



**Utility Advisory Committee Regular Meeting
Thursday, August 20, 2026**

Council Conference Room
280 Madison Ave N
Bainbridge Island, WA

and

Remote Meeting on Zoom
<https://bainbridgewa.zoom.us/j/83426304914>
or Telephone: US: +1 253 215 8782
Webinar ID: 834 2630 4914

Agenda

- 1. Call to Order / Roll Call - 5:30 pm**
- 2. Approval of Agenda / Conflict of Interest Disclosure**
- 3. Public Comment**

In person public comment is accepted at this time on any topic of public interest. Each commenter will have three minutes, or such amount as the meeting chair determines, to speak. Public comment is not taken on individual agenda items during the meeting. Public comment is simply received by the Committee, with no response, and the Committee cannot deliberate on items that are not on the agenda. The lack of comment is not an endorsement or a denial of the comment. Please refer to guidelines and instructions for public comment, including orderly behavior and civility in remarks, posted on the agenda page. Remote public comment is allowed with advance notice by 4:00 p.m. on the business day before the meeting by emailing cityadmin@bainbridgewa.gov, provided that all remote commenters shall be required to display their true name and to keep their camera turned on to show their true uncovered face while delivering their comments.

- 4. Council Liaison Report**
- 5. Regular Business**
 - A. Introduce new Committee Member, Crystal Fleet
 - B. Volunteer requirements update
 - C. Approve Meeting Minutes - 5/22
 - D. Select Committee Chair to serve through June 2027
 - E. Select Committee Notetaker to serve through June 2027

- F. Consider regular meeting schedule
- G. Create a Code of Conduct for the next year
- H. KPUD interlocal agreement for water system coordination
- I. Public Works update
- J. Consider agenda items for September meeting

6. Good of the Order

7. Adjournment

The City of Bainbridge Island's meetings are wheelchair accessible. The City also provides auxiliary aids and services for effective communication such as assistive listening devices, closed captioning, and print materials in digital format. For other reasonable accommodations and/or modification to programs, services, or activities, please contact the ADA Coordinator at cityadmin@bainbridgewa.gov or 206-842-2545 as soon as possible, preferably at least 2 business days prior to the meeting.



Utility Advisory Committee Rescheduled Regular Meeting Friday, May 22, 2026

Meeting Minutes

1. Call to Order / Roll Call

Meeting called to order at 10:30 by Co-Chair Ted Jones

Members present: Andy Maron, Wanda Schulze, Svend Brandt-Erichsen (via Zoom), Charlie Averill, Martin Pastucha, Ted Jones

Liaison present: Lara Lant, City Council

Staff present: Peter Corelis - Interim Public Works Director

2. Approval of Agenda / Conflict of Interest Disclosure

The agenda was approved unanimously

No conflicts were disclosed

3. Public Comment

x Public comments were received

4. Council Liaison Report

Information only.

Councilmember Lant updated on UAC candidate review process and provided an update on Council review of elements of Comp Plan.

5. Regular Business

A. Approve Meeting Minutes - March 19th

Motion: Andy/Wanda

x Approved Unanimously

B. Welcome Peter

Peter discussed appointment of Henry Hash as Interim Public Works Director starting June 1

C. Utilities Element in Comp Plan discussion (Andy)

Discussion only.

After much discussion the UAC recommended to adopt the policies per UAC recommendations

- D. Initial InterLocal Agreement Discussion
Discussion only.
Subcommittee of Andy, Wanda and Svend to meet before next meeting to discuss recommendations
- E. Response to Council's Work Plan Directives
Action: Subcommittee to address cell phone – Ted and Wanda
- F. Status of Committee's 2026 Recruitment and Interviews (Ted)
Information only.
Deferred to next meeting
- G. Capital Facilities Plan Element overview
Information only.
Deferred to next meeting
- H. Introduction to the draft Water System Business Plan (Peter)
Information only.
Deferred to next meeting and discuss Johnson well
- I. Public Works update
Information only.
Deferred to next meeting

6. Good of the Order

7. Adjournment

Motion to adjourn at 12:10 pm by Martin, second by Ted

INTERLOCAL AGREEMENT BETWEEN CITY OF BAINBRIDGE ISLAND AND KITSAP PUBLIC UTILITY DISTRICT FOR AN OPERATIONAL WATER SYSTEM INTERTIE

THIS AGREEMENT (“Agreement”) is made and entered into on the date of the last signature set forth below by the City of Bainbridge Island (“City”) and Kitsap Public Utility District (“KPUD”).

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, authorizes cooperative efforts between public agencies; and

WHEREAS, KPUD has identified near-term water supply needs for the South Bainbridge Water System to manage peak summer use; and

WHEREAS, KPUD has paused issuing new water connections for the South Bainbridge Water System; and

WHEREAS, KPUD and the City have ongoing water conservation efforts to reduce water consumption with the intended result of extending existing water supply to additional customers; and

WHEREAS, KPUD and the City recognize the joint-goal of serving residents within their respective service areas with water when available; and

WHEREAS, the City and KPUD own and operate public water systems within the City of Bainbridge Island with source, storage and facilities capable of being shared with the other for mutual benefit of their constituents; and

WHEREAS, the City’s Groundwater Management Plan recommends intertie and coordination of operations and monitoring with KPUD as a management action; and

WHEREAS, the City and KPUD share a mutual interest in working cooperatively to plan, develop, operate, and maintain interconnected water system infrastructure that addresses current and future community needs while promoting the long-term reliability, resiliency, and sustainability of public water service on Bainbridge Island..

AGREEMENT

NOW, THEREFORE, in consideration of and subject to the terms and conditions set forth below, the City and KPUD agree as follows:

1. South Bainbridge Water System Intertie Planning. KPUD has identified near-term water supply needs for the South Bainbridge Water System. The City and KPUD share a

mutual interest in addressing these needs through cooperative planning and infrastructure coordination that supports efficient and resilient systems operation, protection of shared water resources, and cost-effective service delivery to their respective customers. The City and KPUD anticipate working together to construct a water system intertie near the head of Eagle Harbor that would connect the South Bainbridge system and the City's Winslow system. Subject to system capacity, regulatory approval, and mutually agreed operational conditions, the City could provide supplemental supply to KPUD. The intertie would provide a cost-effective and timely alternative to development of new supply sources in the near-term. The city is planning to observe system operations and evaluate available system capacity to determine the extent to which water may be provided through the proposed intertie with the goal of providing water in the quantities described as follows.

Upon commissioning of the intertie it is agreed that withdrawal from the City's Winslow Water System in the first year of operation will not exceed an instantaneous 30 gallons per minute (GPM). Withdrawal thereafter may increase every year by 10 GPM until a maximum of 90 GPM is reached, subject to availability from the City. Both the City and KPUD further recognize that drought conditions of great severity may require restrictions on the delivery of water through the intertie.

The intertie will operate in both directions allowing water to be withdrawn from the City's Winslow Water System into the South Bainbridge Water service area, and from the South Bainbridge Water service area into the Winslow Water System. The intertie will be metered.

The intertie will provide for Supervisory Control and Data Acquisition (SCADA) access and porting to both the City's and KPUD's operational monitoring stations.

In partnership and coordination with the City, KPUD will lead the design, permitting, regulatory approval, construction, and fund the project.

Prior to commissioning the intertie, an Operations and Maintenance Plan will be developed by KPUD and City engineering staff detailing operational procedures, maintenance requirements, and the associated responsibilities of the City and KPUD.

2. **Term of Agreement.** This Agreement shall take effect on the date of the last signature of the parties below.

3. **Notices.** All notices hereunder may be delivered, emailed, or mailed. If mailed, they shall be sent to the following respective addresses:

To KPUD:

General Manager
PO Box 2910
Poulsbo, WA 98370
Phone: (360) 626-7760

To Bainbridge Island:

City of Bainbridge Island
280 Madison Ave. N.
Bainbridge Island, WA 98110
Attn: City Clerk
Phone: (206) 780-8618

or to such other respective addresses as either party may hereafter designate in writing. All notices and payments mailed by regular post (including First-Class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

4. **Termination.** Either party may terminate this Agreement without cause on at least twelve (12) months' advance written notice to the other party. Either party may terminate this Agreement for a material breach thereof on thirty (30) days' advance written notice, provided, that if the breaching party cures the breach within the thirty (30) day notice period or, if such breach cannot reasonably be cured within thirty (30) days the breaching party commences cure and pursues the same diligently to conclusion, then this Agreement shall not terminate. Until the date of termination, the parties shall continue to comply with the terms and conditions of this Agreement. If both parties consent in writing, this Agreement may be terminated at any mutually agreed upon time.

5. **Indemnity.**

A. **Indemnity by KPUD.** KPUD agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its elected and appointed officers, agents, employees, and contractors harmless from and against any and all claims, suits, actions, damages, fines, penalties, liabilities and/or causes of action for any alleged personal injury, loss of life, and/or damage to property arising out of or in connection (i) KPUD's breach of its obligations under this Agreement; or (ii) any negligent, reckless, or intentional act of KPUD or any of its officers, agents, employees, invitees, or contractors. The foregoing indemnity is specifically and expressly intended to constitute a waiver of KPUD's immunity under the Washington Industrial Insurance Act, Title 51 RCW, to the extent, but only to the extent, necessary to provide the City with a full and complete indemnity from claims made by KPUD or its employees as provided herein. The City and KPUD acknowledge that additional indemnification terms may be negotiated as the agreement is amended to address future actions.

B. **Indemnity by the City.** The City agrees to indemnify, defend (with counsel reasonably acceptable to KPUD) and hold KPUD, its officers, agents, employees, and contractors harmless from and against any and all claims, suits, actions, damages, fines, penalties, liabilities and/or causes of action for any alleged personal injury, loss of life, and/or damage to property arising out of or in connection (i) the City's breach of its obligations under this Agreement; or (ii) any negligent, reckless, or intentional act of the City or any of its officers, agents, employees, invitees, or contractors. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under the Washington Industrial Insurance Act, Title 51 RCW, to the extent, but only to the extent, necessary to provide KPUD with a full and complete indemnity from claims made by the City or its employees as provided herein. The City and KPUD acknowledge that additional indemnification terms may be negotiated as the agreement is amended to address future actions.

C. **Limitation on Indemnity.** The indemnity provisions of this Agreement shall be construed consistent with RCW 4.24.115. The indemnitor under Subsections 16.A and 16.B shall not be required to indemnify the indemnitee under such subsections for injuries, death, or damage caused by or resulting from the sole negligence of the indemnitee or the indemnitee's officers, agents, employees, invitees, or contractors. Where injuries, death, or damage are caused by the concurrent negligence of (i) the indemnitor or its officers, agents, employees, invitees, or contractors, and (ii) the indemnitee or its officers, agents, employees, invitees, or contractors, the indemnity obligation of the indemnitor shall apply only to the extent of the negligence of the indemnitor or its officers, agents, employees, invitees, or contractors. In addition, neither party shall be liable to the other for incidental or consequential damages.

6. **Insurance.** The City and KPUD acknowledge that terms related to insurance are not necessary for the initial agreement but may be negotiated as the agreement is amended to address future actions.

7. **Legal/Administrative Entity.** No separate legal or administrative entity is created by or pursuant to this Agreement. This Agreement shall be jointly administered by the General Manager of KPUD and the City Manager of the City.

8. **Assignment.** The parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.

9. **Nondiscrimination.** The parties agree not to discriminate in the performance of this Agreement because of race, color, creed, religion, sex, honorably discharged veteran or military status, sexual orientation, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability, or national origin, citizenship or immigration status, lawful business relationship, or other status protected by law.

10. **Choice of Law and Venue.** This Agreement shall be interpreted according to the laws of the State of Washington. Any action to resolve disputes arising out of this Agreement shall be brought as follows: Should the parties not be able to agree, the matter shall be submitted to mediation and then binding arbitration should the mediation not resolve any disputes. The parties shall split the cost of the mediator or arbitrator evenly. The arbitrator shall be selected by mutual agreement of the parties or in the event they cannot agree, by the presiding judge of the Kitsap County Superior Court. The decision of the arbitrator shall be binding.

11. **Attorney's Fees.** In the event of a dispute between the parties leading to mediation or arbitration, each party shall pay its own costs and attorney's fees.

12. **Entire Agreement.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties.

13. **Filing of Agreement with County Auditor.** KPUD shall record the original of this Agreement with the County Auditor or post a copy of the Agreement to its website immediately following signature by the last party signing the same.

14. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be regarded for all purposes as one original. The parties agree that they will execute any and all instruments, documents, resolutions, or ordinances necessary to give effect to the terms of this Agreement.

EXECUTED by each of the parties on the dates hereafter written and effective as of the last date of signature.

CITY OF BAINBRIDGE ISLAND
KITSAP COUNTY, WASHINGTON

KITSAP PUBLIC UTILITY DISTRICT
KITSAP COUNTY, WASHINGTON

Ellen Schroer, Interim City Manager

Dated: _____

Angela Bennink, General Manager

Dated: _____

ATTEST:

ATTEST:

Christine Brown, City Clerk

Michael Land, Clerk of the Board

Approved as to form:

Approved as to form:

Andrew Tsoming, City Attorney

Christy Palmer, District Attorney