carefully studied urban design, public spaces, and historical building practices. My research looked at the design of these historical places. It analyzed how we can utilize these solutions to create sustainable communities and implement green building innovations in our current society. More recently, my interest and research have expanded to include studying how the built environment's design evokes critical thinking, inclusion, and innovation. I am enthralled with the study of environmental psychology, environmental stewardship, and using these fields to design alternative educational settings that engage occupants to achieve their best work. My passion for our community and built environment is why I am applying for this position on the Planning Commission. I hope to create the spaces that I so longed for as a child and that others need to succeed and feel that they belong. Public areas allow for quiet introspection, a safe space to study, solace from difficulties, a place to rejoice, a place to gather, and a place to find yourself.

I have read through your expectations of serving on the planning commission and believe I exhibit the experience and enthusiasm to bring a meaningful contribution to this commission. I have experience with the development of land use policy, the review of comprehensive plans, development codes, and natural resource stewardship. My experience ranges from the design and construction of public areas and buildings related to the analysis and implementation of the regulating agencies' comprehensive plans and local building regulations. I also have experience reviewing subdivisions, residential and commercial designs through the lens of local planning requirements. Finally, I have an interest and experience in the development and planning of affordable housing. My colleagues tell me that I have limitless energy when devoted to a project. I seek to dedicate this energy to this commission by bringing my expertise in planning, architecture, and construction to the careful planning and preservation of Bainbridge Island's built and natural environments. I know that Bainbridge Island is a visionary place, and I believe that I will make a tremendous impact in supporting our community members' lives as they pursue their own personal and community-wide aspirations.

I welcome the opportunity to meet and discuss how my education, work experience, and zest for life would be a good fit for the planning commission vacancy.

Sincerely,



Ariel Birtley

# Ariel Birtley

## Career Statement

With 19 years of experience my skill set ranges from oversight of campus operations, capital project management, budget development and oversight, financial analysis and development, implementation of public and institutional policies and procedures. I have a Masters in Business and Engineering and a Bachelors degree in Architecture. I am a creative and elastic thinker who envisions big picture innovation while harnessing the strategic and analytical tools to identify goals, achieve solutions and finalize work product. My goal is to work at an educational institution that has strong values, a focus on creating a cohesive and culturally mature environment, focus on sustainability, strives towards innovation with a pioneer like spirit, has a focus on STEM related research and interweaves equity and inclusion throughout their culture. My ideal work would include overseeing budgetary and financial decisions, design and construction of campus buildings, grounds and infrastructure projects, Campus Facilities, Campus Security, Campus Environmental Health and Safety, Campus Parking, Campus Dining and Housing operations.

## Education

Oregon State University, Corvallis Oregon
MBE (Masters of Business and Engineering, Construction Management) June 2005
University of Oregon, Eugene Oregon
Bachelor's of Architecture, June 2001

## Professional Experience

Olympic College – Bremerton, WA
**Interim** VP Administrative Services/Capital Projects - January 2019 - Present

**Facilities:** Developed a business plan and balanced an operating budget that was overspent annually by $250k, identified savings of 33 percent. Reconfigured the organizational structure and developed job descriptions and positions to align with maintenance and repair needs and were in concert with union negotiations. Redistributed resources to align with the workload and preventative maintenance needs. Streamlined the process to bring in outside vendor services, equipment, and supplies for ongoing work and repairs. Analyzed campus MEP and Building Envelope systems to determine the need for repair or replacement. Completed overdue maintenance on campus systems that were near the point of failure and had not been serviced for 5+ years. Developed a Critical Repair Plan and a Preventative Maintenance Plan. Developed and implemented a Facilties Safety and training Program. Key Audit and Policy. Brought fire systems into compliance through several repairs, Replacement of outdated Fire Alarm Panels. Implemented Asbestos and Lead training and safety program. Revamped work order system. Worked closely with the bargaining unit, union representatives, and Human Resources to resolve several existing Demands To Bargains and Grievances related to skimming of classified work and organizational restructuring. Worked on employee complaints, disciplinary actions, and investigations. I have worked with employees on performance evaluations, salary analysis, training, promotions, retention, and developing a supportive and positive work environment.
**Security:** Collaborated with Security Director on budget, organizational structure, and resource allocation. Creation and implementation of security plans, Annual Security Report, Security Master Plan, Emergency Management Plan. Development of Building Coordinators, Fire Alarm Evacuation Schedule, Earthquake evacuation. Analysis and operations of systems including card keys, lighting, security cameras and radios. Clery Act Requirements and Reporting. Training and Identification of CSA's. Development of Biennial report. Timely Warning Notifications. Overseeing operations during inclement weather including, ice and snow. SECOMS reporting. COVID Operations.
Setting up and running EOC.
**EHS:** Started program from ground up. Developed and implementing nearly 50 WISHA compliant programs including Blood Borne Pathogens, Respiratory Protection, Chemical Hygiene, Hazardous Waste Management, Asbestos and Lead O&M manual. Creation of an Accident Prevention Program and implementation of several additional Safety Programs campus wide, primary focus on facilities. Additionally implemented on line program for MSDS sheets campus wide. Oversee and run monthly Campus Safety Committee. Implementation of on line training resource campus wide.
**Capital Projects:** Owners representative for several capital projects. Oversaw building commissioning and continuation of warranty items for CIC building (70,000SF). 40 construction projects since January 2019, ranged from building envelope repairs to major MEP upgrades. Accelerated schedule and redeveloped budgets on several projects to meet June 2019 biennium funding time line. Design selection and Programming, Schematic Design for the Weld Shop ($10M), for design of the Innovation Building ($23M). Knowledge of public works procurement, regulatory statutes, IBC, ADA and local and state agency requirements. Technical expertise of MEP and building envelope systems with an understanding of design to manage projects by selected project delivery methods. Establish schedules, budgets, and project requirements and goals. Careful and constant analysis of budget and time lines to align with project requirements. Work with Architects and Engineers to develop design solutions that meet the needs of the College. Work collaboratively with critical contributors when disputes arise to define the issue, determine risks associated with different resolutions, guide the team towards a solution, and implement this. Daily work includes working with RFI's to determine responses are accurate to meet the project needs, Change Orders process including development, negotiation and pricing. Review of SOV's to process monthly payment applications. Maintaining a system to track RFI's, change orders, progress of schedule and budget. Maintaining daily project progress reports. Review and distribution of shop drawings, submittals and any product samples. Review of project safety manuals, and continued review of site safety. Reporting of incidents. Oversee weekly construction meetings, pre-construction meetings, project bidding, project closeout including punch-list, dispersement of O & M Manuals and one year warranty walk thru's. Coordinate hazardous material abatement with contractor and architect, coordinate consultants and engineers during the construction phases to perform required testing or surveys.

Grace College – Warsaw, IN
**Capital Projects Manager: March 2016 to January 2019**

Owner's representative on a variety of remodeling and new construction projects. Due to budget shortfalls on multiple projects, I developed design solutions to keep the designed program and save between 20 to 40 percent of the overall project costs. On all projects, I worked directly with the CFO, the President of the College, Executive Team, Board Members, Department Deans, Faculty, Students and Key donors. Worked closely with the CFO to analyze college budgets, enrollment trends, profit and loss, space needs, staffing, and equipment for academic departments, interdisciplinary studies, athletics, dining, and housing to determine strategic growth measures for the College. Worked closely with different disciplines to document requirements, and collect relevant data, examined faculty to student ratios, enrollment data, costs to run the programs, space, training, and equipment needs. We aligned these needs with the mission of the College, the strategic plan, and the overall budget to determine how to allocate resources and for future building projects. We also developed a cost-benefit analysis for building new dorms and student dining commons. Based on enrollment trend analysis, cost per student for room and board and cost to build new or remodel.

**Capital Projects/Security/Facilities/Housing/Dining:** Worked closely with client user groups to develop a campus vision for built environment. During design assured continued involved in the design process through open communication with users and weekly meetings. Involved clients when critical decisions regarding value engineering or specific programmatic issues of their space were identified during the design process. Used out of the box thinking to align budgetary restraints with program needs and the desire to create inspiring learning environments. During my time at Grace College, I built the following: 176-bed dorm (50,000SF), NCAA track with soccer fields, Science building (35,000 SF), Worship Arts (10,000SF) including recording studios and performance space, Nursing and Exercise science(8,000SF) including 3 classrooms, a nursing lab and simulation labs. Programming and schematic designs on a Student Commons (30,000SF), Business building (20,000SF), Engineering building (14,000SF), and renovation of the library (30,000SF). Purchased all furniture, equipment, and signage for projects. Initiated landscape master plan and improvements for the campus. Collaborated with the CFO and Facilities on a campus security plan, campus parking plan, ADA analysis for campus locations, campus landscape plan, campus deferred maintenance study, energy usage study, and other critical building feasibility studies for future construction and renovation. Worked with facilities through ongoing maintenance and repairs of campus buildings and infrastructure. Worked with national historic preservation society for historic campus buildings. Capital Project oversite included selection of Architects and contractors, oversaw bidding process and interviews. Oversaw budget and schedule for all projects. Reviewed schedule of values for payment application. Oversaw and set up weekly construction meetings and any pre-construction meetings, meetings between architect and engineers to develop MEP solutions, and meetings between architects and faculty during programming and schematic design. Reviewed and created filing systems for RFI's, change orders, submittals and shop drawings. Evaluated and negotiated these when needed, distributed to necessary parties including professors as needed. Reviewed contractor safety plans and inspected site daily for safety. Daily site walk thru's and documentation of work. Oversaw correspondence between architects, contractors, college departments and regulatory officials. Coordinated hazardous material abatement when needed. Developed field sketches and designs as needed. Worked with contractors and architects for building commissioning. Worked with issues that arose during one year warranty. Coordinate site visits by regulating officials to obtain building occupancy and/or work through any issues that arise. Point of contact for all issues that arose between users, architects, engineers, Board of Trustees, Executive team and any regulatory agencies.

**Master Plan:** Oversaw the college master plan process. Researched and analyzed all campus spaces and departmental space needs; this included classrooms, labs, and offices across campus. Coordinated and led user group campus wide "Town Halls", developed schematic studies, interviewed each academic department to improve their programs, programmed all buildings on campus to meet ideal usage needs, analyzed classroom usage, analyzed third space usage, collaborated to create a final Master Plan. Analyzed profitability and design solutions for student housing and dining.

Project Manager: March 2007- March 2015
I worked on individual projects while staying home with my young children.

Kitchell – San Mateo, CA
Construction Project Engineer: June 2005- March 2007
Owner's representative for a $234 million school district modernization bond. Oversaw work on district high schools, which included new construction, renovations and updates to major systems, maintenance to MEP systems and building envelopes and landscaping. The goal of the project was updating facilities, green building principles, asbestos remediation, and earthquake retrofitting. Held weekly meetings with the San Mateo School District representative. Oversaw architects, contractors, engineers and specialty consultants. Worked closely with school district facilities and maintenance staff on PM of systems, identification of projects, project over site and training. Performed daily job walk thru's and documented project progress. Reviewed contractor performance, including planning and logistics for construction and safety planning. Oversaw budget administration and fiscal analysis of projects. Oversaw and coordinated scheduling, contract and subcontract administration, and permit reviews. Verified completion of contracts and oversaw project closeout (punch lists, warranty's, O & M Manuals) were completed and processed. Maintained and oversaw RFIs, issued responses, negotiated, and prepared change orders. Managed and monitored project budgets and scheduling for each portion of the project. Reviewed submittals and shop drawings for accuracy, assured they met job requirements. Reviewed Schedule of Values and prepared Payment applications and approved accounts payable, assured prevailing wage requirements were met. Maintained as-built drawings, prepared daily reports and logs, and bi-weekly status reports. Coordinated daily with DSA, Architects, Engineers, and Project Inspectors. Worked with Architects and Engineers on the development of new projects from programming thru Permit Set. Organized and prepared bid solicitation, oversaw bid proposals, selected the winning bid. Responsible for project closeout as required per contract documents. Included punch-list walk thru and completion, negotiations, dispersement of O & M Manuals. Worked with contractor and regulatory officials to obtain building occupancy. Responsible for resolving any issue which arose, research for best solution from a cost and schedule perspective, mediated between architect, contractor, school officials, and project inspector. Represented school for any interactions with City, County, State, or other regulatory agencies.

# Ariel Birtley

Oregon State University - Corvallis, OR
Graduate Teaching Fellow: September 2004 - June 2005
Taught ACAD and EXCEL, provided instructional support to Faculty member, oversaw student workers.Developed and performed research on a grant from Hewlett Packard to study why there is a lack of Women and Minorities in the Engineering Fields.

Harsch Investment Properties – Alameda, CA
Assistant Project Manager: June 2004 - September 2004
Owner's representative for a $40 Million remodel of an outdoor shopping mall wherein I oversaw the Architect, Engineers, consultants and contractors. Oversaw all construction from bidding to contractor selection, contract negotiation, project budgets, scheduling, and weekly meetings. Several crucial new anchor stores were under construction, as well as significant developments to the landscape. All existing tenant spaces were remodeled. Coordinated with the city on multiple permits. Coordinated with retail customers, shop owners, contractors, engineers, and Architects to develop a construction schedule and budget. Maintained as-built drawings, responded to change orders and RFI's.

Marin County CDA- San Rafael, CA
Assistant Planner: August 2002 - June 2004
I worked in three departments; current planning, advanced planning, and affordable housing. Publications: Marin County General Plan, Local Coastal Program, Monarch Butterfly Study, Indian Valley Plan, Trends and Issues Report for the County of Marin, San Quentin Village Redevelopment Plan, and the Marin County Historic Element.
Current Planning: Issued permits for proposed projects. Performed site visits, analyzed plans for conformance with local codes, coordinated with local agencies, neighbors, engineers, architects, and prepared for public meetings where I presented findings and recommendations to the board. Worked on the development of the Development Code, The General Plan, The Housing Element, & other specific community plans using GIS, parcel, and land use maps and CEQA.
Advanced Planning: I worked with the honorable Alex Hinds and team to create the APA Nationally award-winning green Marin Countywide Plan. This involved research regarding land-use zoning, conservation areas, endangered species, and habitat areas. We created new policies about historic preservation, social justice, environmentalism, and the built environment to align with and be the forerunner in the country for Green and Sustainable Design Principles. We received public input at public meetings, integrated this information into the plan, and then presented the proposed changes to the board of supervisors and then back to the public. Solely responsible for researching, writing, and developing the historic element. I worked with local land trusts and government agencies to preserve land and provide public access to natural resource areas. I also researched and provided policies for the Local Coastal Plan, Cliff erosion, and Monarch butterfly conservation. I worked with the Green Building Department to perform research and develop systems.
Affordable Housing: Applied for grants and wrote proposals to agencies to obtain financing for local projects. Identified sites and design solutions for new developments. Oversaw maintenance and operations of existing units. Met with public interest groups to generate interest in projects. Developed and oversaw project and operational budgets, analyzed the feasibility of projects and the program operations. Researched and analyzed data, collaborated findings to write and implement new policies and ordinances. Coordinated with county officials and private investors to create a Housing Trust fund.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 9, 2020 10:23:43 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Lauren Craig |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | King County Metro |
| Current Position | Local Government Relations and Partnerships Lead |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | Yes |
| If yes, please indicate which group(s). | Seattle Planning Commission, King County Women's Advisory Board |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | As a brand new Bainbridge Island resident, I am grateful for the opportunity to apply for the Bainbridge Island Planning Commission. As a former Seattle Planning Commissioner, I can hit the ground running navigating the structure and issues before the Commission. Moreover, I have expertise in housing, land use and transit policy. In addition to the qualifications listed in my attached cover letter and CV, I feel as though I bring a unique perspective to the Commission as a renter, pedestrian and non-driver. I understand Bainbridge Island is different than Seattle, and I look forward to bringing my unique perspective to the Commission, while deepening my understanding of a community that has been well-defined and long-appreciated by its residents. With 13 years of experience as a public policy analyst, regulatory compliance attorney, and municipal government relations lead, I am confident that I offer what you are looking for. In 2015, I attended a transportation and land use infrastructure tour in Copenhagen, Denmark, with city elected officials from Los Angeles and Seattle, and seek to contribute what I learned to the city of Bainbridge Island. |
| Please share your community interests (groups, committees, organizations) if any: | I recently moved to Bainbridge Island, but am interested in community health, including Seattle Parks and Rec programming, and more opportunities for COVID-era physical and mental health, including opportunities for walking, biking, and socially-distanced engagement. I am also interested in anti-racism efforts, and how Bainbridge Island can contribute its resources and skills to supporting a broader movement, as well |

| | |
|---|---|
| | as diversify its schools, residents and businesses through land use. Last, I care deeply about sustainability and seek ways to reduce driving and carbon emissions. |
| Do you have potential conflicts of interest? If so, please explain: | I work for King County, and live in Kitsap. I served on the Seattle Planning Commission and worked for King County, which was not an issue. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

Dear City of Bainbridge Island,

As a new Bainbridge Island resident, I am grateful for the opportunity to apply for the Bainbridge Island Planning Commission. As a former Seattle Planning Commissioner, I can hit the ground running navigating the structure and issues before the Commission. Moreover, I have expertise in housing, land use and transit policy and implementation. In addition to the qualifications listed in this application, I feel as though I bring a unique perspective to the Commission as a renter, pedestrian and non-driver. I understand Bainbridge Island is different than Seattle, and I look forward to bringing my unique perspective to the Commission, while deepening my understanding of a community that has been well-defined and long-appreciated by its residents. With 13 years of experience as a public policy analyst, regulatory compliance attorney, and municipal government relations lead, I am confident that I offer what you are looking for. Specifically, I have the following qualifications that could offer substantive expertise and a collaborative perspective to the Commission:

- **13 years of public policy experience:** My positions at King County, The Port Authority of New York and New Jersey, local labor and social justice organizations, and large business associations, have all involved strategically analyzing public policy to develop policy positions, as well as drafting proposed legislation. This role required subject matter expertise, high political acumen, and knowledge of legal landscapes. In my current role, I develop communications and strategies to help shepherd our programs and projects through other government entities. I have special expertise in housing, transportation, and land use policy, as well as experience with governments and legal structures in New York, New Jersey, California, and, for the past six years, Seattle and King County, Washington. I can develop new technical acumen and identify related potential political and legal pitfalls very quickly.

- **Former regulatory compliance and business transactions attorney:** I worked in the Regulatory Compliance and Business Transactions division of the Port Authority of New York and New Jersey, which is a government agency as well as a market participant. There, my clients were the business divisions. In order to adequately represent my clients in drafting agreements or providing legal advice, I had to develop technical expertise in the lines of business. I had to consistently monitor legislation that would be relevant to the clients. This experience can assist with providing proactive advice concerning changes to the regulatory landscape. In addition, my role was to work with the Government Relations team to provide legal analysis of public policy, as well as identify reputational or economic risks to the organization.

- **Successfully built relationships and partnerships with major stakeholders and elected officials.** I have worked in Washington State for over six years. I have two political appointments under my belt: The Seattle Planning Commission and the King County Women's Advisory Board. My former supervisor is a state Senator. I have worked with the King County Executive directly. In my current role, I am responsible for building and managing relationships with all 39 local jurisdictions in King County. I have built strong relationships with city leadership as well as Councilmembers and Mayors. I work with major stakeholders, other government agencies, and community-based organizations in the region to review project plans. I will bring my engagement skills and collaborative approach to the Commission.

I can assure you that, if selected, I will a bring depth of public policy experience, relationship-building skills, and a deep commitment to equity and sustainability. After you have had a chance to review the enclosed resume, I look forward to discussing how I can contribute my skills to the Commission. Please do not hesitate to contact me with any questions.

Sincerely,
Lauren Leigh Batalias (Craig), J.D.

## Lauren L. Batalias, J.D.

### Professional Summary

- 13+ years experience analyzing policy at the local, state, and federal level across multiple jurisdictions.
- 8+ years experience in government and community relations across multiple jurisdictions.
- 6+ years experience successfully negotiating policy solutions and legal agreements with stakeholders, elected officials and government agencies.
- 3+ years experience leading research, policy and advocacy strategy for issue-area campaigns.
- 14+ years experience managing projects and programs for government agencies and non-profit organizations.
- One year experience devising and managing a cross-functional team of research and policy analysts.
- Adaptable, enthusiastic self-starter.
- Successful track record as a voice for equity and sustainability as a Seattle Planning Commissioner and King County Women's Advisory Board Member.
- Special expertise in housing, land use, transportation, workforce, and environmental policy with equity lens.

### Experience

**LOCAL GOVERNMENT RELATIONS AND PARTNERSHIPS LEAD | KING COUNTY GOVERNMENT | SEATTLE, WA**

**King County Metro Transit General Manager's Office (January 2020 - present):**

- Establishes and maintains productive relationships on behalf of Metro and meets regularly with city councilmembers and jurisdictional staff.
- Identifies, negotiates, resolves or elevates sensitive, significant, and controversial issues between King County Metro staff and local jurisdictions.
- Provides information and coordinates the elevation of issues, local elected or jurisdiction positions and feedback to leadership.
- Manages program and logistics for 39-jurisdiction long-range plan technical advisory committee and thrice-monthly transportation boards of elected officials.
- Develops and implements government relations and partnerships strategies for planned BRT lines through multiple jurisdictions.
- Advises leadership on tribal relations, strategy and policy as needed.

**PROJECT/PROGRAM MANAGER III | KING COUNTY GOVERNMENT | SEATTLE, WA**

**King County Metro Transit General Manager's Office (Previously DOT) (December 2017 – January 2020):**

- Lead project manager and successful negotiator for multi-million dollar rail operating and maintenance agreement with Sound Transit.
- Managed consultant to develop and implement government relations and partnerships strategies for long-term capital projects.
- Developed operations protocols to optimize delivery of programs during reorganization.
- Metro representative for Puget Sound Regional Council project evaluation committee, responsible for selection and disbursement of FHA and FHWA funds through local MPO.
- Represented and staffed King County Executive Dow Constantine at a variety of community meetings and events.

- Provided subject-matter expertise in transportation policy and strategy to Executive team.
- Led research and policy efforts for Department of Transportation Director and worked directly with division directors to achieve results.
- Managed all aspects of research, drafting and analysis for statewide transit-only lane enforcement legislation.

**CONSULTANT, CITY OF SEATTLE DEPARTMENT OF NEIGHBORHOODS | SEATTLE, WA |**
*2017*

- Consulted with the city of Seattle to implement large public education effort for upzones to support new housing through Seattle's Mandatory Housing Affordability policy.
- Translated complex housing and land use policy for thousands of Seattle residents.

**RESEARCH MANAGER | SEIU 775 | SEATTLE, WA**
*2015 - 2016*

- Created and managed cross-functional multi-division research and policy department.
- Supervised, assigned work to, and grew the skills of a team of research and policy analysts.
- Developed and executed lobbying strategy.
- Led qualitative and quantitative research projects on major policy campaigns.
- Represented union President and provided policy expertise to Department of Labor in Washington, D.C

**POLICY COUNSEL | PUGET SOUND SAGE | SEATTLE, WA**
*2014 - 2015*

- Led research, policy and stakeholder efforts for successful campaigns.
- Drafted legal and policy analysis of proposed legislation, drafting and passing first-ever transit-oriented development provision for statewide transportation authorizing legislation in Washington State.
- Co-led multiple coalitions, managed divergent interests and negotiated mutually beneficial solutions among partners and elected officials.
- Developed and managed budget for transit, land use and housing program.
- Directed all aspects of communications for campaigns including earned media, op-eds, blogs, liaising with press.

**ATTORNEY | PORT AUTHORITY OF NEW YORK AND NEW JERSEY | NEW YORK, NY**
*2012 - 2014*
**Regulatory Compliance and Business Transactions Division:**

- Devised and implemented a program within the Law Department to track legislation and regulations at federal and state levels.
- Provided legal analysis and advice to government relations and internal clients on legal and policy implications of business decisions.
- Translated Law Department policy positions for Government Relations leads.
- Managed all aspects of drafting technical mutual aid agreements for emergency operations procedures at airports, parties included Department of Defense, police and fire agencies.

**STUDENT ATTORNEY | URBAN LEGAL CLINIC | NEWARK, NJ**
*2011 - 2012*

- Drafted motions, administrative hearing and federal-appellate briefs, client interviewing and counseling.
- Won negotiation with U.S Attorney representing the Social Security Administration, resulting in $65,000 for disabled client.

**LEGAL FELLOW | EASTERN ENVIRONMENTAL LAW CENTER | NEWARK, NJ**
*2011 - 2011*

- Drafted technical comments arguing environmental justice impacts for the Jersey City Natural Gas Pipeline Environmental Impact Statement for submission to Federal Energy Regulatory Commission.
- Researched litigation and policy advocacy strategy for Coalition for Healthy Ports.
- Drafted copious legal and policy research memoranda.

**PUBLIC POLICY ANALYST | BAY AREA COUNCIL | SAN FRANCISCO, CA**
*2007 - 2009*

- Researched, tracked and analyzed current and proposed local, regional, state, and federal public policies.
- Worked with Vice Presidents to encourage support for the first regional equitable development TOD bill in the U.S.
- Provided subject-matter expertise to vice-presidents and members in water, transportation and energy policy.
- Drafted research memoranda for member and staff reference.
- Developed relationships with stakeholders and identified common policy objectives and priorities, including high-level government officials, CEOs and government relations leads of major corporations.
- Organized and developed program content and logistics for policy committee meetings and coordinated major conferences.

**CONSULTANT, DIRECTOR OF POLICY ADVOCACY FOR ANNUAL CONFERENCE | WOMEN IMPACTING PUBLIC POLICY | SAN FRANCISCO, CA**
*2007*

- Developed business-member committees in health care, energy, and government contract procurement legislation.
- Organized Capitol Hill visits to Senators, and a Congressional luncheon with then-Senator Hillary Clinton at the annual conference in Washington, D.C.
- Advocated WIPP policy positions with members to federal legislators.

**PROGRAM ADMINISTRATOR | INDUSTRIAL AND TECHNOLOGY ASSISTANCE CORPORATION/RESEARCH FOUNDATION OF CUNY | NEW YORK, NY**
*2004 - 2007*

- Developed and administered materials cost-savings program furthering the economic and environmental development of small-mid-sized industrial and manufacturing businesses the greater New York area.
- Spearheaded biofuel production company and restaurant partnership initiative.
- Trained in grant-writing techniques.
- Synthesized complex performance metrics from relational databases for reporting to funders.

## Technical Skills

Proficient in using data visualization software, Microsoft packages, relational databases, Salesforce, EBSCO Host, LexisNexis, Westlaw, state and local legislative websites, Federal Register, Thomas.gov, American Community Survey, elementary GIS, Asana, custom content management systems.

## Education

**J.D. | 2012 | RUTGERS SCHOOL OF LAW**

- Senior Editor, Race and the Law Review
- Co-Chair, Human Rights Forum
- Technical Research Assistance for *The Price of Paradise, The Costs of Inequality and a Vision for a More Equitable America*, by Professor David Dante Troutt
- Member, Environmental Law Society

**B.A. | 2006 | STATE UNIVERSITY OF NEW YORK**

- Major: Anthropology/Psychology

**Green Lane Project Transportation Leadership Tour, People for Bikes, with City of Seattle and City of Los Angeles,**
**Copenhagen, Denmark, 2015**

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 9, 2020 2:10:38 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | james dingels |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | bainbridge island |
| State | wa |
| Zip | 98110 |
| Current Employer | TIROG |
| Current Position | Administrator/COO |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | * Senior Citizen who is ramping down his professional career and now looking to give back to the community through projects of interest<br><br>* 38 years experience in the healthcare industry as a hospital and medical group administrator achieving solutions in the face of complex organizational, social, regulatory, etc.challenges<br><br>* Dependable 20+ year Island resident who's lived here long enough to appreciate the community and its culture<br><br>* Offering a fresh perspective/Open to all sides of the arguments with no preconceived biases or opinions affecting my decision-making.<br><br>* While not knowing many of the current intricacies of the role, I have a history of being a quick and reliable study, able to positively contribute fresh perspectives in short order.<br><br>* Education/training: Economics B.A. from St. Thomas University, MBA and Masters of Public Health from Yale University, Certified Medical Practice Executive, Retired CPA |
| Please share your community interests (groups, committees, | Planning Commission membership |

| | |
|---|---|
| organizations) if any: | |
| Do you have potential conflicts of interest? If so, please explain: | I have no known potential conflicts of interest. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, September 11, 2020 10:41:48 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

**Applicant Information**

| | |
|---|---|
| Name | Anthony Lawrence Farrell |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Retired / Corrections Officer / Dept. of Adult & Juvenile Detention / King County / Seattle |
| Current Position | Retired / Washington State Dept. of Retirement system (DRS) |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | All my experience and training are incorporated into the Criminal Justice System. I have Master's Certificate in Project Management - Villanova University, a BA in Society & Justice - Washington University, a Certificate form WSCJTA. I also hold a AA in Law Enforcement - Shoreline Comm. Col.<br>At the Dept. of Adult & Juvenile Detention, I was an FTO, Officer. Also I was on the Transition Team (develop an new Jail /RJC), Acting Sgt., and Triage Officer. Plus I have skills in illustrations (Arts), manufacturing (Food/Glass/Trucking) and Culinary Arts. I will bring to the table a adversity of experience with deserve perspectives. My ability to communicate, work with others, investigate and analyzes data, visualize concepts and objectives would makes me an asset to the Planning Commission. |
| Please share your community interests (groups, committees, organizations) if any: | * I am a member of the Knights of Columbus, a fraternal Catholic Organization who mission is to provide charitable works to the Parish, Community, State. (20 yrs.- held many Officers positions)<br>*I volunteered at the Court Jail (King Co.) in the Program dept. I operated and monitors Jail programs: Inmate Eye Wear and Moslem items. Also I kept records for the Education, AA, NA, Reading and Religious programs. Also I was an adviser on operational procedures Its was cut short by the Coronal -19.<br>*I volunteered withe the Rotary Club each year for the pass 10 yrs. (worked in the kitchen)<br>* I participated in the Bainbridge Island PD Citizen's Police Academy. |

| | |
|---|---|
| | * did Volunteer work for my Parish, St. Cecilia, and the local Democratic group (post cards). |
| Do you have potential conflicts of interest? If so, please explain: | None that I am aware of. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Saturday, September 19, 2020 4:38:42 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | james forsher |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | WA - Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | self |
| Current Position | Retired Professor |
| **Experience & Qualifications** | |
| Have you served on any city committees, commissions, boards or task forces in the past? | Yes |
| If yes, please indicate which group(s). | Historic Board. 2013-14 |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | Masters and PhD in Urban Planning. University of Southern California.<br>Worked in the Mayor's Office, Los Angeles.<br>Taught Planning during my years as a college professor.<br>I have built and remodeled several buildings over the years. |
| Please share your community interests (groups, committees, organizations) if any: | I was in the Rotary Club for several years. I also helped organize our neighborhood for earthquake preparedness and later joined the emergency captains group on the island. |
| Do you have potential conflicts of interest? If so, please explain: | none. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**James Forsher PhD**

## Profile

Professional, highly motivated and dedicated teacher, demonstrating excellent interpersonal and communication skills with extensive experience in communication studies programs and courses.

## Education and Qualification

1997 – 2000 University of Southern California. PhD Urban Planning.

Dissertation topic explored the entertainment industry and effects urban life.

1977 – 1980 University of Southern California. Masters in Urban Studies

1973 - 1975 University of California, Santa Cruz. BA in Psychology

## Employment

2013 – 2016 Seattle Film Institute. Seattle, WA. Instructor in Communication Studies.

Fall, 2015 Fulbright Visiting Scholar. Klagenfurt University, Klagenfurt, Austria

2007 – 2012 Seattle University. Seattle WA. Associate Professor in Communications

2001 – 2007 California State University East Bay. Associate Professor in Communications (ret)

1997 – 2001 Florida State University, Tallahassee, FL. Assistant Professor in Communications

1992 – 1993 Temple University, Philadelphia, PA. Visiting Professor in Communications

1989 – 1992 Fullerton College. Fullerton California. Adjunct Community College instructor

## Sample of Classes Taught over the years.

- Introduction to Communication Studies
- Introduction to Mass Communications
- Race and the Media
- Censorship and Cinema
- Screenwriting
- Writing for Journalism
- Documentary Film Production
- Broadcast News
- Editing
- Graphic Arts

- Film History
- Qualitative Research
- Professional Practices of the Entertainment Industry
- Study in Hollywood; Intensive study course in Los Angeles

Publications and Creative Projects

- Elvis and Trude: Feature Length documentary focusing on Elvis Presley and his first five years in Hollywood. Co-Production with Langbain and Partners, Vienna Austria. ORF funded. 2017
- Community of Cinema (Author). Greenwood Press February 2003. Reviews the development of the movie theater in America and its impact on public space.
- Forsher, James. Propaganda and the Movies: Encyclopedia of International Media and Communications Academic Press (publication date unannounced)
- Roddenberry's Trek 2013-2015 Feature-length documentary focusing on Gene Roddenberry, creator of Star Trek.
- Pearson Education. Consulting Producer 2005 –2012. Produced over 60 'webisodes,' and created over 100 online assessments tools.
- Best Little Towns in America (Producer/writer) 2002. PBS. Half hour pilot that examines small towns throughout America.
- Lost Warriors (Producer) 2002. Half-hour PBS documentary on homeless Vietnam Vets. Winner, Telly Award,
- Changing Culture of the Workplace (Producer/Director/Writer) 1995. Funded by a grant from the California Dept. of Education and aired nationally on PBS in 1996. 8- part-series, hosted by George Takei, explored structure of the workplace.
- Japanese /American Propaganda Wars (Producer/Co Writer) 1993. Episode of the Arts and Entertainment Time Machine series; the show explored the propaganda wars that occurred during World War Two.
- The Hollywood Censorship Wars (Producer/Co Writer) 1993. Episode of the Arts and Entertainment Time Machine series. Show explored the battle to censor movies, between 1893 and 1992.
- The Future That Never Happened ({Producer/Co Writer) 1993. Episode of the Arts and Entertainment Time Machine series, the show explored popular forecasts of the future made over the past 200 years.
- The 1960's (Producer/Writer) 1992-1993. 13 part series for Liberty Media's Encore! /Starz Movie Channel. The series looked at cultural life during the 1960's in America.

- Hollywood Chronicles (Producer/Writer/Director) 1989. 26 part series produced for the Discovery Channel and hosted by Jackie Cooper. Focused on the history of motion pictures and its impact on America.
- Hollywood Christmas Story (Producer/Writer/Director) 1988. Produced for the Discovery Channel. One hour special explored the Christmas season as told through the movies both on and off screen. Hosted by Rosemary Clooney.
- Hollywood Ghost Stories (Director/Writer) 1984. Hosted by John Carradine. Feature length special about hauntings that take part in Hollywood. Aired on Cinemax, Movie Channel, Discovery & Warner Home Video,
- Hollywood Uncensored (Co-producer and director.)1986. Feature hosted by Peter Fonda & Doug Fairbanks Jr. about film censorship from the 1920's to the mid 1980's. Movie Channel, Cinemax, Warner Home Video
- York Seltzer, American Red Cross, Hasbro, Tyco Toys, Matchbox Toys. 1983-1993. Produced and directed series of commercials.
- Ticket to Hollywood (Producer/Director) 1983. Feature length special on the publicity system in Hollywood during the 1920's and 1930's. Movie Channel, Media Home Entertainment
- KNBC Channel 4, Public Affairs (Associate Producer) (1980-1982) Produced segments dealing with cultural and religious affairs in Los Angeles.
- Cadillac Hotel (Producer/Director)1979, 1986. The Learning Channel. Documentary hosted by Ed Asner. The Venice, California hotel, composed of men and women ranging in age from 80 to over 100 years.
- Best Show in Town (Producer/Director) 1977. Adolph Zukor recalls how he helped create the feature film industry and Paramount Studios.
- Insight into a Giant (Producer/Director) 1975. Conrad Hilton recalls how he helped create the modern hotel industry.

## Conference Presentations

- The Creation of Elvis Presley. AAAS conference. Graz Austria. October, 2015
- The Animated Enemy. SIFF Film Festival. Seattle, WA . 2009 & 2010.
- The Unseen Cinema: Censorship before 1932 Pacific Film Archives
  1993 & 2006 (lecture with film clips)
- Access and Exclusion: Internet Technologies and Underprivileged Groups
  Telecommunications and the City Conference
  University of Georgia March 1998
- Claude Pepper Screening and discussion 1999
  University film and Video Association
  Emerson College, Boston
- Claude Pepper: Students working on Documentaries 1998
  Broadcast education Association
  Las Vegas, NV

- The Unseen Cinema: Censorship before 1932
  Pacific Film Archives
  December 18, 1993 (lecture with film clips)
- Mass Culture and Urbanization: The relationship between the growth of Motion Picture Theater Districts and the Development of Downtown America 1900 through 1930.
  Popular Culture Association March 23, 1996
- The Production Code, its Development and Formation
  Rochester Institute of Technology/Kodak Institute
  RIT Conference on Film Preservation)
  August 12, 1993
- Vietnam War as seen on Television
  George Mason University (talk) March 1993
- Creating the Concept: From formation to pitching
  American Film Institute (talk) 1991
- Mass Culture and Urbanization: The relationship between the growth of Motion Picture Theater Districts and the Development of Downtown America 1900 through 1930. Popular Culture Association March 23, 1996 (Talk)

**References**

Professor Steve McDowell
Associate Dean, College of Communication
Florida State University
(850) 644-2276
steve.mcdowell@cci.fsu.edu

Dr. Geoff Potter
Faculty of Education (retired).
University of Victoria
British Columbia, Canada
gpotter@uvic.ca

Stephen Sheppard
Producer/Editor w/ 60 Minutes. CBS Television
Emmy award winning editor/producer
steve@thegoodsheppard.com
(212) 866-9465

David Trees
Academic Affairs Officer
djtrees@seattlefilminstitute.com
206-568-4387
3210 16th Ave. W
Seattle, WA 98119

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Monday, October 5, 2020 4:48:14 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | John Frew |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Frew Development Group, LLC |
| Current Position | President/CEO |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | For more than 30 years I have interacted with local governments, either as an attorney representing clients or as the owner of my own real estate development company. I have first hand knowledge of the planning and zoning process and extensive experience with the quasi-judicial nature of a commission. In addition to a law degree, I have a masters degree in public affairs that has provided me with a deep respect for the public policy process, institutions and participants. |
| Please share your community interests (groups, committees, organizations) if any: | Were it not for COVID-19, my wife and I would have become active in civic and social organizations on Bainbridge Island, just as we were throughout our 35 years living in Denver. When circumstances allow, we intend to actively volunteer and engage in the community. |
| Do you have potential conflicts of interest? If so, please explain: | No. My wife and I moved to Bainbridge Island about one tear ago and while I have an office here, I will not engage in real estate development on Bainbridge Island and so no conflicts exist or would arise. Separating where I live from where I work is an effective guard against conflicts of interest were I to be appointed to the Commission. Our company will be engaged with projects in Iowa, Texas and Colorado for many years to come and I do not plan to expand that footprint. |
| Feel free to attach a cover letter, resume', or other materials, if you | |

wish (optional):

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

Email not displaying correctly? View it in your browser.

# JOHN FREW



John Frew is the President/CEO of Frew Development Group, LLC, a commercial and residential real estate development company. Mr. Frew established FDG in 2003 as a continuation of his distinguished career as an attorney, investment banker, and senior government official.

FDG has managed more than two million square feet of renovation and ground up construction in the office, commercial, retail, and hospitality sectors. FDG's ownership interests include hotels, retail, and multi-family residential. Currently, FDG has projects under construction in Cedar Rapids Iowa, Rockport Texas, and Dillon Colorado.

As an attorney, John has represented clients in the regulatory, legislative and executive branches of government at the local, state and federal levels. John excels at forging public-private partnerships to match public sector needs with private sector goals. His experience encompasses a broad range of development challenges, including complex land use approvals, inter-governmental agreements, site selection, land acquisition, tenant relocation, and construction management.

John and Marcia Frew live on Bainbridge Island, Washington and their daughters Lindsey and Shelby are actively engaged in the company.

## EDUCATION

**University of Iowa (B.A. & M.A.)**
**Creighton University School of Law**

## MEMBERSHIPS

**Washington and Colorado Bar Associations**

## SELECTED PROJECTS

- Pearl Point Apartments (Rockport, TX)
- Homewood Suites (Dillon, CO)
- Westdale Town Center – PetSmart, Ross, Burlington, US Veterans Medical Clinic, Tru by Hilton, Home2 by Hilton, Boulder Tap House, Caribou Coffee (Cedar Rapids, IA)
- DoubleTree by Hilton (Cedar Rapids, IA)
- Coors Field (Denver, CO)
- 1STBank Center (Broomfield, CO)
- Grand Prix of Denver
- Denver International Airport
- State of New York Disaster Recovery (Hurricane Sandy)
- HEB Center (Cedar Park, TX)

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Wednesday, October 7, 2020 10:00:52 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Jim Halbrook |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Banbridge |
| State | wa |
| Zip | 98110 |
| Current Employer | self employed |
| Current Position | self employed |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I am an environmentalist with training in the biological sciences. My interest is to help make city policies consistent with the reality of global warming. The City of Bainbridge Island has ignored the science and the warning signs of a heating planet. Environmental degradation on the island is shocking considering that environmental destruction is the cause of climate change.<br><br>An example of irrational land speculation and development can be viewed at the McMansion developments on Weaver and Finch Roads. Nearly 3 dozen 4000 sf homes were built on a wetland creek consequently destroying this important wildlife habitat. To make matters worse, the entire compound on Finch Road is surrounded by 6 ft fencing, further disrupting the migration of local animal populations to and from the creek, including deer, coyote, pheasant and raccoons. And lastly, to completely disrupt what remained of this habitat, the corporate developer with encouragement from the city built a trail through the creek. This example (and many others) highlights the degree to which City policies contribute to poor environmental stewardship and climate change. The Planning Commission has a lot of work to do.<br><br>My interest is in the health and well being of the citizens of Bainbridge Island; including plants and wildlife. The natural environment sustains us, yet we are continually destroying it. Every year we deny climate change makes matters worse for |

| | |
|---|---|
| | those who actually live here. Now is the time to advise the City on the reality of climate change and recommend land use policies consistent with science and enlightened environmental stewardship. |
| Please share your community interests (groups, committees, organizations) if any: | Not a member of any clubs |
| Do you have potential conflicts of interest? If so, please explain: | I have no financial conflict of interests that would disqualify me from participating in this commission. I am a home owner and, have no interests in land speculation or development schemes. I do not have family or friends involved in these activities; nor do I take money from land speculators either directly or indirectly through foundations or charities. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Thursday, October 8, 2020 2:58:14 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Kyle LaBrache |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | CA |
| Zip | 98110 |
| Current Employer | Self |
| Current Position | Filmmaker |
| **Experience & Qualifications** | |
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | Please see attached letter |
| Please share your community interests (groups, committees, organizations) if any: | Rowing, yoga, hiking, landscape design, public use space, shoreline management |
| Do you have potential conflicts of interest? If so, please explain: | No |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

October 8, 2020

Hello:

I am new to Bainbridge Island, but I have have deep roots in the Pacific Northwest and the Seattle area. My family and I were drawn to Bainbridge not just by the stunning beauty, but by the way it is being managed to protect the natural spaces while promoting smart growth in the urban zone.

My interest in volunteering for the planning committee comes from a desire to help contribute to my new community.

While my career is in filmmaking, I am deeply engaged in urban planning and design. In my previous neighborhood in Los Angeles, I worked to expand drought-tolerant landscaping (water scarcity is increasingly a major concern in Southern California) and to develop design standards that would preserve the character of our historic neighborhood. We were often confronted by unscrupulous companies using federal rebate money to "flip" lawns in the neighborhood with little regard for aesthetic or effective water use, and worked to demonstrate to the community better design solutions for the same cost.

Living in a large urban area like Los Angeles, I have seen first-hand how friends who own local businesses on our neighborhood's main commercial street struggle with poorly-conceived and overly-restrictive city ordinances. But I've also seen how lax parking restrictions on residential streets create a burden on longtime homeowners. And what I've learned is that it is a tricky balance—promoting local business growth, while respecting the needs of homeowners in the area.

As a volunteer I served on the Board of the Westside Chinese School of Southern California where my daughter was a student, eventually serving as the Vice President of General Affairs for the school. It was a great experience that I learned a lot from— I saw first-hand the challenges of working with the board to execute a budget that addresses the needs of a large community of families with differing ideas about the resources and direction of the school, and also learned to listen across cultural barriers and address deep-rooted conflicting points of view— like whether we teach the "Traditional" characters favored by Taiwan or the "Simplified" characters adopted by Beijing (a never-ending battle).

As a filmmaker, I am constantly faced with unforeseen challenges in unknown places. This is what the job is: making a lot of decisions and figuring out how to solve problems you may never have encountered before. From convincing the Cuban government that we were not spies and to release our sound recording equipment while shooting in Havana, to negotiating access to a forbidden cave in the Himalayas with a Hindu saint over a bowl of chana masala, to filming a sitcom in an Ikea.

While I do not have experience serving on a city planning committee, I can offer you the enthusiasm and fresh perspective of new resident, and I bring lots of interest in the future of the City of Bainbridge Island.

Thank you for your consideration,

Kyle LaBrache

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 9, 2020 1:36:06 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Brennan Lujan |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Intel Corporation |
| Current Position | BIOS Engineer |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I am currently a senior computer engineer at Intel, have a Master's degree in computer engineering, all over a successful career spanning 18 years. On top of the technical, corroborative, and leadership skills that have come from my career, I have an interest in architecture, design, building science, and urban planning with an emphasis in sustainable design and engineering. It is my hope to combine my interests, skills, and ability for thorough research towards this advisory position for the benefit of our community and Bainbridge Island's future growth. |
| Please share your community interests (groups, committees, organizations) if any: | Unfortunately, COVID-19 has put a large damper on building connections with any local organizations or groups since moving here. However, I am still planning on becoming a BARN member once services begin nearing normal operation again. |
| Do you have potential conflicts of interest? If so, please explain: | *Field not completed.* |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

# BRENNAN LUJAN

## ABOUT

Experienced computer engineer with over 15 years working in the tech industry, and a clear history of using their expertise to create innovative solutions with compelling results. Growth mindset to constantly challenge and study to the benefit of own skill-set and overall team. Fast-learning and driven, currently looking for new opportunities and challenges in a senior embedded software engineering and/or machine learning/AI role.

## WORK EXPERIENCE

**Intel Corporation** Hillsboro, OR **2012 - current**
Sr. BIOS/Firmware Engineer

Currently leading development and maintenance on custom firmware framework and solution for over the past two years that lead to a three-fold increase in productivity. Designed, architected, planned development, and is a major contributor to the project. Co-authored papers highlighting the advancements of the framework. Previously led EDK II UEFI development and FSP enabling for ~1 year, ensuring the early success of FSP. Worked with multi-background teams across the globe to develop EDK II UEFI BIOS for client and SoC products for the full life-cycle of a product, from early enabling in an emulation environments to enabling and support on physical boards, leveraging both deep development and debugging expertise. Supported both internal and external customers. Multiple division awards.

**The Maynard Group** Soquel, CA **2007 - 2012**
IT Administrator

Expertise allowed the company to enter an entirely new market supporting Cisco UC500 telephony systems, Small Business (BE) systems, and Cisco enabled networks. Designed and implemented networks on multiple customer sites with remote interconnected locations for data and VOIP applications. Programmed, installed, maintained, and troubleshooted Cisco and Asterisk telephony systems. Wrote custom software to enable rapid programming. Responsible for maintaining all on-site servers, including planning and implementing an entire overhaul of on-site systems to servers running ESXi.

**Smith & Vandiver** Watsonville, CA **2002 - 2007**
MIS Administrator

Planned, budgeted, implemented, and maintained complete overhaul of network and server infrastructure for modernization, stability, and growth. Directed the planning, development, and installation of wireless networks for warehouse inventory tracking.

## EDUCATION

**Master of Science (MS) in Computer Engineering**
University of Southern California
August 2015

**Bachelor of Science (BS) in Computer Engineering**
University of California, Santa Cruz
December 2011, Honors in Major

## SKILLS

### UEFI BIOS Firmware

Expert in UEFI, EDK II, and FSP BIOS firmware development, maintenance, and debugging for CPU and peripherals. Familiar with ACPI, SMI, PM, MRC, PCIE, UART, USB, and SPI interfaces among many others.

### Programming

Expert (7+ years) in software development in C, Python, Perl, and x86 Assembly. Proficient in C++, C#, Java, Powershell, and PHP. Proficient with Git, Perforce, and SVN version control systems and Doxygen source documentation.

### Software

15+ years experience with Linux, and 20+ years experience with Windows. Familiar with Visual Studio, Source Insight, Beyond Compare, Crystal Reports, Open Office, Microsoft Office, Visio, LaTeX, Photoshop, Gimp, Matlab, Teamcity, and Artifactory.

### Networking

Completed courses for CCNA in 2004 + approx. 7 years experience designing, configuring, and maintaining LANs and WANs for multiple customers. Familiar with OSPF, EIGRP, BGP, IPSEC VPN, DMVPN, QoS, VRF, MPLS, route maps, DNS, etc.

### Systems

Proficient with Windows Server, Exchange, MSSQL Server, MySQL, Linux, UNIX administration of Apache, Squid, VMware ESXi, and Samba.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Monday, September 21, 2020 11:30:02 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Debra Macrae |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | LumiThera, Inc. |
| Current Position | Quality Director |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | Education: BS in Laboratory Technology / Immunolgy, Masters in Biology, ASQ certified Quality Auditor and Six Sigma Black Belt (metrics analysis and process improvements based on key performance indicators)<br>Work Experience: 30+ years in a regulated healthcare/medical device corporate environment including technical support, complaint investigations, quality management, customer training, internal and external auditing. I have the direct responsibility to advise executive management on activities associated with FDA and ISO compliance. I have extensive experience making risk-based decisions and at the same time, understanding the importance of multiple perspectives provided through team work.<br>Parent: Assessing priorities for childhood development |
| Please share your community interests (groups, committees, organizations) if any: | Master Composter & Recycling advocate - Irving, TX<br>PTO VP, Fundraising - VRE Elementary Irving, TX<br>Support local business and sustainable local farming |
| Do you have potential conflicts of interest? If so, please explain: | *Field not completed.* |
| Feel free to attach a cover letter, resume', or other materials, if you | *Field not completed.* |

wish (optional):

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

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Monday, October 5, 2020 6:08:34 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Ashley Mathews |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Windermere Real Estate |
| Current Position | Real Estate Broker |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I have been speaking and living the language of planning since I was a child. My grandmother served on our Town of Hunter planning commission in Upstate NY in the 80s and early 90s and I went to most meetings with her sitting on some folding chair. My family still owns the land in question which we tree farm. I am a licensed Real Estate Broker and our training and courses all concern zoning and planning so these are language and concepts I am fairly well-versed in. I take part in all of Bainbridge and have lived in and owned homes in Winslow, Fletcher Bay, The Sand Spit and Pleasant Beach. These are all unique areas and need to be treated as such all while following the plan and looking to the future. When this discussion happened a few months ago I started reading everything that I could about planning. I thought it was something you could study. Now I realize that what is equally important is bringing my own unique voice to this conversation. I am a proud Board member at BIMA where I sit on the DEI subcommittee. I am the Board development Chair for Treehouse for Kids. I am so committed to learning more and more about planning for equity and further conversations on the topic. I am focused on study and will learn all that I can on a topic. I enjoy research, but also know when it's time to ask questions. I am honest and reliable and honorable. I think recent events have proved that and I am committed to serve Bainbridge Island. |
| Please share your | BIMA Board of Directors<br>NAACP Lifetime Member Bremerton chapter |

| | |
|---|---|
| community interests (groups, committees, organizations) if any: | Treehouse for Kids Board of Directors and executive committee as Board Development Chair<br>Bainbridge Chorale<br>Bainbridge Island Saddle Club |
| Do you have potential conflicts of interest? If so, please explain: | I did go through a bit of a tense/sad situation a few months ago concerning the last seat. I stand by my feelings that it's time for some racial diversity on the commission, but hope you can see that isn't my only attribute. I hope through this process that you can get to know me better and understand what I have to offer and what I strive to learn from you. I think someone within the Real Estate industry who isn't a developer or attorney is also a welcome change.<br>I hope that you consider my application in the genuine way it is delivered. I attached a photo of my why. If you choose to read the story it's here and she's my mom. That's the land I gre up stewarding and do to this day. They don't make more of it. https://northernwoodlands.org/knots_and_bolts/stewardship-story-sydney-antonio |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

# Stewardship Story: Sydney Antonio

by Glenn Rosenholm
Spring 2017
April 19, 2017
1 Comments


Sydney Antonio out for a walk in her woodlot. Photo by Heather Hilson / Watershed Agricultural Council

If you asked Sydney Antonio how she came to own 450 well-managed acres of forestland in upstate New York, she would tell you it had a lot to do with hating summer camp as a child.

She *really* hated it.

In 1959, her mom sent Sydney and her brother off to a rustic wilderness camp, where Sydney found the situation too structured, conforming, and impersonal.

“My mother dropped me off on Sunday,” Sydney recalled, “and Monday I wrote her a letter explaining my concerns.” Her mother didn’t get the letter, though, and so she never picked Sydney up. By Friday, her patience had run its course and she was determined to put an end to her camper’s nightmare. Sydney packed up her bags and ever so discreetly left the premises of the camp. She was all of 12 years old.

She walked to the side of the highway, stuck her thumb out, and started hitchhiking. Sometime later, a truck driver picked her up and drove her near the edge of the city before dropping her off. “He gave me enough money to take the subway home,” she added.

“When I got home I was prepared to get the licking of my life, but nothing happened. I was grounded, but I was allowed to read as many books as I wanted, so I was a happy camper at home,” she said.

She spent the rest of the summer at home in the city, an act that prompted her mother and maternal grandmother to go looking for some place that would get Sydney off the streets of the Big Apple during the summer months.

“They found this parcel,” said Sydney of the property she now owns in Haines Falls, New York. “It had been thoroughly timbered, so they got it cheaply.” Her mother bought 450 acres and her grandmother purchased another 275 acres in 1959. Because of their concerns about possible discrimination during the purchasing process, they formed a corporation to make the deal.

Sydney’s mother was an engineer, a graduate of Cooper Union. Her father was a Tuskegee Airman and lawyer. “The following year they built a house. They did it piece by piece. Being an engineer, mother knew what to do,” said Sydney. “I spent the rest of my summers here in Haines Falls, New York.”

 Evon Antonio (in hat) discusses forest management with Cornell Associate Professor Shorna Broussard-Allred as part of a woods talk event. Photo by Heather Hilson / Watershed Agricultural Council

Decades later, after 20 years as a passenger service agent with Pan American Airlines, Sydney decided to move permanently upstate away from the city. Her husband, Evon, shared her love of the outdoors, so they bought a parcel of land in the same county as Sydney's mother's land and built their own house.

Unfortunately, their house burned down after an explosion caused by a leaking propane valve in November 1997.

They decided to rebuild their home, but this time they did it on Sydney's mother's land. Their new domicile was built on the family compound and they've remained ever since. Today, Sydney and Evon own 450 acres of land, about 445 of which is forested. The remaining 5 acres or so is just the land around their house and about an acre of water.

Their woodlot is made up mostly of hard maple, red oak, white ash, yellow birch, and black cherry. Hemlocks and other conifers make up the remaining 15 to 20 percent. "Some years they have some commercial value, and other years they have none," she says of the evergreens. "They always have ecological value, though."

Such a large, unbroken landscape naturally supports a wide variety of flora and fauna. "I saw a momma bear the other day and two cubs," she said.

Sydney and Evon manage their forestland primarily for sustainable hardwood timber production, with indirect benefits to the environment and wildlife, she said. As part of harvests, the tops and unmarketable

portions of trees are left on the forest floor to protect regeneration from deer browse, provide wildlife habitat, and replenish soil nutrients as they decay, she added.



Sydney Antonio and her family on their property in Haines Falls, New York. Photo courtesy of Sydney Antonio

Both Sydney and Evon are Master Forest Owners, having completed the required training through Cornell University. Working closely with a consulting forester, they developed a management plan that guides their forestry activities. The plan makes them eligible for 480-a, New York's current use program, and also serves as the basis for their certification in the American Tree Farm System.

"New York State encourages better management of forest land," Sydney added. "The forest is healthier as a result. You get better production because the forest land is properly managed, and there's less negative environmental impact such as soil erosion and sedimentation caused from storm-water runoff."

Her mother also managed the property for timber, as far back as 1961. "With multigenerational stewardship and installation of best management practices for erosion control, particularly given the steepness of the terrain, there was very little loss when Hurricane Irene hit in August 2011," she said.

"We had minimal damage to the interior logging roads. However, our right-of-way, which provides the only access to the property and serves as the haul road for logging operations, did not fare as well, in spite of our efforts. The enormous water volume breached our bridge at the confluence of two intermittent streams and severely undermined the roadway. After the repairs were completed, we were able to obtain partial reimbursement through the Emergency Forest Restoration Program, administered by the U.S. Department of Agriculture. Because we had such good management, we didn't lose as many trees as some people did. DEC was pleased with what they saw," she said.

Glenn Rosenholm writes a series called "Profiles in Conservation" for the U.S. Forest Service, Northeastern Area, State and Private Forestry. *Northern Woodlands*' "Stewardship Story" series is sponsored by the Stifler Family Foundation, in support of forestry practices that promote healthy and sustainable forests and wildlife habitat.

© 2017 by the author; this article may not be copied or reproduced without the author's consent.

↑ top | **Visit the Knots and Bolts archive…**

Discussion

1.

**Maria Reekstin →**

Sep 15, 2019

I greatly enjoyed reading about you, Evon and your family's life as stewards of the land.  You've accomplished wonderful things since our Bronx Science days.  I am convinced that your journey has been amazing and only wish that you would share it as an inspiration to others.

Join the discussion


TREE
FARM
507

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 9, 2020 2:37:06 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Lisa Neal |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | self |
| Current Position | lawyer |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | Yes |
| If yes, please indicate which group(s). | Island Center Subarea Planning Process Committee |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | My education, training and experience as a lawyer render me able to review and understand state law, the Comprehensive Plan, and the BIMC, including conflicts among them. For example, BIMC 18.12.030(D) conflicts with the Comprehensive Plan. As another example, the BIMC lacks the mandate for affordable housing allowed under state law. If appointed, I would push to make our code consistent with the Comp Plan, and to use all the tools at our disposal that would mandate affordable housing without density bonuses. I also know that the Island is currently at 107% capacity for allocated population growth until the year 2050. All of our decisions must be made through the lens of true sustainability. Putting energy efficient appliances in the ''chef's kitchen' of yet another McMansion on a clear cut lot is not sustainable. |
| Please share your community interests (groups, committees, organizations) if any: | Working to preserve the livability of our Island, one tree at a time. I work to put people on Council who, I hope, will stave off the clearcutting of this land. |
| Do you have potential conflicts of interest? If so, please explain: | No. |
| Feel free to attach a cover letter, resume', or | *Field not completed.* |

| | |
|---|---|
| other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 2, 2020 1:19:33 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Kathleen A Peters |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Kitsap County |
| Current Position | Programs Analyst |
| **Experience & Qualifications** | |
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I am trained in fisheries science, primary expertise is salmonid life history, pathogens and general habitat restoration priority science. I understand the GMA and SMP programs as they are intended by statute. I work for local government. |
| Please share your community interests (groups, committees, organizations) if any: | I do not actively participate in any groups but was recently the President of the Board of Directors for the Great Peninsula Conservancy, a land trust non-profit organization. |
| Do you have potential conflicts of interest? If so, please explain: | None that I know of. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Thursday, September 24, 2020 12:08:20 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Leo Rodriguez |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | Washington |
| Zip | 98110 |
| Current Employer | Smallwood Design & Construction |
| Current Position | Project Manager |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | Currently working in the construction industry. Studied environmental arts with some education in urban planning and theory. |
| Please share your community interests (groups, committees, organizations) if any: | Part time furniture designer/builder. Member of BARN. Father of 2 BISD kids. Volunteer at Bloedel Reserve. |
| Do you have potential conflicts of interest? If so, please explain: | I work for a contractor based on Bainbridge Island. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Thursday, October 1, 2020 2:19:58 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Hayden Starkey |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Apple |
| Current Position | New Product Operations PM, Mac |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | No |
| If yes, please indicate which group(s). | *Field not completed.* |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I recently returned to Bainbridge after spending the past 5 years in the Bay Area working at Apple. Previously, my wife and I lived here for her 2.5 years while I was stationed at Bangor as a submarine officer on the USS NEBRASKA. We are thrilled to be back, especially now that we have two kids and Bainbridge has always been a dream place to raise our family. I'm excited about this opportunity to invest into the community and help be a small part of Bainbridge's future.<br><br>I'm 32 years old, a graduate of the United States Naval Academy, and former submarine officer. Currently, I work for Apple leading our operations teams through the development and mass production of the MacBook Pro product line. I'm an engineer and program manager with a wide range of experiences from working through critical missions in the Navy to developing new hardware technology overseas in Asia. I'm skilled at working with multiple teams/stakeholders through developing strong relationships, diving deep into details, and leadership communication. Although I don't have direct planning experience, I've demonstrate multiple times throughout my career my ability to quickly learn and contribute value in new roles. |
| Please share your community interests (groups, committees, organizations) if any: | I hope to get plugged into the community as we start to settle in since moving back. Previously, I was a big brother at Big Brothers Big Sisters of the Bay Area, and look forward to finding similar opportunities here to impact children's lives. I also was a founder and board member of a non-profit my family started, |

| | |
|---|---|
| | Aware Awake Alive, to help educate youth on the signs/symptoms of alcohol poisoning and to encourage them to seek assistance when help is needed. When we previously lived on Bainbridge Island, I spoke at Bainbridge High School on this topic, and hope to continue to build a larger presence now that we are back. |
| Do you have potential conflicts of interest? If so, please explain: | None |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

# Hayden H. Starkey

## EXPERIENCE

**Apple** **Cupertino, CA**

Manager, NPI Operations Program Management, MacBook Pro Systems Oct 2018 – Present

- Scope increased to manage MacBook Pro product portfolio, responsible for the entire operations and supply chain teams
- Successfully launched 8 NPI programs, including a new architecture 16" MacBook Pro; met supply and cost targets, and launched on time with a challenged 6wk backend compressed schedule with multiple engineering changes in ramp
- Led cross-functional team to execute a CEO-directed design change for all 2019 Portable products through a multitiered supply chain in 8 weeks, requiring significant integration into all functions and executive levels within Operations
- Influenced Operations and Engineering leadership to adjust future program schedules in order to protect continuity of supply which was at risk based on product development timelines
- Implemented a new career development strategy across the Mac Ops organization to provide better tools and training for 50+ managers and their employees

Manager, NPI Operations Program Management, Mac/iPad Keyboard Modules Oct 2017 – Oct 2018

- Promoted to manage all keyboard module programs at Apple
- Hired and developed a team of 3 people to launch 3 Mac and 1 iPad keyboard programs
- Created a new method to monitor keyboard module reliability which drove Engineering and Operations teams to make significant design changes; implemented a new architecture solution in less than year from development to launch
- Awarded and recognized as a key operations leader by the Senior Vice President of Operations

Senior NPI Operations Program Manager, iMac System & Mac/iPad Keyboard Modules Oct 2016 – Oct 2017

- Expanded responsibilities to include 21.5" iMac System portfolio; launched 2 iMac systems and 3 keyboard programs
- Drove iMac cross-functional Engineering and Operations teams to an accelerated backend development timeline, resulting in the first ever 100% sea ship launch ($15M+ savings)
- Mitigated a 6 week critical keyboard schedule delay through creative factory build planning and execution to ensure overall system programs remained on track

NPI Operations Program Manager, Mac/iPad Keyboard Modules Jun 2015 – Oct 2016

- Led module cross-functional team to launch 5 new products (2 with first of its kind architecture)
- Coordinated operations teams to execute 300+ design experiments with same day results to inform critical milestones
- Enabled $3.1M annual savings through spearheading an effort to improve yield loss across 3 supply chain tiers

**United States Navy** **Bangor, WA**

USS Nebraska (SSBN 739) Submarine Officer May 2010 – Jun 2015

- Supervising engineer of 15 individuals responsible for the safe operation of a nuclear reactor; designated as the top engineering watch officer for casualty related evolutions
- Managed over 80 people while leading electrical, chemistry and radiological, communications, navigation, and information technology divisions; chosen as the 2014 USS Nebraska Junior Officer of the Year among 22 peers and awarded the Navy Commendation Medal for outstanding leadership and performance

## EDUCATION

**U.S. Navy Submarine Officer Training** **Various**

Nuclear Power Training Unit, Naval Nuclear Power School, Submarine School

- Qualified as Nuclear Engineer by the Department of Energy
- Completed advanced coursework in Math, Thermodynamics, Chemistry, Physics, Electrical Engineering, Materials, and Plant Operations in a highly accelerated curriculum

**United States Naval Academy** **Annapolis, MD**

Bachelor of Science, Aerospace Engineering (Aeronautical track)

- Selected to the Superintendent's and Commandant's Academic Lists
- Selected by the Commandant of Midshipmen as the Brigade Alcohol and Drug Education Officer; implemented programs that reduced the total number of alcohol offenses by 12%

## ADDITIONAL

- Co-Founder of Aware Awake Alive, a non-profit which aims to prevent loss of life to alcohol poisoning by educating teens, young adults, and parents on the dangers and symptoms of alcohol overdose
- Volunteer with Big Brothers Big Sisters

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, September 25, 2020 3:24:50 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | John Tawresey |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | KPFF Consulting Engineers - Retired |
| Current Position | Reetired |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any city committees, commissions, boards or task forces in the past? | Yes |
| If yes, please indicate which group(s). | affordable housing |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | BI School Board, CFO KPFF Consulting Engineers 40 yrs, Licensed Structural and Civil Engineer. Husband of Alice Tawresey (Mayor 78-90) Developed Bainbridge Landing 1978, Winslow Landing 1989, Weaver Landing 1998 and Cave Landing 2016. First hand knowledge of the BIMC land and experience the history of changes some that have worked and those that haven't. I believe our developments have been consistent with the long term image of BI. |
| Please share your community interests (groups, committees, organizations) if any: | I have knowledge of BI land use history to share and first had knowledge of code issues and their impact on development, both positive and negative. I am interested in maintaining the character of the island, but many newer participants in land use decisions, because of lack of experience and knowledge, end up regulating to encouraged developments inconsistent with the image contemplated in the comprehensive plans. |
| Do you have potential conflicts of interest? If so, please explain: | My wife and I own property on Cave Ave. We both, with our years of experience, understand the concept of conflict of interest and appearance of fairness. The motivation for volunteering for the planning commission is to help the City make better land use decisions to meet the objectives of the Comprehensive Plan and the State GMA. |
| Feel free to attach a cover letter, resume', or other materials, if you | |

wish (optional):

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

Email not displaying correctly? View it in your browser.

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

**Education**

Masters Business Administration / University of Washington, 1978

MS Theoretical and Applied Mechanics / Cornell University, 1968

BS Civil Engineering, With Distinction / Cornell University, 1966

**Registration**

Civil and Structural Engineer in Washington

**Professional Affiliations**

Confidential Reporting of Structural Safety, Executive Committee

ASCE 7 Committee Member – Main Committee

SEI – National Technical Programs Committee

Structural Engineering Institute of ASCE President, 2001-2003

Structural Engineering Institute of ASCE Board Member, 1998-2001

SEI - Business and Professional Practice Division – Chair Claim Review Program

Masonry Standards Joint Committee – Main Committee

Structural Engineers Association of Washington - Chairman, Professional Practices Committee

SERMC (Structural Engineers Risk Management Council) Board of Directors, 1991 - 1998

SERMC -- Chairman, Claims Committee, 1991 - 2002

SERMC – President, 1995

Adjunct Professor, University of Washington (1985 to present)

The Masonry Research Foundation - Advisory Council, 85-87

Building Seismic Safety Council (BSSC) - Chairman, Committee 12/Masonry, 1987

The Masonry Society, President: 1984, 1985 and 1986

The Masonry Society, 1985 Code Commentary Committee

The Masonry Society - 1985 - 1992, Chairman, Design Practices Committee

The Masonry Society - 1985 - 1992, Editor, TMS Journal

International Standards Organization/TC179 - Reinforced Masonry

Tau Beta Pi - Engineering Honorary

Western States Clay Products Association, Technical Committee

John G Tawresey, P.E., S.E., F. TMS, F. SEI, M. ASCE is past Vice President and Chief Financial Office for KPFF Consulting Engineers, Seattle Washington, a 950 person civil and structural engineering firm. He grew up in Philadelphia, Pennsylvania, graduated from Cornell University and moved to Seattle in 1968 to work on the structural design of the Boeing Supersonic Transport. He left Boeing in 1973 to join KPFF Consulting Engineers.

As CFO of KPFF for 37 years, John provided a business philosophy that emphasized the practice of the engineering profession – the profession first and the business second. This philosophy resulted in a firm that grew from 30 employees in 1973 to more than 950 employees.

He is past president of the Structural Engineering Institute of ASCE, past president of the Structural Engineers Risk Management Council, past president of the Masonry Society, member of the ASCE 7 Main Committee, member of the ASCE National Technical Program Committee, member of the MSJC [masonry standard] Main Committee and a member of the ASCE Convention Technical Programs Subcommittee.

Awards:

Distinguished Member American Society of Civil Engineers, 2017

Honorary Member The Masonry Society, 2015

Presidents Award, The Masonry Society, 2013

American Society of Professional Engineers, Fellow 2013

Haller Award, The Masonry Society, 2012

Structural Engineering Institute, Fellow 2012

Professional Engineer of the Year, Washington Society of Professional Engineers, 2011

Structural Engineer of the Year Award, Structural Engineers Association of Washington, 1998

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

Provisions Update Committee
Building Seismic Safety Council (BSSC)

The Presidents Award, The Masonry Society. 1991

Publications

Sharing Claims Experience for Better Engineering, STRUCTURE Magazine, June 2019

Structural Brick Masonry in the Western United states, 10th Australian Masonry Conference, Sidney Australia, 2017

Applied Equations for Ductility in Reinforced Masonry Elements subject to Seismic Bending Plus Compression, 16th International Brick and Block Masonry Conference, Padova, Italy, July 2016

The Untold Story of the Masonry Industry in the United States, 16th International Brick and Block Masonry Conference, Padova, Italy, July 2016

New Masonry Curtianwall System, Design and Construction, 9th International Masonry Conference, Guimaraes, Portugal, July 2014

Brick Curtainwall for Essential Buildings, Structure Magazine, May 2014

"Warping of Brick Cladding Corners" Article, Structure Magazine, January 2009

"Rick Management – The Easy Things to Do" Structural Engineers Association of California, 2007 Convention.

"Reinforced Hollow Brick Masonry", Article, Masonry Edge Magazine, Winter 2007.

"Business Practice and Risk Management", Article, Structure Magazine, June 2007.

"Risk Management – The Simple Things To Do", Article, Structure Magazine, April 2007

"The Responsibility of the Structural Engineer", Article, Structure Magazine, February 2007

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

"Risk Management Defined", Article, Structure Magazine, December 2006.

"The Culture of Managing Risk", Article, Structural Engineer Magazine, April 2006.

"Brick Veneer Supported by Steel Studs", Newsletter for the Light Gauge Steel Engineers, April 2005.

"Structural Brick Masonry Walls", Article, Structure Magazine, December 2004.

"Simplify the Building Codes" Editorial, Structure Magazine, November 2003.

"Structural Brick Masonry Walls," Article, Structure Magazine, November 2003.

"Cooperation at Last … Another Look," Editorial, Structure Magazine, December/January 2003.

"Organizing Your Structural Engineering Firm for Success", Article, Structure Magazine, April 2001.

"Professional Liability - An Approach that Works," Proceedings, ASCE Structures Congress XIV, Chicago, IL, April 15-17, 1996.

"Advances in the Design of Clay Masonry Exterior Wall Systems for Multistory Buildings," Asher, Tawresey, Dean, National Concrete and Masonry Engineering Conference, San Francisco, June 15-17, 1995.

"Case Studies: Design and Construction of Reinforced Brick Veneer," Proceedings, Seventh Canadian Masonry Symposium, McMaster University, June 5-7, 1995.

"Building Retrofit Strategies Concentrating on Seismic Performance," Proceedings, Structural Faults & Repair, '93, 5th International Conference and Exhibition, University of Edinburgh, Scotland, July, 1993.

"Strength and Design Stress Factors Determined From the

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

Masonry Stress-Strain Relationship," Proceedings, The 6th North American Masonry Conference, Drexel University, Philadelphia, PA, June, 1993.

"Creative Solutions In Masonry Design," Keynote Address, Proceedings, 6th Canadian Masonry Symposium, Saskatoon, Saskatchewan, Canada, June, 1992

"The Structural Curtain," Civil Engineering Magazine, November, 1991.

"A Method for Determining Factors of Safety for Allowable Tensile Strengths in Masonry," Proceedings, 9th International Brick/Block Masonry Conference, Berlin, Germany, October, 1991,

"Seismic Design of Masonry Buildings in the United States," Seminars on U.S. Reinforced Masonry Structures presented in Naples, Ancona, Udine, & Vicenza, Italy, October, 1991.

"Factors of Safety for Thin Stone in Building Curtain Walls," Proceedings, Fifth North American Masonry Conference, University of Illinois, June, 1990.

"Evaluation and Analysis of Continuous Aluminum Kerf Supports of Thin-Stone Curtain Wall Assemblies," J.G. Tawresey & R.H. Iredale, Proceedings, 5th Canadian Masonry Symposium, Vancouver, B.C., Canada, June 5-7, 1989.

"The Use and Preparation of Curtain Wall Structural Design Drawings," Proceedings, Exterior Wall Symposium, Tishman Research Corporation, April 10-11, 1989.

"Reinforced Brick Masonry Curtain Wall Test and Design", Proceedings, 8th International Brick/Block Masonry Conference, Dublin, Ireland, September, 1988.

"Walls With Axial Load Combined With Bending Moment -- Interaction Equations for Masonry," Proceedings, The Fourth North American Masonry Conference, University of California, Los Angeles, August, 1987.

"Structural Design of Thin Stone Curtain Wall", Building

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

Stone Magazine, September/October, 1987.

"Seismic Provisions of the Uniform Building Code," Proceedings, U.S./Peoples Republic of China Joint Workshop on Seismic Resistance, Harbin, PRC, May, 1986.

"Applied Stress Equations -- Walls with Axial Load Combined With Bending Moment", The Masonry Society Journal, Vol. 5, No. 2, July-December, 1986.

"A Review of the New Masonry Chapter of the Uniform Building Code," Proceedings, 7th International Brick Masonry Conference, Melbourne, Australia, February, 1985.

"Prefabricated Masonry Projects in the Pacific Northwest," Proceedings, The Third North American Masonry Conference, University of Texas, June, 1985.

"Factors of Safety for Masonry Connections," Proceedings, Third North American Masonry Conference, University of Texas, June, 1985.

"Masonry Building Codes Background and Recent Developments," Proceedings, 51st Annual Convention Structural Engineers Association of California, Sacramento, California, 1982.

"Reinforced Brick Masonry Panels," Proceedings, ASCE Spring Convention and Exhibit, Pittsburgh, Pennsylvania, 1978.

"Design Criteria for 4-inch Reinforced Brick Masonry," Proceedings, 1st Western Round-Up, Joint Structural Engineers Convention, Sunriver, Oregon, 1975.

"Elastic-Inelastic Buckling of Stiffened Panels Subject to Thermal Gradients," AIAA Journal of Aircraft, February, 1972.

**Projects**

**Watcom County Court House**, 2019 Exterior Envelope Repairs, Bellingham, WA.

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

Repair of the exterior panelized brick curtainwall

**City Creek**, Salt Lake City, UT
Design and specification of the brick exterior walls of the redevelopment of two city blocks.

**KOIN Center,** Portland, OR
Design and specifications for a 30-story building brick curtain wall.

**Joong Ang Building**, Seoul, Korea
Design and specifications for the 25-story office building stone curtain wall.

**Orbanco Building,** Portland, OR
Design and specifications for a 23-story office building glass/aluminum curtain wall.

**First Interstate Bank Center,** Seattle, WA
Design and specifications for a 48-story office building granite curtain wall.

**5th and Oak,** Portland, OR
Design and specifications for a 12-story office building glass/aluminum curtain wall.

**Energy Center II,** Denver, CO
Design and specifications for a 40-story office building glass/aluminum curtain wall.

**Boeing Building,** Seattle, WA
Design and specifications for a 10-story office building brick curtain wall.

**Dong Bang Building,** Seoul, Korea
Design and specifications for a 20-story office building granite curtain wall.

**Westin Hotel,** Seattle, WA
Design and specifications for a 30-story hotel glass/aluminum curtain wall.

**Koll Office Building,** Bellevue, WA
Design and specifications for a 6-story office building brick

curtain wall.

**One Bellevue Center,** Bellevue, WA
Design and specifications for a 30-story office building glass/aluminum curtain wall.

**Key Tower,** Seattle, WA
Design and specifications for a 40-story office building stone curtain wall

**Bellevue Place,** Bellevue, WA
Design and specifications for brick panels and laid-in-place reinforced veneer for a 22-story office building.

**Washington Mutual Tower,** Seattle, WA
Design and specifications for a 55-story office building stone curtain wall.

**Gateway Tower,** Seattle, WA
Design and specifications for a 60-story office building stone curtain wall.

**Seattle Art Museum,** Seattle, WA
Design and specifications for exterior wall and building steel frame connections.

**Citicorp Plaza II,** Los Angeles, CA
52-story office tower. Structural design of aluminum/glass curtain wall

**Westside Pavilion**, Los Angeles, CA
Structural design of 550’ barrel vault skylight.

**Citicorp Plaza,** Los Angeles, CA
41-story office building - hand set stone system and aluminum/glass curtain wall.

**333 Bush Street,** San Francisco, CA
40-story office building - prefabricated granite and aluminum/glass currtain wall.

**Crocker Center,** Los Angeles, CA
54-story north tower, 46-story south tower and 3-story pavilion - structural design of prefabricated granite curtain

wall.

**Paragon Plaza**, Stockton, CA
4-story office building - structural design of prelaid brick panel curtain.

**Pike Place Housing Project,** Seattle, WA
Structural design of a 12-story masonry load-bearing housing complex.

**Meridian Manor,** Seattle, WA
Structural design of a 10-story masonry load-bearing housing project.

**Chinook Middle School,** Bellevue, WA
Structural engineering services for the reevaluation of the structural masonry walls of this middle school. Work involved detailed masonry wall evaluations and innovative repair procedures, which saved $1.5 million in renovation costs.

**Woodway High School,** Edmonds, WA
Principal-in-charge of the structural design of a new 240,000-sf high school with detached theater and gymnasium. The structural system combines a concrete and steel frame with exterior masonry walls. The theater and gymnasium structures are designed with steel and concrete.

**Auburn Junior High School Investigation,** Auburn, WA
Principal-in-charge of investigation of this load bearing hollow clay masonry building which had developed grout consolidation problems. KPFF performed several site visits to analyze the problem, and subsequently prepared a report for the school district and the architect laying out the problems and recommending corrective measures.

**UW Mary Gates Hall,** Seattle, WA
Principal-in-charge of the renovation of the Old Physics Hall and the construction of a new addition. This complex houses the Center for Undergraduate Education and Student Services. The exterior brick masonry facade of the original structure was duplicated on the new addition to tie the building into one, architecturally compatible building. Extensive

John G. Tawresey, P.E., S.E.
KPFF Consulting Engineers - Retired

engineering analysis of the interaction between the new addition and the existing 1928 and 1948 buildings were completed in order to tie the buildings together to act as one for seismic response.

Test Programs

Test program and development of design methods, architectural details and construction specifications for 4-inch reinforced brick.

Test program to establish shear allowables for bolts in 4-inch reinforced brick masonry.

Test program to develop design methods for titanium integrally stiffened skins loaded in compression and thermal gradient.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Friday, October 9, 2020 2:36:17 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Judith Tingley. PhD |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA. |
| Zip | 98110 |
| Current Employer | I am a retired Organizational Development Psychologist. |
| Current Position | Community Volunteer |
| **Experience & Qualifications** | |
| Have you served on any city committees, commissions, boards or task forces in the past? | Yes |
| If yes, please indicate which group(s). | Ethics Board |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | I have knowledge of group behavior and organization development for nonprofits. I have helped organizations develop missions and visions.<br><br>I followed the updated (2014) Comprehensive Plan and the Shoreline Management Program. The work of changing words and opinions, always takes a long time and space. I |
| Please share your community interests (groups, committees, organizations) if any: | Several years ago I was on the Board of Bainbridge Island Senior Center. The Treasurer.<br>I have also been on the Board of the Bainbridge Island Library. |
| Do you have potential conflicts of interest? If so, please explain: | No. |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | *Field not completed.* |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: Planning Commission Volunteer Application
**Date:** Wednesday, September 30, 2020 5:59:59 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.

# Planning Commission Volunteer Application

## Step 1

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 City of Bainbridge Island is seeking a volunteer to serve on the Planning Commission to complete a term ending in June 2021.

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on October 9, 2020. Interviews will be held in October.

Questions? Please contact Executive Assistant Roz Lassoff at 206-580-6735 (cell) or by email at rlassoff@bainbridgewa.gov

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.

*If you are interested in applying to be a member of this commission, please complete the form below.*

*Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.*

| **Applicant Information** | |
|---|---|
| Name | Lori Weise |
| Email | |

| | |
|---|---|
| Daytime Phone | |
| Address | |
| City | Bainbridge Island |
| State | WA |
| Zip | 98110 |
| Current Employer | Self employed |
| Current Position | Health Care Planning Consulting |
| **Experience & Qualifications** | |
| Have you served on any city committees, commissions, boards or task forces in the past? | Yes |
| If yes, please indicate which group(s). | Historical Preservation Commission |
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | 38 year planning career including 20 years at Cedar Sinai Health System where I served as Vice President Strategic Planning and Business Development. Expertise in business and strategic planning, space planning, real estate development, capital planning, large construction project management. Masters degree in Urban and Health Planning from UCLA |
| Please share your community interests (groups, committees, organizations) if any: | On board of Kol Shalom where I serve as Vice President, Member of Finance Committee of Bainbridge Island Land Foundation. Member of the Barn |
| Do you have potential conflicts of interest? If so, please explain: | No |
| Feel free to attach a cover letter, resume', or other materials, if you wish (optional): | |
| Type the Year | 2020 |

Email not displaying correctly? View it in your browser.

# Lori Weise

Principal at Weise Healthcare Consulting
Bainbridge Island, Washington

## Top Skills

Demand and financial forecasting for business plan development

Master facility and space planning and programming

Contract negotiations for legal and business relationships

## Summary

Accomplished leader in healthcare strategy and planning leading high impact projects that have driven appropriate growth for organizations.

I have over 35 years experience leading and facilitating strategic planning and business development processes that provide direction to senior management, boards of directors, faculty and group physician practices, research institutes and other related entities. I lead processes to identify and develop market, demand and financial models, advance program and service line development, facilitate physician practice network expansion, and evaluate potential acquisitions.

## Experience

### Weise Healthcare Consulting
Principal
January 2019 - Present
Greater Seattle Area

Provides healthcare strategic and business planning to healthcare systems and medical groups

### Cedars Sinai Health System
Vice President, Strategic Planning and Business Development
November 1998 - December 2018 (20 years 2 months)
Greater Los Angeles Area

Cedars-Sinai is one of the largest non-profit academic medical centers in the US providing high quality clinical and research based programs ranging from primary care to specialized treatments for complex and advanced illnesses.

I developed strategic and business plans providing direction to senior management and the board of directors for the Medical Center, Medical Delivery Network (physician practices), the Davis Research Institute and other Cedars-Sinai related entities. I used a collaborative and data driven proces

to drive alignment and consensus among different constituencies including physician and administrative leaders.  Our plans helped Cedars-Sinai grow substantially in market and financial strength resulting in net assets increasing 12% over ten years to $4.2 billion.

The plans we developed have been informed by Cedars-Sinai's vision to continue as a recognized national leader in providing high value healthcare that delivers excellent clinical quality, patient safety and service.

### Citrus Valley Health Partners
Director of Planning
January 1993 - December 1998 (6 years)
West Covina, California

Led business and facility planning efforts for a two-hospital community health system located in the San Gabriel Valley

### San Antonio Community Hospital
Manager, Planning and Marketing
January 1989 - December 1993 (5 years)
Upland, California

Developed and implemented planning and marketing efforts for a 300 bed community hospital and related ambulatory services  in Upland and Rancho Cucamonga, California

### American Medical International
Project Manager, Corporate Market Planning Division
January 1985 - December 1991 (7 years)
Greater Los Angeles Area

Developed market and business plans for AMI's numerous community hospitals across the USA

### Ernst & Whinney
Senior Analyst
June 1982 - December 1985 (3 years 7 months)
Greater Los Angeles Area

Created market and business plans, financial feasibility studies, certificates of need and client proposals for E & W healthcare consulting clients.

## Education

University of California, Los Angeles

Master of Arts - MA, Bachelors of Arts-BA,  MA in Urban Planning, specialty Health Planning · (1975 - 1982)

CITY OF BAINBRIDGE ISLAND

# City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** December 8, 2020 **ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Appointments to the Lodging Tax Advisory Committee - Mayor Schneider,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Lodging Tax Advisory Committee. A series of interviews were conducted. Mayor Schneider recommends the appointments as shown in the suggested motion.

**AGENDA CATEGORY:** Appointment **PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Approve with Consent Agenda.

**STRATEGIC PRIORITY:** Vibrant Economy

**FISCAL IMPACT:**

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

**BACKGROUND:**

**ATTACHMENTS:**

Lodging Tax Advisory Committee Applications - Redacted.pdf

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: City Advisory Group Application
**Date:** Sunday, September 13, 2020 3:38:51 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 | Rick Baker |
| Email | |
| Phone | |
| Address | |
| City | |
| State | |
| Zip | |
| Current Employer | Bloedel Reserve |
| Current Position | Development Manager, Annual Mission Support |
| Please check the box if interested in serving on the Lodging Tax Advisory Committee: | Lodging Tax Advisory Committee |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any City advisory groups in the past? | No |
| If so, please indicate which groups: | *Field not completed.* |
| | As a current Bloedel Reserve employee, my duties include |

| | |
|---|---|
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | research, proposal writing and reporting related to grants of all sorts. Prior to my arrival at Bloedel, I had a number of years of similar experience in previous roles with the Seattle International Film Festival (SIFF) and Seattle Symphony. |
| Please share your community interests (groups, committees, organizations) if any: | I'm a relatively new addition to the Bloedel Reserve team (July 2020) and looking to deepen my connection to, and understanding of, all things Bainbridge Island in the coming months and years. Personally, I have a wide variety of interests including the environment, arts and culture, health/human services, and athletics. |
| Feel free to attach your resume (optional): | |
| Type the Year | 2020 |
| How did you hear about the volunteer opportunity? | Other (please specify below) |
| Other | Bloedel Reserve colleagues |

Email not displaying correctly? View it in your browser.

# Rick Baker

## EDUCATION

University of Washington (Seattle, WA) • Bachelor of Arts (Philosophy)

## PROFESSIONAL EXPERIENCE

**Bloedel Reserve** (Bainbridge Island, WA)
*Development Manager, Annual Mission Support* • July 2020 – Present

- Managed an ever-growing portfolio of foundation funders, corporate sponsors and individual donors.
- Spearheaded membership program comprised of over 2,000 loyal Bloedel supporters.
- Undertook a variety of additional duties as requested.

**Seattle International Film Festival (SIFF)** (Seattle, WA)
*Corporate Partnerships Manager* • April 2016 – April 2020

- Managed a portfolio of 70-80 active corporate sponsors and foundation funders.
- Cultivated, solicited, and stewarded corporate and foundation funders, including special event coordination.
- Formulated unique development strategies to fit the needs and interests of new and existing funders.
- Fielded cold calls from entities interested in engagement with SIFF and followed up to secure support.
- Increased the exposure and awareness of SIFF within the community by making in-person visits and speaking to stakeholders by phone and email to develop relationships and secure new support.
- Created and presented fulfillment reports and project evaluations, as well as materials to support a variety of fundraising efforts.
- Recruited and supervised interns and volunteers.

**Seattle Symphony** (Seattle, WA)
*Development Officer (Assistant to the Vice President & Grants)* • July 2015 – April 2016

- Managed a portfolio of 25 to 30 active foundation funders.
- Prepared for review and submission all grant applications, required reports and supporting materials.
- Cultivated and stewarded donor relationships; provided donor servicing appropriate to institutional funders.
- Researched, identified, and qualified 10-20 new or lapsed foundation and government grant opportunities to support increasing SSO annual revenue.
- Maintained an annual calendar of assigned grants and reports to ensure timely review and submission.
- Tracked grant deadlines and moves in Tessitura database.

**Seattle Symphony** (Seattle, WA)
*Development Officer (Assistant to the Vice President)* • March 2014 – July 2015

- Researched prospective donors using iWave and Blackbaud ResearchPoint platforms.
- Managed the Vice President's donor portfolio, including cultivation and stewardship activities.
- Maintained the Vice President's calendar, as well as scheduling for department-wide meetings.
- Undertook various foundation and government grant proposals, reports, and letters.

## AREAS OF EXPERTISE

Relationship Building – Fruitful Communication – Moves Management – Effective Collaboration

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: City Advisory Group Application
**Date:** Thursday, October 15, 2020 3:21:10 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 | Bill Corbin |
| Email | |
| Phone | |
| Address | |
| City | |
| State | |
| Zip | |
| Current Employer | Self, WM Corbin Construction Corp. and owner of part time vacation rental at address above |
| Current Position | Owner |
| Please check the box if interested in serving on the Lodging Tax Advisory Committee: | Lodging Tax Advisory Committee |

**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: | My wife and I have rented 80% of our home at 8719 Battle Point DR as a vacation rental during the summer for the past 3 summers. I have been a self employed custom home builder since 1977 (www.wmcorbin.com). In my off time I am involved in reading, boating and wood working. I have two bachelor degrees from the University of Florida: Fine Arts 1966 and Building Construction 1972. I was a commissioned officer in the US Army 1967-1969. I was a part time Realtor on Bainbridge from 1988 to 2015. |
| Please share your community interests (groups, committees, organizations) if any: | St Cecilia Catholic Church, Bainbridge Island Chamber of Commerce, |
| Feel free to attach your resume (optional): | *Field not completed.* |
| Type the Year | 2020 |
| How did you hear about the volunteer opportunity? | Other |
| Other | News Letter from Bainbridge Isl. Lodging Asso. |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: City Advisory Group Application
**Date:** Tuesday, April 21, 2020 4:18:05 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 | John Dinsmore |
| Email | |
| Phone | |
| Address | |
| City | |
| State | |
| Zip | |
| Current Employer | The Marshall Suites |
| Current Position | General Manager |
| I am interested in serving on one of the following City advisory groups (select all that apply): | Lodging Tax Advisory Committee |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any City advisory groups in the past? | Yes |
| If so, please indicate which groups: | LTAC 2018 and 2019 |
| Please share your qualifications for this appointment (skills, | With over 15 years' experience in the Tourism & Hospitality Industries and having served on the LTAC committee for the last 2 years, I believe I am well qualified to serve in this capacity. |

| | |
|---|---|
| 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 | 2020 |
| How did you hear about the volunteer opportunity? | City Website |
| Other | *Field not completed.* |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: City Advisory Group Application
**Date:** Friday, September 18, 2020 9:00:27 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 | Denise Dumouchel |
| Email | |
| Phone | |
| Address | |
| City | |
| State | |
| Zip | |
| Current Employer | Bainbridge Artisan Resource Network (BARN) |
| Current Position | Executive Director |
| Please check the box if interested in serving on the Lodging Tax Advisory Committee: | Lodging Tax Advisory Committee |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any City advisory groups in the past? | No |
| If so, please indicate which groups: | *Field not completed.* |
| | I oversee all aspects of BARN. I have written numerous grant |

| | |
|---|---|
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | proposals although I have never reviewed grant proposals. |
| Please share your community interests (groups, committees, organizations) if any: | Arms Around Bainbridge volunteer; former Board Member for BI Boys and Girls Club |
| Feel free to attach your resume (optional): | |
| Type the Year | 2020 |
| How did you hear about the volunteer opportunity? | Other (please specify below) |
| Other | Chris Mueller contacted me |

Email not displaying correctly? View it in your browser.

**DENISE M. DUMOUCHEL**

## EDUCATION

Ph.D. Environmental Studies, Antioch New England Graduate School, Keene, NH (June 2004)
Dissertation focused on intensive professional development programs for teachers.
Specialized coursework in field ecology.

M.S. Ed., Outdoor Teacher Education, Northern Illinois University, DeKalb, IL (August 1987)
Emphasis in social studies and science education, human development, and experiential learning.

B.A., History and Environmental Planning, University of Rochester, NY (May, 1984)
A self-designed major combined social, economic, political, ecological and geological science aspects of environmental issues, with additional coursework in education.

## HIGHLIGHTS OF QUALIFICATIONS

- Thirty years teaching people of all ages and cultural backgrounds, including international collaboration and multiple subject classrooms.
- Administrative and leadership experience exceeding twenty years.
- Successful fundraising background, both donor- and grant-based.
- Effective communication and mediation skills developed through teaching and management.
- Professional storytelling experience.

## RELEVANT SKILLS AND EXPERIENCE

**Administrative:**

- Direct the transition from building a community maker space facility to growing a community of volunteers and artisans who find inspiration, serve community, and create art, together.
- Oversaw the creation of a residential environmental learning center, including organizing the education team, strategic planning, school recruitment, curriculum development, and relationship-building.
- Hired, trained, supervised and evaluated staff; developed and managed budgets and designed educational programs.
- Built and maintained relationships with the University of Washington College of Education, adjunct faculty, and administrators.
- Created and implemented professional development opportunities for teachers, including several educator certificate programs and the three-week International Seminar on Environmental Education.

**Educational:**

- Present teacher training programs about experiential science teaching methods, global awareness and integrating core curricula through environmental themes.
- Taught graduate and undergraduate courses in environmental sciences and education.
- Taught formal integrated curriculum to children of diverse ages (8-14 years), languages, and cultural backgrounds, in public and private schools.

## EMPLOYMENT HISTORY

| | | |
|---|---|---|
| 2/18-present | Executive Director | BARN Bainbridge Artisan Resource Network<br>Bainbridge Island, WA |
| 8/00-3/18 | Various positions | ISLANDWOOD, Bainbridge Island, WA<br>Director of Graduate Education, School Programs Head; Education Director |
| 8/99-6/00 | Assistant Professor | SLIPPERY ROCK UNIVERSITY, PA |
| 9/97-6/99 | Third Grade Teacher | THE BEMENT SCHOOL, Deerfield, MA |
| 8/96-6/97 | Middle School Teacher, science specialist | TIKKURILA INTERNATIONAL SCHOOL<br>Vantaa, Finland |
| 1991-1996 | Education Director | HEADLANDS INSTITUTE<br>Yosemite National Institutes, CA |
| 1988-1991 | Instructor | YOSEMITE NATIONAL INSTITUTES, Yosemite National Park, Golden Gate NRA, CA |
| Summer 1990 | Trip Leader | US-USSR ENVIRONMENTAL EXCHANGE<br>Legacy International, Alexandria, VA |
| 1988 & 1989 | Program Coordinator | LEGACY INTERNATIONAL Youth Program,<br>Bedford, VA |
| Fall 1987 | Science Educator | TANGLEWOOD 4-H SCHOOL<br>Lincolnville, ME |
| Summer 1987 | Trip Leader | TEEN ADVENTURE backpacking trips<br>National Wildlife Federation, NC |
| 1986-87 | Teaching Assistant | NORTHERN ILLINOIS UNIVERSITY<br>Lorado Taft Field Campus, Oregon, IL |
| Summer 1986 | Park Ranger | GRAND CANYON NATIONAL PARK, AZ |
| 1985-86 | Energy Specialist | SCICON (Outdoor Science School)<br>Springville, CA |

## PROFESSIONAL DEVELOPMENT AND CERTIFICATIONS

**PRESENTER**: North American Association for Environmental Education conference, 2000; Environmental Education Association of Washington & Oregon conference, 2001, 2004, 2006, 2009; Washington Science Teachers' Association conference, 2011; California Science Teachers' Association conference, 1995; World Congress on Education and Communication for Environment and Development (ECO-ED), Toronto, Ontario, Canada, 1992; International Conference on Environmental Education, INDIA, 1989.

**PUBLICATIONS**: Facilitating Teachers' Growth: Investigating the Factors that Contribute to the Effectiveness of Intensive Professional Development Programs for Educators (2004); *Experiential Practice: Outdoor, Environmental and Adventure Education*; and *Learning from the Land: The Power of Place* (in New Horizons for Learning online journal Vol. IX, No, 3, 2003); regular column *Parenting in Nature* for IslandWood's newsletter, Connections (2006-2008)

**FACILITATOR**: GLOBE (Global Learning and Observations to Benefit the Environment), Projects WILD, Aquatic, WET, and Project Learning Tree; Population Connection

***Certified in*** **WILDERNESS FIRST AID, MENTAL HEALTH FIRST AID**

**SERVICE:** Board Member for the Bainbridge Island Boys and Girls Club (2006-2009); volunteer for Arms Around Bainbridge

**HOBBIES:** Hiking, camping, backpacking, Nordic skiing, competitive swimming, wood carving, storytelling, creative writing, reading, and gardening.

## RECENT RESPONSIBILITIES AND ACCOMPLISHMENTS

**Executive Director, Bainbridge Artisan Resource Network (BARN), Washington (2018-present)**

- Oversee all aspects of a young organization: budget management ($1million annual), fundraising, staff oversight and human resources, program development oversight, and volunteer management;
- Manage the collaborative efforts of ten art and craft studios run by over one hundred volunteers;
- Work with a Board of Directors towards a strategic plan and a business model that will sustain itself through the vagaries of financial backing for arts and education;
- Communicate our inclusiveness and welcome to people from all demographic groups; and
- Encourage ongoing community service projects throughout Kitsap County, and beyond.

**Director of Graduate Education, Head of School Programs, IslandWood; Director of Education, Puget Sound Environmental Learning Center (2000-2018)**

- Oversaw the creation of programs, educational facilities, curricula, and community relationships;
- Hired, trained and supervised Technology, Graduate Program, School Partnerships, Science and Arts Coordinators, and all faculty naturalists;
- Taught courses to all ages, including graduate courses in Foundations of Education, Child Development, Environmental Education, Global Systems Science, Curriculum and Instruction, and Social Studies Methods;
- Provided leadership for diversity initiatives, curriculum development, budget management, and graduate mentoring and training; and
- Developed relationships with schools throughout the Puget Sound region, especially King and Kitsap Counties, and with other informal education organizations.

**Assistant Professor of Environmental Education, Slippery Rock University**

- Taught graduate and undergraduate courses in Endangered Systems Education, Applied Ecology, Natural History and Field Studies, and Terrestrial Systems Education;
- Advised undergraduate and graduate students majoring in Environmental Education; and
- Worked for the Pennsylvania Center for Environmental Education: designing and facilitating a professional development program entitled ‘Essentials of Environmental Education’ for formal and informal educators and higher educators, and coordinating with the PA Game Commission to implement a WWF grant, adapting the Windows on the Wild curriculum for Pennsylvania.

**International Professional Development Facilitator for Educators**

- Designed and facilitated a five-day professional development session for teachers in Singapore, 2010;
- Facilitated reef education programs for the Bahamas Reef Environment Educational Foundation (BREEF), San Salvador Island, the Bahamas, summers 1997-1999; and
- Provided three-day science education workshops for Finnish and Estonian teachers, summers 1993-1996.

**From:** noreply@civicplus.com
**To:** City Admin
**Subject:** Online Form Submittal: City Advisory Group Application
**Date:** Friday, September 11, 2020 2:36:42 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 | Peter raffa |
| Email | |
| Phone | |
| Address | |
| City | |
| State | |
| Zip | |
| Current Employer | Bainbridge Island Museum of Art |
| Current Position | development Director |
| Please check the box if interested in serving on the Lodging Tax Advisory Committee: | Lodging Tax Advisory Committee |

**Experience & Qualifications**

| | |
|---|---|
| Have you served on any City advisory groups in the past? | No |
| If so, please indicate which groups: | *Field not completed.* |
| | lived on Bainbridge Island for 25 years and Fundraising for |

| | |
|---|---|
| Please share your qualifications for this appointment (skills, activities, training, education) if any: | nonlrofits for 35 years. I also served on several nonprofit boards on the island and facilitated board retreats. |
| Please share your community interests (groups, committees, organizations) if any: | In addidtion to bima, I help a variety of nonprofits and community organizations. |
| Feel free to attach your resume (optional): | *Field not completed.* |
| Type the Year | 2020 |
| How did you hear about the volunteer opportunity? | Notify Me (email notifications) |
| Other | *Field not completed.* |

Email not displaying correctly? View it in your browser.