



**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JULY 23, 2019**

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

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**
Councilmember Nassar will be absent.
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**
3. **PUBLIC COMMENT - 6:05 PM**
4. **MAYOR'S REPORT - 6:20 PM**
5. **CITY MANAGER'S REPORT - 6:25 PM**
6. **PRESENTATION(S)**
 - 6.A (6:30 PM) Update from Kitsap Economic Development Association (KEDA), 15 Minutes
7. **UNFINISHED BUSINESS**
 - 7.A (6:45 PM) Biosolids Contract - Public Works, 10 Minutes
[Proposed Biosolids Contract - Clean](#)
[Proposed Biosolids Contract - Track Changes](#)
[Staff Memo](#)
 - 7.B (6:55 PM) 2019 Chip Sealing Project Contract Award - Public Works, 10 Minutes
[Bid Form - 2019 Chip Sealing Project](#)
[Contract for Construction - 2019 Chip Sealing Project](#)
[2019 Chip Sealing Map](#)
 - 7.C (7:05 PM) Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) - Planning, 30 Minutes
[Staff Memo on ADUs Tiny Homes and RVs](#)
[City Zoning Map](#)

[Ordinance 2019-09 Draft](#)
[Staff Memo re tiny home Appendix Q adoption](#)
[Appendix Q](#)
[BIFD memo - RVs - CC 23 Jul 2019.pdf](#)
[October 2018 Legal Memo on ADUs](#)
[ADU Use Specific Standards 18.09.030 Attachment A](#)

- 7.D (7:35 PM) Review and Assessment of Critical Area Regulations, BIMC Chapter 16.20 - Planning, 15 Minutes
[20190723_CC_Staff_Memo.docx](#)
[20190509 PC Staff Memo.docx](#)
- 7.E (7:50 PM) Ordinance No. 2019-03, Relating to Subdivision Update - Planning, 20 Minutes
[20190723 CC Staff Memo Subdivision Update.docx](#)
[Ord 2019-03.docx](#)
[Ord 2019-03 Exhibit A.docx](#)
[Ord 2019-03 Exhibit B.docx](#)
[Ord 2019-03 Exhibit C.docx](#)

8. NEW BUSINESS

- 8.A (8:10 PM) Memorandum of Understanding with the Suquamish Tribe for Impact Mitigation Grant Funding - Police, 5 Minutes
[2019 Impact Mitigation Grant MOU](#)
- 8.B (8:15 PM) Ordinance No. 2019-19, Prohibiting the Stopping, Standing, or Parking of Vehicles in Bicycle Facilities - Public Works, 10 Minutes
[Ordinance No. 2019-19, Prohibiting the Stopping, Standing, or Parking of Vehicles in Bicycle Facilities](#)
- 8.C (8:25 PM) Mid-Year Report on 2019 Workplan Priorities and Comprehensive Plan Implementation - Executive, 15 Minutes
[2019 MidYear Workplan Rpt - By Dept.pdf](#)
[2019 MidYear Workplan Rpt - By Goal.pdf](#)
[2019 MidYear Comp Plan Implementation Rpt.pdf](#)
- 8.D (8:40 PM) Request for Proposals for 2020-2021 Cultural Funding Award Cycle - Executive, 15 Minutes
[2020-2021 Cultural Funding RFP for CC 07232019](#)
[2020-21_Cultural_Funding_RFP-Slides_for_CC_07232019.pptx](#)

9. CITY COUNCIL DISCUSSION

- 9.A (8:55 PM) Discussion of Potential Changes to the City's Ethics Program Regarding Third-Party Article I Complaints - Mayor Medina, 45 Minutes
[List of Possible Approaches - Third-Party Article I Complaints](#)
- 9.B (9:40 PM) Consider new appointments to Multi-Modal Transportation Advisory Committee, 10 Minutes

10. CONSENT AGENDA

- 10.A (9:50 PM) Agenda Bill for Consent Agenda, 5 Minutes
- 10.B Accounts Payable and Payroll
[Payroll.pdf](#)
[Report to Council of Cash Disbursements 07-24-19.pdf](#)
- 10.C City Council Study Session Minutes, July 2, 2019
[CCMIN 070219 STUDY SESSION](#)
- 10.D City Council Regular Business Meeting Minutes, July 9, 2019
[CCMIN 070919 BUSINESS](#)
- 10.E Request for Proposals for 2020 Lodging Tax Projects - Executive, 5 Minutes
[2020_LTAC_RFP_-for_CC 07092019](#)
[LTAC Presentation for CC 9 July 2019](#)
[MRSC - Lodging Tax \(Hotel-Motel Tax\)](#)
- 10.F Interlocal Agreement for Navigator Behavioral Health Support - Police, 5 Minutes
[Navigator Services ILA](#)
[Poulsbo Navigator Policy - Updated 03.01.2019](#)
- 10.G Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program - Finance, 5 Minutes
[Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program](#)
[TBD Vehicle License Fee Rebate Program Summary](#)
[Vehicle License Fee Rebate Application Form](#)
- 10.H Olympic Drive Design Professional Services Agreement Amendment No. 1 - Public Works, 5 Minutes
[Amendment No. 1 to PSA with MIG SvR Design](#)
[Exhibit A to Amendment No. 1](#)
[Original PSA With MIG SvR Design - Executed April 15, 2019](#)
- 10.I Municipal Court Lease Extension - Public Works, 5 Minutes
[Amendment No. 2 to the Commercial Lease Agreement for the Municipal Court Building](#)
- 10.J Police Vehicle Procurement - Public Works, 5 Minutes
[POLICE Vehicle DES WA Specifications](#)
- 10.K Resolution No. 2019-22, Supporting a County-Wide Ban on the Aerial Spray of Glyphosate and Stating the City's Intent to Pursue a Ban on the General Use and Sale of Glyphosate on Bainbridge Island - Councilmember Nassar, 5 Minutes
[Resolution No. 2019-22 Supporting Ban on Aerial Spraying of Glyphosate](#)

11. COMMITTEE REPORTS

11.A (9:55 PM) Committee Reports, 5 Minutes

[Climate Change Advisory Committee Meeting Minutes, June 19, 2019](#)

[Ethics Board Meeting Minutes, May 20, 2019](#)

[Race Equity Task Force Meeting Minutes, June 6, 2019](#)

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

13. ADJOURNMENT - 10:10 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:30 PM) Update from Kitsap Economic Development Association (KEDA),

STRATEGIC PRIORITY: Vibrant Economy

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION:

Information only.

SUMMARY:

John Powers from KEDA will provide an update on KEDA's programs for the first half of 2019.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:45 PM) Biosolids Contract - Public Works,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to approve the the contract with King County and Boulder Park, Inc., for the City's biosolids disposal, reject the May 2019 Request for Proposals for Biosolids Hauling and Beneficial Use, and waive the procurement manual policy regarding purchased services.

SUMMARY:

The proposed cooperative agreement with King County and Boulder Park Inc. is for disposal and hauling of biosolids from the City's Wastewater Treatment Plant in the approximate amount of \$120,000 annually for a period of three years.

This proposed three-party contract with King County and Boulder Park Inc. will enable the City to transport biosolids, on both a planned and on-call basis, for a period of three years from the City's Wastewater Treatment Plant to a landfill until the City is able to produce Class B biosolids at which point they can be transported to a beneficial reuse facility. Typical planned biosolids transport will be approximately 25 wet tons once every 7-14 days with an estimated cost of \$120,000 annually.

FISCAL IMPACT:

Amount:	\$120,000
Ongoing Cost:	\$120,000
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The City has been using Republic Service, Inc. as the contractor who hauls and disposes of biosolids from the Wastewater Treatment Plant (WWTP) since 2015. In response to a recent notice of termination from Republic Inc., effective August 31, 2019, as well as notification from the Department of Ecology to take the WWTP Class B Biosolids to a beneficial reuse facility, the City advertised for a Request for Proposals (RFP) in May 2019 for biosolids disposal services.

The City received two bids from the Request for Proposals with Boulder Park Inc. being the apparent low bidder.

Since that time, a lab analysis determined that the City's WWTP is not producing Class B biosolids; therefore, they are not suitable for beneficial reuse. Due to this changed circumstance, City staff requests that City Council reject the formal Request for Proposal for biosolids disposal and waive the current procurement manual policy governing the procurement of such purchased services in order to enter into a new three-party agreement with King County and Boulder Park, Inc.

Boulder Park Inc., has indicated that they are interested in hauling the City's biosolids and has also agreed that when the City's biosolids begin to meet Class B standards, they will transition from hauling to landfill to hauling to their beneficial use facility. It was brought to the City's attention that Boulder Park Inc. currently has a contract with King County for biosolids disposal; therefore, pursuant to RCW Chapter 39.34 the City has negotiated a cooperative agreement with King County and Boulder Park Inc. for the City's biosolids disposal. The proposed three-party agreement allows for hauling biosolids to a landfill as well as the long-term solution to haul to beneficial use facilities in the future.

Section 4.3 of the City's Procurement Policy requires competitive bidding for purchased service contracts, such as bio-solids hauling and disposal, when the estimated cost is above \$50,000. The May 2019 RFP was issued in accordance with the City's Procurement Policy. The recommended three-party contract with Boulder Park, Inc. and King County would require a waiver of the City's Procurement Policy to take advantage of the contractual arrangement already in place between those two entities. The waiver is necessary because, given the unique circumstances of this case, the recommended three-party contract was not solicited through competitive bidding; however, the apparent low bidder from the RFP, Boulder Park, Inc., would still be performing the work. For more information, see the attached staff memo.

The City will pay Boulder Park Inc. for materials accepted and services performed including the leasing of King County equipment at the rate of \$126.96 per ton to landfill and \$108.05 per ton to beneficial use facilities. King County has similar agreements with approximately 39 other municipal corporations.

King County has reviewed the proposed contract and made minor changes to the contract since the contract was first considered at the July 9, 2019 City Council meeting; see attached contract showing the minor changes via tracked changes.

ATTACHMENTS:

[Proposed Biosolids Contract - Clean](#)

[Proposed Biosolids Contract - Track Changes](#)

[Staff Memo](#)

FISCAL DETAILS: There is \$71,405 remaining in the 2019 budget and \$124,125 available in the 2020 budget.

Fund Name(s): Sewer Fund

Coding:

BIOSOLIDS BENEFICIAL USE SERVICES FOR CITY OF BAINBRIDGE ISLAND AT THE BOULDER PARK PROJECT

2019



CONTRACT No.
19-0010

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2019
- C: CONTRACTOR SPILL PREVENTION AND RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: are municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Non-Biosolids: dewatered wastewater solids that do not meet all requirements for Class B biosolids.

Party or Parties: City of Bainbridge Island (City), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, KC, or the City, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: An agreed to monetary value that the farmer pays to BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of September 1, 2019 by and between City of Bainbridge Island, a noncharter code city of the State of Washington, by and through its Department of

Public Works, (hereinafter referred to as the "City"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The City, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the City produces dewatered Class B biosolids cake (hereinafter referred to as "biosolids") as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology (Ecology) for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state, and federal laws, regulations, and best management practices regarding applying biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI for transportation and hauling services of the City's (a) biosolids to the BPP for beneficial use and (b) dewatered wastewater solids that do not meet all requirements for Class B biosolids (hereinafter referred to as "non-biosolids") to an approved landfill for disposal as needed; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for (a) land application of the City's biosolids at the BPP and (b) for the use of KC's equipment to apply the City's biosolids in accordance with all applicable federal, state, and local regulations and with BPP requirements; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules, and regulations applicable to the transport of biosolids pursuant to this Contract; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules, and regulations applicable to landfill disposal of any non-biosolids pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City, and the public health, safety, and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is to allow the City to purchase BPI's services which shall include transportation and hauling of the City's non-biosolids and/or biosolids and all work necessary for the utilization of the City's biosolids at the BPP, and to allow the City to lease KC-owned biosolids equipment for BPI to use in land application of the City's biosolids.

1.2 The further purpose of this Contract is to provide the City with another biosolids management and utilization option to complement the City's other biosolids management contracts. The City has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The City may provide the BPP with non-biosolids and/or biosolids during the months of January through December to ensure year-round responsiveness to any unplanned conditions.

1.4 The City will provide BPI with an estimated schedule of deliveries. The City in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the City's non-biosolids and/or biosolids that have a total solids content of no less than ten (10) percent. Material having a total solids content of less than 10 percent may be accepted at BPI's sole discretion and may be subject to additional charges for any additional work per Section 9 to be agreed upon by the City.

1.6 All biosolids provided to the BPP by the City shall meet Table 1 – Ceiling Concentration Limits and Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits), the pathogen reduction requirements of WAC 173-308-170, and the vector attraction requirements of WAC 173-308-180. The City shall immediately notify BPI and KC if the City's biosolids do not meet any of the requirements described above.

- A. The City shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP.
- B. Biosolids that do not meet vector attraction reduction requirements will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 9.2 of this contract.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be solely responsible for non-biosolids and/or biosolids management as defined below, including transport and reuse after acceptance of biosolids from the City. Non-biosolids and/or biosolids loaded into BPI's method of transport shall be considered to be accepted by BPI when the method of transport departs the City site. These non-biosolids and/or biosolids management responsibilities shall include, but are not limited to, the following:

- A. Transportation of non-biosolids and/or biosolids loaded into BPI-furnished equipment at the City's site, to the location of ultimate disposition. All loads will be covered during transport;
- B. Ultimate disposition of non-biosolids and/or biosolids including management, application, monitoring, permitting, record keeping, and reporting;
- C. Compliance with all local, state, and federal laws and regulations applicable to said operations including best management practices;
- D. Payment of employees, subcontractors, lenders, and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges, and all other costs; and
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle, and utilize the City's non-biosolids and/or biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage, or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is solely responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state, or local environmental or public health laws, codes, or regulations. BPI is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's non-biosolids and/or biosolids. The City and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the City's non-biosolids and/or biosolids.

- a. In addition to regularly scheduled transport of non-biosolids under this agreement, BPI agrees to provide emergency haul of up to 300 tons during the three-year contract term. The City shall provide a minimum of 72-hour notice for any emergency haul services. The City is responsible for landfill arrangements as specified in Section 5(9).

2.5 BPI shall also be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any subcontractors that non-biosolids and/or biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling any wastewater residuals.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

1. Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the City's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;
2. Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Lease Rate Table provided as Attachment B and is incorporated by reference as if fully stated herein;
3. Regularly communicate with BPI regarding daily project activities and perform routine site inspections;
4. Calculate application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);

5. Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8;
6. Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the City when periodic changes are made; and
7. Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state, and local regulations.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City with current copies of all permit applications, permits, registrations, records, and reports required by local, state, and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The City's review of such materials is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the complaints and the response shall be provided to the City with the monthly invoice. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. Provide timely communication to the other Parties of any significant variation in non-biosolids and/or biosolids quantities to be delivered;
 - a. The City estimates it will produce 3,900 wet tons of biosolids over the three-year Contract term;
2. Scale and record wet tons of non-biosolids and/or biosolids loaded into the contractor's biosolids hauling equipment at the City site to document the tonnage being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. Tonnage should be weighed and recorded at a certified scale;
3. Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;
4. Secure and maintain all necessary state and local permits for the City's operation of its wastewater treatment plant and comply with all applicable federal, state, and local regulations related thereto;
5. Provide an approved Spill Prevention and Response Plan per Chapter 173-308-100(2) WAC. Ensure the contracted hauler has a current copy of the Spill Response Plan in trucks hauling the

City's non-biosolids and/or biosolids at all times and before leaving the City's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;

6. Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the City's biosolids do not meet any of the requirements in section 1.6;
7. Pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices;
8. Not operate or maintain KC-owned equipment; and
9. Make all landfill-related contacts and arrangements for disposal of the City's non-biosolids. The City shall provide all required documentation and is responsible for all landfill-related costs for disposal of the City's non-biosolids.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is three years from the effective date specified above on page 3 of this Contract expiring in 2022. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC, and the City.

6.2 BPI's and KC's obligations and responsibilities shall commence upon delivery of a Notice to Proceed by City. Prior to issuance of the Notice to Proceed, it will be the responsibility of BPI to furnish the appropriate insurance documents (Section 14) to the City.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant to BPI's designated application sites.

A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the City. BPI shall be responsible for identifying certified scales and proposing scales to the City for acceptance. BPI shall provide the City with the official certifications for all scales it proposes to the City for acceptance and shall be responsible for keeping said certifications current. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the City prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. The City will pay BPI for authorized materials accepted and/or services satisfactorily performed, including the leasing of KC equipment, at the rate of \$108.05 (2019 dollars)(\$3.09 plus \$0.24 Tax [at Mansfield rate of 7.7%] for King County equipment and project management fee, and \$104.72 for BPI operations fee) per wet ton (BPI base unit price). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

A. Biosolids that do not meet vector attraction reduction requirements will be incorporated to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 9.2 of this contract at the rate of \$8.74 (2019 dollars) per wet ton. Refer to Section 9.2 for further information.

7.3 BPI will submit a quarterly statement to KC that clearly shows the City's wet tons applied, the site, and the month application occurred. After receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The BPI base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor, and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is included in the price.

7.5 The BPI base unit price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. If the parties agree to extend the term of this contract, rate changes may also be made at the time this Contract is extended, provided BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 BPI will pay the City \$1.00 per wet ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

7.7 BPI shall be paid based on wet weight for non-biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting non-biosolids from the City's treatment plant to Waste Management's Greater Wenatchee Regional Landfill. The City will pay BPI for wet tons delivered at the rate of \$88.55 (2019 dollars) per wet ton. This cost shall include all transportation-related costs from the City's site to the Greater Wenatchee Regional Landfill on an as-needed basis. Any transportation of the City's non-biosolids to a landfill other than the Greater Wenatchee Regional Landfill is subject to Section 9.4 of this Contract.

SECTION 8 PRICE ADJUSTMENTS

8.1 Rate adjustments may be made for changes of law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing by all parties. The City has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the City feels such increases are excessive.

8.2 Annual Adjustments for the total application rate will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event that the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwurs49dsa0]

8.3 Effective at the signing of this Contract, payments will be made to BPI monthly for fuel used for hauling if the price exceeds \$4.00/gallon. The City shall pay respectively, based on the amount of fuel

used for hauling times the difference between the price of fuel above \$4.00. The amount billed will be verified from the haulers cardlock printout average price and quantity for the month of fuel purchased for this Contract.

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the BPI base unit price (as described in Section 7), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or according to the requirements in Subsection 8.2 and 9.2.

9.2 Agencies participating in the BPP are required to meet vector attraction reduction requirements per WAC 173-308-180 or through incorporation of biosolids within 6-hours of land application per WAC 173-308-210(4)(b). If incorporation is required, Boulder Park Inc. (BPI) will perform the tillage work as required. The cost for this 6-hour tillage service is \$8.74 per wet ton (2019 dollars)(\$1.73 plus \$0.13 Tax for King County equipment and project management, and \$6.89 for BPI operations fee). The 6-hour tillage price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

9.3 Change orders for material or services will be without effect unless issued and authorized in writing by the City.

9.4 Transportation of the City's non-biosolids to a landfill other than Waste Management's Greater Wenatchee Regional Landfill shall be subject to a haul rate of \$140.00 per hour. Trucks will start and stop at Kissler Shop in George, WA. Time starts at the beginning of the driver's day and stops at the end of driver's day.

SECTION 10 LIABILITY OF BPI AND KC

10.1 BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil
- Impacts to crops, vegetation or livestock

- Impacts to future uses of sites to which biosolids have been applied.

10.2 BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage, or public exposure, and for providing safe and secure unloading of biosolids at BPI's designated application sites.

10.3 BPI shall be completely responsible for securing non-biosolids loaded into the means of transport selected by BPI against spillage, leakage, or public exposure, and for providing safe and secure unloading of non-biosolids at an approved landfill for disposal.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state, and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 9.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the BPI base unit price hereinbefore agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsection 1.4. The City will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The City is responsible for reviewing plant records to determine, estimate, and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The City affirms that its biosolids are produced from domestic, commercial, and industrial wastewaters generated in the City's wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 Commercial General Liability. \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 Automobile Liability. \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000 Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 OTHER INSURANCE PROVISIONS

A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

- (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The City shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
- (ii) BPI's insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with BPI's insurance or benefit BPI in any way.
- (iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self-Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.1.7 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an "additional insured" under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE CITY'S TREATMENT PLANT

The City will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The City will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 DAMAGES

Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Unless BPI terminates this Contract pursuant to Section 17.1, then if BPI fails to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the Parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract. Further, if BPI is in default then, BPI shall be responsible for additional direct

and indirect costs incurred by the City to have the work under this Contract performed by other parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS, AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The City shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract, or BPI's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City, and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract, or KC's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract, or the City's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or the City, KC, and BPI, the City's defense and indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 Solely for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

20.2 Pending final resolution of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other parties.

SECTION 23 SUBCONTRACTORS

BPI shall identify all proposed suppliers or subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission any such supplier or subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties, then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 27 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the City, addressed to:

Name Joel Goodwin, Operations Project Manager
Address City of Bainbridge Island 280
 Madison Avenue N
 Bainbridge Island, WA 98110
 (206) 780-3583
 jgoodwin@bainbridgewa.gov

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager Address:
 Boulder Park, Inc.
 P.O. Box 285, Mansfield, WA 98830
 (509) 683-1142
 ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
 201 S. Jackson Street, #KSC-NR-0512
 Seattle, WA 98104
 (206) 477-3524
 jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings, or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date above written.

CITY OF BAINBRIDGE ISLAND

By _____
Morgan Smith, City Manager

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Bromley, Sr. Deputy Prosecuting Attorney

Verna

Date

ATTACHMENT A

Boulder Park Project Beneficial Use Facility Roles and Responsibilities (Douglas County)

This document clearly defines the roles of each project participant involved in the beneficial utilization of biosolids as a soil amendment and for its plant essential nutrients at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2015 BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division (KC)

KC Biosolids Management Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to GLAP and prepare permit documentation; maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; DOE Model Form.
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.
- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS project maps.
- Applications – prepare activity table and maps of next season’s proposed applications; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.
Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspection logs; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager or other on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Project annual report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities and research results.
- Monitoring - review monitoring plan, sampling protocols, scheduling and data results with BPI.
Product: sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations. Product: review of Safety Plan and safety meeting records.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.
- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.
- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract #471783 and Ecology biosolids regulations. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures. Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants. Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.
- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations. Product: Review permit application documentation and project maps as required; no permit violations.
- Storage Areas - identify location, haul route and required buffers; prepare site; post signs. Product: Review GIS site maps; fairly level, accessible sites.

- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator's haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time. Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems. Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager. Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.
- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner ▪

Responsible for organizing and managing Boulder Park, Inc.

- Responsible for involving other community farmers in developing biosolids application sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners (see Master List of Boulder Park Project Acreage) ▪

Responsible for timely incorporation of all applied biosolids after application.

- Responsible to pay BPI for soil amendment value of biosolids per dry ton applied to their land.
- Responsible to comply with the requirements of the SSLAP, permits, all standard acceptable agricultural practices and biosolids regulations.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of the Boulder Park Project.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

Chelan-Douglas County Health District (CDHD), Public Health Specialist

- May review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- May be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report). **WSU Cooperative Extension, Research Scientist**
- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.
- Responsible for any research proposals, plans and reports related to this project.

- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

- Responsible for establishing road agreements and assessing damage, if any, associated with haul vehicle travel on county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes for biosolids deliveries.
- Must be informed of biosolids delivery schedule in timely manner (SSLAP addendum and BPI weekly report).
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or DC as required.

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT LEASE RATE TABLE 2019
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$50,000	\$70,000	\$3,500
EWT054	1999 Kenworth T600 Dump Truck	\$120,000	20	\$50,000	\$70,000	\$3,500
EWTT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS017	2015 Chevy Suburban	\$40,000	7	\$10,000	\$30,000	\$4,286
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWP266	2016 Ford F350 4x4 Pickup w/snow plow	\$42,000	6	\$10,000	\$32,000	\$5,333
EWL005	2018 JD644K Hybrid Loader w/5yd bucket	\$255,000	8	\$170,000	\$85,000	\$10,625
EWFT19	2016 STX375 Case/IH 4WD Tractor	\$310,000	8	\$95,000	\$215,000	\$26,875
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$30,000	\$80,000	\$4,000
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	20	\$4,000	\$16,000	\$800
EWSA26	2016 West Pt. Spread-All	\$57,000	5	\$12,000	\$45,000	\$9,000
EWSD01	2016 HD Burma Vertical Distributor	\$21,850	5	\$5,000	\$16,850	\$3,370
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$4,000	\$13,820	\$691
EWUV12	2014 Polaris Ranger Quad (w/ Soil Sampler)	\$14,300	12	\$4,000	\$10,300	\$858
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$20,000	1	\$0	\$20,000	\$20,000

Updated: 6/6/2019

Total Annual Depreciation	\$103,745
Equipment rate/applied ton**	\$2.69
King County staff rate/applied ton	\$0.40
Total Fee	\$3.09

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

**Applied ton based on 2018 total of Other Generators WT applied at the Boulder Park Project BUF (38,596.2 WT).

SPILL PREVENTION AND RESPONSE PLAN

Prepared for

**ROBBE KISSLER
KISSLER ENTERPRISES
ENVIRONMENTAL PRODUCTS, INC.
PO Box 5163 / 300 Washington Way
George, Washington 98824
(509) 785-3505 office**

**Submitted by:
Boulder Park Inc.**



2019

A copy of this plan shall be available to all drivers and accompany all trucks
hauling biosolids for Boulder Park Inc.

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its subcontractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) land application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at 8 Airport Way, Mansfield, WA 98830. In addition, BPI may transfer biosolids during routine, daily operations from one application site to another site when product overages occur and remaining biosolids must be relocated. Typically, biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

! IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS !

- 1) **9-1-1 for injury accidents and accidents involving other vehicles or property**
- 2) **Dave Ruud, BPI at (509) 669-3775 cell, (509) 683-1142 office**
- 3) **Peter Severtson, Department of Ecology at (509) 379-4737 cell**
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)
- 4) **Your company dispatcher or company contact for emergencies**

Refer to pages 3 - 7 for additional contact information.

Also see Attachment 2 on pages 21 and 22 for Agency contact information

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To prevent or minimize the possibility of spills, BPI has implemented the following measures:

- Drivers should adhere to all rules and regulations of the Federal Motor Carrier Safety Administration.
- All vehicles will be inspected daily and serviced on a regular basis.
- Drivers do not exceed the posted speed limit and travel at speeds appropriate for roadway and weather conditions.
- Drivers consult the Washington State Department of Transportation's website during times of possible inclement weather.
- Drivers attend regular training programs and safety meetings administered by the transportation company.
- Trailers hauling biosolids are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be "leak-proof" upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers will only use hands-free devices. No texting or cell phone use while driving.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and or its subcontractors equips biosolids transportation vehicles with the following items: ▪
A copy of the most current *Spill Prevention/Response Plan*

- A cell phone
- Gloves and boots
- Hazard flares
- Reflective traffic cones
- A shovel
- Bag of hydrated lime (optional)

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- If the spill has or could result in an emergency situation: dial 911.

- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- Immediately notify the BPI Operations Manager for all biosolids spills.
- For large spills the BPI Operations Manager or the transportation company dispatcher should arrange to have a local excavation or pumping company to excavate or pump all biosolids from impacted areas.
 - o Excavated material can be placed into the truck or another truck and hauled to an approved delivery site
 - o Pumped material (vactor or vacuum truck) can be hauled in the truck to an approved delivery site
- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the Biosolids Coordinator at the appropriate Department of Ecology's Regional Office (page 4) as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - o A description of the spill and its cause.
 - o The exact date and time of the spill, and, if it has not been cleaned up, the anticipated time when cleanup will occur.
 - o Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- If the spill is large and cannot easily contained, contact the Department of Ecology's Spill Response Team.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids, if available.
- Contact the appropriate staff at the local health department in the county where the spill occurs (page 5).
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office (page 6).
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office (page 7).
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office (page 8).

SPILL RESPONSE CONTACTS

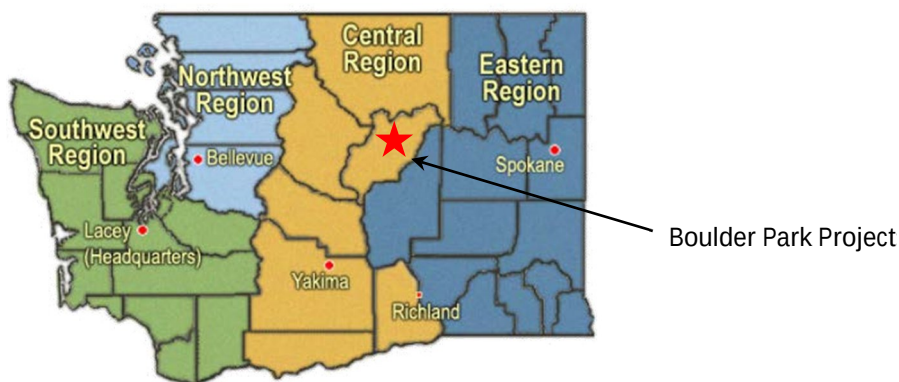
CONTACT INFORMATION UPDATED JUNE 2018

Boulder Park Inc.

- Dave Ruud, Operations Manager: (509) 669-3775 cell (509) 683-1142 office
- o Randy Davidson, BPI Lead (509) 668-0388 cell
- o Gary Poole, BPI Partner (509) 669-6666 cell

Department of Ecology, Biosolids Coordinators:

- Kyle Dorsey (Statewide Coordinator): (360) 407-6559
- Peter Severtson, Central Region: (509) 379-4737 cell
- Betty Ann Bickner, Eastern Region: (509) 638-3739 cell
- Amber Corfman, Northwest Region: (360) 918-4786 cell
- Meeta Pannu, Southwest Region: (360) 522-0348 cell

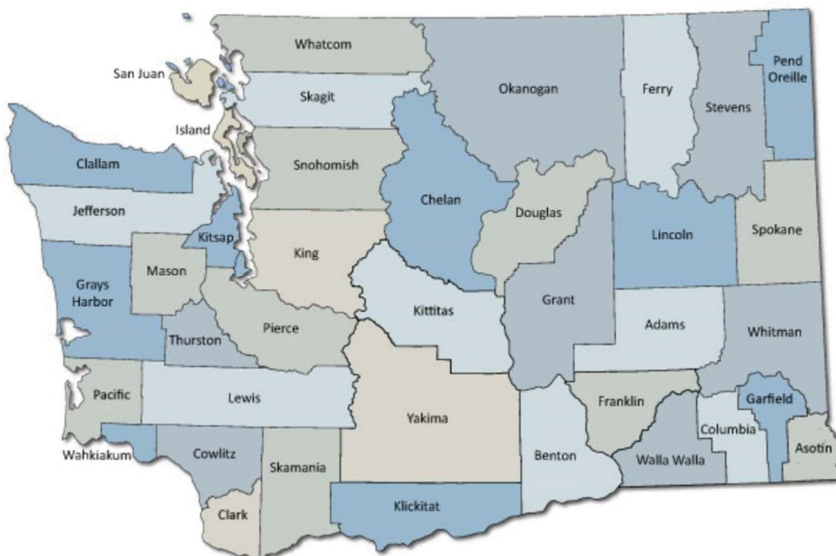


Department of Ecology, Spill Response Team:

- Eastern Regional Office: (509) 329-3400
 - Northwest Regional Office: (425) 649-7000
 - Central Regional Office: (509) 575-2490
 - Southwest Regional Office: (360) 407-6300
- Report a spill — call 1-800-OILS-911 (1-800-645-7911)
- Main Receptionist – (360) 407-6000

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Chelan-Douglas Health District: (509) 886-6400 / (509) 886-6499 after-hours
- Grant County Health District: (509) 766-7960 / (509) 398-2083 after-hours
- Island County Public Health: (360) 678-5111
- King County Public Health Department: (206) 296-4600
- Kitsap County Public Health District (360) 728-2235
- Kittitas County Health Department: (509) 962-7515
- Lincoln County Health Department: (509) 725-1001
- Okanogan County Health Department: (509) 422-7140
- Pierce County Health Department: (253) 798-6500 / (800) 992-2456
- Skagit County Health Department: (360) 416-1555 / 360 336-9380
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500
- Whatcom County Health Department: (360) 778-6000



Department of Transportation Regional Offices:

- Headquarters: (360) 705-7000 / (360) 705-7438
- Northwest Region: (206) 440-4000
- North Central Region: (509) 667-3000
- Olympic Region: (360) 357-2600
- South Central Region: (509) 577-1600
- Southwest Region: (360) 905-2000
- Eastern Region: (509) 324-6000



<http://www.wsdot.wa.gov/Regions/>

Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631

- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000
- WA DNR Communications & Outreach: (360) 902-1008



<https://www.dnr.wa.gov/contact-us>

United States Forest Service Pacific Northwest Region 6:

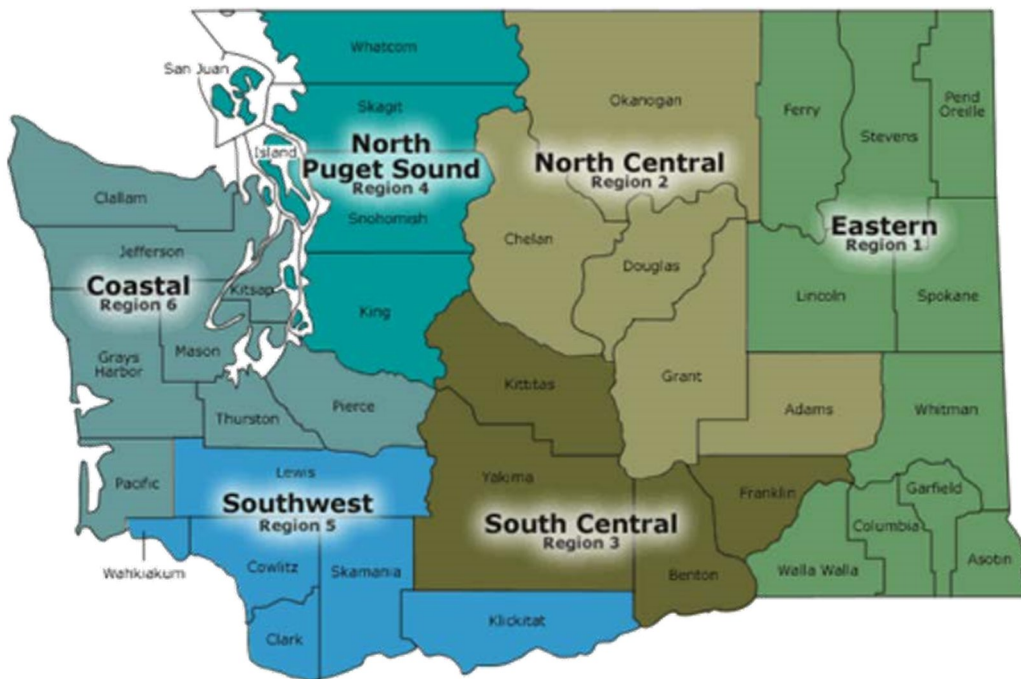
- Pacific Northwest Regional Office Headquarters: (503) 808-2468
- Mt. Baker-Snoqualmie National Forest: (425) 783-6000
- Okanogan and Wenatchee National Forest: (509) 664-9200

<https://www.fs.usda.gov/detail/r6/about-region/offices/?cid=stelprdb5341313>

Department of Fish and Wildlife:

- WDFW Main Office: (360) 902-2200
- Eastern Region 1: (509) 892-1001
- North Central Region 2: (509) 754-4624
 - o Wenatchee District Office (509) 662-0452
- South Central Region 3: (509) 575-2740
- North Puget Sound Region 4: (425) 775-1311
- Southwestern Region 5: (360) 696-6211
- Coastal Region 6: (360) 249-4628

WDFW Regions



<https://wdfw.wa.gov/about/regions/>

ATTACHMENT 1

ROUTES TRAVELED

BPI and its transportation sub-contractors utilize the following route options to haul biosolids to Boulder Park Project land application sites for participants listed in ATTACHMENT 2 of this document.

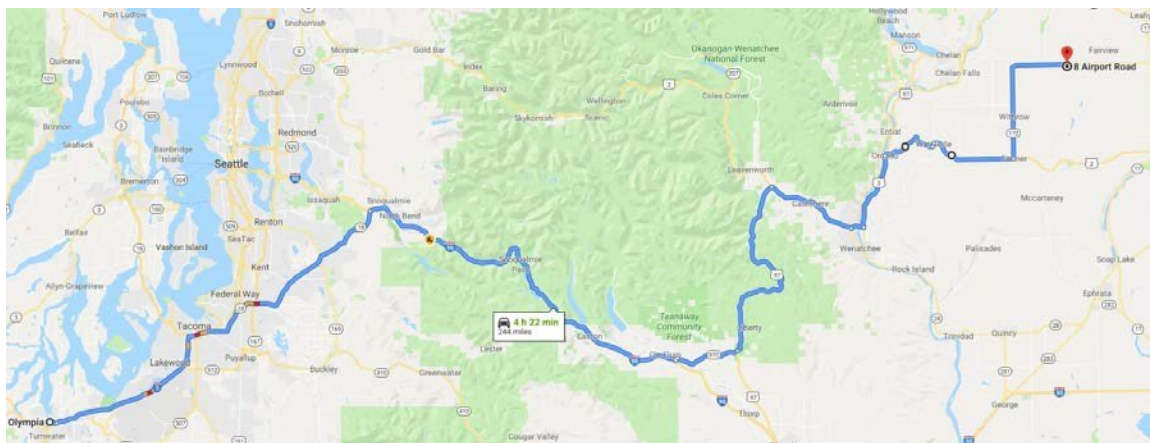
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roadways to navigate over the mountain passes including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes (#1 through #5) are provided below.

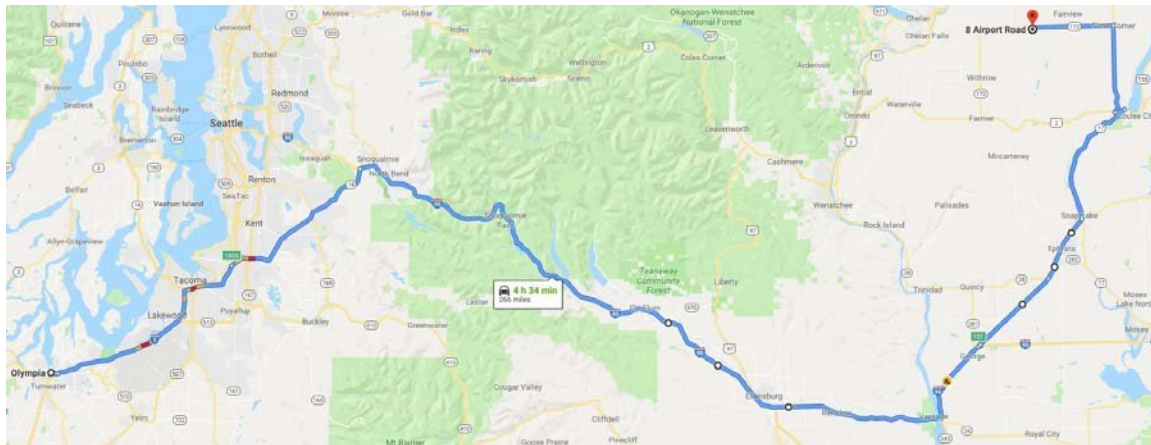
- 1) Routes from Western WA sources located *south* of Seattle
- 2) Routes from Western WA sources located *north* of Seattle
- 3) Routes from Eastern WA sources located east of Mansfield near Spokane
- 4) Routes from Central WA sources located *south* of Mansfield
- 5) Routes from Central WA sources located *north* of Mansfield

1) Routes from Western WA sources located *south* of Seattle:

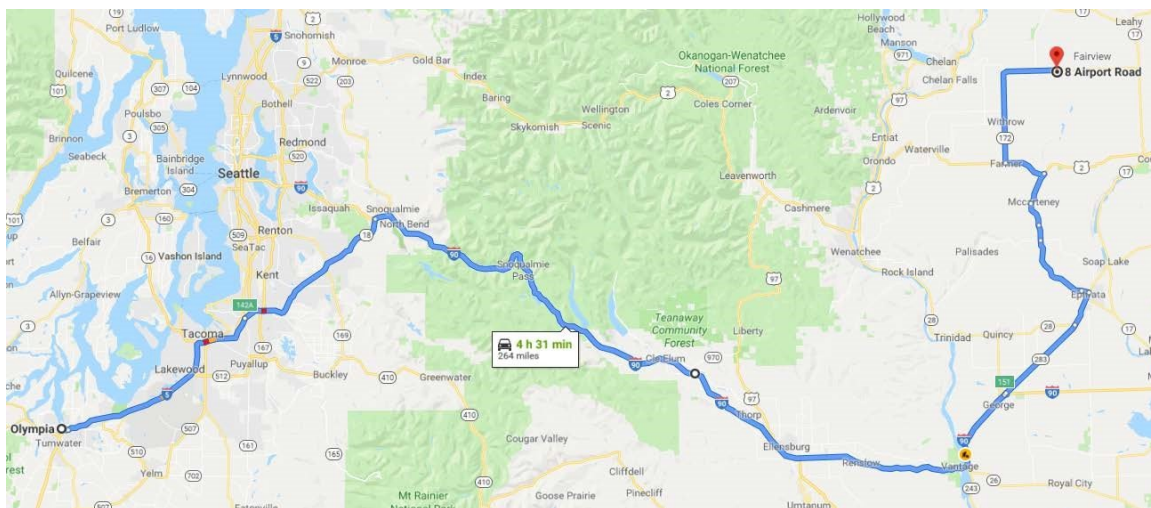
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to WA-970 N to US-97 N to US-97 N/US-2 E to US-2 E to WA-172 E arriving in Mansfield, WA. Total distance traveled 244 miles.



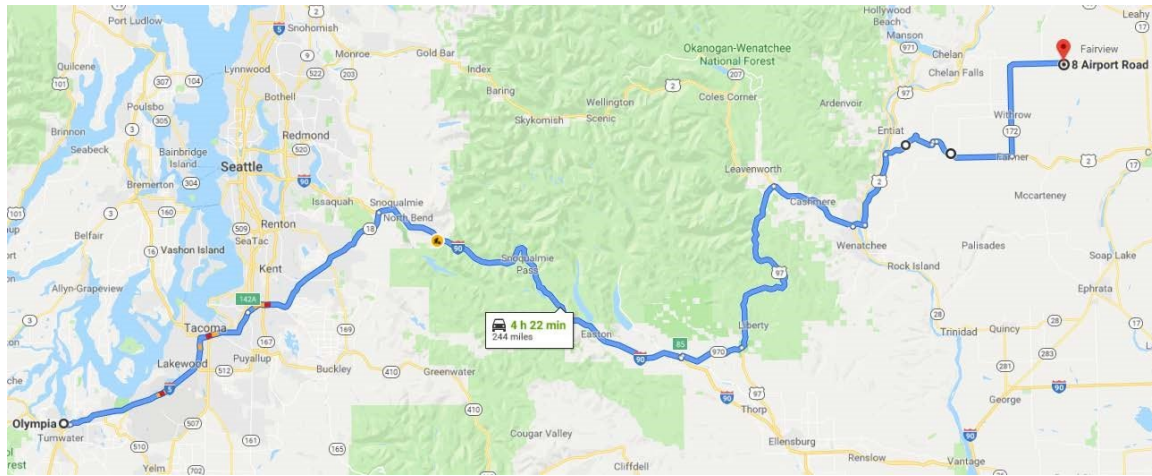
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to WA-283 N to WA-28 E to US-2 W to WA-17 N then west on WA-172 E to Mansfield, WA. Total distance traveled 266 miles.



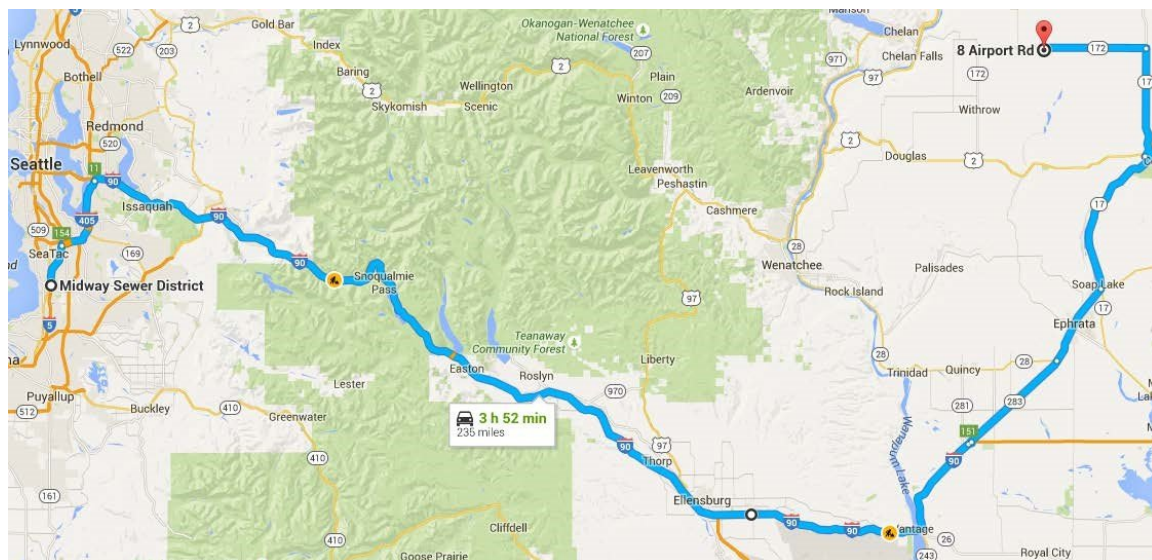
Option #3: I-5 North from Olympia to SR-18 East to I-90 East to WA-283 N to WA-28E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 264 miles.



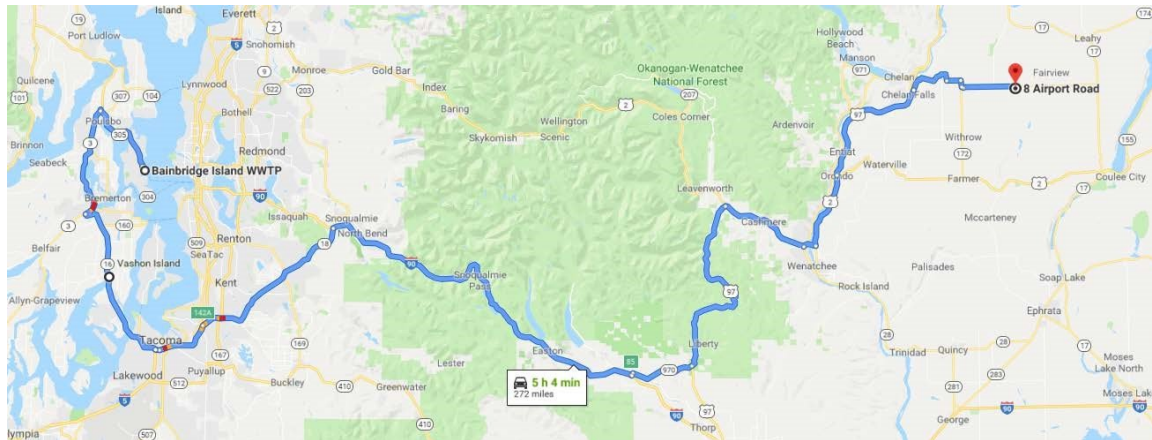
Option #4: I-5 N to SR-18 E to I-90 E to WA-970 N to US-97 N to US-97 N/US-2 E to US-2 E to WA-172 E arriving in Mansfield, WA. Total distance traveled 244 miles.



Option #5: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.

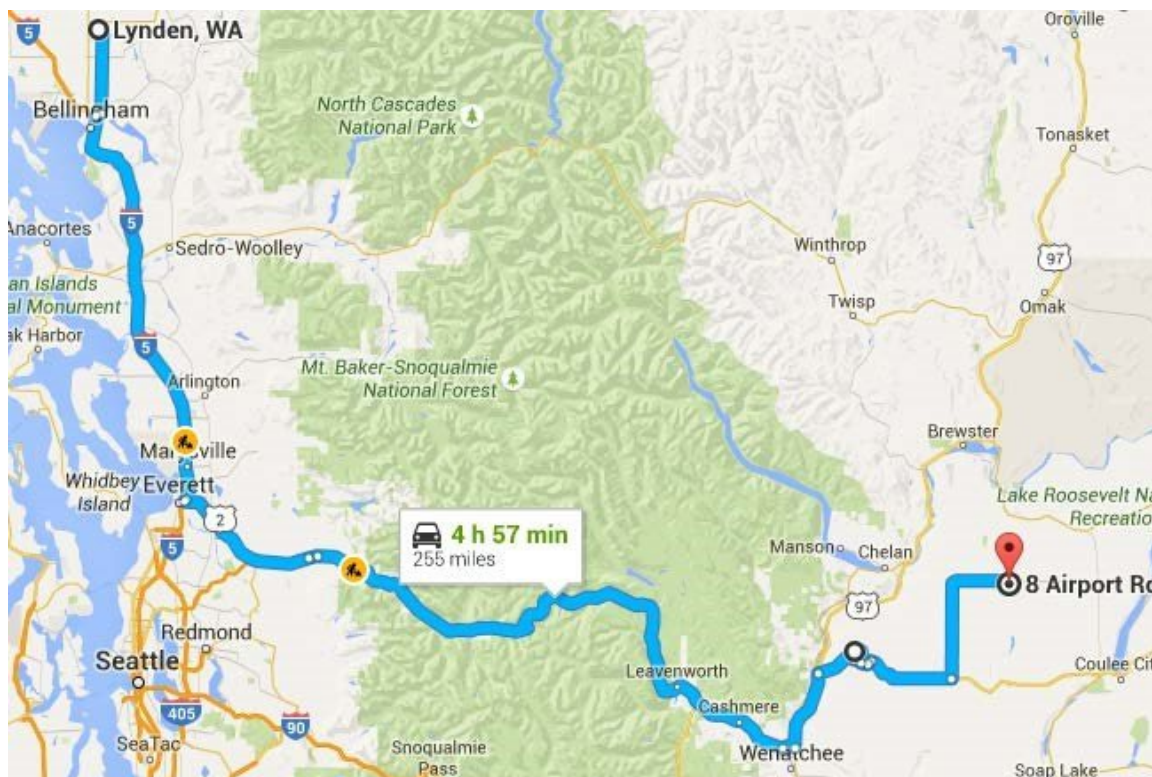


Option #6: WA-305 N to WA-3 S to WA-16 E to WA-18 E to I-90 E to US 970 N to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 235 miles.

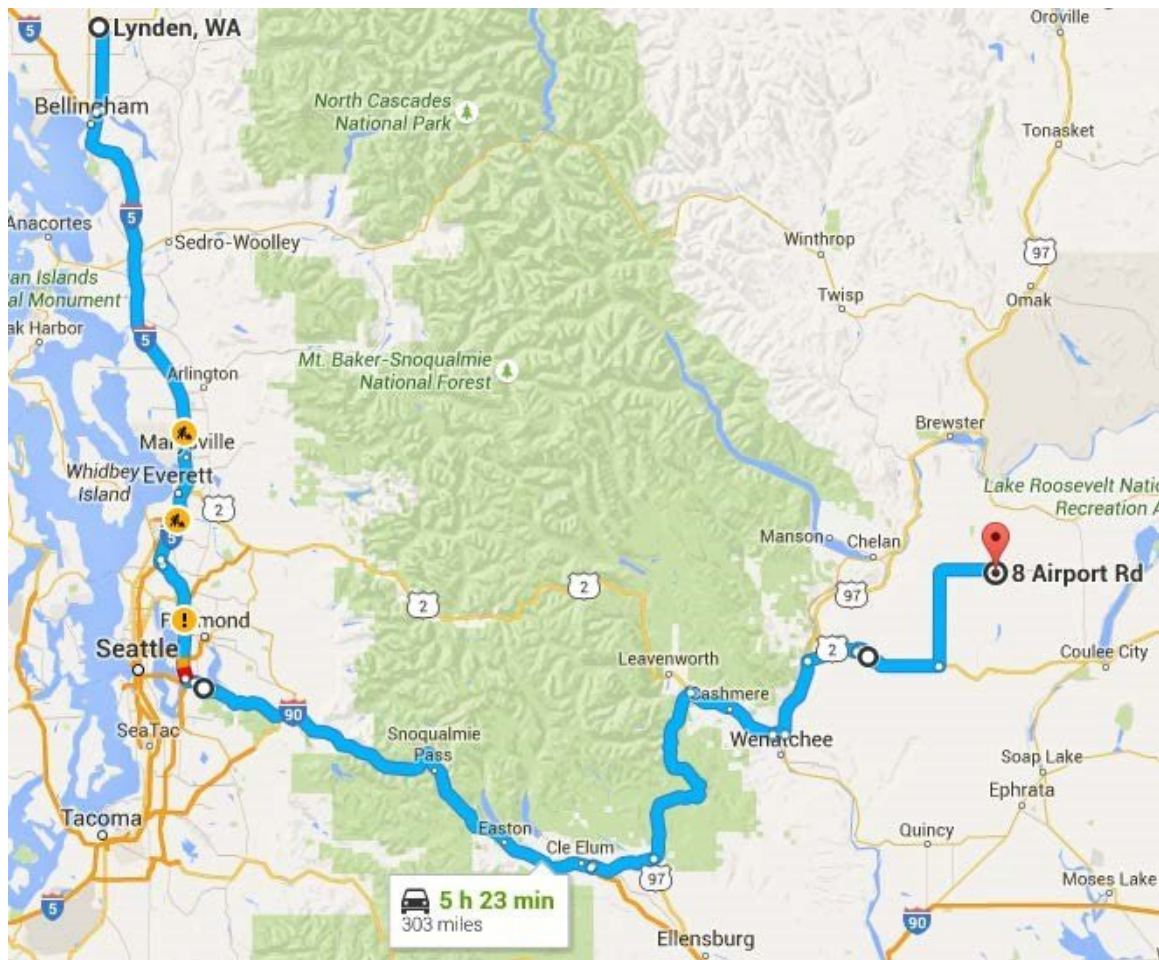


2) Routes from Western WA sources located *north* of Seattle:

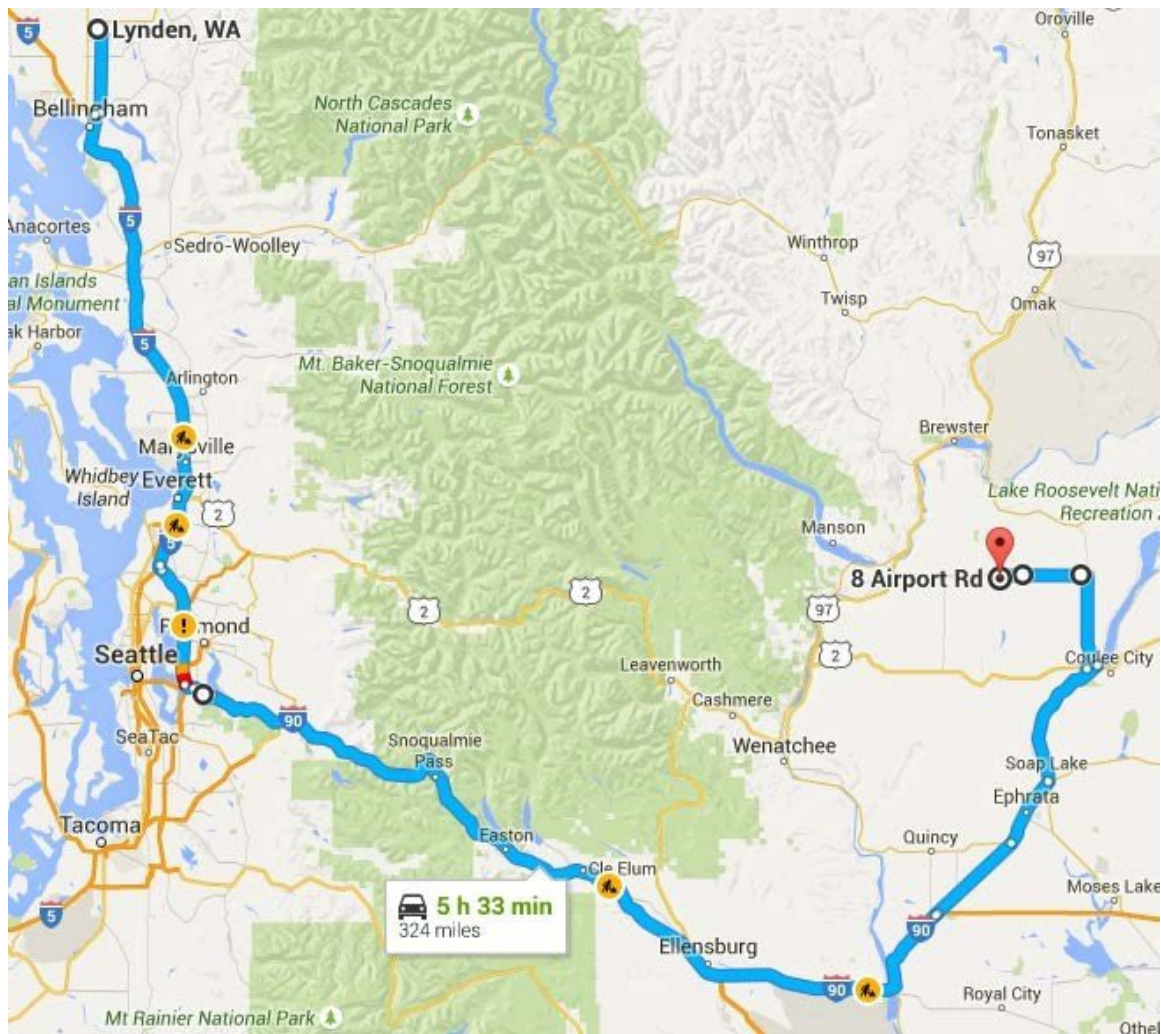
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to WA172 arriving in Mansfield, WA. Total distance traveled 255 miles.



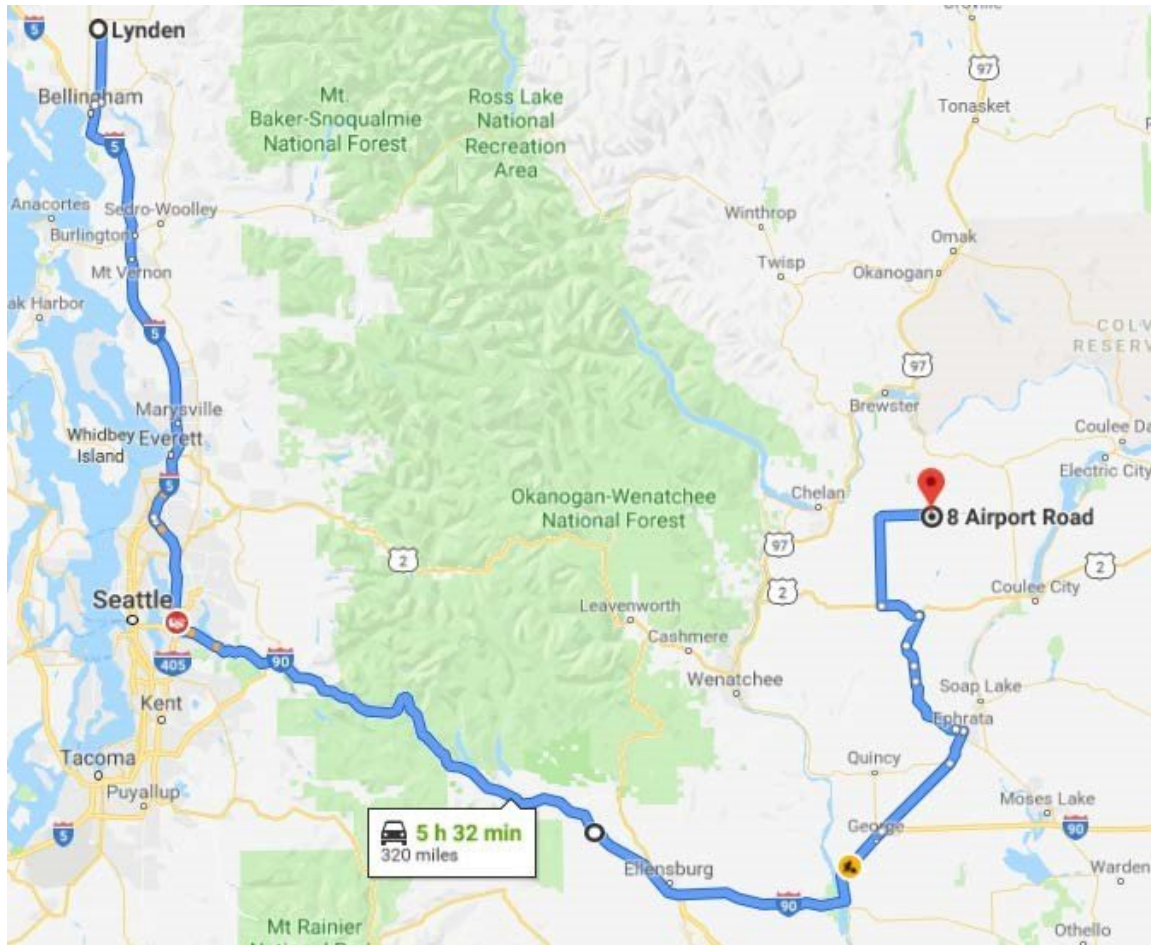
Option #2: I-5 S to I-405 S to I-90 E to WA-970 N to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.



Option #3: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

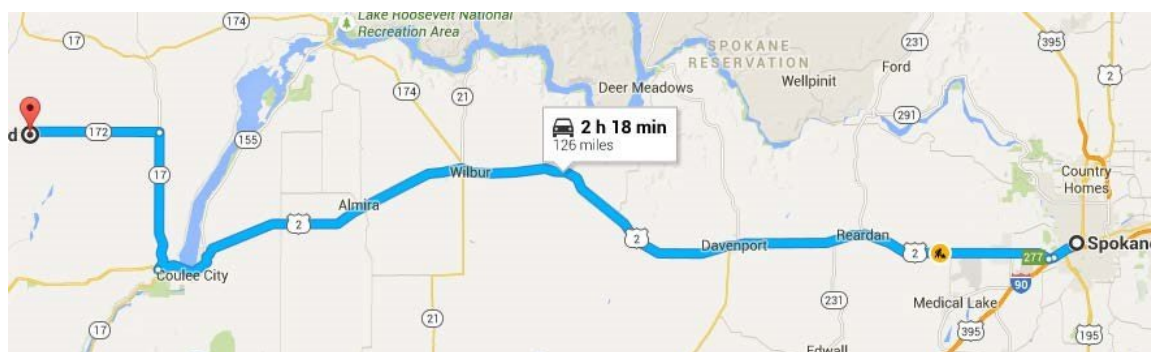


Option #4: I-5 S to I-405 S to I-90 E to WA-283 N to WA-28E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 320 miles.

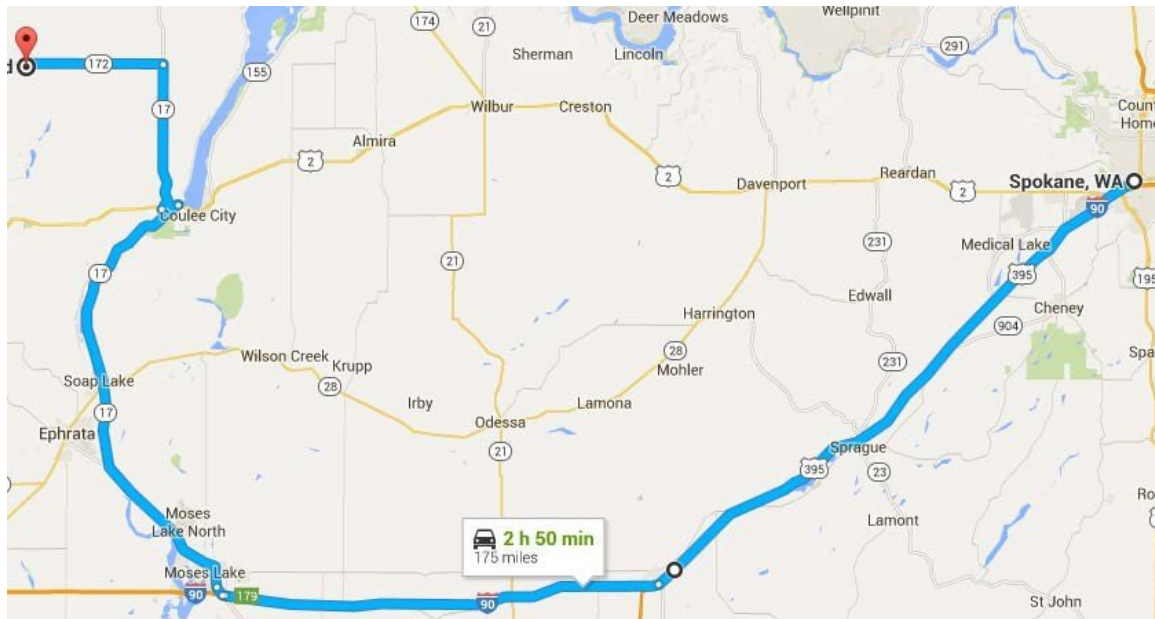


3) Routes from Eastern WA sources located east of Mansfield *near Spokane*:

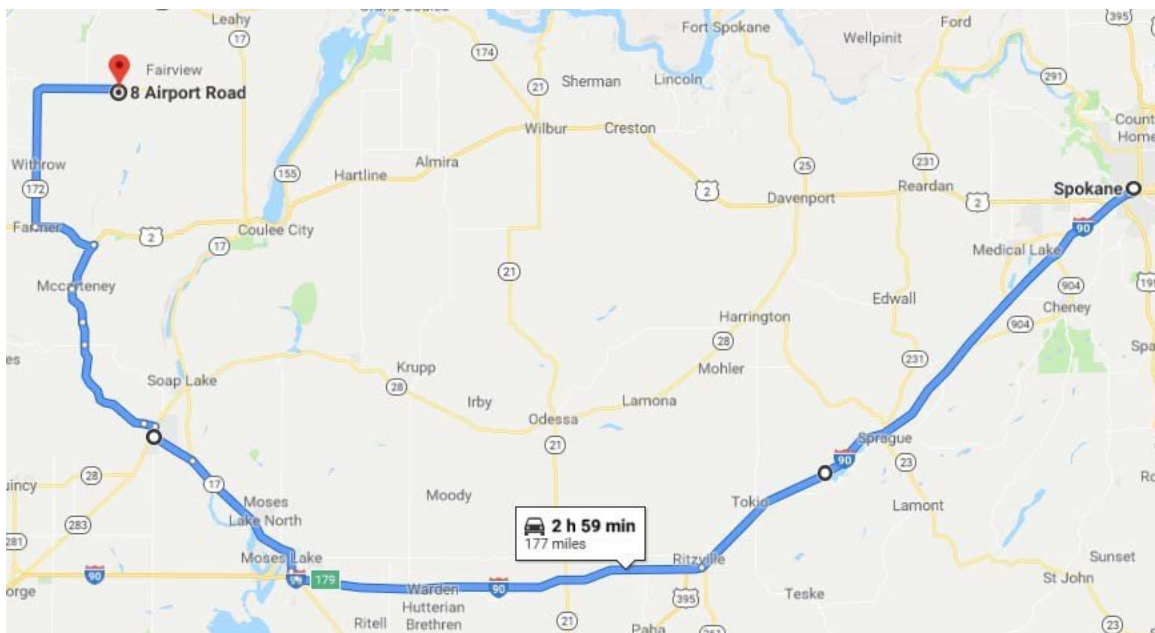
Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.



Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

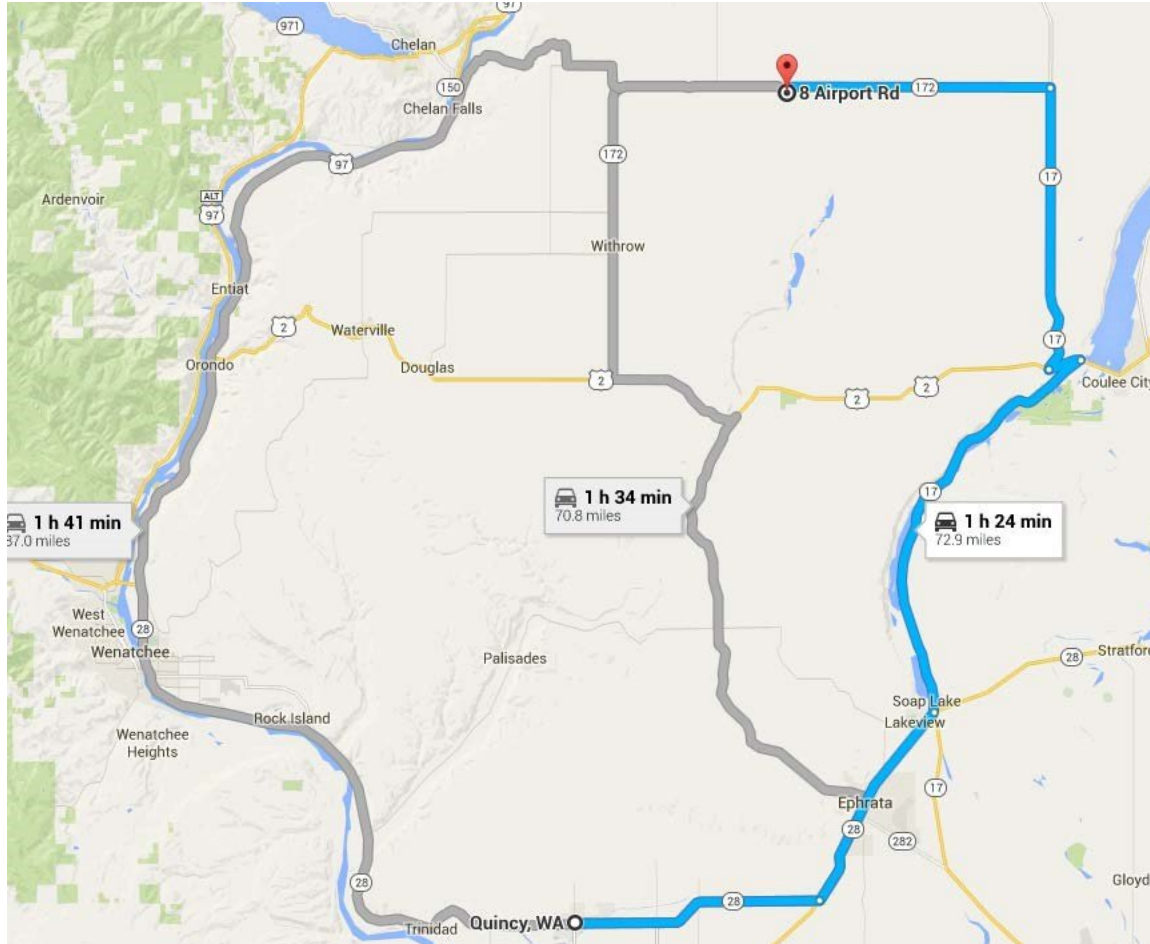


Option #3: I-90 W from Spokane to WA-17 N to WA-28 E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 177 miles.

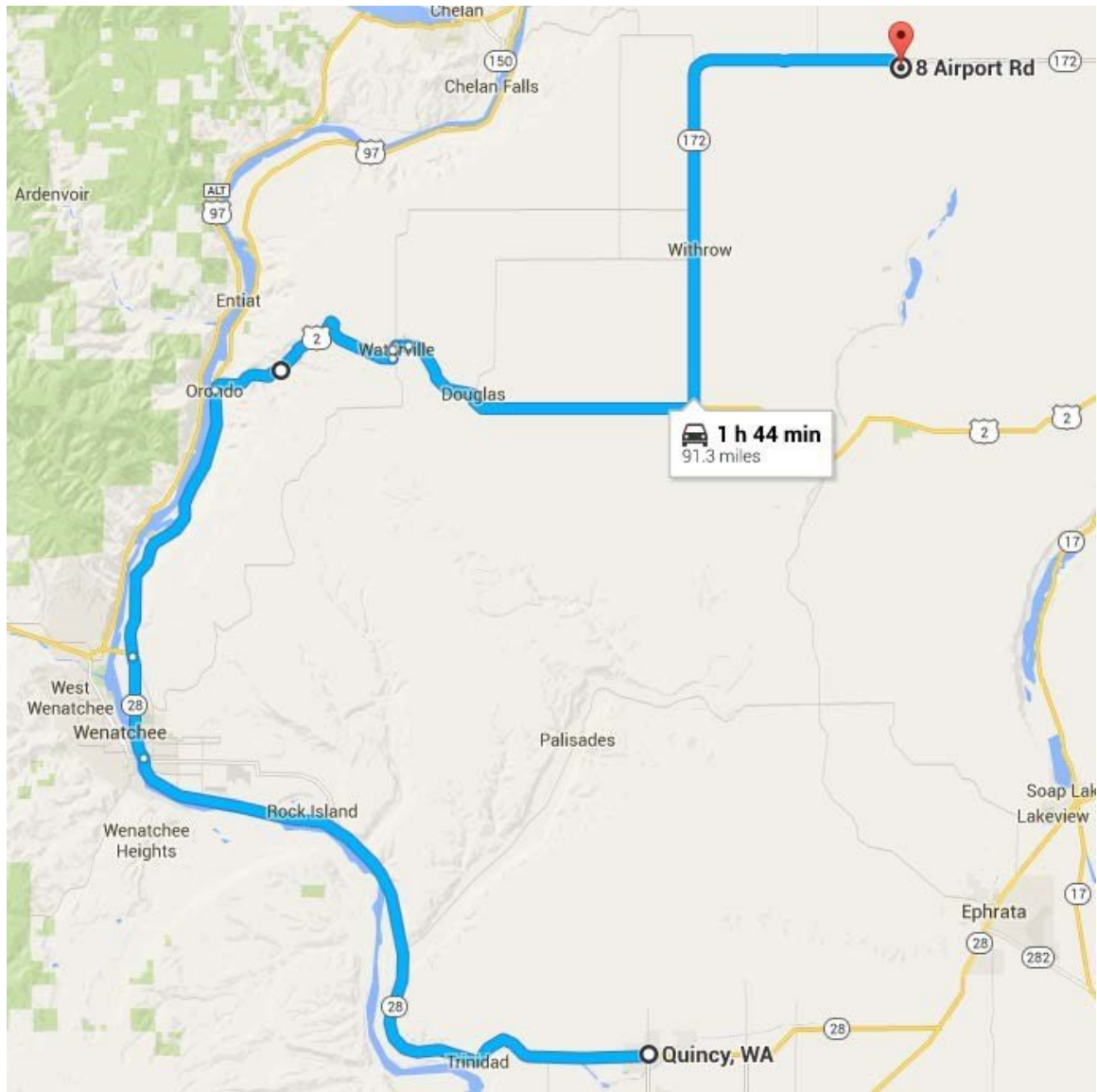


4) Routes from Central WA sources located *south* of Mansfield:

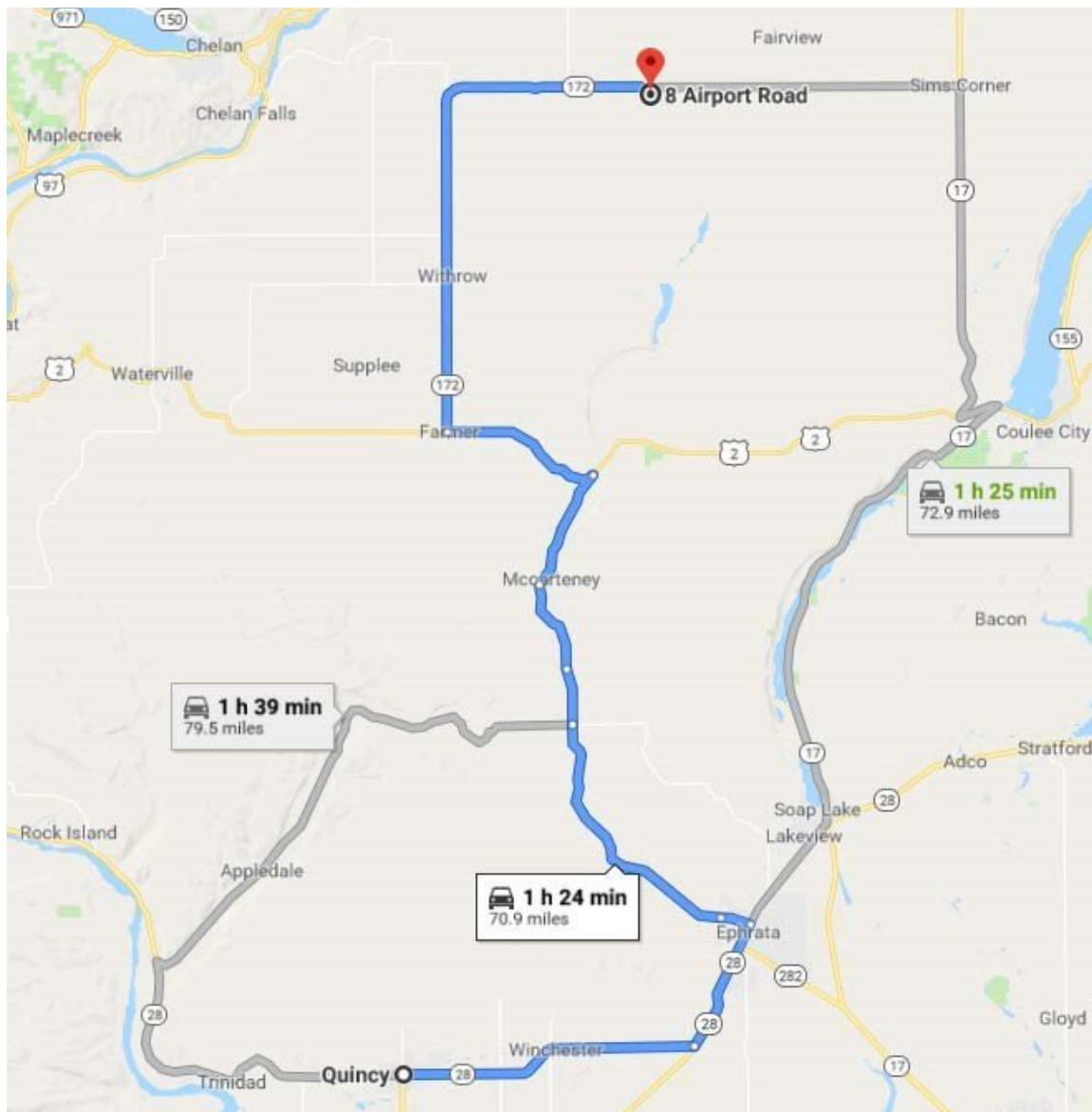
Option #1: WA-28 E from Quincy to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 72.9 miles



Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA. Total distance traveled 91.3 miles

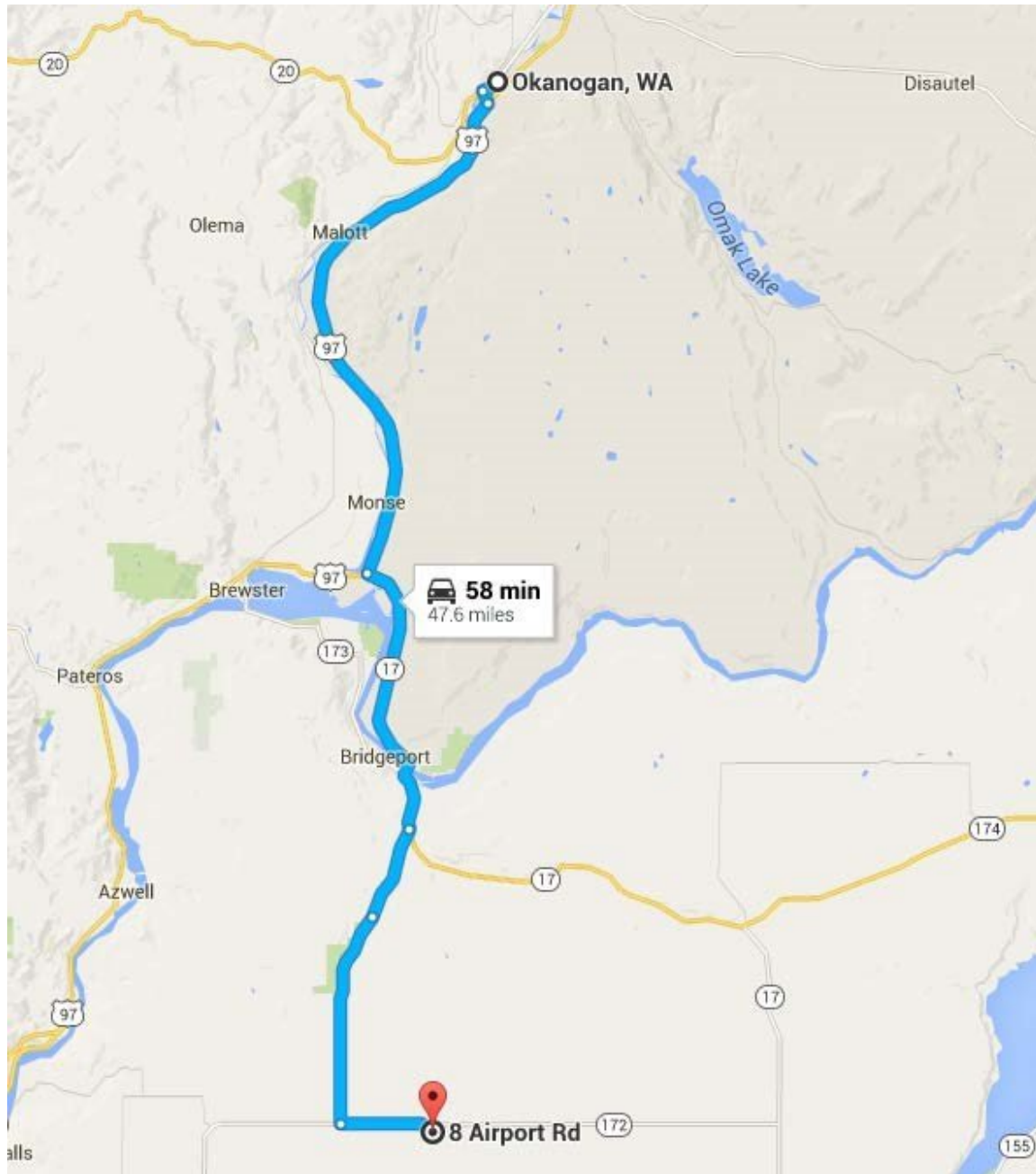


Option #3: WA-28 E from Quincy to WA-28 E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 70.9 miles



5) Routes from Central WA sources located *north* of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

BIOSOLIDS FACILITIES CONTACTS LIST

The biosolids facilities participating in the Boulder Park Project and require transportation of biosolids to the project's beneficial use destinations are listed below along with contact information.

Facility Name	Contact Person	Phone Number	Facility Address
Bainbridge Island	Joel Goodwin	206-730-5164 cell 206-780-3583 office	1220 Donald Pl. Bainbridge Island, WA 98110
Cashmere	Randy Low	509-630-6261 cell 509-782-3513 office	101 Woodring Street Cashmere, WA. 98815
Enumclaw	Rick Sellers	360-802-5802 cell 360-825-1115 office	451 Semanski ST. S. Enumclaw, WA 98022
Ephrata	Bill Sangster	509-754-4601 office 509-754- 2992 WWTP	121 Alder ST SW Ephrata, WA 98823
Grand Coulee	Gareth Abbott	509-633-2503	PO Box 180/ 306 Midway Ave. Grand Coulee, WA 99133
King Co. Brightwater	Tony Chiras	206-375-2003 cell 206-477-2664 office	22505 WA-9 Woodinville, WA 98072
King Co. Everett WWTP Storage	Tony Chiras	206-375-2003 cell 206-477-2664 office	4027 4th St. SE Everett, WA 98201
Lakehaven Lakota	Craig Hanson	253-945-1593 office 253-945- 1606 WWTP	3203 SW Dash Point Rd Federal Way, WA 98023
Lakehaven Redondo	Craig Hanson	253-945-1593 253-839-7441 WWTP	515 S 288th Street Des Moines, WA 98198
Leavenworth	Antonio Muro	509-387-6621 cell 509-548- 5994 WWTP	1402 Commercial Street Leavenworth, WA 98826
Liberty Lake	Dan Grogg	509-370-1453 cell 509-922-5443 office	22510 E. Mission Avenue Liberty Lake, WA 99019

Spill Prevention & Response Plan

LOTT	Terri Prather	360-584-5989 cell 360-528-5724 office	500 Adams St NE Olympia, WA 98501
Midway	Tim Campbell	206-824-2760 office	1200 South 216th Street Des Moines, WA 98198
Mukilteo	Gil Bridges	425-754-4151 cell 425-355-6637 mobile	7824 Mukilteo Speedway Mukilteo, WA 98275
Oak Harbor	Steve Bebee	360-279-4764	865 SE Barrington Drive Oak Harbor, WA 98277
Okanogan	Clinton Little	509-422-0000	PO Box 752 Okanogan, WA 98840
Pateros	Jord Wilson	509-923-2403 office 509-449-9670	390 Lake Shore Drive Pateros, WA 98846
Pierce County	Patrick Kongsle	253-798-3031	10311 Chambers Creek Road University Place, WA 98467
Quincy	Tim Snead (Admin) Jami Favor (P.M.)	509-787-3523 x275 314-240-2377 cell	115 1st Ave. S.W. Quincy, WA 98848
Rock Island	Noe Andrade	509-668-0343 cell 509-884-1261 office	5 N. Garden Ave./PO Box 99 Rock Island, WA 98850
Sedro Woolley	Debbie Allen	360-856-5269 360-856-1100 office	325 Metcalf Street Sedro W, 98284
Soap Lake	Rob Herron Sean Meyers	509-246-1823	PO Box 1270 Soap Lake, WA 98851
SW Suburban Miller Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	1015 SW 174th Place Normandy Park, WA 98166
SW Suburban Salmon Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	12550 Shorewood Dr. SW Burien, WA. 98146
Tree Top Inc	Glen Sagdal	509-449-3054 cell 509-698-1613 office	3981 Chelan Highway/PO Box 1300 Wenatchee, WA 98801-0231

ATTACHMENT 3

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology.

<https://ecology.wa.gov/DOE/files/b5/b571de76-2413-476a-98a5-26caf10757cf.pdf>



Washington State Oil and Hazardous Materials Cleanup Contractors

Washington State Primary Response Contractors (PRCs)

The following is a list of state-approved Primary Response Contractors that meet the requirements set forth in WAC 173-182-800, -810, and -820

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA	Wildlife
Able Clean-up Technologies	Spokane	(509) 466-5255	X		X	X	X	X		
Big Sky Industrial	Spokane	(509) 624-4949	X		X		X	X		
Clean Harbors Environmental Services	Kent, Clackamas, Moses Lake, Pasco	(800) 645-8265	X	X	X	X	X	X	X	
Cowlitz Clean Sweep	Longview, Port Angeles, Aberdeen, Pasco	(888) 423-6316	X		X	X	X	X	X	
Global Diving and Salvage	Seattle, Anacortes, Port Angeles	(206) 623-0621	X	X		X			X	
Green Sweep Asphalt Services	Vancouver	(360) 772-0899	X		X		X		X	
Focus Wildlife (equipment and personnel)	Anacortes	(800) 578-3048								X
International Bird Rescue (personnel only)	Fairfield, CA	(707) 689-3944								X
Islands' Oil Spill Association (IOSA)	San Juan Islands (SPILL # goes to Sheriff who pages IOSA)	(360) 378-4151 (access IOSA through SJI County Sheriff 24hrs/day) (360) 468-3441 Office	X			X		San Juans Only	San Juans Only	
National Response Corp. (NRC)	Seattle, Tacoma, Spokane, Portland, Burlington, Pasco	(800) 899-4672	X	X	X	X	X	X	X	

PRCs keep updated equipment lists on the Western Response Resource List (WRRRL): www.wrrrl.us

A map of PRC equipment can be found at the following link: https://fortress.wa.gov/ecy/coastalatlantis/storymaps/spills/spills_sm.html

Washington State Class 2 Mobile Facilities

The following is a list of Class 2 Mobile Facilities that meet the requirements set forth in WAC 173-180

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA
Certified Cleaning Services	Seattle, Tacoma, Spokane, Vancouver	(800) 290-3008	X		X		X	X	X
Emerald Services	Seattle, Spokane, Tri-Cities, Vancouver	(206) 713-5148 SPILL	X		X		X	X	X
Marine Vacuum Service (MARVAC)	Seattle	(800) 540-7491 SPILL (206) 762-0240 non-toll free	X		X		X		X

Regional Treatment Center for Petroleum Contaminated Soil

REGION	COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	SERVICES OFFERED
Central	Roosevelt Regional Landfill	Roosevelt	(800) 275-5641	Disposal Only
NW	CEMEX	Everett	(425) 673-6800	Soil Remediation
SW	PRS Group (Petroleum Reclaiming Services)	Tacoma	(253) 383-4175	Stabilization/Disposal
SW	Fields Shotwell Corp	Port Angeles	(360) 457-1417	Thermal Treatment/Recycling
SW	Waste Management	Portland, OR	(800) 685-8001	Disposal Only

Updated 4/12/2018



King County

Office of Risk Management Services

Department of Executive Services

500 Fourth Ave #320

Seattle, WA 98104

(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE - 2019

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services

Insurance and Contracts Group

BIOSOLIDS BENEFICIAL USE SERVICES FOR CITY OF BAINBRIDGE ISLAND AT THE BOULDER PARK PROJECT

2019



CONTRACT No.
19-0010

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ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2019
- C: CONTRACTOR SPILL PREVENTION AND RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: ~~the nutrient-rich product of the wastewater treatment process that meets requirements for beneficial use and used to improve soil fertility and enhance plant growth and crop yield. Biosolids are not considered a commercial fertilizer.~~ are municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Non-Biosolids: dewatered wastewater solids that do not meet all requirements for Class B biosolids.

Party or Parties: City of Bainbridge Island (City), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, KC, or the City, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: An agreed to monetary value that the farmer pays to BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of ~~the 00 day of August~~ September 1, 2019 by and between City of Bainbridge Island, a noncharter code city of the State of Washington, by and through its Department of Public Works, (hereinafter referred to as the "City"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The City, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the City produces dewatered Class B biosolids cake (hereinafter referred to as "biosolids") as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology (Ecology) for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state, and federal laws, regulations, and best management practices regarding applying biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI for transportation and hauling services of the City's (a) biosolids to the BPP for beneficial use and (b) dewatered wastewater solids that do not meet all requirements for Class B biosolids (hereinafter referred to as "non-biosolids") to an approved landfill for disposal as needed; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for (a) land application of the City's biosolids at the BPP and (b) for the use of KC's equipment to apply the City's biosolids in accordance with all applicable federal, state, and local regulations and with BPP requirements; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules, and regulations applicable to the transport of biosolids pursuant to this Contract; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules, and regulations applicable to landfill disposal of any non-biosolids pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City, and the public health, safety, and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

-1.1 -The purpose of this Contract is to allow the City to purchase BPI's services which shall include transportation and hauling of the City's non-biosolids and/or biosolids and all work necessary for the

utilization of the City's biosolids at the BPP, and to allow the City to lease KC-owned biosolids equipment for BPI to use in land application of the City's biosolids.

-1.2 ___-The further purpose of this Contract is to provide the City with another biosolids management and utilization option to complement the City's other biosolids management contracts. The City has the sole right to allocate the biosolids deliveries among its biosolids contractors.

-1.3 ___-The City may provide the BPP with non-biosolids and/or biosolids during the months of January through December to ensure year-round responsiveness to any unplanned conditions.

1.4 ___-The City will provide BPI with an estimated schedule of deliveries. The City in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 ___-During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the City's non-biosolids and/or biosolids that have a total solids content of no less than ten (10) percent. Material having a total solids content of less than 10 percent may be accepted at BPI's sole discretion, and may be subject to additional charges for any additional work per Section 9 to be agreed upon by the City.

1.6 ___-All biosolids provided to the BPP by the City shall meet Table 1 – Ceiling Concentration Limits and Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits), the pathogen reduction requirements of WAC 173-308-170, and the vector attraction requirements of WAC 173-308-180. The City shall immediately notify BPI and KC if the City's biosolids do not meet any of the requirements described above.

A. The City shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP.

B. Biosolids that do not meet vector attraction reduction requirements will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 9.2 of this contract.

SECTION 2 BPI'S RESPONSIBILITIES

-2.1 ___-BPI shall be solely responsible for non-biosolids and/or biosolids management as defined below, including transport and reuse after acceptance of biosolids from the City. Non-biosolids and/or biosolids loaded into BPI's method of transport shall be considered to be accepted by BPI when the method of transport departs the City site. These non-biosolids and/or biosolids management responsibilities shall include, but are not limited to, the following:

A. Transportation of non-biosolids and/or biosolids loaded into BPI-furnished equipment at the City's site, to the location of ultimate disposition. All loads will be covered during transport;

B. Ultimate disposition of non-biosolids and/or biosolids including management, application, monitoring, permitting, record keeping, and reporting;

C. Compliance with all local, state, and federal laws and regulations applicable to said operations including best management practices;

D. Payment of employees, subcontractors, lenders, and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges, and all other costs; and

- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle, and utilize the City's non-biosolids and/or biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage, or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is solely responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state, or local environmental or public health laws, codes, or regulations. BPI is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's non-biosolids and/or biosolids. The City and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the City's non-biosolids and/or biosolids.

- a. ~~In addition to regularly scheduled transport of non-biosolids and/or under this agreement,~~ BPI agrees to provide emergency haul of up to 300 tons during the three-year contract term. The City shall provide a minimum of 72-hour notice for any emergency haul services. The City is responsible for landfill arrangements as specified in Section 5(9).

2.5 BPI shall also be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any subcontractors that non-biosolids and/or biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling any wastewater residuals.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

1. Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the City's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;
2. Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Lease Rate Table provided as Attachment B and is incorporated by reference as if fully stated herein;
3. Regularly communicate with BPI regarding daily project activities and perform routine site inspections;

4. Calculate application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);
5. Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8;
6. Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the City when periodic changes are made; and
7. Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state, and local regulations.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City with current copies of all permit applications, permits, registrations, records, and reports required by local, state, and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The City's review of such materials is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the complaints and the response shall be provided to the City with the monthly invoice. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. Provide timely communication to the other Parties of any significant variation in non-biosolids and/or biosolids quantities to be delivered;

a. The City estimates it will produce 3,900 wet tons of biosolids over the three-year Contract term;

2. Scale and record wet tons of non-biosolids and/or biosolids loaded into the contractor's biosolids hauling equipment at the City site to document the tonnage being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. Tonnage should be weighed and recorded at a certified scale;

3. Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;

~~This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;~~

- ~~3.4.~~ Secure and maintain all necessary state and local permits for the City's operation of its wastewater treatment plant and comply with all applicable federal, state, and local regulations related thereto;

4.5. Provide ~~and or an~~ approved ~~the contractor's~~ Spill Prevention and Response Plan per Chapter 173-308-100(2) WAC (Attachment C). Ensure the contracted hauler has a current copy of the Spill Response Plan in trucks hauling the City's non-biosolids and/or biosolids at all times and before leaving the City's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;

5.6. Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the City's biosolids do not meet any of the requirements in section 1.6;

6.7. Pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices; ~~and~~

7.8. Not operate or maintain KC-owned equipment; ~~and~~

8.9. Make all landfill-related contacts and arrangements for disposal of the City's non-biosolids. The City shall provide all required documentation and is responsible for all landfill-related costs for disposal of the City's non-biosolids.

SECTION 6 TERMS OF CONTRACT

-6.1 ___-The term of this Contract is three years from the effective date specified above on page 3 of this Contract expiring in 2022. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC, and the City.

-6.2 ___-BPI's and KC's obligations and responsibilities shall commence upon delivery of a Notice to Proceed by City. Prior to issuance of the Notice to Proceed, it will be the responsibility of BPI to furnish the appropriate insurance documents (Section 14) to the City.

SECTION 7 BASIS FOR PAYMENT

-7.1 ___-BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant to BPI's designated application sites.

A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the City. BPI shall be responsible for identifying certified scales and proposing scales to the City for acceptance. BPI shall provide the City with the official certifications for all scales it proposes to the City for acceptance and shall be responsible for keeping said certifications current. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the City prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City prior to hauling biosolids.

-7.2 ___-BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. The City will pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of ~~\$108.05~~ (2019 dollars)(\$3.09 plus \$0.24 Tax [at Mansfield rate of 7.7%] for King County equipment and project management fee, and \$104.72 for BPI operations fee) per wet ton (BPI base unit price). Acceptance of such payment by BPI shall constitute

full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

A. Biosolids that do not meet vector attraction reduction requirements will be incorporated to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 9.2 of this contract at the rate of \$8.74 (2019 dollars) per wet ton. Refer to Section 9.2 for further information.

7.3 BPI will submit a quarterly statement to KC that clearly shows the City's wet tons applied, the site, and the month application occurred. After receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 ___-The BPI base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor, and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is ~~not~~ included in the price.

-7.5 ___-The BPI base unit price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. If the parties agree to extend the term of this contract, rRate changes may also be made at the time this Contract is extended, providing provided BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 ___-BPI will pay the City \$1.00 per wet ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

7.7 ___-BPI shall be paid based on wet weight for non-biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting non-biosolids from the City's treatment plant to Waste Management's Greater Wenatchee Regional Landfill. The City will pay BPI for wet tons delivered at the rate of \$88.55 (2019 dollars) per wet ton. This cost shall include all transportation-related costs from the City's site to the Greater Wenatchee Regional Landfill on an as-needed basis. Any transportation of the City's non-biosolids to a landfill other than the Greater Wenatchee Regional Landfill is subject to Section 9.4 of this Contract.

SECTION 8 PRICE ADJUSTMENTS

8.1 Rate adjustments may be made for changes of law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing by all parties. The City has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the City feels such increases are excessive.

-8.2 ___-Annual Adjustments for the total application rate will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event that the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwurs49dsa0]

-8.3 Effective at the signing of this Contract, payments will be made to BPI monthly for fuel used for hauling if the price exceeds \$4.00/gallon. The City shall pay respectively, based on the amount of fuel used for hauling times the difference between the price of fuel above \$4.00. The amount billed will be verified from the haulers cardlock printout average price and quantity for the month of fuel purchased for this Contract.

SECTION 9 ADDITIONAL WORK

-9.1 ___-Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the BPI base unit price (as described in Section 7), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or according to the requirements in Subsection 8.2 and 9.2.

-9.2 ___-Agencies participating in the BPP are required to meet vector attraction reduction requirements per WAC 173-308-180 or through incorporation of biosolids within 6-hours of land application per WAC 173-308-210(4)(b). If incorporation is required, Boulder Park Inc. (BPI) will perform the tillage work as required. The cost for this 6-hour tillage service is \$8.74 per wet ton (2019 dollars)(\$1.73 plus \$0.13 Tax for King County equipment and project management, and \$6.89 for BPI operations fee). The 6-hour tillage price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

-9.3 ___-Change orders for material or services will be without effect unless issued and authorized in writing by the City.

-9.4 ___-Transportation of the City's non-biosolids to a landfill other than Waste Management's Greater Wenatchee Regional Landfill shall be subject to a haul rate of \$140.00 per hour. Trucks will start and stop at Kissler Shop in George, WA. Time starts at the beginning of the driver's day and stops at the end of driver's day.

SECTION 10 LIABILITY OF BPI AND KC

-10.1 ___-BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts

- Impacts to soil
- Impacts to crops, vegetation or livestock
- Impacts to future uses of sites to which biosolids have been applied.

~~10.2~~ BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage, or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites.

~~10.3~~ BPI shall be completely responsible for securing non-biosolids loaded into the means of transport selected by BPI against spillage, leakage, or public exposure, and for providing properly designed locations for the safe and secure unloading of non-biosolids at an approved landfill for disposal.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

~~12.1~~ BPI and KC agree to comply with all applicable local, state, and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

~~12.2~~ Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by Ecology. BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 9.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the BPI base unit price hereinbefore agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

-13.1 -The City may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsection 1.4.2. The City will provide biosolids on a uniform basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The City is responsible for reviewing plant records to determine, estimate, and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

-13.2 -The City affirms that its biosolids are produced from domestic, commercial, and industrial wastewaters generated in the City's wastewater service area.

SECTION 14 INSURANCE

-14.1 -The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 Commercial General Liability. \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 Automobile Liability. \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 Workers' Compensation. Statutory requirements of the State of residency.

Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 **Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 OTHER INSURANCE PROVISIONS

A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

(i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The City shall add the other Parties, their officers, officials, employees and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Contract. The Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.

(ii) ~~Each Parties' BPI's~~ insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with ~~the Parties' BPI's~~ insurance or benefit ~~the Party BPI~~ in any way.

(iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self-Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.1.7 In the alternative, a Party to this Contract may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program or risk pool authorized by applicable law. In this regard, the Parties understand that the Party to this Contract who is a member of such a joint self-insurance program or risk pool is not able to name the other Parties as an "additional insured" under the liability coverage provided by the joint self-insurance program or risk pool.

14.2 -Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

-14.3 -~~Except as may be provided in Section 19 of this Contract, n~~No provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

-14.4 ~~Each Party~~ BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

-14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE CITY'S TREATMENT PLANT

-The City will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The City will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 DAMAGES

Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Unless BPI terminates this Contract pursuant to Section 17.1, then if BPI fails to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

-17.1 Any of the Parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract. Further, if BPI is in default then, BPI shall be responsible for additional direct and indirect costs incurred by the City to have the work under this Contract performed by other parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS, AND MEETINGS

-18.1__BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

-18.2__The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

-18.3__The City shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

-19.1__BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract, or BPI's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City, and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

-19.2__KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City, and ~~their-its~~ officers, agents, and employees, from and against any claims, actions, suits, costs, and damages

of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract, or KC's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend, and hold harmless BPI and KC, and ~~their~~ its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract, or the City's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or the City, KC, and BPI, the City's defense and indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 ~~Solely For~~ for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

20.2 Pending final resolution of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other parties.

SECTION 23 SUBCONTRACTORS

-BPI shall identify all proposed suppliers or subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission any such supplier or subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties, then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

-Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

-No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 27 NOTICES

-All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the City, addressed to:

Name Joel Goodwin, Operations Project Manager
Address City of Bainbridge Island 280
Madison Avenue N
Bainbridge Island, WA 98110
(206) 780-3583
jgoodwin@bainbridgewa.gov

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager Address:
Boulder Park, Inc.
P.O. Box 285, Mansfield, WA 98830
(509) 683-1142
ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
201 S. Jackson Street, #KSC-NR-0512
Seattle, WA 98104
(206) 477-3524
jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

-This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings, or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date above written.

CITY OF BAINBRIDGE ISLAND

By _____
Morgan Smith, City Manager

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Bromley, Sr. Deputy Prosecuting Attorney

Verna

Date

ATTACHMENT A

Boulder Park Project Beneficial Use Facility Roles and Responsibilities (Douglas County)

This document clearly defines the roles of each project participant involved in the beneficial utilization of biosolids as a soil amendment and for its plant essential nutrients at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2015 BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division (KC)

KC Biosolids Management Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to GLAP and prepare permit documentation; maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; DOE Model Form.
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.
- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS project maps.
- Applications – prepare activity table and maps of next season’s proposed applications; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.
Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspection logs; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager or other on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Project annual report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities and research results.
- Monitoring - review monitoring plan, sampling protocols, scheduling and data results with BPI.
Product: sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations. Product: review of Safety Plan and safety meeting records.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.
- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.
- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract #471783 and Ecology biosolids regulations. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures. Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants. Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.
- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations. Product: Review permit application documentation and project maps as required; no permit violations.
- Storage Areas - identify location, haul route and required buffers; prepare site; post signs. Product: Review GIS site maps; fairly level, accessible sites.

- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator's haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time. Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems. Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager. Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.
- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner ▪

Responsible for organizing and managing Boulder Park, Inc.

- Responsible for involving other community farmers in developing biosolids application sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners (see Master List of Boulder Park Project Acreage) ▪

Responsible for timely incorporation of all applied biosolids after application.

- Responsible to pay BPI for soil amendment value of biosolids per dry ton applied to their land.
- Responsible to comply with the requirements of the SSLAP, permits, all standard acceptable agricultural practices and biosolids regulations.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of the Boulder Park Project.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

Chelan-Douglas County Health District (CDHD), Public Health Specialist

- May review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- May be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report). **WSU Cooperative Extension, Research Scientist**
- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.
- Responsible for any research proposals, plans and reports related to this project.

- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

- Responsible for establishing road agreements and assessing damage, if any, associated with haul vehicle travel on county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes for biosolids deliveries.
- Must be informed of biosolids delivery schedule in timely manner (SSLAP addendum and BPI weekly report).
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or DC as required.

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT LEASE RATE TABLE 2019
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$50,000	\$70,000	\$3,500
EWT054	1999 Kenworth T600 Dump Truck	\$120,000	20	\$50,000	\$70,000	\$3,500
EWTT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS017	2015 Chevy Suburban	\$40,000	7	\$10,000	\$30,000	\$4,286
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWP266	2016 Ford F350 4x4 Pickup w/snow plow	\$42,000	6	\$10,000	\$32,000	\$5,333
EWL005	2018 JD644K Hybrid Loader w/5yd bucket	\$255,000	8	\$170,000	\$85,000	\$10,625
EWFT19	2016 STX375 Case/IH 4WD Tractor	\$310,000	8	\$95,000	\$215,000	\$26,875
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$30,000	\$80,000	\$4,000
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	20	\$4,000	\$16,000	\$800
EWSA26	2016 West Pt. Spread-All	\$57,000	5	\$12,000	\$45,000	\$9,000
EWSD01	2016 HD Burma Vertical Distributor	\$21,850	5	\$5,000	\$16,850	\$3,370
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$4,000	\$13,820	\$691
EWUV12	2014 Polaris Ranger Quad (w/ Soil Sampler)	\$14,300	12	\$4,000	\$10,300	\$858
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$20,000	1	\$0	\$20,000	\$20,000

Updated: 6/6/2019

Total Annual Depreciation	\$103,745
Equipment rate/applied ton**	\$2.69
King County staff rate/applied ton	\$0.40
Total Fee	\$3.09

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

**Applied ton based on 2018 total of Other Generators WT applied at the Boulder Park Project BUF (38,596.2 WT).

SPILL PREVENTION AND RESPONSE PLAN

Prepared for

**ROBBE KISSLER
KISSLER ENTERPRISES
ENVIRONMENTAL PRODUCTS, INC.
PO Box 5163 / 300 Washington Way
George, Washington 98824
(509) 785-3505 office**

**Submitted by:
Boulder Park Inc.**



2019

A copy of this plan shall be available to all drivers and accompany all trucks
hauling biosolids for Boulder Park Inc.

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INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its subcontractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) land application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at *8 Airport Way, Mansfield, WA 98830*. In addition, BPI may transfer biosolids during routine, daily operations from one application site to another site when product overages occur and remaining biosolids must be relocated. Typically, biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

! IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS !

- 1) 9-1-1 for injury accidents and accidents involving other vehicles or property
- 2) **Dave Ruud, BPI at (509) 669-3775 cell, (509) 683-1142 office**
- 3) **Peter Severtson, Department of Ecology at (509) 379-4737 cell**
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)
- 4) **Your company dispatcher or company contact for emergencies**

Refer to pages 3 - 7 for additional contact information.

Also see Attachment 2 on pages 21 and 22 for Agency contact information

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To prevent or minimize the possibility of spills, BPI has implemented the following measures:

- Drivers should adhere to all rules and regulations of the Federal Motor Carrier Safety Administration.
- All vehicles will be inspected daily and serviced on a regular basis.
- Drivers do not exceed the posted speed limit and travel at speeds appropriate for roadway and weather conditions.
- Drivers consult the Washington State Department of Transportation's website during times of possible inclement weather.
- Drivers attend regular training programs and safety meetings administered by the transportation company.
- Trailers hauling biosolids are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be "leak-proof" upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers will only use hands-free devices. No texting or cell phone use while driving.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and or its subcontractors equips biosolids transportation vehicles with the following items: ▪
A copy of the most current *Spill Prevention/Response Plan*

- A cell phone
- Gloves and boots
- Hazard flares
- Reflective traffic cones
- A shovel
- Bag of hydrated lime (optional)

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- If the spill has or could result in an emergency situation: dial 911.

- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- Immediately notify the BPI Operations Manager for all biosolids spills.
- For large spills the BPI Operations Manager or the transportation company dispatcher should arrange to have a local excavation or pumping company to excavate or pump all biosolids from impacted areas.
 - Excavated material can be placed into the truck or another truck and hauled to an approved delivery site
 - Pumped material (vactor or vacuum truck) can be hauled in the truck to an approved delivery site
- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the Biosolids Coordinator at the appropriate Department of Ecology's Regional Office (page 4) as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - A description of the spill and its cause.
 - The exact date and time of the spill, and, if it has not been cleaned up, the anticipated time when cleanup will occur.
 - Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- If the spill is large and cannot easily contained, contact the Department of Ecology's Spill Response Team.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids, if available.
- Contact the appropriate staff at the local health department in the county where the spill occurs (page 5).
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office (page 6).
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office (page 7).
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office (page 8).

SPILL RESPONSE CONTACTS

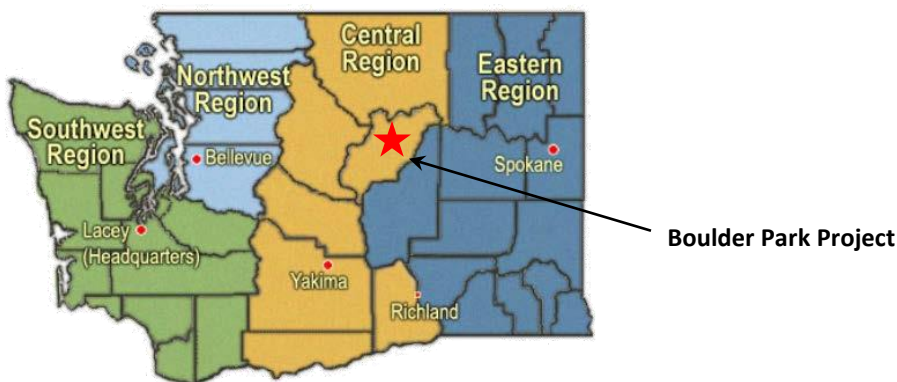
CONTACT INFORMATION UPDATED JUNE 2018

Boulder Park Inc.

- Dave Ruud, Operations Manager: (509) 669-3775 cell (509) 683-1142 office
- Randy Davidson, BPI Lead _____(509) 668-0388 cell
- Gary Poole, BPI Partner _____(509) 669-6666 cell

Department of Ecology, Biosolids Coordinators:

- Kyle Dorsey (Statewide Coordinator): (360) 407-6559
- Peter Severtson, Central Region: (509) 379-4737 cell
- Betty Ann Bickner, Eastern Region: (509) 638-3739 cell
- Amber Corfman, Northwest Region: (360) 918-4786 cell
- Meeta Pannu, ~~(Southwest Region)~~: (360) 522-0348 cell



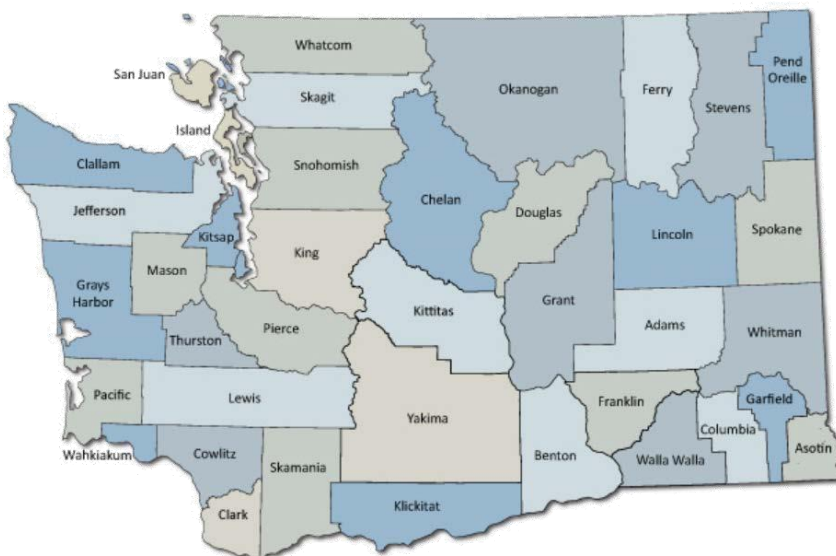
Department of Ecology, Spill Response Team:

~~▪ Central Regional Office: (509) 575-2490~~

- Eastern Regional Office: (509) 329-3400
 - Northwest Regional Office: (425) 649-7000
 - Central Regional Office: (509) 575-2490
 - Southwest Regional Office: (360) 407-6300
- Report a spill — call 1-800-OILS-911 (1-800-645-7911)
- Main Receptionist – (360) 407-6000

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Chelan-Douglas Health District: (509) 886-6400 / (509) 886-6499 after-hours
- Grant County Health District: (509) 766-7960 / (509) 398-2083 after-hours
- Island County Public Health: (360) 678-5111
- King County Public Health Department: (206) 296-4600
- Kitsap County Public Health District (360) 728-2235
- Kittitas County Health Department: (509) 962-7515
- Lincoln County Health Department: (509) 725-1001
- Okanogan County Health Department: (509) 422-7140
- Pierce County Health Department: (253) 798-6500 / (800) 992-2456
- Skagit County Health Department: (360) 416-1555 / 360 336-9380
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500
- Whatcom County Health Department: (360) 778-6000



Department of Transportation Regional Offices:

- Headquarters: (360) 705-7000 / (360) 705-7438
- Northwest Region: (206) 440-4000
- North Central Region: (509) 667-3000
- Olympic Region: (360) 357-2600
- South Central Region: (509) 577-1600
- Southwest Region: (360) 905-2000
- Eastern Region: (509) 324-6000



<http://www.wsdot.wa.gov/Regions/>

Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631

- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000
- WA DNR Communications & Outreach: (360) 902-1008



<https://www.dnr.wa.gov/contact-us>

United States Forest Service Pacific Northwest Region 6:

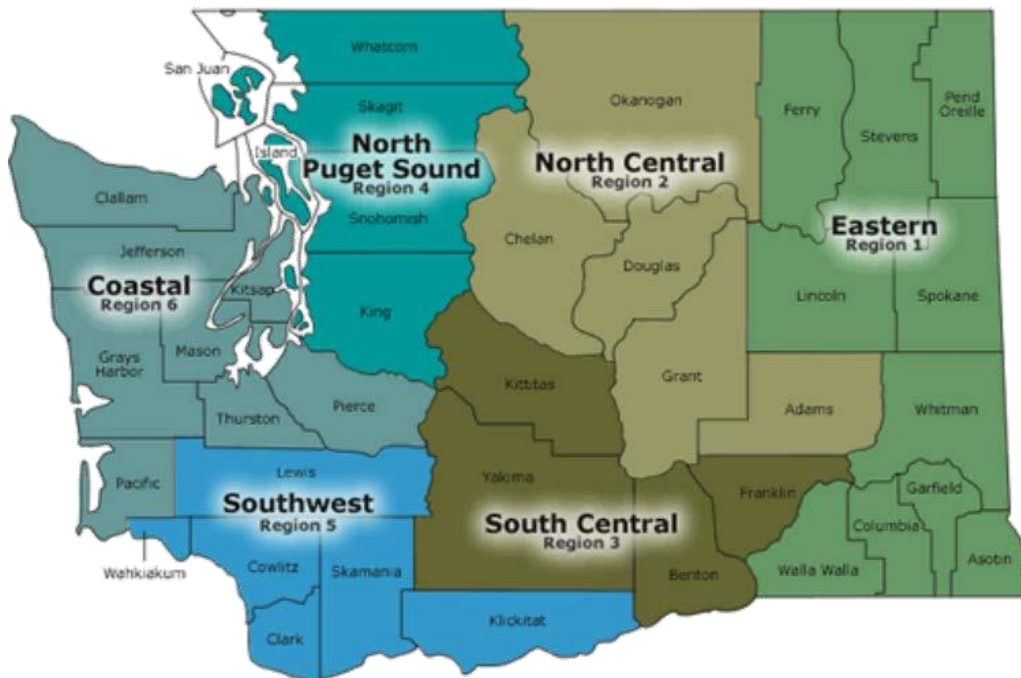
- Pacific Northwest Regional Office Headquarters: (503) 808-2468
- Mt. Baker-Snoqualmie National Forest: (425) 783-6000
- Okanogan and Wenatchee National Forest: (509) 664-9200

<https://www.fs.usda.gov/detail/r6/about-region/offices/?cid=stelprdb5341313>

Department of Fish and Wildlife:

- WDFW Main Office: (360) 902-2200
- Eastern Region 1: (509) 892-1001
- North Central Region 2: (509) 754-4624
 - Wenatchee District Office (509) 662-0452
- South Central Region 3: (509) 575-2740
- North Puget Sound Region 4: (425) 775-1311
- Southwestern Region 5: (360) 696-6211
- Coastal Region 6: (360) 249-4628

WDFW Regions



<https://wdfw.wa.gov/about/regions/>

ATTACHMENT 1

ROUTES TRAVELED

BPI and its transportation sub-contractors utilize the following route options to haul biosolids to Boulder Park Project land application sites for participants listed in ATTACHMENT 2 of this document.

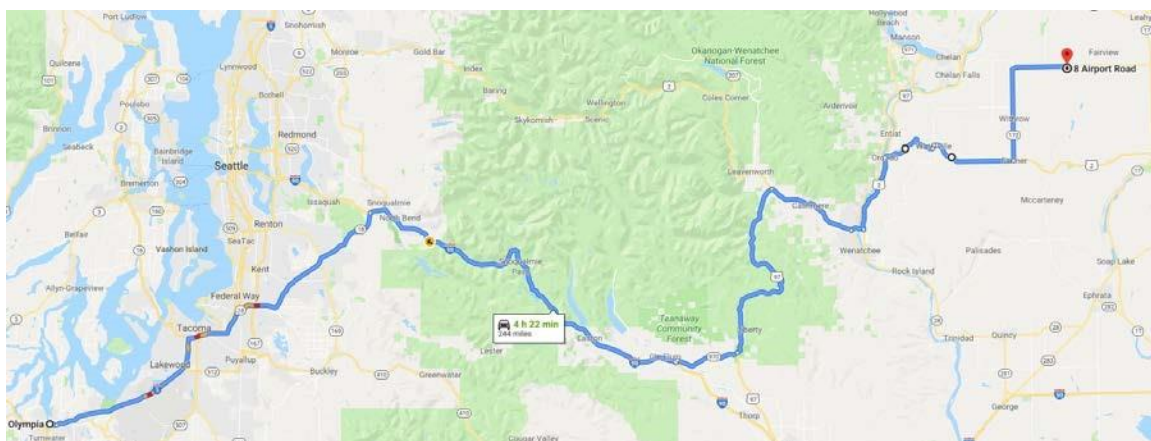
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roadways to navigate over the mountain passes including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes (#1 through #5) are provided below.

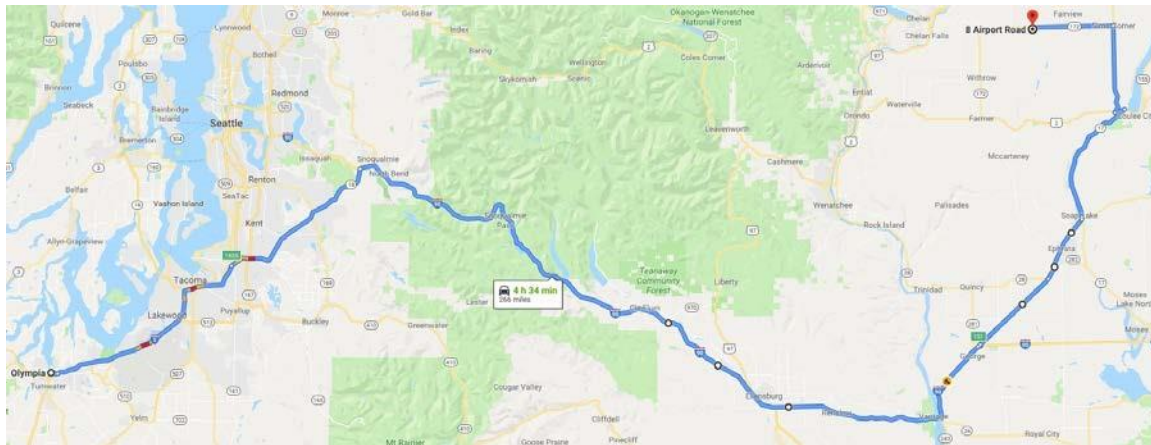
- 1) Routes from Western WA sources located *south* of Seattle
- 2) Routes from Western WA sources located *north* of Seattle
- 3) Routes from Eastern WA sources located east of Mansfield near Spokane
- 4) Routes from Central WA sources located *south* of Mansfield
- 5) Routes from Central WA sources located *north* of Mansfield

1) Routes from Western WA sources located *south* of Seattle:

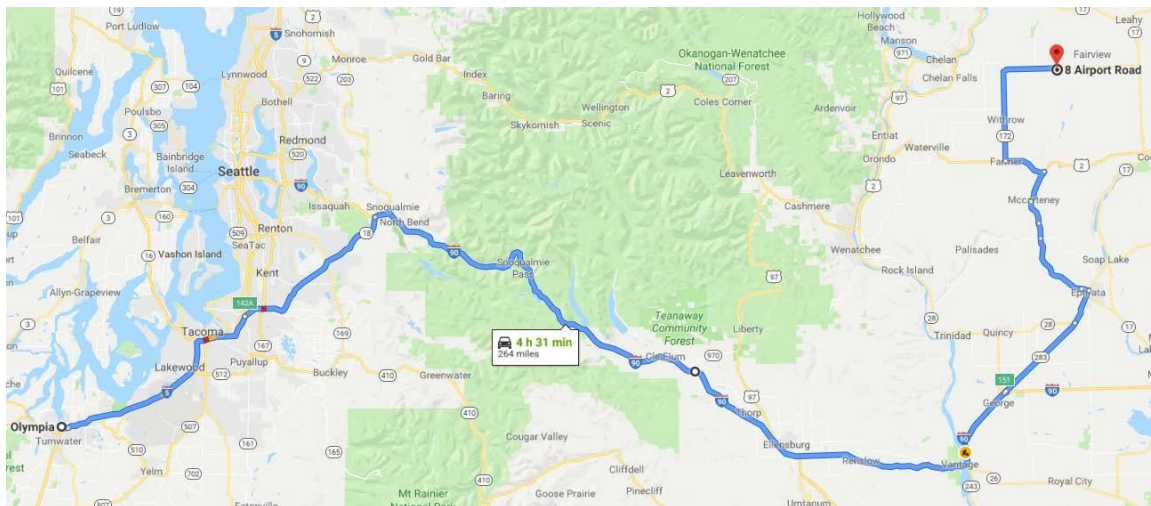
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to WA-970 N to US-97 N to US-97 N/US-2 E to US-2 E to WA-172 E arriving in Mansfield, WA. Total distance traveled 244 miles.



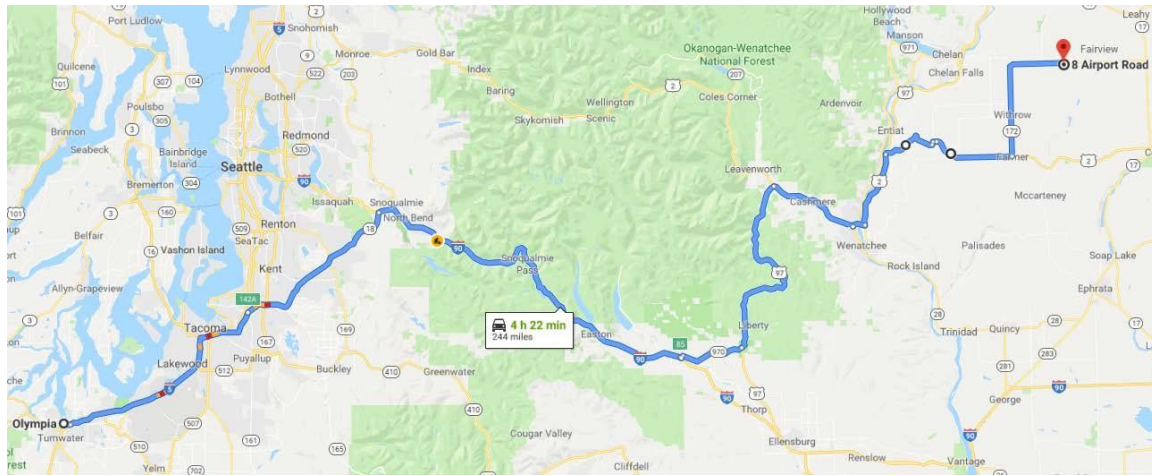
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to WA-283 N to WA-28 E to US-2 W to WA-17 N then west on WA-172 E to Mansfield, WA. Total distance traveled 266 miles.



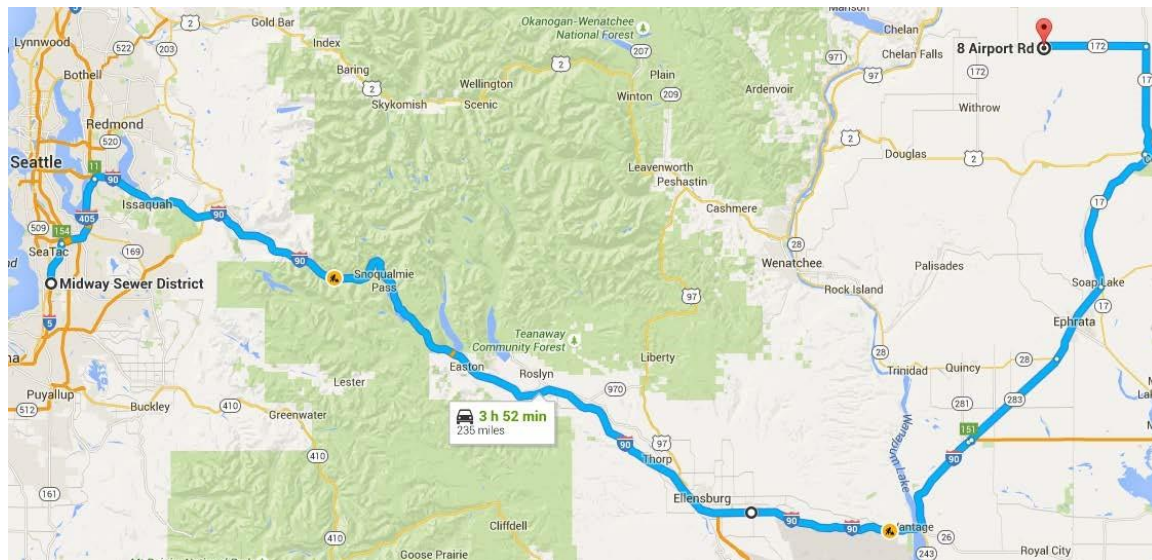
Option #3: I-5 North from Olympia to SR-18 East to I-90 East to WA-283 N to WA-28E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 264 miles.



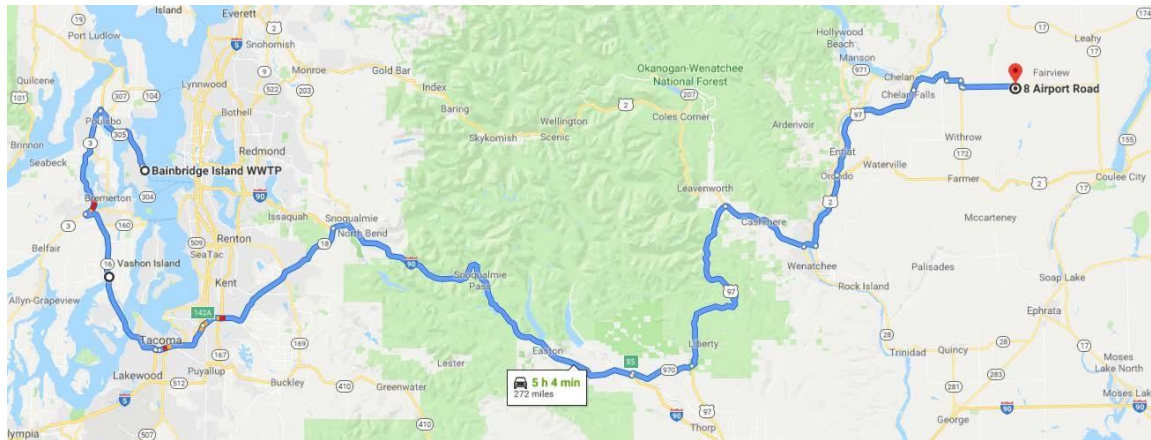
Option #4: I-5 N to SR-18 E to I-90 E to WA-970 N to US-97 N to US-97 N/US-2 E to US-2 E to WA-172 E arriving in Mansfield, WA. Total distance traveled 244 miles.



Option #5: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.

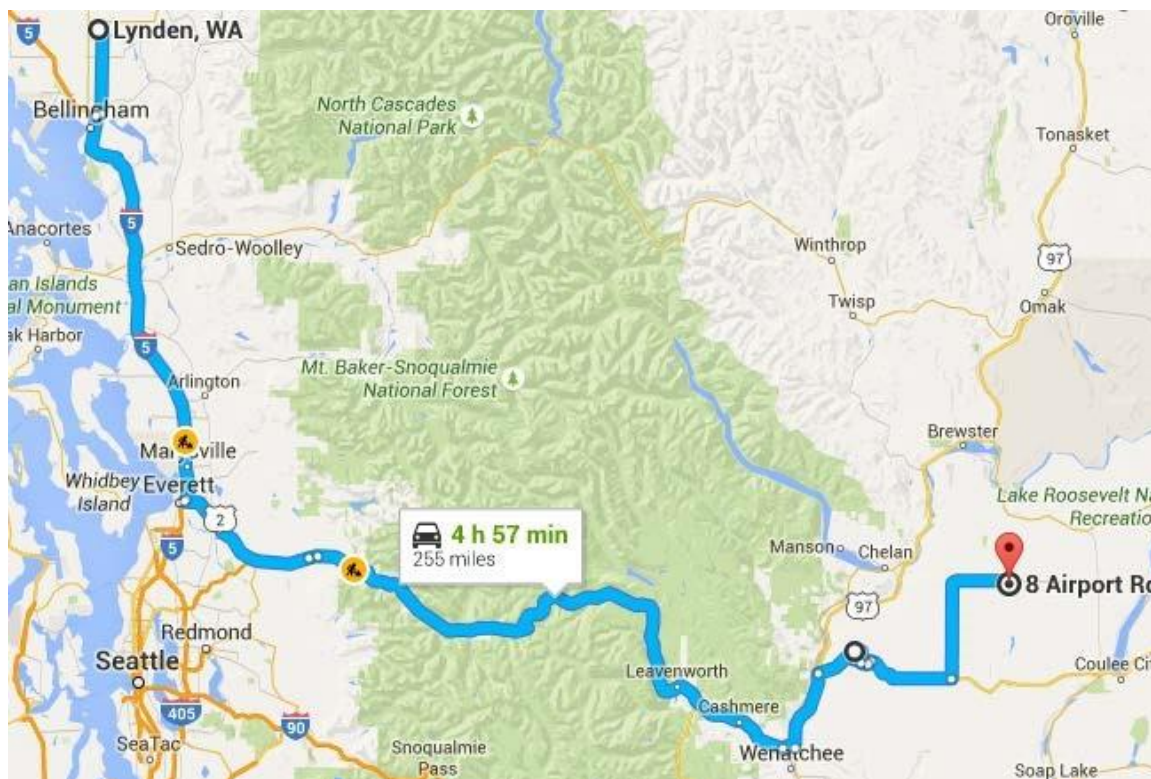


Option #6: WA-305 N to WA-3 S to WA-16 E to WA-18 E to I-90 E to US 970 N to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 235 miles.

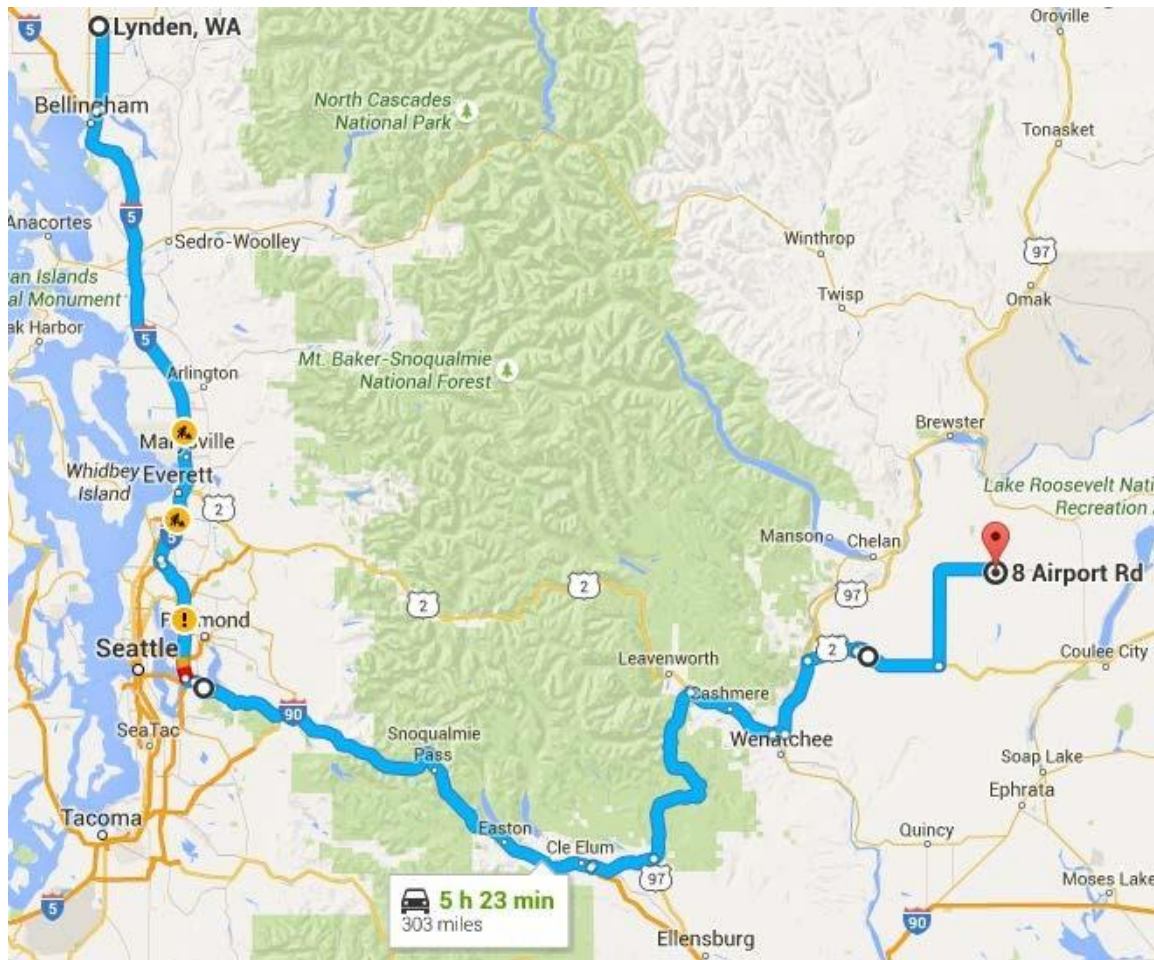


2) Routes from Western WA sources located *north* of Seattle:

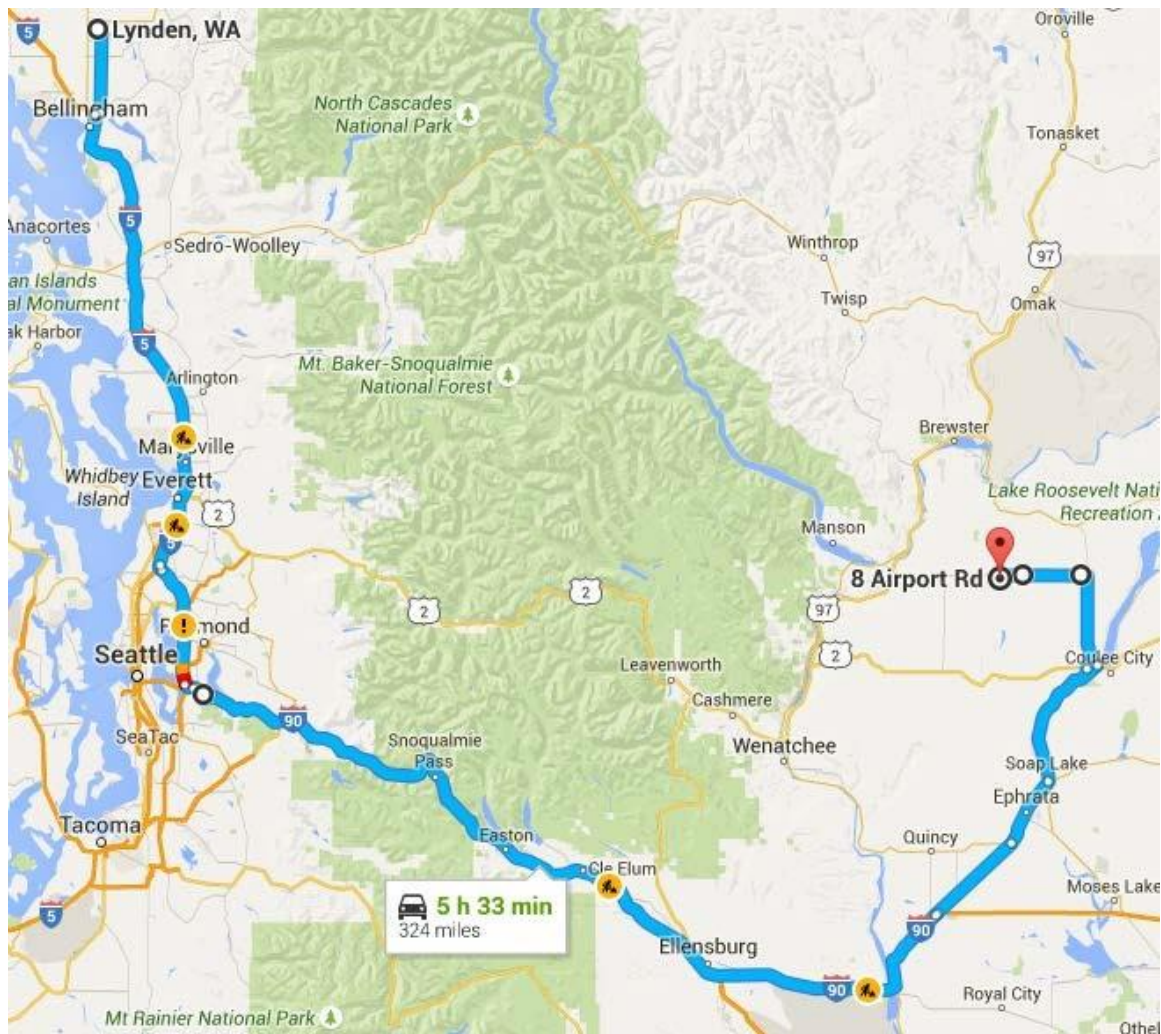
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to WA172 arriving in Mansfield, WA. Total distance traveled 255 miles.



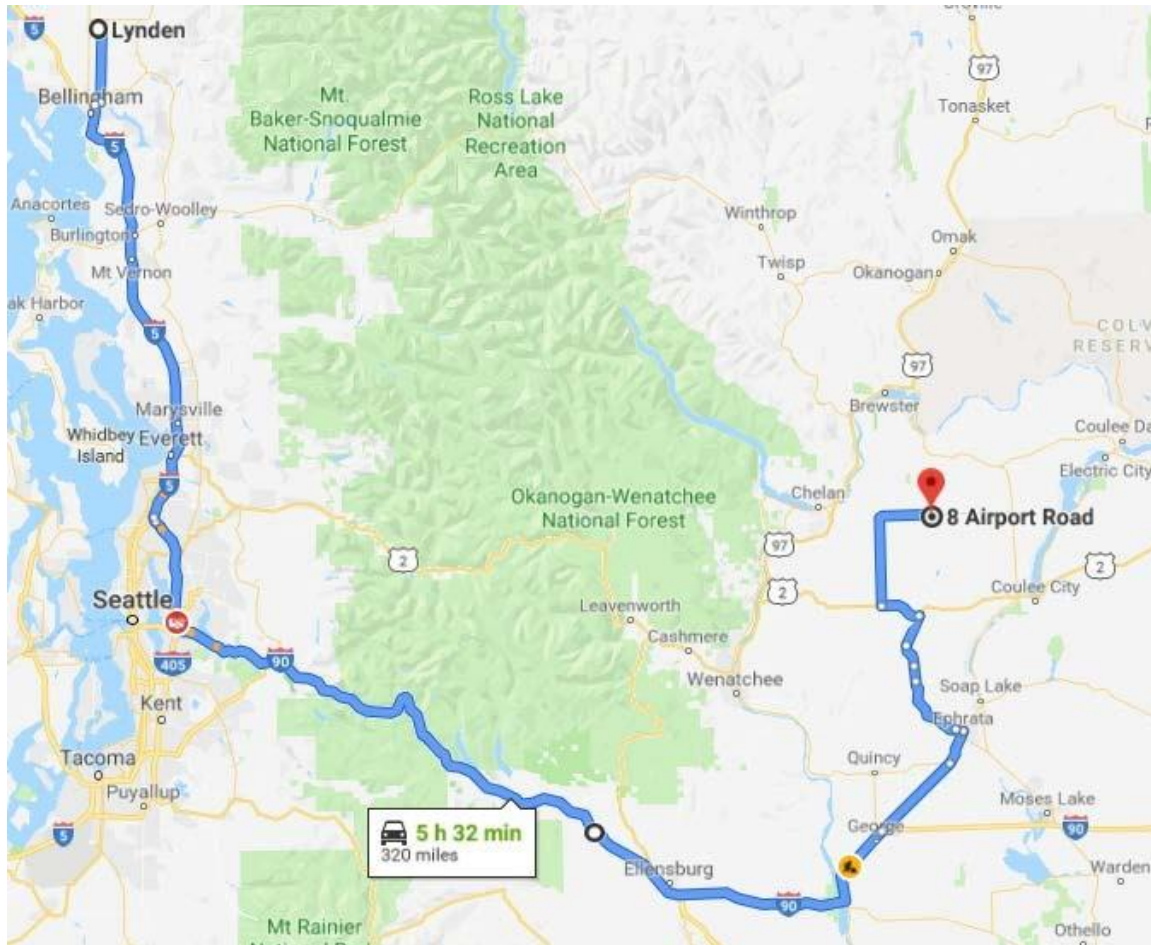
Option #2: I-5 S to I-405 S to I-90 E to WA-970 N to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.



Option #3: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

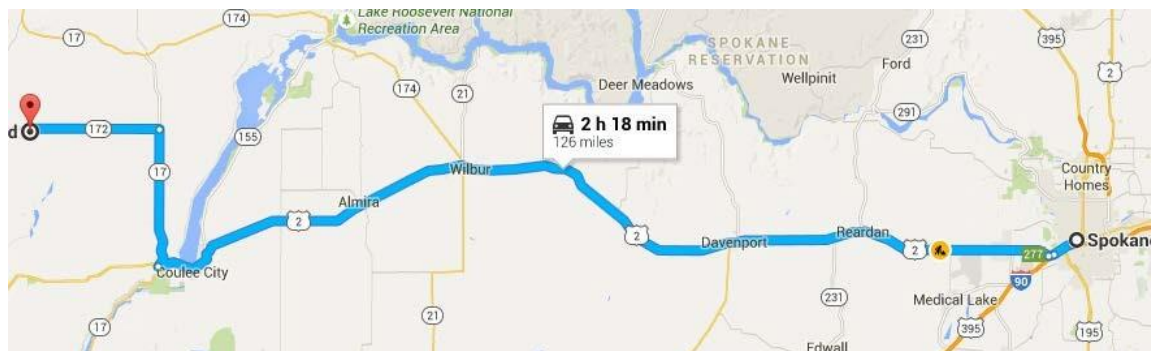


Option #4: I-5 S to I-405 S to I-90 E to WA-283 N to WA-28E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 320 miles.

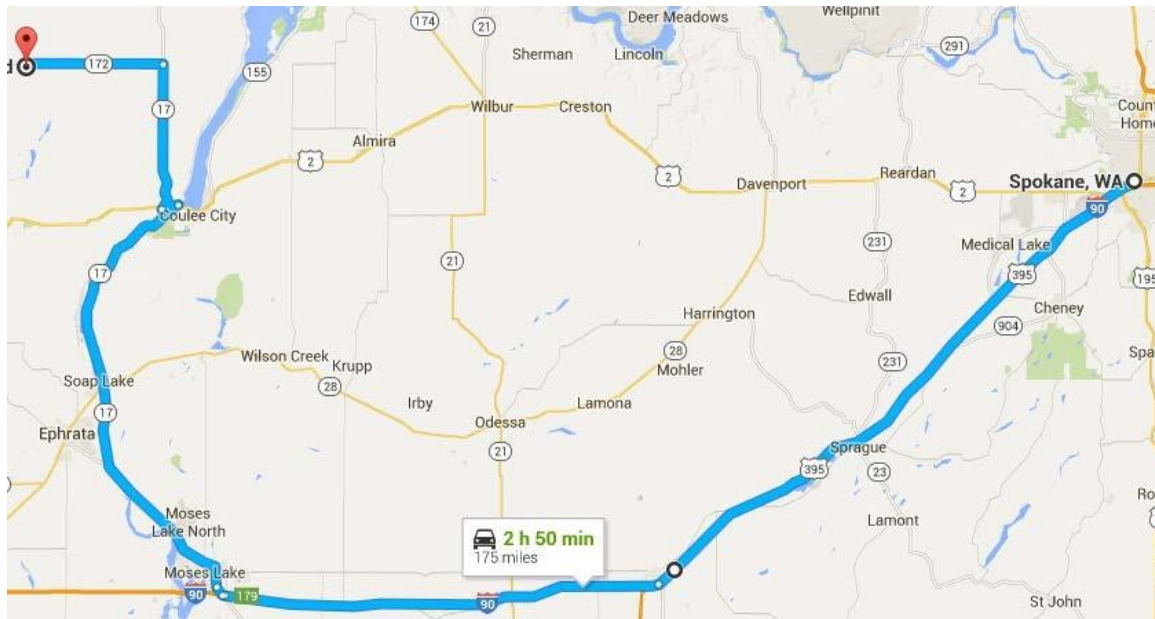


3) Routes from Eastern WA sources located east of Mansfield *near Spokane*:

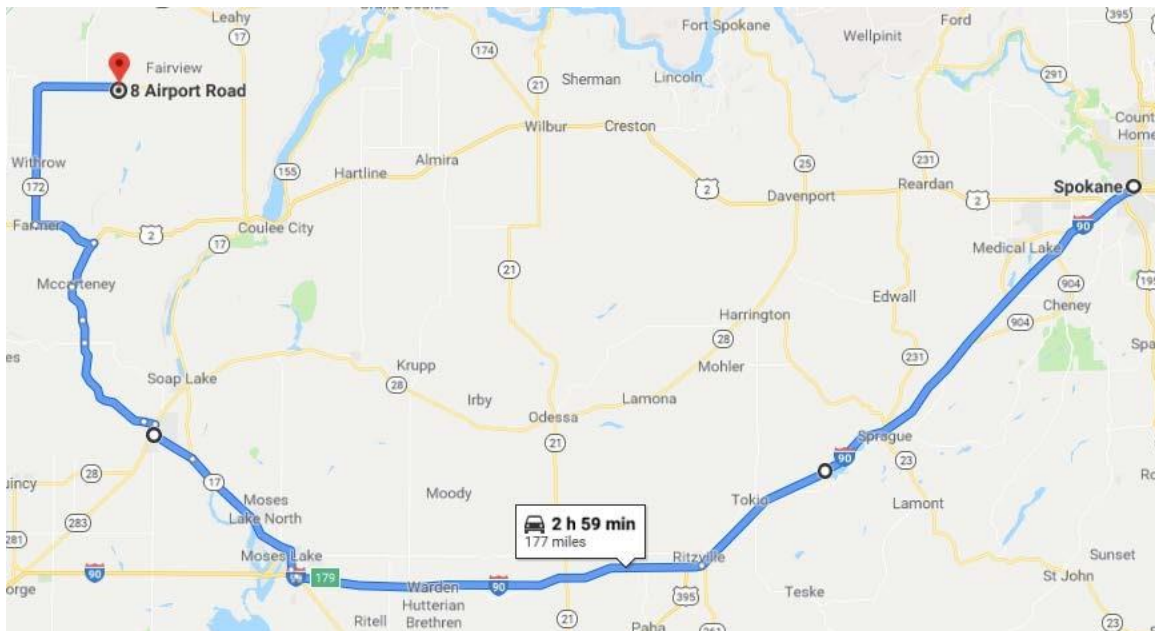
Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.



Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

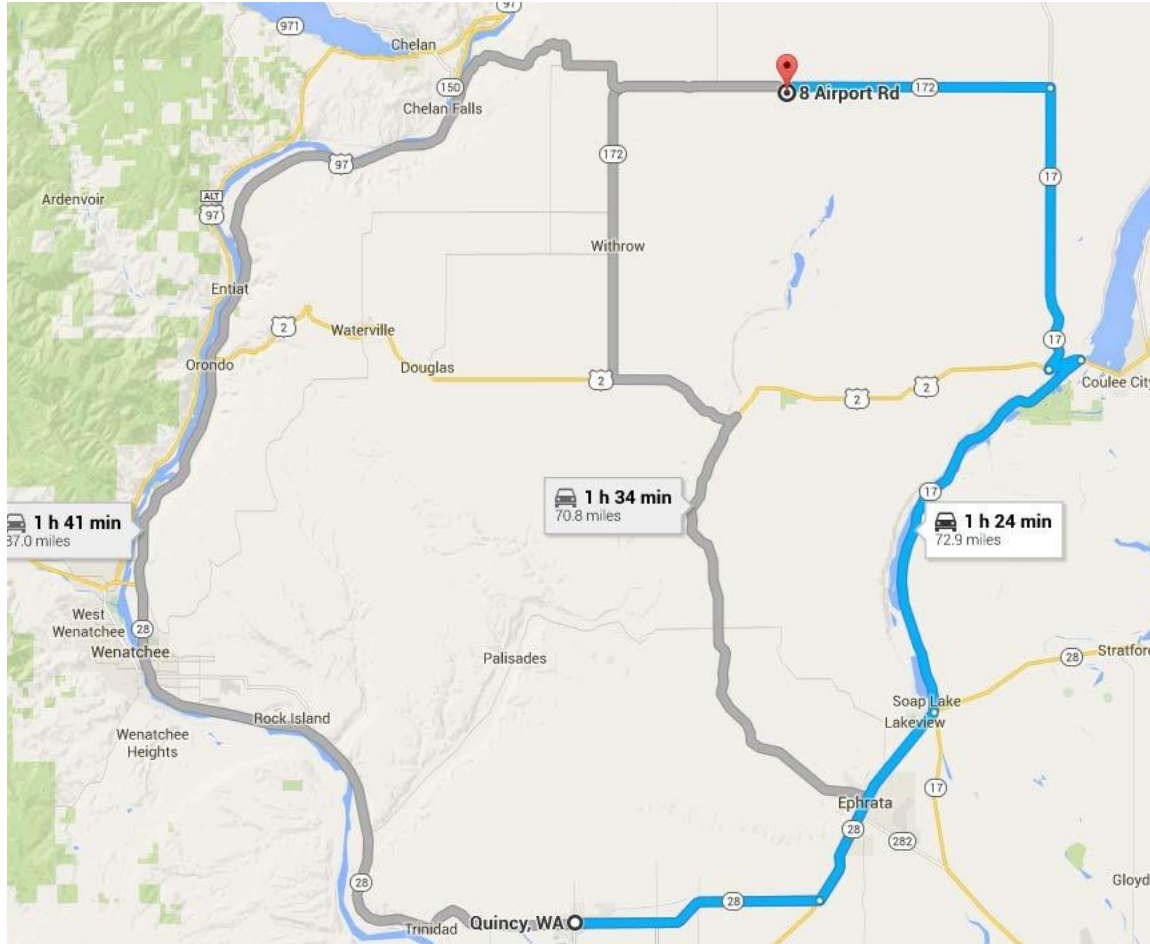


Option #3: I-90 W from Spokane to WA-17 N to WA-28 E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 177 miles.

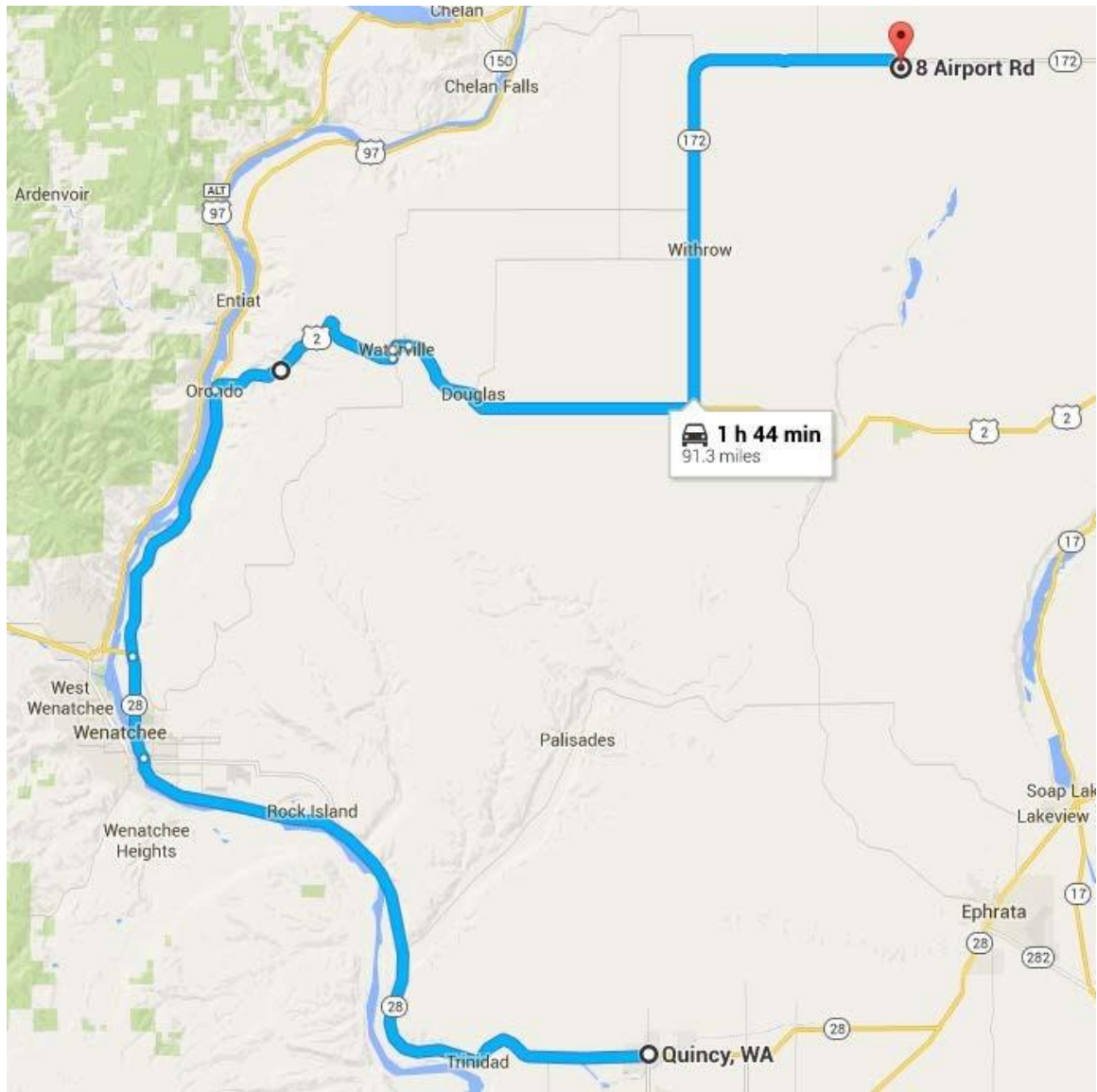


4) Routes from Central WA sources located *south* of Mansfield:

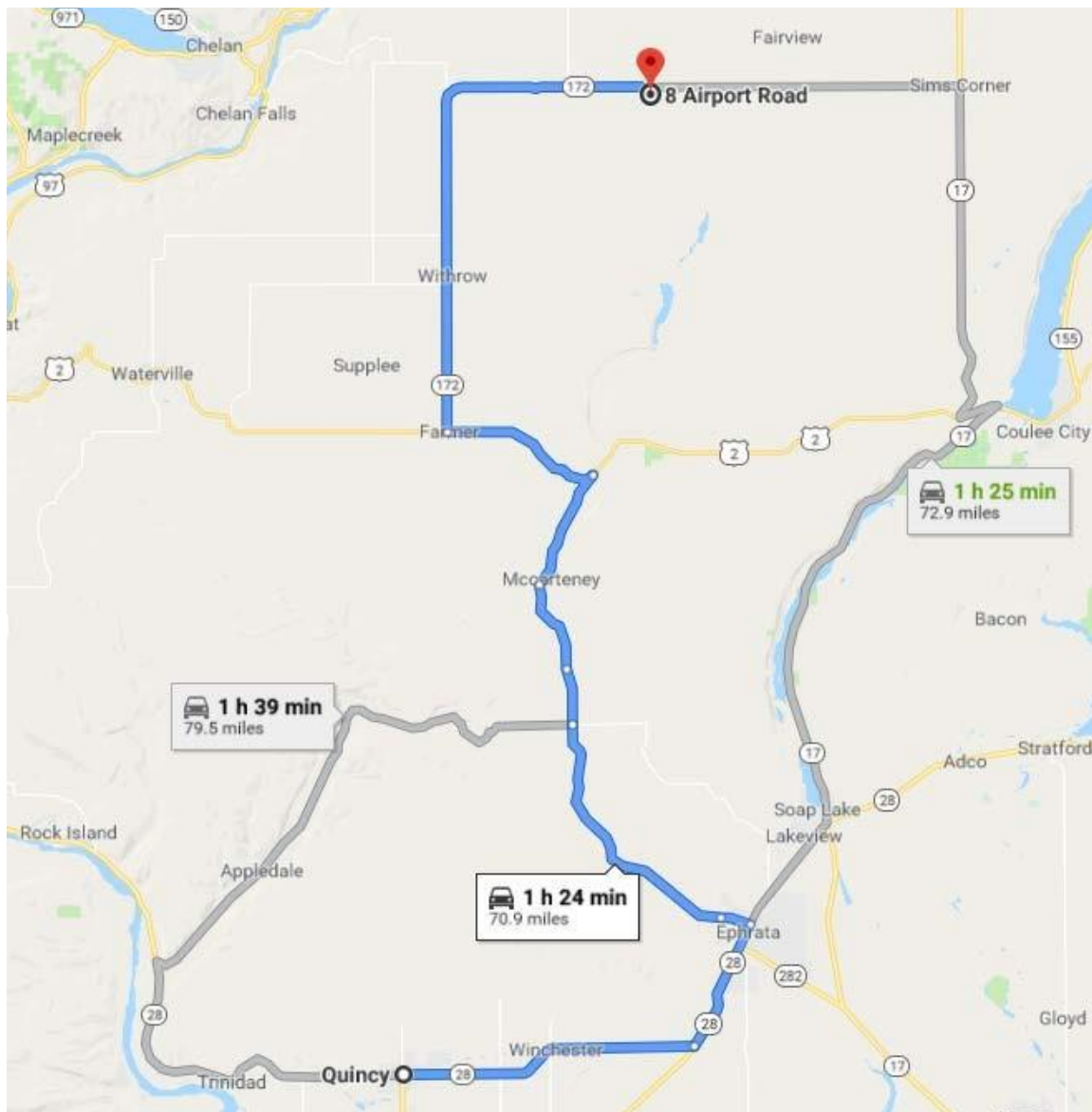
Option #1: WA-28 E from Quincy to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 72.9 miles



Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA. Total distance traveled 91.3 miles

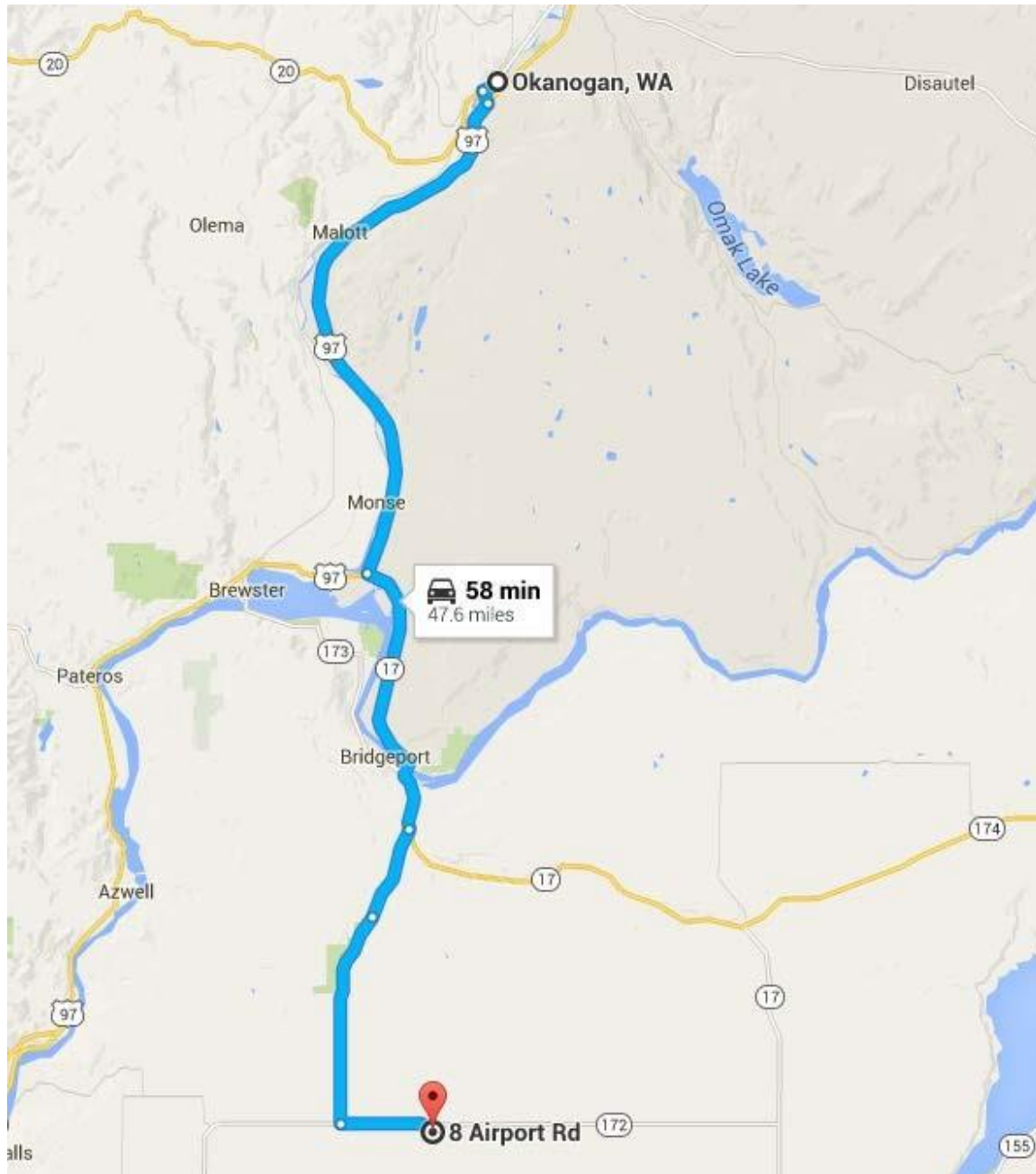


Option #3: WA-28 E from Quincy to WA-28 E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 70.9 miles



5) Routes from Central WA sources located *north* of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

BIOSOLIDS FACILITIES CONTACTS LIST

The biosolids facilities participating in the Boulder Park Project and require transportation of biosolids to the project's beneficial use destinations are listed below along with contact information.

Facility Name	Contact Person	Phone Number	Facility Address
Bainbridge Island	Joel Goodwin	206-730-5164 cell 206-780-3583 office	1220 Donald Pl. Bainbridge Island, WA 98110
Cashmere	Randy Low	509-630-6261 cell 509-782-3513 office	101 Woodring Street Cashmere, WA. 98815
Enumclaw	Rick Sellers	360-802-5802 cell 360-825-1115 office	451 Semanski ST. S. Enumclaw, WA 98022
Ephrata	Bill Sangster	509-754-4601 office 509-754- 2992 WWTP	121 Alder ST SW Ephrata, WA 98823
Grand Coulee	Gareth Abbott	509-633-2503	PO Box 180/ 306 Midway Ave. Grand Coulee, WA 99133
King Co. Brightwater	Tony Chiras	206-375-2003 cell 206-477-2664 office	22505 WA-9 Woodinville, WA 98072
King Co. Everett WWTP Storage	Tony Chiras	206-375-2003 cell 206-477-2664 office	4027 4th St. SE Everett, WA 98201
Lakehaven Lakota	Craig Hanson	253-945-1593 office 253-945- 1606 WWTP	3203 SW Dash Point Rd Federal Way, WA 98023
Lakehaven Redondo	Craig Hanson	253-945-1593 253-839-7441 WWTP	515 S 288th Street Des Moines, WA 98198
Leavenworth	Antonio Muro	509-387-6621 cell 509-548- 5994 WWTP	1402 Commercial Street Leavenworth, WA 98826
Liberty Lake	Dan Grogg	509-370-1453 cell 509-922-5443 office	22510 E. Mission Avenue Liberty Lake, WA 99019

Spill Prevention & Response Plan

LOTT	Terri Prather	360-584-5989 cell 360-528-5724 office	500 Adams St NE Olympia, WA 98501
Midway	Tim Campbell	206-824-2760 office	1200 South 216th Street Des Moines, WA 98198
Mukilteo	Gil Bridges	425-754-4151 cell 425-355-6637 mobile	7824 Mukilteo Speedway Mukilteo, WA 98275
Oak Harbor	Steve Bebee	360-279-4764	865 SE Barrington Drive Oak Harbor, WA 98277
Okanogan	Clinton Little	509-422-0000	PO Box 752 Okanogan, WA 98840
Pateros	Jord Wilson	509-923-2403 office 509-449-9670	390 Lake Shore Drive Pateros, WA 98846
Pierce County	Patrick Kongsle	253-798-3031	10311 Chambers Creek Road University Place, WA 98467
Quincy	Tim Snead (Admin) Jami Favor (P.M.)	509-787-3523 x275 314-240-2377 cell	115 1st Ave. S.W. Quincy, WA 98848
Rock Island	Noe Andrade	509-668-0343 cell 509-884-1261 office	5 N. Garden Ave./PO Box 99 Rock Island, WA 98850
Sedro Woolley	Debbie Allen	360-856-5269 360-856-1100 office	325 Metcalf Street Sedro W, 98284
Soap Lake	Rob Herron Sean Meyers	509-246-1823	PO Box 1270 Soap Lake, WA 98851
SW Suburban Miller Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	1015 SW 174th Place Normandy Park, WA 98166
SW Suburban Salmon Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	12550 Shorewood Dr. SW Burien, WA. 98146
Tree Top Inc	Glen Sagdal	509-449-3054 cell 509-698-1613 office	3981 Chelan Highway/PO Box 1300 Wenatchee, WA 98801-0231

ATTACHMENT 3

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology.

<https://ecology.wa.gov/DOE/files/b5/b571de76-2413-476a-98a5-26caf10757cf.pdf>



Washington State Oil and Hazardous Materials Cleanup Contractors

Washington State Primary Response Contractors (PRCs)

The following is a list of state-approved Primary Response Contractors that meet the requirements set forth in WAC 173-182-800, -810, and -820

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA	Wildlife
Able Clean-up Technologies	Spokane	(509) 466-5255	X		X	X	X	X		
Big Sky Industrial	Spokane	(509) 624-4949	X		X		X	X		
Clean Harbors Environmental Services	Kent, Clackamas, Moses Lake, Pasco	(800) 645-8265	X	X	X	X	X	X	X	
Cowlitz Clean Sweep	Longview, Port Angeles, Aberdeen, Pasco	(888) 423-6316	X		X	X	X	X	X	
Global Diving and Salvage	Seattle, Anacortes, Port Angeles	(206) 623-0621	X	X		X			X	
Green Sweep Asphalt Services	Vancouver	(360) 772-0899	X		X		X		X	
Focus Wildlife (equipment and personnel)	Anacortes	(800) 578-3048								X
International Bird Rescue (personnel only)	Fairfield, CA	(707) 689-3944								X
Islands' Oil Spill Association (IOSA)	San Juan Islands (SPILL # goes to Sheriff who pages IOSA)	(360) 378-4151 (access IOSA through SJI County Sheriff 24hrs/day) (360) 468-3441 Office	X			X		San Juans Only	San Juans Only	
National Response Corp. (NRC)	Seattle, Tacoma, Spokane, Portland, Burlington, Pasco	(800) 899-4672	X	X	X	X	X	X	X	

PRCs keep updated equipment lists on the Western Response Resource List (WRRRL): www.wrrrl.us

A map of PRC equipment can be found at the following link: https://fortress.wa.gov/ecy/coastalatlas/storymaps/spills/spills_sm.html

Washington State Class 2 Mobile Facilities

The following is a list of Class 2 Mobile Facilities that meet the requirements set forth in WAC 173-180

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA
Certified Cleaning Services	Seattle, Tacoma, Spokane, Vancouver	(800) 290-3008	X		X		X	X	X
Emerald Services	Seattle, Spokane, Tri-Cities, Vancouver	(206) 713-5148 SPILL	X		X		X	X	X
Marine Vacuum Service (MARVAC)	Seattle	(800) 540-7491 SPILL (206) 762-0240 non-toll free	X		X		X		X

Regional Treatment Center for Petroleum Contaminated Soil

REGION	COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	SERVICES OFFERED
Central	Roosevelt Regional Landfill	Roosevelt	(800) 275-5641	Disposal Only
NW	CEMEX	Everett	(425) 673-6800	Soil Remediation
SW	PRS Group (Petroleum Reclaiming Services)	Tacoma	(253) 383-4175	Stabilization/Disposal
SW	Fields Shotwell Corp	Port Angeles	(360) 457-1417	Thermal Treatment/Recycling
SW	Waste Management	Portland, OR	(800) 685-8001	Disposal Only

Updated 4/12/2018



King County

Office of Risk Management Services

Department of Executive Services

500 Fourth Ave #320

Seattle, WA 98104

(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE - 2019

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group



Public works department
Memorandum

Date: 6/24/2019
To: Barry Loveless, Public Works Director
From: Joel Goodwin, Operations Project Manager
Subject: Biosolids Beneficial Use Contract

The City entered into a contract with Republic Service, Inc. to haul and dispose of biosolids at landfill on August 12, 2015. Recently, Republic Service, Inc. provided notice of termination of the contract as of August 31, 2019. In addition, the Department of Ecology has requested that the City take the Winslow Wastewater Treatment Plant class B biosolids to beneficial reuse.

In response to these changes the City developed a request for proposals under the current City-Procurement Policy through a formal advertisement. The current City-Procurement Policy requires that the City take the “low bid” compared to State law that allows qualifications and price be evaluated. Two proposals from Tenelco Inc. and Boulder Park Inc were received for hauling and disposal of class B biosolids. Boulder Park, Inc. was the low bidder.

Following the deadline for the request for proposals, recent lab analysis of City biosolids indicate that class B biosolids are not currently being produced by the Winslow Wastewater Treatment Plant. Therefore, Amber Corfman (Department of Ecology Regional Biosolids Manager) has told me that our Biosolids must go to landfill and cannot be land applied until they meet class B standards outlined in WAC 173-308.

After having conversations with both companies and telling them the current state of our biosolids, only the low bidder, Boulder Park, Inc. has interest in hauling City Biosolids. Boulder Park Inc. has also indicated that when City Biosolids begin to meet class B standards they will transition from hauling to landfill to hauling to their Beneficial Use Facilities. This is important because it meets the Department of Ecology’s recommendation. Because the contract went out to bid before the analysis of biosolids was complete, the RFP/contract did not include “hauling to landfill” as a bid item.

Boulder Park Inc. has a contract with King County for the use of County equipment, permitting and program support. As a result, the City will need to agree to a three-party contract with Boulder Park, Inc. and King County. The three-party contract allows for hauling to landfill as well as the long-term solution to haul to beneficial use facilities.

We are asking that council to reject the formal request for proposals, waive the current procurement manual and allow the city to enter the three-party contract with Boulder Park, Inc. & King County. The City has \$120,510.00 budgeted for biosolids disposal in 2019, to date the City has spent \$57,136.00 leaving a balance of \$63,374.00 The estimate of using Boulder Park, Inc and King County for biosolids disposal at landfill is approximately \$120,612.00 annually and \$110,000.00 to beneficial reuse annually.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:55 PM) 2019 Chip Sealing Project Contract Award - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to approve the award to Doolittle Construction in the amount of \$393,376.00 for the 2019 Chip Sealing Project.

SUMMARY:

Chip sealing applies a coating of asphalt oil and finely crushed rock over the existing pavement to protect the street surface from water and weather damage and to preserve roads. The bid opening was held on July 2, 2019, and staff recommends awarding the 2019 Chip Seal project to the apparent low bidder, Doolittle Construction, in the amount of \$393,376.00.

FISCAL IMPACT:

Amount:	\$393,376.00.
Ongoing Cost:	
One-Time Cost:	\$393,376.00.
Included in Current Budget?	Yes

BACKGROUND:

What is Chip Sealing? Chip Seal is a pavement surface treatment consisting of asphalt oil that combines one or more layer(s) of asphalt with one or more layer(s) of fine aggregate and the process is often referred to as asphaltic surface treatment. Chip sealing is a cost-effective way to maintain streets and saves significant dollars on future repair costs.

The chip seal process is generally used on roadways before the pavement has deteriorated to the point of requiring an asphalt overlay. Chip seal prevents water penetration thereby reducing subsequent damage to the roadbed and also provides a new wearing surface. Used in combination with crack sealing and surface patching, chip seal significantly extends the life of a roadway. The City typically does surface patching one year and follows that up with chip-sealing the next year. Chip seals cost much less than asphalt overlays and allow the City to stretch limited maintenance funds.

Bids were solicited through the local newspapers, Seattle Daily Journal of Commerce, and the City's bid and awards listserv. The bid opening was held on July 2, 2019, and the apparent low bidder is Doolittle Construction. See the attached bid form. The contract was first presented at the City Council meeting on July 9.

City staff reviewed the bid results and the contractor's qualifications and recommends that the City Council award this contract to Doolittle Construction in the amount of \$393,376.00

ATTACHMENTS:

[Bid Form - 2019 Chip Sealing Project](#)

[Contract for Construction - 2019 Chip Sealing Project](#)

[2019 Chip Sealing Map](#)

FISCAL DETAILS: The Street fund road preservation budget has \$642,000 available.

Fund Name(s): Streets Fund

Coding:



Public Works Department - Engineering
2019 Chip Seal Project
Bid Opening Date: JULY 2, 2019

<i>Note: Bids Are Opened in Order Received.</i> Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineers Estimate is: \$400K – \$450K			
	Granite/Yakima	Doolittle Const.	PaKaPa
Proposal	√	√	√
Proposal Signature Page	√	√	√
Acknowledgement of Agenda (2)	√	√	√
Non-Collusion Declaration	√	√	√
Proposal Bond	√	√	√
Statement of Bidders Qualifications	√	√	√
Net Amount	\$448,213.00	\$393,376.00	\$449,000.00
Sales Tax	N/A	N/A	N/A
TOTAL	\$448,213.00	\$393,376.00	\$449,000.00

A total of three bids were received for the 2019 CHIP SEAL PROJECT. Public Works staff has reviewed the bid results and recommends that the City Council award the contract to the apparent low bidder, Doolittle Construction. .

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the _____ day of _____, 2019 by and between the City of Bainbridge Island ("City" and/or "CONTRACTING AGENCY") and DOOLITTLE CONSTRUCTION, LLC ("CONTRACTOR")

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the 2019 CHIP SEALING PROJECT, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Three Hundred Ninety-Three Thousand, Three Hundred Seventy-Six Dollars and no cents (\$393,376.00) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract, including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications")
3. Amendments to the Standard Specifications
4. Indemnity and Insurance Agreement
5. Special Indemnity and Insurance Agreement
6. Prevailing Wage Schedules and Regulations
7. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
8. Certification of Compliance with Wage Payment Statutes
9. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: _____

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

DOOLITTLE CONSTRUCTION, LLC:

By: _____

Its: _____

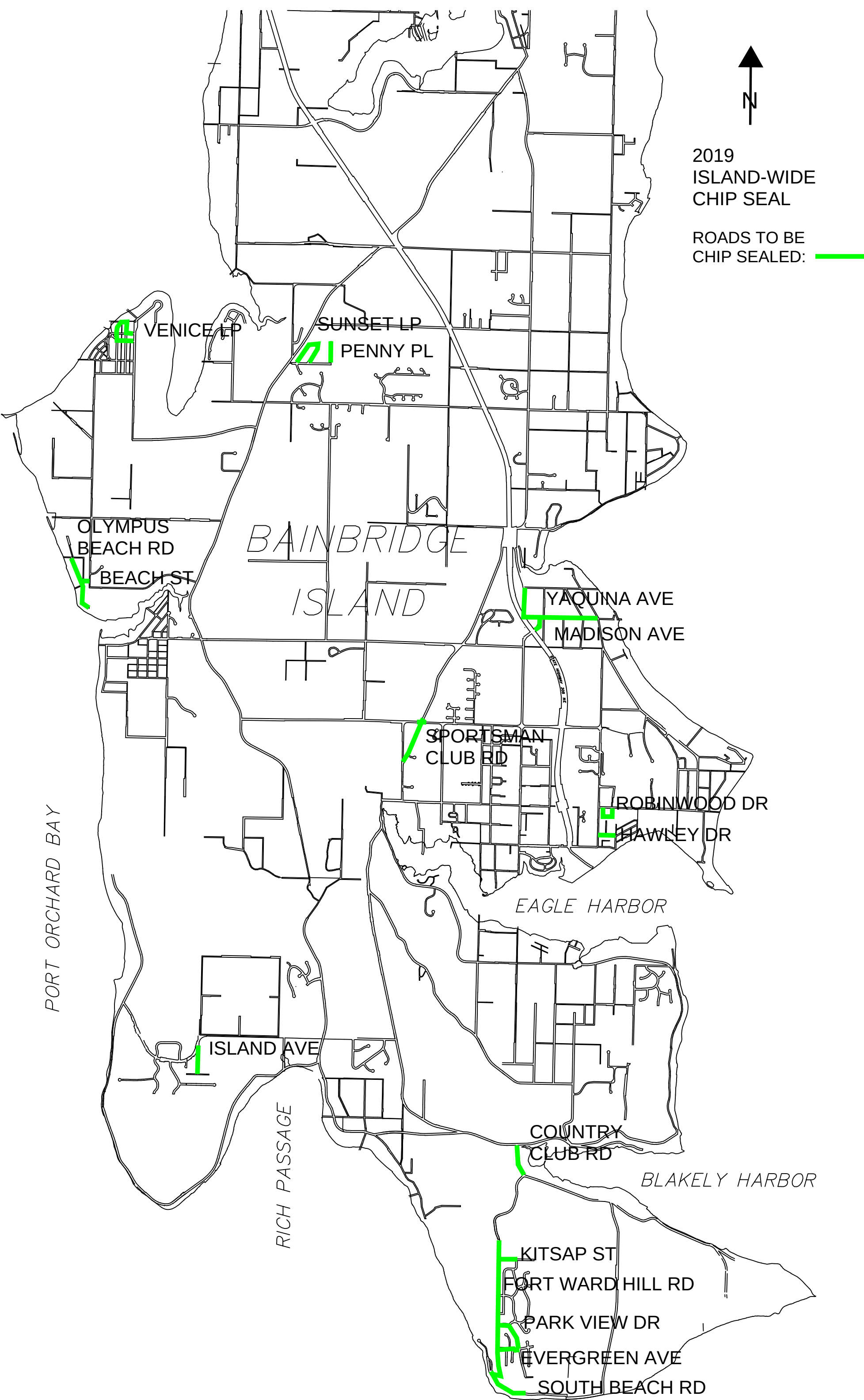
Date: _____

CITY OF BAINBRIDGE ISLAND:

By: _____

Morgan Smith, City Manager

Date: _____





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (7:05 PM) Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Continue discussion of draft ordinance related to common ownership regulation and other ADU related topics. Confirm that a legislative review process be initiated with the Planning Commission.

SUMMARY:

To continue Council consideration of options related to ADUs including common ownership requirements, and new rules for tiny homes and RVs.

FISCAL IMPACT:

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

BACKGROUND: On October 23, 2018, the City Council was briefed by the City Attorney's office about the City's accessory dwelling unit (ADU) regulations and state condominium law. The City currently allows ADUs as an accessory use to single-family residences (BIMC Table 18.09.020) and applies additional regulations to ADUs in BIMC 18.09.030.I.5 (See Deputy City Attorney Memo, Attachment A). The Council had requested the briefing to receive guidance and analysis from the City Attorney's office about whether the City can prohibit, regulate, or otherwise discourage property owners from making condominiums out of accessory dwelling units (ADUs) located on their property. The Council voted to direct staff to bring back an ordinance to require common ownership of ADUs. See Attached DRAFT Ordinance 2019-09. If the Council decides to continue to pursue this ordinance, it would need to be reviewed by the Planning Commission through the legislative process prior to Council adoption.

On June 18, 2019, the Council discussed the common ownership issue and two additional topics related to the ADU development regulations: (a) tiny homes (with or without wheels) and RVs, (b) and relaxing standards such as lot coverage. Either issue would also be regulated by the ADU Use Specific Standards, BIMC 18.09.030.I.5. Council review of these options is in response to Recommendation #3 from the Affordable Housing Task Force (2018) to "adopt procedures to encourage Accessory Dwelling Units."

At its June 18 meeting, the Council discussed tiny homes, and provided the following policy direction to staff:

1. Require common ownership of ADUs unless the ADU or primary unit is being managed as affordable housing.
2. Allow tiny homes with wheels and RVs to be permitted as permanent residences and used as primary dwellings or ADUs.
3. Allow a property with a single-family residence to have two tiny homes or RVs.
4. Direct the City to develop regulations to facilitate the creation of tiny home communities. Further discussion is needed to figure out what zones to allow tiny home communities in and whether to allow an increase in density to help incentivize their development.
5. Discuss further relaxing lot coverage requirements for ADUs, including limiting an exemption to certain zones or smaller properties.

Staff is seeking clarification on these directives as well as seeking direction from the Council related to whether staff should consider additional policies when drafting language related to tiny homes and RVs.

See attached background documents including new staff memo on ADUs/tiny homes/RV's, new staff memo on timing related to adoption of tiny home building codes, and a memo from Bainbridge Island Fire Chief Hank Teran regarding the use of RV's for permanent housing.

ATTACHMENTS:

[Staff Memo on ADUs Tiny Homes and RVs](#)

[City Zoning Map](#)

[Ordinance 2019-09 Draft](#)

[Staff Memo re tiny home Appendix Q adoption](#)

[Appendix Q](#)

[BIFD memo - RVs - CC 23 Jul 2019.pdf](#)

[October 2018 Legal Memo on ADUs](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Memorandum

Date: July 23, 2019
To: City Manager
City Council
From: Jennifer Sutton, AICP
Senior Planner
Subject: Accessory Dwelling Units, Tiny Homes and Recreational Vehicles, Proposed Ordinance 2018-09

I. MEETING PURPOSE

There are three Accessory Dwelling Unit (“ADU”) development code topics that City staff recommends for City Council discussion and consideration at the July 23, 2019 meeting:

- Confirm ADU and tiny home/recreational vehicle (RV) related policy direction from June 18, 2019 City Council meeting; (see DRAFT Ordinance 2019-09);
- Tiny home communities;
- Relaxing ADU development standards such as lot coverage to promote new ADU construction.

II. Council Policy Direction from June 18 City Council meeting

The City Council came to consensus on the following issues at the June 18th meeting.

- Require common ownership of ADUs, such that sale or ownership of an ADU separate from the primary single-family dwelling is prohibited, except that the prohibition is not to apply to the ADU or single-family dwelling unit if one or both are providing affordable housing (as more specifically described in the draft ordinance).
- Allow tiny homes (with or without wheels) and RVs to be considered as permanent (not temporary or seasonal) residences. Consequently, tiny homes or RVs could be considered as a primary or accessory dwelling unit.
- That a property could have two (2) tiny homes or RVs serving as ADUs.

The changes related to common ownership and tiny homes have been added to proposed DRAFT Ordinance 2019-09. City staff is researching options for adding tiny home regulations prior to the State Building Code Council’s adoption of such standards, which are anticipated for adoption by the end of 2019 (with an anticipated effective date of July 2020). Staff is also actively researching options to ensure that RVs are safe for those residing in them in terms of life safety, fire protection, and mold prevention. While there are no approved state building codes for RV construction, staff is also exploring requirements from the Washington State Department of Labor and Industries that assure RVs are safe for those residing within (see Tiny Homes Handout pages 4-6). The handling of sewage is also being researched to determine state and county requirements.

Staff identified only one jurisdiction that allows RVs as a primary residence; the City of Ocean Shores. At least since 2008, Ocean Shores has allowed RVs as a primary residence in one zoning district. If the Council is interested in pursuing a similar approach, City staff is seeking direction from the Council about which zoning district(s) RVs and tiny homes should be allowed in. The following are for the Council's consideration in this regard:

- Should tiny homes and RVs be allowed as the primary residence, accessory dwelling unit, or both, and in which zoning districts should they be allowed? See attached and hyperlinked [City Zoning Map](#).
- Would a lot that has a tiny home/RV also be allowed to have a primary residence? Can two tiny homes/RVs be allowed as a primary residence and accessory dwelling unit? Or can the tiny home/RV only be accessory to a primary dwelling unit? Should each zone be allowed two RVs as an ADU?

Additionally, staff would like City Council policy direction on the following question:

- Would the Council like staff to consider alternative design and location standards for RVs and tiny homes, or should these units meet the same zoning standards as traditional ADUs and primary dwellings?

Council Decision Point: Staff is seeking policy direction clarification to the bulleted questions above. Development code changes could be integrated into DRAFT Ordinance 2019-09.

III. Tiny Home Communities

At the June 18 Council meeting, the City Council discussed the question:

- Should the City allow properties to be developed as tiny home communities and allow increased density to achieve such projects?

The Council came to consensus on allowing the development of tiny home communities, but did not come to consensus on the following questions:

- Where should tiny home communities be allowed - city wide, or limited to particular zones, or limited to properties of a minimum size? See attached and hyperlinked [City Zoning Map](#).
- Should a density increase be granted for tiny home communities?

Additionally, staff would like City Council policy direction on the following questions:

- If tiny home communities are permitted, would the City allow such communities to have shared kitchen or batching facilities instead of requiring such facilities within each tiny home?
- Could tiny home communities be allowed for both the private market and as a tool to address homelessness?



Image 1: *Tiny home community with shared kitchen and bathing facilities*

Olympia's Quixote Village, often used as an example of a tiny home community, is a permanent supportive tiny house village for chronically homeless adults. The City has temporary homeless encampment regulations (see [BIMC 18.09.030.1.8](#)).

Council Decision Point: Staff is seeking policy direction on the bulleted questions above. Development code changes related to tiny home communities could be integrated into DRAFT Ordinance 2019-09.

IV. Relaxing ADU Development Standards: Lot Coverage

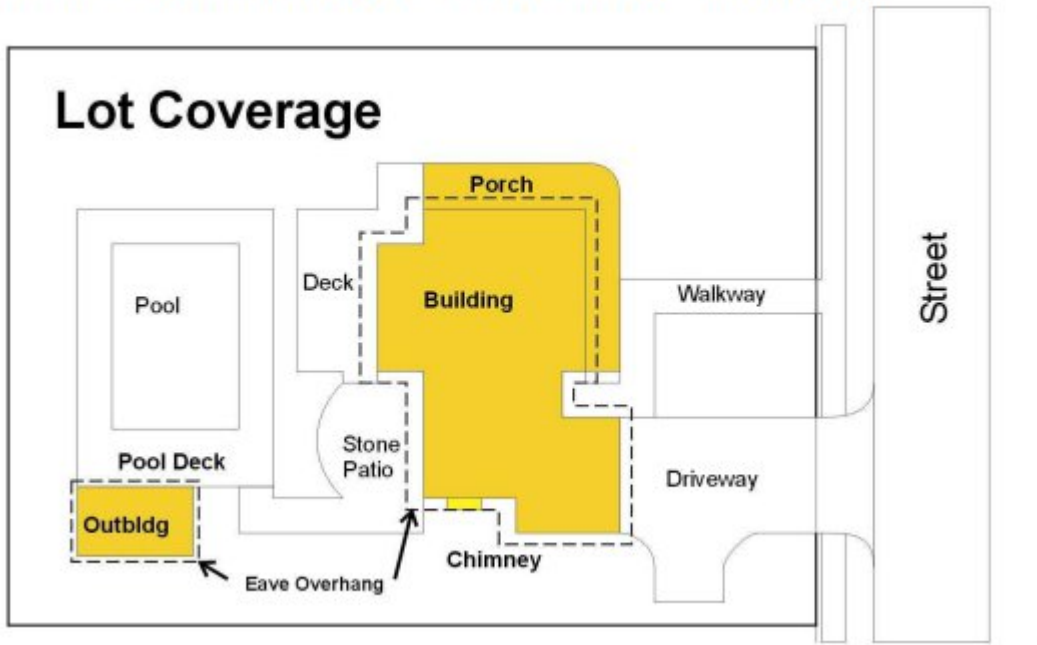
At the June 18 Council meeting, the City Council discussed the question:

- Should the City remove a barrier to the construction of ADUs by modifying ADU development regulations so that new ADU building footprints would not count toward overall lot coverage limits for the property ([BIMC 18.09.030.1.5.m](#))?

See lot coverage definition below.

BIMC 18.12.050.K. (Lot Coverage.) "Lot coverage" means that portion of the total lot area covered by buildings, excluding up to 24 inches of eaves on each side of the building, any building or portion of building located below predevelopment and finished grade. Any portion of a slatted or solid deck located more than five feet above grade shall be counted towards lot coverage. Also excluded are ground-mounted accessory small wind energy generators, solar panels, composting bins, rain barrels/cisterns, and covers designed to shade ground-mounted heat pumps and air conditioners to increase their efficiency.

(In general, any portion of a building or structure with a roof counts as lot coverage).



This change could allow for construction of ADUs on smaller properties and would not modify any other development standards such as setbacks, building height, aquifer recharge protection area, or stormwater management requirements for new hard surfaces. The Council indicated that it wanted to continue to discuss this question, and did not come to consensus on removing this requirement. Discussion focused on where this standard could be relaxed, or if it would be relaxed only for properties less than a certain size (e.g., less and a ½ acre). Staff seeks policy direction from the City Council on the following questions:

- Should the City consider relaxing lot coverage requirements for ADUs?
- If so, would the requirement apply the same citywide? Or be limited to certain zones, or properties less than a certain size?

Zone	Lot Coverage Standard (BIMC Table 18.12.020-2)
R-0.4	10%
R-1	15%
R-2	20%
R-2.9	25%
R-3.5	25%
R-4.3	25%
R-5	25%
R-8	25%
R-14	40%

Council Decision Point: Staff is seeking policy direction on the bulleted questions above. Development code changes could be integrated into DRAFT Ordinance 2019-09.

V. NEXT STEPS

Staff is asking for Council direction on where and how many ADUs should be allowed, as well as for tiny home communities. Additionally, staff is asking for direction on ADU ownership and lot coverage incentives. These potential code changes are described above. Any ordinance updating [ADU Use Specific Standards](#), [BIMC Section 18.09.030.1.5](#) or any other section of BIMC Title 18 will begin with legislative review by the Planning Commission before returning to the City Council for adoption.



City of Bainbridge Island Official Zoning Map

Port
Madison

February 28, 2017



Legend

Shoreline Designations

- Island Conservancy
- Natural
- Shoreline Residential
- Shoreline Residential Conservancy
- Urban

Land Use Designations

- Business/Industrial
- CORE
- Ericksen Avenue District
- Ferry Terminal District
- Gateway District
- High School Road 1
- High School Road 2
- Limited to Current Use
- Madison Avenue District
- Neighborhood Center
- Neighborhood Center /R-12
- Water Dependent Industrial
- R-0.4 1 Unit per 2.5 Acres Zone (100,000 sq.ft.)
- R-1 1 Unit per Acre Zone 40,000 sq.ft.)
- R-2 2 Units per Acre Zone (20,000 sq.ft.)
- R-2.9 2.9 Units per Acre Zone (15,000 sq.ft.)
- R-3.5 3.5 Units per Acre Zone (12,500 sq.ft.)
- R-4.3 4.3 Units per Acre Zone (10,000 sq.ft.)
- R-5 5 Units per Acre Zone (8,500 sq.ft.)
- R-6 6 Units per Acre Zone (6,543 sq.ft.)
- R-8 8 Units per Acre Zone (5,400 sq.ft.)
- R-14 14 Units per Acre Zone (3,100 sq.ft.)

This is to certify that this is the Official Zoning Map referred to in the Zoning Ordinance of the City of Bainbridge Island, Washington, adopted March 1, 1992. It is in accordance with provisions of this Code, changes are made in zoning district boundaries or other matters pertaining to the Official Zoning Map, such changes shall be made on the Official Zoning Map promptly after the amendment has been adopted, together with an entry on, or attached to, the Official Zoning map, as follows:

Val Tollefson, Mayor
Sarah Blossom, Council Member
Kol Medina, Council Member
Wayne Roth, Council Member
Attest:
Christine Brown, City Clerk

Ron Pelletier, Council Member
Roger Townsend, Council Member
Michael Scott, Council Member

DATE	ORDINANCE	DESCRIPTION
4/4/1996	Ordinance 96-08	Winslow Mixed Use Town Center (MUTC)
3/20/1997	Ordinance 97-01	Changes to LM and NSC, created WDI
9/5/1997	Ordinance 97-28	Zoning changes per Lynwood Center SPA
8/6/1998	Ordinance 98-38	Corrected mapping errors in Winslow
4/28/1999	Ordinance 99-12	Corrected mapping errors at Rockaway Beach
9/8/1999	Ordinance 99-17	Implemented Winslow Master Plan (WMP), adopted FARs for MUTC
12/22/1999	Ordinance 99-64	Amended Ferry Terminal District Boundaries
2/23/2000	Ordinance 2000-03	LM Rezone
2/23/2000	Ordinance 2000-04	LM Rezone
2/23/2000	Ordinance 2000-05	LM Rezone
5/25/2005	Ordinance 2005-12	R-8 Rezone, MAD Rezone, LM Rezone
3/20/2006	Ordinance 2006-03	Rezone of parcel 10250220072004
8/25/2010	Ordinance 2010-23	Rezone of parcel 10250220072002
11/27/2013	Ordinance 2013-19	Corrected mapping errors at Lynwood Center
11/27/2013	Ordinance 2013-20	Light Manufacturing District changed to Business/Industrial
10/14/2014	Ordinance 2014-39	Change R-2 designation to WDI for a property on the south shore of Eagle Harbor
2/28/2017	Ordinance 2017-02	Zoning Map update

Effective Date	Ordinance	Description
June 1, 2005	Ordinance 2005-02	WSF Maintenance Yard & Ravine Creek Estuary

Mixed Use Town Center						
	Central Core	Madison Avenue	Ericksen Avenue	Gateway District	Ferry Terminal District	High School Rd District 1 & 2
Floor Area Ratio (FAR)						
Commercial	0.6	0.4	0.3	0.15	0.1	0.3
Residential	0.4	0.4	0.3	0.5	0.4	0.3
Mixed Use	1.0	0.5	0.5	0.5	0.5	0.3
Maximum FAR with Bonus						
Commercial	1.0	0.6	0.6	0.3	0.2	0.6
Residential	1.0	0.6	0.6	1.0	1.1	0.6
Mixed Use	1.5	1.0	1.0	1.0	1.3 (1.5)	1.0

ORDINANCE NO. 2019-09

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to accessory dwelling units, tiny homes, and recreational vehicles, and amending Section 18.09.030.I.5 and Section 18.36.030 of the Bainbridge Island Municipal Code.

WHEREAS, the City has permitted and regulated accessory dwelling units as an accessory use to single-family residences for many years; and

WHEREAS, accessory dwelling units are recognized as a type of affordable housing; and

WHEREAS, the City is aware of a limited number of property owners who have turned an accessory dwelling unit into a condominium pursuant to Chapter 64.34 RCW, and some of those units may have been sold to a person other than the owner of the single-family residence (primary dwelling unit); and

WHEREAS, given the high real estate prices on Bainbridge Island, the sales price of an accessory dwelling unit sold as a condominium is unlikely to meet the definition of “affordable housing” as it relates to an income qualified household earning a middle-income or below, which is generally defined by Chapter 18.21 BIMC and BIMC 18.36.030.16 as one-hundred and twenty percent (120%) or below of the Department of Housing and Urban Development median income levels for the Bremerton-Silverdale metropolitan statistical area; and

WHEREAS, the City Council desires to maintain the affordability of accessory dwelling units by limiting the ability to sell them separately from the primary dwelling unit; and

WHEREAS, in addition to considering issues related to accessory dwelling unit ownership, the City Council has considered issues related to allowing tiny homes, with or without wheels, as well as related to recreational vehicles, to be considered as permanent residences as a way to increase affordable housing options.

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

Section 1. Section 18.09.030.I.5 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

c. Only one accessory dwelling unit may be created per parcel, except that a parcel is allowed to have two tiny homes, two recreational vehicles, or one of each per parcel in addition to a primary dwelling unit.

e. Sale or ownership of an accessory dwelling unit separate from the primary single-family dwelling is prohibited. This prohibition does not apply to the accessory or single-family dwelling unit if one or both are providing affordable housing as defined by Chapter 18.21 BIMC and BIMC 18.36.030.16. This provision does not apply to accessory dwelling units constructed before the effective date of this ordinance.

ef. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.

fg. Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.

gh. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 900-square-foot limitation.

hi. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.

i. ~~No recreational vehicle shall be an accessory dwelling unit.~~

m. All other applicable standards including, but not limited to, ~~lot coverage~~, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met. Accessory dwelling units are excluded for the purposes of calculating lot coverage requirements.

Section 2. Section 18.36.030 of the Bainbridge Island Municipal Code is hereby amended to add the following:

18.36.030 Definitions

220. “Recreational vehicle, permanent” means a recreational vehicle that is providing permanent housing. Recreational vehicles can be on a foundation or on wheels.

260. "Tiny home" means a dwelling less than 400 square feet in size that provides independent living facilities with provisions for sleeping, eating, cooking, and sanitation and is constructed to meet the requirements of the International Residential Code. Tiny homes can be on a foundation or on wheels.

Section 3. 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 _____, 2019.

APPROVED BY THE MAYOR this _____ day of _____, 2019.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	July 19, 2019
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2019-09

Memorandum

To: Heather Wright, PCD Director

From: Todd Cunningham, Building Official

Re: Tiny Homes

Date: 07-18-2019

At the June 18, 2019 meeting of the City Council, the Mayor and Council entered into a discussion related to allowing tiny homes to be placed on properties within the City. The Council provided staff direction to move forward with methodology to address this subject and the Council's desire to allow for the placement of tiny homes; staff has prepared this information in response.

Every three years, the construction code writing organizations update their respective technical and administrative codes. The Revised Code of Washington (RCW), Section 19.27, requires that jurisdictions within the State of Washington adopt these codes as required by RCW through the oversight of the Washington State Building Code Council (SBCC). The code cycle for the 2018 codes is currently active and moving toward finalization. As this takes place, the consideration for approval of tiny home construction was added to the draft language of the International Residential Code (IRC) as an appendix chapter, namely Appendix Q, "Tiny Homes." (See attached.)

Unlike any prior code/s, Appendix Q provides support for the construction of tiny homes allowing for a variation of alternate choices and code application for construction of these homes by allowing greater flexibility from previous IRC requirements while still maintaining a level of life-safety standards commensurate with past and current codes. As the current code adoption cycle moves forward, the state, through the enactment of ESSB 5383, has formalized the direction to develop a method in which to address and allow tiny home construction; Appendix Q does this.

The legislative directive included a deadline of December 31, 2019. It is anticipated that the State Building Code Council will have the formalized document in place and that jurisdictions across Washington State will begin to allow tiny home construction practices to take place as early as July 1, 2020, which is the effective date of the newly adopted codes. This will include both permanent ground constructed homes and chassis structures.

As the Council continues its interest in tiny homes, City staff encourages the Council to thoroughly consider the timeline and alignment of the state adoption process as it relates to the City's desire to move forward in allowing these homes. Under the City's current timeline, the City's process is not lining up well with the state's process because the City is on a path to take action prior to the

effective date of the new state code provisions. It is anticipated that the state codes will publish on January 1, 2020 and have an effective date of July 1, 2020, at which time tiny home construction can move forward without delay.

If the City implements new local regulations prior to the effective date of the new state regulations related to allowing for the construction of tiny homes, there would need to be some level of construction oversight developed by either using the current IRC or developing construction standards for tiny homes in the absence of chassis built standards or recreational vehicle standards already in place. An alternative approach might be to use the proposed Appendix Q, although it is not yet finalized by the state and revisions are still taking place. Taking such an alternative approach, however, could misalign construction standards by allowing tiny homes prior to official state adoption of the final document.

At the local level, if the Council moves forward earlier than state adoption of the new tiny home regulations, the earliest window for approval is estimated to be sometime around the end of October 2019, which is a couple of months prior to the publication date of the new state regulations. Because of this timing, staff recommends that the Council wait to implement provisions for the construction and placement of tiny homes while still allowing, as applicable, for land use review of applications for tiny homes to move forward through the land use process until such time as there are state-adopted standards in place for construction of tiny homes. This could be done as soon as January 2020 (the publication date) and would allow for:

1. Appendix Q to be published by the state, which would allow for greater consistency and guidance related to standards for the construction and installation of tiny homes throughout Washington, which would avoid a situation in which there would be no standards at all for do it yourself constructed units, or different local standards that do not align with codes or standards for recreational vehicles based on current regulations that are not in line with use of a tiny home as a permanent residence.
2. Safer built units in that there would be a set of code requirements in place specifically addressing the construction and safety of tiny homes. Additionally, options would be available for tiny home construction related to utilizing a code that allows for flexibility and cost savings.

If the Council chooses to adopt regulations prior to the state adoption of the IRC and which do not align with construction practices by allowing these units prior to the effective date of the new state codes and Appendix Q, the City may be allowing something different than what will be allowed under the new state regulations when they become effective. However, if the City waits until the new regulations are published on January 1, 2020, the City could move to implement Appendix Q before the July 1, 2020 effective date of the new state regulations and thereby allow Appendix Q to be the City's code six months earlier. The new state regulations, once published, are not likely to be revised, so the delay of two months as proposed above would be worth the wait from City staff's perspective.



2018 International Residential Code

APPENDIX Q TINY HOUSES

First Printing: Aug 2017

APPENDIX Q TINY HOUSES

This provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix Q relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. Attention is specifically paid to features such as compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.

SECTION AQ101 GENERAL

AQ101.1 Scope.

This appendix shall be applicable to *tiny houses* used as single *dwelling units*. *Tiny houses* shall comply with this code except as otherwise stated in this appendix.

SECTION AQ102 DEFINITIONS

AQ102.1 General.

The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A *skylight* or roof window designed and installed to satisfy the emergency escape and rescue opening requirements of Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a *loft*.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches (2032 mm) and used as a living or sleeping space.

TINY HOUSE. A *dwelling* that is 400 square feet (37 m²) or less in floor area excluding *lofts*.

SECTION AQ103 CEILING HEIGHT

AQ103.1 Minimum ceiling height.

Habitable space and hallways in *tiny houses* shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions including, but not limited to, beams, girders, ducts and lighting, shall not extend below these minimum ceiling heights.

Exception: Ceiling heights in *lofts* are permitted to be less than 6 feet 8 inches (2032 mm).

SECTION AQ104 LOFTS

AQ104.1 Minimum loft area and dimensions.

Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AQ104.1.1 through AQ104.1.3.

AQ104.1.1 Minimum area.

Lofts shall have a floor area of not less than 35 square feet (3.25 m²).

AQ104.1.2 Minimum dimensions.

Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

AQ104.1.3 Height effect on loft area.

Portions of a *loft* with a sloped ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the *loft*.

Exception: Under gable roofs with a minimum slope of 6 units vertical in 12 units horizontal (50-percent slope), portions of a *loft* with a sloped ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the *loft*.

AQ104.2 Loft access.

The access to and primary egress from *lofts* shall be of any type described in Sections AQ104.2.1 through AQ104.2.4.

AQ104.2.1 Stairways.

Stairways accessing *lofts* shall comply with this code or with Sections AQ104.2.1.1 through AQ104.2.1.5.

AQ104.2.1.1 Width.

Stairways accessing a *loft* shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The width below the handrail shall be not less than 20 inches (508 mm).

AQ104.2.1.2 Headroom.

The headroom in stairways accessing a *loft* shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AQ104.2.1.3 Treads and risers.

Risers for stairs accessing a *loft* shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height.
2. The riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

AQ104.2.1.4 Landing platforms.

The top tread and riser of stairways accessing *lofts* shall be constructed as a *landing platform* where the *loft* ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the *loft*. The *landing platform* shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the *loft*, and 16 to 18 inches (406 to 457 mm) in height measured from the *landing platform* to the *loft* floor.

AQ104.2.1.5 Handrails.

Handrails shall comply with Section R311.7.8.

AQ104.2.1.6 Stairway guards.

Guards at open sides of stairways shall comply with Section R312.1.

AQ104.2.2 Ladders.

Ladders accessing *lofts* shall comply with Sections AQ104.2.1 and AQ104.2.2.

AQ104.2.2.1 Size and capacity.

Ladders accessing *lofts* shall have a rung width of not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200-pound (75 kg) load on any rung. Rung spacing shall be uniform within $\frac{3}{8}$ inch (9.5 mm).

AQ104.2.2.2 Incline.

Ladders shall be installed at 70 to 80 degrees from horizontal.

AQ104.2.3 Alternating tread devices.

Alternating tread devices accessing *lofts* shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AQ104.2.4 Ships ladders.

Ships ladders accessing *lofts* shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AQ104.2.5 Loft Guards.

Loft guards shall be located along the open side of *lofts*. *Loft* guards shall be not less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

SECTION AQ105 EMERGENCY ESCAPE AND RESCUE OPENINGS

AQ105.1 General.

Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: *Egress roof access windows* in *lofts* used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the *loft* floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.



Safeguarding lives, property, and the environment through prevention, education, and emergency response.

July 17, 2019

Morgan Smith, City Manager
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110

Re: Recreational Vehicles (RVs) as Permanent Housing

City Manager Smith,

I want to thank you for the opportunity to communicate the Fire District's concerns and questions related to the proposal of utilizing Recreational Vehicles (RVs) for permanent housing in our community. The following are concerns that pertain only to fire and life safety issues. My staff and I are available to discuss the below items in greater detail if necessary.

Fire/Life Safety Concerns

General Concerns

RVs are constructed on mobile chassis and are not designed for long-term habitation. The International Fire Code which is the code enforcement document for the Fire District does not specifically address the fire and life safety issues regulating RVs. However, the National Fire Protection Association (NFPA) RV Standard 1192 is a recognized standard that provides guidelines for new recreational vehicles and was utilized for this review as a guideline.

The NFPA Standard defines a recreational vehicle as "a vehicle or slide-in camper that is primarily designed as temporary living quarters for recreational, camping or seasonal use." RVs are not constructed, nor designed, to be permanent housing.

Water Supply and Fire Department Access

If approved, all single family residential requirements would be enforced for RV housing. The fire code would require fire flow and fire department emergency access, in addition to addressing as with traditional dwelling units. If RVs are distributed over a large property and still have the ability to be in transit, a method of addressing RVs for emergency responders needs to be considered.

Fire and Life Safety Provisions for RVs

In general, RVs lack the minimum code recognized safety features required for residential occupancies such as emergency egress, fire resistance, permanent electrical wiring, and fire protection. The following life safety features outlined in NFPA 1192 are provided below:



Safeguarding lives, property, and the environment through prevention, education, and emergency response.

Emergency Escape Windows and Secondary Means of Escape- A minimum means of escape with both a primary and secondary means of escape is a concern as well as the minimum width of the escape route. If the secondary means of escape is in the roof, a ladder or equivalent is required. The secondary means of escape needs to be properly marked as an exit. The size and the method of operating the exit latch is also a concern and would need to be designed properly.

Detection Equipment and Fire Suppression appliances- A number of fire and life safety detection devices would be required to be installed. The devices include smoke alarms, carbon monoxide alarms, propane detectors and provisions for fire extinguishers.

Conclusion

The use of RVs as an approved form of a permanent dwelling is unconventional and a challenge regarding compliance with fire and life safety minimum standards. In addition to fire and life safety challenges, older RVs may not be able to comply with minimum recognized RV standards without significant cost and expense. The Fire District recognizes the importance of addressing the homeless issue but recommends addressing this issue by a more conventional method that provides the minimum recognized fire and life safety standards.

Sincerely,

Hank Teran
Fire Chief



CITY OF
BAINBRIDGE ISLAND

Office of the City Attorney
Memorandum

Date: 10/19/2018

To: City Council

From: Robbie Sepler, Deputy City Attorney

Re: Making Condominiums Out of Accessory Dwelling Units (ADUs)

1. Question Presented:

Can the City of Bainbridge Island prohibit, regulate, or otherwise discourage property owners from making condominiums out of accessory dwelling units (ADUs) located on their property?

2. Brief Answer:

A local regulation directly prohibiting the creation of condominiums would likely be preempted by state law and impermissible. However, there are other avenues through which the City can address or mitigate unwanted effects of property owners making condominiums out of ADUs.

3. Background

A. State Law Requires the City to Adopt ADU Regulations

As a code city with a population of more than 20,000, the City is required to have ADU regulations pursuant to RCW 36.70A.400 and RCW 43.63A.215. Specifically, the City is required to incorporate the model ordinance recommendations previously prepared by the Department of Commerce. While the recommendations must be adopted, RCW 43.63A.215(3) gives the City considerable flexibility to adapt the recommendations to local needs and preferences.

B. The City's Current ADU Requirements

BIMC 18.36.030.10 defines “accessory dwelling unit” to mean:

separate living quarters containing kitchen facilities, where the living quarters are contained within or detached from a single-family dwelling on a single lot.

The City's ADU regulations are contained in BIMC 18.09.030.I.5. Currently, ADUs may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use wherever single-family dwellings are a permitted use. However, in the shoreline jurisdiction, ADUs are a conditional use. Only one ADU may be created per parcel. The full text of BIMC 18.09.030.I.5 is included as **Attachment A** to this memo.

Nothing in BIMC 18.09.030.I.5 currently prevents a property owner from creating condominiums out of a primary dwelling and an ADU located on the same lot.

4. Analysis

This section analyzes several approaches that the City could take to address or mitigate unwanted effects of property owners making condominiums out of ADUs.

A. Can the City prohibit a property owner from creating condominiums in which the primary dwelling on the lot is one unit and the ADU on the lot is the second unit?

No. The key to this question is RCW 64.34.050(1), which states in relevant part:

A zoning, subdivision, building code, or other real property law, ordinance, or regulation may not prohibit the condominium form of ownership or impose any requirement upon a condominium which it would not impose upon a physically identical development under a different form of ownership. . . .

If a local regulation prohibited a property owner from making condominiums out of a primary dwelling and its associated ADU, then that local regulation would prohibit the “condominium form of ownership” of the primary dwelling and ADU and would therefore be preempted by RCW 64.34.050(1).

B. Can the City require common ownership of a primary dwelling and ADU located on the same lot?

Most likely. Again, the key to this question is RCW 64.34.050(1), which preempts local regulations that either:

1. Prohibit the condominium form of ownership; or
2. Impose any requirement upon a condominium which it would not impose upon a physically identical development under a different form of ownership.

A common ownership requirement would not prohibit the condominium form of ownership. While the term “condominium form of ownership” is undefined, the plain language of the statute is not ambiguous: it clearly refers to owning property as a condominium. A local regulation requiring common ownership does not prohibit a property owner from owning the primary dwelling and ADU as separate units of a condominium because nothing in state law requires separate ownership of all of the units of a condominium. In other words, the property owner would be free to make their primary dwelling and associated ADU into units of a condominium—they would just be required to own both units of the condominium, thus still allowing the condominium form of ownership.

Similarly, a local regulation requiring common ownership would not impose any requirement upon a condominium that it would not impose upon a physically identical development under a different form of ownership—regardless of how the ADU and primary dwelling were owned, the requirement of common ownership would apply the same.

Many cities in Washington have adopted local regulations requiring common ownership of primary dwellings and associated ADUs. Here are some examples:

Bellingham Municipal Code Section 20.28.100.B.8:

The [detached accessory dwelling unit] may not be divided from the property ownership of the primary dwelling.

Bellevue Municipal Code Section 20.20.120.A.1 (Mercer Island Municipal Code Section 19.02.030.B.3 and Redmond Municipal Code Section 20C.30.35-030.4 use substantially the same wording):

Accessory dwelling units may not be subdivided or otherwise segregated in ownership from the primary residence structure.

Enumclaw Municipal Code Section 19.34.080:

The accessory dwelling unit, or the land on which the accessory dwelling unit is located, shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit or the land on which the principal dwelling unit is located.

Sequim Municipal Code Section 18.66.060.A:

Sale or ownership of such [accessory dwelling unit] separate from the primary residential unit is prohibited.

C. Can the City require owner occupancy of the primary dwelling or the ADU?

Yes. Many cities and counties in Washington have adopted local regulations requiring owner occupancy of the primary dwelling or ADU. Here are some examples:

Bothell Municipal Code Section 12.06.140.B.4.a states:

Either the primary dwelling unit or the accessory dwelling unit shall be occupied by an owner of the property or by an immediate family member of the property owner. The owner must occupy one of the dwelling units on the property for more than six months of each calendar year.

Bremerton Municipal Code Section 20.46.010.k:

The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit or the ADU as their permanent residence for all twelve (12) months of the year.

Pierce County Code Section 18A.37.120.A.2:

An ADU shall be converted to another permitted use or shall be removed if one of the two dwelling units is not owner occupied.

Sammamish Municipal Code Section 21A.20.030.B.5.a.(3):

The primary dwelling unit or the accessory dwelling unit shall be owner occupied.

Some jurisdictions have also adopted additional requirements meant to ensure that the owner-occupancy requirement is followed. For example, Pierce County Code Section 18A.37.120.D requires that a property owner seeking to establish an ADU must complete the following:

- An affidavit affirming that the owner will occupy the principal dwelling or the ADU and agreeing to all the general ADU requirements contained in the county code; and
- Prior to issuance of Building Permits, the owner occupant must record a notice on the property title acknowledging the existence of the ADU with the Pierce County Auditor. Such notice must be in a specific form, and the current form used by Pierce County is included as **Attachment B** to this memo.

D. Can the City require new ADUs sold separately from the primary dwelling to be sold as affordable housing?

Most likely. The Department of Commerce's ADU recommendations state that one of the purposes of allowing ADUs is to:

Make housing units available to moderate-income people who might otherwise have difficulty finding homes within the (city/county).

The City is required by state law to adopt these recommendations, but is given considerable flexibility in tailoring the recommendations to fit Bainbridge Island's unique needs. Arguably, limiting the sale of ADUs that have been subdivided or segregated from ownership of the primary dwelling to affordable housing would further an express purpose of ADUs: creating affordable housing. Such a limitation would need to be specifically tailored to the area in which it was to take effect. For example, BIMC 18.09.03.I.5.n currently limits new ADUs in the Mixed Use Town Center to only those permitted as part of a housing design demonstration project single-family subdivision. By way of illustration, the City could, arguably, similarly limit the sale of new ADUs sold separately from the primary dwelling in certain areas of the City to only those sold as affordable housing.

5. Conclusion

In summary, the City cannot adopt a local regulation prohibiting a property owner from making an ADU into a condominium. However, there are multiple avenues that the City can permissibly pursue to address or mitigate unwanted effects of such activity. These avenues include requiring:

- Common ownership of the primary dwelling and the ADU;
- Owner occupancy of the primary dwelling, ADU, or both; and
- ADUs sold separately from the primary dwelling be sold as affordable housing.

18.09.030.I.5. Accessory Dwelling Unit.

- a. An accessory dwelling unit (ADU) may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where permitted ("P") by this chapter.
- b. In the shoreline jurisdiction, an accessory dwelling unit may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where conditional ("C") pursuant to this chapter. See Chapter [16.12](#) BIMC for shoreline conditional use process.
- c. Only one accessory dwelling unit may be created per parcel.
- d. No variances shall be granted for an accessory dwelling unit.
- e. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.
- f. Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.
- g. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 900-square-foot limitation.
- h. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.
- i. No recreational vehicle shall be an accessory dwelling unit.
- j. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall not count towards the floor area of the ADU.
- k. The ADU shall share a single driveway with the primary dwelling.
- l. School impact fees and qualified exemptions from those fees as provided in Chapter [15.28](#) BIMC shall apply.
- m. All other applicable standards including, but not limited to, lot coverage, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met.
- n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single-family subdivision approved pursuant to BIMC [2.16.020](#).S.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:35 PM) Review and Assessment of Critical Area Regulations, BIMC Chapter 16.20 - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Discussion only.

SUMMARY:

At the City Council's April 16, 2019 study session, the Council requested that staff attend a future meeting to allow the Council to provide input related to the Critical Areas Ordinance Update Year One Evaluation prior to initiating the Planning Commission review.

FISCAL IMPACT:

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

BACKGROUND:

The City's update to its critical areas ordinance (CAO) has been in effect since April 23, 2018. Since the update included significant additions and revisions to both regulatory and permitting requirements, staff is conducting a review and assessment of the CAO to provide an analysis of identified strengths and weaknesses of the CAO and how it is supporting community goals.

Work to date includes an online user survey, an email survey of project applicants required to designate an Aquifer Recharge Protection Area (ARPA), a telephone survey with qualified professions (e.g., engineers, wetland biologists), review of permit data, and discussions with permit review staff. Additionally, City Staff presented the City Council-approved work plan and timeline to the Planning Commission at their May 9, 2019 regular meeting.

Preliminary survey results and major themes from Task 1 -- data gathering -- are summarized in the staff memorandum included with this agenda item.

The results of this work will be summarized in an evaluation and assessment report. Recommendations for actions to increase the efficiency, effectiveness, and equity of the critical areas ordinance will also be provided in the report. Staff anticipates minor code modifications will be recommended and that an ordinance revising Chapter 16.20 BIMC will be brought to the Planning Commission in August.

ATTACHMENTS:

[20190723 CC Staff Memo.docx](#)

[20190509 PC Staff Memo.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Department of Planning and Community Development

Memorandum

Date: July 23, 2019
To: City Council
From: Christy Carr, AICP
Senior Planner
Subject: Critical Areas Ordinance (CAO) Update Year One Review

This memorandum presents preliminary results and major themes that emerged to date from Task 1 – Data Gathering – and a summary of next steps.

Methodology

To support the CAO Update Year One Review staff is analyzing information obtained from:

- An on-line survey open to the public. The survey was widely advertised and included a mix of multiple choice and open-ended questions designed to elicit both quantitative and qualitative data related to user's experience and administration of the CAO. 74 responses.
- A series of telephone interviews with qualified professionals (geotechnical and civil engineers and wetland biologists). 7 interviews.
- An email and on-line survey sent only to critical area permit applicants required to designate an Aquifer Recharge Protection Area (ARPA) as part of their proposed development activity. 7 responses (sent to 24 applicants).
- Discussions with City permit review staff including specific suggestions for code clarifications or improvements; summaries of permitting procedures and practices; permit application forms and templates; and general feedback related to administration of the CAO.
- An audit of BIMC 16.20.
- Review of critical area permit data.

Survey and interview questions are provided at the end of this memorandum. Complete survey responses will be available in the CAO Update Year One Review Assessment Report.

Results and Major Themes

On-line Survey Results

- Less than half (46%) of the survey respondents had applied for a permit with a critical area review in the last year.
- The majority of permit applications were for trees and vegetation (39%), wetlands (32%), and ARPA (30%).
- All permit applications for trees and vegetation required additional review for one or more critical areas (e.g., wetlands, ARPA, geologically hazardous areas).
- Most survey respondents who had applied for a permit had used the City's online GIS mapping portal.
- Almost half (44%) of survey responses did not think the critical area review was processed in a timely manner.
- A large majority (72%) of survey respondents do not think information about critical areas is easily available and understandable.
- Survey respondents were generally split (40% neither agree or disagree vs. 46% disagree or strongly disagree) as to if City staff is knowledgeable about the critical areas ordinance and answers questions satisfactorily.
- The trees and vegetation and ARPA sections of the code were noted as the most challenging to read, understand, and use. Sections related to exemptions, review process, and existing development were also noted as challenging.
- Improving code language (clarify, simplify, etc.) was noted as the best way to improve the user experience of the CAO. Other methods supported by survey respondents include improving staff knowledge and/or responsiveness, improving permit review turn-around time, and providing additional resource materials (FAQs, other handouts).

On-line Survey Major Themes

- Opposition and objections to the ARPA heard during the CAO Update process with no feedback on specific user experience.
- A sense of "over regulation" and general confusion related to the CAO.
- CAO has made it difficult to impossible – and too expensive -- to develop on the island at any scale.
- Support for the CAO and environmental protection in general.
- Lack of consistency and predictability with staff's interpretation and application of code language.
- CAO is too complicated and challenging to understand.
- CAO should treat restoration projects and trails differently than other development.
- Accessible (user friendly, laymen's terms) information is not readily available.

Qualified Professionals Interview Results and Major Themes

- For the most part, professionals feel the CAO Update is an improvement over the old CAO. Specifically, the new steep slope setbacks and factors of safety in the geologically hazardous section and the mitigation and intensity of land use requirements in the wetland section were noted as good improvements.

- Specific examples of potential improvements were provided including revisions to buffers for Type F streams, revisions to submittal and review process for geotechnical reports and ARPA, better defining native vegetation, and clarifying exemptions.
- Handouts with simplified explanation of code and example drawings would be helpful for public.
- Particularly early on, staff had different interpretations of the code.

ARPA Applicants Results and Major Themes

- For the most part, ARPA requirements and the process for designating the ARPA were clear to applicants. Survey respondents acknowledged that that it is a new process and stated that staff was very helpful when they had questions.
- Changes to a proposed site plan (e.g., change in location or configuration of buildings, driveway, or utilities) as a result of the ARPA requirement ranged from no; not much; yes, a little; and changed the whole building envelop and location.
- Three survey respondents reported that the ARPA requirement added time and money to their review process. (Note: There is no permit fee or technical report requirement for the ARPA. Since applicants may first receive City feedback related to the ARPA at the Site Assessment Review [stormwater] phase of a project, they may associate design and construction costs required by the City's stormwater code with ARPA requirements.)
- Two survey respondents noted generally that the ARPA is an unneeded extra layer of review and too much control of private property.

Next steps

Staff will complete analysis of the information obtained in the data gathering phase and prepare a CAO Update Year One Review Assessment Report. The report will include an analysis of identified strengths and weaknesses of the CAO and staff's recommendations on how to modify code language and administration of the CAO (BIMC 16.20) to improve outcomes and the development review process.

Pending City Council input, the CAO Update Year One Review Assessment Report and recommended revisions to BIMC 16.20 will presented to the Planning Commission in August.

Staff anticipates that potential revisions to code language and administration of the CAO may include:

- Clarify/simplify standards for existing development
- Clarify ARPA language (e.g.; allowed uses, what is native vegetation, when to use stewardship plan, design standards)
- Consider separate ARPA requirements for redevelopment vs. new development
- Revisit RUE decision criteria and submittal requirements
- Revisit stream buffers for historic streams (e.g.; culverts, ditches)
- Clarify geologically hazardous area language (redevelopment vs. new development, minor corrections)
- Clarify and improve compliance and enforcement section
- Update report requirements for geologically hazardous areas and wetlands
- Streamline recording process
- Develop handouts with examples/pictures/diagrams to explain and illustrate regulations
- Improve tracking of required mitigation monitoring

ON-LINE SURVEY (OPEN TO PUBLIC)

Have you applied for a permit with a critical area review in the last year?

Yes
No

What type of critical area review was required (check all that apply)?

Exemption
Buffer modification
Trees and vegetation
Aquifer Recharge Protection Area (ARPA) designation
Fish and wildlife conservation areas/streams
Geologically hazardous area (e.g., steep slope)
Wetlands
None

As part of your process, did you use the City's online GIS mapping portal?

Yes
No
N/A

The critical area review was processed in a timely manner.

Strongly agree
Agree
Disagree
Strongly disagree
N/A
Comments:

Information about critical areas is easily available and understandable.

Strongly agree
Agree
Disagree
Strongly disagree
Comments:

In general, City staff is knowledgeable about the critical areas ordinance and answers my questions satisfactorily.

Strongly agree
Agree
Disagree
Strongly disagree
Comments:

The following sections of the critical areas ordinance are the most challenging to read, understand, and use (check all that apply):

Exemptions
Review process/Submittal requirements
Existing development
Trees and vegetation
Aquifer recharge protection areas
Fish and wildlife conservation areas/streams
Geologically hazardous area (e.g., steep slope)
Wetlands
Other:

The following would improve the user experience of the critical areas ordinance (check all that apply):

Improve code language (clarify, simplify, etc.)
Provide in-person information sessions
Provide additional resource materials (FAQs, other handouts)
Improve permit review turn-around time
Improve staff knowledge and/or responsiveness
Other:

Please provide additional comments related to your experience with the critical areas ordinance.

QUALIFIED PROFESSIONALS INTERVIEW QUESTIONS

- Which sections of the CAO do you use regularly?
- What type of reports or permit materials do you provide clients?
- Do you submit permit applications on your client's behalf?
- Is there anything about the CAO you feel works really well, or is an improvement over the old CAO?
- Is there anything that was made worse by the CAO updated?
- Is staff generally knowledgeable and helpful regarding the CAO?
- Is information about the CAO easily available?
- What specific improvements or changes would you suggest?
- Any other comments?

ARPA SURVEY QUESTIONS

- Were the ARPA requirements and process for designating the ARPA clear to you? Was staff knowledgeable and responsive when you had questions?
- Did the ARPA requirement result in changes to your site plan (e.g., change in location or configuration of buildings, driveway, or utilities)?
- Did the ARPA add time or cost to your project?
- Did you hire a professional (e.g., engineer, arborist) to assist you with the ARPA designation?



Department of Planning and Community Development

Memorandum

Date: May 9, 2019
To: Planning Commission
From: Christy Carr, AICP
Senior Planner
Subject: Critical Areas Ordinance Review and Assessment

Introduction

The City's update to its critical areas ordinance (CAO) has been in effect since April 23, 2018, almost one year. Since the update included significant additions and revisions to both regulatory and permitting requirements, staff is conducting a review and assessment of the CAO to provide an analysis of identified strengths and weaknesses of the CAO and how it is supporting community goals. It is anticipated the review and assessment will evaluate the following:

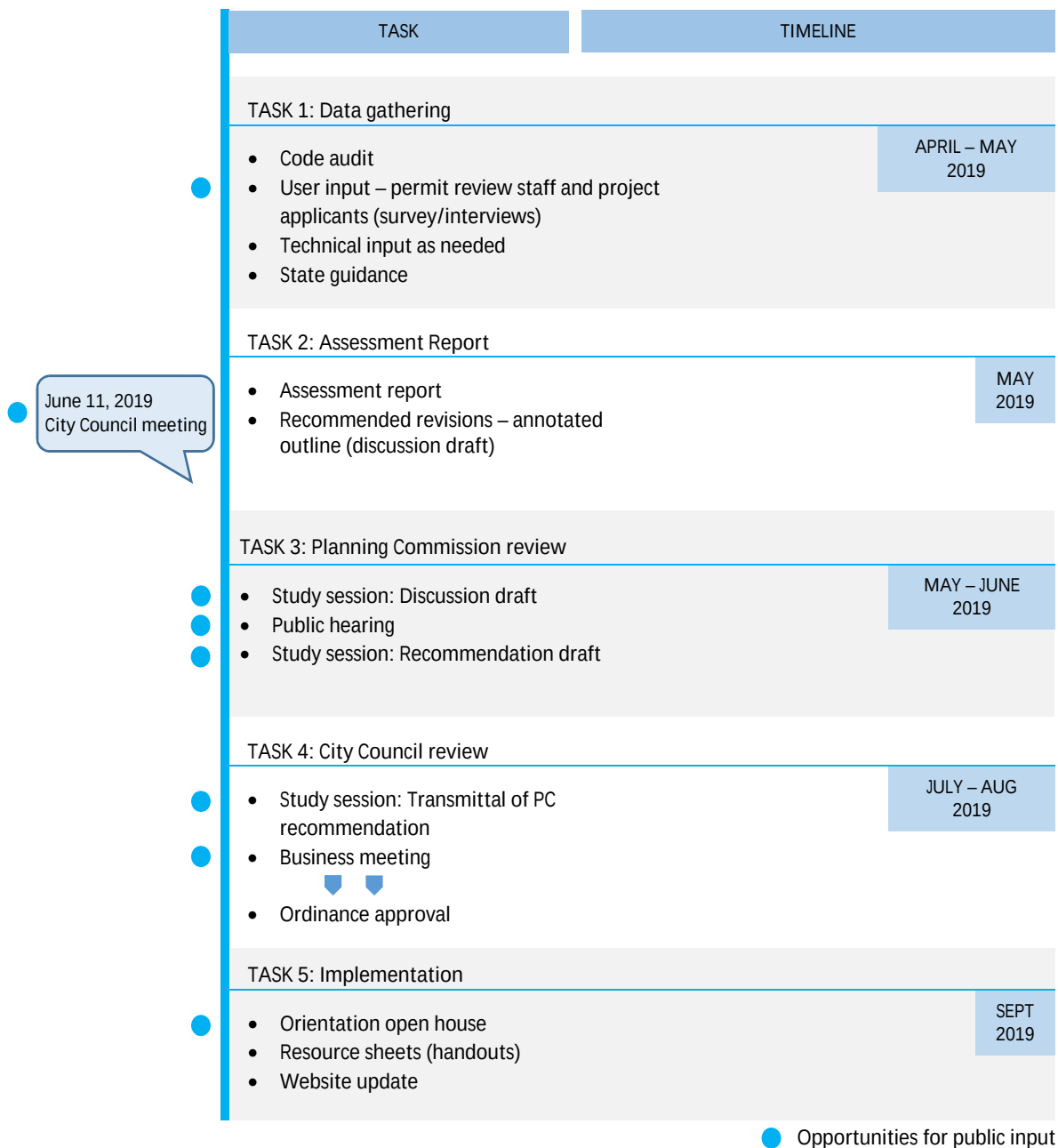
- Ways in which the CAO is working well;
- Ways in which the CAO is ineffective or difficult to use;
- Alternatives to improve the development review process;
- Consistency with other City policies and regulations, including code compliance; and
- Revisions related to new state guidance.

Citizens and key stakeholders will have opportunities for meaningful input and additional input will be gathered from the City Council, Planning Commission, and permit review staff.

A "do over" of the CAO is not proposed. Staff anticipates any proposed revisions will be specific and targeted rather than broad or policy-oriented and focused largely on implementation effectiveness since not enough time has passed to evaluate effectiveness in terms of critical area protection or function. Specifically, the review and assessment will not include:

- Revisiting best available science
- Revising specific standards (e.g., wetland buffers, landslide hazard setbacks)
- Reporting on status and trends of ecological parameters or critical area functions

The work plan and timeline are provided below.



Status of Review

Task 1, Data Gathering, is currently underway. This includes monitoring a live [user survey](#) and gathering additional user input from permit review staff and a random sample of project applicants. At their April 2, 2019 study session, the City Council requested that staff attend a future meeting prior to initiating Planning Commission review. This City Council meeting is scheduled for June 11, 2019.

Staff anticipates bringing the assessment report and discussion draft to the June 13, 2019 Planning Commission meeting.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:50 PM) Ordinance No. 2019-03, Relating to Subdivision Update - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Continued discussion and set public hearing for August 27, 2019.

Suggested Motion:

I move to set a public hearing on Ordinance No. 2019-03 for August 27, 2019.

SUMMARY:

Allow the City Council an opportunity to provide staff final direction prior to finalization of the public hearing draft. Staff proposes holding the public hearing on August 27, 2019.

FISCAL IMPACT:

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

BACKGROUND:

The Planning Commission's recommended draft of the subdivision update has been discussed at five study sessions on March 19, April 2 and 16, and May 7 and 28, 2019. In general, the City Council completed its substantive discussion regarding the subdivision update at the May 28, 2018 meeting. Following the Council's last review, the proposed ordinance was reviewed internally by the current planning team. The purpose of tonight's agenda item is to allow the Council an opportunity to refresh on the topic and to provide direction to

staff prior to finalization of the public hearing draft. Staff anticipates that the Council will set a public hearing for August 27, 2019.

ATTACHMENTS:

[20190723 CC Staff Memo Subdivision Update.docx](#)

[Ord 2019-03.docx](#)

[Ord 2019-03 Exhibit A.docx](#)

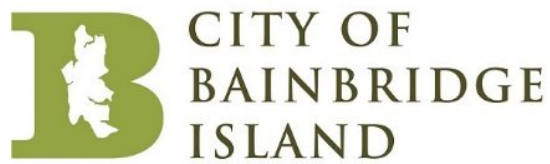
[Ord 2019-03 Exhibit B.docx](#)

[Ord 2019-03 Exhibit C.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Department of Planning and Community Development

Memorandum

Date: July 23, 2019
To: City Council
From: Christy Carr, AICP
Senior Planner
Subject: Ordinance 2019-03: Subdivision Update

Introduction

The Planning Commission's recommended draft of the subdivision update has been discussed at five study sessions on March 19, April 2 and 16, and May 7 and 28, 2019. In general, the City Council completed its substantive discussion regarding the subdivision update at the May 28, 2018 meeting. Following Council's last review, the proposed Ordinance was reviewed internally by the current planning team. The purpose of tonight's agenda item is to allow City Council an opportunity to refresh on the topic and to provide direction to staff prior to finalization of the public hearing draft. Staff anticipates the City Council will set a public hearing for August 27, 2019.

Changes to the May 28, 2019 draft – the last draft seen by City Council – are shown in blue strikethrough/underline text, highlighted in yellow, in Exhibit A to Ordinance 2019-03. Several new definitions were added to Exhibit B (BIMC 17.28, Definitions). A summary of these changes is provided in the table below. Straightforward clerical edits are not addressed.

Page	Section	Summary of Change
1-2	17.12.040	- The word “only” was added to clarify that a departure may be requested only by the applicant. The City Council directed staff to remove from the Planning Commission’s recommended draft the ability for the City to request a departure. Permit review staff felt further clarification was needed to underscore that the Design Review Board and/or members of the public could not request a departure. - Additional clarifying language was also added related to the departure process.
3	17.12.050.A.2	- Tree unit requirements were deleted from Primary Natural Areas since trees retained under landscaping requirements do not necessarily need to be located within the natural area. - Freestanding landmark trees were added to Primary Natural Areas since the landmark tree ordinance does not apply island-wide and there is no other mechanism (outside of perimeter and roadside buffers) to require retention of landmark trees within subdivisions. “Mature woodlands” was changed to “Mature trees and shrubs” because there is already a definition for the latter. This definition (located in BIMC 18.36) was revised to exclude invasive and noxious species.
3	17.12.050.A.3	- The sentence “buffer modifications or setback reductions may be used” was added to clarify that these critical area allowances may be used within subdivisions. Given the amount of natural area that may be required on a site when critical areas are present, some properties may not be able to achieve the allowed density, which is not a change from the City’s current regulations. <i>Staff requests City Council input on whether or not critical area buffer modifications or setback reductions should be able to be used, and in what scenarios. For example, only to achieve allowable (maximum) density? To achieve “reasonable” density?</i> - The sentence “This may result in no subdivision being permitted or a subdivision with less than the maximum number of lots allowed in accordance with Table 17.12.070-1” was added to clarify that constrained lots may not be able to achieve allowable density. - A change was made to allow critical areas and their buffers and setbacks on individual lots, which is consistent with the City’s current regulations.
4	17.12.050.A.4	Several changes were made to the language related to ARPAs within subdivisions for clarification. In effect, the revised language is intended to say that (1) an ARPA in a subdivision has

Page	Section	Summary of Change
		to meet the same standards as an ARPA outside a subdivision and (2) the total development area allowed is not 12,500 square feet per lot, it is – in aggregate – 12,500 square feet for each lot allowed. This means that site disturbance outside of individual lots must be included in the overall development area.
7	17.12.050.B.3	New language added to state community space shall not included perimeter or roadside buffers. This is added because it is unlikely that these buffers would meet the objectives of community space as stated in 17.12.050.B.1.
8	17.12.070.A	Language related to constrained lots was revised to clarify that some properties may not be able to subdivide or subdivision may not be able to achieve maximum number of allowable lots.
10	17.12.070.L	Clarifying language was added to the fencing standards.
10	17.12.070.N	- The sentence “Perimeter buffers are not required along dedicated public rights-of-way” was added to differentiate perimeter and roadside buffers. - An exception for properties less than one acre was added (i.e., subdivisions with less than one acre do not required perimeter buffers)
16	Table 17-12-070-2	“Zero homesite boundary” was added to setbacks for houses less than 1,600 square feet - Term “subdivision access road” was added instead of “all other streets” or “local access road.” Definition of new term included in Exhibit B (BIMC 17.28) - Some numbers changed for consistency.
APPENDIX B – BIMC 17.28 (Definitions)		
New definitions:		- Driveway - Mature trees and shrubs - Scenic view/viewshed - Shared garage - Subdivision access road

ORDINANCE NO. 2019-03

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to subdivision standards, revising Title 17, repealing Chapter 17.12, and adopting an updated Chapter 17.12, repealing Table 18.12.020-1, and revising Chapter 18.09.030, 18.12.040, 18.15.005, 18.15.010, 18.15.020, **18.36.030**, and 18.18.030, of the Bainbridge Island Municipal Code.

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 expressed 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, and desires to revise development regulations to best accommodate growth and development in both general and specific ways; and

WHEREAS, Ordinance No. 2018-02 imposed a temporary six-month moratorium on the acceptance of certain development, stating the City Council’s concerns regarding likely adverse impacts related to growth and development under existing regulations; 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, a number of priorities to address the items at issue in the moratorium were identified at a joint meeting of the City’s Design Review Board and Planning Commission on February 22, 2018, including the following:

- (1) Initiate rewrite of subdivision design standards (Chapter 17.12 BIMC);
- (2) Identify specific development standards to review/revise (Chapters 18.12 and 18.15 BIMC); and
- (3) Consider alternatives and identify preference for design guidelines framework.

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

WHEREAS, on April 2 and 23, May 5 and 21, June 4, August 6 and 13, September 4 and 17, and October 15, 2018, the City’s Design Review Board discussed alternatives for subdivision review procedures and subdivision design guidelines; and

WHEREAS, on March 22, May 5 and 10, June 7, 14, and 21, July 12 and 26, August 9, 23, and 30, September 13 and 27, October 25, November 8 and 29, and December 13, 2018, as well as on January 10, and February 13 and 28, 2019, the City's Planning Commission discussed alternatives for revisions to the City's subdivision review procedures, design guidelines, and standards; and

WHEREAS, each of the thirty-one Design Review Board and Planning Commission meetings included an opportunity for public comment; and

WHEREAS, the Planning Commission held a public hearing on Ordinance 2019-03 on February 13, 2019, which was continued to February 28, 2019; and

WHEREAS, City staff forwarded the Planning Commission's recommendations related to the subdivision update to the City Council for consideration at the Council's March 19, 2019 regular study session; and

WHEREAS, the City Council previously reviewed and considered the subdivision update at regularly scheduled meetings on September 4 and 11, October 9, and December 4, 2018; and

WHEREAS, the City Council considered this ordinance at its meetings on March 19, 2019, as well as meetings on April 2 and 16, May 28, 2019, **and July 23** [note: this will be revised based on Council activity]; and

WHEREAS, the City issued a State Environmental Policy Act ("SEPA") Determination of Non-Significance for this Ordinance No. 2019-03 on March 1, 2019; and

WHEREAS, the City notified the Department of Commerce on February 25, 2019 of its intent to revise its development regulations relating to subdivisions; and

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

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

Section 1. Section 17.04.010 of the Bainbridge Island Municipal Code is hereby amended as follows.

A. The purpose of this title is to regulate the division of land into short subdivisions, long subdivisions, and large lot subdivisions ~~to promote the public health, safety and general welfare of the citizens of the city in accordance with state law and the city's comprehensive plan. To carry out this purpose and further the comprehensive plan policies addressing residential subdivision of land, this title establishes a flexible lot process for short and long subdivisions that promotes the preservation and consolidation of open space and clustering of development within residential subdivisions. This process facilitates the fair and predictable division of land,~~

~~maintains the current character of the city, encourages efficient and cost-effective provisions for infrastructure, limits the development impact area, minimizes impervious surface area and provides for greater flexibility in the division and establishment of residential lots, in a manner consistent with the established zoning classifications for residential and other uses, in order to promote the public health, safety, and general welfare of citizens. In accordance with state law and the city's comprehensive plan, this title establishes a planning process for short and long residential subdivisions that promotes the preservation and consolidation of natural areas and the clustering of homes, in order to facilitate the fair and predictable division of land, limit the environmental impacts of development, achieve efficient and cost-effective provisions for utilities and infrastructure, and maintain the current character of the city.~~

~~B. A further purpose of this title is to:~~

- ~~1. Prevent the overcrowding of land;~~
- ~~2. Lessen congestion in the streets and highways;~~
- ~~3. Provide for adequate light and air;~~
- ~~4. Facilitate adequate provision for water, sewage, storm water drainage, parks and recreation areas, sites for schools and school grounds and other public requirements;~~
- ~~5. Provide for proper ingress and egress;~~
- ~~6. Provide a variety of housing opportunities; and~~
- ~~7. Maintain the quality of life of the city.~~

~~C. Through this title, the city will also allow for the subdivision of land for nonresidential, multifamily, and mixed use, and accomplish uniform monumenting of land divisions and conveyance by accurate legal description.~~

~~D. An additional purpose of this title is to provide criteria for summary administrative approval of boundary line adjustments that satisfy public concerns of health, safety and welfare, or where arranging or rectifying boundary lines is otherwise requested.~~

~~E.~~B. A ~~final~~final purpose of this title is to comply with the provisions of RCW Title 58 (Boundaries and Plats) or its successors, and other applicable law of Washington State, and no provision of this title shall be interpreted to authorize or require actions inconsistent with those laws. (Ord. 2011-02 § 2 (Exh. A), 2011)

Section 2. Section 17.04.020 of the Bainbridge Island Municipal Code is hereby amended as follows.

B. Location of Review and Approval Procedures and Application Materials. The procedures for approval of short, long, large lot, nonresidential, and multifamily subdivisions, as well as the vesting of rights related to those types of approvals, are set forth in BIMC Title 2 (Administration and Personnel). All such provisions require consistency with the requirements of RCW Title 58 (Boundaries and Plats) or its successors as applicable to the type of land division

being proposed. Required application materials are provided in the Bainbridge Island administrative manual.

~~E. Application Materials. Materials required to be submitted with an application for a short or long subdivision, subdivision, large lot subdivision, nonresidential or multifamily subdivision or boundary line adjustment are available in the Bainbridge Island administrative manual.~~

Section 3. Section 17.08.020 of the Bainbridge Island Municipal Code is hereby amended as follows.

~~H. Short subdivisions shall not be used, either by a person alone or by persons acting together, at one time or over a period of time, as a means to circumvent compliance with the more stringent subdivision requirements that control the subdivision of land into five or more lots. When an application for a short subdivision is filed within five years after the approval of a short subdivision on a contiguous land parcel, a presumption of an attempt to circumvent short subdivision requirements may be invoked by the director as a basis for further investigation to assure compliance with the intent of this provision. (Ord. 2011-02 § 2 (Exh. A), 2011)~~

Section 4. Chapter 17.12 of the Bainbridge Island Municipal Code is hereby repealed.

Section 5. An updated Chapter 17.12 of the Bainbridge Island Municipal Code is hereby adopted, as set forth in Exhibit A and as incorporated herein.

Section 6. Chapter 17.28 of the Bainbridge Island Municipal Code is hereby amended as set forth in Exhibit B and as incorporated herein.

Section 7. Chapter 18.09.030.B.1 of the Bainbridge Island Municipal Code is hereby amended as follows.

~~b. In the Mixed Use Town Center District, existing Ssingle-family dwellings in the Mixed Use Town Center: are subject to R-4.3 zoning development standards.~~

~~i. Except for new single family residences constructed pursuant to subsection B.1.b.ii of this section, only single family dwellings that were in existence and being used as such prior to the enactment of Ordinance 96-08 are allowed; existing single family dwellings are subject to R-4.3 zoning development standards.~~

~~ii. In the Mixed Use Town Center, any new single family residences proposed after the enactment of Ordinance 2010-09 shall only be allowed through an approved subdivision that qualifies as a housing design demonstration project pursuant to BIMC 2.16.020.S. Properties with frontage along Winslow Way between Madison Avenue and State Route 305, excepting flag lots, must include a retail and/or commercial component. Solely residential development is not allowed in this area.~~

Section 8. Table 18.12.020-1, *Flexlot Subdivision Dimensional Standards for Residential Zone Districts*, is hereby repealed.

Section 9. Chapter 18.12.040 of the Bainbridge Island Municipal Code is hereby amended as follows.

A. Permitted Setback/Height Modifications. Minimum and maximum setbacks and maximum heights established in Tables 18.12.020-1, 18.12.020-2, and 18.12.020-3 and in BIMC 18.12.030 may be encroached as set forth in Table 18.12.040 and may also be modified by applicable provisions of adopted fire codes, the shoreline master program, and/or the building code. These modifications are not permitted in required perimeter or roadside buffers.

Section 10. Section 18.15.005 of the Bainbridge Island Municipal Code is hereby amended as follows.

G. ~~Chapter BIMC 17.12 BIMC, 030, flexible lot design open space/cluster general subdivision~~ standards; BIMC 17.20.020, dedication of land for parks and open space facilities;

Section 11. Table 18.15.010-1, *Landscape Requirements by Zone District*, of the Bainbridge Island Municipal Code is hereby amended as follows.

Landscape Requirements for Land Uses and Districts	Significant Tree and Tree Stand Retention	Perimeter Landscape	Roadside Buffer	Parking Lot Landscaping	Total Site Tree Unit Requirements	Planting Requirements	Irrigation	Maintenance
Single-Family Residential Short Plats and Subdivisions	X	X (Cluster Subdivisions Only)	X	-	-	X	X	X

Section 12. Table 18.15.010-3, *Perimeter Landscaping Requirements by Land Use and Zoning District*, of the Bainbridge Island Municipal Code is hereby amended as follows.

Abutting Zoning or Land Use District	Perimeter Landscape Type	Perimeter Width (ft.)	Minimum Perimeter Width (ft.)
Short Plats and Subdivisions in Residential Zoning Districts [1]			
Residential subdivision in the R-0.4, R-1, and R-2 districts (cluster option only)	Edge Planting Standard	25	25
Multifamily subdivision in the R-2, R-1, and R-0.4 zoning districts (cluster option only)	Full Screen	25	25
Park and conservation land buffer: applies to all single-family subdivisions (OS) [2]	Edge Planting Standard	25	25
Winslow Town Center Mixed Use District [3] [1]			
Non-B/I	Full Screen [4] [2]	50	35
[1] — Properties with less than one acre being subdivided are not subject to perimeter buffer requirements. [2] — (OS) indicates that the buffer may be calculated in the required open space area for the subdivision. [3] [1] For perimeter landscaping requirements in the ferry terminal district transition area, north of Winslow Way, reference BIMC 18.12.030.C. [4] [2] This perimeter buffer applies even when a private access road separates a B/I property from non-B/I property.			

Section 13. Section 18.15.010.D. of the Bainbridge Island Municipal Code is hereby amended as follows.

3. ~~Perimeter Buffers in Residential Cluster Short Subdivisions, Cluster Long Subdivisions, and Multifamily Subdivisions in the R-2, R-1, and R-0.4 Zoning Districts.~~ for residential and commercial subdivisions are required pursuant to BIMC 17.12.060.N. The buffers shall be pursuant to the standards set forth in subsection D.4 of this section. The tree retention, replacement, and protection standards of subsection C of this section apply to perimeter buffers for residential and commercial subdivisions.

- a. ~~When the cluster development option is selected pursuant to BIMC 17.12.030.B for property with a gross area of one acre or more and that is located in the R-0.4, R-1, R-2 and R-2.9 districts, a 25-foot wide, edge planting standard landscape perimeter shall be required along the subdivision boundary.~~
- b. ~~When the cluster development option is selected pursuant to BIMC 17.12.030.B for property with a gross area of one acre or more and that is located in the R-3.5, R-4.3, R-5, R-6, R-8, and R-14 zone districts, a 10-foot wide, edge planting standard landscape perimeter shall be required along the subdivision boundary.~~
- c. ~~In order to buffer the visual impact of the proposed subdivision and protect off-site views, additional landscaping shall be planted within landscape perimeter buffers where mature trees and shrubs cannot provide such screening, pursuant to subsection D.4 of this section.~~
- d. ~~Required landscape buffer width may be reduced through buffer averaging in accordance with the criteria in subsection D.5 of this section, perimeter landscape requirements. For example, buffers may be adjusted when such adjustments contribute to the neighborhood character by incorporating significant trees and native vegetation, incorporate a unique landscape feature, or accommodate a unique situation that allows continuation of an existing use, such as a utility or other easement providing continued use.~~
- e. ~~Landscape buffers may be included in the required open space calculations for a subdivision as noted in Table 18.15.010-3. Table 18.15.010-3 depicts the landscape buffer requirements for subdivisions by zoning district and denotes when the buffer may be included in the open space calculations. These standards apply unless alternative buffers are required pursuant to critical area review, the requirements of the Shoreline Management Act, conditioned by SEPA review, or required for public health or safety reasons.~~
- f. ~~When a multifamily subdivision is created within the R-2, R-1, and R-0.4 zoning districts, a 25-foot wide, full screen landscape perimeter shall be required along the subdivision boundary~~

Section 14. Section 18.15.010.E. of the Bainbridge Island Municipal Code is hereby amended as follows.

2. Roadside Buffers for Residential and Commercial Subdivisions are required pursuant to BIMC 17.12.070.O. ~~Roadside buffers are required for both residential and commercial subdivisions—see Table 18.15.010-4. The type and width of the required buffer varies by the type of roadway the subdivision is adjacent to, as well as the condition of the existing roadside vegetation.~~ The buffers shall be pursuant to the standards set forth in subsection D.4 of this section ~~and Table 18.15.010-4.~~ The tree retention, replacement, and protection standards of subsection C of this section apply to roadside buffers for residential and commercial subdivisions. These requirements do not apply to projects involving only interior renovations of existing buildings.

a. ~~Roadside Buffer General Requirements.~~ All residential subdivisions and short subdivisions subject to landscape buffering requirements shall comply with the standards in this subsection, including those in Table 18.15.010-4.

b. ~~Roadside Buffers in Residential Short Subdivisions.~~

i. ~~Except for properties containing a gross area of less than one acre, on a property located adjacent to public roads that are designated as collector or arterial roads on the adopted road classification map, a 25-foot wide vegetative buffer shall be maintained. However, in the R-3.5, R-4.3, R-5, R-6, R-8 and R-14 districts a roadside buffer is not required unless it is determined that a landscape buffer is necessary to maintain the character of the neighborhood or to reflect neighboring development patterns.~~

ii. ~~Where there are no mature trees and shrubs that contribute to the existing forested character of these roads, the character of the neighborhood shall be maintained by establishing building setbacks equal to or greater than the existing building setbacks on the adjacent properties. At no point shall the building setback be less than requirements in this title.~~

iii. ~~To accommodate an existing house that is located within 25 feet of the property line adjacent to a collector or arterial road, the roadside buffer area width shall be reduced to the width adjoining the existing home between the existing house and the property line adjacent to the collector or arterial road.~~

c. ~~Roadside Buffers in Residential Long Subdivisions.~~

i. ~~For subdivisions located in the R-0.4, R-1, R-2 and R-2.9 districts located adjacent to public roads that are designated as collector or arterial roads on the adopted road classification map, a 25-foot wide vegetative buffer shall be maintained. In the R-3.5, R-4.3, R-5, R-6, R-8, and R-14 districts a roadside buffer is not required unless it is determined that a landscape buffer is necessary to maintain the character of the neighborhood or to reflect neighboring development patterns.~~

ii. ~~For property with a gross area of one acre or more and that is located in districts R-0.4, R-1, R-2 and R-2.9, where there is no existing vegetation that contributes to the existing vegetation character of the roads, a 25-foot full screen landscape buffer shall be planted consistent with the requirements of subsection D.4.a of this section, except as noted below in this subsection.~~

iii. ~~To accommodate an existing house that is located within 25 feet of the property line adjacent to a collector or arterial road (or within 25 feet of such a property line if subsection E.2.c.ii of this section applies), and to maintain the character of the neighborhood and reflect neighboring development patterns, the roadside buffer area width~~

~~shall be reduced to the width adjoining the existing home between the existing house and the property line adjacent to the collector or arterial road. At no point shall the building setback be less than requirements in this title.~~

~~iv. For subdivisions designating open space that is intended for agricultural use and would be adversely impacted by the addition of screening landscaping, a 25-foot roadside buffer as prescribed in subsection E.2.c.ii of this section shall not be required.~~

~~d. Roadside Buffers in Multifamily and Commercial Subdivisions. A minimum 50-foot vegetative buffer shall be established adjacent to all designated scenic roads. The buffer shall be consistent with the requirements for a full screen buffer, pursuant to subsection D.4.a of this section.~~

~~e. Multiple Street Frontages. For properties subject to the roadside buffers requirement along two property boundaries, the roadside buffer abutting the street with the lower classification may be reduced to 25 feet in width. For properties that abut more than two streets requiring roadside buffers or in situations where both abutting streets are of the same road classification, one roadside buffer of the full required width shall be required and all other roadside buffers may be reduced to 25 feet; provided, that the full required width buffer is located where a greater number of significant trees can be incorporated into the buffer.~~

Section 15. Table 18.15.010-4, *Roadside Buffer Requirements by District and Land Use*, of the Bainbridge Island Municipal Code is hereby amended as follows.

Existing Zoning/Use	Adjacent Right-of-Way Type	
	Right-of-Way (not including Highway 305)	Highway 305
Residential Subdivision in the R-0.4, R-1, R-2, and R-2.9 Districts [4]	25' Full Screen or maintain existing vegetation within 25' buffer (OS) [5][6]; Applies only to collectors and arterial roads	
Residential Subdivision in the R-3.5, R-4.3, R-5, R-6, R-8, and R-14 Districts [4]	No requirement unless necessary to reflect neighboring development patterns (OS) [5]; Applies only to collectors and arterial roads	

[1] All roadside buffers shall be planted if not already existing.

[2] For perimeter landscaping requirements in the ferry terminal district transition area, north of Winslow Way, reference BIMC [18.12.030.C](#).

Existing Zoning/Use	Adjacent Right-of-Way Type	
	Right-of-Way (not including Highway 305)	Highway 305
[3] Beginning 100' north of Winslow Way. [4] Properties being subdivided with less than one acre are not subject to roadside buffer requirements. [5] (OS) indicates that the buffer may be calculated in the required open space area for open space subdivision. [6] Existing vegetation must remain in the 25-foot buffer area. When existing vegetation does not constitute a full screen, the applicant will not be required to plant a full screen. If existing vegetation within the 25-foot buffer area does constitute a full screen, but dense vegetation is not part of the neighborhood character, then the applicant may choose between maintaining a 25-foot full screen roadside buffer, or averaging that buffer to retain trees and vegetation elsewhere on the property and eliminating the roadside buffer.		

Section 16. Section 18.15.020.D. of the Bainbridge Island Municipal Code is hereby amended as follows.

3. Parking spaces serving dwelling units shall be located on the same lot with the building they serve, except in subdivisions where parking spaces may be located on a separate lot or tract. In the central core, gateway, and ferry terminal districts, one parking space per unit shall ~~must~~ be located on site and any additional spaces may be located off site. All off-site spaces shall be within a 1,000-foot radius of the edge of the development parcel and shall ~~must~~ be acquired through fee-in-lieu, fee simple ownership, or a leasehold permanently linked to the unit.

Section 17. Section 18.36.030. of the Bainbridge Island Municipal Code is hereby amended as follows.

161. "Mature trees and shrubs" means vegetation, with well-established root systems, that provides a predominantly continuous cover. Mature trees and shrubs do not include invasive species as listed in BIMC 16.20.090.B.3.

Section 187. Section 18.18.030 of the Bainbridge Island Municipal Code is hereby amended as follows.

A. ~~Detached Single Family Residential Developed Using the R-8SF Urban Single Family Overlay District. Detached single family residential developed in accordance with the R-8SF urban single family overlay district transfer of development rights program shall comply with those regulations contained in “Design Guidelines for R-8SF Urban Single Family Overlay District” if they want to develop at overlay zone densities. Residential subdivision development in all zoning districts except the Neighborhood Center and Mixed Use Town Center districts shall comply with those regulations contained in “Design Guidelines for Residential Subdivisions” as set forth in Exhibit C and incorporated herein.~~

Section 198. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 2019. This ordinance shall take effect and be in force five (5) days after its passage, approval, and publication as required by law.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	March 14, 2019
PASSED BY THE CITY COUNCIL:	_____, 2019
PUBLISHED:	_____, 2019
EFFECTIVE DATE:	_____, 2019
ORDINANCE NUMBER:	2019-03

Chapter 17.12

SUBDIVISION STANDARDS

17.12.010 Applicability

This chapter sets forth standards for short subdivisions, long subdivisions, large lot subdivisions, and nonresidential and multifamily subdivisions. Specific requirements relevant to each individual type of subdivision are provided throughout various chapters of this title.

17.12.020 Subdivision Design Guidelines

****To be updated pending final design guidelines.****

All residential subdivisions outside the Neighborhood Center and Mixed Use Town Center zoning districts shall comply with those design guidelines contained in “Design Guidelines for Residential Subdivisions” set forth in BIMC 18.18 and its reference documents, which are adopted as part of this title by reference.

The purpose of subdivision design guidelines is to define the qualities of subdivisions that meet the guiding principles, goals, and policies of the city’s Comprehensive Plan and to serve as a tool for guiding individual projects to meet those expectations through the city’s land use review procedures. The design guidelines offer reference points for the public to participate in discussions of new subdivisions, and they allow applicants flexibility in meeting development standards and zoning requirements. An applicant may be granted a departure from the design guidelines by demonstrating that an alternative design better meets the intent of the design guidelines.

17.12.030 Four-Step Design Process

The city’s approach to planning for subdivisions requires a four-step process that gives the highest priority to identification and conservation of existing natural site features. This process reverses the conventional site planning approach, which typically begins by laying out the streets, lot lines and building footprints. Instead of first identifying the areas to be cleared for development, the design process begins by analyzing on-site resources and the site’s relationship to surrounding properties, in order to identify what resources are most worthy of preservation and what areas can best accommodate development.

This design process is required for all residential subdivisions. The process is further defined in BIMC 2.16.125.D; it consists of four steps: 1) Delineate Natural Area; 2) Locate Homesites and Community Space; 3) Define Access; and, 4) Draw Lot Lines.

17.12.040 Administrative Departures

A. A departure from existing subdivision standards may be requested **only** by an applicant to allow use of an alternative standard not listed among the applicable requirements of BIMC 17.12.050 through BIMC 17.12.070. Departures are not variances and are not required to meet the criteria associated with a variance application. Rather, departures allow adjustment of existing standards to achieve better outcomes in cases where strict application of the existing standard would result in an inferior subdivision design.

B. Departures from the subdivision standards in BIMC 17.12.050 through BIMC 17.12.070, may be permitted as part of the subdivision review process. In order for such a departure to be allowed, it must satisfy the intent of the

four-step design process, and the resulting subdivision must be consistent with the general purpose and intent of the subdivision ordinance and the specific standard(s). A departure shall not be allowed from the following standards:

1. Natural area
2. Community space
3. Homesite size

C. Any request for one or more departures shall be made at the Design Guidance Review Meeting as part of the pre-application phase of the project. Departures shall be reviewed concurrently with an application for subdivision. The Design Review Board may include an administrative departure in its recommendation to the Planning Commission, **if all of the following criteria are met:**

1. Because of unusual shape, exceptional topographic conditions, environmental constraints or other extraordinary situation or condition in connection with a specific piece of property, strict adherence to the existing standard would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the subdivision ordinance **as provided in BIMC 17.04.010 and the specific standard(s);**
2. The granting of the departure results in a subdivision with greater natural resource conservation value, less adverse impact to adjoining properties, or more practical design because of topography, critical area, or other extenuating circumstance; and
3. All possible efforts to comply with the standard or minimize potential harm or adverse impacts have been undertaken. Economic consideration may be taken into account but shall not be the overriding factor in approval; and
4. The departure is consistent with other applicable regulations and standards; and
5. The granting of any departure will not be unduly detrimental to the public welfare nor injurious to the property or improvements in the vicinity in which the property is located.

D. Upon affirmative recommendations by the Design Review Board and the Planning Commission, the departure(s) shall be included in the Director's recommendation to the hearing examiner. If the Design Review Board's recommendation is to grant the departure(s), the departure shall be included as a component of the project in subsequent reviews pursuant to BIMC 2.16.110.D.3 and BIMC 2.16.110.E. The departure(s) shall be included in the Director's recommendation to the hearing examiner unless a deviation from the recommendation is documented in the Director's report pursuant to BIMC 2.16.110.E.6.b.

17.12.050 Natural Area and Community Space.

A. Natural Area Required. All residential subdivisions shall provide natural area consistent with BIMC 17.28, Definitions, Table 17.12.070-1, and the following standards:

1. Natural Area Objectives. The natural area(s) shall support one or more of the following objectives:
 - a. Preservation and protection of:
 - i. Natural resources and ecological functions, including groundwater recharge;
 - ii. Native soils and topography;
 - iii. Historic island landscapes including farmland, meadows, pastures, and orchards; and
 - iv. Scenic views along roads.
 - b. Promoting interconnected open space, wildlife corridors, and undeveloped areas;
 - c. Promoting a development pattern consistent with island character.
2. Types of Natural Area. The natural area(s) shall be designated as the first step in the four-step design process defined in BIMC 2.16.125.D. Natural areas consist of primary and secondary natural areas.

a. Primary Natural Areas (PNA). PNAs form the core of the natural area to be protected. PNA's include the following:

- i. Critical areas other than critical aquifer recharge areas;
- ii. Critical area buffers and setbacks;
- iii. Shoreline buffers;
- iv. Aquifer recharge protection area (ARPA) as required by BIMC 16.20.100; and
- v. ~~Tree unit requirements consistent with BIMC 18.15.010.G; and~~
- v. Freestanding landmark trees, as defined in BIMC 16.32, and their critical root zone (as identified by a consulting arborist).

b. Secondary Natural Areas (SNA). SNAs are noteworthy or significant features of the natural landscape. SNA's include the following:

- i. Farmland, pastures, meadows, and orchards;
- ii. Mature ~~woodlands trees and shrubs;~~
- iii. Wildlife corridors;
- iv. Greenways and trails;
- v. Scenic viewsheds;
- vi. Mature vegetation on ridgelines.

3. Amount of Natural Area Required. The natural area requirement shown in Table 17.12.070-1 shall be provided as shown in Figure 17.12.070-1, Natural Area Allocation, and in accordance with the following standards:

a. The area provided for natural area shall be based on and consistent with the existing types of natural areas (listed in BIMC 17.12.050.A.2) on the subject property, up to the maximum shown in Table 17.12.070-1, unless additional natural area is required due to the presence of PNAs (listed in BIMC 17.12.050.A.3.a).

b. All PNAs (listed in BIMC 17.12.050.A.3.a) are required to be designated as natural area even if this amount exceeds the maximum percent required shown in Table 17.12.070-1. ~~This may result in no subdivision being permitted or a subdivision with less than the maximum number of lots allowed in accordance with Table 17.12.070-1.~~

c. If the area being subdivided contains less than the percent natural area shown in Table 17.12.070-1, then the designated natural area is identified accordingly and community space is required pursuant to BIMC 17.12.070.B.

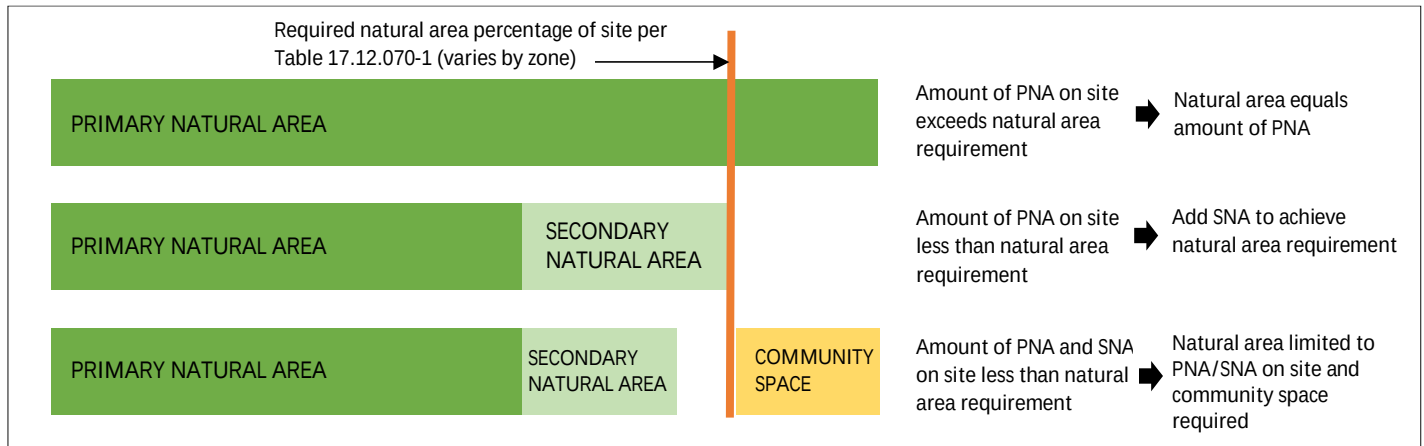
d. All lands subject to critical area regulations by Chapter 16.20 BIMC shall remain subject to those regulations. ~~Buffer modifications or setback reductions may be used.~~

e. Natural areas, ~~except for critical areas and their buffers and setbacks,~~ may be included on individual lots.

f. Natural areas shall not be required to be dedicated to the public, and the owner shall not be required to permit public access to designated natural areas.

g. All natural areas shall be depicted on the face of the preliminary and final plat.

Figure 17.12.070-1. Natural Area Allocation.



4. Aquifer Recharge Protection Area (ARPA). Subdivisions in the R-0.4, R-1, and R-2 zoning districts shall include designation of an ARPA in accordance with meet the requirements of BIMC 16.20.100 and the following standards:

- If a proposed subdivision includes more than one parcel, the ARPA shall be calculated based on the total square footage of all parcels;
- If the required ARPA is greater than the required natural area, the natural area shall be increased to achieve the required ARPA area;
- The 12,500 square foot development area allowed pursuant to BIMC 16.20.100.E.2.b shall be allocated in aggregate; that is, the total development area within the subdivision shall be determined by the total number of lots allowed multiplied by 12,500; include all areas of land disturbing activity on the parcel(s) being subdivided;

d. ARPAs within subdivisions shall be consistent with the ARPA development standards listed in BIMC 16.20.100.D.

5. Natural Area Configuration. Designated natural areas shall be configured in a manner that enhances and promotes the natural resource characteristics of the property and development pattern of the surrounding area. Natural area configuration shall satisfy the following guidelines to the extent feasible:

- Natural area should be concentrated in large, consolidated areas; and
- Natural area should connect to adjacent off-site open space areas, designated wildlife corridors and trails, and/or critical areas, where feasible; and
- Natural area should be designed to preserve views from off site of the subject property; and
- Natural area should be delineated with a low perimeter-to-area ratio;
- Natural area shall have a with a minimum width of fifty (50) feet outside of roadside and perimeter buffers; and
- Natural area may be included as a portion of one or more lots or may be contained in a separate tract, except for critical areas and their buffers and setbacks.

6. Natural Area Fencing and Signage. Fences and/or signs delineating the boundary of natural areas are required. The director shall determine which option (fence or sign) is required, based on the recommendations from the Design Guidance Review Meeting.

- a. If fencing is required:
 - i. Low-impact fences are preferred and must be constructed in accordance with the definition in BIMC 17.28.020;
 - ii. Fencing is not required at the exterior boundary of the subdivision;
 - iii. Gaps in fencing not exceeding five (5) feet are permitted; and
 - iv. Gates are permitted if they are consistent with the definition of low-impact fences in BIMC 17.28.020.
- b. If signs are required:
 - i. They shall be constructed in accordance with the definition in BIMC 17.28.020; and
 - ii. Typically, they shall be spaced at intervals of 50 feet, allowing for variation due to reasons such as topography, configuration of natural area, distance from other features, etc.
- c. If signage is required and encroachments into the designated natural area occur, the director may require that the owner install fencing and/or additional signage to prevent future encroachments. Required fencing and signs shall be maintained in good repair, with repair or replacement to occur within 60 days.

7. Natural Area Ownership. Ownership of natural area shall be established consistent with one of the following forms of ownership:

- a. Private Ownership. Natural areas may be held in private ownership if established by easements, restrictive covenants, the natural area management plan, or similar legal means; or
- b. Common Ownership. Natural areas may be held in common by a home or property owners' association or other similar organization. For the purposes of this title, if a land trust or a similar conservancy maintains ownership or a conservation easement, that shall be considered common ownership. If this ownership pattern is selected, covenant, conditions, and/or restrictions shall be required; or
- c. Public Ownership. Designated natural areas shall not be required to be dedicated to the city or other public agency, and the owner shall not be required to permit public access to designated natural areas. However, if the owner offers to dedicate, the city or other public agency may choose to accept ownership of natural areas. Consequently, upon approval and acceptance by the city council, the natural areas shall be dedicated to the public.

8. Natural Area Maintenance. An applicant shall submit a draft natural area management plan (NAMP) as described in the Bainbridge Island administrative manual, for review as part of the preliminary plat application. Final approval of the NAMP will occur at the time of final plat approval. The natural area management plan shall include:

- a. A list of all approved uses for the natural areas. Where uses in separate natural areas vary, the specific location of each use shall be depicted graphically.
- b. A maintenance plan for natural areas, that clearly describes the frequency and scope of maintenance activities for natural areas and that meets all requirements set forth in subsection 7 herein, and in the Bainbridge Island administrative manual.
- c. The approved NAMP must be filed with the Kitsap County Auditor. In the event that the natural area is not maintained consistent with the NAMP, the city shall have the right to enter the property for necessary maintenance, with the cost of such maintenance assessed against the landowner or, in the case of a homeowner's association, the owners of the properties within the subdivision and shall, if unpaid, become a tax lien on such property or properties.

9. Allowed Uses in Natural Area. The following uses are allowed in those natural areas that are not part of a required roadside or perimeter buffer (unless zoning regulations of BIMC Title [18](#), provisions of the

shoreline master program per Chapter [16.12](#) BIMC, or critical areas regulations of Chapter [16.20](#) BIMC, including allowed uses within aquifer recharge protection areas, restrict that use):

- a. Passive recreation, including pervious trails;
- b. Agricultural uses and fencing necessary for animal control in SNAs only;
- c. Potable water wells and well houses;
- d. Low impact fencing or signs marking the natural area boundary or critical area boundary;
- e. On-site sewage treatment system use approved by the director for all residential zones, if the applicant can demonstrate that (i) the proposed use will not adversely affect the function or characteristics of the specific natural area, (ii) the system is approved by the Kitsap County health district, and (iii) construction of the system will not require the removal of significant trees, native forests, vegetation within a required buffer for designated critical areas subject to Chapter [16.20](#) BIMC, or vegetation within areas designated for protection under the shoreline master program pursuant to Chapter [16.12](#) BIMC;
- f. Storm drainage system use approved by the director for all residential zones if the applicant can demonstrate that (i) enhanced vegetation will be provided so that the facility appears as a natural feature, (ii) the proposed use will not adversely affect the function or characteristics of the specific natural area, (iii) the system meets the design standards of Chapters [15.20](#) and [15.21](#) BIMC, including low impact development designs, and (iv) the system design must contribute to the function and characteristics of the natural area feature by providing the following:
 - i. No above-ground storm detention facilities are permitted; and
 - ii. Enhanced vegetation will be provided in conjunction with the storm drainage facility in order to make it a more natural feature; and
 - iii. Pedestrian trails should be considered as part of the design; and
 - iv. While fencing of designated natural areas or critical areas may be required by the director pursuant to subsection A.8.a of this section, separate fencing of storm drainage facilities or areas shall only be installed if necessary to protect public safety. Where fencing is required, low impact fencing shall be used, and chain-link fences are prohibited unless superseded by state law.
- g. Playgrounds and tot lots, picnic shelters and benches, community gardens, bus shelters, community art, or fountains may be allowed within a designated natural area, provided the proposed use will not adversely affect the function or characteristics of the specific natural area.
- h. Solar panels, small wind energy generators, composting bins, rainwater harvesting barrels, cisterns, and rain gardens/swales, as defined in Chapter [18.36](#) BIMC, may be allowed within a designated natural area, provided the proposed feature will not result in the damage or removal of significant trees.

B. Community Space Required. All residential subdivisions, except short subdivisions, shall provide community space consistent with BIMC 17.28, Definitions, Table 17.12.070-1, and the following standards:

1. Community Space Objectives. Community space shall accomplish one or more of the following objectives:

- a. Provide a place for residents to gather in shared space.
- b. Provide common buildings, open space, or gardens.
- c. Provide space for unstructured recreation.
- d. Enhance a felt and actual sense of security, identity, and community.
- e. Provide a protected, traffic-free environment.

2. Amount of Community Space Required. The minimum community space shown in Table 17.12.070-1 shall be provided and shall be depicted on the face of the plat. Community space is not required in the R-0.4, R-1, and R-2 zoning districts if the maximum natural area is provided.

3. Community Space Configuration. Community space should adjoin the largest practicable number of lots within the development. Non-adjoining lots shall be provided with safe and convenient pedestrian access to community space. **Community space shall not include perimeter or roadside buffers.**

4. Community Space Ownership. Ownership of community space shall be established consistent with one of the forms of ownership set forth in BIMC 17.12.050.A.5.

5. Community Space Maintenance. An applicant shall submit a draft community space management plan (CSMP) as described in the Bainbridge Island administrative manual, for review as part of the preliminary plat application. Final approval of the CSMP will occur at the time of final plat approval. The community space management plan shall include:

- a. A list of all approved uses for the community space. Where uses in separate community spaces vary, the specific location of each use shall be depicted graphically.
- b. A maintenance plan for community space that clearly describes the frequency and scope of maintenance activities, and that meets all requirements set forth in subsection 5 herein and the Bainbridge Island administrative manual.
- c. The approved CSMP must be filed with the Kitsap County Auditor within thirty (30) days of final plat approval. In the event that the community space is not maintained consistent with the CSMP, the city shall have the right to enter the property for necessary maintenance, with the cost of such maintenance assessed against the landowner or, in the case of a homeowner's association, the owners of the properties within the subdivision and shall, if unpaid, become a tax lien on such property or properties.

6. Allowed Uses in Community Space. Community space may include uses such as crop and animal agriculture, meadows, orchards, pastures, turf fields, and common buildings. Prohibited and allowed uses within community space shall be included in the draft terms, conditions, covenants, and agreements proposed for the subdivision, which shall be submitted with the preliminary subdivision application. Final terms, conditions, covenants, and agreements must be filed with the Kitsap County Auditor within thirty (30) days of final plat approval.

17.12.060 Homesites. All single-family residential subdivisions require homesites located and designed consistent with BIMC 17.28, Definitions, Table 17.12.070-1, and the following standards:

A. Homesite Area.

1. A homesite area no greater than the maximum area shown in Table 17.12.070-1 shall be provided for each lot and shall be depicted on the face of the plat.
2. The homesite area shall include the primary residential dwelling, accessory buildings, and on-site parking, if provided on each lot within the subdivision.
3. Other allowed uses and structures include residential landscaping, pathways, turf, and fences; individual water, stormwater, and septic infrastructure.
4. Homesites shall not contain any portion of required PNAs. Homesites may include critical aquifer recharge areas but no portion of an aquifer recharge protection area.

B. Homesite Siting. The four-step design process outlined in Section 17.12.030 BIMC is intended to allow the characteristics of the land to determine the most suitable location of homesites. Homesites shall be sited to meet the following standards:

1. Homesite locations shall be configured to maintain the natural features of the site and minimize topographic alteration and clearing of existing vegetation.
2. Homesite locations shall facilitate the efficient use of land by limiting areas of disturbance, impervious surfaces, utility extensions, and roadways.
3. If clustered pursuant to Table 17.12.060-1, homesites shall be located to minimize adverse impacts to adjacent, previously existing residential development and are not required to be located near any existing home on the property.

C. Homesite Clustering. Clustering, or grouping, of homesites is required in accordance with Table 17.12.060-1.

17.12.070 General residential subdivision standards. All residential subdivisions shall comply with the following standards.

A. Constrained lots. If, due to site or design constraints, **more than one** homesite with supporting infrastructure cannot be located on **or provided for** a subject property, no division of land is permitted. **Constrained lots may also result in a subdivision with less than the maximum number of lots allowed in accordance with Table 17.12.070-1.**

B. Preexisting lots. Lots that have previously received final approval from the city, or that have previously received final approval from Kitsap County prior to inclusion within the city boundaries, and that do not comply with standards of this chapter shall be considered existing nonconforming lots, but any future resubdivision of any such lots shall comply with the requirements of this title.

C. Platted lots. The platted lot defines the extent of private ownership of land within the subdivision. The size, shape and potential uses of a lot depend on many factors that will be considered in the subdivision design process. Establishing lot lines is the last step in the design process, but a desired result will affect decisions throughout the process, and the physical characteristics of the entire property will present both constraints and opportunities. Standards applicable to lots are found in BIMC 17.12.070 and Table 17.12.070-1.

D. The short subdivision process shall not be used, either by a person alone or by persons acting together, at one time or over a period of time, to circumvent compliance with the more stringent requirements that control the subdivision of land into five or more lots. When an application for a short subdivision is filed within five years after the approval of a short subdivision on a contiguous land parcel, presumption of an attempt to circumvent short subdivision requirements may be invoked by the director as a basis for further investigation, to assure compliance with the intent of this provision and the requirements of a long subdivision.

D. Remaining area. Any area not designated as public or private access, buffers, lots, or utility tracts shall be designated as either natural area or community space, in accordance with the objectives in either BIMC 17.12.050.A.1 or 17.12.050.B.1.

E. Site Disturbance. The extent of land disturbing activities, as defined in BIMC 15.20.020.22, shall be limited to the minimum required for site preparation and construction.

F. Compatibility with Adjacent Development

1. Subdivisions shall be designed and located to ensure compatibility with existing adjacent development.
2. Views of house lots from exterior roads and abutting properties shall be minimized by preserving the natural topography and existing vegetation to the greatest extent possible.

G. Dimensional standards.

1. Table 17.12.070-1 sets forth minimum and maximum dimensional standards for single-family residential development. Dimensional standards for multifamily and commercial subdivisions shall be in accordance with Table 18.12.020-2 and Table 18.12.020-3.
2. Where a property is located in more than one zone district, units permitted by density calculations within each zone district must be constructed on the portion of the property located within that district and required setbacks for each zone district must be met. Permitted densities are not “blended” across the zone district line.

H. Septic Systems. Locations of individual or community drainfields and associated reserve drainfields shall comply with all applicable standards established by the Kitsap Public Health District or Washington Department of Health. Reserve drainfield areas shall remain undisturbed until such time as their use is required. This standard shall be noted on the face of the preliminary and final plat.

I. Streets and Vehicle Access. Subdivisions shall comply with the following standards unless modified by the City Engineer:

1. Subdivisions shall comply with all applicable standards of the “City of Bainbridge Island Design and Construction Standards and Specifications,” as amended, and Island-Wide Transportation Plan, as amended . Deviations from the “City of Bainbridge Island Design and Construction Standards and Specifications” may be granted by the City Engineer upon evidence that such deviations are in the public interest and that they are based on sound engineering principles and practices. All requirements for safety, function, appearance and maintainability must be fully met. Desired deviations must be requested at the Design Guidance Review Meeting during the pre-application phase of the project.
2. Each lot in a residential subdivision shall have direct access to a public or private street, except for those with shared driveways or alternative lot designs that provide shared or clustered parking outside of individual lots.
3. The street system of a proposed subdivision shall be designed to connect with any existing, proposed, or planned streets outside of the subdivision or to create a connection beneficial to the overall circulation of the surrounding area, as determined by the City Engineer.
4. Interior street layout shall be oriented on the east/west axis if feasible, to maximize active and passive solar access.
5. To minimize impervious surfaces, all public rights-of-way, access easements, private streets, and driveways shall not be greater than the minimum dimensions required to meet standards.
6. Street names and traffic regulatory signs shall be provided, and their locations shall be indicated on the plat/plan. The locations of mailboxes and traffic regulatory signs are only required on the plat/plan when other public improvements are required.
7. Transit stops shall be provided as recommended by Kitsap Transit.

J. Parking and Garages.

1. Parking shall be provided consistent with BIMC 18.15.020, except as modified by this subsection.
2. Parking spaces provided on individual lots must be located within the designated homesite.
3. Parking spaces may be located outside of individual lots, consolidated in a remote or satellite parking area, or in individual or shared garages.
4. Consolidated parking areas shall be landscaped in accordance with BIMC 18.15.010.F.
5. Shared garages are limited to five vehicle spaces and shall not exceed 60 feet in length or 1440 square feet total.
6. Garages, including detached garages, located on individual homesites facing a public street shall be:
 - a. Limited to two vehicles; and
 - b. Either accessed from the side or rear or set back from the most front-facing exterior wall of habitable space a minimum of five feet unless the house is not visible from the public street.

K. Circulation and Access.

1. All subdivisions shall include a circulation and access system of walkways, paths, or trails that interconnect lots, commonly-owned natural area, community space, and adjacent access facilities. Trails that provide connection to streets, public areas or other trails through the subdivision boundaries shall provide public access.
2. Multi-modal facilities shall be consistent with the applicable standards of the “City of Bainbridge Island Design and Construction Standards and Specifications.”

3. Subdivisions may be required to provide dedicated access easements if one or more “trail connection zones” are located on the site as shown on Map C and D (Non-Motorized System Plan) of the Island-Wide Transportation Plan, as amended.
4. Pursuant to RCW 58.17.110(1) sidewalks or other planning features shall be provided to assure safe walking conditions for students who walk to and from school.

L. Fencing.

1. Sight obscuring fencing is prohibited at the exterior boundary of a subdivision along a public right of way.
2. Fencing **within a roadside buffer or** at the exterior boundary of a subdivision along a public right of way shall not exceed 3 feet, 6 inches in height.
- ~~3. Fencing at the exterior boundary of a subdivision along a public right of way is prohibited within the roadside buffer or at the edge of right of way.~~
4. Fencing around surface stormwater ponds shall not exceed 3 feet, 6 inches in height unless required by the City Engineer for safety reasons.
5. Fencing is prohibited in those roadside areas maintained by the City (e.g., shoulders, ditches, utilities).

M. Landscaping. Individual homeowners are responsible for the maintenance and modification of landscaping on their lots, subject to any rules and guidelines established by a homeowners’ association or similar body. Native vegetation on the site should be retained and maintained where possible and landscaping should be responsive to the natural contours of the lot.

N. Perimeter Buffers. The intent of perimeter buffers is to visually and physically separate adjacent land uses, **and** when necessary, to minimize impacts of new development on adjacent properties. **Perimeter buffers are not required along dedicated public rights-of-way.**

1. Perimeter buffers shall be established at the exterior boundary of **all subdivisions with a gross area of one acre or greater.** The perimeter buffer shall be maintained as a “no cut/no build zone.” Existing native vegetation, including significant trees and tree stands, shall be preserved within perimeter buffers. The tree retention, protection, and replacement requirements of BIMC 18.15.010.C apply to perimeter buffers unless modified by this section.
2. The minimum width of perimeter buffers for single family subdivisions shall be the width of the minimum homesite boundary to exterior plat boundary required in accordance with Table 17.12.070-1 or as determined by an administrative departure.
3. The minimum width of perimeter buffers for multifamily and commercial subdivisions shall be 25 feet in the R-0.4, R-1, and R-2 zoning districts and 15 feet in all other zoning districts either maintained or planted to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a.
4. No additional planting is required in perimeter buffers of single family subdivisions unless all of the following are met:
 - a. The width of the homesite boundary to exterior plat boundary is less than the minimum required in accordance with Table 17.12.070-1, as determined by an administrative departure; and
 - b. Existing vegetation does not provide **an effective year round a year round effective** visual screen; and
 - c. In the R-0.4, R-1, and R-2 zoning districts, the abutting property is not capable of being subdivided.
5. If additional planting is required, the following standards shall apply:
 - a. In the R-0.4, R-1, and R-2 zoning districts, additional plant material shall be installed to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a along the portion of the exterior plat boundary that has been reduced. Alternatively, the applicant may submit a landscape plan that results in an **effective year round a year round effective visual** screen of the subdivision from off-site properties along

the portion of the exterior plat boundary that has been reduced. In either case, any additional plant material shall be native species and no turf or lawn is permitted.

b. In all other zoning districts, additional plant material shall be installed to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a along the portion of the exterior plat boundary that has been reduced.

6. No structures, buildings, or parking facilities may be located within perimeter buffers, except that, utility lines and trails may be located within perimeter buffers provided no significant trees are removed.

7. Perimeter buffers may be included as a portion of one or more lots or may be contained in a separate tract.

8. Perimeter buffers may be included as a portion of the natural area required in BIMC 17.12.050.A.

9. The performance and maintenance assurances requirements of BIMC 18.15.010.H apply to perimeter buffers if additional planting is required.

10. The irrigation and maintenance standards of BIMC 18.15.010 apply to perimeter buffers if additional planting is required.

11. Perimeter buffers shall be shown on the face of the preliminary and final plat.

O. Roadside Buffers. The intent of roadside buffers is to enhance or retain Island character through the minimization of disturbance of existing roadside vegetation and screen new development from more highly traveled roads.

1. Roadside buffers are required for all subdivisions along collector or arterial roads in the R-0.4, R-1, and R-2 zoning designation. The minimum width of roadside buffers is 40 feet.

2. Roadside buffers shall be shown on the face of the preliminary plat. Roadside buffers may be part of individual lots or contained in a separate tract.

3. No structures, buildings, or parking facilities may be located within roadside buffers, except that, utility lines and boxes, mailboxes, entry signs, and transit stops may be located within roadside buffers. Local access streets and trails may cross roadside buffers provided no significant trees are removed.

4. Existing, native vegetation, including significant trees and tree stands, shall be retained within roadside buffers. Tree retention, protection, and replacement requirements in BIMC 18.15.010.C apply to roadside buffers.

5. If existing vegetation provides an effective visual screen, or is consistent with existing roadside character, no additional planting is required. If existing vegetation does not provide an effective year-round visual screen, additional plant material shall be installed, consistent with the following:

a. Additional plant material shall be installed to achieve the full screen landscape standard provided in BIMC 18.15.010.D.4.a. Any additional plant material shall be native species and no turf or lawn is permitted;

b. Additional plant material is not required if mature forest or other dense vegetation is not part of the existing roadside character.

6. Roadside buffers may be included as a portion of the natural area or community space required in BIMC 17.12.050.

7. The performance and maintenance assurances requirements of BIMC 18.15.010.H apply to perimeter buffers.

8. The irrigation and maintenance standards of BIMC 18.15.010 apply to perimeter buffers.

9. For subdivisions designating community space that is intended for agricultural use and would be adversely impacted by the addition of screening landscaping, a roadside buffer shall be required to use screening landscaping that does not adversely impact the proposed agricultural use.

10. To accommodate an existing house that is located within 25 feet of the subdivision boundary adjacent to a collector or arterial road, the roadside buffer width shall be reduced to the width adjoining the existing home between the existing house and the subdivision boundary adjacent to the collector or arterial road.

P. Design Diversity. All single family residential subdivisions outside the Neighborhood Center, Mixed Use Town Center, High School, R-8, and R-14 zoning districts shall avoid a uniform appearance and repetitive building types by incorporating measures that promote design diversity, including:

1. The same model and elevation shall not be built next to each other. Different models are defined as having variations in floor plans.
2. Home designs shall be varied to achieve a minimum of one floor plan for each three homes. Mirrored floor plans to not count as different floor plans. Methods to provide variation include building modulation and secondary building forms (e.g., covered porches, dormers, window bays). The number of floor plans per home is as follows:
 - a. 1-3 homes: 1 plan
 - b. 4-8 homes: 2 plans
 - c. 9-11 homes: 3 plans
 - d. 12 or more homes: 4 plans
3. In long subdivisions, at least 20 percent of the homes must be at least 25 percent smaller than average home size and 20 percent may be up to 25 percent larger than average home size. If 20 percent of the homes is a fraction, round to the nearest whole number.

Q. No City Maintenance of Streets in Short Subdivisions. Streets within a short subdivision shall not be maintained by the city unless such streets have been dedicated as a right-of-way, improved to current city standards, and accepted as part of the approved short subdivision. Therefore, unless accepted, the responsibility for maintenance shall lie with the owners of the lots.

17.12.080 Multifamily and nonresidential subdivisions. Subdivisions established for multifamily and nonresidential uses shall comply with all provisions of BIMC Title 18 (Zoning) applicable to the zone district where the property is located, and for the type of development anticipated. This requirement shall include, without limitation, compliance with design guidelines and standards for lot areas, dimensions, mobility and access, landscaping, screening, and vegetative buffers.

17.12.090 Special requirements for critical areas and shoreline.

A. Critical Areas. Any portion of any subdivision that contains a critical area as defined in Chapter 16.20 BIMC must conform to all requirements of that chapter.

B. Shoreline. Any portion of any subdivision located within the jurisdiction of the shoreline master program, as defined in Chapter 16.12 BIMC, must conform to all requirements of that chapter.

Table 17.12.060-1: Homesite Clustering Requirements

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
HOMESITE CLUSTERING REQUIREMENT												
Short Subdivisions	n/a [1]			25 ft. maximum homesite separation								
2-4 lots with greater than 50% natural area and community space combined												
2-4 lots with less than 50% natural area and community space combined												
	No maximum homesite separation [1]											
	Site disturbance limited to 35% of site		n/a [1]									
Long Subdivisions	No maximum homesite separation [1] Site disturbance limited to 35% of site			25 ft. maximum homesite separation								
5-9 lots with maximum natural area requirement												
5-9 lots with less than maximum natural area requirement												
	50 ft. [2]		25 ft. [2]									
	Maximum homesite separation											
10+ lots	50 ft.		25 ft.									
	Maximum homesite separation											

- Homesite location needs to meet general requirements (BIMC 17.12.060.B).
- As an alternative to maximum homesite separation, limit site disturbance to 35 percent of site.
- Site disturbance includes land disturbing activity as defined in BIMC 15.20.020.22

Table 17.12.070-1 Subdivision Dimensional Standards

[Numbers in brackets indicate additional requirements listed at the end of the table.]

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
MINIMUM LOT AREA												
Short and Long Subdivision	If the site is not served by a public sewer system, the minimum individual lot area shall be determined by the Kitsap Public Health District in accordance with Section 15 of the Kitsap County Board of Health Ordinance 2008A-01, Amended June 7, 2011, <i>Onsite Sewage System and General Sewage Sanitation Regulations</i> , as amended.											
	If the site is served by a public sewer system, there is no minimum lot area.											
	Individual lots may contain portions of natural area, community space, and access easements.											
Large Lot Subdivision	5 ac or 1/128th of a section, whichever is smaller.	N/A										
BASE DENSITY												
The “base density” of a property means the density designated on the zoning map, exclusive of any density bonuses (see BIMC 18.12.050.A). Irregularly shaped lots and lots containing critical areas may not be permitted to achieve maximum density. Additional regulations on density may apply pursuant to BIMC 16.20.												
Short, Long and Large Lot Subdivisions	The maximum number of lots permitted shall be calculated by dividing the total lot area of the property (without deducting areas to be dedicated as public rights-of-way or areas to be encumbered by private road easements) by the square footage shown below as the zone-specific base density.											
Base Density	100,000 sq. ft.	40,000 sq. ft.	20,000 sq. ft. [1]	15,000 sq. ft.	12,500 sq. ft.	10,000 sq. ft.	8,500 sq. ft.	7,260 sq. ft.	5,400 sq. ft.	3,100 sq. ft.	20,000 sq. ft. [2]	See FAR table
Base density pursuant to BIMC 18.12.030.A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3,630 sq. ft.	2,074 sq. ft.	N/A	N/A
NATURAL AREA												
Minimum percentage of total site	55%	45%	30%	25%	25%	20%	15%	N/A	10%	5%	15%	5%
Minimum width	50 ft.			25 ft.				N/A	5 ft.			
COMMUNITY SPACE												
[x] Instead of providing the required 5% community space, that area may be added to the required natural area if it can be demonstrated that greater conservation area can be achieved.												
[y] Community space not required if maximum natural area is provided.												

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
Minimum percentage of total site	5% [x][y]	7.5% [y]	10% [y]	15%						10%	15%	10%
HOMESITE												
Note: Refer to definition of homesite and standards for homesites. [x] Refer to BIMC 16.12, Special Provisions for Point Monroe District – 1,400 sq. ft. maximum development area applies.												
Maximum size	10,000 sq. ft.	7,500 sq. ft.	6,500 sq. ft.	5,500 sq. ft.	4,500 sq. ft.	3,500 sq. ft.	3,500 sq. ft.	N/A [x]	3,000 sq. ft.	2,250 sq. ft.	3,500 sq. ft.	2,250 sq. ft.
HOME SIZE												
Maximum size	N/A								1,600 sq. ft.			
MAXIMUM LOT COVERAGE												
Short and Long Subdivision	Same as applied to the entire property that is the subject of the subdivision application, a portion of which shall be assigned to each lot at the time of preliminary plat approval.											
Large Lot Subdivision	10%	15%	20%	25%	25%	25%	25%	N/A	25%	40%	N/A	N/A
MINIMUM SETBACKS												
Note: Additional setbacks may be required by: (a) Chapter 16.08 or 16.12 BIMC, or (b) Chapter 16.20 BIMC, Critical Areas, or (c) BIMC 18.09.030, Use-specific standards, or [x] Attached or zero lot line or zero homesite boundary, is allowed in all districts if building is 1,600 sf or less [y] ADUs do not need to meet TOTAL building to homesite boundary setback – only minimum setback; must be located within homesite.												
Building to homesite boundary Net building size 1,600 sq. ft. or less Minimum/total [x] [y]	5 ft. min., 10 ft. total						3 ft. min., 10 ft. total					
Building to homesite boundary Net building size 1,601 sq. ft. or more Minimum/total [y]	15 ft. min., 50 ft. total	10 ft. min., 25 ft. total	10 ft. min., 20 ft. total					N/A	N/A		N/A	
Building outside homesite to exterior plat boundary line Net building size 200 sq. ft. or less	50 ft.	25 ft.		10 ft.		5 ft.						

ZONING DISTRICT DIMENSIONAL STANDARD	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	NC	MUTC HS I and II
Building outside homesite to exterior plat boundary line Net building size 200 sq. ft. or more	50 ft.	25 ft.		10 ft.		510 ft.					5 ft.	
Homesite to exterior plat boundary line	50 ft.	25 ft.	25 ft. 15 ft	10 ft.		05 ft.						
Any building to SR 305 right-of-way	75 ft.	75 ft.	75 ft.	N/A	25 ft.	N/A	N/A	N/A	25 ft.	N/A	25 ft.	25 ft.
Homesite to edge of arterial and collector right-of-way	25 ft.			10 ft.								
Building outside homesite to edge of arterial and collector right-of-way [3]	4025 ft.			10 ft.								
Any building, other than shared garage, to subdivision access road all other streets	10 ft.						5 ft.					
Building to trail, natural or community space, or access easement (except for natural areas that are also perimeter buffers)	10 ft.					5 ft.					10 ft.	5 ft.
Shoreline Jurisdiction	See Table 16.12.030-2, Dimensional Standards Table, and BIMC 16.12.040.I.3.h, Shoreline Structure Setbacks.											
SHARED GARAGE DIMENSIONAL STANDARDS												
Shared garage to local access street subdivision access road	0 feet											
Shared garage to shared garage	10 feet											
Shared garage maximum size	60 feet long or 1440 square feet total											
MAXIMUM BUILDING HEIGHT												
Short, Long, and Large Lot Subdivisions	Height requirements for standard lots apply pursuant to BIMC Table 18.12.020-2.											

- [1] The base density for that parcel in the Lynwood Center special planning area designated as R-2 is one unit per 20,000 sq. ft. but may be increased up to 3 units per acre; provided, that a public access easement is granted for that portion of the parcel that lies to the south of Point White Drive along the waters of Rich Passage. The base density of some parcels in the Fort Ward historic overlay district may be increased as shown in BIMC 18.24.110.
- [2] In the NC district, single-family dwellings must be in accordance with zoning in the R-2 district except that bonus densities may be obtained pursuant to BIMC 18.12.030.D if applicable (see BIMC 18.09.030.B).
- [3] Transit shelters allowed in setback subject to City approval.

Chapter 17.28

DEFINITIONS

Note: Numbering will be corrected for public hearing draft.

Sections:

17.28.010 Rules of construction.

17.28.020 Definitions.

17.28.010 Rules of construction.

Rules of construction shall be those listed in BIMC 18.36.010. (Ord. 2011-02 § 2 (Exh. A), 2011)

17.28.020 Definitions.

1. “Arterial” means an arterial road as defined in the City of Bainbridge Island Islandwide Transportation Plan. ~~major thoroughfare used mainly for through traffic rather than access to nearby property. Arterials have greater traffic carrying capacity than collector or local streets and are designed for continuously moving traffic.~~

2. ~~“Block” means a group of lots, tracts or parcels within well defined and fixed boundaries.~~

~~23.~~ “Buffer” means as defined in Chapter 18.36 BIMC.

4. ~~“Circle template” means as defined in Chapter 18.36 BIMC.~~

5. ~~“Cluster development” means a group of adjoining homesite areas situated in a suitable area of a property, designed in such a manner that facilitates the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways, while providing for the protection of valued open space features.~~

~~36.~~ “Cluster grouping” means a grouping of two or more homesite areas for short subdivisions and a grouping of ~~four or more~~ homesites ~~for long~~ within a subdivision to facilitate the efficient use of land by limiting areas of disturbance, impervious surfaces, utility extensions and roadways. ~~s regulated by BIMC 17.12.030.B.~~

~~47.~~ “Code” means the City of Bainbridge Island Municipal Code.

~~58.~~ “Collector” means a collector road as defined in the ~~e~~City of Bainbridge Island ~~comprehensive plan~~ Islandwide Transportation Plan.

6. “Community space” means the portion of a subdivision maintained in perpetuity and designated for the common use and enjoyment of property owners within the subdivision.

~~79.~~ “Comprehensive plan” means as defined in Chapter 18.36 BIMC.

~~840.~~ “Contiguous land” means land adjoining and touching other land regardless of whether or not portions of the parcels have separate tax numbers, or were purchased at different times, in different sections, are in different government lots or are separated from each other by public or private easement or right-of-way.

~~944.~~ “Critical areas,” as used in this title, means critical areas, ~~and~~ their protective buffers, and aquifer recharge protection areas as described by Chapter 16.20 BIMC.

~~1042.~~ “Dedication” means the deliberate assignment of land by an owner for any general and public uses, reserving to the owner no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat of a short or long subdivision, a large lot subdivision, or a nonresidential or multifamily subdivision showing the dedication. Acceptance of the filing shall be by approval of the final plat by the city.

~~1143.~~ “Department” means as defined in Chapter 18.36 BIMC.

1244. “Director” means as defined in Chapter 18.36 BIMC.

1345. “Division” means a portion of property within an approved preliminary subdivision that is authorized to be recorded separately by the specific terms and conditions of the preliminary and/or final subdivision approval.

xx. “Driveway” means the access provided from a subdivision access street to an individual lot, shared garage, or homesite.

1446. “Easement” means a right of use granted by a property owner to specific persons or to the public for use of land for a specific purpose.

1547. “Effective visual screen” means a sight-obscuring barrier provided by: (a) a topographic variation, (b) a physical condition, such as an existing native forest, or (c) installed vegetation that provides a visual barrier within five years of planting.

1647. “Farms” and “farmland” mean land used for crop agriculture or livestock agriculture, as those terms are defined in Chapter 18.36 BIMC.

1748. “Final subdivision” or “final plat” means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in Chapter 58.17 RCW or its successors and the Bainbridge Island Municipal Code.

~~19.~~ “Flexible lot design” is the design process the city uses that permits flexibility in lot development and encourages a more creative approach than traditional lot by lot subdivision. The flexible lot design process includes lot design standards for the placement of buildings, use of open spaces and circulation that best addresses site characteristics. This design process permits clustering of lots, with a variety of lot sizes, to provide open space, maintain Island character and protect the island’s natural systems.

1820. “Footprint” means a building footprint as defined in BIMC 18.12.050.

1924. “Greenway” means a system composed of land areas and connector links. The land areas include, but are not limited to: large open areas, public lands, farmlands, critical areas, forests, shoreline areas, and parks. The features of the connector links include trail systems, riparian areas, visual or scenic views of ridgelines, wildlife corridors or any combination of these.

2022. “Health district” means the Kitsap Public Health District ~~County health district~~.

2123. “Hearing examiner” means the official designated as the hearing examiner for the city pursuant to BIMC Title

2224. “Homesite area” means ~~the area that~~ portion of a lot depicted on the face of a plat that is intended for development of the primary residential dwelling and accessory buildings and necessary infrastructure within a ~~cluster~~ subdivision.

2325. “Island character” is the term used to describe the special character of the island – winding, narrow and vegetated roadways and forested areas, meadows, farms, areas that contain much of the island’s wetlands and streams, aquifer recharge areas and fish and wildlife habitat areas. For the purposes of this title, it does not refer to a level of service, or type of development, or measure of development intensity.

24. “Landscaping” means as defined in Chapter 18.36 BIMC.

2526. Large Lot Subdivision. A “large lot subdivision” means the division or redivision of land into two or more lots for the purpose of sale, lease or transfer of ownership where each lot is not smaller than five acres or 1/128th of a section (whichever is smaller); provided, that this shall not include division or redivision of land where all parcels are greater than 20 acres or 1/32nd of a section.

2627. “Laws of descent” means the rules of inheritance law established by the state of Washington and the federal government that apply in cases where there is no will naming the persons to receive the possessions of a person who has died.

~~2728.~~ “Long subdivision” means the division or redivision of land into five or more lots, tracts (except tracts specifically reserved as ~~open space natural area~~), parcels, sites or divisions for the purpose of sale, lease or transfer of ownership, but shall not include a short subdivision.

~~2829.~~ “Lot” means a lot as defined in Chapter 18.36 BIMC.

~~2930.~~ “Low-impact fencing” means a fence designed to preserve views into an area and wildlife access to and from the area while providing a physical barrier to prevent livestock or humans from easily or inadvertently entering the area. Low-impact fencing includes without limitation two- or three-tier split-rail or horse-rail fencing not exceeding five feet in height, four-inch by four-inch wooden posts with two or three strands of cable in between, or other fencing with similar visual, barrier, and access characteristics as determined by the director.

~~3031.~~ “Mature vegetation on ridgelines” means as defined in Chapter 18.36 BIMC.

31. “Mature trees and shrubs” means as defined in Chapter 18.36 BIMC.

~~3132.~~ “Meadow” means an open, nonforested area formed by the land’s natural features and events of nature.

~~3233.~~ “Native forest” means established forest areas primarily consisting of native trees and plants.

~~3334.~~ “Native vegetation” means as defined in Chapter 18.36 BIMC.

34. “Natural area” means the undeveloped portion of a subdivision that contains natural resources features such as critical areas, significant tree stands, forested areas, native vegetation, and designated wildlife corridors, that is preserved in perpetuity designated or reserved for public use or enjoyment, or used for the private use and enjoyment of property owners within the subdivision.

35. “Off-site views” or “views from off site” means as defined in Chapter 18.36 BIMC.

~~36. “Open space” means any area of land that is predominantly undeveloped and that provides physical and/or visual relief from the developed environment in perpetuity, that is generally unimproved and set aside, designated or reserved for public use or enjoyment, or used for the private use and enjoyment of property owners. Open space may consist of undeveloped areas, such as pastures and farmlands, woodlands, greenbelts, critical areas, pedestrian corridors and other natural areas that provide recreational opportunity and visual relief from developed areas. Open space excludes tidelands, areas occupied by buildings, and any other developed areas such as driveways, all rights-of-way and any other impervious surfaces not incidental to open space purposes.~~

~~3637.~~ “~~Open space~~ Natural area sign” means a sign used to delineate the boundaries of designated open space, critical areas, and/or their buffers. Open space/critical areas signs shall be made of metal or similar durable material and shall be between 64 and 144 square inches in size.

~~3738.~~ “Orchard” means as defined in Chapter 18.36 BIMC.

~~3839.~~ “Pasture” means land used for grazing.

39. “Perimeter buffer” means a vegetated space retained or established at the exterior plat boundary of a subdivision that provides an effective visual screen between, and minimizes potentially adverse impacts to, adjacent properties.

40. “Phasing” means the use of limits on construction, permitting or occupancy to reduce the immediacy or severity of impacts of the subdivision on the environment or to better achieve the requirements of state law for the concurrence of the facilities and services with the needs generated by development.

41. “Plat” is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

42. “Planning commission” means the Bainbridge Island planning commission, as described in BIMC 2.14.020.

43. “Platted lot” means a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area and the flexible lot development standards contained within this title. The term includes tracts or parcels.

44. “Preliminary plat” is a drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this title. The preliminary plat shall be the basis for the approval or disapproval of the layout of a subdivision.

45. “Public way” means a dedicated street, easement allowing public access, and other forms of access open to the public.

46. “Right-of-way” means land in which the state, county, city or other governmental entity owns the fee simple title or has an easement dedicated or required for a transportation or utility use. The right-of-way is the right to pass over the property of another. It refers to a strip of land legally established for the use of pedestrians, vehicles or utilities.

47. “Road” means as defined in Chapter 12.38 BIMC.

48. “Roadside buffer” means a vegetated space retained or established that provides an effective visual screen of new development or preserves existing roadside character, forested character, or scenic views.

xx. “Scenic view or scenic viewshed” means a view of predominantly natural features typical of island character largely unobstructed by buildings.

xx. “Shared garage” means a structure or building located outside of individual lots used to meet the parking requirements within a subdivision.

~~49~~48. “Short plat” means the map or representation of a short subdivision.

~~50~~49. “Short subdivision” is the division or redivision of land into four or fewer lots, tracts (except tracts specifically reserved as ~~open-space natural area~~), parcels or sites, for the purpose of sale, lease or transfer of ownership, ~~except that the division or redivision of two or more existing lots into up to nine lots consistent with the procedures and standards contained in BIMC 17.12.030.A shall constitute a short subdivision if an applicant dedicates additional open-space area pursuant to BIMC 17.12.030.A.5.~~

~~51~~50. “Significant tree” shall have the meaning defined in Chapter 18.36 BIMC.

~~52~~51. “Stormwater” shall have the meaning defined in Chapter 15.20 BIMC.

~~53~~52. “Street” shall have the meaning defined in Chapter 18.36 BIMC.

xx. “Subdivision access road” means the access road that serves only the subdivision.

~~54~~53. “Testamentary provisions” means provisions of a last will or testament of a person who has died concerning land or property owned or controlled by that person, which provisions are generally carried out by an executor appointed by a court or public official on behalf of the deceased.

~~55~~54. “Wetland” shall have the meaning defined in Chapter 16.20 BIMC. (Ord. 2017-02 § 21, 2017; Ord. 2011-02 § 2 (Exh. A), 2011)

Exhibit C
BIMC 18.18 -- Design Guidelines for Residential Subdivisions

Topic	Design Guideline
	Words/phrases in bold will have a definition in Title 17.
Island Character	Intent: Preserve and maintain Island character. Guideline: Subdivisions should reflect the special character of the island which includes downtown Winslow's small town atmosphere and function, neighborhood centers, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation. **Subsequent discussion that this guideline would be too challenging to implement.
Neighborhood Context	Intent: To reflect and/or enhance the context provided by existing roadway character and neighboring properties. Guideline: Site design should support the purpose of the zoning district in which the development is located, complement the existing character of specific neighborhoods, provide continuity with adjoining properties and, where necessary, provide transition between land uses and protect privacy of residents on adjacent properties.
Natural Area	Intent: To incorporate forested and/or other natural areas into site design in such a way that ecological and aesthetic integrity, qualities, and values are preserved or restored. Guideline: The required natural area shall be treated as a feature intrinsic to the subdivision design in order to maintain existing on- and off-site ecological processes and provide an asset of value to subdivision residents.
Natural Site Conditions	Intent: To preserve and integrate existing natural site patterns and features throughout the site. Guideline: Site development should be designed to preserve and integrate the natural conditions of the site, including existing topography, native trees and vegetation, drainage patterns, and ecological features based on an inventory and analysis of existing conditions. Homesite and infrastructure placement should complement natural topography and retain native vegetation to the maximum extent feasible.
Historic and Cultural Resources	Intent: To preserve important historic and cultural resources. Guideline: Site design should maximize opportunities for preserving historic and cultural structures, and retain historic landscape features and connections.
Stormwater	Intent: Integrate stormwater facilities in site design with emphasis on infiltration and dispersion practices. Guideline: Stormwater facilities shall utilize existing drainage patterns and be designed as a site amenity, where feasible. Low impact development practices shall be used throughout the site to minimize the size of ponds or vaults. Open stormwater facilities (ponds and bioswales) shall

Topic	Design Guideline
	provide a natural appearance through layout, design and landscape treatment, including shallow side slopes, curvilinear configuration, and use of native vegetation.
Septic Systems	Intent: To minimize impact of septic facilities. Guideline: Design and locate sewage facilities to minimize site disturbance and native vegetation removal and utilize shared systems where feasible.
Water Conservation	Intent: To protect the Island's finite groundwater resources and adapt to the impacts of a changing climate. Guideline: Water conservation measures shall be considered in site design including use of native and drought tolerant vegetation, rainwater capture, and water reuse.
Community Space	Intent: To promote a shared sense of community. Guideline: Community spaces should function as an integral part of the development and be located adjacent to as many homesites as is feasible.
Cluster Homesites	Intent: To promote interaction within the community and facilitate the efficient use of land by reducing disturbed areas, impervious surfaces, utility extensions and roadways. Guideline: The preferred design for homesites is to cluster them and, to the extent feasible, to locate infrastructure efficiently to maximize the undeveloped area.
Solar Access	Intent: To provide solar access for wellbeing and energy production. Guideline: Site design, including street, lot, and homesite layout and orientation, should allow for passive and active solar access. Massing of buildings, tree retention, and introduced vegetation should take into account the effects of shade.
Access and Circulation	Intent: To provide a practical and pleasant network of multi-modal circulation. Guideline: Adequate provisions for pathways and other pedestrian/bicycle amenities connecting various parts of the development, the surrounding road or trail network, and adjacent parcels should be included in site design.
Motor Vehicles	Intent: To minimize the prominence of motor vehicle use and storage. Guideline: Site design and features related to motor vehicle use and storage should be minimized. Site design shall consider shared driveways, minimum road widths, traffic calming measures such as Woonerfs and chicanes, and shared or clustered parking areas or structures.
Homesite Design	Intent: To efficiently configure building footprint(s) and allowed uses within a homesite. Guideline: Homesite configuration should consider compact and energy-efficient home and site design with massive houses on small lots strongly discouraged.
Diversity in House Design	Intent: To provide a range of home sizes and designs to achieve diversity in visual appearance and affordability. Guideline: House designs should be varied in size, massing, and frontage character using methods such as varied floor plans, staggered front yard setbacks, building modulation, and

Topic	Design Guideline
	changes in exterior materials. Houses should display shared architectural features to establish continuity and harmony.
Facing Public Streets	Intent: To reinforce neighborliness of homes along a public street. Guideline: Houses along interior public streets should orient the entry toward the street and avoid the use of solid walls and fences. Garages along the front façade should be de-emphasized by recessing vehicular entrances or locating the garage behind or on the side of the house.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:10 PM) Memorandum of Understanding with the Suquamish Tribe for Impact Mitigation Grant Funding - Police,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Police

RECOMMENDED MOTION:

I move to forward the Suquamish Tribe Impact Mitigation Grant Memorandum of Understanding, and related spending authority for the Bainbridge Island Police Department to use the grant funding, for approval with the August 13, 2019 Consent Agenda.

SUMMARY:

The Suquamish Tribe has awarded the Bainbridge Island Police Department \$20,000 in impact mitigation grant funds.

FISCAL IMPACT:

Amount:	\$20,000
Ongoing Cost:	
One-Time Cost:	\$20,000
Included in Current Budget?	No

BACKGROUND:

An Impact Mitigation Committee, established pursuant to the Suquamish Tribe's Class III Gaming Compact with the State of Washington, awards local jurisdictions in Kitsap County a biennial grant to defray impacts that may have occurred because of the tribe's operation of the Clearwater Casino. The Class III Gaming Compact requires the grant recipient and the Tribe to execute a Memorandum of Understanding. Upon signing, payment will be made to the City based on the previous two years' impacts. In accordance with the agreement, the City must use the funds to offset asserted impacts developed as a result of the tribe's Class III Casino. Appeals for additional funds are sometimes also heard by the Tribe.

The BIPD sought \$20,000 in 2019 for the purchase of a K9 and rifle upgrades. The entire amount was funded.

ATTACHMENTS:

[2019 Impact Mitigation Grant MOU](#)

FISCAL DETAILS: The 2019 budget already includes \$20,000 for Suquamish Tribe impact mitigation grant funds. However, this spending authority covered grant funds received, but not spent, in the prior biennial budget. As of June 30, 2019, this current budget authority has been spent. An additional \$20,000 in budget appropriation, to cover the new grant award, will be included on the 2nd quarter budget amendment Ordinance coming to Council in August 2019.

Fund Name(s): General Fund

Coding: 0113612/367000/00549

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SUQUAMISH TRIBE AND THE CITY OF BAINBRIDGE ISLAND
REGARDING IMPACT MITIGATION FUND GRANT**

I. Preamble

This Memorandum of Understanding (“Agreement”) is by and between the Suquamish Tribe, a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 (25 U.S.C. Section 476) (“Tribe”), and City of Bainbridge Island, a Washington municipal corporation (“City”).

This Agreement is entered into pursuant to Section XIV.C.1 of the Tribal-State Compact for Class III Gaming Between the Suquamish Tribe and the State of Washington, dated January 26, 1995, effective March 31, 1995, by order of the Bureau of Indian Affairs, United States Department of the Interior (“Tribal-State Compact”), and pursuant to the Constitution and Bylaws of the Suquamish Tribe, Article III, Section (a), 25 U.S.C. 81, and chapter 39.34 RCW.

II. Recitals

- A. The Tribal-State Compact provides for the Tribe to withhold and disburse a maximum of 2.0% of the Net Win from its Class III gaming operation for the purpose of assisting local agencies directly impacted by the Tribe’s Class III gaming operation based on documented costs.
- B. In accordance with the Tribal-State Compact, the Community Impact Mitigation Fund Committee (“Committee”) convened to review eligible grant applications for impact mitigation fund grants and to determine grant recipients and grant amounts to be awarded.
- C. On June 11, 2019, the Committee awarded Bainbridge Island an impact mitigation grant in the sum of \$20,000 to compensate for impacts occurring in the calendar years 2017 through 2018.
- D. To comply with a condition precedent to the disbursement of any moneys granted pursuant to Section XIV.C.1 of the Tribal-State Compact, the Suquamish Tribe and Bainbridge Island desire to enter into an agreement stating the terms and conditions for the disbursement, receipt and use of the Impact Mitigation Fund grant.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

III. Agreement

1. Definitions. As used in this Agreement:

- a. **“Impact Mitigation Fund”** means the fund established by the Tribe for the purpose of providing financial assistance to local agencies affected by the Tribe’s Class III gaming operation based on documented costs. This fund shall be established with the Tribe’s withholding of a maximum of 2.0% of the Net Win from its Class III gaming operation.
- b. **“Impact Mitigation Fund Committee”** or **“Committee”** established under Section XIV.C.1 of the Tribal-State Class III Gaming Compact, whose purposes are to determine what, if any, impacts have occurred within the county, neighboring cities, and on the Port Madison Indian Reservation from the Tribe’s Class III gaming operation; to determine who provided the services which were impacted; and to distribute grants from the Impact Mitigation Fund to public agencies and governmental bodies who establish and quantify such impacts.
- c. **“Net Win”** means the total amount of the Tribe’s gross Class III gaming revenue after prizes and winnings have been paid out. Net Win, as defined here, specifically excludes satellite wagering revenues, Class II gaming revenues, and non-gaming revenues such as, but not limited to food, beverage, wholesale, and retail sales.

2. Jurisdiction. Nothing in this Agreement shall be construed to cede any jurisdiction of either party, modify the laws of either party, modify the legal rights of any person, accomplish any act violative of state or federal law, or subject the parties to any liability to which they would not otherwise be subjected to by law.

3. Use of Impact Mitigation Fund Grant Money. Upon executing this Agreement, and provided that the Agreement is in effect and sufficient funds are available, the City shall be assured of a share of money placed in and disbursed from the Impact Mitigation Fund for the calendar years 2017 and 2018, up to a maximum total grant amount of twenty thousand dollars (\$20,000).

4. Payments. Distribution of this Grant shall be made by the Tribe to the City through one single payment made upon execution of this Agreement.

5. Use of Funds. Bainbridge Island shall apply all grant sums received pursuant to this Agreement to help offset asserted impacts to its police department from the operation of the Tribe’s Class III gaming operation. These grant funds shall not be used by Bainbridge Island to supplant existing funding for its daily operations or equipment purchases.

- 6. Committee Oversight.** The Committee shall oversee the administration of the grant provided pursuant to this Agreement.
- 7. Records of Use and Impact Quantification.** The City shall use reasonable efforts to quantify impacts of the Tribe's Class III gaming operation to any increased operational costs of its police and court services. Bainbridge Island shall maintain accurate records of its use of all grant funds and make such records available to the Committee upon request.
- 8. Cost Allocation.** The City shall be solely responsible for all regular and overtime pay, pensions, disability, workers compensation, professional liability insurance, and Suquamish Tribe/City of Bainbridge Island other benefits due to its own employees who perform work funded by the grant.
- 9. Hold Harmless/Indemnification.** The City shall be responsible for all liability of whatever nature arising from the acts of its own officers and employees to the extent provided by law and shall hold harmless and indemnify the Tribe from claims, lawsuits, or losses of any kind, including expenses such as reasonable attorneys' fees and court costs, arising from the activities of its own officers and employees performing work funded by the grant.
- 10. Tribal Right to Terminate Agreement.** The Tribe shall have the right to unilaterally terminate this Agreement with thirty (30) days written notice in the event it closes its Class III gaming operation permanently or for longer than ninety (90) days.
- 11. Effect of Expiration/Termination.** The expiration or termination of this Agreement shall absolve the Tribe from any obligation to make payments to Bainbridge Island, beyond payments already received by Bainbridge Island prior to the expiration or termination.
- 12. Nonrenewable Grant.** The grant provided in this Agreement is for impacts occurring in the calendar years 2017 through 2018 and is nonrenewable. Nothing in this Agreement prohibits Bainbridge Island from filing an application with the Committee or receiving grant funds in any subsequent year.
- 13. Amendments.** This Agreement shall not be amended except in writing signed by both parties to the Agreement.
- 14. Severability.** The provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remainder of the Agreement shall remain in effect unless it is terminated as provided in this Agreement.
- 15. Notices.** Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the following addresses:

In the case of the Tribe or the Committee, notices shall be sent to:

Chairman
Suquamish Tribe
P.O. Box 498
Suquamish, WA 98392

In the case of the City, notices shall be sent to:

City Manager
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

This Agreement is dated the _____ day of _____, 2019.

City of Bainbridge Island

Morgan Smith
City Manager

Jeff Horn
Interim Police Chief

Suquamish Tribe

Leonard Forsman
Chairman

Attested to by:

Nigel Lawrence
Secretary



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:15 PM) Ordinance No. 2019-19, Prohibiting the Stopping, Standing, or Parking of Vehicles in Bicycle Facilities - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward Ordinance No. 2019-19 for approval with the August 13, 2019 Consent Agenda.

SUMMARY:

Through the Olympic Drive Non-Motorized Improvements Project, the City is improving streets with new bicycle facilities for the exclusive or preferential use of bicycles. If adopted, Ordinance No. 2019-19 would create a new section in Chapter 10.08 BIMC generally prohibiting the stopping, standing, or parking of vehicles in such bicycle facilities. Each violation would constitute a traffic infraction subject to a \$50 penalty.

FISCAL IMPACT:

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

BACKGROUND:

Through the Olympic Drive Non-Motorized Improvements Project, the City is improving streets with new bicycle facilities for the exclusive or preferential use of bicycles. The stopping, standing, and parking of vehicles other than bicycles in these new bicycle facilities would impede their effectiveness and create a dangerous situation for bicycle riders

Chapter 10.08 BIMC sets out regulations governing the stopping, standing, and parking of vehicles within the City. If adopted, Ordinance No. 2019-19 would create a new section in Chapter 10.08 BIMC generally prohibiting the stopping, standing, or parking of vehicles in such bicycle facilities. Each violation would constitute a traffic infraction subject to a \$50 penalty.

ATTACHMENTS:

[Ordinance No. 2019-19, Prohibiting the Stopping, Standing, or Parking of Vehicles in Bicycle Facilities](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2019-19

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the stopping, standing, and parking of vehicles; amending Chapter 10.08 of the Bainbridge Island Municipal Code (BIMC) to include a new Section 10.08.195 prohibiting the stopping, standing, or parking of vehicles in areas marked for bicycling.

WHEREAS, The City is improving streets with new bicycle facilities for the exclusive or preferential use of bicycles; and

WHEREAS, the stopping, standing, and parking of vehicles other than bicycles in these new bicycle facilities would impede their effectiveness and create a dangerous situation for bicycle riders; and

WHEREAS, the Council desires to prevent the stopping, standing, and parking of vehicles other than bicycles in these new bicycle facilities; and

WHEREAS, Chapter 10.08 BIMC sets out regulations governing the stopping, standing, and parking of vehicles within the City.

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

Section 1. Chapter 10.08 of the Bainbridge Island Municipal Code is hereby amended to include a new Section 10.08.195, to read as follows:

10.08.195 Stopping, standing, or parking prohibited in specified areas marked for bicycling.

Except when necessary to avoid conflict with other traffic, or in compliance with the direction of a police officer or official traffic control device, no person shall stop, stand, or park a vehicle on any area of the roadway or shoulder designated for the exclusive or preferential use of bicycles. Any such designations shall comply with the current edition of the City of Bainbridge Island Design and Construction Standards. For the purposes of this section, a bicycle is not considered to be a vehicle.

Section 2. 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 _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER:

2019-19



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:25 PM) Mid-Year Report on 2019 Workplan Priorities and Comprehensive Plan Implementation - Executive,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Discussion.

SUMMARY:

To discuss status of citywide workplan priorities and comprehensive plan implementation items as of June 30, 2019.

FISCAL IMPACT:

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

BACKGROUND: CITYWIDE WORKPLAN PRIORITIES:

In January 2019, the City Council and City staff worked together to identify key tasks and initiatives for the coming year. These workplan priorities represent areas of additional focus, new activities, or particular community significance. In many cases, these items have a multi-year planning horizon, and so it is helpful to track progress and next steps, and to also identify unexpected challenges or capacity issues.

Across the organization, results at midyear indicate that a majority of the City's 2019 workplan priorities are on track or continuing with a manageable level of disruption/delay. Several items have experienced some degree

of timing delay ("Some Disruption") but are continuing towards completion. Only a very few isolated tasks have been deferred due to capacity or other issues ("Major Disruption").

The City's midyear workplan results are presented in two different formats. One report shows midyear status for each task grouped by department (Executive, Finance, Public Works, etc.). This format helps City staff to track status and capacity internally. Starting this year, we are also providing the workplan report in a format where each task is sorted into a high-level "goal." These goals are: Safety, Environment, Livability, Community, and Accountability. This perspective helps the City to share the "why" behind the work that we are doing. The hope is that this goal-based format may be more meaningful to other, external readers since it groups the City's efforts according to areas of focus rather than according to responsible staff.

In addition to the tasks identified at the start of 2019, other significant activities have emerged in the course of Q1/Q2. Added/Emerging Tasks as of June 30, 2019:

- Support new Race Equity Task Force
- Provide community information related to I-976
- Support workplan to complete changes related to small cell wireless issues
- Support Council review of Ethics Program
- Support Council review of advisory committees
- Develop proposal for Council related to "City Academy" and quarterly topic forums
- Support City participation in opioid lawsuit
- Consider additional proposed changes to DRB administrative processes
- Provide Council briefing on process for PSE franchise agreement/master ROW permits
- Provide Council briefing on process to complete Fire Code changes
- Develop ban on fireworks for Council consideration
- Develop options for expanded rules related to sexually violent predator housing

Status of the City's workplan priorities will be reported again at year-end (as of December 31, 2019) to help inform planning for 2020 and for the next biennial budget cycle (2021-2022).

COMPREHENSIVE PLAN IMPLEMENTATION TASKS:

A second area of midyear reporting is the publication of a report on progress to implement the actions identified within the Comprehensive Plan. When the current Comprehensive Plan was adopted in 2017, it identified 54 "implementing actions" that were envisioned as necessary to meet the objectives described in the Comprehensive Plan. These actions are wide-ranging, and many actions will themselves require multiple steps to achieve completion. The City's set of implementing actions represents an ambitious level of effort, and implementation of these tasks will guide our work for the next 5 – 10 years.

The Council and staff worked together throughout 2018 to understand how the City could effectively connect our day-to-day workplans, legislation, and projects to the sometimes aspirational vision presented by the 54 implementing actions. The result is a commitment to develop – and use – a platform to track progress on this work and to communicate routinely about how this effort is moving forward. To meet this commitment, City staff will report out on Comprehensive Plan Implementation twice a year, in conjunction with the established midyear and year-end reporting on annual workplans. The reporting Council will receive next week will be our first iteration of this process. The 2019 midyear reports are now posted to a new webpage on the City's website: <https://www.bainbridgewa.gov/1165/Comprehensive-Plan-Implementation>

In Q3/Q4, we will be working to transition reporting on Comprehensive Plan implementation to the same reporting format that we use for the annual workplan. This is intended to create a more readable, user-friendly result, and will also help to solidify the connection between the vision of the Comprehensive Plan and the day-to-day operations of the City. The new format will be used to provide the 2019 year-end update.

ATTACHMENTS:

[2019 MidYear Workplan Rpt - By Dept.pdf](#)

[2019 MidYear Workplan Rpt - By Goal.pdf](#)

[2019 MidYear Comp Plan Implementation Rpt.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



2019 Workplan Priorities

By Department

Status as of MidYear

(June 30, 2019)

INTRODUCTION

This report provides an update on Citywide workplan priorities as of mid-year (June 30, 2019). In January of 2019, the City Council and City staff worked together to identify key tasks and initiatives for the coming year. These workplan items are grouped by department, and represent areas of additional focus, new activities, or particular community significance. In many cases, these items have a multi-year planning horizon, and so it is helpful to track progress and next steps, and to also identify unexpected challenges or capacity issues.

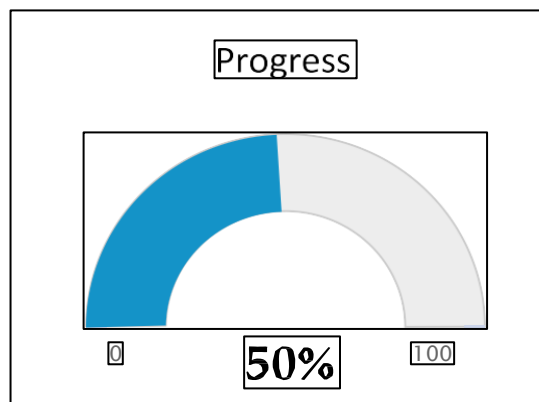
Priority. Each item is assigned a level of priority: 1 = High, 2 = Medium, and 3 = Best Management Practice (BMP).

The priority level for each item is shown as an icon: 

Progress. The report indicates progress, or degree of completeness, for each task as of midyear.

Progress 50%

Overall progress is determined by the summation of each individual items' level of completion. For example, if one half of the items are 25% complete and one half are 75% complete, the overall progress result would be 50%. This high-level indicator is shown as a Progress arch at the start of each department section, and for the City overall.



Status. The report indicates status for each task as of midyear.

If an item is moving forward without impediment, on roughly the timeline anticipated in January, it is shown as "on track." If it is moving forward without impediment, but on a slower pace than anticipated in January, it is shown as "some disruption." In only a few cases citywide, there are items that are deferred to 2019 or will not complete at all. These are shown as "major disruption."

Completed

On Track

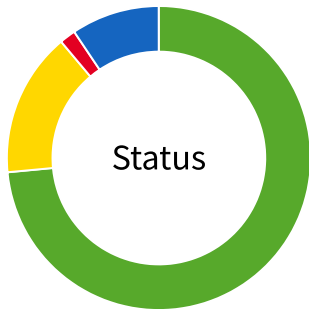
Some Disruption

Major Disruption

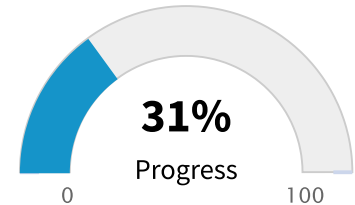
117

Work Plan Task

Overall Summary



● On Track	%
● Some Disruption	73.5
● Major Disruption	15.38
● Completed	1.71
	9.4



Report Legend

No Update

Overdue

Priority

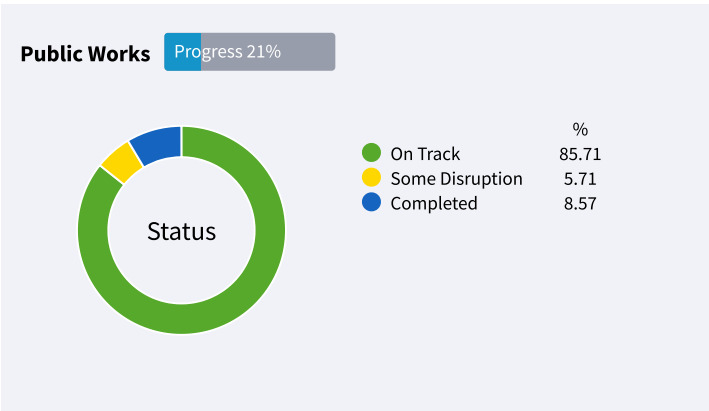
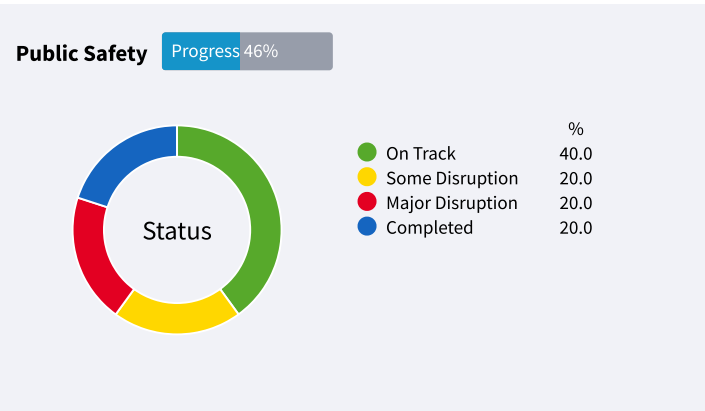
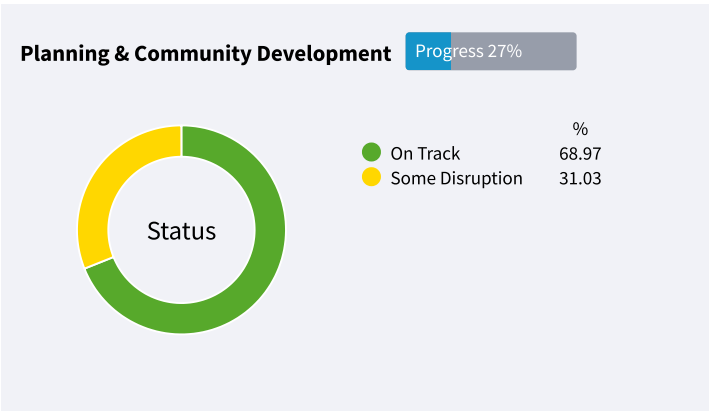
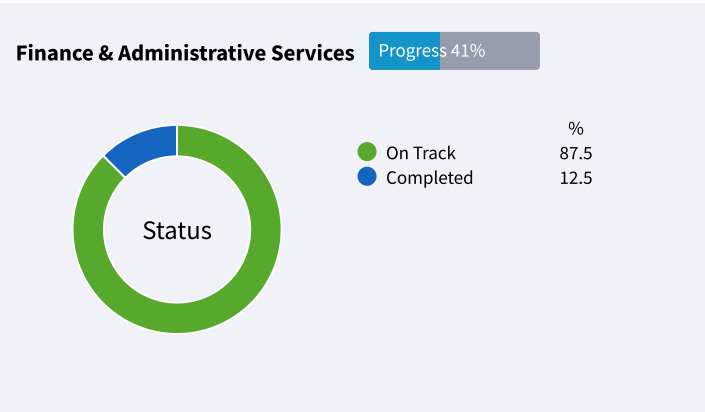
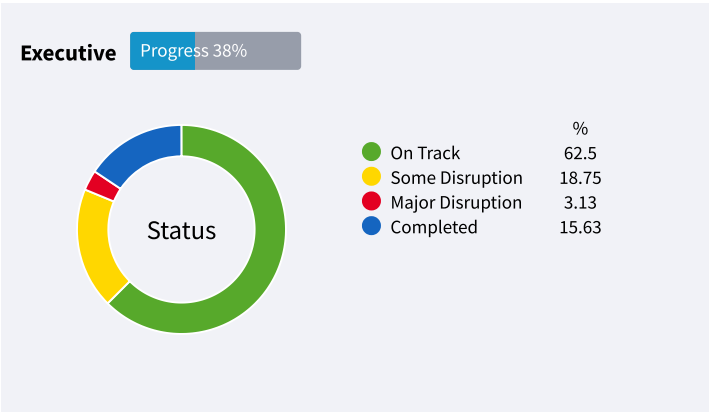
RESULTS

Across the organization, results at midyear indicate that a majority of the City's 2019 workplan priorities are on track or continuing with a manageable level of disruption/delay. Several items have experienced some degree of timing delay ("Some Disruption") but are continuing towards completion. Only a very few isolated tasks have been deferred due to capacity or other issues ("Major Disruption").

This report presents midyear status with each task grouped by department. This information is also available as a separate report in a format that is grouped by the high-level "goal" associated with each task (for example, safety, environment, livability, etc.).

Status of the City's workplan priorities will be reported again at year-end (as of December 31, 2019) to help inform planning for 2020 and for the next biennial budget cycle (2021-2022).

Department Summary



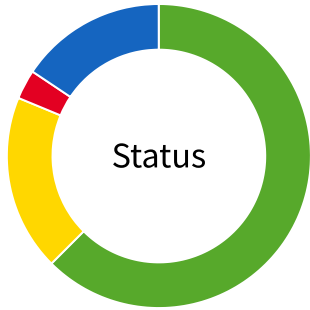


Executive

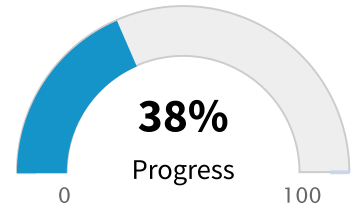
32

Work Plan Task

Overall Summary



● On Track	62.5
● Some Disruption	18.75
● Major Disruption	3.13
● Completed	15.63



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 1.1.5



Ongoing - Dec 31, 2019

Completed

Progress 100%

Police Station/Municipal Court Facility Replacement Project - complete site selection.

Updated on Jul 15, 2019 21:23:48

Council approved purchase of Harrison Medical Building site in Q2. Work to finalize design and prepare for construction will complete in Q3/Q4.

Work Plan Task 1.1.7



Ongoing - Dec 31, 2019

On Track

Progress 50%

Emergency Management Initiatives

Updated on Jul 07, 2019 02:14:54

- Council briefing provided in Q1.
- Emergency Management Strategic Plan development is ongoing.
- CEMP drafts according to schedule. Annexes will be completed in Q2 and expect submittal in Q3.
- Training and Exercise program is in progress. EOC Section training completed in Q2. Tabletop exercise series ongoing through end of the year.
- EOC upgrades: not yet started, will evaluate in Q3.
- AM Radio Tower: contractor selected (Hatfield & Dawson) to evaluate the project and map out scope of work and timeline for installation.

Work Plan Task 2.1.1



Ongoing - Dec 31, 2019

On Track

Progress 50%

Greenhouse Gas Inventory

Updated on Jul 15, 2019 21:23:59

In progress. Consultant is completing data collection and development of outreach materials and final report. Presentation to Council expected in Q3.

Work Plan Task 3.1.1



Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Suzuki Affordable Housing Project.

Updated on Jul 13, 2019 17:23:37

In Q1, Council created Ad Hoc committee to discuss options for project development approach. In Q2, Council approved funding to Housing Resources Bainbridge (HRB) to conduct "feasibility study" to assess how the decision about number of units for the project may influence eligibility for financing. Site development activities, managed by Olympic Property Group (OPG) were put on hold pending completion of feasibility study. Results of feasibility study are expected by Aug. 1. At that time, next steps will be to confirm site plan and number of project units, to resume site development work, and to consider future transfer of property ownership to a development partner and terms.

Work Plan Task 3.1.5



Ongoing - Dec 31, 2019

On Track

Progress 50%

Sign Code Changes

Updated on Jul 13, 2019 17:51:47

Staff provided several briefings to Council on this topic in Q1/Q2, as well as extensive community outreach. Council consideration of potential changes will continue to Q3.

Work Plan Task 3.1.8

Ongoing - Dec 31, 2019

On Track

Progress 25%

Adopt Multi-Year workplan for Comprehensive Plan Implementation.

Updated on Jul 13, 2019 17:30:53

In Q1, Council approved MultiYear Workplan for Implementation of Comprehensive Plan implementing actions. Progress on this workplan will be tracked using documentation for each element, and will be provided to Council and Community as part of Citywide reporting at midyear and year-end. A webpage will be added to the City's website to highlight these activities and provide access to this ongoing reporting.

Work Plan Task 4.1.4

Ongoing - Dec 31, 2019

On Track

Progress 25%

2020-2021 Cultural Funding Cycle

Updated on Jul 07, 2019 02:17:37

In progress. Committee members appointed; fall schedule set.

Work Plan Task 5.1.1

Ongoing - Dec 31, 2019

Completed

Progress 100%

Finance Director Transition

Updated on Jul 07, 2019 02:09:25

Completed. National search conducted Q1/Q2. New Finance Director hired at end of May.

Work Plan Task 5.1.2

Ongoing - Dec 31, 2019

On Track

Progress 25%

Police Chief Transition

Updated on Jul 13, 2019 17:32:55

Following resignation of Police Chief in Q1, City Manager appointed Interim Chief Jeff Horn to lead the department during this transition period.

Work Plan Task 5.1.4

Ongoing - Dec 31, 2019

On Track

Progress 25%

Guild labor agreement

Updated on Jul 13, 2019 17:34:15

Negotiations for a new labor agreement are ongoing.

Work Plan Task 5.1.7

Ongoing - Dec 31, 2019

On Track

Progress 50%

New Communications Strategy

Updated on Jul 13, 2019 17:41:37

In Q1, staff provided a briefing to Council to outline a communications strategy to focus on three areas: a monthly bulletin mailed to all island households, expanded materials and outreach for key capital projects, and improvements to the City's website.

In Q2, the City launched "COBI Connects" and has produced four monthly issues to date. The new newsletter has been well-received by residents and staff are continuing to refine the process in order to understand resources that will be needed to make the monthly production cycle successful and sustainable.

In Q1/Q2, staff worked to create innovative and extensive outreach for the Olympic Drive Improvement project, as a pilot of new graphic design tools, ferry outreach strategies, and video support. This approach will be applied to other upcoming capital projects moving forward.

Work on website improvements has not yet begun due to capacity challenges.

Priority: 2

Work Plan Task 1.1.6

Ongoing - Dec 31, 2019

On Track

Progress 10%

Improve cellular coverage.

Updated on Jul 18, 2019 19:10:31

In Q1/Q2, staff have attended a series of meetings with representatives from BIFD, Kitsap 911, AT&T and FirstNet to discuss coverage gaps in the community, public safety concerns, and technical options to address. These discussions will continue, with a potential outcome to provide a proposal for specific infrastructure that could be installed to improve public safety by resolving significant gaps in cellular coverage areas.

Work Plan Task 3.1.2

Ongoing - Dec 31, 2019

On Track

Progress 0%

Implement new BI Ride Marketing program with Kitsap Transit.

Updated on Jul 15, 2019 21:24:39

In Q1, staff met with Kitsap Transit staff to plan survey work that would inform the use of future marketing funds for BI Ride program. Emergence of I-976 ballot initiative in Q2 means that funds that would support the new marketing program could be eliminated in December, 2019, pending the outcome of November voting. Given which, in Q2 City staff and Kitsap Transit agree that work to develop new marketing program should be on hold until outcome of I-976 is known.

Work Plan Task 3.1.3

Ongoing - Dec 31, 2019

On Track

Progress 0%

WSF Terminal Viewing Platform

Updated on Jul 13, 2019 17:26:50

This task is planned for Q3/Q4.

Work Plan Task 3.1.4

Ongoing - Dec 31, 2019

On Track

Progress 25%

Consider Wayfinding Initiative

Updated on Jul 15, 2019 21:24:56

In conjunction with Council consideration of sign code changes, Council also directed staff to develop potential proposal to request lodging tax funds (LTAC) for a project to expand wayfinding signage in Winslow. Council received overview of potential project in July. Detailed proposal will be developed by staff in Q3 and presented to Council for approval before submission to LTAC for funding consideration in the Fall.

Work Plan Task 4.1.1

Ongoing - Dec 31, 2019

Major Disruption

Progress 25%

Council plans for Youth Mental Health Workshop

Updated on Jul 07, 2019 02:12:37

Ongoing. Presentation to Council and discussion in May. Council Ad Hoc committee formed.

Work Plan Task 4.1.2

Ongoing - Dec 31, 2019

Completed

Progress 100%

Public Art Fixed Funding

Updated on Jul 07, 2019 02:15:35

Code change to implement fixed funding completed in Q2.

Work Plan Task 4.1.3

Ongoing - Dec 31, 2019

On Track

Progress 25%

Review Friends of the Farms Lease and Funding

Updated on Jul 07, 2019 02:17:04

In progress. Staff have reviewed FOF requests related to updates to master lease and permanent funding for operating support. Presentation to Council is scheduled for Q3.

Work Plan Task 4.1.5

Ongoing - Dec 31, 2019

On Track

Progress 0%

Administrative Funding for Public Art Committee

Updated on Jul 07, 2019 02:18:01

This item is planned for Q3.

Work Plan Task 5.1.3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Farmland Shade Covenants

Updated on Jul 07, 2019 02:10:47

Staff analysis and legal review complete. Council Study Session scheduled for Q3.

Priority: 3

Work Plan Task 3.1.6

Ongoing - Dec 31, 2019

Completed

Progress 100%

Update Animal Control Regulations

Updated on Jul 13, 2019 17:49:23

In Q2, Council adopted changes to Animal Code per requests from Kitsap Humane Society.

Work Plan Task 4.1.6

Ongoing - Dec 31, 2019

On Track

Progress 0%

Plan for 2021 Community Needs Assessment

Updated on Jul 07, 2019 02:18:28

This task is planned for Q3/Q4 - 2020.

Work Plan Task 5.1.5

Ongoing - Dec 31, 2019

On Track

Progress 75%

Implement online performance tool

Updated on Jul 15, 2019 21:25:14

Ongoing. Online evaluation tool was piloted for 2018 evaluations and is being implemented for ongoing performance management.

Work Plan Task 5.1.6

Ongoing - Dec 31, 2019

Completed

Progress 100%

Reconsider Community WiFi ILA

Updated on Jul 07, 2019 02:11:53

Complete. ILA rescinded in Q1.

Work Plan Task 5.1.8

Ongoing - Dec 31, 2019

On Track

Progress 25%

Internal Mission/Vision/Values

Updated on Jul 15, 2019 21:25:34

The City's internal Mission/Vision/Values were incorporated into the new annual review structure beginning in Q1. Staff recognition related to MVV is part of quarterly all-hands meeting format. Additional options to enhance this component of the City's organizational culture will be considered in Q3/Q4.

Work Plan Task 5.1.9

Ongoing - Dec 31, 2019

Some Disruption

Progress 75%

Surplus Property Disposition

Updated on Jul 18, 2019 19:12:07

Ongoing. Expected completion for all three properties (Pritchard, Manitou, and Islandwood trail easement) is now anticipated for Q3/Q4.

Work Plan Task 5.1.10

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Code Compliance Initiatives

Updated on Jul 18, 2019 19:12:25

Council briefing on changes to improve enforcement capability is planned for Q3.

Work Plan Task 5.1.11

Ongoing - Dec 31, 2019

On Track

Progress 25%

Franchise Agreements for Cellular Services

Updated on Jul 13, 2019 17:50:07

Work on this item is ongoing, and includes consultation with outside counsel.

Work Plan Task 5.1.12

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Franchise Agreements for Utilities in City Right-of-Way

Updated on Jul 18, 2019 19:13:33

Work on this item in Q1/Q2 involved consultation with outside counsel. In Q3/Q4, work on this task will be more significant, to include a briefing to Council in Q3/Q4 on the process staff anticipates to address these agreements, specifically the renewal of the PSE franchise which expires in Q2/2022.

Work Plan Task 5.1.13

3

Ongoing - Dec 31, 2019

On Track

Progress 0%

IAM Labor Agreement

Updated on Jul 13, 2019 17:45:05

Negotiations on the next labor agreement have not yet been initiated by IAM.

Work Plan Task 5.1.14

3

Ongoing - Dec 31, 2019

On Track

Progress 0%

Granicus Agenda Tool for Additional Committees

Updated on Jul 07, 2019 02:19:07

Planning Commission transition to Granicus platform planned for Q3.

Work Plan Task 5.1.15

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Closed Captioning for City Council Meetings

Updated on Jul 07, 2019 02:19:33

Hardware and software trial performed in Q2, with additional testing planned in Q3. New alternatives may need to be identified based on performance.

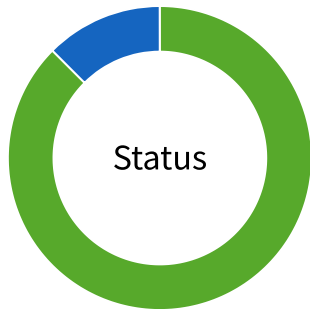


Finance & Administrative Services

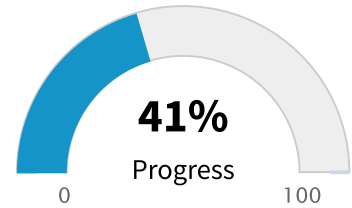
16

Work Plan Task

Overall Summary



● On Track 87.5%
● Completed 12.5%



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 1.1.10



Ongoing - Dec 31, 2019

On Track

Progress 15%

Police Station/Municipal Court Replacement Project - funding plan.

Updated on Jul 07, 2019 00:14:08

Updated and improved financial capacity model which helped identify option for higher amount of additional General Fund contribution to project. Supported Council discussion in Q2 to confirm key decisions about financing plan. Schedule of financing events completed. Target December, 2019 for potential bond issuance close.

Work Plan Task 3.1.7



Ongoing - Dec 31, 2019

On Track

Progress 75%

Support Implementation of Increased Transportation Benefit Fund Fees.

Updated on Jul 07, 2019 00:11:34

Completed approved resolution to increase the vehicle license fee. Amended the ILA with Department of Licensing to support new fees. Developed Fee Rebate program.

Priority: 3

Work Plan Task 5.1.16



Ongoing - Dec 31, 2019

On Track

Progress 50%

Improve Capital Project Reporting

Updated on Jul 07, 2019 00:05:22

Held quarterly Capital Meetings with Public Works staff and implemented quarterly cash flow updates. Kicked off Mid-year CIP update. Provided Monthly Project Status reports to PW. Recently began weekly meetings. Work is ongoing.

Work Plan Task 5.1.17



Ongoing - Dec 31, 2019

On Track

Progress 50%

Deliver Scheduled Financial Reporting

Updated on Jul 13, 2019 18:52:31

To date in 2019, two monthly reports were delivered late, three were on time. The 1st quarterly report was delivered on time.

Work Plan Task 5.1.18



Ongoing - Dec 31, 2019

Completed

Progress 100%

Resolve Issues Related to City Fee Schedule.

Updated on Jul 07, 2019 00:06:54

Worked with staff to identify and update fee schedule deficiencies. Submitted revised fee schedule resolution to Council in Q1 to add missing/correct out-of-date information.

Work Plan Task 5.1.19



Ongoing - Dec 31, 2019

On Track

Progress 0%

Recommend Tool for Long-Range Financial Forecasting

Updated on Jul 07, 2019 02:27:54

Staff is working toward a recommendation for a replacement tool in advance of the next biennial budget.

Work Plan Task 5.1.20



Ongoing - Dec 31, 2019

Completed

Progress 100%

Implement Online Payroll System

Updated on Jul 07, 2019 00:08:38

Moved to online timesheets via implementation of Executime software in Q1/Q2. Increased use of project coding is an ongoing effort.

Work Plan Task 5.1.21



Ongoing - Dec 31, 2019

On Track

Progress 75%

Complete 2019-2020 Biennial Budget Documents and Submit for Award

Updated on Jul 07, 2019 02:28:30

2019 - 2020 Adopted Budget and submission for GFOA Distinguished Presentation Award are complete. Notification expected in Q3.

Work Plan Task 5.1.22

Ongoing - Dec 31, 2019

On Track

Progress 75%

2018 Consolidated Annual Financial Report (CAFR)

Updated on Jul 07, 2019 00:23:21

Submitted 2018 CAFR for award. Anticipated notification is December 2019.

Work Plan Task 5.1.23

Ongoing - Dec 31, 2019

On Track

Progress 25%

Finance and Public Works CIP Coordination

Updated on Jul 07, 2019 00:15:12

Kicked off update to Mid-year CIP – Information from PW due to Finance Q3. Work ongoing.

Work Plan Task 5.1.24

Ongoing - Dec 31, 2019

On Track

Progress 10%

Complete 2020 Mid-Biennial Budget Amendments

Updated on Jul 07, 2019 00:16:11

In progress. Kicked off update to mid-year CIP. Target Q3 Council discussions for proposed adjustments.

Work Plan Task 5.1.25

Ongoing - Dec 31, 2020

On Track

Progress 0%

2021-2022 Biennial Budget - GFOA budget presentation award

Updated on Jul 07, 2019 02:07:04

Staff work on initial planning for next biennial budget (2021-2022) will begin more fully in Q3/Q4 2019. A complete budget development calendar will be presented in Q1-2020.

Work Plan Task 5.1.26

Ongoing - Dec 31, 2020

On Track

Progress 5%

2019 CAFR - Submit for Distinguished Presentation Award

Updated on Jul 07, 2019 02:26:11

Planning in progress for 2019 improvements, including planned replacement of current CAFR software. This task will begin more fully in Q3/Q4 - 2019.

Work Plan Task 5.1.27

Ongoing - Dec 31, 2020

On Track

Progress 5%

2019 Reporting - Develop "Popular" Annual Financial Report (PAFR)

Updated on Jul 07, 2019 00:26:04

Started planning and evaluation in late Q2 for implementation by year end 2019.

Work Plan Task 5.1.28

Ongoing - Dec 31, 2020

On Track

Progress 25%

Update biennial CIP process for 2021-2022, including consideration of budgeting labor within projects.

Updated on Jul 07, 2019 02:26:40

Implemented quarterly cashflow update in Q2. Working to develop accounting for project labor in Police and Court Facility project. Will expand to other capital projects going forward.

Work Plan Task 5.1.29

Ongoing - Dec 31, 2020

On Track

Progress 50%

Update financial capacity planning, including revenue scenarios.

Updated on Jul 07, 2019 00:18:13

Developed new Financial Planning Model. To be rolled out midyear and updated monthly. Working toward developing a long-term staffing model.

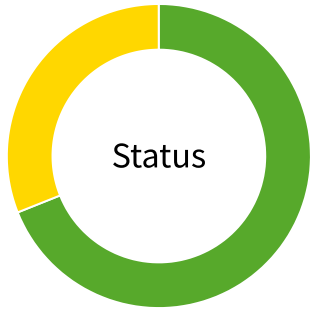


Planning & Community Development

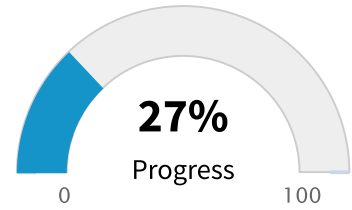
29

Work Plan Task

Overall Summary



● On Track 68.97
● Some Disruption 31.03



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 2.1.2



Ongoing - Dec 31, 2020

On Track

Progress 25%

Complete 2020 Shoreline Management Plan (SMP) Periodic Update.

Updated on Jul 07, 2019 01:21:45

Discussed SMP Public Participation Program and Work Plan with Council in Q1. Held first study session with Planning Commission in June. Task will be ongoing through early 2020.

Work Plan Task 2.1.4



Ongoing - Dec 31, 2019

Some Disruption

Progress 10%

Support Council consideration of Green Building Initiatives.

Updated on Jul 07, 2019 01:31:07

Building Official held meetings with DRB in Q2. Council briefing anticipated in Q3. Task was delayed from planned schedule due to transition in Building Official position.

Work Plan Task 3.1.9



Ongoing - Dec 31, 2019

On Track

Progress 50%

Affordable Housing Initiatives.

Updated on Jul 07, 2019 01:09:43

In progress. In Q1/Q2, staff supported Council review of affordable housing work plan, and endorsed approach to include dedicated staffing and priority actions. Staff also supported Council consideration of various uses for the Housing Trust Fund. In Q3/Q4, staff will work with Council to review proposals on ADU's, inclusionary zoning, a multi-family tax exemption, and changes to the City's TDR program. The Suzuki property affordable housing project is also in progress.

Work Plan Task 3.1.11



Ongoing - Dec 31, 2019

On Track

Progress 50%

Regulations for Accessory Dwelling Units (ADU's).

Updated on Jul 13, 2019 18:17:50

Staff supported Council study session in June. Topics included common ownership requirements, rules for tiny homes and RV's, and dimensional standard relief (omission from lot coverage calculation). Additional discussion scheduled for Q3.

Work Plan Task 3.1.12



Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete revisions to Design Guidelines.

Updated on Jul 13, 2019 18:18:24

Staff supported two Council discussions during Q1/Q2 to develop policy recommendations, as well as two public meetings during Q1/Q2 (in addition to other public outreach). Three sessions were also held with the Design Review Board during Q1/Q2.

Work Plan Task 3.1.14



Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete revisions to Subdivision guidelines, standards, and criteria.

Updated on Jul 07, 2019 01:23:27

Staff supported five study sessions with City Council in Q1/Q2 to address policy issues related to this topic. Ordinance is being reviewed for implementation and administrative consistency and is scheduled for Council consideration in Q3.

Work Plan Task 3.1.15



Ongoing - Dec 31, 2020

Some Disruption

Progress 50%

Complete Island Center Subarea Plan.

Updated on Jul 07, 2019 01:35:30

Bimonthly community meetings held in Q1 & Q2. Tasks 1-6 of 12 of the contract with Makers are complete. Makers contract discontinued in Q2 due to unforeseen personnel issues. Staff will work in Q3 to adjust project approach to maintain momentum and work towards public meeting and completion of a draft plan in Q3/Q4.

Work Plan Task 3.1.22

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Amend SEPA ordinance to reflect updates approved by State in 2014.

Updated on Jul 13, 2019 18:16:11

This task is not yet started and may be deferred to 2020 depending on capacity. SEPA rule revisions adopted by Ecology in 2014 increased the flexible thresholds that local governments may adopt to exempt minor new construction projects from SEPA review. The City currently adopts the SEPA exemption language by reference so code revisions are not required at this time. For permit streamlining purposes, the City may choose to raise SEPA exemption thresholds within the ranges and procedures specified in the rule update, which would require text revisions to BIMC 16.04.070.

Work Plan Task 3.1.36

Ongoing - Dec 31, 2020

On Track

Progress 0%

Initiate Winslow Master Plan Update.

Updated on Jul 07, 2019 01:52:30

This task is planned for 2020.

Priority: 2

Work Plan Task 2.1.3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete revisions to Native Vegetation, Landmark Tree ordinances.

Updated on Jul 07, 2019 01:30:06

In June, Council approved the extension of Landmark Tree Ordinance to be effective until December, 2019 but within the Winslow area only rather than islandwide. Staff also supported Council review of Tree Resource Code and Policy Recommendations from Team of Consulting Arborists in Q2. Additional work to review related policies will continue after full-time City arborist is hired in Q3.

Work Plan Task 2.1.5

Ongoing - Dec 31, 2019

On Track

Progress 25%

Enhanced SMP monitoring, outreach, stewardship & restoration projects.

Updated on Jul 10, 2019 22:46:29

Daily shoreline project review and counter service by current planning team provides public with information on monitoring and outreach. Intern is resuming SMP/CAO monitoring initiated in 2018, and research on best practices.

Work Plan Task 2.1.6

Ongoing - Dec 31, 2019

On Track

Progress 0%

Obtain consulting services related to proposed solar ordinances.

Updated on Jul 07, 2019 01:45:41

Not started. Planned for Q3/Q4 in conjunction with Green Building policy discussion.

Work Plan Task 3.1.10

Ongoing - Dec 31, 2019

On Track

Progress 50%

Consider TDR program and ARL Designation.

Updated on Jul 07, 2019 01:12:26

- **ARL Designation.** Application to add an ARL designation was submitted by staff in Q1. Will be reviewed by Planning Commission in Q3.
- **Transfer of Development Rights (TDR).** In Q1, Council received a report on options for TDR. In Q3, staff will provide a proposal for changes to the City's existing TDR program based on the feedback from that report.

Work Plan Task 3.1.23

2

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Develop and implement change in noticing requirements for tree clearing.

Updated on Jul 07, 2019 01:52:55

This task is not yet started. May be deferred to 2020 pending capacity.

Work Plan Task 3.1.25

2

Ongoing - Dec 31, 2020

On Track

Progress 0%

Review Noise Standards.

Updated on Jul 07, 2019 01:44:37

This task is planned for 2020

Priority: 3

Work Plan Task 3.1.13

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete changes to Code Enforcement (BIMC 2.16, signs, animal control)

Updated on Jul 07, 2019 01:20:21

- **BIMC 2.16.** Legal review and best practice research is in progress. Proposed changes will be scheduled for Council review in Q3/Q4.
- **Sign Code.** Six meetings held with City Council during Q1/Q2. Completion of policy direction is expected in Q3. Revised ordinance will be scheduled for Council review in Q3/Q4.
- **Animal Control:** Changes to address requests from Kitsap Humane Society and other issues were adopted with revised ordinance in Q2.

Work Plan Task 3.1.16

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Report results on new Live/Work provisions in B/I Zone.

Updated on Jul 10, 2019 22:50:11

To date in 2019, there have been no live/work units proposed in the B/I zone.

Work Plan Task 3.1.17

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Support Council review of workplan items associated with Development Moratorium.

Updated on Jul 07, 2019 01:41:30

Staff provided biweekly moratorium work program status reports to the Council in Q 1 and Q2. In Q1, Council extended development moratorium until early October, 2019.

Work Plan Task 3.1.18

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Consistency changes to Parking Standards.

Updated on Jul 07, 2019 01:54:38

This task is not yet started. May be deferred to 2020 pending capacity.

Work Plan Task 3.1.19

3

Ongoing - Dec 31, 2019

On Track

Progress 25%

Consistency changes to Dimensional Standards.

Updated on Jul 10, 2019 22:51:06

Housekeeping changes to these items are scheduled for Planning Commission review in Q3.

Work Plan Task 3.1.20

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Complete Clarifications of Use Definitions.

Updated on Jul 07, 2019 01:54:18

This task is not yet started. May be deferred to 2020 pending capacity.

Work Plan Task 3.1.21

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Updated on Jul 07, 2019 01:53:53

This task is not yet started. May be deferred to 2020 pending capacity.

Amend Addressing for County Consistency.

Work Plan Task 3.1.24

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Updated on Jul 07, 2019 01:43:38

Proposed land use amendment language was provided to the Planning Commission for review in Q2.

Develop and implement requirements for off-site construction staging.

Work Plan Task 3.1.26

3

Ongoing - Dec 31, 2020

On Track

Progress 0%

Updated on Jul 10, 2019 22:51:21

This task is planned for 2020.

Initiate additional Subarea Plan update (TBD).

Work Plan Task 5.1.30

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Updated on Jul 13, 2019 18:18:47

Implemented counter hours change in June. Review of contract to expand online permit submittal options is in progress. Provided expanded opportunities for electronic appointments for three permit types.

Continue Planning Department Process Improvements.

Work Plan Task 5.1.31

3

Ongoing - Dec 31, 2020

Some Disruption

Progress 10%

Updated on Jul 07, 2019 01:32:46

Two internal staff meetings held. Draft RFP in progress. Anticipate consultants will be selected and begin work in Q3. Results are expected in Q1/Q2-2020 to inform 2021-2022 Biennial Budget.

Complete Building & Development Services Rate Study.

Work Plan Task 5.1.32

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Updated on Jul 07, 2019 01:38:10

Ongoing. Internal staff discussion with SeeClickFix representatives in Q2. Software adjustments and internal consistency efforts expected in Q3/Q4.

Lead Citywide "reboot" of SeeClickFix reporting tool.

Work Plan Task 5.1.33

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Updated on Jul 07, 2019 01:38:46

Reporting to Council was completed for Q1 & Q2.

Provide quarterly reporting to Council on requests for BIMC changes.

Work Plan Task 5.1.34

3

Ongoing - Dec 31, 2019

On Track

Progress 0%

Updated on Jul 10, 2019 22:52:51

This task is not yet started.

Complete Administrative Corrections to Title 18.

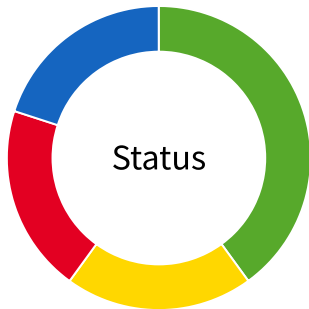


Public Safety

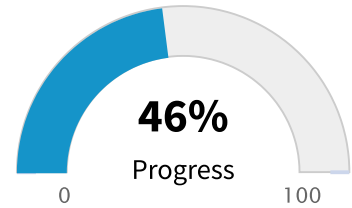
5

Work Plan Task

Overall Summary



● On Track	40.0
● Some Disruption	20.0
● Major Disruption	20.0
● Completed	20.0



Priority: 1

Work Plan Task 1.1.1

1

Ongoing - Dec 31, 2019

On Track

Progress 50%

Police personnel Initiatives

Updated on Jul 06, 2019 23:40:46

- **Hiring:** three conditional offers have been given, two for entry level and one for a lateral.
- **Corporals:** 1 of the 4 corporals has completed the “First Line Supervisor” course. The other three are scheduled to attend in either Q3 or Q4.
- **Department initiatives.** Ongoing.
- **New I-940 requirements.** The new training requirements are still being refined by CJTC. The department will continue to monitor.

Work Plan Task 1.1.4

1

Ongoing - Dec 31, 2019

Completed

Progress 100%

Police K9 Team

Updated on Jul 07, 2019 02:37:38

New K9 Officer Whitney received in Q2 and is actively working with partner, Officer Kurt Enget. Training for handler completed in Q1/Q2.

Priority: 2

Work Plan Task 1.1.2

2

Ongoing - Dec 31, 2019

On Track

Progress 50%

Traffic Safety Initiatives

Updated on Jul 06, 2019 23:44:21

- **Traffic Improvement Officer.** Corporal Gary Koon and Officer Dale Johnson are currently serving as the traffic officers and are working toward a new traffic emphasis system.
- **Hand-held radar gun.** A new hand-held radar gun was obtained by the department using funds from a WASPC grant.
- **Speed signs.** One additional speed sign was obtained using funds from a WASPC grant.

Priority: 3

Work Plan Task 1.1.3

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 30%

Police Technology Initiatives

Updated on Jul 06, 2019 23:47:35

- **Camera Systems.** The camera system for the interview room is installed and user training completed. Implementation of body camera and in-car cameras is in progress and expected to be completed by Q4.
- **Inventory System.** Options for new software for inventory system are being evaluated.

Work Plan Task 5.1.44



Updated on Jul 06, 2019 23:51:02

Ongoing - Dec 31, 2019

Major Disruption

Progress 0%

Effort to undertake department strategic planning is on hold pending transition in police chief position.

Police Department Strategic Planning.

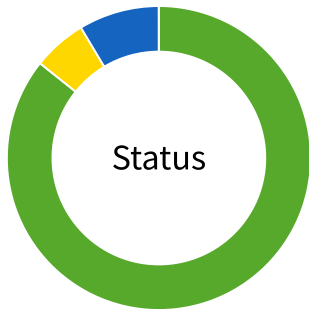


Public Works

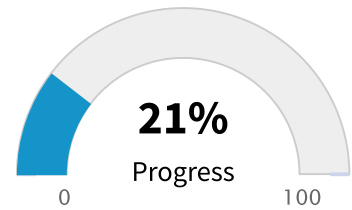
35

Work Plan Task

Overall Summary



● On Track	%
● Some Disruption	85.71
● Completed	5.71
	8.57



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 1.1.9



Ongoing - Dec 31, 2019

On Track

Progress 25%

Police Station/Municipal Court Facility Replacement Project - project design.

Updated on Jul 07, 2019 00:37:30

Site selection completed and purchase approved in Q2. Architect contract approved Q2. Work to complete permitting and final design is underway.

Work Plan Task 2.1.8



Ongoing - Dec 31, 2019

On Track

Progress 25%

Initiate Groundwater Management Plan.

Updated on Jul 10, 2019 21:43:05

Scope of plan reviewed by ETAC and UAC in Q2. Hiring action in progress for term-limited hydrogeologist.

Work Plan Task 3.1.28



Ongoing - Dec 31, 2019

On Track

Progress 25%

Support City Council consideration of \$150k for Nonmotorized planning/projects.

Updated on Jul 10, 2019 21:43:39

Staff supported extensive Council discussion during Q1/Q2 to develop "Sustainable Transportation" project. RFQ issued in Q2 and proposed consulting team selected. Staff reviewed proposed scope with Council in June. Next steps to be determined.

Work Plan Task 3.1.29



Ongoing - Dec 31, 2019

Some Disruption

Progress 50%

Wyatt Way Roundabout and Improvements – Complete Design.

Updated on Jul 07, 2019 00:42:51

In progress. Plan to bring 60% design to City Council in Q3. ROW negotiations took longer than anticipated to resolve.

Work Plan Task 3.1.32



Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete re-design and construction of Olympic Drive Improvements.

Updated on Jul 07, 2019 00:47:53

Project is on track to complete construction in Q4.

Work Plan Task 3.1.35



Ongoing - Dec 31, 2019

On Track

Progress 25%

Sportsman Club/New Brooklyn Roundabout – Complete Design.

Updated on Jul 09, 2019 23:34:36

Council review of final design scheduled for Q3.

Work Plan Task 5.1.35



Ongoing - Dec 31, 2019

Completed

Progress 100%

Complete rate study for water and sewer utilities.

Updated on Jul 07, 2019 00:36:26

Rate study completed and new rates implemented in Q2.

Work Plan Task 2.1.18



Ongoing - Dec 31, 2020

On Track

Progress 0%

Complete Groundwater Management Plan

Updated on Jul 07, 2019 02:00:04

This task is planned for 2020.

Priority: 2

Work Plan Task 1.1.8

Ongoing - Dec 31, 2019

On Track

Progress 25%

Develop annual program for neighborhood traffic calming.

Updated on Jul 07, 2019 00:35:01

Program structure approved by City Council Q2. Program will be launched as one-year pilot due to risk to funding source pending Initiative 976.

Work Plan Task 2.1.7

Ongoing - Dec 31, 2019

On Track

Progress 25%

Increase annual noxious weed control activities.

Updated on Jul 07, 2019 00:46:39

Staff is coordinating options for expanded scope with Kitsap County Weed Board. Expected to provide options for Council review in Q3.

Work Plan Task 2.1.9

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Adopt ordinance to regulate Fats, Oil and Grease (FOG) in City sewer system.

Updated on Jul 07, 2019 00:38:03

Task is in progress, but delayed until Q4.

Work Plan Task 2.1.10

Ongoing - Dec 31, 2019

On Track

Progress 10%

Complete study to upgrade WWTP to tertiary treatment.

Updated on Jul 07, 2019 00:41:52

RFQ in progress, expected to issue in Q3.

Work Plan Task 2.1.11

Ongoing - Dec 31, 2019

Completed

Progress 100%

Support Council consideration of Code changes requested by Living Building Challenge project.

Updated on Jul 07, 2019 00:45:23

Completed. Change to City Sewer Code approved Q2.

Work Plan Task 2.1.12

Ongoing - Dec 31, 2019

On Track

Progress 0%

Complete additional drainage improvements to Parkhill Drive.

Updated on Jul 10, 2019 21:43:55

This task is scheduled for Q3/Q4.

Work Plan Task 2.1.15

Ongoing - Dec 31, 2019

On Track

Progress 0%

Eagle Harbor Drive McDonald Creek Culvert Repairs – Complete Construction.

Updated on Jul 09, 2019 23:32:52

This task is scheduled for Q3/Q4.

Work Plan Task 3.1.30

Ongoing - Dec 31, 2019

On Track

Progress 50%

Open Water Marina Buoy Replacement – Complete Installation.

Updated on Jul 07, 2019 00:44:13

Staff supported extensive engagement and Council discussion related to project in Q1/Q2. Design is complete and contract award is awaiting bids.

Work Plan Task 3.1.31

Ongoing - Dec 31, 2019

On Track

Progress 25%

Support completion of trail segment by Visconsi.

Updated on Jul 07, 2019 00:44:53

Permitting in progress. Construction anticipated Q3/Q4.

Work Plan Task 3.1.33

2

Ongoing - Dec 31, 2019

On Track

Progress 0%

High School Road Safety Improvements – Complete Design.

Updated on Jul 09, 2019 23:33:52

This task is scheduled for Q3/Q4.

Work Plan Task 3.1.34

2

Ongoing - Dec 31, 2019

Completed

Progress 100%

Waterfront Park Pedestrian Bridge Improvements – Complete Construction.

Updated on Jul 07, 2019 00:48:36

Project was completed in Q2.

Work Plan Task 4.1.7

2

Ongoing - Dec 31, 2019

On Track

Progress 25%

Complete implementation of short-term recommendations from parking study.

Updated on Jul 09, 2019 23:35:20

Staff engaged with BIDA during Q2 to assess feedback on recommendations. Public meeting scheduled for Q3.

Work Plan Task 4.1.8

2

Ongoing - Dec 31, 2019

On Track

Progress 0%

Complete project to cover and improve Farmer's Market area (Town Square).

Updated on Jul 10, 2019 21:45:33

Project plans on hold during Q1/Q2 pending direction from Council on scope and coordination with former Town Square Subcommittee planning. Project is planned for Q3 Council briefing to propose design, budget, and construction schedule.

Work Plan Task 5.1.37

2

Ongoing - Dec 31, 2019

On Track

Progress 25%

Complete Major Maintenance Projects per 2018 City Facility Assessment.

Updated on Jul 13, 2019 18:14:33

The 2018 Facility Assessment identified numerous maintenance projects needed across City facilities. More than 30 of these were identified as highest priority and are related primarily to safety, energy efficiency and technology improvements. These priority projects entail nearly \$2 million in funding over a two-year workplan, which was provided in the Approved 2019-2020 Budget. Additionally, in Q1 the City created (and filled) a second PW Project Manager position to help to address this backlog and to increase the City's capacity to maintain facility stewardship goals going forward. As of Q2, multiple projects on the 2019 workplan are underway and work is proceeding as scheduled.

Work Plan Task 2.1.16

2

Ongoing - Dec 31, 2020

On Track

Progress 0%

Initiate work to assess site options at Vincent Road property.

Updated on Jul 07, 2019 01:59:47

This task is planned for 2020.

Work Plan Task 2.1.17

2

Ongoing - Dec 31, 2020

On Track

Progress 0%

Complete Islandwide stormwater study.

Updated on Jul 09, 2019 23:33:08

This task is scheduled for 2020.

Work Plan Task 4.1.9

2

Ongoing - Dec 31, 2020

On Track

Progress 0%

Complete project for viewing platform at WSF terminal.

Updated on Jul 07, 2019 02:00:26

This task is planned for 2020.

Work Plan Task 5.1.38

2

Updated on Jul 07, 2019 02:00:39

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Review design and scoping options for City Hall renovations.

Priority: 3

Work Plan Task 2.1.13

3

Updated on Jul 09, 2019 23:32:17

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is scheduled for Q3/Q4.

Complete consistency changes to Design and Construction Standards.

Work Plan Task 2.1.14

3

Updated on Jul 09, 2019 23:32:32

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is scheduled for Q3/Q4.

Complete consistency changes to Stormwater Code.

Work Plan Task 3.1.27

3

Updated on Jul 09, 2019 23:33:36

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is scheduled for Q3/Q4.

Support City Council review of traffic concurrency / traffic study methodology.

Work Plan Task 5.1.36

3

Updated on Jul 09, 2019 23:36:36

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is scheduled for Q3/Q4.

Develop and implement noticing requirements for City capital projects.

Work Plan Task 5.1.39

3

Updated on Jul 09, 2019 23:37:35

Ongoing - Dec 31, 2020

On Track

Progress 25%

Work to submit for accreditation is in progress, with more than 70% of task reviews completed to date.

Pursue Public Works accreditation through APWA.

Work Plan Task 5.1.40

3

Updated on Jul 07, 2019 02:01:01

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Improve administration of road approach permitting.

Work Plan Task 5.1.41

3

Updated on Jul 07, 2019 02:01:47

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Consolidate Codes related to right of way (ROW).

Work Plan Task 5.1.42

3

Updated on Jul 07, 2019 02:01:14

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Update fees for Traffic Concurrency and Mitigation.

Work Plan Task 5.1.43

3

Updated on Jul 07, 2019 02:01:32

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Update BIMC related to recovery of infrastructure costs (charge period for latecomers, bonding for civil improvements).



2019 Workplan Priorities

By Strategic Goal

Status as of MidYear

(June 30, 2019)

INTRODUCTION

This report provides an update on Citywide workplan priorities as of mid-year (June 30, 2019). In January of 2019, the City Council and City staff worked together to identify key tasks and initiatives for the coming year. These workplan items are grouped by department, and represent areas of additional focus, new activities, or particular community significance. In many cases, these items have a multi-year planning horizon, and so it is helpful to track progress and next steps, and to also identify unexpected challenges or capacity issues.

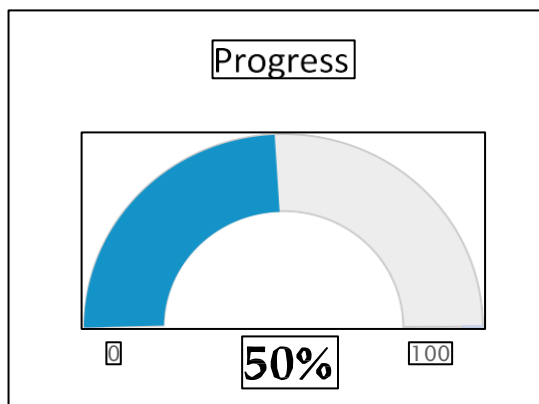
Priority. Each item is assigned a level of priority: 1 = High, 2 = Medium, and 3 = Best Management Practice (BMP).

The priority level for each item is shown as an icon: 

Progress. The report indicates progress, or degree of completeness, for each task as of midyear.

Progress 50%

Overall progress is determined by the summation of each individual items' level of completion. For example, if one half of the items are 25% complete and one half are 75% complete, the overall progress result would be 50%. This high-level indicator is shown as a Progress arch at the start of each department section, and for the City overall.



Status. The report indicates status for each task as of midyear.

If an item is moving forward without impediment, on roughly the timeline anticipated in January, it is shown as "on track." If it is moving forward without impediment, but on a slower pace than anticipated in January, it is shown as "some disruption." In only a few cases citywide, there are items that are deferred to 2019 or will not complete at all. These are shown as "major disruption."

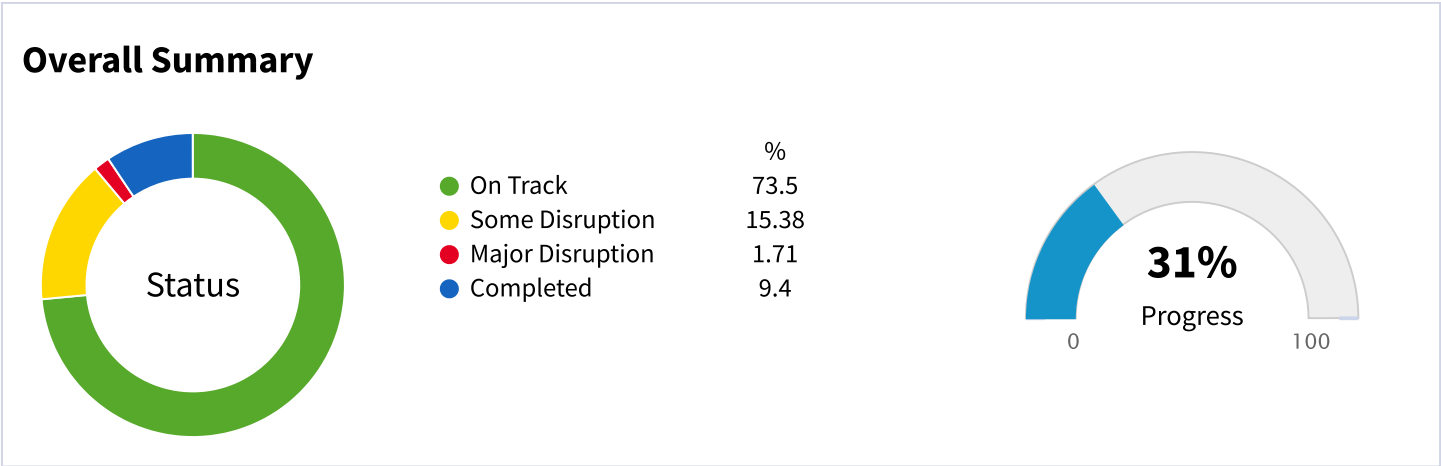
Completed

On Track

Some Disruption

Major Disruption

5	117
Goal	Work Plan Task



Report Legend

No Update

Overdue

Priority

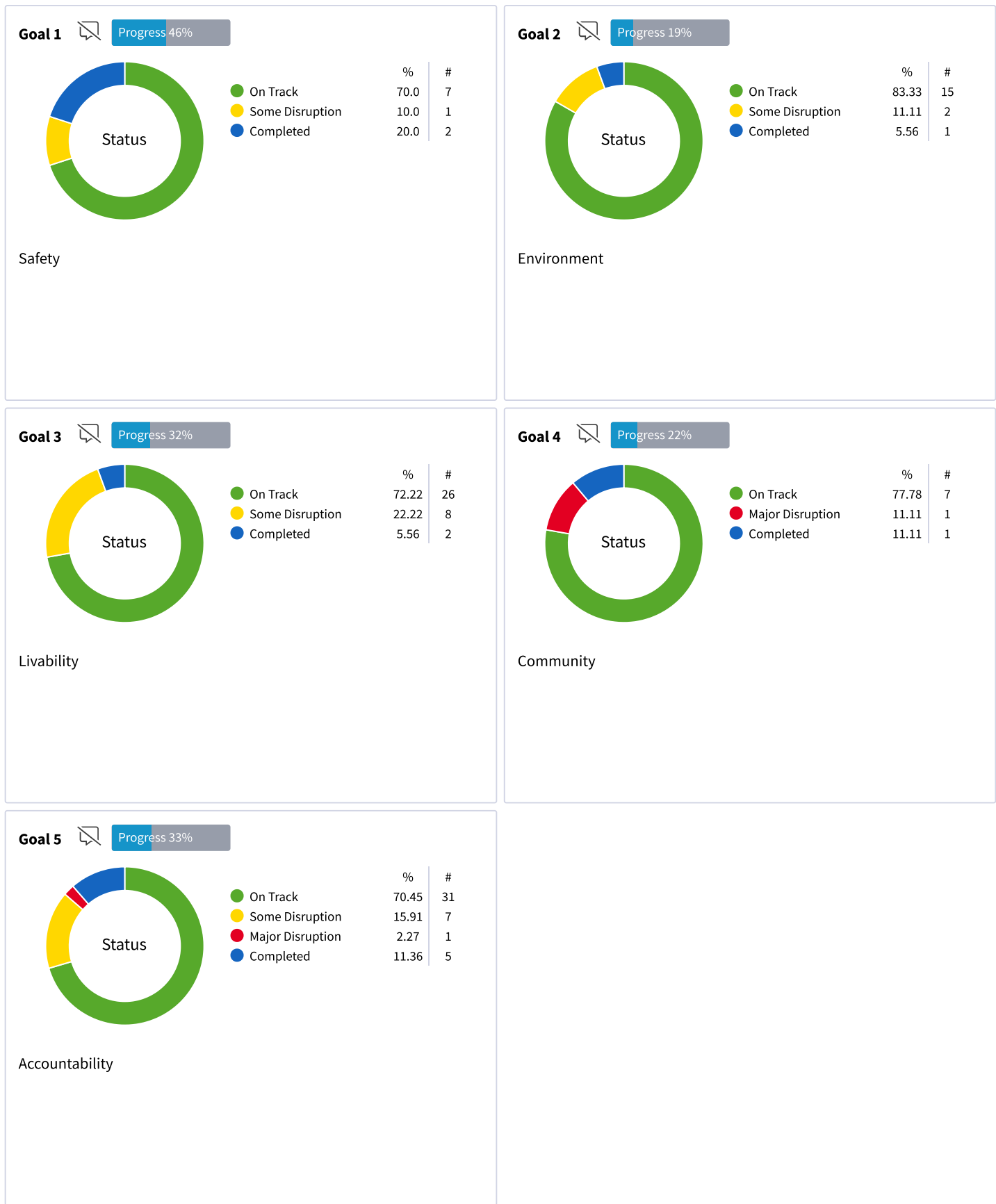
Results

Across the organization, results at midyear indicate that a majority of the City’s 2019 workplan priorities are on track or continuing with a manageable level of disruption/delay. Several items have experienced some degree of timing delay ("Some Disruption") but are continuing towards completion. Only a very few isolated tasks have been deferred due to capacity or other issues ("Major Disruption").

This report presents midyear status with each task grouped by strategic goal (for example, safety, environment, livability, etc.). This information is also available as a separate report in a format that is grouped by department with lead responsibility for each task.

Status of the City’s workplan priorities will be reported again at year-end (as of December 31, 2019) to help inform planning for 2020 and for the next biennial budget cycle (2021-2022).

Plan Summary





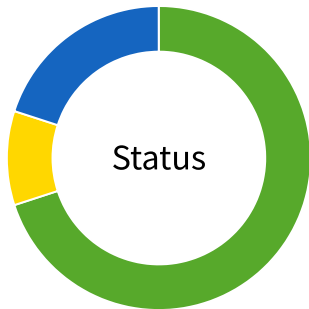
Goal 1 - Safety

(Police, Public Works, Emergency Preparedness)

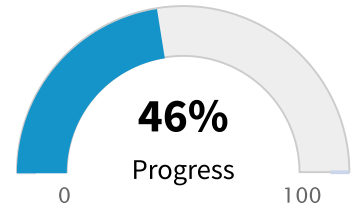
10

Work Plan Task

Overall Summary



● On Track	70.0
● Some Disruption	10.0
● Completed	20.0



Report Legend

 No Update

 Overdue

 Priority

Work Plan Task 1.1.1



Updated on Jul 06, 2019 23:40:46

Ongoing - Dec 31, 2019

On Track

Progress 50%

Police personnel Initiatives

- **Hiring:** three conditional offers have been given, two for entry level and one for a lateral.
- **Corporals:** 1 of the 4 corporals has completed the “First Line Supervisor” course. The other three are scheduled to attend in either Q3 or Q4.
- **Department initiatives.** Ongoing.
- **New I-940 requirements.** The new training requirements are still being refined by CJTC. The department will continue to monitor.

Work Plan Task 1.1.4



Updated on Jul 07, 2019 02:37:38

Ongoing - Dec 31, 2019

Completed

Progress 100%

Police K9 Team

New K9 Officer Whitney received in Q2 and is actively working with partner, Officer Kurt Enget. Training for handler completed in Q1/Q2.

Work Plan Task 1.1.5



Updated on Jul 15, 2019 21:23:48

Ongoing - Dec 31, 2019

Completed

Progress 100%

Police Station/Municipal Court Facility Replacement Project - complete site selection.

Council approved purchase of Harrison Medical Building site in Q2. Work to finalize design and prepare for construction will complete in Q3/Q4.

Work Plan Task 1.1.7



Updated on Jul 07, 2019 02:14:54

Ongoing - Dec 31, 2019

On Track

Progress 50%

Emergency Management Initiatives

- Council briefing provided in Q1.
- Emergency Management Strategic Plan development is ongoing.
- CEMP drafts according to schedule. Annexes will be completed in Q2 and expect submittal in Q3.
- Training and Exercise program is in progress. EOC Section training completed in Q2. Tabletop exercise series ongoing through end of the year.
- EOC upgrades: not yet started, will evaluate in Q3.
- AM Radio Tower: contractor selected (Hatfield & Dawson) to evaluate the project and map out scope of work and timeline for installation.

Work Plan Task 1.1.9



Updated on Jul 07, 2019 00:37:30

Ongoing - Dec 31, 2019

On Track

Progress 25%

Police Station/Municipal Court Facility Replacement Project - project design.

Site selection completed and purchase approved in Q2. Architect contract approved Q2. Work to complete permitting and final design is underway.

Work Plan Task 1.1.10

1

Ongoing - Dec 31, 2019

On Track

Progress 15%

Police Station/Municipal Court Replacement Project - funding plan.

Updated on Jul 07, 2019 00:14:08

Updated and improved financial capacity model which helped identify option for higher amount of additional General Fund contribution to project. Supported Council discussion in Q2 to confirm key decisions about financing plan. Schedule of financing events completed. Target December, 2019 for potential bond issuance close.

Priority: 2**Work Plan Task 1.1.2**

2

Ongoing - Dec 31, 2019

On Track

Progress 50%

Traffic Safety Initiatives

Updated on Jul 06, 2019 23:44:21

- **Traffic Improvement Officer.** Corporal Gary Koon and Officer Dale Johnson are currently serving as the traffic officers and are working toward a new traffic emphasis system.
- **Hand-held radar gun.** A new hand-held radar gun was obtained by the department using funds from a WASPC grant.
- **Speed signs.** One additional speed sign was obtained using funds from a WASPC grant.

Work Plan Task 1.1.6

2

Ongoing - Dec 31, 2019

On Track

Progress 10%

Improve cellular coverage.

Updated on Jul 18, 2019 19:10:31

In Q1/Q2, staff have attended a series of meetings with representatives from BIFD, Kitsap 911, AT&T and FirstNet to discuss coverage gaps in the community, public safety concerns, and technical options to address. These discussions will continue, with a potential outcome to provide a proposal for specific infrastructure that could be installed to improve public safety by resolving significant gaps in cellular coverage areas.

Work Plan Task 1.1.8

2

Ongoing - Dec 31, 2019

On Track

Progress 25%

Develop annual program for neighborhood traffic calming.

Updated on Jul 07, 2019 00:35:01

Program structure approved by City Council Q2. Program will be launched as one-year pilot due to risk to funding source pending Initiative 976.

Priority: 3**Work Plan Task 1.1.3**

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 30%

Police Technology Initiatives

Updated on Jul 06, 2019 23:47:35

- **Camera Systems.** The camera system for the interview room is installed and user training completed. Implementation of body camera and in-car cameras is in progress and expected to be completed by Q4.
- **Inventory System.** Options for new software for inventory system are being evaluated.



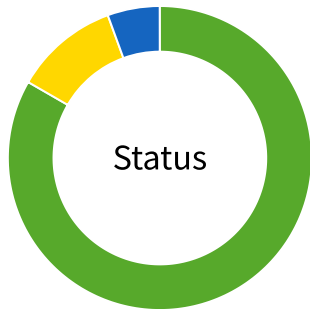
Goal 2 - Environment

(Land Use, Natural Resources, Utilities)

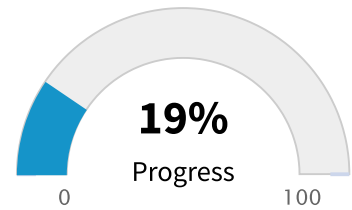
18

Work Plan Task

Overall Summary



● On Track	83.33
● Some Disruption	11.11
● Completed	5.56



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 2.1.1



Ongoing - Dec 31, 2019

On Track

Progress 50%

Greenhouse Gas Inventory

Updated on Jul 15, 2019 21:23:59

In progress. Consultant is completing data collection and development of outreach materials and final report. Presentation to Council expected in Q3.

Work Plan Task 2.1.2



Ongoing - Dec 31, 2020

On Track

Progress 25%

Complete 2020 Shoreline Management Plan (SMP) Periodic Update.

Updated on Jul 07, 2019 01:21:45

Discussed SMP Public Participation Program and Work Plan with Council in Q1. Held first study session with Planning Commission in June. Task will be ongoing through early 2020.

Work Plan Task 2.1.4



Ongoing - Dec 31, 2019

Some Disruption

Progress 10%

Support Council consideration of Green Building Initiatives.

Updated on Jul 07, 2019 01:31:07

Building Official held meetings with DRB in Q2. Council briefing anticipated in Q3. Task was delayed from planned schedule due to transition in Building Official position.

Work Plan Task 2.1.8



Ongoing - Dec 31, 2019

On Track

Progress 25%

Initiate Groundwater Management Plan.

Updated on Jul 10, 2019 21:43:05

Scope of plan reviewed by ETAC and UAC in Q2. Hiring action in progress for term-limited hydrogeologist.

Work Plan Task 2.1.18



Ongoing - Dec 31, 2020

On Track

Progress 0%

Complete Groundwater Management Plan

Updated on Jul 07, 2019 02:00:04

This task is planned for 2020.

Priority: 2

Work Plan Task 2.1.3



Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete revisions to Native Vegetation, Landmark Tree ordinances.

Updated on Jul 07, 2019 01:30:06

In June, Council approved the extension of Landmark Tree Ordinance to be effective until December, 2019 but within the Winslow area only rather than islandwide. Staff also supported Council review of Tree Resource Code and Policy Recommendations from Team of Consulting Arborists in Q2. Additional work to review related policies will continue after full-time City arborist is hired in Q3.

Work Plan Task 2.1.5



Ongoing - Dec 31, 2019

On Track

Progress 25%

Enhanced SMP monitoring, outreach, stewardship & restoration projects.

Updated on Jul 10, 2019 22:46:29

Daily shoreline project review and counter service by current planning team provides public with information on monitoring and outreach. Intern is resuming SMP/CAO monitoring initiated in 2018, and research on best practices.

Work Plan Task 2.1.6



Ongoing - Dec 31, 2019

On Track

Progress 0%

Obtain consulting services related to proposed solar ordinances.

Updated on Jul 07, 2019 01:45:41

Not started. Planned for Q3/Q4 in conjunction with Green Building policy discussion.

Work Plan Task 2.1.7

Ongoing - Dec 31, 2019

On Track

Progress 25%

Increase annual noxious weed control activities.

Updated on Jul 07, 2019 00:46:39

Staff is coordinating options for expanded scope with Kitsap County Weed Board. Expected to provide options for Council review in Q3.

Work Plan Task 2.1.9

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Adopt ordinance to regulate Fats, Oil and Grease (FOG) in City sewer system.

Updated on Jul 07, 2019 00:38:03

Task is in progress, but delayed until Q4.

Work Plan Task 2.1.10

Ongoing - Dec 31, 2019

On Track

Progress 10%

Complete study to upgrade WWTP to tertiary treatment.

Updated on Jul 07, 2019 00:41:52

RFQ in progress, expected to issue in Q3.

Work Plan Task 2.1.11

Ongoing - Dec 31, 2019

Completed

Progress 100%

Support Council consideration of Code changes requested by Living Building Challenge project.

Updated on Jul 07, 2019 00:45:23

Completed. Change to City Sewer Code approved Q2.

Work Plan Task 2.1.12

Ongoing - Dec 31, 2019

On Track

Progress 0%

Complete additional drainage improvements to Parkhill Drive.

Updated on Jul 10, 2019 21:43:55

This task is scheduled for Q3/Q4.

Work Plan Task 2.1.15

Ongoing - Dec 31, 2019

On Track

Progress 0%

Eagle Harbor Drive McDonald Creek Culvert Repairs – Complete Construction.

Updated on Jul 09, 2019 23:32:52

This task is scheduled for Q3/Q4.

Work Plan Task 2.1.16

Ongoing - Dec 31, 2020

On Track

Progress 0%

Initiate work to assess site options at Vincent Road property.

Updated on Jul 07, 2019 01:59:47

This task is planned for 2020.

Work Plan Task 2.1.17

Ongoing - Dec 31, 2020

On Track

Progress 0%

Complete Islandwide stormwater study.

Updated on Jul 09, 2019 23:33:08

This task is scheduled for 2020.

Priority: 3

Work Plan Task 2.1.13

Ongoing - Dec 31, 2019

On Track

Progress 0%

Complete consistency changes to Design and Construction Standards.

Updated on Jul 09, 2019 23:32:17

This task is scheduled for Q3/Q4.

Work Plan Task 2.1.14



Updated on Jul 09, 2019 23:32:32

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is scheduled for Q3/Q4.

Complete consistency changes to Stormwater Code.



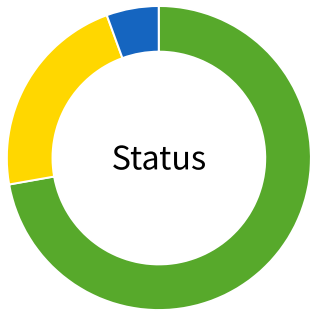
Goal 3 - Livability

(Land Use, Transportation)

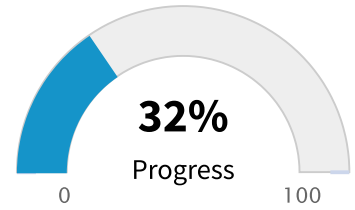
36

Work Plan Task

Overall Summary



● On Track	72.22	%
● Some Disruption	22.22	
● Completed	5.56	



Report Legend

No Update

Overdue

Priority

Priority: 1

Work Plan Task 3.1.1



Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Suzuki Affordable Housing Project.

Updated on Jul 13, 2019 17:23:37

In Q1, Council created Ad Hoc committee to discuss options for project development approach. In Q2, Council approved funding to Housing Resources Bainbridge (HRB) to conduct "feasibility study" to assess how the decision about number of units for the project may influence eligibility for financing. Site development activities, managed by Olympic Property Group (OPG) were put on hold pending completion of feasibility study. Results of feasibility study are expected by Aug. 1. At that time, next steps will be to confirm site plan and number of project units, to resume site development work, and to consider future transfer of property ownership to a development partner and terms.

Work Plan Task 3.1.5



Ongoing - Dec 31, 2019

On Track

Progress 50%

Sign Code Changes

Updated on Jul 13, 2019 17:51:47

Staff provided several briefings to Council on this topic in Q1/Q2, as well as extensive community outreach. Council consideration of potential changes will continue to Q3.

Work Plan Task 3.1.7



Ongoing - Dec 31, 2019

On Track

Progress 75%

Support Implementation of Increased Transportation Benefit Fund Fees.

Updated on Jul 07, 2019 00:11:34

Completed approved resolution to increase the vehicle license fee. Amended the ILA with Department of Licensing to support new fees. Developed Fee Rebate program.

Work Plan Task 3.1.8



Ongoing - Dec 31, 2019

On Track

Progress 25%

Adopt Multi-Year workplan for Comprehensive Plan Implementation.

Updated on Jul 13, 2019 17:30:53

In Q1, Council approved MultiYear Workplan for Implementation of Comprehensive Plan implementing actions. Progress on this workplan will be tracked using documentation for each element, and will be provided to Council and Community as part of Citywide reporting at midyear and year-end. A webpage will be added to the City's website to highlight these activities and provide access to this ongoing reporting.

Work Plan Task 3.1.9



Ongoing - Dec 31, 2019

On Track

Progress 50%

Affordable Housing Initiatives.

Updated on Jul 07, 2019 01:09:43

In progress. In Q1/Q2, staff supported Council review of affordable housing work plan, and endorsed approach to include dedicated staffing and priority actions. Staff also supported Council consideration of various uses for the Housing Trust Fund. In Q3/Q4, staff will work with Council to review proposals on ADU's, inclusionary zoning, a multi-family tax exemption, and changes to the City's TDR program. The Suzuki property affordable housing project is also in progress.

Work Plan Task 3.1.11



Ongoing - Dec 31, 2019

On Track

Progress 50%

Regulations for Accessory Dwelling Units (ADU's).

Updated on Jul 13, 2019 18:17:50

Staff supported Council study session in June. Topics included common ownership requirements, rules for tiny homes and RV's, and dimensional standard relief (omission from lot coverage calculation). Additional discussion scheduled for Q3.

Work Plan Task 3.1.12

Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete revisions to Design Guidelines.

Updated on Jul 13, 2019 18:18:24

Staff supported two Council discussions during Q1/Q2 to develop policy recommendations, as well as two public meetings during Q1/Q2 (in addition to other public outreach). Three sessions were also held with the Design Review Board during Q1/Q2.

Work Plan Task 3.1.14

Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete revisions to Subdivision guidelines, standards, and criteria.

Updated on Jul 07, 2019 01:23:27

Staff supported five study sessions with City Council in Q1/Q2 to address policy issues related to this topic. Ordinance is being reviewed for implementation and administrative consistency and is scheduled for Council consideration in Q3.

Work Plan Task 3.1.15

Ongoing - Dec 31, 2020

Some Disruption

Progress 50%

Complete Island Center Subarea Plan.

Updated on Jul 07, 2019 01:35:30

Bimonthly community meetings held in Q1 & Q2. Tasks 1-6 of 12 of the contract with Makers are complete. Makers contract discontinued in Q2 due to unforeseen personnel issues. Staff will work in Q3 to adjust project approach to maintain momentum and work towards public meeting and completion of a draft plan in Q3/Q4.

Work Plan Task 3.1.22

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Amend SEPA ordinance to reflect updates approved by State in 2014.

Updated on Jul 13, 2019 18:16:11

This task is not yet started and may be deferred to 2020 depending on capacity. SEPA rule revisions adopted by Ecology in 2014 increased the flexible thresholds that local governments may adopt to exempt minor new construction projects from SEPA review. The City currently adopts the SEPA exemption language by reference so code revisions are not required at this time. For permit streamlining purposes, the City may choose to raise SEPA exemption thresholds within the ranges and procedures specified in the rule update, which would require text revisions to BIMC 16.04.070.

Work Plan Task 3.1.28

Ongoing - Dec 31, 2019

On Track

Progress 25%

Support City Council consideration of \$150k for Nonmotorized planning/projects.

Updated on Jul 10, 2019 21:43:39

Staff supported extensive Council discussion during Q1/Q2 to develop "Sustainable Transportation" project. RFQ issued in Q2 and proposed consulting team selected. Staff reviewed proposed scope with Council in June. Next steps to be determined.

Work Plan Task 3.1.29

Ongoing - Dec 31, 2019

Some Disruption

Progress 50%

Wyatt Way Roundabout and Improvements – Complete Design.

Updated on Jul 07, 2019 00:42:51

In progress. Plan to bring 60% design to City Council in Q3. ROW negotiations took longer than anticipated to resolve.

Work Plan Task 3.1.32

Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete re-design and construction of Olympic Drive Improvements.

Updated on Jul 07, 2019 00:47:53

Project is on track to complete construction in Q4.

Work Plan Task 3.1.35

Ongoing - Dec 31, 2019

On Track

Progress 25%

Sportsman Club/New Brooklyn Roundabout – Complete Design.

Updated on Jul 09, 2019 23:34:36

Council review of final design scheduled for Q3.

Work Plan Task 3.1.36*Updated on Jul 07, 2019 01:52:30*

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Initiate Winslow Master Plan Update.

Priority: 2

Work Plan Task 3.1.2*Updated on Jul 15, 2019 21:24:39*

Ongoing - Dec 31, 2019

On Track

Progress 0%

Implement new BI Ride Marketing program with Kitsap Transit.

In Q1, staff met with Kitsap Transit staff to plan survey work that would inform the use of future marketing funds for BI Ride program. Emergence of I-976 ballot initiative in Q2 means that funds that would support the new marketing program could be eliminated in December, 2019, pending the outcome of November voting. Given which, in Q2 City staff and Kitsap Transit agree that work to develop new marketing program should be on hold until outcome of I-976 is known.

Work Plan Task 3.1.3*Updated on Jul 13, 2019 17:26:50*

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is planned for Q3/Q4.

WSF Terminal Viewing Platform

Work Plan Task 3.1.4*Updated on Jul 15, 2019 21:24:56*

Ongoing - Dec 31, 2019

On Track

Progress 25%

Consider Wayfinding Initiative

In conjunction with Council consideration of sign code changes, Council also directed staff to develop potential proposal to request lodging tax funds (LTAC) for a project to expand wayfinding signage in Winslow. Council received overview of potential project in July. Detailed proposal will be developed by staff in Q3 and presented to Council for approval before submission to LTAC for funding consideration in the Fall.

Work Plan Task 3.1.10*Updated on Jul 07, 2019 01:12:26*

Ongoing - Dec 31, 2019

On Track

Progress 50%

Consider TDR program and ARL Designation.

- **ARL Designation.** Application to add an ARL designation was submitted by staff in Q1. Will be reviewed by Planning Commission in Q3.
- **Transfer of Development Rights (TDR).** In Q1, Council received a report on options for TDR. In Q3, staff will provide a proposal for changes to the City's existing TDR program based on the feedback from that report.

Work Plan Task 3.1.23*Updated on Jul 07, 2019 01:52:55*

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

This task is not yet started. May be deferred to 2020 pending capacity.

Develop and implement change in noticing requirements for tree clearing.

Work Plan Task 3.1.25

2

Updated on Jul 07, 2019 01:44:37

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020

Review Noise Standards.

Work Plan Task 3.1.30

2

Updated on Jul 07, 2019 00:44:13

Ongoing - Dec 31, 2019

On Track

Progress 50%

Staff supported extensive engagement and Council discussion related to project in Q1/Q2. Design is complete and contract award is awaiting bids.

Open Water Marina Buoy Replacement – Complete Installation.

Work Plan Task 3.1.31

2

Updated on Jul 07, 2019 00:44:53

Ongoing - Dec 31, 2019

On Track

Progress 25%

Permitting in progress. Construction anticipated Q3/Q4.

Support completion of trail segment by Visconsi.

Work Plan Task 3.1.33

2

Updated on Jul 09, 2019 23:33:52

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is scheduled for Q3/Q4.

High School Road Safety Improvements – Complete Design.

Work Plan Task 3.1.34

2

Updated on Jul 07, 2019 00:48:36

Ongoing - Dec 31, 2019

Completed

Progress 100%

Project was completed in Q2.

Waterfront Park Pedestrian Bridge Improvements – Complete Construction.

Priority: 3**Work Plan Task 3.1.6**

3

Updated on Jul 13, 2019 17:49:23

Ongoing - Dec 31, 2019

Completed

Progress 100%

In Q2, Council adopted changes to Animal Code per requests from Kitsap Humane Society.

Update Animal Control Regulations

Work Plan Task 3.1.13

3

Updated on Jul 07, 2019 01:20:21

Ongoing - Dec 31, 2019

On Track

Progress 50%

Complete changes to Code Enforcement (BIMC 2.16, signs, animal control)

- **BIMC 2.16.** Legal review and best practice research is in progress. Proposed changes will be scheduled for Council review in Q3/Q4.
- **Sign Code.** Six meetings held with City Council during Q1/Q2. Completion of policy direction is expected in Q3. Revised ordinance will be scheduled for Council review in Q3/Q4.
- **Animal Control:** Changes to address requests from Kitsap Humane Society and other issues were adopted with revised ordinance in Q2.

Work Plan Task 3.1.16

3

Updated on Jul 10, 2019 22:50:11

Ongoing - Dec 31, 2019

On Track

Progress 50%

To date in 2019, there have been no live/work units proposed in the B/I zone.

Report results on new Live/Work provisions in B/I Zone.

Work Plan Task 3.1.17

Ongoing - Dec 31, 2019

On Track

Progress 50%

Support Council review of workplan items associated with Development Moratorium.

Updated on Jul 07, 2019 01:41:30

Staff provided biweekly moratorium work program status reports to the Council in Q 1 and Q2. In Q1, Council extended development moratorium until early October, 2019.

Work Plan Task 3.1.18

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Consistency changes to Parking Standards.

Updated on Jul 07, 2019 01:54:38

This task is not yet started. May be deferred to 2020 pending capacity.

Work Plan Task 3.1.19

Ongoing - Dec 31, 2019

On Track

Progress 25%

Consistency changes to Dimensional Standards.

Updated on Jul 10, 2019 22:51:06

Housekeeping changes to these items are scheduled for Planning Commission review in Q3.

Work Plan Task 3.1.20

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Complete Clarifications of Use Definitions.

Updated on Jul 07, 2019 01:54:18

This task is not yet started. May be deferred to 2020 pending capacity.

Work Plan Task 3.1.21

Ongoing - Dec 31, 2019

Some Disruption

Progress 0%

Amend Addressing for County Consistency.

Updated on Jul 07, 2019 01:53:53

This task is not yet started. May be deferred to 2020 pending capacity.

Work Plan Task 3.1.24

Ongoing - Dec 31, 2019

On Track

Progress 50%

Develop and implement requirements for off-site construction staging.

Updated on Jul 07, 2019 01:43:38

Proposed land use amendment language was provided to the Planning Commission for review in Q2.

Work Plan Task 3.1.26

Ongoing - Dec 31, 2020

On Track

Progress 0%

Initiate additional Subarea Plan update (TBD).

Updated on Jul 10, 2019 22:51:21

This task is planned for 2020.

Work Plan Task 3.1.27

Ongoing - Dec 31, 2019

On Track

Progress 0%

Support City Council review of traffic concurrency / traffic study methodology.

Updated on Jul 09, 2019 23:33:36

This task is scheduled for Q3/Q4.



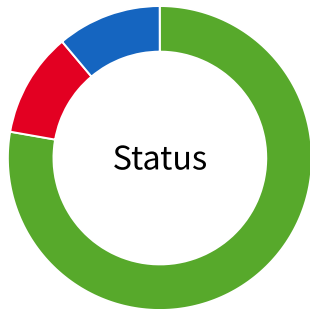
Goal 4 - Community

**(Human Services, Cultural Sector,
Economic Development, Shared Spaces)**

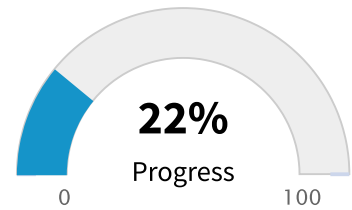
9

Work Plan Task

Overall Summary



	%
● On Track	77.78
● Major Disruption	11.11
● Completed	11.11



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 4.1.4



Ongoing - Dec 31, 2019

On Track

Progress 25%

2020-2021 Cultural Funding Cycle

Updated on Jul 07, 2019 02:17:37

In progress. Committee members appointed; fall schedule set.

Priority: 2

Work Plan Task 4.1.1



Ongoing - Dec 31, 2019

Major Disruption

Progress 25%

Council plans for Youth Mental Health Workshop

Updated on Jul 07, 2019 02:12:37

Ongoing. Presentation to Council and discussion in May. Council Ad Hoc committee formed.

Work Plan Task 4.1.2



Ongoing - Dec 31, 2019

Completed

Progress 100%

Public Art Fixed Funding

Updated on Jul 07, 2019 02:15:35

Code change to implement fixed funding completed in Q2.

Work Plan Task 4.1.3



Ongoing - Dec 31, 2019

On Track

Progress 25%

Review Friends of the Farms Lease and Funding

Updated on Jul 07, 2019 02:17:04

In progress. Staff have reviewed FOF requests related to updates to master lease and permanent funding for operating support. Presentation to Council is scheduled for Q3.

Work Plan Task 4.1.5



Ongoing - Dec 31, 2019

On Track

Progress 0%

Administrative Funding for Public Art Committee

Updated on Jul 07, 2019 02:18:01

This item is planned for Q3.

Work Plan Task 4.1.7



Ongoing - Dec 31, 2019

On Track

Progress 25%

Complete implementation of short-term recommendations from parking study.

Updated on Jul 09, 2019 23:35:20

Staff engaged with BIDA during Q2 to assess feedback on recommendations. Public meeting scheduled for Q3.

Work Plan Task 4.1.8



Ongoing - Dec 31, 2019

On Track

Progress 0%

Complete project to cover and improve Farmer's Market area (Town Square).

Updated on Jul 10, 2019 21:45:33

Project plans on hold during Q1/Q2 pending direction from Council on scope and coordination with former Town Square Subcommittee planning. Project is planned for Q3 Council briefing to propose design, budget, and construction schedule.

Work Plan Task 4.1.9



Ongoing - Dec 31, 2020

On Track

Progress 0%

Complete project for viewing platform at WSF terminal.

Updated on Jul 07, 2019 02:00:26

This task is planned for 2020.

Priority: 3

Work Plan Task 4.1.6



Updated on Jul 07, 2019 02:18:28

Ongoing - Dec 31, 2019

On Track

Progress 0%

This task is planned for Q3/Q4 - 2020.

Plan for 2021 Community Needs Assessment



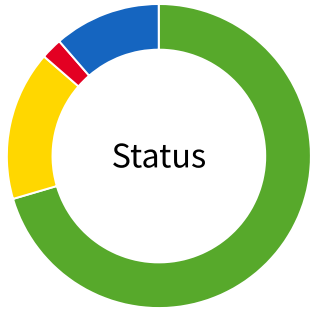
Goal 5 - Accountability

(Systems, Communications, Best Practices)

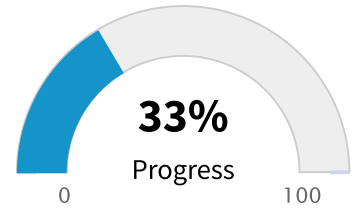
44

Work Plan Task

Overall Summary



● On Track	70.45
● Some Disruption	15.91
● Major Disruption	2.27
● Completed	11.36



Report Legend

 No Update

 Overdue

 Priority

Priority: 1

Work Plan Task 5.1.1



Ongoing - Dec 31, 2019

Completed

Progress 100%

Finance Director Transition

Updated on Jul 07, 2019 02:09:25

Completed. National search conducted Q1/Q2. New Finance Director hired at end of May.

Work Plan Task 5.1.2



Ongoing - Dec 31, 2019

On Track

Progress 25%

Police Chief Transition

Updated on Jul 13, 2019 17:32:55

Following resignation of Police Chief in Q1, City Manager appointed Interim Chief Jeff Horn to lead the department during this transition period.

Work Plan Task 5.1.4



Ongoing - Dec 31, 2019

On Track

Progress 25%

Guild labor agreement

Updated on Jul 13, 2019 17:34:15

Negotiations for a new labor agreement are ongoing.

Work Plan Task 5.1.7



Ongoing - Dec 31, 2019

On Track

Progress 50%

New Communications Strategy

Updated on Jul 13, 2019 17:41:37

In Q1, staff provided a briefing to Council to outline a communications strategy to focus on three areas: a monthly bulletin mailed to all island households, expanded materials and outreach for key capital projects, and improvements to the City's website.

In Q2, the City launched "COBI Connects" and has produced four monthly issues to date. The new newsletter has been well-received by residents and staff are continuing to refine the process in order to understand resources that will be needed to make the monthly production cycle successful and sustainable.

In Q1/Q2, staff worked to create innovative and extensive outreach for the Olympic Drive Improvement project, as a pilot of new graphic design tools, ferry outreach strategies, and video support. This approach will be applied to other upcoming capital projects moving forward.

Work on website improvements has not yet begun due to capacity challenges.

Work Plan Task 5.1.35



Ongoing - Dec 31, 2019

Completed

Progress 100%

Complete rate study for water and sewer utilities.

Updated on Jul 07, 2019 00:36:26

Rate study completed and new rates implemented in Q2.

Priority: 2

Work Plan Task 5.1.3



Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Farmland Shade Covenants

Updated on Jul 07, 2019 02:10:47

Staff analysis and legal review complete. Council Study Session scheduled for Q3.

Work Plan Task 5.1.37

2

Ongoing - Dec 31, 2019

On Track

Progress 25%

Complete Major Maintenance Projects per 2018 City Facility Assessment.

Updated on Jul 13, 2019 18:14:33

The 2018 Facility Assessment identified numerous maintenance projects needed across City facilities. More than 30 of these were identified as highest priority and are related primarily to safety, energy efficiency and technology improvements. These priority projects entail nearly \$2 million in funding over a two-year workplan, which was provided in the Approved 2019-2020 Budget. Additionally, in Q1 the City created (and filled) a second PW Project Manager position to help to address this backlog and to increase the City's capacity to maintain facility stewardship goals going forward. As of Q2, multiple projects on the 2019 workplan are underway and work is proceeding as scheduled.

Work Plan Task 5.1.38

2

Ongoing - Dec 31, 2020

On Track

Progress 0%

Review design and scoping options for City Hall renovations.

Updated on Jul 07, 2019 02:00:39

This task is planned for 2020.

Priority: 3

Work Plan Task 5.1.5

3

Ongoing - Dec 31, 2019

On Track

Progress 75%

Implement online performance tool

Updated on Jul 15, 2019 21:25:14

Ongoing. Online evaluation tool was piloted for 2018 evaluations and is being implemented for ongoing performance management.

Work Plan Task 5.1.6

3

Ongoing - Dec 31, 2019

Completed

Progress 100%

Reconsider Community WiFi ILA

Updated on Jul 07, 2019 02:11:53

Complete. ILA rescinded in Q1.

Work Plan Task 5.1.8

3

Ongoing - Dec 31, 2019

On Track

Progress 25%

Internal Mission/Vision/Values

Updated on Jul 15, 2019 21:25:34

The City's internal Mission/Vision/Values were incorporated into the new annual review structure beginning in Q1. Staff recognition related to MVV is part of quarterly all-hands meeting format. Additional options to enhance this component of the City's organizational culture will be considered in Q3/Q4.

Work Plan Task 5.1.9

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 75%

Surplus Property Disposition

Updated on Jul 18, 2019 19:12:07

Ongoing. Expected completion for all three properties (Pritchard, Manitou, and Islandwood trail easement) is now anticipated for Q3/Q4.

Work Plan Task 5.1.10

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Code Compliance Initiatives

Updated on Jul 18, 2019 19:12:25

Council briefing on changes to improve enforcement capability is planned for Q3.

Work Plan Task 5.1.11

3

Ongoing - Dec 31, 2019

On Track

Progress 25%

Franchise Agreements for Cellular Services

Updated on Jul 13, 2019 17:50:07

Work on this item is ongoing, and includes consultation with outside counsel.

Work Plan Task 5.1.12

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Franchise Agreements for Utilities in City Right-of-Way

Updated on Jul 18, 2019 19:13:33

Work on this item in Q1/Q2 involved consultation with outside counsel. In Q3/Q4, work on this task will be more significant, to include a briefing to Council in Q3/Q4 on the process staff anticipates to address these agreements, specifically the renewal of the PSE franchise which expires in Q2/2022.

Work Plan Task 5.1.13

3

Ongoing - Dec 31, 2019

On Track

Progress 0%

IAM Labor Agreement

Updated on Jul 13, 2019 17:45:05

Negotiations on the next labor agreement have not yet been initiated by IAM.

Work Plan Task 5.1.14

3

Ongoing - Dec 31, 2019

On Track

Progress 0%

Granicus Agenda Tool for Additional Committees

Updated on Jul 07, 2019 02:19:07

Planning Commission transition to Granicus platform planned for Q3.

Work Plan Task 5.1.15

3

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Closed Captioning for City Council Meetings

Updated on Jul 07, 2019 02:19:33

Hardware and software trial performed in Q2, with additional testing planned in Q3. New alternatives may need to be identified based on performance.

Work Plan Task 5.1.16

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Improve Capital Project Reporting

Updated on Jul 07, 2019 00:05:22

Held quarterly Capital Meetings with Public Works staff and implemented quarterly cash flow updates. Kicked off Mid-year CIP update. Provided Monthly Project Status reports to PW. Recently began weekly meetings. Work is ongoing.

Work Plan Task 5.1.17

3

Ongoing - Dec 31, 2019

On Track

Progress 50%

Deliver Scheduled Financial Reporting

Updated on Jul 13, 2019 18:52:31

To date in 2019, two monthly reports were delivered late, three were on time. The 1st quarterly report was delivered on time.

Work Plan Task 5.1.18

3

Ongoing - Dec 31, 2019

Completed

Progress 100%

Resolve Issues Related to City Fee Schedule.

Updated on Jul 07, 2019 00:06:54

Worked with staff to identify and update fee schedule deficiencies. Submitted revised fee schedule resolution to Council in Q1 to add missing/correct out-of-date information.

Work Plan Task 5.1.19

3

Ongoing - Dec 31, 2019

On Track

Progress 0%

Recommend Tool for Long-Range Financial Forecasting

Updated on Jul 07, 2019 02:27:54

Staff is working toward a recommendation for a replacement tool in advance of the next biennial budget.

Work Plan Task 5.1.20

3

Ongoing - Dec 31, 2019

Completed

Progress 100%

Implement Online Payroll System

Updated on Jul 07, 2019 00:08:38

Moved to online timesheets via implementation of Executime software in Q1/Q2. Increased use of project coding is an ongoing effort.

Work Plan Task 5.1.21

Ongoing - Dec 31, 2019

On Track

Progress 75%

Complete 2019-2020 Biennial Budget Documents and Submit for Award

Updated on Jul 07, 2019 02:28:30

2019 – 2020 Adopted Budget and submission for GFOA Distinguished Presentation Award are complete. Notification expected in Q3.

Work Plan Task 5.1.22

Ongoing - Dec 31, 2019

On Track

Progress 75%

2018 Consolidated Annual Financial Report (CAFR)

Updated on Jul 07, 2019 00:23:21

Submitted 2018 CAFR for award. Anticipated notification is December 2019.

Work Plan Task 5.1.23

Ongoing - Dec 31, 2019

On Track

Progress 25%

Finance and Public Works CIP Coordination

Updated on Jul 07, 2019 00:15:12

Kicked off update to Mid-year CIP – Information from PW due to Finance Q3. Work ongoing.

Work Plan Task 5.1.24

Ongoing - Dec 31, 2019

On Track

Progress 10%

Complete 2020 Mid-Biennial Budget Amendments

Updated on Jul 07, 2019 00:16:11

In progress. Kicked off update to mid-year CIP. Target Q3 Council discussions for proposed adjustments.

Work Plan Task 5.1.25

Ongoing - Dec 31, 2020

On Track

Progress 0%

2021-2022 Biennial Budget - GFOA budget presentation award

Updated on Jul 07, 2019 02:07:04

Staff work on initial planning for next biennial budget (2021-2022) will begin more fully in Q3/Q4 2019. A complete budget development calendar will be presented in Q1-2020.

Work Plan Task 5.1.26

Ongoing - Dec 31, 2020

On Track

Progress 5%

2019 CAFR - Submit for Distinguished Presentation Award

Updated on Jul 07, 2019 02:26:11

Planning in progress for 2019 improvements, including planned replacement of current CAFR software. This task will begin more fully in Q3/Q4 - 2019.

Work Plan Task 5.1.27

Ongoing - Dec 31, 2020

On Track

Progress 5%

2019 Reporting - Develop "Popular" Annual Financial Report (PAFR)

Updated on Jul 07, 2019 00:26:04

Started planning and evaluation in late Q2 for implementation by year end 2019.

Work Plan Task 5.1.28

Ongoing - Dec 31, 2020

On Track

Progress 25%

Update biennial CIP process for 2021-2022, including consideration of budgeting labor within projects.

Updated on Jul 07, 2019 02:26:40

Implemented quarterly cashflow update in Q2. Working to develop accounting for project labor in Police and Court Facility project. Will expand to other capital projects going forward.

Work Plan Task 5.1.29

Ongoing - Dec 31, 2020

On Track

Progress 50%

Update financial capacity planning, including revenue scenarios.

Updated on Jul 07, 2019 00:18:13

Developed new Financial Planning Model. To be rolled out midyear and updated monthly. Working toward developing a long-term staffing model.

Work Plan Task 5.1.30

Ongoing - Dec 31, 2019

On Track

Progress 50%

Continue Planning Department Process Improvements.

Updated on Jul 13, 2019 18:18:47

Implemented counter hours change in June. Review of contract to expand online permit submittal options is in progress. Provided expanded opportunities for electronic appointments for three permit types.

Work Plan Task 5.1.31

Ongoing - Dec 31, 2020

Some Disruption

Progress 10%

Complete Building & Development Services Rate Study.

Updated on Jul 07, 2019 01:32:46

Two internal staff meetings held. Draft RFP in progress. Anticipate consultants will be selected and begin work in Q3. Results are expected in Q1/Q2-2020 to inform 2021-2022 Biennial Budget.

Work Plan Task 5.1.32

Ongoing - Dec 31, 2019

Some Disruption

Progress 25%

Lead Citywide "reboot" of SeeClickFix reporting tool.

Updated on Jul 07, 2019 01:38:10

Ongoing. Internal staff discussion with SeeClickFix representatives in Q2. Software adjustments and internal consistency efforts expected in Q3/Q4.

Work Plan Task 5.1.33

Ongoing - Dec 31, 2019

On Track

Progress 50%

Provide quarterly reporting to Council on requests for BIMC changes.

Updated on Jul 07, 2019 01:38:46

Reporting to Council was completed for Q1 & Q2.

Work Plan Task 5.1.34

Ongoing - Dec 31, 2019

On Track

Progress 0%

Complete Administrative Corrections to Title 18.

Updated on Jul 10, 2019 22:52:51

This task is not yet started.

Work Plan Task 5.1.36

Ongoing - Dec 31, 2019

On Track

Progress 0%

Develop and implement noticing requirements for City capital projects.

Updated on Jul 09, 2019 23:36:36

This task is scheduled for Q3/Q4.

Work Plan Task 5.1.39

Ongoing - Dec 31, 2020

On Track

Progress 25%

Pursue Public Works accreditation through APWA.

Updated on Jul 09, 2019 23:37:35

Work to submit for accreditation is in progress, with more than 70% of task reviews completed to date.

Work Plan Task 5.1.40

Ongoing - Dec 31, 2020

On Track

Progress 0%

Improve administration of road approach permitting.

Updated on Jul 07, 2019 02:01:01

This task is planned for 2020.

Work Plan Task 5.1.41

Ongoing - Dec 31, 2020

On Track

Progress 0%

Consolidate Codes related to right of way (ROW).

Updated on Jul 07, 2019 02:01:47

This tasks is planned for 2020.

Work Plan Task 5.1.42

Ongoing - Dec 31, 2020

On Track

Progress 0%

Update fees for Traffic Concurrency and Mitigation.

Updated on Jul 07, 2019 02:01:14

This task is planned for 2020.

Work Plan Task 5.1.43*Updated on Jul 07, 2019 02:01:32*

Ongoing - Dec 31, 2020

On Track

Progress 0%

This task is planned for 2020.

Update BIMC related to recovery of infrastructure costs (charge period for latecomers, bonding for civil improvements).

Work Plan Task 5.1.44*Updated on Jul 06, 2019 23:51:02*

Ongoing - Dec 31, 2019

Major Disruption

Progress 0%

Effort to undertake department strategic planning is on hold pending transition in police chief position.

Police Department Strategic Planning.

Implementation Work Plan

Tracking Implementation of the Comprehensive Plan

The *Navigating Bainbridge* Comprehensive Plan is a visionary document that presents an ambitious long-range plan to support a sustainable, healthy, and thriving community in Bainbridge Island. It encapsulates the extensive efforts undertaken to determine how the City will bring about its future vision and includes a set of action priorities in each element to direct future City works. The Comprehensive Plan identifies 54 action items – most of them significant work programs or comprised of several work program items – and implementation of these actions will be a significant undertaking for the City.

Since its adoption in 2017, City departments have been working on the action priorities in the Comprehensive Plan. With so many items, and a variety of departments working on implementation, it would be easy to lose track of the City's progress. The Implementation Work Plan is a tool to plan and track efforts to implement the Comprehensive Plan. It is a living document that staff will review and update at least once a year, allowing the City and the community to monitor progress toward achieving our long-term goals and vision.

The Implementation Work Plan organizes work plan items by Comprehensive Plan element. Each element includes a summary table of work plan items, an estimated schedule, and a detail table for each item. The implementing actions included in the Comprehensive Plan direct the development of the work plan items, and the table measures the progress in completing each item. Detail tables provide additional information such as a breakdown of tasks needed to complete the work plan item, the responsible department(s), and other notes and considerations. As staff makes progress to each work plan item, they should update both the table and the detail sheets accordingly.

The Implementation Work Plan Schedule provides an overall schedule for all work plan items based on three factors: work plan item priority, work groupings, and the estimated time to complete items. The following criteria determine the priority of each work plan item:

1. Work items already in progress.
2. The City has committed some resources to this item (for example conducting a study or

appointing a Task Force) and the item is highly important. The significance of the project and its urgency determine the level of importance.

3. The City has committed some resources to this item, or the item is highly important.
4. The item is moderately important, or the item is dependent upon a priority 3 item.
5. The item has significance to the City but is not urgent, or the item is dependent upon a priority 4 item.

The Work Plan Schedule combines work plan items into seven topic-related work groups, after the priority assessment:

- Housing Work
- Environment and Climate Work
- Environment and Water Resources Work
- Subarea Plans Work
- Community and Land Use Work
- Transportation Work
- Utilities Work

The resulting schedule represents an estimate of how much time it might take to complete the work plan items, placed into priority order within the work groupings. This estimate is sensitive to delays in schedule, the addition of work plan items, adjustment of Council priorities, and other changes.

Work Plan Schedule

The following schedule shows the forecast of the implementing actions of the Comprehensive Plan for review and action. This schedule is tentative and sensitive to changes related to work plan additions, staffing levels, community priorities, and several other factors. The key below indicates the colors on the schedule identifying the different topic-related Work Groups responsible for the work plan items. Additional details on the work plan items can be found in each element-specific section of the Implementation Work Plan.

Work Group Key

	Environment and Climate Work
	Environment and Water Resources Work
	Subarea Plans Work
	Community and Land Use Work
	Transportation Work
	Housing Work
	Utilities Work

Item	2019	2020	2021	2022	2023	2024	2025	2026
LAND USE ELEMENT								
1 – CIP Code Review								
2 – Lynwood Center Subarea Plan								
3- Green Building Codes (with 46)								
4/6 – Winslow Parking and Master Plan Update								
5a – Island Center Plan								
5b – Subarea Planning								
7 – Conservation Village Housing Pattern								
8 – Land Use Approval Process								
9 – Land Use Review Procedures								
10 – TDR Work Program								
11- Climate								

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Item	2019	2020	2021	2022	2023	2024	2025	2026
Change Strategy and Water Conservation Plan								
12 – Design Standards								
ECONOMIC DEVELOPMENT ELEMENT								
13 – Economic Development Strategy								
14 – Support for Agriculture (with 20)								
15 – Parking for Business								
16 – Non-Motorized Streetscape Standards								
ENVIRONMENTAL ELEMENT								
17 – Critical Areas Ordinance Update								
18 – Sustainability and Conservation Regulations								
19 – Climate Change Policy								
20 –								

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Item	2019	2020	2021	2022	2023	2024	2025	2026
Agricultural Resource Land (with 14)								
21 – Low Impact Development								
22 – Vegetation Management								
23 – Climate Change Education								
24 – Pest and Weed Management Coordination								
25 – Coordination on Climate Change								
WATER RESOURCES ELEMENT								
26 – Aquifer Conservation								
27 – Groundwater Management Plan								
28 – Adaptive Management of Water Resources								
29 – Public Education on Water								

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Item	2019	2020	2021	2022	2023	2024	2025	2026
Resources								
30 – Seawater Intrusion Regulations								
31 – Coordination for Water Resources								
HOUSING ELEMENT								
32 – Increase Affordable Housing Supply								
33 – Housing Diversity (with 52)								
34 – Partner on Affordable Housing								
35 – Eliminate Financial Barrier to Affordable Housing								
36 – Affordable Housing Task Force								
37 – Live-aboard Housing								
38 – Financial Resources for Affordable Housing								

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Item	2019	2020	2021	2022	2023	2024	2025	2026
39 – Reduce Multi-Family Housing Costs								
40 – Regional Housing Action								
TRANSPORTATION ELEMENT								
41 – General Obligation Bond for Transportation								
42 – Maximize Parking								
43 – Increase Bike Lanes to Ferry Terminal								
CAPITAL FACILITIES ELEMENT								
44 – Update CIP								
45 – Coordinate Capital Investments								
46 – Green Standards for Utilities (with 3)								
UTILITIES ELEMENT								
47 – Periodic Review of Utility Services								
48 – Sewer Tertiary Treatment and								

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Item	2019				2020				2021				2022				2023				2024				2025				2026			
Greywater																																
49/51 – Consolidation of Water Systems																																
50 – High Speed Internet																																
CULTURAL ELEMENT																																
52 – Living Spaces for Artists (with 33)																																
HUMAN SERVICES ELEMENT																																
53/54 – Human Services																																

 Implementing Action Complete

Land Use Element

Work Plan Items and Schedule

LAND USE WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
1	<u>High Priority LU Action #1</u> Complete a thorough review of all Bainbridge Island codes to ensure that they implement and are consistent with the Comprehensive Plan.		Code Consistency Work Program Code Update: Moratorium Review Work Internal Process Efficiency Work (BIMC 2.16)	
2	<u>High Priority LU Action #2</u> Review and update the Lynwood Center Subarea Plan.	Update Lynwood Neighborhood Center Plan & develop related code updates		
3	<u>High Priority LU Action #3</u> Amend the City's development code to implement green building codes. Utilize lessons learned from communities of comparable environmental and socioeconomic characteristics to implement green building codes which address issues such as site sustainability, water use efficiency, energy use efficiency, indoor environmental quality, and the impact on the atmosphere, materials and resources by buildings.	Integrate climate change factors into green building and development standards	Coordination with Design Review Board and Climate Change Advisory Committee (CCAC)	
4	<u>High Priority LU Action #4</u> Encourage development of adequate parking to support Winslow facilities and services.	Update Winslow Master Plan Develop related code amendments		Winslow Parking Study complete

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
5a	<u>High Priority LU Action #5</u> Adopt a multi-year planning work program for adopting the subarea plans for Island Center, Rolling Bay, Sportsman Triangle and Day Road. NOTE: 5A = ISLAND CENTER		Island Center Subarea Planning estimated complete end of 2019	
5b	<u>High Priority LU Action #5</u> Adopt a multi-year planning work program for adopting the subarea plans for Island Center, Rolling Bay, Sportsman Triangle and Day Road. NOTE: 5B = OTHER SUBAREA PLANS	Develop schedule for subarea planning Create Rolling Bay Subarea plan Create Sportsman Triangle Subarea plan Create Day Road Center Subarea plan		
6	<u>High Priority LU Action #6</u> Update the Winslow Mixed Use Town Center Master Plan in order to facilitate progress on the Housing Priorities that can best be accommodated in an area with an existing urban character, urban facilities, services and multi-modal transportation options.	Update Winslow Master Plan	Council discussion of how to promote diverse housing in Winslow to continue throughout 2019	Winslow Parking Study complete Council Review of Inclusionary Zoning & Transfer of Development Rights (TDR) Report by ECONorthwest/Forterra complete
7	<u>High Priority LU Action #7</u> Consider development of a new Conservation Village land use regulation to incentivize creation of a new housing pattern that consolidates and dedicates open space.			N/A: CAO/ARPA regulations make Conservation Village concept unnecessary
8	<u>High Priority LU Action #8</u> Identify discrete sections of the Land Use Code and land use approval process, that can be enhanced to improve the quality of development, eliminate confusion, and reduce redundancy		Subdivision Design Standards pending Council approval Internal Process Efficiency work ongoing Design Guidelines Update Project	Revise Land Use Review Procedures complete (Ordinance 2018-20)

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
	and delays in the permitting process.		pending Council approval Site Plan Review and Conditional Use Permit Decision Criteria pending Council approval	
9	<u>High Priority LU Action #9</u> Create more efficient and effective review processes, including the roles and best practices and procedures for the Planning Commission, Design Review Board and Hearing Examiner.			Revise Land Use Review Procedures complete (Ordinance 2018-20)
10	<u>High Priority LU Action #10</u> Evaluate the reasons why the City's PDR and TDR programs have not been successful and explore ways to make them functional to meet City objectives.	Improve City's TDR/PDR program Code (BIMC Chapter 18.27), Outreach and Administration	Preparing policy options for Council consideration	Council Review of Inclusionary Zoning & TDR Report by ECONorthwest/Forterra complete
11	<u>Medium Priority LU Action #11 (Policy LU 2.5)</u> Prepare a Bainbridge Island Climate Change Strategy and Water Conservation Plan.	Groundwater Management Plan (GWMP) Bainbridge Island Climate Change Strategy		City Green House Gas (GHG) Inventory complete
12	<u>Other Priority LU Action #12</u> Review and update design standards and guidelines for the neighborhood centers.		Design Guidelines Update Project pending Council approval	

 Implementing Action Complete

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LAND USE DRAFT SCHEDULE

Item	2019	2020	2021	2022	2023	2024	2025	2026
1 – CIP Code Review								
2 – Lynwood Center Subarea Plan								
3- Green Building Codes								
4/6 – Winslow Parking and Master Plan update								
5a – Island Center Plan								
5b – Subarea Planning								
8 – Land Use Review Procedures								
10 – TDR Work Program								
11- Climate Change Strategy and Water Conservation Plan								
12 – Design Standards								

Work Group Legend

Environment and Climate Work

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Subarea Plans Work

Community and Land Use Work

1 Land Use Action #1

Priority:

High Priority LU Action #1 Complete a thorough review of all Bainbridge Island codes to ensure that they implement and are consistent with the Comprehensive Plan.

Department Lead: Planning and Community Development

Support: Public Works

Action ▪ Work Program

Affects: ▪ --

▪ --

Notes: This item describes the work program for all of the code updates listed in these implementation sheets.

Tasks:

Dependencies:

Status:

1-1 Code Consistency Work Program

In Progress 2019

1-2 Code Update: Moratorium Review Work

In Progress 2019

1-3 Internal Process Efficiency Work

In Progress 2019

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2 Land Use Action #2

Priority:

High Priority LU Action #2 Review and update the Lynwood Center Subarea Plan.		
Department Lead: Community Development		Support: Public Works
Action ▪ Plan/Strategy Affects: ▪ BI Municipal Code ▪ Budget--	Notes:	
Tasks:	Dependencies:	Status:
2-1 Update Lynwood Neighborhood Center Plan and develop related code amendments		Estimated Start 2020

3 Land Use Action #3

Priority:

High Priority LU Action #3 Amend the City's development code to implement green building codes. Utilize lessons learned from communities of comparable environmental and socioeconomic characteristics to implement green building codes which address issues such as site sustainability, water use efficiency, energy use efficiency, indoor environmental quality, and the impact on the atmosphere, materials and resources by buildings.

Department Lead: Community Development		Support: Public Works	
Action Affects: ▪ Building Code & BI Municipal Code ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
3-1 Integrate climate change factors into green building and development standards		Group with the work on Capital Facilities Action #3. Coordination with Climate Change Advisory Committee and Design Review Board.	Estimated Start 2019

4 Land Use Action #4

Priority:

High Priority LU Action #4 Encourage development of adequate parking to support Winslow facilities and services.		
Department Lead: Community Development		Support: Public Works
Action - Plan/Strategy Affects: - BI Municipal Code --	Notes:	
Tasks:	Dependencies:	Status:
4-1 Winslow Parking Study		Completed 2018
4-2 Update the Winslow Town Center Plan	Group with the work on LU Action #6	Estimated Start Q4 2019
4-3 Develop related code amendments		Estimated Start 2020

5A Land Use Action #5A

Priority:

High Priority LU Action #5 Adopt a multi-year planning work program for adopting the subarea plans for Island Center, Rolling Bay, Sportsman Triangle and Day Road. Note 5a = Island Center, 5b = other subarea plans		
Department Lead: Community Development		Support: Public Works
Action - Plan/Strategy Affects: - BI Municipal Code - Budget	Notes:	
Tasks:	Dependencies:	Status:
5A Island Center Subarea Planning		In Progress 2019

5B Land Use Action #5B

Priority:

High Priority LU Action #5 Adopt a multi-year planning work program for adopting the subarea plans for Island Center, Rolling Bay, Sportsman Triangle and Day Road. Note 5a = Island Center, 5b = other subarea plans		
Department Lead: Community Development		Support: Public Works
Action - Work Program Affects: - Plan/Strategy - BI Municipal Code - Budget	Notes: Begin with 2020 subarea planning process	
Tasks:	Dependencies:	Status:
5B-1 Develop a schedule for subarea planning.		Estimated Start 2020
5B-2 Create a Rolling Bay Neighborhood Center Subarea Plan		Estimated Start TBD
5B-3 Create a Sportsman Triangle Center Subarea Plan		Estimated Start TBD
5B-4 Create a Day Road Center Subarea Plan		Estimated Start TBD

6 Land Use Action #6

Priority:

High Priority LU Action #6 Update the Winslow Mixed Use Town Center Master Plan in order to facilitate progress on the Housing Priorities that can best be accommodated in an area with an existing urban character, urban facilities, services and multi-modal transportation options.

Department Lead: Community Development

Support: Public Works

Action ▪ Plan/Strategy
Affects: ▪ BI Municipal Code
 ▪ --

Notes: Council review of Inclusionary Zoning and TDR Report by ECONorthwest/Forterra completes in February 2019

Tasks:	Dependencies:	Status:
6-1 Update the Winslow Town Center Plan	Group with the work on LU Action #4. Inclusionary Zoning and TDR Policy Discussion by Council Update to Design Guidelines	Estimated Start 2019
6-3 Winslow Parking Study		Completed 2018

7 Land Use Action #7

Priority: Complete

High Priority LU Action #7 Consider development of a new Conservation Village land use regulation to incentivize creation of a new housing pattern that consolidates and dedicates open space.

Department Lead: Community Development		Support: --	
Action ▪ BI Municipal Code Affects: ▪ --		Notes: Conservation Village land use regulations not necessary anymore: Subsequent CAO/ARPA regulations make conservation village concept unnecessary	
Tasks:		Dependencies:	Status:
NA			

8 Land Use Action #8

Priority:

High Priority LU Action #8 Identify discrete sections of the Land Use Code and land use approval process, that can be enhanced to improve the quality of development, eliminate confusion, and reduce redundancy and delays in the permitting process.

Department Lead: Community Development		Support: --
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
8-1 Moratorium Review Code Work, Subdivision Design Standards		In Progress 2019 Estimated Complete Q4 2019
8-2 Land Use Review Procedures Revised (Ordinance 2018-20)		Completed December 2018
8-3 Internal Process Efficiency Work		Ongoing
8-4 Design Guidelines Update Project		In Progress 2019 Estimated Complete Q4 2019
8-5 Update to Site Plan Review and Conditional Use Permit Decision Criteria		In Progress 2019 Estimated Complete Q3 2019

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9 Land Use Action #9

Priority: Complete

High Priority LU Action #9 Create more efficient and effective review processes, including the roles and best practices and procedures for the Planning Commission, Design Review Board and Hearing Examiner.

Department Lead: Community Development		Support: --	
Action	▪ BI Municipal Code	Notes:	
Affects:	▪ --		
	▪ --		
Tasks:		Dependencies:	Status:
9-1 Land Use Review Procedures Revised (Ordinance 2018-20)			Completed December 2018

10 Land Use Action #10

Priority:

High Priority LU Action #10 Evaluate the reasons why the City's PDR and TDR programs have not been successful and explore ways to make them functional to meet City objectives.

Department Lead: Community Development		Support: --
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes: Preparing policy options for Council consideration in Q3
Tasks:	Dependencies:	Status:
10-1 Improve City's TDR/PDR program Code (BIMC Chapter 18.27) Outreach and Administration	ECONorthwest/Forterra Report with Recommendations on Inclusionary Zoning and TDR Programs	In Progress 2019

11 Land Use Action #11

Priority:

Medium Priority LU Action #11 (Policy LU 2.5) Prepare a Bainbridge Island Climate Change Strategy and Water Conservation Plan.

Department Lead: Public Works		Support: PCD, Finance & Executive	
Action ▪ Plan/Strategy Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
11-1 Adopt Groundwater Management Plan			Estimated Start 2019
11-2 Adopt Bainbridge Island Climate Change Strategy		City Greenhouse Gas Inventory (GHG) complete Spring 2019	Estimated Start 2020

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12 Land Use Action #12

Priority:

Other Priority LU Action #12 Review and update design standards and guidelines for the neighborhood centers.		
Department Lead: Community Development		Support: Public Works
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --	Notes:	
Tasks:	Dependencies:	Status:
12-1 Design Guidelines Update Project		In Progress 2019 Estimated Complete Q4 2019

Economic Development Element

Work Plan Items and Schedule

ECONOMIC DEVELOPMENT WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
13	<u>High Priority EC Action #1</u> Adopt and maintain an Economic Development Strategy to coordinate public and private efforts to grow and sustain a healthy economy on the Island. NOTE: SAME ACTION IN HUMAN SERVICES ELEMENT	Begin plan development		
14	<u>High Priority EC Action #2</u> Continue efforts to promote and support agriculture as a component of the Island's economy, landscape and culture.	Develop strategy for agriculture Develop code amendments	Transfer of Development Rights (TDR) Work Program Review Master Lease for Public Farmland	
15	<u>High Priority EC Action #3</u> Assure that adequate parking is available to support businesses.	Begin strategy development Develop code updates	Implement medium term strategies	Winslow parking study
16	<u>High Priority EC Action #4</u> Identify capital projects and streetscape standards to implement Policy EC 11.1, to improve non-motorized facility links between the ferry terminal, downtown Winslow, and the harbor.	Transportation Improvement Plan Update Update streetscape standards	Capital Improvements Plan (CIP) Update	

 Implementing Action Complete

ECONOMIC DEVELOPMENT DRAFT SCHEDULE

Item	2019				2020				2021				2022				2023				2024				2025				2026			
13 – Economic Development Strategy																																
14 – Support for Agriculture (with 20)																																
15 – Parking for Business																																
16 – Non-Motorized Streetscape Standards																																

Work Group Legend

	Subarea Plans Work
	Community and Land Use Work
	Transportation Work

13 Economic Development Action #1

Priority: 4

High Priority EC Action #1 Adopt and maintain an Economic Development Strategy to coordinate public and private efforts to grow and sustain a healthy economy on the Island. NOTE: SAME AS HS ACTION #4.

Department Lead: Community Development		Support: Executive	
Action ▪ Plan/Strategy Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
13-1 Develop an Economic Development Strategy			Estimated Start 2021
			-- --
			-- --
			-- --
			-- --

14 Economic Development Action #2

Priority: 4

High Priority EC Action #2 Continue efforts to promote and support agriculture as a component of the Island's economy, landscape and culture.

Department Lead: Community Development		Support: Executive	
Action ▪ Plan/Strategy Affects: ▪ BI Municipal Code ▪ --		Notes:	
Tasks:	Dependencies:	Status:	
14-1 TDR Work Program		In Progress 2018	
14-2 Review Master Lease for Public Farmland		In Progress 2019	
14-2 Develop Agricultural Strategy		Estimated Start 2023	
14-3 Code update: - Review use and development standards to ensure they support the policies on local agricultural use. - Review zoning standards and uses to ensure they support and do not conflict with agricultural uses.	Group code updates with EN Action #4	Estimated Start 2023	
		-- --	
		-- --	

15 Economic Development Action #3

Priority: 2

High Priority EC Action #3 Assure that adequate parking is available to support businesses.		
Department Lead: Community Development		Support: Public Works
Action Plan/Strategy	Notes: Chris Hammer has met with downtown businesses to begin to gather input on parking.	
Affects: - BI Municipal Code --		
Tasks:	Dependencies:	Status:
15-1 Winslow Parking Study		Completed 2018
15-2 Implement Medium Term Strategies		In Progress 2019
15-3 Develop a Parking Strategy	LU Action #4 has code updates that implement this action, in part.	Estimated Start 2021
15-4 Code Updates: - Updates related to the Parking Strategy - Table 18.15.020-2: add a standard for commercial and non-residential uses for Madison Avenue Overlay, Ericksen Avenue Overlay, Gateway Overlay. 18.15.020.B.12: A CUP may not be needed for shared parking in order to promote sustainability and shared parking where possible. Parking reductions should be considered along with the primary permit, do not add additional burden of review. - Table 18.15.020-2 Footnote 3: Need graphic to show radii from Ferry Terminal District. - Table 18.15.020.D 3 Delete comma after "serve."		-- --
		-- --
		-- --

16 Economic Development Action #4

Priority: 4

High Priority EC Action #4 Identify capital projects and streetscape standards to implement Policy EC 11.1, to improve non-motorized facility links between the ferry terminal, downtown Winslow, and the harbor.

Department Lead: Public Works		Support: --
Action ▪ Capital Improvements Plan Affects: ▪ Transportation Improvements Plan ▪ BI Municipal Code		Notes:
Tasks:	Dependencies:	Status:
16-1 Capital Improvement Plan Update		In Progress 2019
16-2 Transportation Improvement Plan Update		Estimated Start 2022
16-3 Update Streetscape Standards		Estimated Start 2022
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Environmental Element

Work Plan Items and Schedule

ENVIRONMENTAL WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
17	<u>High Priority EN Action #1</u> When updating the City's Critical Areas Ordinance, integrate the precautionary principle and mitigation sequencing to protect and preserve natural resources.			Critical Area Ordinance Update 2018
18	<u>High Priority EN Action #2</u> Integrate sustainability and conservation into regulations.	Develop methodology for integration		
19	<u>High Priority EN Action #3</u> Consider climate change in all relevant City decisions, including capital projects, budgeting, staffing, and program creation.	Develop methodology for considering climate change in City policies and procedures. Consider use of EcoAdapt's Climate Change Adaptation Certification tool	Working with Climate Change Advisory Committee (CCAC) to integrate CC/SLR in Shoreline Master Program (SMP) as part of periodic review	
20	<u>High Priority EN Action #4</u> Consider creating a new "Agricultural Resource Land" (ARL) designation consistent with WAC 365-190-050, and consider designating City-owned farmland ARL.	Amend Comprehensive Plan Develop code amendments based on ARL designation	Comprehensive Plan Amendment application	Pre-application waiver application approved
21	<u>High Priority EN Action #5</u> Incorporate low impact development principles, goals, and approaches into all land use and development codes. NOTE: SAME ACTION IN WATER RESOURCES ELEMENT	Consider revisions to setbacks (BIMC 18.12) to accommodate 2017 LID recommendations. Consider revisions to water quality section of SMP regarding	Revisions to Design and Construction Specifications and Standards (DCSS) – Public Works/Water Resources	

Implementing Actions		Tasks to Complete	Tasks in Progress	Completed Tasks
		direct discharge (BIMC 16.12)		
22	<u>High Priority EN Action #6</u> Review and update BIMC 16.22 Vegetation Management and other City tree regulations and programs.	Revisions to BIMC 16.18		Repeal of BIMC 16.22
	<u>High Priority EN Action #7</u> Evaluate the reasons why the City's PDR and TDR programs have not been successful and explore ways to make them functional to meet City objectives. NOTE: SAME ACTION IN LAND USE ELEMENT	NOTE: SAME ACTION IN LAND USE ELEMENT See Land Use Element Action #10		
23	<u>Medium Priority EN Action #8</u> Improve City outreach programs to educate the public about how they can protect and enhance natural resources and respond to climate change.	Consider options for outreach program		
24	<u>Medium Priority EN Action #9</u> Coordinate with other agencies to promote safe and sustainable pest and weed management.	Consider options for partnerships and coordination	Coordinating with BIMPRD for weed removal in Waterfront Park – Public Works	
25	<u>Other EN Action #10</u> Coordinate with organizations and governments at all levels to prepare for and respond to climate change.	Develop protocol for coordination with CCAC Consider use of EcoAdapt's Climate Change Adaptation Certification tool Support City Council development of Climate Action Plan		

☐ Work Plan Item Complete

ENVIRONMENT DRAFT SCHEDULE

Item	2019			2020			2021			2022			2023			2024			2025			2026		
18 – Sustainability and Conservation Regulations																								
19 – Climate Change Policy																								
20 – Agricultural Resource Land (with 14)																								
21 – Low Impact Development																								
22 – Vegetation Management																								
23 – Climate Change Education																								
24 – Pest and Weed Management Coordination																								
25 – Coordination on Climate Change																								

Work Group Legend

	Environment and Climate Work
	Environment and Water Resources Work
	Community and Land Use Work

17 Environmental Action #1

Priority: **Completed**

High Priority EN Action #1 When updating the City's Critical Areas Ordinance, integrate the precautionary principle and mitigation sequencing to protect and preserve natural resources.

Department Lead: Community Development

Support: --

Action ▪ BI Municipal Code

Affects: ▪ --

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Notes:

Tasks:

Dependencies:

Status:

17-1 Update Critical Areas Ordinance

Completed 2017

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18 Environmental Action #2

Priority: 3

High Priority EN Action #2 Integrate sustainability and conservation into regulations.		
Department Lead: Community Development		Support: Public Works, CCAC
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --	Notes:	
Tasks:	Dependencies:	Status:
18-1 Review code with climate change and sustainability lens: • Integrate recommendations from the Climate Change Advisory Committee. • Examine PSRC and other agency grant requirements for language and requirement consistencies regarding GHGs. • Establish GHG targets.	LU Action #3 Green Building Codes also implements this action. Recommendations of the Climate Change Advisory Committee (CCAC). Results of the GHG inventory study.	Estimated Start 2019
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19 Environmental Action #3

Priority: 2

High Priority EN Action #3 Consider climate change in all relevant City decisions, including capital projects, budgeting, staffing, and program creation.

Department Lead: Executive		Support: Community Development, Public Works, CCAC	
Action ▪ Policies and Procedures Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
19-1 Review City policies and procedures.		Recommendations of the Climate Change Advisory Committee (CCAC).	Estimated Start 2019
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20 Environmental Action #4

Priority: 4

High Priority EN Action #4 Consider creating a new “Agricultural Resource Land” (ARL) designation consistent with WAC 365-190-050, and consider designating City-owned farmland ARL.

Department Lead: Community Development		Support: --
Action ▪ Plan/Strategy Affects: ▪ BI Municipal Code ▪ --		Notes:
Tasks:	Dependencies:	Status:
20-1 Amend Comprehensive Plan	Group with EC Action #2	In progress 2019
20-2 Update Code	ARL designation	Estimated Start 2019
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21 Environmental Action #5

Priority: 3

High Priority EN Action #5 Incorporate low impact development principles, goals, and approaches into all land use and development codes. NOTE: SAME AS WR ACTION 3.

Department Lead: Public Works		Support: Community Development	
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:	
Tasks:	Dependencies:	Status:	
21-1 Update BIMC 15.19 and 15.20 as needed		Estimated Start 2019	
21-2 Update BIMC 18.12 and 18.15 as needed		Estimated Start 2019	
21-3 Update DCSS document		Estimated Start 2019	
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22 Environmental Action #6

Priority: 3

High Priority EN Action #6 Review and update BIMC 16.22 Vegetation Management and other City tree regulations and programs.

Department Lead: Community Development		Support: --
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
22-1 Repeal BIMC 16.22		Complete 2018
22-2 Update BIMC 16.18 and 18.15	Staffing arborist position	In progress 2019
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23 Environmental Action #8

Priority: 4

Medium Priority EN Action #8 Improve City outreach programs to educate the public about how they can protect and enhance natural resources and respond to climate change.

Department Lead: Community Development		Support: Executive	
Action ▪ Outreach/Engagement Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
23-1 Start Outreach Program			Estimated Start 2020
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24 Environmental Action #9

Priority: 5

Medium Priority EN Action #9 Coordinate with other agencies to promote safe and sustainable pest and weed management.

Department Lead: Community Development		Support: Community Development	
Action ▪ Partnership Affects: ▪ -- ▪ --		Notes:	
Tasks:	Dependencies:	Status:	
24-1 Convene Partnership		Estimated Start 2019	
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25 Environmental Action #10

Priority: 4

Other EN Action #10 Coordinate with organizations and governments at all levels to prepare for and respond to climate change.

Department Lead: Community Development		Support: Executive, Public Works	
Action ▪ Partnership Affects: ▪ Plan/Strategy ▪ --		Notes:	
Tasks:	Dependencies:	Status:	
25-1 Develop strategy		Estimated Start 2019	
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Water Resources Element

Work Plan Items and Schedule

WATER RESOURCES WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
26	<u>High Priority WR Action #1</u> Adopt aquifer conservation zoning regulations and innovative permit review processes designed to protect the Island's surface and ground waters.			Critical Areas Ordinance (CAO) update for added Aquifer Resource Protection Area (ARPA) regulations approved
27	<u>High Priority WR Action #2</u> Adopt an Island-wide Groundwater Management Plan (GWMP). Take the actions necessary - capital improvements, code changes, etc. - to capture, clean and re-infiltrate as much stormwater as reasonably possible.	Develop and adopt GWMP	Recruiting term-limited employee to begin plan development	Scope of GWMP reviewed by ETAC and Utilities Advisory Committee (UAC)
	<u>High Priority WR Action #3</u> Incorporate Low Impact Development (LID) principles, goals and approaches into all land use and development codes.	NOTE: SAME ACTION IN ENVIRONMENTAL ELEMENT See Environment Element Action #5		
28	<u>High Priority WR Action #4</u> Apply adaptive management to assure that land use on the Island will continue to be adequately served by the available water resources.	Develop Monitoring Program	Water Resource Inventory Area (WRIA #15) Watershed Enhancement & Recovery committee convened and meeting regularly	CAO update for added ARPA regulations approved Coordinated Water System Plan complete
29	<u>Medium Priority WR Action #5</u> Launch a program of public education about how individual actions can help protect the quality and quantity of the Island's surface and groundwaters.	Groundwater Outreach and Education	Partner with Bainbridge Island Watershed Council on ongoing education and outreach.	City State of the Island's Waters (2 nd edition) complete Groundwater Monitoring Program

6/30/19

				annual reports published
30	<u>Medium Priority WR Action #6</u> Consider adopting seawater intrusion regulations in coordination with Kitsap County.	Consider if seawater intrusion regulations are necessary	WRIA #15 ground convened and meeting regularly	Coordinated Water System Plan complete Annual Groundwater Monitoring Program monitors for seawater intrusion
31	<u>Other Priority WR Action #7</u> Work with other jurisdictions and the environmental and development communities to promote programs and projects to protect the Island's surface and ground waters.		Local Integrating Organization (LIO)/Puget Sound Partnership convened and meeting regularly WRIA #15 ground convened and meeting regularly.	Coordinated Water System Plan complete Springbrook Creek Watershed Assessment Project Partnership with BI Land Trust complete

☐ Implementing Action Complete

6/30/19

WATER RESOURCES DRAFT SCHEDULE

Item	2019			2020			2021			2022			2023			2024			2025			2026		
27 – Groundwater Management Plan																								
28 – Adaptive Management of Water Resources																								
29 – Public Education on Water Resources																								
30 – Seawater Intrusion Regulations																								
31 – Coordination for Water Resources																								

Work Group Legend

 Environment and Water Resources Work

26 Water Resources Action #1

Priority: **Completed**

High Priority WR Action #1 Adopt aquifer conservation zoning regulations and innovative permit review processes designed to protect the Island's surface and ground waters.

Department Lead: Planning and Community Development		Support: Public Works	
Action - BI Municipal Code Affects: - Policies and Procedures --		Notes:	
Tasks:		Dependencies:	Status:
26-1 Critical Area Ordinance Update		Stormwater regulations and Site Assessment Review	Completed 2017

27 Water Resources Action #2

Priority:

High Priority WR Action #2 Adopt an Island-wide Groundwater Management Plan. Take the actions necessary- capital improvements, code changes, etc.- to capture, clean and re-infiltrate as much stormwater as reasonably possible.

Department Lead: Public Works		Support: Planning and Community Development	
Action ▪ Plan/Strategy Affects: ▪ Capital Improvements Plan ▪ BI Municipal Code		Notes:	
Tasks:		Dependencies:	Status:
27-1 Adopt Groundwater Management Plan		Environmental Technical Advisory Committee Review High Priority Water Resource Action #1 and #4 dependent upon plan completion	Estimated Start 2019

28 Water Resources Action #4

Priority:

High Priority WR Action #4 Apply adaptive management to assure that land use on the Island will continue to be adequately served by the available water resources.

Department Lead: Public Works		Support: Community Development--	
Action ▪ City Program Affects: ▪ -- ▪ --		Notes:	
Tasks:	Dependencies:	Status:	
28-1 Develop Monitoring Program	Groundwater Management Plan	Estimated Start 2019	
28-2 Water Resource Inventory Area (WRIA #15) Watershed Enhancement & Recovery committee convened and meeting regularly		In progress 2019	
28-3 CAO new Aquifer Resource Protection Area (ARPA) regulations.		Completed 2018	
28-4 Coordinate Water System Plan		Completed 2018	

29 Water Resources Action #5

Priority:

Medium Priority WR Action #5 Launch a program of public education about how individual actions can help protect the quality and quantity of the Island's surface and groundwaters.

Department Lead: Public Works		Support:	
Action ▪ Outreach/Engagement Affects: ▪ City Program ▪ --		Notes:	
Tasks:		Dependencies:	Status:
29-1 Groundwater Outreach and Education		Groundwater Management Plan	Estimated Start 2019
29-2 Partner with Bainbridge Island Watershed Council on ongoing education and outreach			Ongoing
29-3 City <i>State of the Island's Waters</i> (2 nd edition) completed Spring 2019			Completed 2019

30 Water Resources Action #6

Priority:

Medium Priority WR Action #6 Consider adopting seawater intrusion regulations in coordination with Kitsap County.

Department Lead: Public Works		Support: Planning and Community Development	
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
30-1 WRIA #15 convened and meeting regularly			Ongoing
30-2 Coordinated Water System Plan			Complete 2019
30-3 City annual groundwater monitoring program monitors for seawater intrusion			Ongoing
30-4 Consider if Seawater intrusion regulations are necessary		Groundwater Management Plan Group with code changes for WR Action #4 County cooperation	In Progress 2019

31 Water Resources Action #7

Priority:

Other Priority WR Action #7 Work with other jurisdictions and the environmental and development communities to promote programs and projects to protect the Island's surface and ground waters.

Department Lead: Community Development		Support: --	
Action ▪ Partnership Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
31-1 Local Integrating Organization (LIO)/Puget Sound Partnership convened and meeting regularly		Cooperation with other jurisdictions.	Ongoing
31-2 WRIA #15 convened and meeting regularly			Ongoing
31-3 Coordinated Water System Plan			Complete 2019
31-4 Springbrook Creek Watershed Assessment Project partnership with BI Land Trust			Complete 2019

Housing Element

Work Plan Items and Schedule

HOUSING WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
32	<u>High Priority HO Action #1</u> Set targets for increasing the supply of moderately priced and affordable housing, measure progress, and if insufficient progress is being made toward meeting the housing targets, determine what actions are not working and make appropriate adjustments.		Staff working on monitoring and reporting program	Comprehensive Plan set targets (see Housing Element HO Goals 1 & 2)
33	<u>High Priority HO Action #2</u> Amend the City's development code to facilitate an increase in the diversity of housing types and supply of affordable housing.	Mandatory inclusionary housing ordinance Update codes and create procedures to increase housing diversity	Council discussion of Inclusionary Zoning, ADUs and "Tiny Homes" Implementation of Affordable Housing Task Force (AHTF) Priority & Quick Win Recommendations	Council review of AHTF Final Report complete ECONorthwest/Forterra Inclusionary Zoning & TDR Economic Analysis Report complete
34	<u>High Priority HO Action #3</u> Partner with other jurisdictions, the development community, and nonprofit organizations to increase the diversity of housing types and supply of affordable housing.			Kitsap Regional Coordinating Council (KRCC) AHTF formed and meeting bimonthly
35	<u>High Priority HO Action #4</u> Consider actions that can be taken to reduce financial barriers that inhibit the desired increase in diverse and affordable housing.	Implementation of AHTF Priority & Quick Win Recommendations	Mandatory inclusionary housing ordinance Council consideration of Multi-family property tax exemption (MFTE) and other options	Council review of AHTF Final Report complete ECONorthwest/Forterra Inclusionary Zoning & TDR Economic Analysis Report complete

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
36	<u>High Priority HO Action #5</u> Create a short-term (60-90 days) citizen affordable housing task force to consider the revised Housing Element and provide specific recommendation for near term action.			AHTF Final Report and Recommendations complete
37	<u>High Priority HO Action #6</u> Review and revise City regulations related to permissible live-aboard capacity in City marinas.		Review of live-aboard percentage in private marinas for Shoreline Master Program (SMP) City re-organization of Eagle Harbor Open Water marina	
38	<u>Medium Priority HO Action #7</u> Focus additional city and other financial resources to help increase the supply of affordable housing.		Council discussion of AHTF Report Priority & Quick Win Recommendations including staffing, public land, and City Housing Trust Fund (HTF) Review of State Legislature affordable housing funding tools	HTF funding approved in City biennial budget Permanent staff support funded
39	<u>Medium Priority HO Action #8</u> Look for ways to reduce the cost of multifamily housing, particularly affordable housing. NOTE: SAME TASKS AS ACTION #4	Implementation of AHTF Priority & Quick Win Recommendations	Mandatory inclusionary housing ordinance Council consideration of MFTE and other options	Council review of AHTF Final Report complete ECONorthwest/Forterra Inclusionary Zoning & TDR Economic Analysis Report complete
40	<u>Other Priority HO Action #9</u> Identify ways to achieve local results with and through regional actions. NOTE: SAME TASKS AS ACTION #3			Kitsap Regional Coordinating Council (KRCC) AHTF formed and meeting bimonthly

☐ Implementing Action Complete

HOUSING DRAFT SCHEDULE

Item	2019	2020	2021	2022	2023	2024	2025	2026
33 – Housing Diversity								
35 – Eliminate Financial Barrier to Affordable Housing								
37 – Live-aboard Housing								
38 – Financial Resources for Affordable Housing								
39 – Reduce Multi-Family Housing Costs								

Work Group Legend



Housing Work

Environment and Climate Work

32 Housing Action #1

Priority: **Completed**

High Priority HO Action #1 Set targets for increasing the supply of moderately priced and affordable housing, measure progress, and if insufficient progress is being made toward meeting the housing targets, determine what actions are not working and make appropriate adjustments.

Department Lead: Community Development

Support: --

Action ▪ Plan/Strategy

Affects: ▪ --

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Notes:

Tasks:

Dependencies:

Status:

32-1 Set affordable housing targets.

Completed 2017

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33 Housing Action #2

Priority:

High Priority HO Action #2 Amend the City's development code to facilitate an increase in the diversity of housing types and supply of affordable housing. NOTE: SAME AS HS ACTION #3.

Department Lead: Community Development		Support: --
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes: Live/work unit type housing added as permitted in B/I zone for 2018 ADU and Tiny Home regulations in process for Summer/Fall 2019
Tasks:	Dependencies:	Status:
33-1 Inclusionary Housing Ordinance	LU Action #6 depends on inclusionary housing work to be completed	In Progress 2019
33-2 Update codes and create procedures to increase housing diversity.	Cultural Action #1 promotes living space for artists.	In Progress 2019

34 Housing Action #3

Priority: **Completed**

High Priority HO Action #3 Partner with other jurisdictions, the development community, and nonprofit organizations to increase the diversity of housing types and supply of affordable housing.

Department Lead: Community Development		Support: --
Action ▪ Partnership Affects: ▪ -- ▪ --		Notes: Kitsap Regional Coordinating Council (KRCC) AHTF formed and began meeting bimonthly in January 2019
Tasks:	Dependencies:	Status:
34-1 Kitsap Regional Coordinating Council (KRCC) Affordable Housing Task Force formed		Completed 2019

35 Housing Action #4

Priority:

High Priority HO Action #4 Consider actions that can be taken to reduce financial barriers that inhibit the desired increase in diverse and affordable housing.

Department Lead: Community Development		Support: Finance	
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes: Economic Analysis Completed and Inclusionary Zoning ordinance work started in 2019	
Tasks:		Dependencies:	Status:
35-1 Mandatory inclusionary housing ordinance			In Progress 2019
35-2 Consider adoption of MFTE			Estimated Start Fall 2019
35-3 Consider reduction of fees or permit streamlining for ADUs and affordable housing projects			Estimated Start Fall 2019

36 Housing Action #5

Priority: **Completed**

High Priority HO Action # 5 Create a short-term (60-90 days) citizen affordable housing task force to consider the revised Housing Element and provide specific recommendation for near term action.

Department Lead: Community Development		Support: --
Action ▪ Work Program Affects: ▪ -- ▪ --		Notes: AHTF appointed in July 2017. Final Report and Recommendations completed July 2018
Tasks:	Dependencies:	Status:
36-1 Convene Affordable Housing Task Force and issue recommendations.		Completed 2018

37 Housing Action #6

Priority:

High Priority HO Action #6 Review and revise City regulations related to permissible live-aboard capacity in City marinas.		
Department Lead: Community Development		Support: Executive, Public Works
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
37-1 Integrate into the Shoreline Master Program periodic review.	SMP periodic review process (which includes review and approval by the Department of Ecology).	In Progress 2019
37-2 City re-organization of Eagle Harbor Open Water marina	Permit with Department of Natural Resources	In Progress 2019

38 Housing Action #7

Priority:

Medium Priority HO Action #7 Focus additional city and other financial resources to help increase the supply of affordable housing.

Department Lead: Community Development		Support: Finance and Public Works	
Action Affects: ▪ Budget, Capital Projects ▪ -- ▪ --		Notes: - HTF funded as part of City's biennial budget - Staff position funded for 2019-2020	
Tasks:		Dependencies:	Status:
38-1 Consider resources to support affordable housing such as options for constructing affordable housing on public land and the use of Housing Trust Fund grants.			In Progress 2019
38-2 Develop permanent staff support for affordable housing			Completed 2019

39 Housing Action #8

Priority:

Medium Priority HO Action #8 Look for ways to reduce the cost of multifamily housing, particularly affordable housing.

Department Lead: Community Development		Support: Finance	
Action - Plan/Strategy Affects: - BI Municipal Code --		Notes: Same tasks as Action #4	
Tasks:		Dependencies:	Status:
39-1 Mandatory inclusionary housing ordinance			In Progress 2019
39-2 Consider adoption of MFTE			Estimated Start Fall 2019
39-3 Consider reduction of fees or permit streamlining for ADUs and affordable housing projects			Estimated Start Fall 2019

40 Housing Action #9

Priority: Completed

Other Priority HO Action #9 Identify ways to achieve local results with and through regional actions.		
Department Lead: Community Development		Support: --
Action Partnership	Notes: Same as Action #3	
Affects: - Plan/Strategy --		
Tasks:	Dependencies:	Status:
40-1 Convene meeting with regional partners. Kitsap Regional Coordinating Council (KRCC) Affordable Housing Task Force formed		Completed 2019

Transportation Element

Work Plan Items and Schedule

TRANSPORTATION WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
41	<u>High Priority TR Action #1</u> Accelerate accomplishment of the Goals of the Transportation Element by considering a General Obligation Bond to finance the build-out of needed transportation infrastructure over the next five years.			Developed transportation ballot measure – 2018 SAFE Levy defeated
42	<u>High Priority TR Action #2</u> Work with Kitsap Transit and Island business owners to maximize parking and non-motorized opportunities for employees and customers in commercial districts.	Convene working group	Implementing short-term parking study recommendations	2017 consultant Parking Study completed
43	<u>High Priority TR Action #3</u> Substantially increase the quality and quantity of bike lanes connecting neighborhood centers to Winslow and the Ferry Terminal.	Complete new Non-Motorized Transportation Plan	Developing RFQ for Sustainable Transportation plan	Funding authorized by 2019 City Council

 Implementing Action Complete

TRANSPORTATION DRAFT SCHEDULE

Item	2019		2020		2021		2022		2023		2024		2025		2026	
42 – Maximize Parking																
43 – Increase Bike Lanes to Ferry Terminal																

Work Group Legend

Transportation Work

41 Transportation Action #1

Priority: Complete

High Priority TR Action #1 Accelerate accomplishment of the Goals of the Transportation Element by considering a General Obligation Bond to finance the build-out of needed transportation infrastructure over the next five years.

Department Lead: Public Works		Support: Finance
Action ▪ Budget Affects: ▪ -- ▪ --		Notes: 2018 SAFE Levy defeated by voters
Tasks:	Dependencies:	Status:
41-1 Develop Transportation Ballot Measure		Completed 2018
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42 Transportation Action #2

Priority: 4

High Priority TR Action #2 Work with Kitsap Transit and Island business owners to maximize parking and non-motorized opportunities for employees and customers in commercial districts.

Department Lead: Public Works		Support: Community Development	
Action ▪ Partnership Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
42-1 Convene Working Group			Estimated Start 2019
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43 Transportation Action #3

Priority: 4

High Priority TR Action #3 Substantially increase the quality and quantity of bike lanes connecting neighborhood centers to Winslow and the Ferry Terminal.

Department Lead: Public Works		Support: --
Action ▪ Transportation Improvements Plan Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
43-1 Complete new Non-Motorized Transportation Plan		Estimated Start 2019
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Capital Facilities Element

Work Plan Items and Schedule

CAPITAL FACILITIES WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
44	<u>High Priority CFE Action #1</u> Implement the priorities in the Capital Facilities Element through the adopted Capital Improvement Program (CIP).	Develop work program for updating the CIP	CIP update pending City Council approval in September	
45	<u>High Priority CFE Action #2</u> Coordinate the City's plans and capital investment programs with those of other jurisdictions responsible for providing and maintaining capital facilities on the Island.	Update the CIP	CIP update pending City Council approval in September	
46	<u>Medium Priority CFE Action #3</u> During the review of the Land Use Code, identify and adopt amendments that will facilitate achieving the objectives of both the City and the utility service providers.	Update public works design standards to integrate sustainability and green building into utilities requirements		Updated City Code to allow limited number of advanced septic systems in City sewer area

☐ Implementing Action Complete

CAPITAL FACILITIES DRAFT SCHEDULE

Item	2019				2020				2021				2022				2023				2024				2025				2026			
44 – Update CIP																																
45 – Coordinate Capital Investments																																
46 – Green Standards for Utilities (with 3)																																

Work Group Legend

	Environment and Climate Work
	Utilities Work

44 Capital Facilities Element Action #1 Priority: 3

High Priority CFE Action #1 Implement the priorities in the Capital Facilities Element through the adopted Capital Improvement Program.

Department Lead: Public Works		Support: --
Action ▪ Work Program Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
44-1 Develop work program for Capital Improvement Plan update.	Other items that should be on this work program: • High Priority CFE Action #2 • High Priority Utility Action #2	Estimated Start 2020
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45 Capital Facilities Element Action #2

Priority: 4

High Priority CFE Action #2 Coordinate the City's plans and capital investment programs with those of other jurisdictions responsible for providing and maintaining capital facilities on the Island.

Department Lead: Public Works		Support: --
Action ▪ Capital Improvements Plan Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
45-1 Update the Capital Improvement Plan	High priority CFE Action #1 work program.	In Progress 2019
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46 Capital Facilities Element Action #3 Priority: 5

Medium Priority CFE Action #3 During the review of the Land Use Code, identify and adopt amendments that will facilitate achieving the objectives of both the City and the utility service providers.

Department Lead: Public Works		Support: --
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
46-1 Update public works design standards to integrate sustainability and green building into utilities requirements.	Group with work on Land Use Action #3.	Estimated Start 2020
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Utilities Element

Work Plan Items and Schedule

UTILITIES WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
47	<u>High Priority U Action #1</u> Develop a process for periodic review of Island utility services.	Develop and implement a periodic review program		Utilities Advisory Committee (UAC) recommendation presented to City Council March 2019
48	<u>High Priority U Action #2</u> Support the development of sewer tertiary treatment and sewer greywater systems.	Study feasibility of tertiary treatment at WWTP	City Council to consider contract award in August	Authorized award of contract for study consultant
49	<u>High Priority U Action #3</u> Facilitate cooperation among or consolidation of water systems.	Convene a water systems working group Create a unified set of regulations for island water systems	Intertie between KPUD and City Rockaway systems	Discussion with KPUD and private water systems at UAC in 2018 City consolidated Casey St. system in 2017
50	<u>High Priority U Action #4</u> Continue the investigation of the creation of an Island-wide high-speed internet service.	Initiate strategy development	Developing franchise agreement for ISP to operate in City ROW.	Discussions between KPUD and ISP regarding barriers to implementation
51	<u>Medium Priority U Action #5</u> Proactively encourage, study, and facilitate consolidation of water systems to manage water resources and systems more efficiently, economically and safely.	Groundwater Management Plan	Recruiting term-limited employee to begin plan development	City Council funded GWMP in 2019-20 budget

☐ Implementing Action Complete

6/30/19

UTILITIES DRAFT SCHEDULE

Item	2019				2020				2021				2022				2023				2024				2025				2026			
47 – Periodic Review of Utility Services																																
48 – Sewer Tertiary Treatment and Greywater																																
49/51 – Consolidation of Water Systems																																
50 – High Speed Internet																																

Work Group Legend



Utilities Work

47 Utilities Action #1

Priority: 5

High Priority U Action #1 Develop a process for periodic review of Island utility services.		
Department Lead: Public Works		Support: --
Action ▪ City Program Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
47-1 Develop and implement a periodic review program.		In Progress 2019
		-- --
		-- --
		-- --
		-- --

48 Utilities Action #2

Priority: 4

High Priority U Action #2 Support the development of sewer tertiary treatment and sewer greywater systems.		
Department Lead: Public Works		Support: --
Action ▪ Complete Study Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
48-1 Study feasibility of tertiary treatment at WWTP		In Progress 2019
		-- --
		-- --
		-- --
		-- --

49 Utilities Action #3

Priority: 4

High Priority U Action #3 Facilitate cooperation among or consolidation of water systems.		
Department Lead: Public Works		Support: --
Action Plan/Strategy	Notes:	
Affects: - BI Municipal Code --		
Tasks:	Dependencies:	Status:
49-1 Convene a working group that includes representatives of Group A and Group B water systems, the Fire Marshal, and the Public Works department.	Include consideration of Medium Priority Utilities Action #5 in this work.	Estimated Start Q4 2019
49-2 Create a unified set of regulations for island water systems: - Improve the review process for water system projects to improve consistency and clarity. Currently there is a differential review process based on system ownership, type of construction, and use of right-of-way. - Determine uniform water system standards for design, construction, and fire flow for island water systems. - Review and update fire code to provide clarity on water system upgrades and for new development. - Review and clarify utilities and right of way uses in section 10-15 water line requirements. - Clarify 20.04.110 to reflect Fire Marshal's current approach for residential construction and the upgrade of water systems.		Estimated Start 2022
		-- --
		-- --
		-- --

50 Utilities Action #4

Priority: 5

High Priority U Action #4 Continue the investigation of the creation of an Island-wide high-speed internet service.

Department Lead: Community Development		Support: --	
Action ▪ Plan/Strategy Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
50-1 Initiate Strategy Development.			Estimated Start 2024
			-- --
			-- --
			-- --
			-- --

51 Utilities Action #5

Priority: 4

Medium Priority U Action #5 Proactively encourage, study, and facilitate consolidation of water systems to manage water resources and systems more efficiently, economically and safely.

Department Lead: Public Works		Support: --
Action ▪ Plan/Strategy Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
51-1 Develop a strategy for consolidating water systems.	Include with High Priority Utilities Action #3.	Estimated Start 2021
		-- --
		-- --
		-- --
		-- --

Cultural Element

Work Plan Items and Schedule

CULTURAL WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
52	<u>High Priority CU Action #1</u> Consider work and living space for artists when modifying housing regulations or commercial use regulations.	Code update to allow live/work space for artists		

☐ Implementing Action Complete

CULTURAL DRAFT SCHEDULE

Item	2019				2020				2021				2022				2023				2024				2025				2026			
52 – Living Spaces for Artists (with 33)																																

Work Group Legend



Housing Work

52 Cultural Action #1

Priority: 2

High Priority CU Action #1 Consider work and living space for artists when modifying housing regulations or commercial use regulations.

Department Lead: Community Development		Support: --
Action ▪ BI Municipal Code Affects: ▪ -- ▪ --		Notes:
Tasks:	Dependencies:	Status:
52-1 Code update to allow live/work space for artists.	Include in the Housing Action #2 code work	Estimated Start 2020
		-- --
		-- --
		-- --
		-- --

Human Services Element

Work Plan Items and Schedule

HUMAN SERVICES WORK PLAN ITEMS SUMMARY

	Implementing Actions	Tasks to Complete	Tasks in Progress	Completed Tasks
53	<u>High Priority HS Action #1</u> The City Council shall consider human service funding through the biennial budget process.	Review human services funding during budget process		
54	<u>High Priority HS Action #2</u> Periodically update the Community Needs Assessment. Use the results to inform City funding decisions and promote community discussion about human service needs to increase empathy and understanding.	Update community needs assessment Review human services program funding		
	<u>Medium Priority HS Action #3</u> Amend the City's development code and create public/private partnerships to increase the diversity of housing types and supply of affordable housing. NOTE: SAME ACTION IN HOUSING ELEMENT.	NOTE: SAME ACTION IN HOUSING ELEMENT See Housing Element Action #2		
	<u>Medium Priority HS Action #4</u> Adopt and maintain and Economic Development Strategy to coordinate public and private efforts to grow and sustain a healthy economy on the Island. NOTE: SAME ACTION IN ECONOMIC ELEMENT.	NOTE: SAME ACTION IN ECONOMIC ELEMENT See Economic Element Action #1		

 Implementing Action Complete

6/30/19

HUMAN SERVICES DRAFT SCHEDULE

Item	2019	2020	2021	2022	2023	2024	2025	2026
53/54 – Human Services								

Work Group Legend

 Community and Land Use Work

53 Human Services Action #1

Priority: 4

High Priority HS Action #1 The City Council shall consider human service funding through the biennial budget process.

Department Lead: Community Development		Support: Finance	
Action ▪ Budget Affects: ▪ -- ▪ --		Notes:	
Tasks:	Dependencies:	Status:	
53-1 Review human services funding as part of budget process.	Coordinate with High Priority Human Services Action #2	Estimated Start Q2 2020	
		-- --	
		-- --	
		-- --	
		-- --	

54 Human Services Action #2

Priority: 4

High Priority HS Action #2 Periodically update the Community Needs Assessment. Use the results to inform City funding decisions and promote community discussion about human service needs to increase empathy and understanding.

Department Lead: Community Development		Support: --	
Action ▪ Policies and Procedures Affects: ▪ -- ▪ --		Notes:	
Tasks:		Dependencies:	Status:
54-1 Update the Community Needs Assessment		Coordinate with High Priority Human Services Action #1	Estimated Start Q2/3 2020
54-2 Review Human Services funding to inform 2021-2022 award cycle			Estimated Start Q2/3 2020
			-- --
			-- --



City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:40 PM) Request for Proposals for 2020-2021 Cultural Funding Award Cycle - Executive,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward authorization for City staff to issue the Request for Proposals, as attached, as part of the City's 2020-2021 cultural funding award cycle for approval with the August 13, 2019 Consent Agenda.

SUMMARY:

The City provides \$150,000 in annual funding to local nonprofit organizations to support cultural activities in the community. Every two years, the City issues a Request for Proposals (RFP) to solicit requests for funding from this program. This RFP will cover the next two-year funding cycle (2020-2021) and \$300,000 in planned funding.

FISCAL IMPACT:

Amount:	\$300,000
Ongoing Cost:	
One-Time Cost:	\$300,000
Included in Current Budget?	Yes

BACKGROUND:

The City of Bainbridge Island's Comprehensive Plan includes the vision that "Arts and humanities are an integral part of the community fabric. They contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island."

Every two years, the City conducts a process to solicit proposals from local nonprofits organizations to deploy cultural element implementation funding. For cultural activities in 2020-2021, the City will award \$300,000 in funding to community organizations. The RFP seeks proposals for cultural projects and activities that will

benefit Bainbridge Island residents and visitors. Special consideration is given to organizations and projects that will use City funds to advance the community objectives identified within the Cultural Element and/or Economic Element of the City's Comprehensive Plan.

Council established the Cultural Funding Advisory Committee (CFAC) to incorporate citizen input in the process to decide how to distribute the City's cultural funding. The CFAC for the 2020-2021 cultural funding cycle was appointed in June. CFAC members, supported by a process facilitator, will review proposals from interested community organizations and make a funding recommendation to Council later this fall.

The City intends to issue the RFP following Council approval, ideally in early September. Proposals would be due in early October. The CFAC would review submitted proposals using the criteria and framework identified within the RFP. The CFAC will then develop a funding recommendation for Council consideration and approval. Funding awards will be for activities that occur from January 1, 2020 through December 31, 2021.

The draft RFP has been updated since the previous funding cycle to incorporate feedback from the previous cycle's participants, applicants, and facilitator. Highlights for discussion include the following components:

- eligibility
- use of funds
- evaluation emphasis
- maximum and minimum award size
- reporting and evaluation

ATTACHMENTS:

[2020-2021 Cultural Funding RFP for CC 07232019](#)

[2020-21 Cultural Funding RFP-Slides for CC 07232019.pptx](#)

FISCAL DETAILS:

The 2019-2020 Adopted Budget includes \$300,000 for a two-year cultural funding award cycle. Applications are considered and a set of awards are recommended to the City Council. Awards will be made in the fall of 2019 for 2020-2021 funding. Organizations submit quarterly and annual reports and receive reimbursement for qualifying expenses.

Fund Name(s):

Coding:



Request for Proposals Cultural Funding 2020-2021 Guidelines and Application

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2020-2021 Cultural Funding Guidelines

About Cultural Funding

*Arts and humanities are an integral part of the community fabric.
They contribute to the economic vitality, community character, livability,
and quality of life of Bainbridge Island.*

- Cultural Vision 2036, City of Bainbridge Island 2016 Comprehensive Plan Cultural Element

The 2016 Comprehensive Plan Cultural Element states:

“Bainbridge Island is home to thriving cultural institutions, and to many artists, writers, musicians, and craftspeople, serving a local and regional public and many tourists. The forms of art and culture that we celebrate are as diverse as our population; they are embedded in our history and our economy. [We] recognize the contributions of cultural institutions and many dedicated individuals to our quality of life.

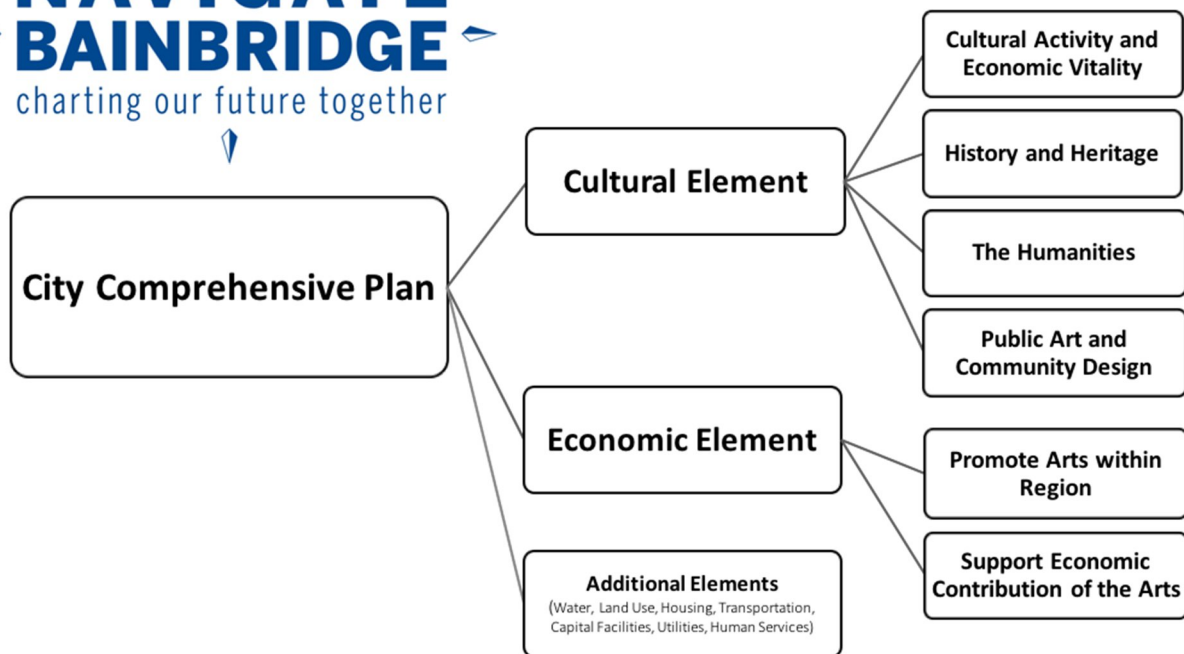
...The arts and humanities are mechanisms for developing larger community values that are rooted in the interests of citizens such as economic vitality, quality education, and community planning and design and are unto themselves a valuable element of the Island’s rich character. Support for the arts and humanities is an investment in the community.

The economic identity and vibrancy of Bainbridge Island is based upon its unique cultural values. These values have been historically developed and shaped by generations of Island residents. Invention, creativity, diversity and generosity of spirit and expression have led to the development of Island organizations, events, programs and individual pursuits allowing the community to flourish, enhancing its quality of life.

This Cultural Element continues to recognize that the arts and humanities significantly contribute to the City’s identity, sense of place, and economy.”

The City of Bainbridge Island is seeking proposals for cultural projects and activities that will benefit Bainbridge Island residents and visitors during 2020-2021. Special consideration will be given to organizations and projects that will use City funds to advance the community objectives identified within the [Cultural Element](#) and/or [Economic Element](#) of the [City’s Comprehensive Plan](#). All City-funded activities must provide public benefit as described on page 5. Special consideration will also be given to organizations and projects that:

- involve significant community participation;
- create access to cultural activities for underserved or underrepresented communities, or include underrepresented art forms;
- strengthen organizational capacity; and
- foster opportunities for collaboration within the cultural sector.



A total of \$300,000 will be available for distribution through a two-year funding cycle. Applicants can apply for awards ranging from a minimum of \$5,000 to a maximum of \$30,000 and funds may be used to support activities during 2020 and 2021. The City hopes to consider support for a wide range of projects and activities of varying sizes that provide public benefit to Bainbridge Island residents and visitors.

What Does Cultural Funding Support?

- General operating support
- Project support
- Organizations with missions that include but are not entirely focused on arts, culture, and heritage can apply for funding. However, requests must be restricted to the portion of their budget that applies to arts, cultural or heritage projects or activities. (For example, if an environmental organization primarily focused on trail restoration also runs an outdoor arts program, it may submit a request to support the operating costs of its outdoor arts program, but not the operating costs associated with its trail restoration work.)

What Does Cultural Funding Not Support?

- | | |
|--|-------------------------------------|
| • Commercial projects | • Direct support to individuals |
| • Capital projects | • Fundraisers |
| • Debt service, endowment building or scholarships | • Religious or political activities |

What Key Dates Do I Need to Know?

<i>Pre-application workshop for potential applicants: Applicants have opportunity to learn more about process and ask questions about the RFP. All applicants are strongly encouraged to send a representative to the workshop.</i>	Monday, September 9, 2019, 3:00pm at City Hall
<i>Application deadline: Applications will not be accepted after this time</i>	Monday, September 30, 2019, no later than 4:00pm
<i>Application reviewed for completeness: Staff will review each application for completeness and legal compliance. Organizations may be asked to supply corrections, clarification and missing materials. Failure to respond by the deadline provided will disqualify the application. Incomplete applications or applications with significant deficiencies may be rejected at the discretion of staff or review panel.</i>	October 2019
<i>Proposal presentations: Applicants will present proposals to and answer questions from the Cultural Funding Advisory Committee. Applicants should be prepared to answer questions CFAC members may ask about their proposals.</i>	Monday, October 28, 2019, 6:00pm at City Hall
<i>CFAC develops funding recommendation: Each application is reviewed by the CFAC. The Committee develops a funding recommendation for consideration and approval by the City Council.</i>	Monday, November 4, 2019 Wednesday, November 5, 2019 (if needed)
<i>City Council approves 2020-2021 Cultural Funding Awards:</i>	November/December 2019
<i>Applicants notified of award results: Note: An award notification letter is not a contract and funding is not guaranteed until the contract has been fully executed.</i>	by December 31, 2019
<i>City executes funding agreements: City staff will contact each award recipient to finalize the contract and accompanying documents and deliverables.</i>	by December 31, 2019
<i>Award period:</i>	January 1, 2020 – December 31, 2021

Who is Eligible?

Organizations with:

- Tax-exempt status under section 501(c)(3) of the Internal Revenue Code status. Alternatively, entities without tax-exempt 501(c)(3) status may apply under the fiscal sponsorship of another organization with the required status. The fiscal sponsor provides fiduciary oversight of the project and must agree to enter into the funding contract with the City
- The majority of services provided on Bainbridge Island or for its residents and visitors
- At least one ongoing cultural program open to the public or that provides services (training, administrative support, technical assistance, and more) to arts professionals on Bainbridge Island
- A minimum two-year history of continuous operation

The Fine Print

Compliance and Permits

Organizations awarded funding shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under any Agreement with the City.

Proposals involving special events, signs, building or construction, impacts to public property, or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities, and incorporated permit fees in the project budget.

Public Benefit

City of Bainbridge Island funds must be used for a specific public benefit provided to Bainbridge Island residents and visitors. Each organization that receives an award will identify a specific public benefit “deliverable” in their service agreement that they will provide to Bainbridge Island residents and visitors. Some examples of public benefit include:

- Ensuring the project or activity is affordable and accessible;
- Offering an activity or performance that is free to the public;
- Providing special outreach to underrepresented communities; or
- Creating meaningful cultural experiences that reflect and are relevant to Bainbridge Island’s diverse population.

Access

Funded projects and activities must be open to the public and fully accessible to all audiences.

Conflict of Interest

Organizations with a staff member, board member or officer serving on the Cultural Funding Advisory Committee are not eligible to receive Cultural Funding.

Non-Discrimination

Organizations awarded funding agree not to discriminate against any employee, applicant for employment, client, or any other person in the performance of any Agreement with the City because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, gender identity, or other circumstance prohibited by federal, state or local law, except for a bona fide occupational qualification.

Timing

Awards are for services provided during calendar year 2020 and 2021; requests for funding for goods or services to be provided in 2019 or beyond calendar year 2021 will not be considered.

Reporting and Payments

Organizations awarded funding (“Service Provider”) will be required to enter into a professional services agreement with the City to provide the services outlined in their proposals. As part of the agreement, the City will disburse payments on a reimbursement basis, using a quarterly schedule for invoices. The City will not provide payment in advance of delivery of goods or services.

Service Providers will be asked to identify minimal data to report the City as part of each quarterly invoice. More extensive reporting will be required on an annual basis, and the annual reporting will address progress and learning on the use of awarded City funds.

Acknowledgment

Organizations awarded funding will be expected to acknowledge financial support from the City in their promotional materials. The City logo will be provided for this purpose.

Audit

All organizations awarded funds will be asked to provide documentation that funded services have been delivered and within the approved funding period.

The Finer Print

- Materials submitted in response to this RFP become the property of the City upon receipt.
- This RFP does not, under any circumstances, commit the City to pay any costs incurred by any applicant in the submission of a proposal. The applicant is responsible for all costs associated with its response to this RFP.
- The City reserves the right to request additional information as needed for evaluation of proposals.
- The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.
- The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

Review Process

The City of Bainbridge Island uses a review committee to review and assess all applicant proposals. On June 25, 2019, the City Council appointed seven members to the Cultural Funding Advisory Committee (CFAC). The CFAC will develop award recommendations based on the published evaluation criteria affirmed by the City Council and funds available. It is anticipated that funds requested will exceed funds available. City Council will consider and approve the CFAC recommendation. Funds will be awarded to recipient organizations through a professional services agreement, which will be administered by City staff. Funding is not guaranteed.

2019 Cultural Funding Advisory Committee (CFAC)

Name	Position	Name	Position
Sal DeRosalia	Position 1	Rasham Nassar	Councilmember, Liaison
Jim Cash	Position 2	Leslie Schneider	Councilmember, Liaison
Tara DeCoster	Position 3		
TBD	Position 4	<i>Note: Organizations with a staff member, board member or officer serving on the Cultural Funding Advisory Committee are <u>not</u> eligible to receive Cultural Funding.</i>	
Steve Rabago	Position 5		
Becky Crook	Position 6		
Diane Urbaite-Sosonkina	Position 7		

Evaluation Criteria

The CFAC will evaluate proposals based on the following criteria and scoring rubric. Scores are not the sole determinant of funding but play a significant role in working toward consensus and prioritization in a competitive process. Other factors, such as the availability of funds and compatibility with the community objectives of the City of Bainbridge Island, will also guide the committee's work to develop a funding recommendation.

Area	Indicator	Score
Proposal Statement of Purpose	Should, in 1 page, clearly explain the cultural project or activities for which funding is requested including: • Key goals, objectives and milestones for the 2-year funding period • Key people involved in the project • Explicit articulation of what City funding will allow organization to accomplish and what will happen if funding is not received	25
Advance Community Objectives of the Cultural and/or Economic Elements	Should clearly demonstrate how the proposed project or activities will <i>"contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island"</i> and, in a meaningful way, <i>advance one or more community objectives identified within the Comprehensive Plan's Cultural Element:</i> • Cultural Activity and Economic Vitality • History and Heritage • The Humanities • Public Art and Community Design <i>or Economic Element (Goal EC-12 and Policies EC 12.1 and 12.2):</i> • Continue to promote the arts as a significant component of the Bainbridge Island economy • Promote the arts community within the region as an economic asset of the Island	20
Community Impact	Should identify public benefit(s), including opportunities for significant community participation and/or improved access: • The most successful applicants will document that proposed activities will reach large audiences and/or new/underserved/ underrepresented segments of the community or include underrepresented art forms, and provide a compelling plan for doing so	25
Organizational Strength	Demonstrates organizational stability and capacity, including successful track record, and commitment to implement the project or activities proposed within the funding period, including: • Clear planning – the proposal refers to the project's goals and organization's strategic objectives • Skilled leadership by key board, artistic and management personnel, paid and unpaid • Effective relationships, communications and outreach to and input from target audiences • Strong fundraising and financial management skills – demonstrated by well-prepared application and funding plan	10

Budget	Proposal should demonstrate feasibility of budget, including: • Proposed budget provides evidence of beneficial public investment and efficient use of City resources • Budget information is realistic, reasonable and aligned to support proposed project and activities and their objectives • Additional and diverse sources of funding for the proposed project or activities are identified, where applicable	10
Achievable Outputs, Outcomes and Assessment	Proposal should succinctly lay out a two-year plan for outputs (such as # served), outcomes (longer-term impact in the community), and a plan for self-assessing the proposed project or activities. Specifically, the proposal should demonstrate how the organization will track its proposed work and continually learn from and improve projects or activities through: • Clear goals and objectives • Measurable success metrics • Description of anticipated growth and continued improvement as a result of receiving City funding, if applicable	10
Total		100

General Tips on Preparing and Presenting Your Application

Read the Guidelines Carefully. Take Your Time.

Proposal Narrative: Tell Your Story

A good application tells a story that engages and informs the reader. Use each section to create a comprehensive picture of your organization and your request.

- Use simple, clear language.
- Refer to the evaluation criteria as you write. You should address each of the criteria and they should help you think about what makes your organization and/or project stand out.
- How does your organization make a difference? Successful proposals speak to the impact you have on your art form or cultural discipline, on behalf of artists, the audiences you serve, your neighborhood, the city, local history, and/or local identity. Your proposal should illustrate the breadth and depth of your organization's impact.
- Use numbers to tell your story, too. Provide explanations for any major changes from year to year, including deficits or unachievable budgets.

Remember Your Audience and the Fund's Purpose

- The panel is made up of your peers who will appreciate direct, honest accounts of your work.
- Be brief, organized and accurate. Being concise can help you stand out among the pool of applicants.
- Assume panelists are learning about your organization for the first time, even if you know them. Don't take anything for granted. Tell your story clearly, thoroughly, and use specific details.

Submit Your Application Early

- Leave plenty of time to make any corrections or to deal with last-minute technical issues.

Presentations: Tell Your Story, in an Elevator

Each applicant will be expected to provide a presentation to the committee and answer questions. All presentations will be held on Monday, October 28, 2019 beginning at 6:00pm. This time is brief. Applicants are allotted a total of 10 minutes each—five minutes for your presentation and five minutes for questions and answers.

- Draft a set of talking points and highlight the top two-three key points you wish to get across in the five minutes allotted. Begin with making the case about *why* this proposed project or activity is important as a City investment and *how* your organization will ensure its success (e.g., that City dollars are invested wisely in supporting your proposed project or activity).
- Have a cheat sheet prepared with questions you think are likely to surface, and brief responses to each. Brevity, along with the ability to answer the questions in a clear and concise manner, is key.

Contact

For assistance contact: Ellen Schroer, Deputy City Manager, eschroer@bainbridgewa.gov, 206-780-8619

2020-2021 Cultural Funding Application

How to Apply

Complete the application form using the format provided. Then submit your proposal and supporting attachments.

- Answer each question in the order in which they appear in the Proposal Narrative below.
- The Proposal Narrative should be no more than 10 pages in length and typed in single-spaced 11-point font.
- Submit one PDF electronically. Compile the documents in the order listed in the Materials Checklist below.
- Each document should be labeled with your organization's name and title of the document (e.g., in the header or footer). Please put page numbers on each page of the Proposal Narrative.
- Submit your single PDF to CityAdmin@bainbridgewa.gov no later than 4:00pm on Tuesday, September 30, 2019.

Materials Checklist

A complete application will include the following documents in this order:

- ☐ Application Cover Sheet (an optional fillable PDF version of this form is available online)
- ☐ Proposal Narrative
- ☐ Proposal Budget and Budget Narrative (provide your budget in the format suggested on page 14)
- ☐ Current Board of Directors (list and open positions)
- ☐ Current Staff List (names, titles, indicating whether positions are full-time, part-time, volunteer)
- ☐ Organizational Financial Information (all documents based on applicant fiscal year)
 - ☐ Current Balance Sheet (dated no earlier than September 1, 2019)
 - ☐ Annual Operating Budget for Current Fiscal Year (showing budget and year-to-date actuals)
 - ☐ 2020 Draft Budget (if available)
 - ☐ List of major income sources for past two years (funder, purpose, amount), including current year indicating whether funding is received, pledged, or pending
- ☐ IRS Form 990 (provide link to most recent filed, if applicable)
- ☐ IRS Determination Letter of 501(c)(3) Non-profit Status
- ☐ Optional Work Sample (if you would like, please submit a link to an example of your work online)

Fiscal Sponsor:

- ☐ Materials listed above
- ☐ Fiscal Sponsorship Agreement

If this application will be submitted through a fiscal sponsor, provide the all of the materials requested above for the fiscal sponsor, except for the Proposal Narrative. (Directions follow.) Additionally, please provide the requested materials as available for the requesting entity. For instance, if the requesting entity has a Staff List, Operating Budget or List of Income Sources, etc. please submit them, in addition to the complete list of materials for the fiscal sponsor.

Help

For assistance contact: Ellen Schroer, Deputy City Manager, eschroer@bainbridgewa.gov, 206-780-8619

2020-2021 Cultural Funding Application Cover Sheet

Organization Information

Applicant Organization Name: _____

Proposal Contact Person: _____ Position/Title: _____

Email Address*: _____

**Note: All communication regarding this proposal and any questions will be communicated using the email address you provide above. Please make sure you are monitoring it.*

Are you applying with a fiscal sponsor?** (y/n) _____ **If yes, complete Fiscal Sponsor section below.

Mailing Address: _____

Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Phone (work or daytime): _____

Are you a 501(c)(3) nonprofit organization? (y/n) _____ Organization Tax ID#: _____

Year established: _____ Number of years continuously operating: _____

Are you now being funded by another program of City of Bainbridge Island? (y/n) _____

If so, by what program and in what amount? _____

Did your organization receive Cultural Funding in the 2018-2019 cycle? (y/n) _____

***Fiscal Sponsor (Only complete this section if this proposal will be submitted through a fiscal sponsor.)*

Organization Name: _____

Contact Person: _____ Position/Title: _____

Email Address: _____

Phone (work or daytime): _____

Mailing Address: _____

Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Are you a 501(c)(3) nonprofit organization? (y/n) _____ Organization Tax ID#: _____

Year established: _____ Number of years continuously operating: _____

Are you now being funded by another program of City of Bainbridge Island? (y/n) _____

If so, by what program and in what amount? _____

Proposal Information

Proposal Title: _____

Brief Description of Request: "To support..." _____

Total Amount Requested: \$ _____

(Note: If requesting \$30,000, please clearly substantiate the request so the reviewer understands the need and use of funds.)

Amount of City Funding Requested: 2020: \$ _____ 2021: \$ _____

☐ General Operating Support

☐ Project Support

Authorized Signature: _____ Date: _____

Print Name: _____

(Note: An optional fillable PDF version of this form is available online.)

2020-2021 Cultural Funding Proposal Narrative

About Your Organization

(Note: If you are submitting this application through a fiscal sponsor, please complete the Proposal Narrative referencing your proposed project, not the work of the fiscal sponsor.)

1) Mission Statement

Describe your organization's mission.

2) Past Funding

If you received Cultural Funding in the 2018-2019 cycle, in 2-3 sentences, briefly describe what City funding helped you accomplish and the status of your funded work to-date.

About Your Request

Your answers to each of the six sections below should address the bulleted questions relevant to your proposal.

1) Proposal Statement of Purpose

- Succinctly describe the cultural project or activities for which you are seeking funding. Include a brief timeline of major milestones during the period of the proposal, including date(s), time(s) and location(s), if appropriate.
- What are your primary goals and objectives for your project or your organization as a whole (if requesting general operating support) during the funding period?
- Who is involved in the project or activities and why? List key participants or partners and their qualifications.
- What will City funding allow you to accomplish and if you do not receive funding, what will you not be able to do?

2) Advance Community Objectives of the Cultural and/or Economic Elements

- Clearly describe how the proposed project or activities will contribute to advancing one or more of the community objectives, goals and visions of the Comprehensive Plan's Cultural Element and/or Economic Element. Be sure to explain which objective or objectives will be addressed.
- Describe how the proposed project or activities will encourage the well-being of Bainbridge Island's significant cultural sector.

3) Community Impact: Community Needs, Public Benefit, Participation and Access

- Describe how the project or activities will provide public benefit to Bainbridge Island residents and visitors.
- Will there be new opportunities for community participation?
- How will you improve access to your proposed project or activities?
 - Will you offer activities or performances that are affordable or free to the public?
 - Will they be accessible to all people, regardless of physical ability?
 - Will you provide focused outreach to underrepresented communities or underserved segments of the Island's population?

- Describe the audience you will reach and how you will reach them. Will the proposed project or activities reach audiences to new your organization?

4) Organizational Strength

- Explain why you believe you can complete the proposed project or activities within the funding period and are confident in its success. (May include qualifications, past success, leadership, strong partnerships or supporters, taking advantage of an existing event, etc.).
- If you haven't already done so, please briefly explain how your proposal supports your organization's strategic goals.
- How do you gather input and feedback your audiences or participants? How do you ensure your work is relevant to the community?
- What steps are you taking to improve the sustainability of the project or activities beyond this period of funding?

5) Achievable Outputs, Outcomes and Assessment

- During this two-year funding period:
 - o How many Bainbridge Island residents and visitors do you anticipate that this project or activities will serve?
 - o How many people will be admitted to a performance, exhibit or activity supported by City funding for free?
- What indicators of success or other quantitative metrics will help your organization to track progress and report back to the City on the impact of its funding?
 - o Please identify at least two key metrics and the projected outputs for each.
 - o What longer term outcomes do you hope to advance or achieve and how will you track your progress?
- How do you plan to monitor the progress of this project or your activities during the two-year funding period of 2020-2021?
- Briefly describe how often your organization evaluates the overall effectiveness of its programming.
- Briefly describe how you believe City funding will impact your organizational capacity and support any other improvements.
- How will you incorporate what you learn from this project into your work?

(Note: If partial funding is awarded, applicant will be asked to revise Section 5 (above) to match the actual amount awarded in the Service Agreement. Please consider how this might impact your project or activities when making your proposal. The City frequently awards less funding than the amount requested.)

6) Additional Information

- a) Please provide any additional information about your project, leadership, budget or organization that will be helpful to the committee in its review of this proposal.

2020-2021 Cultural Funding Proposal Budget and Budget Narrative

General Operating Support

If you are applying for general operating support, please submit your annual operating budget for the current fiscal year, as requested in the Materials Checklist. Additionally, please complete this table:

	2020 - Year 1			2021 - Year 2			
	Total Operating Budget Year 1	COBI Cultural Funding Request Year 1	% of Total Operating Budget Year 1	Total Operating Budget Year 2	COBI Cultural Funding Request Year 2	% of Total Operating Budget Year 2	Total Cultural Funding Request (Year 1 and 2)
TOTAL							

Project Support

If you are applying for project support, please submit your project budget in the table format suggested below. Expense categories listed below are only suggested categories. Please use expense categories that apply to your project and be as specific as possible. Then complete the following two questions:

- 1) Please include and identify any income your project is expected to generate.
- 2) Please list the amount and source of any funding that is already committed and/or pending for this program/project.

	2020 - Year 1			2021 - Year 2			
Suggested Expense Categories	Total Project Budget Year 1	COBI Cultural Funding Request Year 1	% of Total Project Budget Year 1	Total Project Budget Year 2	COBI Cultural Funding Request Year 2	% of Total Project Budget Year 2	Total Project Budget (Year 1 and 2)
Human Resources (Staff Salaries, Benefits, Consultant Services)							
Space / Facilities							
Equipment Purchase							
Travel / Training							
Insurance							
Other							
Indirect Administrative Costs							
TOTAL							



CITY OF
BAINBRIDGE ISLAND

2020-2021 Cultural Funding RFP

July 23, 2019

Background

- ❖ City budget includes \$300,000 for Cultural Element funding
- ❖ City Council approved process in 2017; first Cultural Funding Award Cycle began in 2017 for 2018-2019
- ❖ 16 organizations received awards from \$5,000 to \$30,000
- ❖ Propose to use same approach for 2020-2021

Process

- ❖ Two-year award cycle (2020-2021)
- ❖ City will issue RFP to solicit funding proposals
- ❖ Cultural funding advisory committee (CFAC) will assess proposals (members appointed June 25, 2019)
- ❖ City Council will review CFAC funding recommendation and approve awards

RFP Highlights

- ❖ Emphasis on connection to Comprehensive Plan goals (Cultural Element and Economic Element)
- ❖ Funding available for operating support or projects
- ❖ Emphasis on organizational capacity
- ❖ Encourage proposals to create access to cultural activities for underserved/underrepresented communities or include underrepresented art forms

RFP Highlights

- ❖ Eligibility – must be 501(c)(3) non-profit, or submit via a qualified “fiscal agent”
- ❖ Awards will range from \$5,000 - \$30,000
- ❖ Annual reporting will highlight results and impact

Area	Indicator	Score
Proposal Statement of Purpose	Should clearly explain the cultural project or activities for which funding is requested including: • Key goals, objectives and milestones for the 2-year funding period • Key people involved in the project • Explicit articulation of what City funding will allow organization to accomplish and what will happen if funding is not received	25

RFP Highlights – Criteria #1

Area	Indicator	Score
Advance Community Objectives of the Cultural and/or Economic Elements	Should clearly demonstrate how the proposed project or activities will: • “contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island”; • advance one or more community objectives identified within the Comprehensive Plan’s Cultural Element or Economic Element (Goal EC-12 and Policies EC 12.1 and 12.2)	20

RFP Highlights – Criteria #2

Area	Indicator	Score
Community Impact	Should identify public benefit(s), opportunities for significant community participation and/or improved access. The most successful applicants will document that proposed activities will: • reach large audiences and/or new, underserved, or underrepresented segments of the community; • include underrepresented art forms; • provide a compelling plan for doing so, and • may also foster opportunities for collaboration within the cultural sector.	25

RFP Highlights – Criteria #3

Area	Indicator	Score
Organizational Strength	Demonstrates organizational stability and capacity, including successful track record, and commitment to implement the project or activities proposed within the funding period	10

RFP Highlights – Criteria #4

Area	Indicator	Score
Budget	Proposal should demonstrate feasibility of budget, including: • provides evidence of beneficial public investment and efficient use of City resources; • realistic, reasonable and aligned to support proposed project and activities, and • Additional sources of funding for the proposed project or activities identified, where applicable	10

RFP Highlights – Criteria #5

Area	Indicator	Score
Achievable Outputs, Outcomes and Assessment	Proposal should succinctly lay out a two-year plan for outputs (such as # served), outcomes (longer-term impact in the community), and a plan for self-assessing the proposed project or activities.	10

RFP Highlights – Criteria #6

RFP Highlights – Timeline

Activity	Proposed Dates
City Council approves RFP	August 13
City issues RFP to public	Late August
Pre-application workshop for potential applicants	Mid September
Proposals due to City	September 30

RFP Highlights – Timeline

Activity	Proposed Dates
Applicant organizations present proposals to CFAC	October
CFAC reviews applications and develops funding recommendation	November
City Council considers CFAC funding recommendation and approves awards	November/ December
Applicants notified of award results	December
City executes funding agreements with recipient organizations	December

Cultural Funding RFP

Questions?



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 45 Minutes

AGENDA ITEM: (8:55 PM) Discussion of Potential Changes to the City's Ethics Program Regarding Third-Party Article I Complaints - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to direct staff to draft language revising the City's Ethics Program to implement approach number ____ for the handling of third-party Article I complaints.

SUMMARY:

Council discussion of potential approaches for receiving and evaluating third-party Article I complaints under the City's Ethics Program and, if a preferred approach is chosen, direction to staff to begin work on revisions to the Ethics Program.

FISCAL IMPACT:

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

BACKGROUND:

On July 9, 2019, the Council agreed, in principle, to two general flow charts outlining the preferred processing and evaluation of: (1) requests from members of the Council or of a City committee for advisory opinions on their own behavior; and (2) Article II complaints. The Council directed staff to draft revisions to the Ethics Program to implement these flow charts for further Council discussion, currently scheduled to occur on August 6, 2019.

On July 23, 2019, the Council will continue its discussion on potential approaches for receiving and evaluating third-party Article I complaints under the City's Ethics Program. To facilitate this discussion, the Mayor has prepared the attached list of approaches, which summarizes potential approaches considered to date along with a general discussion of the pros and cons of each approach. At its July 15, 2019 Meeting, the Ethics Board reviewed this list and offered feedback to the Council, which has been incorporated into the attached list.

ATTACHMENTS:

[List of Possible Approaches - Third-Party Article I Complaints](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

“3rd-Party” Article I Complaints

A List of Possible Approaches

This is a summary of options that the Council has discussed over the last couple of months. This was drafted by Mayor Medina with the input of the Deputy Mayor and the Ethics Board.

“3rd-party Article I complaints” refers to complaints alleging a breach of Article I of the Ethics Code made against a Councilmember or City committee member by a person other than the Councilmember or City committee member him or herself. A Councilmember or City committee member can request an Article I opinion on him or herself – this is called an Article I request for opinion. In other words, the term “3rd-party” is meant to denote that the complaint is being filed by a person other than the person who is the subject of the complaint.

Below is a list of different ideas that have arisen for handling 3rd-party Article I complaints. All references below to “Complaints” are references to 3rd-party Article I complaints.

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Approach 1. “Prior System.” Return to our Prior System – Do not Accept Complaints

Pros	Cons
1. Complaints do not become political. 2. Complaints do not get “blown up” into more than they are. 3. This is what the vast majority of WA cities do.	1. Only path for residents to make a complaint is to figure out how to take it directly to the Council or Councilmembers. 2. There is no requirement that Council, or anyone else, considers the complaints. 3. There is no clear way other than the next election that Councilmembers can be held accountable for their actions. Although Council always has power to consider an issue if Council wants to. 4. Removing the existing process for submission of complaints may give the impression that legitimate complaints from the public are unwelcome or will be ignored. 5. Complainants are not always accurate in categorizing their complaints as Article I or Article II. Removing existing process may adversely impact filing of legitimate Article II complaints.

Approach 2. “Educational only approach.” Complaints Go to Ethics Board. Ethics Board Issues Written Opinion. Opinion is not Considered by Council.

Pros	Cons
1. Smaller chance of complaints becoming political (as compared to Approach 3 or 5). 2. Smaller chance of complaints being “blown up” into more than they are (as compared to Approach 3 or 5) 3. Residents have a clear path to lodge complaints. 4. Group of non-elected citizens has opportunity to opine on the appropriateness of the behavior (some see this as a “pro”).	1. Group of non-elected citizens has opportunity to opine on the appropriateness of the behavior. Some see this as a “con”, especially if the citizens are not required to have a certain level of training and/or are not screened in certain ways. 2. Has some opportunity to become political or be misused, although this is lessened by the fact that it won’t go to Council. 3. Because it results in a written opinion, it has some opportunity to be “blown up” into more than it should be.

5. There is an opportunity for Councilmembers to be educated about their behavior.	4. Complainant (resident making the complaint) does not necessarily get any amends out of the process. 5. Subject of complaint has no opportunity to publicly explain or defend him/herself. 6. It is possible for the opinion to be written without thorough fact-finding and due process. 7. Resolution of the complaint might take some weeks or months.
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Approach 2 Variation: “Elected Official Members.”

Add two new members to the Ethics Board who were at some point elected officials.

Pros	Cons
1. Same as directly above. 2. Involvement of prior elected officials might result in more informed opinions. 3. Councilmembers may have a higher level of comfort that a member (or two) of the Ethics Board has empathy for the role of an elected official.	1. Same cons as directly above. 2. Potentially very small pool of applicants 3. Political positions of previously elected officials may lead to public perception of bias 4. What if there were no applicants or no acceptable applicants? 5. Need to establish selection criteria, the process of which may be difficult

Approach 3. “Current System.” Complaints Go to Ethics Board. Ethics Board Issues Written Opinion. Opinion IS Considered by Council.

Pros	Cons
1. Residents have a clear path to lodge complaints. 2. Group of non-elected citizens has opportunity to opine on the appropriateness of the behavior (some see this as a “pro”). 3. City Council is expected to opine on appropriateness of behavior and to take action if desired (some might see this as a “pro”).	1. Highest chance of complaints becoming political (as compared to all other Approaches). 2. Highest chance of complaints being “blown up” into more than they are (as compared to all other Approaches). 3. Group of non-elected citizens has opportunity to opine on the appropriateness of the behavior. Some see this as a “con”, especially if the

4. There is an opportunity for all parties to be educated about their behavior and its impact on others.	citizens are not required to have a certain level or training and are not screened in certain ways. 4. City Council is expected to opine on appropriateness of behavior and to take action if desired (some might see this as a “con”; part of it becoming political). 5. Complainant (resident making the complaint) does not necessarily get any amends out of the process. 6. Highest possibility of complainant being disparaged, in a public forum. 7. The opinion may be written by Ethics Board without thorough enough fact-finding and due process. Council is also not a body that is set up to be successful at fact-finding and due diligence. Ethics Board and City Council are restricted to the information in the complaint and response (“he said/she said”). 8. Resolution of the complaint may take some weeks or months. If complaint is made public immediately after filing, the respondent might feel that his or her version of the facts is not given equal weight by the Council, press, or public.
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Approach 3 Variation: “Elected Official Members.”

Add two new members to the Ethics Board who were at some point elected officials.

Pros	Cons
1. Same as directly above. 2. Involvement of prior elected officials might result in more informed opinions. 3. Councilmembers may have a higher level of comfort that a member (or two) of the Ethics Board has empathy for the role of an elected official.	1. Same cons as directly above. 2. Potentially very small pool of applicants 3. Political positions of previously elected officials may lead to public perception of bias 4. What if there were no applicants or no acceptable applicants? 5. Need to establish selection criteria, the process of which may be difficult

**Approach 4. “Restorative Justice” or “Reconciliation.” Complaints Go to Ethics Board.
Ethics Board facilitates a Reconciliation Process.**

This reconciliation process would involve a discussion between the person filing the complaint and the subject of the complaint. Ideally these discussions would be in-person; however, the communication needed during these discussions could be facilitated through other means than in-person meetings. During this discussion, the parties would (A) share their narratives and emotions and (B) hopefully develop an understanding of each other and reach agreement on a resolution. The resolution agreed upon would then be undertaken by the subject of the complaint. The resolution would presumably not involve a written opinion by the Ethics Board and would not involve Council consideration of the complaint, although the resolution could involve a written opinion or Council consideration if the parties so agreed.

Pros	Cons
1. Residents have a clear path to lodge complaints. 2. Smallest chance that complaints will become political (smallest of all Approaches other than Approach 1, not allowing complaints at all). 3. Smallest chance that complaints are “blown up” into more than they are (smallest of all Approaches other than Approach 1, not allowing complaints at all). 4. There is no written opinion, which is much of what leads to “pros” 2 and 3 directly above. 5. Complainant has highest chance of receiving some amends (a personal apology; a public statement of apology; some direct action; etc.). 6. Complainant and respondent have direct control and input to the process. 7. Smallest chance that complainant gets disparaged publicly or drawn into a negative process. 8. Councilmember has opportunity to sit with complainant and explain Councilmember’s actions. 9. Avoids possibility of a poor process due to inadequate fact-finding or due process. 10. Resolution can be relatively quick (quicker than Approaches 2 and 3).	1. Group of non-elected citizens does not have opportunity to opine on the appropriateness of the behavior. Maybe some would see this as a “con”. 2. City Council is not expected to opine on appropriateness of behavior. Maybe some would see this as a “con”. 3. Complainant and/or respondent may find a face-to-face meeting or other form of direct contact too confrontational. 4. Some volatile situations may be poor choices for in-person or direct confrontations. 5. Who would conduct/oversee in-person meetings between complainant and respondent? What special training or expertise would they need?

11. City Council is not put in position of taking up a complaint and having to make a subjective decision on potentially poor data. But Council always has power to consider an issue if it wants. 12. There is an opportunity for all parties to be educated about their behaviors and its impacts on others.	
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Approach 5. “Best of Both Worlds.” Combines Approaches 3 and 4 to provide a two-step process. Complainant form would include two options for dealing with complaint. Option A focuses on remediation (as noted in previous Approach #4); if that is unsuccessful or complainant chooses not to use reconciliation, then Option B (previous Approach #3) is used. Please see notes following Pro/Con section.

Pros	Cons
1. Immediate resolution of the complaint 2. Restoration of communication between the two parties. 3. Closure of the matter for both parties. 4. No opinion developed or filed by the Ethics Board if reconciliation (Option A) resolves the issue. 5. No publication of the complaint or the response if resolved during reconciliation. 6. Residents have a clear path to lodge complaints. 7. Smallest chance that complaints will become political (smallest of all Approaches other than Approach 1, not allowing complaints at all). 8. Allows for resolution without “public” hearing, thus de-escalating the situation. 9. Complainant has highest chance of receiving some amends (a personal apology; a public apology; some direct action; etc.). 10. Complainant and respondent have direct control and input to the process.	1. City Council is not expected to opine on appropriateness of behavior. Maybe some would see this as a “con”. 2. Complainant and/or respondent may find a face-to-face meeting or other form of direct contact too confrontational. 3. Some volatile situations may be poor choices for in-person or direct confrontations. 4. Who would conduct/oversee in-person meetings between complainant and respondent? What special training or expertise would they need? 5. Group of non-elected citizens has opportunity to opine on the appropriateness of the behavior. Some see this as a “con”, especially if the citizens are not required to have a certain level of training and are not screened in certain ways. 6. Possibility of complainant being disparaged, in a public forum.

11. Smallest chance that complainant gets disparaged publicly or drawn into a negative process. 12. Councilmember has opportunity to sit with complainant and explain Councilmember's actions. 13. Avoids possibility of a poor process due to inadequate fact-finding or due process. 14. Resolution can be relatively quick. 15. City Council is not put in position of taking up a complaint and having to make a subjective decision on potentially poor data. But Council always has power to consider an issue if it wants. 16. There is an opportunity for all parties to be educated about their behaviors and its impacts on others. 17. Group of non-elected citizens has opportunity to opine on the appropriateness of the behavior (some see this as a "pro"). 18. City Council is expected to opine on appropriateness of behavior and to take action if desired (some might see this as a "pro").	
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How Approach #5 Process would work:

Option A: The complaint form will include two approaches for dealing with the complaint. The person filing the complaint will be encouraged (not required) to consider a reconciliation process with the person against whom the complaint is filed.

This reconciliation process would include the complainant, the respondent and a 2-person team from the Ethics Board who are trained in reconciliation, or alternatively a professional mediator and one member of the Ethics Board working as a team. If the matter can be settled in this process, the matter would then be dropped.

The advantage of this approach is that there can be immediate resolution of the complaint, restoration of communication between the two parties, and some sense of finality of the matter for both parties. It is the way that a sense of having been heard would most likely be achieved for both parties. And, this approach allows for resolution without "public" hearing, thus de-escalating the situation. While an initial complaint and response would be written, there

would be no opinion developed or filed by the Ethics Board in this reconciliation process. Unless there is a legal requirement that the complaint be published on the City’s website, the Ethics Board believes that there should not be publication of the complaint or the response.¹

There may be situations where the complainant does not feel that such a reconciliation approach would resolve the issue or does not feel comfortable in such a context. If the complainant chooses not to use the reconciliation approach, then Option B would be utilized.

Option B: This approach is a slightly modified Approach 3 noted above. The Ethics Board has consistently requested that Article I complaints be handled in a way that they serve as an educational opportunity, as opposed to a punitive one. Upon receipt of the complaint, it would be forwarded to the respondent (the person complained about), with a request for a response. Once the complaint and response are received, the Ethics Board would deal with the matter through seeking any additional information, discussion of the matter and then issuing an opinion.

That said, it is recognized that the City Council may, at any time, chose to discuss the behavior of a member of a committee, commission, or one of their fellow Council members. That can be done with or without a formal complaint having been filed. The point here is that the Ethics Board does not believe that Ethics Board opinions regarding Article I should be “taken up” routinely by the Council.

We are using the term “reconciliation” for the process that involves a face-to-face meeting and conversation between the complainant and the respondent. This could also be called “mediation” or “restorative justice” although the latter tends to be related to crime and victims, which is a bit strong for the matters dealt with by the Ethics Code.

Approach 6. “Council Consideration Only.” Complaints Go to directly to the Council. Council considers them in exec or open session. No written finding unless Council takes some action.

Pros	Cons
1. Residents have a clear path to lodge complaints. 2. City Council is expected to opine on appropriateness of behavior and to take action if desired (some might see this as a “pro”). 3. Smaller chance that complaints will become political (smaller than Approaches 2 and 3).	1. Still a chance of complaints becoming political. 2. Still a chance of complaints being “blown up” into more than they are. 3. Group of non-elected citizens does not have opportunity to opine on the appropriateness of the behavior. Some might see this as a “con”, some as a “pro.”

¹ We realize that a document filed with the City, such as an ethics complaint, is a public document and can become available through a public records request. However, there may be no legal need to “publish” this on the City’s website. If a PRR seeks the complaint, the response should be sent with the complaint, so both sides are available to the person requesting the complaint through a PRR.

4. Smaller chance that complaints are “blown up” into more than they are (smaller than Approaches 2 and 3). 5. There is no written opinion, which is much of what leads to “pros” 3 and 4 directly above. 6. The process will be relatively quick (let’s say Council is required to take it up within 2 weeks). This also leads to “pros” 3 and 4. I.e., if it is quicker, there is less chance it will become political or blown up. 7. There is an opportunity for all parties to be educated about their behaviors and its impacts on others.	4. City Council is expected to opine on appropriateness of behavior and to take action if desired (some might see this as a “con”; part of it becoming political). 5. Complainant (resident making the complaint) may not necessarily get any closure out of the process. 6. Depending on subject matter, complainant (and/or respondent) might prefer a more private setting in which to address grievance(s). 7. Still a substantial possibility of complainant being disparaged in a public forum. 8. Council will be put in position of doing fact-finding from the dais in real-time with the subject of the complaint or in exec session. Probably not the best fact-finding and due process system.
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General Suggestions for Process, Regardless of Which Approach is Chosen

The following suggestions are from the Ethics Board. For what it’s worth, Mayor Medina generally agrees with these suggestions.

The form for submitting a complaint needs to be redesigned to be much clearer for the person filing the complaint. The distinction between Article I and Article II complaints must be articulated on the form. The form should also contain information about the processes that are available to the complainant.

No complaint should be posted to the City’s website until the response is received so both can be filed at the same time. The Ethics Board would prefer that no part of the complaint/response/opinion be included on the City’s website until all can be there at the same time.

It should be pointed out that the Ethics Board does not “politicize” the matters with which it deals. While we must work in an open meeting setting as required by law, we are not able to control who attends the meetings, nor what they do with the information they obtain at the meetings. Our recommendation relating to the non-publication on the website of complaints without accompanying response (and possibly the opinion) is an attempt to remedy the possible misuse of the complaint.

The matter of length of time has been of concern to the City Council, as it has been with the Ethics Board. Complaints and requests should be dealt with in a timely way. A solution for that is to set deadlines for responses to be submitted, and to increase the number/frequency of meetings of the Ethics Board dependent on the case load before it. Deputy Mayor Tirman suggests a requirement that complaints be dealt with within one month.

As there have been in the past, some complaints do not appear to merit extensive consideration by the Ethics Board, and there needs to be clear guidance in the Ethics Code that such complaints can be dismissed by the Ethics Board after initial consideration, with a letter sent to the complainant indicating lack of actionability.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:40 PM) Consider new appointments to Multi-Modal Transportation Advisory Committee,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to not make new appointments to the Multi-Modal Transportation Advisory Committee, per previous Council action to discontinue this advisory committee upon completion of their final report or by December 31, 2019, whichever is earlier.

SUMMARY:

To consider whether to move forward with new appointments to this advisory committee, given Council action to discontinue the committee.

FISCAL IMPACT:

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

BACKGROUND:

At the Council meeting on June 11, the City Council approved a motion (1) to request the committee members for each committee take up as a final task the creation of a report to the City Council that will provide information on the work and accomplishments of the committee and recommendations for what remaining actions are needed by the City, and (2) to discontinue the committee upon completion of this report or by December 31, 2019.

Prior to that action, the City had solicited applications from residents who were interested in serving on the committee.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

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

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve the Consent Agenda as presented.

SUMMARY:

Consider approval of agenda items:

- B. Accounts Payable and Payroll
- C. City Council Study Session Minutes, July 2, 2019
- D. City Council Regular Business Meeting Minutes, July 9, 2019
- E. Request for Proposals for 2020 Lodging Tax Projects - Executive
- F. Interlocal Agreement for Navigator Behavioral Health Support - Police
- G. Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program - Finance
- H. Olympic Drive Design Professional Services Agreement Amendment No. 1 - Public Works
- I. Municipal Court Lease Extension - Public Works,
- J. Police Vehicle Procurement - Public Works
- K. Resolution No. 2019-22, Supporting a County-Wide Ban on the Aerial Spray of Glyphosate and Stating the City's Intent
to Pursue a Ban on the General Use and Sale of Glyphosate on Bainbridge Island

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: July 23, 2019

ESTIMATED TIME:

AGENDA ITEM: Accounts Payable and Payroll

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Approve with Consent Agenda.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Payroll.pdf](#)

[Report to Council of Cash Disbursements 07-24-19.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 7 - 20 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	7/20/2019	045279 - 045410	P/R check run - direct deposit	336,232.96
Normal	7/20/2019	109041 - 109047	P/R check run - regular	8,176.20
Vendor	7/20/2019	109048 - 109057	P/R vendor check run	134,110.66
EFTPS	7/20/2019	N/A	Federal Tax Electronic Transfer	130,436.15
Vendor	7/20/2019	N/A	P/R vendor ACH	237.50
			TOTAL:	609,193.47

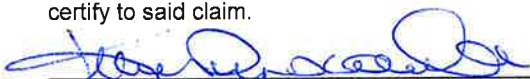
Prepared and Reviewed by:


Christy Shipman, Senior Accounting Technician

Date

7-18-19

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.


Kimberly M. Dunscombe, Budget Manager

Date

7/18/19

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: July 08, 2019 - July 22, 2019
CITY COUNCIL: July 09, 2019 - July 23, 2019

Last check from previous run: 351005 dated 07/10/19 issued to Zee Medical in the amount of \$559.48.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	N/A	N/A		N/A
ACH	N/A	N/A		N/A
ACH	N/A	N/A		N/A
VOID	N/A	N/A		N/A
Manual	7/9/19	351006	POL/Good to Go/Toll payment	7.00
Manual	7/9/19	351007	PW/Island Hands/Janitorial services - June 2019	11,394.04
Manual	7/9/19	351008	Puget Sound Energy/Citywide utilities - June 2019	28,474.45
Manual	7/9/19	351009	PCD/Nicholas Snyder/Permit refund: BLD23876 R-SFR	1,093.34
Manual	7/10/19	351010	CenturyLink/Citywide telcom services - July 2019	1,059.22
Manual	7/10/19	351011	PW/One Way Backflow Testing/Annual backflow testing - 2019	3,752.00
Manual	7/15/19	351012	US Bank/Credit card purchases - June 2019	17,715.75
Manual	7/17/19	351013	Pitney Bowes/Postage meter refill	5,000.00
Manual	7/17/19	351014	Verizon Wireless/Citywide cell phone services - July 2019	5,529.45

Manual Checks and Electronic Disbursements	74,025.25
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Regular Run	7/24/19	351015-351136	Regular Check Run	630,487.38
				704,512.63

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

Prepared and Reviewed by  Carrie Christianson, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,
the services rendered, or the labor performed as described herein and that the claim
is a just, due, and unpaid obligation against the City of Bainbridge Island,
and that I am authorized to authenticate and certify to said claim.

 7-18-2019
Karl R. Shaw, Accounting Manager Date

Manual

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cchristianson |A/P CASH DISBURSEMENTS JOURNAL

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cc 7/9/19

CASH ACCOUNT: 635 111100 CASH			VOUCHER INVOICE		INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL DESC			
351006	07/09/2019	PRTD 7451 GOOD TO GO!	232588	TB-191733676	06/19/2019		M070919	7.00
		Invoice: TB-191733676						
			7.00	53011212 543100	POL/NARROWS TOLL 6/19			
					PATROL-TRAVEL/MEALS/LODGING			
					CHECK	351006	TOTAL:	7.00
351007	07/09/2019	PRTD 8646 ISLAND HANDS	232592	17458	07/03/2019		M070919	9,728.79
		Invoice: 17458						
					JUN 2019 JANITORIAL SVCS			
			9,436.93	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
			291.86	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
			232593	17459	07/03/2019		M070919	1,665.25
		Invoice: 17459						
					JUN 2019 JANITORIAL SVCS			
			1,615.29	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
			49.96	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					CHECK	351007	TOTAL:	11,394.04
351008	07/09/2019	PRTD 1205 PUGET SOUND ENERGY	232587	CITY HALL MAY19	07/01/2019		M070919	2,483.22
		Invoice: CITY HALL MAY19						
			2,483.22	91011189 547100	CITY HALL - MAY 2019			
					GG-C/E-CITY HALL-ELECTRIC			
			232590	828JUN19	07/01/2019		M070919	283.52
		Invoice: 828JUN19						
					TAYLOR WELLS LID17 PH1			
			283.52	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
			232594	IL3JUN19	07/01/2019		M070919	29.61
		Invoice: IL3JUN19						
					ROUNDAABOUT HS/MADISON IMPR			
			29.61	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
			232595	647JUN19	07/01/2019		M070919	44.31
		Invoice: 647JUN19						
					ST LIGHTS/TRAFFIC CONTROL			
			44.31	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
			232596	IL9JUN19	07/01/2019		M070919	107.69
		Invoice: IL9JUN19						
					MADISON AVE S			
			107.69	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
			232597	285JUN19	07/01/2019		M070919	171.14
		Invoice: 285JUN19						
					SPS NORTH TOWN/SPORTSMAN			
			171.14	91421355 547100	GG-SWR-ELECTRIC			
			232598	735JUN19	07/01/2019		M070919	46.31
		Invoice: 735JUN19						
					SHANNON DR/WFP DOCK			
			46.31	91011768 547100	GG-C/E-PARKS-ELECTRIC			
			232599	182JUN19	07/01/2019		M070919	55.37
		Invoice: 182JUN19						
					MUNI COURT - METER E6			
			55.37	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 058JUN19				232600	058JUN19	07/01/2019		M070919	35.95
						NE HIDDEN COVE - SHOP			
				35.95	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 973JUN19				232601	973JUN19	07/01/2019		M070919	11.93
						OC RESERVOIR LID17 PH2			
				11.93	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
Invoice: 558JUN19				232602	558JUN19	07/01/2019		M070919	1,498.66
						7315 NE HIDDEN COVE RD			
				1,498.66	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 336JUN19				232603	336JUN19	07/01/2019		M070919	127.02
						SLS-9 ISLAND TERRACE			
				127.02	91421355 547100	GG-SWR-ELECTRIC			
Invoice: IL11JUN19				232604	IL11JUN19	07/01/2019		M070919	20.71
						ST LIGHTS WW MAD TO 305			
				20.71	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 520-330JUN19				232605	520-330JUN19	07/01/2019		M070919	49.53
						210 WINSLOW WAY E IRRIGATION			
				49.53	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 823JUN19				232606	823JUN19	07/01/2019		M070919	10.42
						BRIAN DR N/BOOTH EL PANEL			
				10.42	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 682-B-JUN19				232607	682-B-JUN19	07/01/2019		M070919	28.24
						MUNI PARKING LOT-MADISON/MADRONA			
				28.24	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 736JUN19				232608	736JUN19	07/01/2019		M070919	63.22
						SHANNON DR/WFP RESTROOM			
				63.22	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 040-581JUN19				232609	040-581JUN19	07/01/2019		M070919	122.97
						3900 HALLS HILL RD PUMP			
				122.97	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 884JUN19				232610	884JUN19	07/01/2019		M070919	131.43
						SLS FERRY TERMINAL			
				131.43	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 111JUN19				232611	111JUN19	07/01/2019		M070919	338.52
						POL STATION - METER 2			
				338.52	91011215 547100	GG-C/E-PD-ELECTRIC			
Invoice: 717JUN19				232612	717JUN19	07/01/2019		M070919	194.36
						POL STATION - METER 1			
				194.36	91011215 547100	GG-C/E-PD-ELECTRIC			

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 520-374JUN19		232613	520-374JUN19	07/01/2019	M070919	51.63
		51.63	91111264 547100	SIGNAL @ 108 OLY DR		
				GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 520-136JUN19		232614	520-136JUN19	07/01/2019	M070919	2,100.32
		2,100.32	91411345 547100	HOB BOOSTER PUMP/WELL 7290 WW		
				GG-WTR-ELECTRIC		
Invoice: IL5JUN19		232615	IL5JUN19	07/01/2019	M070919	98.51
		98.51	91111263 547100	COMMODORE OFF HS @ OLY		
				GG-STRT-STREET LIGHTING-UTIL		
Invoice: 021JUN19		232616	021JUN19	07/01/2019	M070919	98.86
		98.86	91421355 547100	SLS-3 TREATMENT PLANT		
				GG-SWR-ELECTRIC		
Invoice: 291JUN19		232617	291JUN19	07/01/2019	M070919	14.12
		14.12	91411345 547100	HEAD OF BAY WELL FIELD		
				GG-WTR-ELECTRIC		
Invoice: 031JUN19		232618	031JUN19	07/01/2019	M070919	131.02
		131.02	91421355 547100	SLS-6 LOVELL LOWER		
				GG-SWR-ELECTRIC		
Invoice: IL12JUN19		232619	IL12JUN19	07/01/2019	M070919	73.39
		73.39	91111263 547100	ST LIGHTS WW 305-FERNCLIFF		
				GG-STRT-STREET LIGHTING-UTIL		
Invoice: 573JUN19		232620	573JUN19	07/01/2019	M070919	12.45
		12.45	91411345 547100	COMMODORE/HS RESERVOIR		
				GG-WTR-ELECTRIC		
Invoice: 040-714JUN19		232621	040-714JUN19	07/01/2019	M070919	10.51
		10.51	91021182 547100	7095 NE TWIN PONDS RD		
				GG-OS-PROP MNGT-ELECTRIC		
Invoice: 206JUN19		232622	206JUN19	07/01/2019	M070919	383.35
		383.35	91421355 547100	4586 POINT WHITE DR NE		
				GG-SWR-ELECTRIC		
Invoice: 256JUN19		232623	256JUN19	07/01/2019	M070919	318.01
		318.01	91421355 547100	SLS-8 HWY 305/HARBORVIEW		
				GG-SWR-ELECTRIC		
Invoice: 636JUN19		232624	636JUN19	07/01/2019	M070919	72.74
		72.74	91421355 547100	SLS-7 WING PT WAY		
				GG-SWR-ELECTRIC		
Invoice: 888JUN19		232625	888JUN19	07/01/2019	M070919	194.36
		194.36	91411345 547100	NE HS RD PUMP		
				GG-WTR-ELECTRIC		

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CASH ACCOUNT: 635			111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN			NET	
INVOICE DTL DESC												
Invoice: 658JUN19				232626	658JUN19	07/01/2019		M070919			53.22	
				53.22	91421355 547100	SLS-4 IRENE/LOWER HAWLEY						
						GG-SWR-ELECTRIC						
Invoice: 520-298JUN19				232627	520-298JUN19	07/01/2019		M070919			231.56	
				231.56	91421355 547100	SLS-5 WW.SUNDAY COVE						
						GG-SWR-ELECTRIC						
Invoice: 640JUN19				232628	640JUN19	07/01/2019		M070919			13.14	
				13.14	91011768 547100	BRIEN DR S/BOOTH EL PANEL						
						GG-C/E-PARKS-ELECTRIC						
Invoice: 983JUN19				232629	983JUN19	07/01/2019		M070919			11.35	
				11.35	91111264 547100	MILLER RD NE BEACON						
						GG-STREET-TRAF CONTROL-UTILITY						
Invoice: 067JUN19				232630	067JUN19	07/01/2019		M070919			10.42	
				10.42	91111263 547100	MADISON PARKING LOT						
						GG-STRT-STREET LIGHTING-UTIL						
Invoice: IL7JUN19				232631	IL7JUN19	07/01/2019		M070919			73.64	
				73.64	91111263 547100	MADISON PRJ HS TO WINSLOW II						
						GG-STRT-STREET LIGHTING-UTIL						
Invoice: 466JUN19				232632	466JUN19	07/01/2019		M070919			10.42	
				10.42	91111264 547100	MADISON/HS RAINBRINGER						
						GG-STREET-TRAF CONTROL-UTILITY						
Invoice: 093JUN19				232633	093JUN19	07/01/2019		M070919			3,083.21	
				3,083.21	91411345 547100	FLETCHER BAY WELL FIELD						
						GG-WTR-ELECTRIC						
Invoice: 444JUN19				232634	444JUN19	07/01/2019		M070919			283.86	
				283.86	91011755 547100	BI COMMONS-402 BJUNE						
						GG-C/E-COMMONS-ELECTRIC						
Invoice: 461JUN19				232635	461JUN19	07/01/2019		M070919			6,387.68	
				6,387.68	91425358 547100	WWTP-1220 DONALD PL						
						GG-WWTP-ELECTRIC						
Invoice: WW&305JUN19				232636	WW&305JUN19	07/01/2019		M070919			545.88	
				545.88	91111264 547100	WINSLOW WAY & 305						
						GG-STREET-TRAF CONTROL-UTILITY						
Invoice: 831JUN19				232637	831JUN19	07/01/2019		M070919			3,938.17	
				3,938.17	91411345 547100	SANDS AVE NE WELL FIELD						
						GG-WTR-ELECTRIC						
Invoice: 797JUN19				232638	797JUN19	07/01/2019		M070919			107.52	
				107.52	91011255 547100	MUNI COURT - METER E3						
						GG-C/E-COURT BLDG-ELECTRIC						

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CASH ACCOUNT: 635			111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
Invoice: 247JUN19				232639	247JUN19	07/01/2019		M070919	13.14	
				13.14	91435838 547100	SSWM/DECANT FACILITY				
						GG-DECANT-ELECTRIC				
Invoice: 143JUN19				232640	143JUN19	07/01/2019		M070919	10.42	
				10.42	91111264 547100	REITAN RD/WELCOME TO BI				
						GG-STREET-TRAF CONTROL-UTILITY				
Invoice: IL1JUN19				232641	IL1JUN19	07/01/2019		M070919	216.93	
				216.93	91111263 547100	ERKSN/MDSN/WNSLW/KNCHTL				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: 710JUN19				232642	710JUN19	07/01/2019		M070919	286.85	
				286.85	91421355 547100	SLS-2 VILLAGE CENTER				
						GG-SWR-ELECTRIC				
Invoice: 893JUN19				232643	893JUN19	07/01/2019		M070919	685.53	
				685.53	91111263 547100	MUNI ST LIGHTING				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: 040-751JUN19				232644	040-751JUN19	07/01/2019		M070919	10.64	
				10.64	91411345 547100	520 ERICKSEN AVE PRV				
						GG-WTR-ELECTRIC				
Invoice: SPRINGJUN19				232645	SPRINGJUN19	07/01/2019		M070919	51.19	
				51.19	91111263 547100	SPRINGRIDGE RD/HANSEN HILL				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: LYNCTRJUN19				232646	LYNCTRJUN19	07/01/2019		M070919	84.30	
				84.30	91111263 547100	4238 LYNWOOD CTR RD, BLOSSOM HILL				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: BKLYN&MADJUN19				232647	BKLYN&MADJUN19	07/01/2019		M070919	13.52	
				13.52	91111263 547100	NEW BROOKLYN & MAD AVE ST LT				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: 2360-MADJUN19				232648	2360-MADJUN19	07/01/2019		M070919	13.52	
				13.52	91111263 547100	2360 MAD AVE N - E ENTRANCE ST LT				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: MAD&ORDJUN19				232649	MAD&ORDJUN19	07/01/2019		M070919	13.52	
				13.52	91111263 547100	MAD AVE N, ORDWAYH CROSS ST LT				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: BKLYN&NTOWNJUN19				232650	BKLYN&NTOWNJUN19	07/01/2019		M070919	13.52	
				13.52	91111263 547100	NEW BROOKLYN & N TOWN ST LT				
						GG-STRT-STREET LIGHTING-UTIL				
Invoice: WING&AZALEAJUN19				232652	WING&AZALEAJUN19	07/01/2019		M070919	11.11	
				11.11	91111263 547100	WING PT & AZALEA AVE ST LT				
						GG-STRT-STREET LIGHTING-UTIL				

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: W.OFMAD-PH1JUN19	232653	W.OFMAD-PH1JUN19	07/01/2019	M070919	924.72
	924.72	91111263 547100	W. OF MAD - BAINBRIDGE CO PH1 GG-STRT-STREET LIGHTING-UTIL		
Invoice: E.OFMAD-PH2JUN19	232654	E.OFMAD-PH2JUN19	07/01/2019	M070919	1,835.80
	1,835.80	91111263 547100	E. OF MAD-BAINBRIDGE CO PH2 GG-STRT-STREET LIGHTING-UTIL		
Invoice: MAD&H.S.JUN19	232655	MAD&H.S.JUN19	07/01/2019	M070919	42.94
	42.94	91111263 547100	MAD AVE/H.S. AVE ST LT GG-STRT-STREET LIGHTING-UTIL		
Invoice: 2681JUN19	232656	2681JUN19	07/01/2019	M070919	10.42
	10.42	91011768 547100	BJUNE WTRFRT PK BOOTH EL PANEL 4 GG-C/E-PARKS-ELECTRIC		
Invoice: 2996JUN19	232657	2996JUN19	07/01/2019	M070919	13.74
	13.74	91411345 547100	965 WEAVER RD NW GG-WTR-ELECTRIC		
Invoice: 3010JUN19	232658	3010JUN19	07/01/2019	M070919	10.42
	10.42	91011768 547100	BJUNE WTRFT PL BOOTH EL PANEL 3 GG-C/E-PARKS-ELECTRIC		
Invoice: 3028JUN19	232659	3028JUN19	07/01/2019	M070919	11.73
	11.73	91011768 547100	BJUNE WTRFT PK BOOTH EL PANEL 2 GG-C/E-PARKS-ELECTRIC		
Invoice: 3044JUN19	232660	3044JUN19	07/01/2019	M070919	10.42
	10.42	91011739 547100	278 WINSLOW WAY E KIOSK COMM EVENTS-ELECTRICITY		
Invoice: 3051JUN19	232661	3051JUN19	07/01/2019	M070919	10.82
	10.82	91011768 547100	BJUNE WTRFT PK BOOTH EL PANEL 1 GG-C/E-PARKS-ELECTRIC		
Invoice: LATE FEE 06/2019	232663	LATE FEE 06/2019	07/01/2019	M070919	15.78
	15.78	41011141 549900	LATE FEE FIN-C/E-MISC EXP		

CHECK 351008 TOTAL: 28,474.45

351009 07/09/2019 PRD 9221 NICHOLAS SNYDER & Invoice: BLD23876 R-SFR	232589	BLD23876 R-SFR	07/08/2019	M070919	1,093.34
	1,093.34	47148 322110	PCD/PERMIT REFUND: BLD23876 R-SFR PLAN'G REVIEW OF BLDG PERMITS		

CHECK 351009 TOTAL: 1,093.34

NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***	40,968.83
	COUNT	AMOUNT	
	-----	-----	
TOTAL PRINTED CHECKS	4	40,968.83	
		*** GRAND TOTAL ***	40,968.83

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2019 7 52										
APP 001-213000						GENERAL - ACCOUNTS PAYABLE			16,319.40	
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH				40,968.83
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000						ACCOUNTS PAYABLE			8,857.67	
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000						ACCOUNTS PAYABLE			9,662.46	
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000						STREETS - ACCOUNTS PAYABLE			5,022.82	
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000						ACCOUNTS PAYABLE			13.14	
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000						ACCOUNTS PAYABLE			1,093.34	
	07/09/2019	M070919	070919			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL									40,968.83	40,968.83
APP 631-130000						DUE TO/FROM CLEARING			40,968.83	
	07/09/2019	M070919	070919							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING				16,319.40
	07/09/2019	M070919	070919							
APP 402-130000						DUE TO/FROM CLEARING				8,857.67
	07/09/2019	M070919	070919							
APP 401-130000						DUE TO/FROM CLEARING				9,662.46
	07/09/2019	M070919	070919							
APP 101-130000						STREETS - DUE TO/FROM CLEARING				5,022.82
	07/09/2019	M070919	070919							
APP 403-130000						DUE TO/FROM CLEARING				13.14
	07/09/2019	M070919	070919							
APP 407-130000						DUE TO/FROM CLEARING				1,093.34
	07/09/2019	M070919	070919							
SYSTEM GENERATED ENTRIES TOTAL									40,968.83	40,968.83
JOURNAL 2019/07/52 TOTAL									81,937.66	81,937.66

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 7	52	07/09/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		16,319.40
001-213000			GENERAL - ACCOUNTS PAYABLE	16,319.40	
			FUND TOTAL	16,319.40	16,319.40
101 STREET FUND	2019 7	52	07/09/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		5,022.82
101-213000			STREETS - ACCOUNTS PAYABLE	5,022.82	
			FUND TOTAL	5,022.82	5,022.82
401 WATER OPERATING FUND	2019 7	52	07/09/2019		
401-130000			DUE TO/FROM CLEARING		9,662.46
401-213000			ACCOUNTS PAYABLE	9,662.46	
			FUND TOTAL	9,662.46	9,662.46
402 SEWER OPERATING FUND	2019 7	52	07/09/2019		
402-130000			DUE TO/FROM CLEARING		8,857.67
402-213000			ACCOUNTS PAYABLE	8,857.67	
			FUND TOTAL	8,857.67	8,857.67
403 STORM & SURFACE WATER FUND	2019 7	52	07/09/2019		
403-130000			DUE TO/FROM CLEARING		13.14
403-213000			ACCOUNTS PAYABLE	13.14	
			FUND TOTAL	13.14	13.14
407 BUILDING & DEVELOPMENT FUND	2019 7	52	07/09/2019		
407-130000			DUE TO/FROM CLEARING		1,093.34
407-213000			ACCOUNTS PAYABLE	1,093.34	
			FUND TOTAL	1,093.34	1,093.34
631 CLEARING FUND	2019 7	52	07/09/2019		
631-130000			DUE TO/FROM CLEARING	40,968.83	
635-111100			CASH		40,968.83
			FUND TOTAL	40,968.83	40,968.83

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		16,319.40
101 STREET FUND		5,022.82
401 WATER OPERATING FUND		9,662.46
402 SEWER OPERATING FUND		8,857.67
403 STORM & SURFACE WATER FUND		13.14
407 BUILDING & DEVELOPMENT FUND		1,093.34
631 CLEARING FUND	40,968.83	
TOTAL	40,968.83	40,968.83

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

Check # 351010 CenturyLink \$1,059.22

Checks Detail

My File Edit Tools Help

GL Summary Check Audit

Check Header

Vendor 551 Remit 1 CENTURYLINK

Cash Account 635 111100 CASH

Check number 351010 Normal

Check date 07/10/2019 Amount 1,059.22

Status: Printed

Check Run M070919

Check Detail

Document	Invoice	Inv Date	PO	Contract	Voucher	Amount	Retainage
79059	0725JUL 19	07/02/2019			232723	109.91	.00
79060	0456JUL 19	07/02/2019			232724	69.99	.00
79061	0754JUL 19	07/02/2019			232725	72.94	.00
79062	1745JUL 19	07/02/2019			232726	52.83	.00
79063	3736JUL 19	07/02/2019			232727	109.91	.00
79064	5211JUL 19	07/02/2019			232728	196.22	.00
79065	8731JUL 19	07/02/2019			232729	60.90	.00
79066	9136JUL 19	07/02/2019			232730	148.02	.00
79067	9791JUL 19	07/02/2019			232731	137.80	.00
79068	9840JUL 19	07/02/2019			232732	50.35	.00
79069	9858JUL 19	07/02/2019			232734	50.35	.00

OVR

Accounts Payable Audits - Munis [CITY OF BAINBRIDGE ISLAND]

My File Edit Tools Help

Record information

Data key 1 351010

Data key 2 635-111100

Record type check

Changed

Date 07/10/2019

Time 14:18:58 Wed, Jul 10, 2019 at 2:18:58 PM

User cchristianson Carrie L. Christianson

Master file

Action Added

File apcheckh

Data modification

Field

Old value

New value

Miscellaneous

Comments:

Check 351010 in warrant M070919 for cash account 635-111100 was run through cash disbursement on 07/10/2019. Check is to vendor 551 in the amount of \$1059.22.

1 of 2

OVR

Check # 351011 One Way Backflow Testing \$ 3,752.00

Checks Detail

My File Edit Tools Help

GL Summary
Check Audit

Check Header

Vendor 8954 Remit 1 ONE WAY BACKFLOW TESTING

Cash Account 635 111100 CASH

Check number 351011 Normal

Check date 07/10/2019 Amount 3,752.00

Status: Printed

Check Run M070919

Check Detail

Document	Invoice	Inv Date	PO	Contract	Voucher	Amount	Retainage
77058	PAYREQ1-510	07/09/2019		2190039	232722	3,752.00	.00

OVR

Accounts Payable Audits - Munis [CITY OF BAINBRIDGE ISLAND]

My File Edit Tools Help

Record information

Data key 1 351011

Data key 2 635-111100

Record type check

Changed

Date 07/10/2019 11:14

Time 14:18:58 Wed, Jul 10, 2019 at 2:18:58 PM

User cchristianson Carrie L. Christianson

Master file

Action Added

File apcheddh

Data modification

Field

Old value

New value

Miscellaneous

Comments:

Check 351011 in warrant M070919 for cash account 635-111100 was run through cash disbursement on 07/10/2019. Check is to vendor 8954 in the amount of \$3752.00.

1 of 2

OVR

US Bank - June 2019

cc 7/15/19

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CASH ACCOUNT: 635			111100		CASH				
CHECK NO	CHK DATE	TYPE VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC									
351012	07/15/2019	PRTD 7314 US BANK	232534	06/13/19-JB	06/25/2019	USB0619		653.93	
Invoice: 06/13/19-JB			653.93	54025212 532000	POL/PORT OF BROWNSVILLE/FUEL FOR M8 MARINE - FUEL				
			232535	06/06/19-CB	06/25/2019	USB0619		1,647.50	
Invoice: 06/06/19-CB			1,647.50	11011116 541100	CC/BIMA/COUNCIL RETREAT COUNCIL - PROF SERVICES				
			232536	06/10/19-CB	06/25/2019	USB0619		6.00	
Invoice: 06/10/19-CB			6.00	36011143 443410	EXCC/GOOD2GO/BRIDGE TOLL CLERK-GF-TRAINING				
			232537	06/11/19-CB	06/25/2019	USB0619		6.00	
Invoice: 06/11/19-CB			6.00	36011143 443410	EXCC/GOOD2GO/BRIDGE TOLL CLERK-GF-TRAINING				
			232539	06/12/19-CB	06/25/2019	USB0619		6.00	
Invoice: 06/12/19-CB			6.00	36011143 443410	EXCC/GOOD2GO/BRIDGE TOLL CLERK-GF-TRAINING				
			232540	06/13/19-CB	06/25/2019	USB0619		6.00	
Invoice: 06/13/19-CB			6.00	36011143 443410	EXCC/GOOD2GO/BRIDGE TOLL CLERK-GF-TRAINING				
			232541	06/21/19-CB	06/25/2019	USB0619		6.00	
Invoice: 06/21/19-CB			6.00	36011143 443410	EXCC/GOOD2GO/BRIDGE TOLL CLERK-GF-TRAINING				
			232542	06/12/19-CB-A	06/25/2019	USB0619		43.88	
Invoice: 06/12/19-CB-A			43.88	36011143 443410	EXCC/ONE-STOP/FUEL CLERK-GF-TRAINING				
			232543	06/21/19-CB-A	06/25/2019	USB0619		29.69	
Invoice: 06/21/19-CB-A			29.69	36011143 443410	EXCC/CHEVRON/FUEL CLERK-GF-TRAINING				
			232544	06/01/19-BB	06/25/2019	USB0619		12.00	
Invoice: 06/01/19-BB			12.00	55011757 541100	POL/WSP/BACKGROUND CHECK PD-HARBORMASTER-PROF SVCS				
			232545	06/08/19-BB	06/25/2019	USB0619		40.00	
Invoice: 06/08/19-BB			40.00	53011212 543100	POL/GOOD2GO/TRANSPONDER REPLENISH PATROL-TRAVEL/MEALS/LODGING				
			232546	06/15/19-BB	06/25/2019	USB0619		40.00	
Invoice: 06/15/19-BB			40.00	53011212 543100	POL/GOOD2GO/TRANSPONDER REPLENISH PATROL-TRAVEL/MEALS/LODGING				
			232547	06/21/19-BB	06/25/2019	USB0619		166.80	
Invoice: 06/21/19-BB			166.80	91011215 542500	POL/USPS/STAMPS GG-C/E-PD-POSTAGE				

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 06/21/19-BB-A	232548	06/21/19-BB-A	06/25/2019	USB0619	59.74
			POL/FOX ENVIRO/FUEL FILL BAFFLE M8		
	59.74	54025212 531100	MARINE - SUPPLIES		
Invoice: 05/29/19-KD	232550	05/29/19-KD	06/25/2019	USB0619	11.96
			EX/FACEBOOK/AD: BOATERS FAIR		
	11.96	31011572 542450	EX-GF-OUTREACH-ADV		
Invoice: 05/29/19-KE	232551	05/29/19-KE	06/25/2019	USB0619	26.14
			POL/PAWS&FINS/K9 TREATS		
	26.14	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 05/30/19-KE	232552	05/30/19-KE	06/25/2019	USB0619	16.34
			POL/PAWS&FINS/K9 TREATS		
	16.34	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 06/08/19-KE	232553	06/08/19-KE	06/25/2019	USB0619	6.38
			POL/ALBERSTONS/K9 TREATS		
	6.38	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 06/10/19-KE	232554	06/10/19-KE	06/25/2019	USB0619	22.98
			POL/ROAD ID/DOG TAG		
	22.98	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 06/11/19-KE	232555	06/11/19-KE	06/25/2019	USB0619	58.75
			POL/PETFLOW.COM/K9 FOOD		
	58.75	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 06/14/19-KE	232556	06/14/19-KE	06/25/2019	USB0619	105.00
			POL/FLUFFYRUFF/K9 GROOMING		
	105.00	53011212 54110000962	TRACKING CANINE-PROF SVCS		
Invoice: 06/14/19-KE-A	232557	06/14/19-KE-A	06/25/2019	USB0619	19.59
			POL/SAFEWAY/K9 TREATS		
	19.59	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 06/22/19-KE	232558	06/22/19-KE	06/25/2019	USB0619	16.34
			POL/PAWS&FINS/K9 TREATS		
	16.34	53011212 53110000962	TRACKING CANINE-SUPPLIES		
Invoice: 06/13/19-JF	232559	06/13/19-JF	06/25/2019	USB0619	55.00
			POL/TAXIS&TOURS/TRANSP TO BREMERTON		
	55.00	51011211 541100	PD-C/E-ADM-PROF SVCS		
Invoice: 06/06/19-JH	232560	06/06/19-JH	06/25/2019	USB0619	42.18
			POL/CLAIMJUMPER/DINNER: JH, TZ		
	42.18	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN		
Invoice: 06/06/19-JH-A	232561	06/06/19-JH-A	06/25/2019	USB0619	46.80
			POL/WSF/FERRY		
	46.80	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN		

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC					
232562	06/04/19-DJ	06/25/2019		USB0619	33.83
Invoice: 06/04/19-DJ					
33.83	53011212 532000	POL/GORST GAS MART/FUEL			
		PD-C/E-PATROL-FUEL			
232563	06/09/19-GK	06/25/2019		USB0619	413.12
Invoice: 06/09/19-GK					
413.12	53011212 531100	POL/SAFARILAND/HOLSTERS X2			
		PD-C/E-PATROL SUPPLIES			
232565	06/11/19-RL	06/25/2019		USB0619	58.83
Invoice: 06/11/19-RL					
58.83	31011131 531100	EX/THAT'S A SOME/DEPT LUNCH: CRT			
		EX-GF-SUPPLIES			
232566	06/16/19-RL	06/25/2019		USB0619	147.96
Invoice: 06/16/19-RL					
147.96	31011131 531100	EX/AMAZON/CHAIR			
		EX-GF-SUPPLIES			
232567	06/20/19-RL	06/25/2019		USB0619	79.39
Invoice: 06/20/19-RL					
79.39	31011131 531100	EX/MARKET PLACE/JUNE BDAYS			
		EX-GF-SUPPLIES			
232568	06/12/19-JL	06/25/2019		USB0619	10.00
Invoice: 06/12/19-JL					
10.00	52011212 543100	POL/IMPARK/PARKING			
		PD-INV-TRAVEL/MEALS/LODGING			
232569	06/18/19-JL	06/25/2019		USB0619	48.31
Invoice: 06/18/19-JL					
48.31	52011212 532000	POL/SHELL/FUEL			
		PD DET-C/E-FUEL			
232570	06/11/19-AL	06/25/2019		USB0619	310.38
Invoice: 06/11/19-AL					
310.38	31011256 531100	EX/AMAZON/E-SUPPLIES FOR STAFF			
		EX-GF-EMERG PREP-SUPPLIES			
232571	06/14/19-AL	06/25/2019		USB0619	436.00
Invoice: 06/14/19-AL					
436.00	31011256 443410	EX/AMERICAN AIR/IAEM CONF			
		EX-GF-EMERG PREP-TRAINING			
232572	06/19/19-AL	06/25/2019		USB0619	360.00
Invoice: 06/19/19-AL					
360.00	31011256 531100	EX/LOGOVENTURA/BIEMR PATCHES			
		EX-GF-EMERG PREP-SUPPLIES			
232573	05/28/19-CL	06/25/2019		USB0619	25.47
Invoice: 05/28/19-CL					
25.47	61011581 531100	PCD/AMAZON/SUPPLIES			
		PCD - C/E ADMIN SUPPLIES			
232574	05/19/19-CL	06/25/2019		USB0619	58.26
Invoice: 05/19/19-CL					
58.26	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICES			
		PCD-PLANNING-COMM OUTREACH			
232575	06/12/19-CL	06/25/2019		USB0619	1,887.84
Invoice: 06/12/19-CL					
1,887.84	61011581 542450	PCD/CLICK2MAIL/SMP POSTCARDS			
		PCD - ADM COMMUNIC COMNTY INFO			

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

				232577	06/13/19-CL	06/25/2019	USB0619	81.38
Invoice: 06/13/19-CL				81.38	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICES		
						PCD-PLANNING-COMM OUTREACH		
				232578	06/14/19-CL	06/25/2019	USB0619	46.10
Invoice: 06/14/19-CL				46.10	61011581 531100	PCD/AMAZON/PENS, POWER STRIP		
						PCD - C/E ADMIN SUPPLIES		
				232579	06/20/19-CL	06/25/2019	USB0619	165.66
Invoice: 06/20/19-CL				165.66	63470586 542450	PCD/CLICK2MAIL/LEGAL NOTICES		
						PCD-PLANNING-COMM OUTREACH		
				232580	05/29/19-DM	06/25/2019	USB0619	.10
Invoice: 05/29/19-DM				.10	01136 362900	PW/CITY DOCK/TEST TRANSACTION		
						DOCK USE & RELATED PARKING		
				232581	05/29/19-DM-A	06/25/2019	USB0619	.50
Invoice: 05/29/19-DM-A				.50	01136 362900	PW/CITY DOCK/TEST TRANSACTION		
						DOCK USE & RELATED PARKING		
				232582	05/29/19-DM-B	06/25/2019	USB0619	5.00
Invoice: 05/29/19-DM-B				5.00	01136 362900	PW/CITY DOCK/TEST TRANSACTION		
						DOCK USE & RELATED PARKING		
				232583	05/29/19-DM-C	06/25/2019	USB0619	8.00
Invoice: 05/29/19-DM-C				8.00	01136 362900	PW/CITY DOCK/TEST TRANSACTION		
						DOCK USE & RELATED PARKING		
				232584	05/29/19-DM-D	06/25/2019	USB0619	5.00
Invoice: 05/29/19-DM-D				5.00	01136 362900	PW/CITY DOCK/TEST TRANSACTION		
						DOCK USE & RELATED PARKING		
				232585	06/01/19-DM	06/25/2019	USB0619	465.00
Invoice: 06/01/19-DM				465.00	73111264 443410	PW/WSU/IMSA CONF: MB		
						O&M-STREET-TRAF CONTROL-TRAINI		
				232586	05/31/19-DM	06/25/2019	USB0619	101.46
Invoice: 05/31/19-DM				101.46	73638594 66400000977	PW/WA DOL/VEH 257 LIC		
						2019 LT DUTY PU-PU PURCH ALLOC		
				232664	06/01/19-SM	06/25/2019	USB0619	23.46
Invoice: 06/01/19-SM				23.46	21011125 443410	CRT/RIVER ROCK LOUNGE/DINNER: SM		
						COURT - TRAINING		
				232665	06/02/19-SM	06/25/2019	USB0619	23.46
Invoice: 06/02/19-SM				23.46	21011125 443410	CRT/RIVER ROCK LOUNGE/LUNCH: SM		
						COURT - TRAINING		
				232666	06/04/19-SM	06/25/2019	USB0619	24.46
Invoice: 06/04/19-SM				24.46	21011125 443410	CRT/RIVER ROCK LOUNGE/DINNER: SM		
						COURT - TRAINING		

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
				232667	06/01/19-EP	06/25/2019		USB0619	3.53
Invoice: 06/01/19-EP				3.53	52011212 531100	POL/LOWE'S/ERROR: PERSONAL (CREDIT EXPECTED) POLICE - C/E INVEST SUPPLIES			
				232668	06/06/19-EP	06/25/2019		USB0619	33.77
Invoice: 06/06/19-EP				33.77	52011212 531100	POL/STAPLES/DIVIDERS POLICE - C/E INVEST SUPPLIES			
				232669	06/17/19-EP	06/25/2019		USB0619	1,210.03
Invoice: 06/17/19-EP				1,210.03	52011212 543100	POL/TRAVELOCITY/FLIGHT: EP PD-INV-TRAVEL/MEALS/LODGING			
				232670	06/16/19-EP	06/25/2019		USB0619	24.00
Invoice: 06/16/19-EP				24.00	52011212 543100	POL/UNITED/SEAT UPGRADE PD-INV-TRAVEL/MEALS/LODGING			
				232671	06/16/19-EP-A	06/25/2019		USB0619	19.00
Invoice: 06/16/19-EP-A				19.00	52011212 543100	POL/UNITED/SEAT UPGRADE PD-INV-TRAVEL/MEALS/LODGING			
				232673	06/16/19-EP-B	06/25/2019		USB0619	29.00
Invoice: 06/16/19-EP-B				29.00	52011212 543100	POL/UNITED/SEAT UPGRADE PD-INV-TRAVEL/MEALS/LODGING			
				232674	06/17/19-EP-A	06/25/2019		USB0619	19.24
Invoice: 06/17/19-EP-A				19.24	52011212 543100	POL/CHEVRON/FUEL PD-INV-TRAVEL/MEALS/LODGING			
				232675	06/17/19-EP-B	06/25/2019		USB0619	15.31
Invoice: 06/17/19-EP-B				15.31	52011212 543100	POL/COFFEE BEAN/SNACKS PD-INV-TRAVEL/MEALS/LODGING			
				232676	06/18/19-EP	06/25/2019		USB0619	6.00
Invoice: 06/18/19-EP				6.00	52011212 543100	POL/DUNKIN DONUTS/BREAKFAST: EP PD-INV-TRAVEL/MEALS/LODGING			
				232677	06/18/19-EP-A	06/25/2019		USB0619	23.42
Invoice: 06/18/19-EP-A				23.42	52011212 543100	POL/LA CABRA CANTINA/LUNCH: EP PD-INV-TRAVEL/MEALS/LODGING			
				232678	06/19/19-EP	06/25/2019		USB0619	240.00
Invoice: 06/19/19-EP				240.00	52011212 543100	POL/HOLIDAY INN/LODGING: EP PD-INV-TRAVEL/MEALS/LODGING			
				232679	06/17/19-EP-C	06/25/2019		USB0619	59.00
Invoice: 06/17/19-EP-C				59.00	52011212 543100	POL/UNITED/SEAT UPGRADE PD-INV-TRAVEL/MEALS/LODGING			
				232680	06/19/19-EP-A	06/25/2019		USB0619	332.12
Invoice: 06/19/19-EP-A				332.12	52011212 543100	POL/HERTZ/RENTAL CAR PD-INV-TRAVEL/MEALS/LODGING			

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 06/19/19-EP-B				232681	06/19/19-EP-B	06/25/2019	USB0619		80.00
				80.00	52011212 543100	POL/PORT OF SEATTLE/PARKING			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/18/19-EP-B				232682	06/18/19-EP-B	06/25/2019	USB0619		21.28
				21.28	52011212 543100	POL/DOUBLETREE/DINNER: EP			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/20/19-EP				232683	06/20/19-EP	06/25/2019	USB0619		-19.00
				-19.00	52011212 543100	POL/UNITED/SEAT UPGRADE REFUND			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/20/19-EP-A				232684	06/20/19-EP-A	06/25/2019	USB0619		-29.00
				-29.00	52011212 543100	POL/UNITED/SEAT UPGRADE REFUND			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/19/19-EP-C				232685	06/19/19-EP-C	06/25/2019	USB0619		14.29
				14.29	52011212 543100	POL/ETAI'S/DINNER: EP			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/19/19-EP-D				232686	06/19/19-EP-D	06/25/2019	USB0619		30.86
				30.86	52011212 543100	POL/EXXON/FUEL			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/19/19-EP-E				232687	06/19/19-EP-E	06/25/2019	USB0619		13.61
				13.61	52011212 543100	POL/EXXON/FUEL			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/19/19-EP-F				232688	06/19/19-EP-F	06/25/2019	USB0619		17.58
				17.58	52011212 543100	POL/DOUBLETREE/BREAKFAST: EP			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 06/20/19-EP-B				232689	06/20/19-EP-B	06/25/2019	USB0619		56.19
				56.19	52011212 543100	POL/SHELL/FUEL			
						PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 05/30/19-JR				232690	05/30/19-JR	06/25/2019	USB0619		55.98
				55.98	62471591 531100	PCD/SAFEWAY/BLDG SAFETY MNTH CAKES			
						BLDG - BLDG OFFICE SUPPLIES			
Invoice: 06/05/19-JR				232691	06/05/19-JR	06/25/2019	USB0619		69.00
				69.00	62471594 443410	PCD/ICC/BOOKS: JL			
						BLDG - BLDG TRAINING TRAVEL			
Invoice: 06/06/19-JR				232692	06/06/19-JR	06/25/2019	USB0619		23.55
				23.55	63470588 531100	PCD/T&C/REFRESHMENTS			
						CUR - DEV DEV PLAN OFC SUPPLY			
Invoice: 06/01/19-JR				232693	06/01/19-JR	06/25/2019	USB0619		900.00
				900.00	61470581 545000	PCD/STORAGE 98110/STORAGE UNIT			
						PCD - DEV ADMIN RENTS & LEASES			

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC					
232694	06/17/19-JR	06/25/2019	USB0619		14.16
Invoice: 06/17/19-JR					
14.16	61011581 531100	PCD/AMAZON/CERT TROPHIES			
		PCD - C/E ADMIN SUPPLIES			
232695	06/17/19-JR-A	06/25/2019	USB0619		6.76
Invoice: 06/17/19-JR-A					
6.76	63470588 531100	PCD/DANA'S SHOWCASE/THANK YOU CARDS			
		CUR - DEV DEV PLAN OFC SUPPLY			
232696	06/21/19-JR	06/25/2019	USB0619		35.00
Invoice: 06/21/19-JR					
35.00	63011586 443410	PCD/MRSC/COMM WEBINAR: AH			
		CUR - C/E TRAINING TRAVEL			
232697	06/04/19-BS	06/25/2019	USB0619		34.54
Invoice: 06/04/19-BS					
34.54	55011757 531100	POL/FULL SOURCE/DOCK HOST VESTSX6			
		PD-HARBORMASTER-SUPPLIES			
232698	06/19/19-CS	06/25/2019	USB0619		225.77
Invoice: 06/19/19-CS					
225.77	51011211 53110000649	POL/B.O.T.C./NNO BANNERS X5			
		NAT'L NIGHT OUT-SUPPLIES			
232699	06/23/19-CS	06/25/2019	USB0619		666.09
Invoice: 06/23/19-CS					
666.09	51011211 53110000649	POL/NATW/NNO TABLE COVERS, GIVEAWAYS			
		NAT'L NIGHT OUT-SUPPLIES			
232700	06/12/19-JS	06/25/2019	USB0619		17.00
Invoice: 06/12/19-JS					
17.00	61011581 543100	PCD/WSF/FERRY: JS, CC			
		PCD - C/E ADMIN TRAVEL EXPENSE			
232701	06/12/19-JS-A	06/25/2019	USB0619		10.00
Invoice: 06/12/19-JS-A					
10.00	61011581 543100	PCD/SOUND TRANSIT/LIGHT RAIL			
		PCD - C/E ADMIN TRAVEL EXPENSE			
232702	06/04/19-SW	06/25/2019	USB0619		8.70
Invoice: 06/04/19-SW					
8.70	51011211 541100	POL/ACE/ARMORY KEYS X2			
		PD-C/E-ADM-PROF SVCS			
232703	06/07/19-HW	06/25/2019	USB0619		23.00
Invoice: 06/07/19-HW					
23.00	61011581 543100	PCD/YACHT CLUB/DIRECTORS LUNCH			
		PCD - C/E ADMIN TRAVEL EXPENSE			
232704	06/10/19-TZ	06/25/2019	USB0619		245.22
Invoice: 06/10/19-TZ					
245.22	53011212 520000	POL/AMAZON/CARGO PANTS			
		POLICE - C/E PATROL BENEFITS			
232705	06/19/19-TZ	06/25/2019	USB0619		315.00
Invoice: 06/19/19-TZ					
315.00	53011212 443410	POL/FBINAA/2019 ACADEMY REG			
		POLICE - C/E PATROL TRAINING			
232706	06/13/19-TD	06/25/2019	USB0619		586.13
Invoice: 06/13/19-TD					
586.13	21011125 549100	CRT/KITSAP SUN/SUBX RENEWAL			
		COURT-DUES/SUBSCR/MEMBERSHIPS			

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 06/12/19-TD				232707	06/12/19-TD	06/25/2019	USB0619		39.29
				39.29	21011125 531100	CRT/CRYSTAL SPRINGS/WATER DELIVERY			
						COURT - SUPPLIES			
Invoice: 06/05/19-KB				232708	06/05/19-KB	06/25/2019	USB0619		19.15
				19.15	33011164 443410	HR/WSF/FERRY			
						HR-C/E-TRAINING EXP			
Invoice: 06/05/19-KB-A				232709	06/05/19-KB-A	06/25/2019	USB0619		19.15
				19.15	33011164 443410	HR/WSF/FERRY			
						HR-C/E-TRAINING EXP			
Invoice: 06/10/19-KB				232710	06/10/19-KB	06/25/2019	USB0619		8.71
				8.71	33011161 531100	HR/UPS/SHIPPING			
						HR-C/E-SUPPLIES			
Invoice: 06/21/19-KB				232711	06/21/19-KB	06/25/2019	USB0619		45.00
				45.00	33011161 544000	HR/CRAIGSLIST/AD: ARBORIST			
						HR-C/E-ADVERTISING			
Invoice: 05/22/19-SM				232712	05/22/19-SM	06/25/2019	USB0619		740.84
				740.84	81011881 535500	IT/AMAZON/MONITORS X4, DOCK, ADAPTERS			
						IT - C/E COMPUTER PARTS & EQ			
Invoice: 05/28/19-SM				232713	05/28/19-SM	06/25/2019	USB0619		425.19
				425.19	81011881 535500	IT/AMAZON/VIDEO CONF EQUIP			
						IT - C/E COMPUTER PARTS & EQ			
Invoice: 06/01/19-SM-A				232714	06/01/19-SM-A	06/25/2019	USB0619		27.25
				27.25	81011881 548500	IT/ACUITY/CALENDAR SCHEDULING PCD			
						IT - C/E COMPUTER SUPPORT			
Invoice: 06/05/19-SM				232715	06/05/19-SM	06/25/2019	USB0619		261.47
				261.47	81011881 535100	IT/ADOBE/PLANNING 1YR SUBX			
						IT - C/E COMPUTER SOFTWARE			
Invoice: 06/18/19-SM				232716	06/18/19-SM	06/25/2019	USB0619		20.72
				20.72	81011881 548500	IT/ACUITY/CALENDAR SCHEDULING			
						IT - C/E COMPUTER SUPPORT			
Invoice: 06/19/19-SM				232717	06/19/19-SM	06/25/2019	USB0619		132.00
				132.00	81011881 535500	IT/TECHPARTZ/SERVER HARD DRIVE			
						IT - C/E COMPUTER PARTS & EQ			
Invoice: 06/21/19-SM				232718	06/21/19-SM	06/25/2019	USB0619		1,088.91
				1,088.91	81011881 535500	IT/RAKUTEN/LAPTOP			
						IT - C/E COMPUTER PARTS & EQ			
Invoice: 06/21/19-SM-A				232719	06/21/19-SM-A	06/25/2019	USB0619		166.48
				166.48	81011881 535500	IT/AMAZON/LAPTOP CASE, DOCK			
						IT - C/E COMPUTER PARTS & EQ			

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

INVOICE DTL DESC									
Invoice: 06/21/19-SM-B		232720	06/21/19-SM-B	06/25/2019	USB0619	499.00			
				IT/MICROSOFT/SERVER PATCH TROUBLSHOOT					
		499.00	81011881 535500	IT - C/E COMPUTER PARTS & EQ					
Invoice: 06/10/19-KG		232857	06/10/19-KG	06/25/2019	USB0619	59.90			
				ENG/AMAZON/BOOK: SUSTAIN TRANSP					
		59.90	72111431 531100	ENG - ACCESS MGMT SUPPLIES					
Invoice: 06/13/19-KG		232858	06/13/19-KG	06/25/2019	USB0619	144.90			
				ENG/LWT/FLAG CLASS: ENG INTERNS					
		144.90	72011324 443410	ENG - C/E - TRAINING					
Invoice: 06/18/19-KG		232859	06/18/19-KG	06/25/2019	USB0619	111.00			
				ENG/ENVIROCERT/CESSWI CERT: SC					
		111.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS					
Invoice: 06/20/19-KG		232860	06/20/19-KG	06/25/2019	USB0619	23.72			
				ENG/ACE/NPDES SUPPLIES					
		23.72	72431832 531100	ENG - SSWM PLAN SUPPLIES					
Invoice: 06/06/19-CK		232861	06/06/19-CK	06/25/2019	USB0619	82.53			
				PW/AMAZON/CLIPBOARDS					
		82.53	73637891 531100	OFFICE SUPPLIES					
Invoice: 06/08/19-CK		232862	06/08/19-CK	06/25/2019	USB0619	330.18			
				PW/GRANT HOTEL/IMSA LODGING: MB					
		330.18	73111264 443410	O&M-STREET-TRAF CONTROL-TRAINI					
Invoice: 06/14/19-CK		232863	06/14/19-CK	06/25/2019	USB0619	16.34			
				PW/ADOBE/PRO SUBX					
		16.34	73411345 549100	DUES/SUBSCRIPTIONS					
Invoice: 06/17/19-CK		232864	06/17/19-CK	06/25/2019	USB0619	47.92			
				PW/AMAZON/EAR PROTECTORS					
		47.92	73637891 531100	OFFICE SUPPLIES					
					CHECK	351012	TOTAL:	17,715.75	
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***			17,715.75
					COUNT	AMOUNT			
					-----	-----			
TOTAL PRINTED CHECKS					1	17,715.75			
					*** GRAND TOTAL ***			17,715.75	

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 7 197									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		15,228.11	
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			17,715.75
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		1,360.59	
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000						STREETS - ACCOUNTS PAYABLE		855.08	
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		231.91	
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		23.72	
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		16.34	
	07/15/2019	USB0619	USBANK			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								17,715.75	17,715.75
APP 631-130000						DUE TO/FROM CLEARING		17,483.84	
	07/15/2019	USB0619	USBANK						
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			15,228.11
	07/15/2019	USB0619	USBANK						
APP 407-130000						DUE TO/FROM CLEARING			1,360.59
	07/15/2019	USB0619	USBANK						
APP 101-130000						STREETS - DUE TO/FROM CLEARING			855.08
	07/15/2019	USB0619	USBANK						
APP 403-130000						DUE TO/FROM CLEARING			23.72
	07/15/2019	USB0619	USBANK						
APP 401-130000						DUE TO/FROM CLEARING			16.34
	07/15/2019	USB0619	USBANK						
SYSTEM GENERATED ENTRIES TOTAL								17,483.84	17,483.84
JOURNAL 2019/07/197 TOTAL								35,199.59	35,199.59

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 7	197	07/15/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		15,228.11
001-213000			GENERAL - ACCOUNTS PAYABLE	15,228.11	
			FUND TOTAL	15,228.11	15,228.11
101 STREET FUND	2019 7	197	07/15/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		855.08
101-213000			STREETS - ACCOUNTS PAYABLE	855.08	
			FUND TOTAL	855.08	855.08
401 WATER OPERATING FUND	2019 7	197	07/15/2019		
401-130000			DUE TO/FROM CLEARING		16.34
401-213000			ACCOUNTS PAYABLE	16.34	
			FUND TOTAL	16.34	16.34
403 STORM & SURFACE WATER FUND	2019 7	197	07/15/2019		
403-130000			DUE TO/FROM CLEARING		23.72
403-213000			ACCOUNTS PAYABLE	23.72	
			FUND TOTAL	23.72	23.72
407 BUILDING & DEVELOPMENT FUND	2019 7	197	07/15/2019		
407-130000			DUE TO/FROM CLEARING		1,360.59
407-213000			ACCOUNTS PAYABLE	1,360.59	
			FUND TOTAL	1,360.59	1,360.59
631 CLEARING FUND	2019 7	197	07/15/2019		
631-130000			DUE TO/FROM CLEARING	17,483.84	
631-213000			ACCOUNTS PAYABLE	231.91	
635-111100			CASH		17,715.75
			FUND TOTAL	17,715.75	17,715.75

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		15,228.11
101 STREET FUND		855.08
401 WATER OPERATING FUND		16.34
403 STORM & SURFACE WATER FUND		23.72
407 BUILDING & DEVELOPMENT FUND		1,360.59
631 CLEARING FUND	17,483.84	
TOTAL	17,483.84	17,483.84

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

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

INVOICE DTL DESC

351013 07/17/2019 PRD 1565 PITNEY BOWES INC 232979 30148167 07/16/2019 M071619 5,000.00
Invoice: 30148167
5,000.00 91011189 542500 POSTAGE METER REFILL
GG-C/E-CITY HALL-POSTAGE
CHECK 351013 TOTAL: 5,000.00

351014 07/17/2019 PRD 1485 VERIZON WIRELESS 232980 9833257299 07/01/2019 M071619 5,529.45
Invoice: 9833257299
5,529.45 91011189 542100 CITYWIDE CELL PHN SVCS
GG-C/E-CITY HALL-PHONE
CHECK 351014 TOTAL: 5,529.45

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 10,529.45

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	10,529.45

*** GRAND TOTAL *** 10,529.45

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 7 243									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		10,529.45	
	07/17/2019	M071619	071719			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			10,529.45
	07/17/2019	M071619	071719			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								10,529.45	10,529.45
APP 631-130000						DUE TO/FROM CLEARING		10,529.45	
	07/17/2019	M071619	071719						
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			10,529.45
	07/17/2019	M071619	071719						
SYSTEM GENERATED ENTRIES TOTAL								10,529.45	10,529.45
JOURNAL 2019/07/243 TOTAL								21,058.90	21,058.90

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 7	243	07/17/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		10,529.45
001-213000				GENERAL - ACCOUNTS PAYABLE	10,529.45	
				FUND TOTAL	10,529.45	10,529.45
631 CLEARING FUND	2019 7	243	07/17/2019			
631-130000				DUE TO/FROM CLEARING	10,529.45	
635-111100				CASH		10,529.45
				FUND TOTAL	10,529.45	10,529.45

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			10,529.45
631 CLEARING FUND		10,529.45	
	TOTAL	10,529.45	10,529.45

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

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CASH ACCOUNT: 635			111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN			NET	
INVOICE DTL DESC												
351015	07/24/2019	PRTD	5 ACE HARDWARE	232735	44182/1	07/01/2019		07/21/19			21.87	
Invoice: 44182/1						PW/IRRIGATION SUPPLIES						
				21.87	73111427 531100	OFFICE SUPPLIES						
				232736	44181/1	07/01/2019		07/21/19			51.74	
Invoice: 44181/1						PW/IRRIGATION SUPPLIES						
				51.74	73111427 531100	OFFICE SUPPLIES						
				232737	44172/1	06/29/2019		07/21/19			8.71	
Invoice: 44172/1						PW/COUPLE HOSE						
				8.71	73011189 531100	O&M - C/E FACIL OFC SUPPLIES						
				232738	44165/1	06/28/2019		07/21/19			4.85	
Invoice: 44165/1						PW/FASTENERS						
				4.85	73111427 531100	OFFICE SUPPLIES						
				232739	44146/1	06/26/2019		07/21/19			71.85	
Invoice: 44146/1						PW/DRILL BITS						
				71.85	73425358 531100	O&M-WWTP-SUPPLIES						
				232870	44240/1	07/09/2019		07/21/19			38.14	
Invoice: 44240/1						PW/TIE DOWN						
				38.14	73425358 531100	O&M-WWTP-SUPPLIES						
							CHECK	351015 TOTAL:			197.16	
351016	07/24/2019	PRTD	8057 AD PLANET, INC	232871	14860	07/02/2019		07/21/19			5,917.78	
Invoice: 14860						EX/COBI VESTS						
				5,917.78	31011131 531100	EX-GF-SUPPLIES						
							CHECK	351016 TOTAL:			5,917.78	
351017	07/24/2019	PRTD	7726 AIR MANAGEMENT SOLUT	232872	0001128979	06/30/2019		07/21/19			615.86	
Invoice: 0001128979						PW/HVAC REPAIR						
				615.86	73011183 54810000707	CH HVAC-REPAIRS						
				232873	0001128983	06/30/2019		07/21/19			850.74	
Invoice: 0001128983						PW/HVAC REPAIR						
				850.74	73011183 54810000707	CH HVAC-REPAIRS						
				232874	0001128857	06/30/2019		07/21/19			567.81	
Invoice: 0001128857						PW/HVAC REPAIR						
				567.81	73425358 54810000707	WWTP HVAC-REPAIRS						
				232875	0001128901	06/26/2019		07/21/19			568.08	
Invoice: 0001128901						PW/HVAC REPAIR						
				568.08	73011183 54810000707	CH HVAC-REPAIRS						
				232876	0001128716	05/31/2019		07/21/19			395.12	
Invoice: 0001128716						PW/HVAC REPAIR						

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

				395.12	73011183	54810000707	CH HVAC-REPAIRS		
Invoice: 0001128344				232877	0001128344		PW/HVAC REPAIR	05/31/2019	07/21/19 321.56
				321.56	73011183	54810000707	CH HVAC-REPAIRS		
Invoice: 0001128358				232878	0001128358		PW/SS HVAC REPAIR	04/27/2019	07/21/19 663.16
				663.16	73011755	54810000707	COMMONS HVAC-REPAIRS		
Invoice: 0001128317				232879	0001128317		PW/HVAC REPAIR	04/27/2019	07/21/19 321.56
				321.56	73011183	54810000707	CH HVAC-REPAIRS		
Invoice: 0001128318				232880	0001128318		PW/HVAC REPAIR	04/27/2019	07/21/19 321.56
				321.56	73011183	54810000707	CH HVAC-REPAIRS		
							CHECK	351017 TOTAL:	4,625.45
351018 07/24/2019 PRD	863	INTERSTATE BATTERIES	232740	22058249			PW, POL/BATTERIES	06/27/2019	07/21/19 653.84
Invoice: 22058249				139.47	53011212	531100	PD-C/E-PATROL SUPPLIES		
				514.37	73431835	531100	OFFICE SUPPLIES		
							CHECK	351018 TOTAL:	653.84
351019 07/24/2019 PRD	7994	PENINSULA SERVICES	232881	90093			CRT/MOBILE SHREDDING	06/30/2019	07/21/19 32.00
Invoice: 90093				32.00	21011125	541100	COURT - PROFESSIONAL SERVICES		
Invoice: 90094				232882	90094		POL/MOBILE SHREDDING	06/30/2019	07/21/19 64.00
				64.00	51011211	541100	PD-C/E-ADM-PROF SVCS		
							CHECK	351019 TOTAL:	96.00
351020 07/24/2019 PRD	5079	ALLCOUNTY OPERATIONS	232884	24980			6/28 PUMP AND CLEAN OUT SEPTIC TANK	07/03/2019 21900029	07/21/19 534.10
Invoice: 24980				534.10	73011319	54810000827	FARM MAINT PROJECTS TBD		
Invoice: 25031				232887	25031		6/20 PUMP AND CLEAN OUT SEPTIC TANK	07/10/2019 21900029	07/21/19 1,308.00
				1,308.00	73011319	54810000827	FARM MAINT PROJECTS TBD		
Invoice: 24979				232888	24979		6/28 PUMP AND CLEAN OUT SEPTIC TANK	07/03/2019 21900029	07/21/19 452.35
				452.35	73011319	54810000827	FARM MAINT PROJECTS TBD		

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CASH ACCOUNT: 635 111100 CASH

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

CHECK	351020 TOTAL:	2,294.45
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351021	07/24/2019	PRTD	8014 ALSTON, COURTNAGE &	232741	119368	06/30/2019		07/21/19	120.00
Invoice: 119368						ENG/PROF SVCS: HARRISON PROPERTY			

120.00 72311942 64110000724 PD/COURT BLDG-PROF SVCS/DESIGN

CHECK	351021 TOTAL:	120.00
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351022	07/24/2019	PRTD	7166 AMERICAN MESSAGING	232742	W4104492TG	07/01/2019		07/21/19	93.97
Invoice: W4104492TG						PW/MESSAGING SVC JUL 19			

93.97 73637891 542100 O&M - ALLOC FACIL TELEPHONE

CHECK	351022 TOTAL:	93.97
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351023	07/24/2019	PRTD	4710 ASSOCIATED PETROLEU	232743	1454110-IN	06/25/2019		07/21/19	750.62
Invoice: 1454110-IN						PW/292 GAL UNLEADED			

750.62 73638932 532000 O&M-FUEL ALLOC TO OTH DEPTS

232744	1454109-IN	06/25/2019		07/21/19	372.88
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Invoice: 1454109-IN

372.88 73638893 532000 PW/115 GAL DIESEL
O&M-FUEL USE-ALLOCATION

232745	1447321-IN	06/20/2019		07/21/19	692.85
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Invoice: 1447321-IN

692.85 73638932 532000 PW/250 GAL UNLEADED
O&M-FUEL ALLOC TO OTH DEPTS

232746	1447200-IN	06/18/2019		07/21/19	676.81
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Invoice: 1447200-IN

676.81 73638932 532000 PW/281 GAL UNLEADED
O&M-FUEL ALLOC TO OTH DEPTS

232747	1447199-IN	06/18/2019		07/21/19	536.08
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Invoice: 1447199-IN

536.08 73638893 532000 PW/195 GAL DIESEL
O&M-FUEL USE-ALLOCATION

232748	1445507-IN	06/13/2019		07/21/19	733.94
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Invoice: 1445507-IN

733.94 73638932 532000 PW/300 GAL UNLEADED
O&M-FUEL ALLOC TO OTH DEPTS

232749	1445506-IN	06/13/2019		07/21/19	518.02
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Invoice: 1445506-IN

518.02 73638893 532000 PW/190 GAL DIESEL
O&M-FUEL USE-ALLOCATION

232750	1445244-IN	06/11/2019		07/21/19	806.76
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Invoice: 1445244-IN

806.76 73638932 532000 PW/325 GAL UNLEADED
O&M-FUEL ALLOC TO OTH DEPTS

232751	1445243-IN	06/11/2019		07/21/19	606.02
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Invoice: 1445243-IN

606.02 73638893 532000 PW/226 GAL DIESEL
O&M-FUEL USE-ALLOCATION

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

CHECK 351023 TOTAL:									5,693.98
351024	07/24/2019	PRTD	9228 AQUA TECH	232939	06182019	06/18/2019		07/21/19	752.10
Invoice: 06182019						PW/ROCKAWAY PUMP STN REPAIR			
				752.10	73426355 548100	O&M-SIS-REPAIRS			
				232940	AT16212019	06/21/2019		07/21/19	611.47
Invoice: AT16212019						PW/ROCKAWAY PUMP STN REPAIR			
				611.47	73426355 548100	O&M-SIS-REPAIRS			
CHECK 351024 TOTAL:									1,363.57
351025	07/24/2019	PRTD	7821 AUS WEST LOCKBOX	232753	1991304891	06/27/2019		07/21/19	53.99
Invoice: 1991304891						PW/LAUNDRY SVC			
				53.99	73638893 589310	LAUNDRY SERVICES			
				232889	1991314846	07/04/2019		07/21/19	53.99
Invoice: 1991314846						PW/LAUNDRY SERVICE			
				53.99	73638893 589310	LAUNDRY SERVICES			
CHECK 351025 TOTAL:									107.98
351026	07/24/2019	PRTD	2138 ASPECT CONSULTING LL	232941	33541	06/17/2019	21700132	07/21/19	484.00
Invoice: 33541						EVALUATE WATER RIGHTS			
				484.00	73411345 54110000868	WATER RIGHTS-PROF SVCS			
				232965	33807	07/12/2019		07/21/19	906.00
Invoice: 33807						ENG/CLUB RD BULKHEAD GEOTECH SVCS			
				906.00	72111425 54400000781	CO CLUB RD BULKHEAD R&M-ADV			
CHECK 351026 TOTAL:									1,390.00
351027	07/24/2019	PRTD	1235 AT&T ONENET SERVICE	232890	1270333384	07/01/2019		07/21/19	.66
Invoice: 1270333384						PCD/FAX LONG DIST JUL 19			
				.66	91011189 542100	GG-C/E-CITY HALL-PHONE			
				232891	1270325419	07/01/2019		07/21/19	27.58
Invoice: 1270325419						FIN/FAX LONG DIST JUL 19			
				27.58	91011189 542100	GG-C/E-CITY HALL-PHONE			
CHECK 351027 TOTAL:									28.24
351028	07/24/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	232754	BAIN1906028	06/28/2019		07/21/19	323.95
Invoice: BAIN1906028						FIN/REMIT JUN 19: B&O			
				323.95	41011141 541100	FIN - C/E ADMIN PROF SERVICES			

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

				232827	109516	07/01/2019	07/21/19	777.24
Invoice: 109516						FIN/STATEMENT PREP AND MAIL		
				160.92	43411341 541100	FIN - WATER ADMIN PROF SERVICE		
				160.92	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		
				227.70	91411891 542500	GG-WTR-FAC-POSTAGE		
				227.70	91421891 542500	GG-SWR-FAC-POSTAGE		
				232892	BAIN1901028	01/31/2019	07/21/19	828.84
Invoice: BAIN1901028						FIN/REMIT JAN 19: B&O		
				828.84	41011141 541100	FIN - C/E ADMIN PROF SERVICES		
						CHECK	351028 TOTAL:	1,930.03
351029 07/24/2019 PRTD	47 BAINBRIDGE DISPOSAL	232755	0000877719			06/30/2019	07/21/19	347.39
Invoice: 0000877719						C.H. DISP SVC JUN 19		
				347.39	91011189 547900	GG-C/E-CITY HALL-GARBAGE		
				232756	0000877778	06/30/2019	07/21/19	56.07
Invoice: 0000877778						BIG BELLY DISP SVCS JUN 19		
				56.07	91011189 547903	BIG BELLY SOLAR GARBAGE CANS		
				232757	0000877518	06/30/2019	07/21/19	2,599.57
Invoice: 0000877518						JUN 19 CITYWIDE DISP SVCS		
				143.25	91011215 547900	GG-C/E-PD-GARBAGE		
				446.20	91011768 547900	GG-C/E-PARKS-GARBAGE		
				332.83	91425358 547900	GG-WWTP-GARBAGE (NOT BIOSOLIDS)		
				1,108.29	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE		
				569.00	73011317 54790000285	HOUSEHOLD HAZ WASTE CLEAN UP		
				232894	0000877481	06/30/2019	07/21/19	261.44
Invoice: 0000877481						SS DISPOSAL SVCS JUN 19		
				261.44	91011755 547900	GG-C/E-COMMONS-GARBAGE		
						CHECK	351029 TOTAL:	3,264.47
351030 07/24/2019 PRTD	54 BAINBRIDGE RENTAL IN	232758	CON#50845			06/28/2019	07/21/19	299.48
Invoice: CON#50845						PW/KIT BLADES		
				299.48	73431835 531100	OFFICE SUPPLIES		
				232759	CON#51051	07/02/2019	07/21/19	135.51
Invoice: CON#51051						PW/OIL		
				135.51	73431835 531100	OFFICE SUPPLIES		
						CHECK	351030 TOTAL:	434.99
351031 07/24/2019 PRTD	55 SOUND PUBLISHING, IN	232767	7929055-2380427			06/30/2019	07/21/19	140.00
Invoice: 7929055-2380427						PCD/PPM: PLN51425		
				140.00	63470586 544000	CUR-DEV-ZONING-ADV		

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

				232768	7929055-2384595	06/30/2019	07/21/19	140.00
Invoice: 7929055-2384595						PCD/PPM: PLN51487		
				140.00	63470586 544000	CUR-DEV-ZONING-ADV		
				232769	7929055-2384600	06/30/2019	07/21/19	140.00
Invoice: 7929055-2384600						PCD/NFM: PLN51288		
				140.00	63470586 544000	CUR-DEV-ZONING-ADV		
						CHECK	351031 TOTAL:	420.00
351032 07/24/2019 PRTD	55 SOUND PUBLISHING, IN	232760	BIR862744			06/28/2019	07/21/19	50.76
Invoice: BIR862744						CC/ORD 2019-13		
				50.76	11011113 544000	COUNCIL - LEGAL NOTICES		
				232761	BIR862743	06/28/2019	07/21/19	61.36
Invoice: BIR862743						CC/ORD 2019-17		
				61.36	11011113 544000	COUNCIL - LEGAL NOTICES		
						CHECK	351032 TOTAL:	112.12
351033 07/24/2019 PRTD	55 SOUND PUBLISHING, IN	232762	7929274			06/30/2019	07/21/19	42.15
Invoice: 7929274						HR/JOB AD: ARBORIST		
				42.15	33011161 544000	HR-C/E-ADVERTISING		
						CHECK	351033 TOTAL:	42.15
351034 07/24/2019 PRTD	55 SOUND PUBLISHING, IN	232828	7922815-2372290			05/31/2019	07/21/19	74.00
Invoice: 7922815-2372290						POL/FOUND PROPERTY		
				74.00	51011191 544000	PD-C/E-PROP RM-ADVERTISING		
				232830	7922815-2373467	05/31/2019	07/21/19	18.50
Invoice: 7922815-2373467						POL/FOUND PROPERTY		
				18.50	51011191 544000	PD-C/E-PROP RM-ADVERTISING		
				232831	7929077-2386882	06/30/2019	07/21/19	74.00
Invoice: 7929077-2386882						POL/FOUND PROPERTY		
				74.00	51011191 544000	PD-C/E-PROP RM-ADVERTISING		
				232833	7929077-2386865	06/30/2019	07/21/19	138.83
Invoice: 7929077-2386865						POL/NOI: BLUE HERON		
				138.83	55011757 54400000159	PD-DERELICT VES-ADVERTISING		
						CHECK	351034 TOTAL:	305.33
351035 07/24/2019 PRTD	8883 WARREN JAMES CARLSON	232834	08/06/19			07/09/2019	07/21/19	225.00
Invoice: 08/06/19						POL/NNO: 3 HRS, AUG 6		
				225.00	51011211 54110000649	NAT'L NIGHT OUT-PROF SVCS		

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CASH ACCOUNT: 635 111100 CASH

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

CHECK 351035 TOTAL: 225.00

351036	07/24/2019	PRTD	8939 BATTLE POINT ASTRONO	232893	6	07/06/2019		07/21/19	3,404.05
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Invoice: 6

Q2 2019 CULTURAL FUNDING: ARTISAN ASTR

3,404.05 31011732 54110000297 EX-GF-CULTURAL ARTS & SCIENCES

CHECK 351036 TOTAL: 3,404.05

351037	07/24/2019	PRTD	45 BAINBRIDGE ISLAND CH	232764	Q2-2019	07/08/2019		07/21/19	20,795.09
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Invoice: Q2-2019

Q2 2019 LTAC - MARKETING, SPECIA

20,795.09 91140573 541100 GG-TOUR-PROF SERVICES

CHECK 351037 TOTAL: 20,795.09

351038	07/24/2019	PRTD	2476 BISSC	232765	Q2-2019	07/05/2019		07/21/19	11,250.00
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Invoice: Q2-2019

Q2 2019 COMMUNITY SERVICES FUN

11,250.00 31017690 54110000297 SEN CENTER-OPER SUPPORT

CHECK 351038 TOTAL: 11,250.00

351039	07/24/2019	PRTD	7183 BI SPECIAL NEEDS FOU	232766	2416	06/30/2019		07/21/19	3,500.00
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Invoice: 2416

Q2 2019 COMMUNITY SERVICES FUN

3,500.00 31017686 54110000297 HOPE HS/BI SP NEEDS/ISLANDTIME

CHECK 351039 TOTAL: 3,500.00

351040	07/24/2019	PRTD	64 BAINBRIDGE ISLAND AR	232895	1913	07/08/2019		07/21/19	6,000.00
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Invoice: 1913

Q2 2019 PAC ADMIN SUPPORT

6,000.00 31024759 54110200297 PUBLIC ART-MNGT SVCS

232896	1907	06/11/2019	07/21/19	3,261.91
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EX/SOMETHING NEW PH2

3,261.91 31024759 54110000877 SOMETHING NEW PH1-PROF SVCS

232897	2019-Q2	07/02/2019	07/21/19	4,500.00
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Q2 CULTURAL FUNDING - OPERATING S

4,500.00 31011732 54110000297 EX-GF-CULTURAL ARTS & SCIENCES

CHECK 351040 TOTAL: 13,761.91

351041	07/24/2019	PRTD	4751 BLUEBEAM SOFTWARE IN	232770	1241378	06/24/2019		07/21/19	6,367.24
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Invoice: 1241378

PCD/SFTWR UPGRADE, ANNUAL MAINT

6,367.24 61011581 531100 PCD - C/E ADMIN SUPPLIES

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CASH ACCOUNT: 635			111100	CASH				INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE							
INVOICE DTL DESC												
										CHECK	351041 TOTAL:	6,367.24
351042	07/24/2019	PRTD	853 KATHRYN M CARRUTHERS	232771	07/05/19	07/05/2019	07/21/19			90.00		
Invoice: 07/05/19					90.00 21011125 541210	CRT/1.5 HRS PRO TEMP						
						COURT - JUDGE PRO TEMPORE SVCS						
										CHECK	351042 TOTAL:	90.00
351043	07/24/2019	PRTD	4821 CASCADIA CONSULTING	232899	6373	04/30/2019	07/21/19			6,770.00		
Invoice: 6373					6,770.00 31011391 541100	GREENHOUSE GAS EMISSIONS INVEN						
						EXEC-GF-OTHER ENV SVCS						
										CHECK	351043 TOTAL:	6,770.00
351044	07/24/2019	PRTD	551 CENTURYLINK	232900	5996JUL19	07/07/2019	07/21/19			84.60		
Invoice: 5996JUL19					84.60 91011757 542100	E-PHONE @ WFP DOCK						
						GG-GF-WFP DOCK-PHONE						
										CHECK	351044 TOTAL:	84.60
351045	07/24/2019	PRTD	8491 CHUCKALS, INC.	232835	991840-0	07/08/2019	07/21/19			246.89		
Invoice: 991840-0					246.89 21011125 531100	CRT/OFFICE SUPPLIES						
						COURT - SUPPLIES						
										CHECK	351045 TOTAL:	246.89
351046	07/24/2019	PRTD	104 CITY OF BREMERTON	232902	BKAT000491	07/01/2019	07/21/19			2,840.75		
Invoice: BKAT000491					2,840.75 81011881 542420	IT/BKAT-JUL 2019						
						IT-C/E-TELEVISTED COUNCIL MEET						
										CHECK	351046 TOTAL:	2,840.75
351047	07/24/2019	PRTD	6919 CLARK CONSTRUCTION L	232901	07/12/19	07/12/2019	07/21/19			6.66		
Invoice: 07/12/19					6.66 01136 362500	POL/REFUND ON PARKING						
						FAC & PARKING RENTAL-LONG TERM						
										CHECK	351047 TOTAL:	6.66
351048	07/24/2019	PRTD	8435 COATES DESIGN INC	232903	124028	07/09/2019	07/21/19			27,845.00		
Invoice: 124028					27,845.00 72311942 64110000724	DESIGN SERVICES-POLICE & COURT						
						PD/COURT BLDG-PROF SVCS/DESIGN						
										CHECK	351048 TOTAL:	27,845.00

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CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
351049	07/24/2019	PRTD	8111 COMMUNITY SOLAR SOLU	232772	JUN-19	07/01/2019		07/21/19	308.19
Invoice: JUN-19						JUN 19 SOLAR NET METERING			
308.19 91011189 54500000627						CH SOLAR-NET METERING PYMTS			
						CHECK	351049	TOTAL:	308.19
351050	07/24/2019	PRTD	8564 WILLIAM E COOPER	232773	6-2019	06/30/2019		07/21/19	134.00
Invoice: 6-2019						LEOFF 1 REIMB JUN 19			
134.00 91029211 521500						POLICE - INS ADD MEDICAL COSTS			
						CHECK	351050	TOTAL:	134.00
351051	07/24/2019	PRTD	142 COPIERS NORTHWEST IN	232904	INV1983254	07/08/2019		07/21/19	445.43
Invoice: INV1983254						PCD,ENG/OCE PLOTTER OVERAGE			
222.72 61011581 545000						PCD - C/E ADMIN RENTS & LEASES			
222.71 72011321 545000						ENG - C/E ADMIN RENTS & LEASES			
						CHECK	351051	TOTAL:	445.43
351052	07/24/2019	PRTD	3333 COSTCO BUSINESS DELI	232774	440757189	06/30/2019		07/21/19	120.00
Invoice: 440757189						FIN/MEMBERSHIP DUES 2019			
120.00 41011141 549100						FIN-C/E-DUES, SUBS, MEMBERSHIPS			
						CHECK	351052	TOTAL:	120.00
351053	07/24/2019	PRTD	7016 CUSTOM PRINTING	232775	8649	06/28/2019		07/21/19	67.85
Invoice: 8649						PCD/BIZ CARDS: LARA LANT			
67.85 63470588 531100						CUR - DEV DEV PLAN OFC SUPPLY			
						CHECK	351053	TOTAL:	67.85
351054	07/24/2019	PRTD	4975 DAY WIRELESS SYSTEMS	232836	491619	06/27/2019		07/21/19	89.33
Invoice: 491619						POL/RECALIBRATION X1			
89.33 53011212 548100						POLICE - C/E PATROL MAINTENANC			
						CHECK	351054	TOTAL:	89.33
351055	07/24/2019	PRTD	7144 DTMICRO, INC	232905	4445	05/15/2019		07/21/19	136.25
Invoice: 4445						POL/NTWRK CONNECT W/ KC JUN 19			
136.25 91011215 542100						GG-C/E-PD-PHONE			
232906 4446						05/15/2019 07/21/19			
Invoice: 4446						POL/NTWK CONNECT W/ KC JUL 19			
136.25 91011215 542100						GG-C/E-PD-PHONE			

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CASH ACCOUNT: 635			111100	CASH			INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE					
INVOICE DTL DESC										
							CHECK	351055	TOTAL:	272.50
351056	07/24/2019	PRTD	9000 DUDE SOLUTIONS, INC	232837	INV-50349	07/01/2019		07/21/19		1,621.92
Invoice: INV-50349						POL/ASMI MAINT SUPPORT				
				1,621.92	51011215 548500	POLICE - C/E FACIL COMP MAINT				
							CHECK	351056	TOTAL:	1,621.92
351057	07/24/2019	PRTD	8548 ECOLOGICAL LAND SERV	232909	2031927	04/24/2019		07/21/19		1,327.75
Invoice: 2031927						ENG/PROF SVCS: BUFFER PLAN				
				600.00	72111442 541100	ENG-STREET-OPS		ENG-PROF SVCS		
				727.75	72011593 541100	ENG-GF-DEV-PROF SVCS				
							CHECK	351057	TOTAL:	1,327.75
351058	07/24/2019	PRTD	7510 EXPERIAN	232838	CD2003001902	06/28/2019		07/21/19		93.76
Invoice: CD2003001902						POL/INFORMATION SERVICES				
				93.76	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH				
							CHECK	351058	TOTAL:	93.76
351059	07/24/2019	PRTD	212 FABRICARE 02 - PLANT	232776	07/02/19	07/02/2019		07/21/19		355.30
Invoice: 07/02/19						POL/LAUNDRY SVCS JUN 19				
				176.64	51011211 520000	PD-C/E ADMIN-BENEFITS				
				134.00	52011212 520000	POLICE - C/E INVEST BENEFITS				
				44.66	53011212 520000	POLICE - C/E PATROL BENEFITS				
							CHECK	351059	TOTAL:	355.30
351060	07/24/2019	PRTD	705 FCS GROUP	232840	2854-21906002	06/21/2019	21800065	07/21/19		231.25
Invoice: 2854-21906002						WATER SEWER RATE STUDY				
				115.63	72411342 54110000923	WATER RATE STUDY-PROF SVCS				
				115.62	72421352 54110000923	SEWER RATE STUDY-PROF SVCS				
							CHECK	351060	TOTAL:	231.25
351061	07/24/2019	PRTD	1953 FERGUSON ENTERPRISES	232778	0780320	06/25/2019		07/21/19		16,696.47
Invoice: 0780320						PW/96 WATER METERS				
				16,696.47	411 141100	WATER - INVENTORY				
				232910	0771068	06/04/2019		07/21/19		377.14
Invoice: 0771068						PW/WATER MAINT SUPPLIES				
				377.14	73411345 531100	OFFICE SUPPLIES				

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CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 351061 TOTAL:	17,073.61
351062	07/24/2019	PRTD	9227 FISHER, DENNIS	232869	79198	07/12/2019		07/21/19	79.63
Invoice: 79198				79.63	411	122100	UB 12427 828 MADISON AVENUE N WATER ACCOUNTS RECEIVABLE		
								CHECK 351062 TOTAL:	79.63
351063	07/24/2019	PRTD	6940 FREMONT ANALYTICAL	232943	1906324	07/02/2019		07/21/19	1,287.00
Invoice: 1906324				1,287.00	73011370	54110000261	PW/VINCENT LANDFILL TESTING SVCS VINCENT RD DUMP-PROF SVCS		
Invoice: 1906026				232967	1906026	06/27/2019	21900003	07/21/19	3,075.50
				3,075.50	72637319	54110000809	WATER QUAL FLOW MONIT-PR SVC WATER QUAL FLOW MONIT-PRO SVCS		
								CHECK 351063 TOTAL:	4,362.50
351064	07/24/2019	PRTD	7851 GEOTECH ENVIROMENTAL	232944	590896	06/30/2019		07/21/19	343.87
Invoice: 590896				343.87	73011370	54500000261	PW/VINCENT LANDFILL RENTAL VINCENT RD DUMP-RENTALS		
Invoice: 590404				232945	590404	06/25/2019		07/21/19	147.67
				147.67	73011370	54500000261	PW/VINCENT LANDFILL RENTAL VINCENT RD DUMP-RENTALS		
								CHECK 351064 TOTAL:	491.54
351065	07/24/2019	PRTD	8482 WILLIAM D. TUFTS	232841	19-020	06/30/2019		07/21/19	750.00
Invoice: 19-020				750.00	52011212	541100	POL/APPLICANT POLYGRAPHS POLICE - C/E INVEST PROF SVCS		
								CHECK 351065 TOTAL:	750.00
351066	07/24/2019	PRTD	1517 GUARDIAN SECURITY SY	232842	928195	07/01/2019		07/21/19	47.96
Invoice: 928195				47.96	51011215	541100	POL/ALARM MONITORING POLICE - C/E FACIL PROF SVCS		
								CHECK 351066 TOTAL:	47.96
351067	07/24/2019	PRTD	253 HACH COMPANY	232779	11520243	06/24/2019		07/21/19	744.69
Invoice: 11520243				744.69	73411345	531100	PW/BULK DISP, FLOURIDE SYST OFFICE SUPPLIES		

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CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 351067 TOTAL:	744.69
351068	07/24/2019	PRTD	9038 HEDEEN & CADITZ, PLL	232780	8902	07/03/2019		07/21/19	2,460.00
			Invoice: 8902		LEGAL/RE: NORDLAND				
				2,460.00	32011262	54111000668	LGL-STO PRE-DEFENSE NORDLAND		
								CHECK 351068 TOTAL:	2,460.00
351069	07/24/2019	PRTD	8270 HOLADAY-PARKS, INC.	232946	446658	04/25/2019		07/21/19	757.55
			Invoice: 446658		PW/HVAC REPAIR				
				757.55	73011183	54810000707	CH HVAC-REPAIRS		
								CHECK 351069 TOTAL:	757.55
351070	07/24/2019	PRTD	4850 HOME DEPOT CREDIT SE	232781	1014269	06/21/2019		07/21/19	46.09
			Invoice: 1014269		PW/5 GAL BUCKETS X7				
				46.09	73011897	5311100	O&M-C/E-PWY FAC-SUPPLIES		
				232911	6014693	06/26/2019		07/21/19	67.00
			Invoice: 6014693		PW/CELLULAR SHADE				
				67.00	73011755	5311100	O&M-COMMONS SUPPLIES		
								CHECK 351070 TOTAL:	113.09
351071	07/24/2019	PRTD	1079 INT'L MUNICIPAL SIGN	232783	54047-2019	06/21/2019		07/21/19	100.00
			Invoice: 54047-2019		PW/DUES: BIDLENCIK				
				100.00	73111264	5491100	O&M-STREET-TRAF CONTROL-MISC		
								CHECK 351071 TOTAL:	100.00
351072	07/24/2019	PRTD	8381 INVINTUS MEDIA, INC	232912	7785	06/01/2019		07/21/19	87.74
			Invoice: 7785		IT/MEDIA HOSTING JUN 19				
				87.74	81011881	548500	IT - C/E COMPUTER SUPPORT		
								CHECK 351072 TOTAL:	87.74
351073	07/24/2019	PRTD	7184 ISLAND VOLUNTEER CAR	232843	2019-Q2	06/30/2019		07/21/19	6,250.00
			Invoice: 2019-Q2		Q2 2019 COMMUNITY SERVICES FUN				
				6,250.00	31017690	54110200297	ISLAND VOLUNTEER CAREGIVERS		
								CHECK 351073 TOTAL:	6,250.00
351074	07/24/2019	PRTD	333 KC AUDITOR	232914	446609	06/12/2019		07/21/19	104.00
			Invoice: 446609		ENG/COVENANT: BLD22677				
				104.00	72011593	5411100	ENG-GF-DEV-PROF SVCS		

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: 446582				232915	446582	06/11/2019		07/21/19	110.00
				110.00	72011593 541100	ENG/EASEMENT: PLEASANT BEACH			
						ENG-GF-DEV-PROF SVCS			
Invoice: 445613-C1				232916	445613-C1	06/04/2019		07/21/19	38.00
				38.00	43411341 541100	FIN/LID#19 LIEN RELEASE			
						FIN - WATER ADMIN PROF SERVICE			
						CHECK	351074	TOTAL:	252.00
351075	07/24/2019	PRTD	2306 KITSAP COUNTY PROSEC	232947	JUL19	07/01/2019		07/21/19	9,412.33
Invoice: JUL19				9,412.33	32011521 541112	LEGAL/JUL19 PROF SVCS			
						LGL-OUTSIDE PROSECUTOR			
						CHECK	351075	TOTAL:	9,412.33
351076	07/24/2019	PRTD	4168 KITSAP COUNTY SHERIF	232844	2019-029	06/18/2019		07/21/19	2,500.00
Invoice: 2019-029				2,500.00	53011217 551000	POL/TRAFFIC SAFETY SUPPORT			
						PD-C/E-TRAF PATROL-INTERGOVERN			
						CHECK	351076	TOTAL:	2,500.00
351077	07/24/2019	PRTD	1299 KITSAP COUNTY DEPART	232785	RECEIPT KC 4353	06/27/2019		07/21/19	544.67
Invoice: RECEIPT KC 4353				544.67	91011897 547900	PW/HAZ ITEMS DISPOSAL			
						GG-C/E-O&M YARD FAC-GARBAGE			
						CHECK	351077	TOTAL:	544.67
351078	07/24/2019	PRTD	1971 KELLEY IMAGING SYSTE	232786	IN547632	07/01/2019		07/21/19	1,107.18
Invoice: IN547632				1,107.18	61470581 545000	PCD/TOS4555C OVERAGE			
						PCD - DEV ADMIN RENTS & LEASES			
Invoice: IN547631				232787	IN547631	07/01/2019		07/21/19	1,562.26
				1,562.26	61470581 545000	PCD/TOS6560CT OVERAGES			
						PCD - DEV ADMIN RENTS & LEASES			
Invoice: IN549602				232917	IN549602	07/09/2019		07/21/19	946.45
				946.45	61470581 545000	PCD/TOS4555C LEASE			
						PCD - DEV ADMIN RENTS & LEASES			
Invoice: IN549349				232918	IN549349	07/08/2019		07/21/19	2,062.76
				2,062.76	61470581 545000	PCD/TOS6560CT LEASE			
						PCD - DEV ADMIN RENTS & LEASES			
						CHECK	351078	TOTAL:	5,678.65

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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
351079	07/24/2019	PRTD	1971 KELLEY IMAGING SYSTE	232845	25105513	07/03/2019		07/21/19	279.04	
			Invoice: 25105513			POL/E-STUDIO4555C LEASE				
				279.04	51011211 545000	PD-C/E-ADMIN RENTS/LEASE				
								CHECK	351079 TOTAL:	279.04
351080	07/24/2019	PRTD	8114 KENYON DISEND, PLLC	232989	188993	06/30/2019		07/21/19	1,988.10	
			Invoice: 188993			LEGAL/PROF SVCS: JUN 19				
				1,988.10	32470152 54111100775	LIT-RICH PERMITTING				
								CHECK	351080 TOTAL:	1,988.10
351081	07/24/2019	PRTD	315 KITSAP HUMANE SOCIET	232969	1762	07/01/2019		07/21/19	5,764.17	
			Invoice: 1762			KITSAP HUMANE SOCIETY JUL19				
				5,764.17	91011393 5411100	FIN - C/E ANIMAL CONTROL FEES				
								CHECK	351081 TOTAL:	5,764.17
351082	07/24/2019	PRTD	8398 KITSAP COMMUNITY RES	232788	Q2-2019	07/03/2019		07/21/19	4,593.03	
			Invoice: Q2-2019			Q2 2019 COMMUNITY SERVICES FUN				
				4,593.03	31017654 54110000297	KITSAP COMM RESOURCES-HOMELESS				
								CHECK	351082 TOTAL:	4,593.03
351083	07/24/2019	PRTD	579 KITSAP SUN	232970	0002615038	06/30/2019		07/21/19	224.04	
			Invoice: 0002615038			PW/RFQ: FALL PROTECTION 2019				
				224.04	73011183 54400000912	FAC ROOF FALL PROTECTION-ADV				
								CHECK	351083 TOTAL:	224.04
351084	07/24/2019	PRTD	9223 KOCH, ALICE & JOSEPH	232865	79194	07/12/2019		07/21/19	23.72	
			Invoice: 79194			UB 11939 8748 ROSARIO PLACE NW				
				23.72	411 122100	WATER ACCOUNTS RECEIVABLE				
								CHECK	351084 TOTAL:	23.72
351085	07/24/2019	PRTD	5011 LEXISNEXIS RISK SOLU	232846	1272084-20190630	06/30/2019		07/21/19	122.35	
			Invoice: 1272084-20190630			POL/INFO SERVICES				
				122.35	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH				
								CHECK	351085 TOTAL:	122.35

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

351086	07/24/2019	PRTD	9225 MACGREGOR, MATTHEW	232867	79196	07/12/2019		07/21/19	20.75	
Invoice: 79196						UB 10863 540 PARK AVENUE NE				
				20.75	411 122100	WATER ACCOUNTS RECEIVABLE				
								CHECK	351086 TOTAL:	20.75
351087	07/24/2019	PRTD	6279 MENG ANALYSIS	232948	19902-101	04/30/2019		07/21/19	990.00	
Invoice: 19902-101						CITY HALL SIDING ANALYSIS				
				990.00	73011183 54110000911	CH SIDING REPAIR-PROF SVCS				
								CHECK	351087 TOTAL:	990.00
351088	07/24/2019	PRTD	7038 MOON SECURITY SERVIC	232789	987164	06/30/2019		07/21/19	310.00	
Invoice: 987164						CRT/HOUSE ARREST MONIT JUN 19				
				310.00	21011232 545000	COURT-ELECT HOME DET'N-EQ RENT				
								CHECK	351088 TOTAL:	310.00
351089	07/24/2019	PRTD	4111 OLYMPIC SPRINGS INC	232847	320067	06/30/2019		07/21/19	97.50	
Invoice: 320067						POL/PURIFIED WATER				
				97.50	51011215 531100	POLICE - C/E FACIL SUPPLIES				
								CHECK	351089 TOTAL:	97.50
351090	07/24/2019	PRTD	8954 ONE WAY BACKFLOW TES	232949	PAYREQ2-510/2019	07/10/2019		07/21/19	1,496.00	
Invoice: PAYREQ2-510/2019						2019 ANNUAL BACKFLOW TESTING				
				1,496.00	73411349 54110000510	BACKFLOW TEST-PRO SVCS				
								CHECK	351090 TOTAL:	1,496.00
351091	07/24/2019	PRTD	9226 OSBORNE, PETE & CASS	232868	79197	07/12/2019		07/21/19	59.01	
Invoice: 79197						UB 12131 9355 NORTHTOWN LOOP NE				
				59.01	411 122100	WATER ACCOUNTS RECEIVABLE				
								CHECK	351091 TOTAL:	59.01
351092	07/24/2019	PRTD	8286 SUPERINTENDENT OF P	232790	15185	06/14/2019		07/21/19	88.50	
Invoice: 15185						POL/FINGERPRINTING				
				88.50	65438 386110	AGENCY-FINGERPRINT REV TO SPI				
								CHECK	351092 TOTAL:	88.50

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

351093	07/24/2019	PRTD	9224 OTHBERG, ALINA	232866	79195	07/12/2019		07/21/19	131.91		
Invoice: 79195				131.91	411	122100	UB 10663 1050 BLUE HERON AVENUE NE				
							WATER ACCOUNTS RECEIVABLE				
							CHECK	351093 TOTAL:	131.91		
351094	07/24/2019	PRTD	9156 PEACOCK FAMILY SERVI	232791	Q2-2019	06/14/2019		07/21/19	3,125.00		
Invoice: Q2-2019				3,125.00	31017540	54110000297	Q2 2019 COMMUNITY SERVICES FUN				
							EX-BI CHILD CARE/B&G CLUB				
							CHECK	351094 TOTAL:	3,125.00		
351095	07/24/2019	PRTD	5225 PND ENGINEERS INC	232950	1904188	04/19/2019		07/21/19	6,846.25		
Invoice: 1904188				6,846.25	73311475	64110000790	OPEN WATER MARINA DESIGN				
							OWM-5 ADD'L BUOYS-DESIGN				
				232981	1905157	05/16/2019		07/21/19	3,172.50		
Invoice: 1905157				3,172.50	73311475	64110000790	OPEN WATER MARINA DESIGN				
							OWM-5 ADD'L BUOYS-DESIGN				
							CHECK	351095 TOTAL:	10,018.75		
351096	07/24/2019	PRTD	360 PROBUILD COMPANY LLC	232792	1753080	06/27/2019		07/21/19	8.26		
Invoice: 1753080				8.26	73431835	531100	PW/FENCE MATERIALS				
							OFFICE SUPPLIES				
				232793	1752372	06/21/2019		07/21/19	5.07		
Invoice: 1752372				5.07	73431835	531100	PW/FENCE MATERIALS				
							OFFICE SUPPLIES				
							CHECK	351096 TOTAL:	13.33		
351097	07/24/2019	PRTD	1205 PUGET SOUND ENERGY	232919	9932JUN19	07/09/2019		07/21/19	12.38		
Invoice: 9932JUN19				12.38	91011739	547100	184 WINSLOW WAY E				
							COMM EVENTS-ELECTRICITY				
				232920	3319JUN19	07/09/2019		07/21/19	25.34		
Invoice: 3319JUN19				25.34	73416345	547100	PW/CASEY ST WATER METER				
							CASEY STREET WTR-ELECTRICITY				
							CHECK	351097 TOTAL:	37.72		
351098	07/24/2019	PRTD	7563 PUMPTECH INC	232921	0144838-IN	06/25/2019		07/21/19	1,317.89		
Invoice: 0144838-IN				1,317.89	73411345	531100	PW/BELLOWS PUMPS X2				
							OFFICE SUPPLIES				

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CASH ACCOUNT: 635 111100 CASH

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

						CHECK	351098	TOTAL:	1,317.89
351099	07/24/2019	PRTD	9173 PURPLE COMMUNICATION	232973	77191-78308	07/03/2019		07/21/19	672.14
Invoice: 77191-78308						CC/RETF REGULAR MEETING 6/6			
						COUNCIL - PROF SERVICES			
						CHECK	351099	TOTAL:	672.14
351100	07/24/2019	PRTD	7187 RANDOLPH BAUER	232922	EVENT-099	05/30/2019		07/21/19	325.00
Invoice: EVENT-099						PW/JULY 4 EVENT RENTAL			
						O&M-C/E-PARKS-OP LEASES			
						CHECK	351100	TOTAL:	325.00
351101	07/24/2019	PRTD	6685 REGIONAL DISPOSAL CO	232848	0000156227	06/15/2019		07/21/19	3,852.76
Invoice: 0000156227						BIOSOLIDS DISPOSAL			
						3,852.76 73425358 54790100551 BIOSOLIDS WASTE DISPOSAL			
						232951 0000156366 06/30/2019 07/21/19 4,450.54			
Invoice: 0000156366						2019 BIOSOLIDS DISPOSAL			
						4,450.54 73425358 54790100551 BIOSOLIDS WASTE DISPOSAL			
						CHECK	351101	TOTAL:	8,303.30
351102	07/24/2019	PRTD	6820 RICH BOTTALICO	232794	2109	06/21/2019		07/21/19	538.00
Invoice: 2109						ENG/RAVINE SIGN			
						538.00 72431832 54245000809 WTR QUAL & FLOW MONIT-OUTREACH			
						CHECK	351102	TOTAL:	538.00
351103	07/24/2019	PRTD	7385 CHARLES P. SHANE	232849	002101	03/25/2019		07/21/19	156.00
Invoice: 002101						LEGAL/PUB DEF: 19943203			
						156.00 32011281 541113 LGL-PUBLIC DEFENDER			
						CHECK	351103	TOTAL:	156.00
351104	07/24/2019	PRTD	8035 SHINE QUARRY, LLC	232923	0023673	06/28/2019		07/21/19	613.10
Invoice: 0023673						PW/48.91 TON 3/4" MINUS			
						613.10 990 141100 MERCHANDISE			
						232924 0023656 06/27/2019 07/21/19 466.18			
Invoice: 0023656						PW/37.19 TON 3/4" MINUS			
						466.18 990 141100 MERCHANDISE			

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

						CHECK	351104 TOTAL:	1,079.28
351105	07/24/2019	PRTD	2035 SIX ROBBLEES INC	232795	2-711275	06/18/2019	07/21/19	42.88
Invoice: 2-711275						POL/AXLE KIT		
						42.88 54025212 531100	MARINE - SUPPLIES	
						232936	2-712480	65.80
Invoice: 2-712480						07/08/2019	07/21/19	
						PW/#6 WINDSHIELD WIPERS		
						65.80 73431835 531100	OFFICE SUPPLIES	
						CHECK	351105 TOTAL:	108.68
351106	07/24/2019	PRTD	7173 SKILLINGS CONNOLLY I	232952	11934	07/09/2019	07/21/19	24,150.79
Invoice: 11934						SPORTSMAN CLUB & NEW BROOKLYN		
						24,150.79 72321953 64110000715	SP CLUB/NB INTERSECTN-DESIGN	
						CHECK	351106 TOTAL:	24,150.79
351107	07/24/2019	PRTD	6696 SMALLWOOD DESIGN & C	232926	PLN51083 VAR	07/12/2019	07/21/19	660.00
Invoice: PLN51083 VAR						PCD/PLN51083 VAR REFUND		
						660.00 65538 38600000370	GEO TECH 3RD PARTY REVIEWS	
						CHECK	351107 TOTAL:	660.00
351108	07/24/2019	PRTD	8129 SMARSH INC	232938	INV00520578	06/30/2019	07/21/19	253.29
Invoice: INV00520578						IT/TEXT ARCHIVE		
						253.29 81011881 548500	IT - C/E COMPUTER SUPPORT	
						CHECK	351108 TOTAL:	253.29
351109	07/24/2019	PRTD	8855 SOUND LAW CENTER	232796	2262	07/02/2019	07/21/19	577.50
Invoice: 2262						HEX/JUN 2019 HEX SVCS		
						577.50 34470586 54111001016	HEX-MCQUAID APPEAL	
						CHECK	351109 TOTAL:	577.50
351110	07/24/2019	PRTD	8744 SOUND PACIFIC CONSTR	232850	PAYREQ2-596	06/25/2019	07/21/19	264,887.16
Invoice: PAYREQ2-596						OLYMPIC DRIVE NON MOTORIZED IM		
						96,454.10 72413434 66300000596	SR305-OLYMPIC WTR CONSTRUC	
						168,433.06 72334953 66300000596	SR305-OLYMPIC NM-CONSTR	
						CHECK	351110 TOTAL:	264,887.16

CASH ACCOUNT: 635111100CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
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INVOICE DTL DESC									
351111	07/24/2019	PRTD	601 SOUND REPROGRAPHICS	232798	70708	06/10/2019	07/21/19	4,526.86	
Invoice: 70708						PCD/SIGNAGE			
				4,526.86	63470588	531100	CUR - DEV DEV PLAN OFC SUPPLY		
								CHECK	351111 TOTAL: 4,526.86
351112	07/24/2019	PRTD	9065 SOUNDWEST ENGINEERIN	232975	05-01-08	07/12/2019	07/21/19	8,495.00	
Invoice: 05-01-08						COUNTRY CLUB BULKHEAD & CULVER			
				8,495.00	72111425	54110000781	CO CLUB RD BULKHEAD R&M-PRO SV		
								CHECK	351112 TOTAL: 8,495.00
351113	07/24/2019	PRTD	8132 SPECTRA LABORATORIES	232799	19-04900	07/02/2019	07/21/19	45.00	
Invoice: 19-04900						PW/WWTP TESTING			
				45.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232800	19-04809	06/28/2019	07/21/19	45.00	
Invoice: 19-04809						PW/WWTP TESTING			
				45.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232801	19-04781	06/28/2019	07/21/19	45.00	
Invoice: 19-04781						PW/WWTP TESTING			
				45.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232802	19-04773	06/28/2019	07/21/19	262.50	
Invoice: 19-04773						PW/WWTP TESTING			
				262.50	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232803	19-04799	06/28/2019	07/21/19	50.00	
Invoice: 19-04799						PW/O&M WELL TESTING			
				50.00	73011897	54110000391	LAB SVCS-PWY FAC		
				232804	19-04884	06/28/2019	07/21/19	21.16	
Invoice: 19-04884						PW/ECOLI TESTING			
				21.16	73411345	54110000391	LAB SVCS-WATER		
				232805	19-04746	06/27/2019	07/21/19	45.00	
Invoice: 19-04746						PW/WWTP TESTING			
				45.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232927	19-04997	07/08/2019	07/21/19	262.50	
Invoice: 19-04997						PW/BIOSOLIDS TESTING WWTP			
				262.50	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232928	19-05023	07/08/2019	07/21/19	45.00	
Invoice: 19-05023						PW/WWTP TESTING			
				45.00	73425358	54110000391	LAB & TESTING SVCS-WWTP		
				232929	19-04994	07/08/2019	07/21/19	262.50	

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 19-04994					PW/BIOSOLIDS TESTING WWTP			
	262.50	73425358	54110000391		LAB & TESTING SVCS-WWTP			
	232930	19-05014		07/08/2019		07/21/19		45.00
Invoice: 19-05014					PW/WWTP TESTING			
	45.00	73425358	54110000391		LAB & TESTING SVCS-WWTP			
	232931	19-04950		07/03/2019		07/21/19		45.00
Invoice: 19-04950					PW/WWTP TESTING			
	45.00	73425358	54110000391		LAB & TESTING SVCS-WWTP			
	232932	19-04949		07/03/2019		07/21/19		67.16
Invoice: 19-04949					PW/E. COLI TESTING: PW			
	67.16	73011897	54110000391		LAB SVCS-PWY FAC			
				CHECK	351113	TOTAL:		1,240.82
351114 07/24/2019 PRD 2467 STAPLES	232976	3418797829		07/06/2019		07/21/19		2.07
Invoice: 3418797829					ENG/POST-IT FLAGS			
	2.07	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
	232982	3418797827		07/06/2019		07/21/19		2.07
Invoice: 3418797827					ENG/POST-IT FLAGS			
	2.07	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
	232983	3418797828		07/06/2019		07/21/19		-2.07
Invoice: 3418797828					ENG/RETURNED POST-IT FLAGS			
	-2.07	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
	232984	3418797826		07/06/2019		07/21/19		63.05
Invoice: 3418797826					ENG/OFFICE SUPPLIES			
	63.05	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
	232985	3418797831		07/06/2019		07/21/19		-36.34
Invoice: 3418797831					ENG/RETURN COPY PAPER			
	-36.34	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
	232986	3418797833		07/06/2019		07/21/19		36.34
Invoice: 3418797833					ENG/COPY PAPER			
	36.34	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
	232987	3418797830		07/06/2019		07/21/19		92.36
Invoice: 3418797830					ENG/OFFICE SUPPLIES			
	92.36	72011321	5311100		ENG - C/E ADMIN SUPPLIES			
				CHECK	351114	TOTAL:		157.48
351115 07/24/2019 PRD 2122 STERICYCLE INC	232933	3004743099		06/30/2019		07/21/19		10.36
Invoice: 3004743099					POL/BIOHAZARD DISPOSAL			
	10.36	51011211	5411100		PD-C/E-ADM-PROF SVCS			

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

						CHECK	351115 TOTAL:		10.36
351116	07/24/2019	PRTD	8244 THE HOME DEPOT PRO	232934	500401047	07/03/2019		07/21/19	425.75
Invoice: 500401047						PW/URINAL FLOORMATS X8			
			425.75 73637948 531100			O&M ALLOC-CITY WIDE SUPPLIES			
Invoice: 499695765									
			232935 499695765			06/28/2019		07/21/19	965.94
						PW/BATHROOM SUPPLIES			
			965.94 73637948 531100			O&M ALLOC-CITY WIDE SUPPLIES			
CHECK 351116 TOTAL:						1,391.69			
351117	07/24/2019	PRTD	4819 WEST PAYMENT CENTER	232953	840570719	07/01/2019		07/21/19	547.56
Invoice: 840570719						LEGAL/JUN 19 INFO SERVICES			
			547.56 32011152 549100			LGL-GF-DUES & SUBSCRIPTIONS			
CHECK 351117 TOTAL:						547.56			
351118	07/24/2019	PRTD	8243 TILZ	232806	31137	06/30/2019		07/21/19	170.00
Invoice: 31137						PW/JUN 2019 YARD WASTE			
			145.00 91111427 547900			GG-STREET-ROADSIDE-GARBAGE			
			25.00 91011189 547900			GG-C/E-CITY HALL-GARBAGE			
CHECK 351118 TOTAL:						170.00			
351119	07/24/2019	PRTD	8995 TITAN EARTHWORK, LLC	232988	PAYREQ4-780/800	07/06/2019	21800086	07/21/19	29,389.48
Invoice: PAYREQ4-780/800						CORE 40 MILLER - FLETCHER BAY			
			14,484.03 72334562 66300000780			C40-FLETCHER BAY-CONSTR			
			14,905.45 72334562 66300000800			C40-MILLER RD-CONSTR			
CHECK 351119 TOTAL:						29,389.48			
351120	07/24/2019	PRTD	6714 TOSHIBA FINANCIAL SE	232954	25105512	07/03/2019		07/21/19	273.60
Invoice: 25105512						PW/-E-STUDIO4555C COPIER LEASE			
			273.60 73637891 545000			RENTS & LEASES - OPERATING			
CHECK 351120 TOTAL:						273.60			
351121	07/24/2019	PRTD	6478 TUNA GRAPHICS INC	232851	28765	07/01/2019		07/21/19	155.33
Invoice: 28765						POL/SMALL PATCHES FOR HATS X50			
			155.33 53011212 531100			PD-C/E-PATROL SUPPLIES			
CHECK 351121 TOTAL:						155.33			

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

INVOICE DTL DESC								
351122	07/24/2019	PRTD	4929 TYLER TECHNOLOGIES I	232955	045-268065	07/01/2019	07/21/19	26,574.28
Invoice: 045-268065			IT/MUNIS SOFTWARE & SYST MAINT					
			26,574.28 81011881 548500			IT - C/E COMPUTER SUPPORT		
						CHECK	351122 TOTAL:	26,574.28
351123	07/24/2019	PRTD	2190 UNITED PARCEL SERVIC	232852	000028Y3Y1269	06/29/2019	07/21/19	14.09
Invoice: 000028Y3Y1269			POL/SHIPPING					
			14.09 91011215 542500			GG-C/E-PD-POSTAGE		
						CHECK	351123 TOTAL:	14.09
351124	07/24/2019	PRTD	2425 THE UPS STORE #1265	232809	06/18/19	06/18/2019	07/21/19	13.68
Invoice: 06/18/19			PW/SHIPPING					
			13.68 91425358 542500			GG-WWTP-POSTAGE/SHIPPING		
						CHECK	351124 TOTAL:	13.68
351125	07/24/2019	PRTD	7441 URBAN FORESTRY SERVI	232853	222-19	05/02/2019	07/21/19	612.50
Invoice: 222-19			SHADE COVENANT CRAWFORD PROPER					
			612.50 73011593 54110000998			SHADE COVENANT-PROF SVCS		
						CHECK	351125 TOTAL:	612.50
351126	07/24/2019	PRTD	1152 USA BLUE BOOK	232810	928989	06/19/2019	07/21/19	418.64
Invoice: 928989			PW/M-FC BROTH, FILTER MEMBRANES					
			418.64 73425358 531100			O&M-WWTP-SUPPLIES		
			232957 935242			06/26/2019	07/21/19	121.73
Invoice: 935242			PW/RICCA PH BUFFER					
			121.73 73425358 531100			O&M-WWTP-SUPPLIES		
						CHECK	351126 TOTAL:	540.37
351127	07/24/2019	PRTD	553 UTILITIES UNDERGROUN	232811	9060127	06/30/2019	07/21/19	267.03
Invoice: 9060127			PW/JUNE EXCAVATION NOTICES					
			267.03 73637893 54110000393			O&M ALLOC-LOCATING SVCS		
						CHECK	351127 TOTAL:	267.03
351128	07/24/2019	PRTD	8896 VISIT KITSAP PENINSU	232854	11219	06/30/2019	07/21/19	1,000.00
Invoice: 11219			JUN 2019 LTAC - LODGING & TOURISM					
			1,000.00 91140573 541100			GG-TOUR-PROF SERVICES		
			232855 11186			05/30/2019	07/21/19	1,000.00

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CASH ACCOUNT: 635 111100 CASH

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

Invoice: 11186

1,000.00 91140573 541100

MAY 2019 LTAC - LODGING & TOURISM
GG-TOUR-PROF SERVICES

232856 11159

04/30/2019

07/21/19

1,000.00

Invoice: 11159

1,000.00 91140573 541100

APR 2019 LTAC - LODGING & TOURISM
GG-TOUR-PROF SERVICES

CHECK 351128 TOTAL: 3,000.00

351129 07/24/2019 PRD 605 WA ST AUDITOR'S OFFI 232958 L131804

07/11/2019

07/21/19

19,637.55

Invoice: L131804

2018 FINANCIAL AUDIT

11,408.16 91011423 541100

FIN-C/E STATE AUDITOR

2,013.76 91111433 541100

FIN-STREET-STATE AUDITOR

794.93 91411341 541100

GG-WTR-ADM-PROF SVCS

2,658.16 91421351 541100

GG-SWR-ADM-PROF SVCS

1,203.13 91431383 541100

GG-SSWM-ADM-PROF SVCS

779.70 91470148 541100

FIN-DEV-STATE AUDITOR

779.71 91471148 541100

FIN-BLDG-STATE AUDITOR

CHECK 351129 TOTAL: 19,637.55

351130 07/24/2019 PRD 123 WA ST DEPT OF LICENS 232812 LIC#0018636-2019

07/10/2019

07/21/19

174.00

Invoice: LIC#0018636-2019

PCD/ENG LICENSE: G. HIATT

174.00 62471591 549100

BLDG - BLDG DUES/SUBSCRIPTIONS

CHECK 351130 TOTAL: 174.00

351131 07/24/2019 PRD 4104 WA ST FERRIES 232813 RK331180

06/30/2019

07/21/19

282.95

Invoice: RK331180

JUN19 WAVE2GO FERRY CHARGES

8.50 31011131 543100

EX-GF-TRAVEL/MEALS/LODGING

219.15 51011211 543100

PD-C/E-ADM-TRAVEL/MEALS/LODGIN

38.30 72011321 543100

ENG - C/E ADMIN TRAVEL EXPENSE

17.00 73011189 543100

O&M-FAC-TRAVEL/MEALS/LODGING

CHECK 351131 TOTAL: 282.95

351132 07/24/2019 PRD 4513 WASTE MANAGEMENT 232959 0035362-1048-1

07/01/2019

07/21/19

75.00

Invoice: 0035362-1048-1

PW/DECANT WASTE DISPOSAL

75.00 73435838 54790000618 DECANT SPOILS DISPOSAL

CHECK 351132 TOTAL: 75.00

351133 07/24/2019 PRD 499 WESTBAY AUTO PARTS I 232814 464400

06/25/2019

07/21/19

47.39

Invoice: 464400

PW/HEADLIGHT BULBSX4

47.39 990 141100

MERCHANDISE

232815 463443

06/21/2019

07/21/19

51.33

465

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CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 463443				51.33	990 141100	PW/FLASHERS, OIL FILTER MERCHANDISE			
Invoice: 462045				232816	462045	06/17/2019		07/21/19	24.79
				24.79	990 141100	PW/FLASHERS MERCHANDISE			
Invoice: 447308				232817	447308	04/23/2019		07/21/19	74.68
				74.68	990 141100	PW/HYDR FILTER MERCHANDISE			
Invoice: 465065				232818	465065	06/27/2019		07/21/19	146.05
				146.05	73411345 531100	PW/BRAKE PADS, #60 OFFICE SUPPLIES			
Invoice: 464556				232819	464556	06/26/2019		07/21/19	107.10
				95.87	990 141100	PW/OIL, FUEL & AIR FILTERS, BULBS MERCHANDISE			
				11.23	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
Invoice: 464576				232820	464576	06/26/2019		07/21/19	13.39
				13.39	990 141100	PW/AIR FILTERS MERCHANDISE			
Invoice: 464260				232821	464260	06/25/2019		07/21/19	195.30
				195.30	73431835 531100	PW/BRAKE PADS, BRAKE SHOES OFFICE SUPPLIES			
Invoice: 463020				232822	463020	06/20/2019		07/21/19	78.38
				78.38	990 141100	PW/OIL & AIR FILTERS MERCHANDISE			
Invoice: 461934				232823	461934	06/17/2019		07/21/19	15.83
				15.83	73011483 531100	PW/SPARK PLUG O&M-GF-MECH SHOP-SUPPLIES			
Invoice: 456863				232824	456863	05/29/2019		07/21/19	23.23
				23.23	990 141100	PW/AIR & OIL FITLERS MERCHANDISE			
Invoice: 451211				232825	451211	05/07/2019		07/21/19	96.78
				96.78	990 141100	PW/AIR, FUEL, OIL FILTERS MERCHANDISE			
Invoice: 467742				232960	467742	07/09/2019		07/21/19	41.16
				41.16	990 141100	PW/FUEL, OIL FILTERS MERCHANDISE			
CHECK 351133 TOTAL:									915.41

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

INVOICE DTL DESC

351134 07/24/2019 PRD 522 WA ST DEPT OF TRANSP 232961 RE-313-ATB90617176 06/17/2019 07/21/19 7,358.57
Invoice: RE-313-ATB90617176 ENG/STATE INSP: 305-OLY
7,358.57 72334953 66300000596 SR305-OLYMPIC NM-CONSTR
CHECK 351134 TOTAL: 7,358.57

351135 07/24/2019 PRD 650 YWCA-KITSAP COUNTY 232962 2974 06/30/2019 07/21/19 9,082.02
Invoice: 2974 Q2 2019 COMMUNITY SERVICES FUN
9,082.02 31017219 54110000297 EX-YWCA-ALIVE/DOM VIOLENCE
CHECK 351135 TOTAL: 9,082.02

351136 07/24/2019 PRD 2607 ZEE MEDICAL SERVICE 232963 68381356 07/12/2019 07/21/19 117.86
Invoice: 68381356 FIN/C.H. FIRST AID RESTOCK
117.86 41011189 531100 FIN - C/E CNTL SV SUPPLIES
CHECK 351136 TOTAL: 117.86

NUMBER OF CHECKS 122 *** CASH ACCOUNT TOTAL *** 630,487.38

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	122	630,487.38

*** GRAND TOTAL *** 630,487.38

07/17/2019 10:34 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL								
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3		LINE DESC			

2019 7	244								
APP 101-213000						STREETS - ACCOUNTS PAYABLE		12,338.22	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			630,487.38
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		160,804.88	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		15,496.45	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		3,039.92	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000						ACCOUNTS PAYABLE		267,315.65	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		10,914.98	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		119,415.04	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		14,992.37	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000						CIVIC IMPR - ACCOUNTS PAYABLE		23,795.09	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000						ACCOUNTS PAYABLE		748.50	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000						ACCOUNTS PAYABLE		1,626.28	
07/24/2019	07/21/19	072419				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								630,487.38	630,487.38

APP 631-130000						DUE TO/FROM CLEARING		619,572.40	
07/24/2019	07/21/19	072419							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			12,338.22
07/24/2019	07/21/19	072419							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			160,804.88
07/24/2019	07/21/19	072419							
APP 402-130000						DUE TO/FROM CLEARING			15,496.45
07/24/2019	07/21/19	072419							
APP 403-130000						DUE TO/FROM CLEARING			3,039.92
07/24/2019	07/21/19	072419							
APP 301-130000						DUE TO/FROM CLEARING			267,315.65
07/24/2019	07/21/19	072419							
APP 401-130000						DUE TO/FROM CLEARING			119,415.04
07/24/2019	07/21/19	072419							
APP 407-130000						DUE TO/FROM CLEARING			14,992.37
07/24/2019	07/21/19	072419							
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G			23,795.09
07/24/2019	07/21/19	072419							
APP 650-130000						DUE TO/FROM CLEARING			748.50

YEAR PER	JNL								
SRC ACCOUNT					ACCOUNT DESC	T OB	DEBIT	CREDIT	
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
07/24/2019	07/21/19	072419							
APP 901-130000					DUE TO/FROM CLEARING			1,626.28	
07/24/2019	07/21/19	072419							
SYSTEM GENERATED ENTRIES TOTAL							619,572.40	619,572.40	
JOURNAL 2019/07/244 TOTAL							1,250,059.78	1,250,059.78	

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|CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 7	244	07/24/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		160,804.88
001-213000			GENERAL - ACCOUNTS PAYABLE	160,804.88	
			FUND TOTAL	160,804.88	160,804.88
101 STREET FUND	2019 7	244	07/24/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		12,338.22
101-213000			STREETS - ACCOUNTS PAYABLE	12,338.22	
			FUND TOTAL	12,338.22	12,338.22
104 CIVIC IMPROVEMENT FUND	2019 7	244	07/24/2019		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		23,795.09
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	23,795.09	
			FUND TOTAL	23,795.09	23,795.09
301 CAPITAL CONSTRUCTION FUND	2019 7	244	07/24/2019		
301-130000			DUE TO/FROM CLEARING		267,315.65
301-213000			ACCOUNTS PAYABLE	267,315.65	
			FUND TOTAL	267,315.65	267,315.65
401 WATER OPERATING FUND	2019 7	244	07/24/2019		
401-130000			DUE TO/FROM CLEARING		119,415.04
401-213000			ACCOUNTS PAYABLE	119,415.04	
			FUND TOTAL	119,415.04	119,415.04
402 SEWER OPERATING FUND	2019 7	244	07/24/2019		
402-130000			DUE TO/FROM CLEARING		15,496.45
402-213000			ACCOUNTS PAYABLE	15,496.45	
			FUND TOTAL	15,496.45	15,496.45
403 STORM & SURFACE WATER FUND	2019 7	244	07/24/2019		
403-130000			DUE TO/FROM CLEARING		3,039.92
403-213000			ACCOUNTS PAYABLE	3,039.92	
			FUND TOTAL	3,039.92	3,039.92
407 BUILDING & DEVELOPMENT FUND	2019 7	244	07/24/2019		
407-130000			DUE TO/FROM CLEARING		14,992.37
407-213000			ACCOUNTS PAYABLE	14,992.37	
			FUND TOTAL	14,992.37	14,992.37
631 CLEARING FUND	2019 7	244	07/24/2019		

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
631-130000				DUE TO/FROM CLEARING	619,572.40	
631-213000				ACCOUNTS PAYABLE	10,914.98	
635-111100				CASH		630,487.38
				FUND TOTAL	630,487.38	630,487.38
650 AGENCY FUND	2019 7	244	07/24/2019			
650-130000				DUE TO/FROM CLEARING		748.50
650-213000				ACCOUNTS PAYABLE	748.50	
				FUND TOTAL	748.50	748.50
901 CITY-WIDE REPORTING FUND	2019 7	244	07/24/2019			
901-130000				DUE TO/FROM CLEARING		1,626.28
901-213000				ACCOUNTS PAYABLE	1,626.28	
				FUND TOTAL	1,626.28	1,626.28

07/17/2019 10:34 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		160,804.88
101	STREET FUND		12,338.22
104	CIVIC IMPROVEMENT FUND		23,795.09
301	CAPITAL CONSTRUCTION FUND		267,315.65
401	WATER OPERATING FUND		119,415.04
402	SEWER OPERATING FUND		15,496.45
403	STORM & SURFACE WATER FUND		3,039.92
407	BUILDING & DEVELOPMENT FUND		14,992.37
631	CLEARING FUND	619,572.40	
650	AGENCY FUND		748.50
901	CITY-WIDE REPORTING FUND		1,626.28
	TOTAL	619,572.40	619,572.40

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, July 2, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[CCMIN 070219 STUDY SESSION](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY COUNCIL STUDY SESSION
TUESDAY, JULY 2, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:00 p.m. in Council Chambers.

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

2) EXECUTIVE SESSION

2.A 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 Medina adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 6:03 p.m. Council returned from executive session at 6:31 p.m., and Mayor Medina re-convened the meeting at 6:32 p.m.

3) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Councilmember Schneider seconded to approve the agenda as presented. The motion was approved by unanimous consent.

Mayor Medina noted that Councilmembers who are the subject of an Ethics complaint will recuse themselves from any vote.

4) MAYOR'S REPORT

Mayor Medina mentioned that there will be no City Council meeting on July 30, 2019, and the August 6, 2019 meeting will be held.

5) **NEW BUSINESS**

5.A Discussion of Advisory Opinions and Determinations Issued by the Ethics Board

Cover Page

Memo - Procedure for City Council Review of Advisory Opinions and Determinations Issued by the Ethics Board

2019-09 - Advisory Opinion and Related Materials

2019-08 - Advisory Opinion and Related Materials

2019-06 - Advisory Opinion and Related Materials

2019-05 - Advisory Opinion/Determination and Related Materials

2019-04 - Advisory Opinion and Related Materials

2019-03 - Advisory Opinion and Related Materials

2019-02 - Advisory Opinion and Related Materials

2018-08 - Advisory Opinion and Related Materials

2018-07 - Advisory Opinion and Related Materials

2018-06 - Advisory Opinion and Related Materials

2018-05 - Advisory Opinion and Related Materials

2018-04 - Determination and Related Materials

2018-03 - Advisory Opinion and Related Materials

2018-02 - Advisory Opinion and Related Materials

2018-01 - Determination and Related Materials

Mayor Medina introduced the agenda item. Mayor Medina suggested that Council not discuss the opinions requested by a Council member about themselves. Council concurred, but Councilmember Peltier requested that Council discuss 2019-04, and Councilmember Nassar requested that Council discuss 2018-06. Council agreed to remove 2019-06, 2019-03, 2018-08, and 2018-07 from the discussion. Council also agreed not to discuss 2018-01 and 2018-03.

Mayor Medina provided background information on 2019-09 and 2019-08. Council discussed the complaints.

Councilmember Peltier expressed concerns about the advisory opinion issued in connection with 2019-04. Council discussed 2019-04.

Mayor Medina provided background information on 2019-02. Councilmember Nassar spoke about due process issues in connection with 2019-02. Council discussed 2019-02 and the issues raised by Councilmember Nassar. Councilmember Nassar will consider a possible remand of 2019-02.

Councilmember Nassar expressed concerns with 2018-06. Council discussed 2018-06 and her concerns.

Mayor Medina provided background information on 2018-05. Councilmember Peltier spoke about 2018-05. Council decided not to re-consider 2018-05.

Mayor Medina provided background information on 2018-02. Council discussed 2018-02.

Mayor Medina adjourned the meeting for a break at 8:53 p.m. and re-convened the meeting at 9:00 p.m.

Mayor Medina provided background information on 2018-04. Councilmember Peltier spoke about 2018-04, and Council discussed the complaint.

MOTION: Councilmember Deets moved to dismiss the complaint.

Deets/Tirman: The motion carried, 6 – 0.

AYES: Sarah Blossom, Rasham Nassar, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

NOES: None

ABSENT: None

ABSTAIN: Ron Peltier

Mayor Medina provided background information on 2019-05. Councilmember Peltier responded to the complaint. Council discussed the complaint.

AMENDED MOTION: I move that we should reprimand Councilmember Peltier for the Article I violations found by the Ethics Board in Case #2019-05.

Tirman/Deets: The motion carried, 5 – 1.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

NOES: Rasham Nassar

ABSENT: None

ABSTAIN: Ron Peltier

Council discussed the Article II portion of 2019-05. Councilmember Peltier responded to the Article II portion of the complaint.

MOTION: I move to dismiss the Article II complaint of 2019-05.

Deets/Nassar: The motion carried, 6 – 0.

AYES: Sarah Blossom, Rasham Nassar, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

NOES: None

ABSENT: None

ABSTAIN: Ron Peltier

Council discussed further action.

6) FUTURE COUNCIL AGENDAS

6.A Future Council Agendas

[Cover Page](#)

[City Council Regular Business Meeting July 9, 2019.pdf](#)

[City Council Study Session July 16, 2019.pdf](#)

[City Council Regular Business Meeting July 23, 2019.pdf](#)

Councilmember Peltier asked to schedule a discussion of the Green Building Code for a study session. Council requested an update on the Green Building plan from staff.

Councilmember Peltier asked to discuss an amendment to the Design Review Board's work plan to review the Design Review Board's description in the Bainbridge Island Municipal Code. Council authorized the Design Review Board to suggest an update for Council consideration.

7) **FOR THE GOOD OF THE ORDER**

Councilmember Deets suggested increasing the membership of the Ethics Board to seven members and requiring that two members have served as public officials.

Deputy Mayor Tirman resigned as liaison to the Race Equity Task Force in order to reduce the number of liaisons to two.

Deputy Mayor Tirman provided an update on 550 Madison.

8) **ADJOURNMENT**

Mayor Medina adjourned the meeting at 10:36 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, July 9, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[CCMIN 070919 BUSINESS](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JULY 9, 2019

MEETING MINUTES

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

Mayor Medina called the meeting to order at 6:00 p.m. in Council Chambers.

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

2) EXECUTIVE SESSION

2.A 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 Medina adjourned the meeting to an executive session at 6:01 p.m. pursuant to RCW 42.30.110(1)(i). Council returned from executive session at 6:22 p.m., and Mayor Medina re-convened the meeting at 6:23 p.m.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Nassar moved and Councilmember Deets seconded to approve the agenda as presented. The motion was approved by unanimous consent. There were no conflicts of interest disclosed.

4) PUBLIC COMMENT

Pete Brady spoke about youth mental health.

Patti Dusbabek spoke about the Farmer's Market sign and the M & E property.

Stan Rein spoke about Article I of the Ethics Program and advisory opinions.

Dan Taylor spoke against the reduction in speed on Fletcher Bay.

5) MAYOR'S REPORT

Mayor Medina stated that there will be no Council meeting on July 30, 2019 and the August 6, 2019 Council meeting will take place as scheduled.

6) CITY MANAGER'S REPORT

City Manager Smith mentioned the upcoming Ward meetings, an opportunity for Shoreline Master Program public comment at the Planning Commission meeting on Thursday, July 11, 2019, collection of flares and fireworks by the Bainbridge Island Police Department, and an upcoming Washington State Ferry schedule change.

7) UNFINISHED BUSINESS

7.A Discussion of Process for Moving Forward with Amending the Ethics Program - Mayor Medina [Cover Page](#)

Mayor Medina introduced the agenda item. City Attorney Levan responded to public comment on Article I of the Ethics Program.

Public Comment

Sal DeRosalia spoke about the need to clarify the process.

Stan Rein spoke about the February 5, 2019 motion.

Council discussed the topic.

MOTION: I move to direct the Deputy City Attorney to bring back to us a draft revision to the Ethics Program that maintains the Ethics Board in its current role in relation to folks asking for opinions about their own behavior and changes the Article II process so that the Ethics Board is retained in its current role with modifications and their determinations go directly to a Hearing Examiner.

Deets/Blossom: The motion carried, 6 – 1.

AYES: Sarah Blossom, Ron Peltier, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina

NOES: Rasham Nassar

ABSENT: None

ABSTAIN: None

Council discussed next steps regarding Article I complaints. Council will discuss the topic further at the next business meeting on July 23, 2019.

7.B Request for Proposals for 2020 Lodging Tax Projects - Executive [Cover Page](#) [2020_LTAC_RFP_-for_CC 07092019](#) [LTAC Presentation for CC 9 July 2019](#) [MRSC - Lodging Tax \(Hotel-Motel Tax\)](#)

Deputy City Manager Schroer provided a presentation on the agenda item.

Public Comment

Patti Dusbabek spoke against the process.

Sal DeRosalia spoke against the process.

MOTION: I move to forward approval of this Request for Proposals for 2020 Lodging Tax Projects to the July 23, 2019 Consent Agenda.

Nassar/Deets: The motion carried, 6 – 1.

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

NOES: Sarah Blossom

ABSENT: None

ABSTAIN: None

7.C Potential City Proposal for Lodging Tax Advisory Committee (LTAC) Funds - Executive

[Cover Page](#)

[Wayfinding for CC 7_9_19.doc](#)

Public Works Director Loveless introduced the agenda item.

Public Comment

Patti Dusbabek spoke about the project.

MOTION: I move to direct City staff to develop a proposal that staff will bring back to the City Council for review and approval before submitting in Fall 2019 for 2020 LTAC funding.

Nassar/Schneider: The motion carried unanimously, 7 – 0.

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

NOES: None

ABSENT: None

ABSTAIN: None

7.D Police and Municipal Court Funding Approach Decisions - Executive

[Cover Page](#)

[Police-Municipal Court for CC July 09, 2019 Update for Packet](#)

[MRSC - Types of Municipal Debt](#)

[Draft Schedule 2019 LTGO and Refunding](#)

City Manager Smith introduced the agenda item. Deputy City Manager Schroer provided a presentation on the topic, and Council discussed the funding approach.

Public Comment

Patti Dusbabek inquired about bond rates.

MOTION: I move to direct City staff to proceed with a planning assumption of \$8.0 million in long-term debt and \$12.0 million in existing City funds for the Police/Court Building project.

Tirman/Schneider: The motion carried, 5 – 2.

AYES: Sarah Blossom, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina

NOES: Ron Peltier, Rasham Nassar
ABSENT: None
ABSTAIN: None

MOTION: I move to direct City staff to prepare for issuance of \$8 million in Councilmanic debt for the Police/Court project.

Tirman/Blossom: The motion carried, 5 – 2.

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

Deputy City Manager Schroer provided information on the timeline for next steps.

7.E Ordinance No. 2019-18 Correcting an Error in Ordinance No. 2019-14 Regarding Sewer Utility Fees - Public Works

[Cover Page](#)

[Ordinance No. 2019-18 correcting Ord 2019-14](#)

[FCS Rate Study Page 21.pdf](#)

Public Works Director Loveless introduced the agenda item.

MOTION: I move to approve Ordinance No. 2019-18 correcting an inadvertent error in Ordinance No. 2019-14 regarding sewer utility fees.

Nassar/Schneider: The motion carried unanimously, 7 – 0.

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

7.F Sustainable Transportation Project Professional Services Agreement - Public Works

[Cover Page](#)

[Sustainable Transportation Plan_PSA Scope of Work_20190626.pdf](#)

[Sustainable Transportation Plan_PSA Budget_20190626.pdf](#)

[CC_Sustainable_Transportation_Proposal_.pdf](#)

Public Works Engineering Project Manager Epstein introduced the agenda item. Council discussed the agreement.

MOTION: I move to authorize the City Manager to prepare and execute a Professional Services Agreement with Nelson Nygaard for preparing the proposed scope of work for the sustainable transportation project for the budget described with this agenda item.

Tirman/Deets: The motion carried unanimously, 7 – 0.

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

ABSENT: None

ABSTAIN: None

8) NEW BUSINESS

8.A Interlocal Agreement for Navigator Behavioral Health Support - Police

[Cover Page](#)

[Navigator Services ILA](#)

[Poulsbo Navigator Policy - Updated 03.01.2019](#)

Interim Police Chief Horn introduced the agenda item. Council asked that data on the program be provided at a future meeting.

MOTION: I move to forward the Navigator Services ILA with the City of Poulsbo for approval with the July 23, 2019 Consent Agenda.

Nassar/Deets: The motion carried unanimously, 7 – 0.

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

NOES: None

ABSENT: None

ABSTAIN: None

8.B Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program - Finance

[Cover Page](#)

[Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program](#)

[TBD Vehicle License Fee Rebate Program Summary](#)

[Vehicle License Fee Rebate Application Form](#)

Senior Financial Analyst Logghe introduced the agenda item.

MOTION: I move to forward Resolution No. 2019-23 for approval with the July 23, 2019 Consent Agenda.

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

Deputy Mayor Tirman proposed discussing agenda item 8.H next due to audience interest.

8.H [Moved] Resolution No. 2019-22, Supporting a County-Wide Ban on the Aerial Spray of Glyphosate and Stating the City's Intent to Pursue a Ban on the General Use and Sale of Glyphosate on Bainbridge Island - Councilmember Nassar

[Cover Page](#)

[Resolution No. 2019-22 Supporting Ban on Aerial Spraying of Glyphosate](#)

Councilmember Nassar introduced the agenda item.

Public Comment

Pam Kealy spoke in favor of the resolution.

Margaret Tuft spoke in favor of the resolution.

MOTION: I move to forward Resolution No. 2019-22 for approval with the July 23, 2019 Consent Agenda.

Nassar/Peltier: The motion carried unanimously, 7 – 0.

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

NOES: None

ABSENT: None

ABSTAIN: None

Deputy Mayor Tirman left the meeting at 8:38 p.m.

8.C 2019 Chip Seal Project Contract Award - Public Works

[Cover Page](#)

[2019 Chip Seal Map](#)

Public Works Director Loveless introduced the agenda item.

Deputy Mayor Tirman re-joined the meeting via conference call.

MOTION: I move to forward the 2019 Chip Seal project contract award for further consideration as part of the July 23, 2019 Unfinished Business Agenda.

Schneider/Deets: The motion carried unanimously, 7 – 0.

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

NOES: None

ABSENT: None

ABSTAIN: None

8.D Olympic Drive Design Professional Services Agreement Amendment No. 1 - Public Works

[Cover Page](#)

[Amendment No. 1 to PSA with MIG SvR Design](#)

[Exhibit A to Amendment No. 1](#)

[Original PSA With MIG SvR Design - Executed April 15, 2019](#)

Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward Amendment No. 1 to the Professional Services Agreement with MIG SvR Design for approval with the July 23, 2019 Consent Agenda

Blossom/Nassar: The motion was approved by unanimous consent.

8.E Municipal Court Lease Extension - Public Works

[Cover Page](#)

[Amendment No. 2 to the Commercial Lease Agreement for the Municipal Court Building](#)

Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward Amendment No. 2 to the Lease for the Current Municipal Court Building for approval with the July 23, 2019 Consent Agenda.

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

8.F Biosolids Contract - Public Works

[Cover Page](#)

[Staff Memo](#)

[Proposed Contract for Biosolids Hauling Services](#)

[Biosolids RFP](#)

MOTION: I move to forward the contract with King County and Boulder Park, Inc. for the City's biosolids disposal, rejection of the May 2019 Request for Proposals for Biosolids Hauling and Beneficial Use, and waiver of procurement manual policy regarding purchased services for further consideration as part of the July 23, 2019 Unfinished Business Agenda.

Blossom/Deets: The motion was approved by unanimous consent. Councilmember Nassar was absent from Council Chambers for the vote.

8.G Police Vehicle Procurement - Public Works

[Cover Page](#)

[POLICE Vehicle DES WA Specifications](#)

Public Works Director Loveless introduced the agenda item.

MOTION: I move that the City Council forward the Police Vehicle Procurement with the Washington State Department of Enterprise Services in the amount of \$212,420.64 and related approval of an exemption for police vehicles for emergency response under RCW 43.19.648 for approval with the July 23, 2019 Consent Agenda.

Blossom/Peltier: The motion was approved by unanimous consent. Councilmember Nassar was absent from Council Chambers for the vote.

8.I Authorization to Engage Outside Legal Counsel to Pursue Prescription Opiate Litigation - Executive

[Cover Page](#)

[Keller Rohrback Engagement Agreement - FORM](#)

City Attorney Levan introduced the agenda item.

MOTION: I move to authorize the City Manager and/or the City Attorney to engage Keller Rohrback LLP to represent the City of Bainbridge Island in prescription opiate litigation and to execute a contingency fee agreement and related documents necessary to effectuate that litigation on behalf of the City.

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

9) CONSENT AGENDA

9.A Agenda Bill for Consent Agenda

[Cover Page](#)

9.B Accounts Payable and Payroll

[Cover Page](#)

[Report to Council of Cash Disbursements 07-10-19.pdf](#)

[Payroll.pdf](#)

Accounts Payable: check number 350902 from previous run = \$508.72; manual check number sequence 350903 – 350907 = \$ 53,940.98; EFT check number 345 = \$9,604.45; ACH 346 – 347 = \$5451.98; regular run check sequence 350908 – 351005 = \$243,236.22. Total disbursement = \$316,933.27.

Payroll: normal direct deposit check sequence 045145 – 045278 = \$ 311,103.87; regular payroll check sequence 109018 – 109025 = \$ 8,335.06; vendor check run sequence 109026 – 109038 = \$ 325,102.72; Federal Tax Electronic Funds Transfer = \$ 127,104.69; ACH \$237.50; miscellaneous check number 109309 = \$149.67; vendor check number 109040 = \$35.67. Total disbursement = \$ 773,500.91.

9.C City Council Regular Business Meeting Minutes, June 11, 2019

[Cover Page](#)

[CCMIN 061119 BUSINESS.pdf](#)

9.D City Council Study Session Minutes, June 18, 2019

[Cover Page](#)

[CCMIN 061819 STUDY SESSION.pdf](#)

9.E City Council Regular Business Meeting Minutes, June 25, 2019

[Cover Page](#)

[CCMIN 062519 BUSINESS.pdf](#)

9.F Water and Sewer Telemetry Upgrade Professional Services Agreement - Public Works

[Cover Page](#)

[Water and Sewer Telemetry Upgrade PSA](#)

MOTION: I move to approve the Consent Agenda as presented.

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

Deputy Mayor Tirman left the conference call.

10) COMMITTEE REPORTS

10.A Committee Reports

[Cover Page](#)

[Marine Access Committee April 8, 2019 Minutes](#)

[Marine Access Committee May 13, 2019 Minutes](#)

[Utility Advisory Committee May 8, 2019 Minutes](#)

[Utility Advisory Committee May 22, 2019 Minutes](#)

[Utility Advisory Committee June 12, 2019 Minutes](#)

10.B Regional Committee Reports by Council Member Liaisons - Mayor Medina

[Cover Page](#)

Mayor Medina provided an update on Housing Kitsap and 550 Madison.

11) FOR THE GOOD OF THE ORDER

Councilmember Nassar inquired about a covered roof for the Farmer's Market. Council directed staff to proceed with the project and return to Council with an update.

Mayor Medina mentioned a technical issue with watching Council meetings on mobile devices.

12) ADJOURNMENT

Mayor Medina adjourned the meeting at 9:14 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Request for Proposals for 2020 Lodging Tax Projects - Executive,

STRATEGIC PRIORITY: Vibrant Economy

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The City of Bainbridge Island annually solicits proposals for eligible projects to receive funding from the City's Civic Improvement Fund. Attached for Council review and consideration is a draft Request for Proposals for 2020 funding. The City Council appoints members to the Lodging Tax Advisory Committee (LTAC), which reviews project proposals and provides the City Council with recommendations on project funding.

The May 28 Council meeting included a discussion of the criteria to be used by the committee in evaluating project proposals. Staff have drafted updated criteria and eligibility for Council review at tonight's meeting.

FISCAL IMPACT:

Amount:	\$275,000
Ongoing Cost:	
One-Time Cost:	\$275,000
Included in Current Budget?	No

BACKGROUND:

The City of Bainbridge Island annually solicits proposals for eligible projects to receive funding from the City's Civic Improvement Fund. The City Council appoints members to the Lodging Tax Advisory Committee (LTAC), which reviews project proposals and provides the City Council with recommendations on project funding.

For 2020, the City proposes to award a total of \$275,000 in funding for eligible projects related to tourism marketing, marketing and operations of special events or festivals, the operation of tourism related facilities, and capital expenses for tourism related facilities. This is an increase over the amount awarded in 2019 of \$262,000 and is feasible due to the higher than forecast revenues in 2018 and year-to-date in 2019.

With the Council's approval, the City will issue the Request for Proposals (RFP) in July 2019 for project activities in 2020. The Lodging Tax Advisory Committee will meet in September and October to review proposals and provide a funding recommendation for Council consideration. The proposed 2020 RFP, updated after the discussion on May 28, is provided for Council review and discussion. The highlighted text in the RFP and the PowerPoint presentation shows added and new eligibility criteria as suggested by the Council at its May 28 meeting.

ATTACHMENTS:

[2020 LTAC RFP -for CC 07092019](#)

[LTAC Presentation for CC 9 July 2019](#)

[MRSC - Lodging Tax \(Hotel-Motel Tax\)](#)

FISCAL DETAILS:

The lodging tax, also referred to as the hotel-motel tax, is a consumer tax on lodging charges. The State of Washington provides guidance for eligible uses of these funds, as well as for how the funds are awarded. Additional information is provided in the attached explanatory material from MRSC.

Each year since 2011, the amount of revenue received by the City of Bainbridge Island from this revenue source has increased. Over the past three years, the average amount of revenue received was \$240,000.

The recommended award for 2020 is \$275,000 which is higher than the amount of funding provided in 2019 (\$262,000). The increase is supported by higher than budgeted revenue that was received in 2018 and year-to-date forecasts for 2019. It is the City's practice to award an amount of total funding that is fully supported by the prior year's fund balance. This allows a lead time to adjust in the event of any significant downturns in this revenue stream.

Fund Name(s): Other

Coding:



CITY OF BAINBRIDGE ISLAND

REQUEST FOR PROPOSALS 2020 LODGING TAX / TOURISM FUND (CIVIC IMPROVEMENT FUND)

The City of Bainbridge Island is seeking proposals for projects to receive funding under the Civic Improvement Fund, which is established through Chapter 67.28 of the Revised Code of Washington (“RCW”) and Section 3.65.040 of the Bainbridge Island Municipal Code. Proposals must be for tourism marketing projects, marketing and operations of special events or festivals, the operation of eligible tourism-related facilities,¹ or capital expenses for an eligible tourism-related facility.²

For 2020, there are approximately \$275,000 in Civic Improvement funds (also known as Lodging Tax funds) available for distribution to support selected projects. The City Council has approved funding within a wide range, to encourage innovative projects of all sizes that recognize and promote the exciting – and expanding – tourism trends and opportunities happening on Bainbridge Island. Applicants may seek a minimum award of \$2,000 and a maximum award of \$137,500 (to reflect 50% of total available funds).

Funds must be used for: tourism marketing; marketing and operations of special events and festivals designed to attract tourists; operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or operations of tourism-related facilities owned or operated by nonprofit organizations. The City does not make multi-year commitments with Lodging Tax funds; however, service providers are not limited to nor are applicants prohibited from making repeat annual requests of a similar nature.

Successful applicants will be required to enter into a professional services agreement with the City to provide the services or products outlined in their proposals. Payment by the City will be made only when documentation of delivery of contracted services or products is provided to the City. The City will not provide payment in advance of delivery of goods or services.

All project activities must be identified in promotional and other business materials as having been funded by the City of Bainbridge Island Civic Improvement Fund.

¹ To be eligible for *operating* expenses, the tourism-related facility must be owned or operated by a municipality, or a public facilities district, or a nonprofit recognized by the Internal Revenue Service under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6). See, RCW 67.28.1816.

² To be eligible for *capital* expenses, the tourism-related facility must be owned or operated by a municipality or a public facilities district. See, RCW 67.28.1816.

Project and Applicant Eligibility

- Applicants seeking funding for capital expenditures for a tourism-related facility must be a municipality or a public facilities district created under Chapters [35.57](#) and [36.100](#) RCW.
- Applicants seeking funding for operating expenditures for a tourism-related facility must be a municipality or a public facilities district, or be recognized by the Internal Revenue Service as a nonprofit under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6).
- Applicants, other than municipalities or a public facilities district, must be registered with the Washington Secretary of State as a Washington State Corporation.
- Individual persons are not eligible for funding.
- For-profit, private businesses are not eligible for funding.
- Proposals must comply with federal, state, and City of Bainbridge Island laws and requirements.
- Funding may be used for expenses incurred during January 1 – December 31, 2020. Funding requests for goods or services to be provided in 2019 or beyond calendar year 2020 will not be considered.
- Proposals from non-City organizations with a board member, officer, or staff member serving on the Lodging Tax Advisory Committee are not eligible for funding and will not be considered.
- Proposals involving special events, signs, building or construction, impacts to public property, or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities, and incorporated permit fees in the project budget.
- Applicants seeking funding should be aware that, starting with the 2021 award cycle, applicants may not receive funding for the same activity more than three (3) years in a row.

Policy Background

Bainbridge Island Municipal Code – [Section 3.65.040 Civic Improvement Fund](#)

[Revised Code of Washington \(RCW\) Chapter 67.28 RCW](#) – PUBLIC STADIUM, CONVENTION, ARTS, AND TOURISM FACILITIES

Definition of Terms (Per RCW 67.28.080)

“Operation” includes, but is not limited to, operation, management, and marketing.

“Tourism” means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

“Tourism promotion” means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

“Tourism-related facility” means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Application Requirements

- Each proposal must **ADDRESS AND REFERENCE** the questions listed on the attached LTAC 2020 Proposal Form **IN THE ORDER IN WHICH THEY APPEAR**.
- Proposal must be presented in minimum 11-point font and may not exceed ten pages in total length (including the Cover Sheet).
- The City will only accept proposals in electronic format. **Proposals must be submitted as a single document that includes a Cover Sheet and any attachments, preferably using a pdf format.** Submit the proposal via email to:

cityadmin@bainbridgewa.gov

- Proposals are due **no later than 4:00 pm, Monday, September 16, 2019**. Late proposals will not be accepted. Applicants are solely responsible for ensuring that proposals are submitted and received on time.
- Each selected Service Provider (i.e., Lodging Tax funding recipient) will be required to submit to the City a final report on project results by January 29, 2021. **Per RCW 67.28.1816, and the reporting guidelines provided by the Washington State Joint Legislative Audit and Review Committee (JLARC), final reports must include the following information related to the activity:**

The projected and actual data for each of the following categories:

- a) Overall attendance for the activity;*
- b) The number of people who traveled more than 50 miles to attend the activity;*
- c) The number of people from outside the state or outside the country who attended the activity;*
- d) The number of people who attended the activity and paid for overnight lodging;*
- e) The number of people who attended the activity without paying for overnight lodging, and*
- (f) Total number of paid lodging nights (one lodging night = one or more persons occupying one room for one night).*

Additional information is available via JLARC's "[Instructions For Reporting Lodging Tax Expenditures](#)" document. See also the City's [Lodging Tax Advisory Committee](#) webpage to view JLARC data from prior years.

Review Process

Lodging Tax Advisory Committee (LTAC) Appointed by the Council on June 25, 2019

Rasham Nassar , Chair	City Councilmember
Matt Tirman , Vice-chair, non-voting	City Councilmember
Nancy Fortner	Eligible lodging business representative
Susie Burdick	Eligible recipient organization representative
Dominique Cantwell	Eligible recipient organization representative
John Dinsmore	Eligible lodging business representative

Proposals will be provided to the City's Lodging Tax Advisory Committee (LTAC) for review and comment. Applicants will have an opportunity to meet with the LTAC to provide additional information about their proposals, at a time and date to be identified by the committee. Applicant participation in this LTAC briefing is not mandatory but is strongly encouraged. The format for this briefing will be determined by the committee and applicants will be notified in advance of any particulars related to presentation materials, format, and time allowed.

All meetings of the LTAC will be open to the public, and advance notification of LTAC meetings will be provided by the City Clerk.

The LTAC will provide its recommendation for 2020 awards to the City Council for a final funding decision. The committee recommendation will include a list of candidate projects and recommended amounts of funding, which the City Council will consider for final approval.

Selection Criteria

The LTAC will use the following criteria in evaluating project proposals. Other relevant factors, such as availability of funds, may also guide the decision process.

Lodging Fund Project Evaluation – Basic Criteria

- A. Encourages tourism from visitors traveling more than 50 miles and from visitors traveling from outside Washington State or outside the country.
- B. Expected impact on increase in overnight stays in paid accommodations on the island.
- C. Expected increase in tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- D. Potential to draw visitors to the Island and increase overnight stays during the off-season, October 1 until Memorial Day.
- E. Applicant's demonstrated history of organizational and project success, including but not limited to previous LTAC-funded projects.
- F. Project reflects partnerships with other organizations and businesses, to encourage cooperative tourism marketing and minimize duplication of services.
- G. Project reflects innovative use of LTAC funds.
- H. Proposals for events that will generate an expected increase in tourism are encouraged.
- I. Proposals for capital projects are encouraged.
- J. Project goals and/or results can be objectively assessed.
- K. Project will leverage award funds with additional matching funds or donated in-kind goods or services.

**CITY OF BAINBRIDGE ISLAND
2020 LODGING/TOURISM FUND PROPOSAL
COVER SHEET**

Project Name:

Name of Applicant Organization:

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) Status and Tax ID Number:

Date of Incorporation as a Washington State Corporation and UBI Number:

Primary Contact:

Mailing Address:

Email(s): _____

Day phone: _____ Cell phone: _____

Please indicate the type of project described in your proposal:

✓	Project Type
☐	Tourism marketing
☐	Marketing and operations of special events and festivals designed to attract tourists
☐	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
☐	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility:

LODGING/TOURISM FUND APPLICATION

Applicant Information

Please respond to each of these questions in the order listed. If the proposal includes multiple partners, please include the requested information for each organization.

1. Describe the applicant organization's mission, history, and areas of expertise. Describe the applicant's experience in tourism promotion on Bainbridge Island and its demonstrated ability to complete the proposed project.

Alternate question for event or facility funding:

Describe the event or facility proposed including its purpose, history, and budget. Include past attendance history, if applicable, and estimate the number of tourists drawn to the event or facility/year. Please estimate total attendance and the number of tourists estimated to attend for 2020. How has the activity been promoted in the past (if applicable) and what promotion is planned for 2020?

2. If appropriate, please identify any project partners and briefly describe the involvement of each. Please note that the maximum award of \$137,500 will apply to any single project, even if proposed by a team of partners.
3. If appropriate, please list each project and amount of funding awarded and utilized from the Lodging Tax (Civic Improvement) Fund within the last five years (2015-2019).
4. If any previous projects by the applicant were funded through the Lodging Tax (Civic Improvement) Fund and were not completed and/or if reports were not submitted to the City as requested, please explain:

LODGING/TOURISM FUND APPLICATION

Project Information

1. Describe the proposed project.

- a. **Scope:** Identify the Project's main objectives and how each will be achieved. Be as specific as possible about the proposed services, measurable impacts, distribution method, and costs.
- b. **Budget:** Include a detailed budget for the proposed project with itemized expenses and income. Include the amount requested from the Lodging Tax Fund and identify other sources of funding anticipated or obtained, including matching funds, as well as any in-kind contributions necessary to complete the project.
- c. **Schedule:** Provide a project timeline that identifies major milestones.

If applicable, please describe the project's scalability. How would the project scope and budget be adjusted should the full amount of the LTAC funding request not be awarded? Please provide specifics.

2. Provide a brief narrative statement to address each of the selection criteria:

- a. Expected impact on increased tourism in 2020. Please provide specific estimates of how the project will impact the number of people traveling fifty miles or more to Bainbridge Island for the activity, or who will travel from another country or state outside of Washington State to attend the activity. If appropriate, compare/contrast this impact to the actual or estimated number of tourists at your event/facility in 2018 and estimates for 2019.
- b. Expected impact on, or increase in, overnight stays on the island. Please include actual or estimated numbers of tourists who will stay overnight in paid accommodations in Bainbridge Island lodging establishments in 2020 as a result of the proposed activities. Please include the basis for any estimates.
- c. Projected economic impact on Bainbridge Island businesses, facilities, events, and amenities, including sales of overnight lodging, meals, tours, gifts, and souvenirs (helpful data may be found on the Washington State Department of Commerce website).
- d. The project's potential to draw visitors to the Island and increase overnight stays during the off-season, i.e., October 1 until Memorial Day.
- e. The applicant's demonstrated history of organizational and project success.
- f. Describe any partnerships with other organizations and businesses in the proposed project – including efforts to minimize duplication of services where appropriate and encourage cooperative marketing.
- g. Describe how this project is new to our community or reflects an innovative use of LTAC funds.
- h. Expected draw for the proposed event, in particular how it will both generate an expected increase in tourism and appeal to the community.
- i. If for a capital project, detail the project's expected impact on increased tourism.

- j. Describe the degree to which the project goals and/or results can be objectively assessed.
- k. Describe the degree to which the project will leverage award funds with additional matching funds or donated in-kind goods or services.

LODGING/TOURISM FUND APPLICATION

Supporting Documentation

1. Provide your organization's 2018 income/expense summary.
2. Provide your organization's 2019 budget and an estimate of actual 2019 revenue and expenses.
3. Letters of Partnership – Include letters from any partnering organizations committing to joint sponsorship of the application and specifying their intended activities.



RFP for 2020 Lodging Tax Projects

July 9, 2019

Planned Funding Level

- Plan for total 2020 awards of \$275,000
- Expect to award an amount fully supported by 2020 starting fund balance in the Civic Improvement Fund

2020 LTAC Awards

Tonight's Topics

- Confirm the requested updates to the selection criteria and eligibility
- Approve Request for Proposals (RFP) for issue in July

Requested Updates for 2020 Award Cycle

- Updates discussed at May 28 meeting
 - Clarify that, starting with awards for 2020, organizations may not receive funding more than three (3) years in a row
 - Promote innovative ideas
 - Incentivize events
 - Seek qualifying capital investments

2020 LTAC Criteria

- A. Encourages tourism from visitors traveling more than 50 miles and from visitors traveling from outside Washington State.
- B. Expected impact on increase in overnight stays in paid accommodations on the island.
- C. Expected increase in tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- D. Potential to draw visitors to the Island and increase overnight stays during the off-season, October 1 until Memorial Day.
- E. Applicant's demonstrated history of organizational and project success, including but not limited to previous LTAC-funded projects.

2020 LTAC Criteria (continued)

F. Project reflects partnerships with other organizations and businesses, to encourage cooperative tourism marketing and minimize duplication of services.

G. Project reflects innovative use of LTAC funds.

H. Proposals for events that will generate an expected increase in tourism are encouraged.

I. Proposals for capital projects are encouraged.

J. Project goals and/or results can be objectively assessed.

K. Project will leverage award funds with additional matching funds or donated in-kind goods or services.

2020 Award Cycle Eligibility

- Applicants must be a municipality, public facilities district, or registered with the Washington Secretary of State as a Washington State Corporation.
- Individual persons are not eligible.
- For-profit, private businesses are not eligible.
- Proposals from organizations with a board member, officer, or staff member serving on the LTAC are not eligible.
- Applicants seeking funding should be aware that, starting with the 2021 award cycle, applicants may not receive funding for the same activity more than three (3) years in a row.

General Timeline

- June 25 – Appoint LTAC members
- July 30 – Issue RFP
- August – Informational Meeting for Applicants
- Sept 16 – Proposals due to City
- Sep/Oct/Nov –
LTAC reviews proposals and develops funding recommendation for City Council consideration

Questions?

Discussion?

Requested Decision:

Consider authorization of
issuance of Request for
Proposals.



Lodging Tax (Hotel-Motel Tax)

This page provides an overview of the lodging tax, also known as the hotel-motel tax, that cities and counties in Washington State may charge to benefit tourism.

What is the Lodging Tax?

The lodging tax, also referred to as the hotel-motel tax, is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities.

How Can the Lodging Tax Revenues Be Used?

The guiding principle for the use of lodging taxes is that they must be used for activities, operations and expenditures designed to increase tourism. Specifically, lodging taxes can be used for:

- Tourism marketing;
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations ([RCW 67.28.1816](#)).

Note that, as of July 1, 2013, capital expenditures for tourism-related facilities owned by nonprofit organizations are no longer permitted expenditures of lodging tax funds.

If you are considering using lodging tax revenues to fund staff support of the Lodging Tax Advisory Committee, see MRSC's blog post on [Using Lodging Taxes for Staff Support of LTAC](#).

In addition, 2015 legislation ([SB 1223](#)) also allows cities and counties to (optionally) use lodging tax revenues to repay general obligation bonds ([RCW 67.28.150](#)) or revenue bonds ([RCW 67.28.160](#)) for affordable workforce housing within a half-mile of a transit station. The legislation does not grant additional bonding capacity or lodging tax resources but provides another option for the use of these limited resources. (King County has separate mandatory provisions requiring at least 75% of the revenues to be used for affordable housing and the arts beginning in 2021. However, these provisions do not apply to other local governments.)

What is Included in Tourism Marketing and Operations?

It includes activities defined as "tourism promotion" in state law ([RCW 67.28.080](#)).

- Advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists;

- Developing strategies to expand tourism;
- Operating tourism promotion agencies; and
- Funding the marketing or operation of special events and festivals designed to attract tourists.

What is a "Tourism-Related Facility"?

A tourism-related facility is a real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is (a) owned by a public entity, nonprofit organization (including a non-profit business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce) and (b) used to support tourism, performing arts, or to accommodate tourist activities ([RCW 67.28.080](#)).

What Kinds of Facilities Does this Include?

It depends. The guiding principle here is that the facilities should be used by tourists. So, for example, a municipal golf course would likely be a permitted expenditure in Chelan, where it probably would not be if it were in a residential neighborhood in Spokane. Each situation is unique.

Applications for Lodging Tax Funds

In counties or cities of at least 5,000 population, applications must be submitted directly to the lodging tax advisory committee (LTAC). In counties or cities of less than 5,000, applications are submitted to the county or city. The law is silent on how often the awards should be made. Some jurisdictions choose to make awards as part of their annual budget cycle. Others also make mid-year awards to account for unexpected increases or decreases in projected revenue.

Who Must Apply?

- Convention and visitors bureaus;
- Destination marketing organizations;
- Nonprofits, including main street organizations, lodging associations, or chambers of commerce;
- Municipalities - The State Auditor's Office is interpreting the law to mean that all users of funds, including municipalities, are considered applicants and must follow relevant application procedures. So, cities and counties should submit applications for their own projects to the LTAC.

What is Included in the Application?

All applications must include estimates of how funding the activity will result in increases to people staying overnight, travelling 50 miles or more, or coming from another state or country. To ensure this data is collected, jurisdictions should require this information on their lodging tax application forms.

There is no requirement that priority for funding be given to applicants expected to generate the most travelers, and lodging tax revenue may still be awarded to recipients who generate few of these types of travelers.

Examples of Funding and Application Guidelines

- [Mount Vernon 2017 Lodging Tax/Tourism Promotion Funding Application Guidelines and Information](#)

- [San Juan County 2017 Lodging Tax Facilities Grant Program](#)
- [Ocean Shores 2015 Lodging Tax Plan for Use and Application Information](#)

Examples of Applications for Lodging Tax Funds

- [Ellensburg Request for Proposals Lodging Tax Fund](#) (2017)
 - [Lacey Application for City of Lacey Lodging Tax Funds](#) (2019)
 - [Pacific County Lodging Tax Grant Application Packet](#) (2019)
 - [Wenatchee Application for Wenatchee Lodging Tax Funds](#) (2016)
-

Review and Selection of Applications

In a municipality of at least 5,000 population, the LTAC receives all applications for lodging tax revenue and recommends a list of candidates and funding levels to the municipality's legislative body for final determination. If a municipality under 5,000 chooses to establish a LTAC, they may, but do not have to, follow these requirements.

What Does the Municipality Do with the LTAC's Recommendations?

The legislative body "may choose only *recipients* from the list of candidates and recommended amounts provided by the local lodging tax advisory committee" ([RCW 67.28.1816\(2\)\(b\)\(ii\)](#), emphasis added). However, an [informal opinion from the Attorney General's Office](#) in 2016 states that the legislative body may award amounts different from the LTAC's recommended amounts, but only after satisfying the procedural requirements of [RCW 67.28.1817\(2\)](#). This requires the municipality to submit its proposed change(s) to the LTAC for review and comment at least forty-five days before final action is taken.

For more details, see our blog post on [Informal AG Opinion Clarifies Lodging Tax Awards](#).

Contracts with Recipients of Lodging Tax Funds

Because of the state constitutional gift of public funds prohibition, a city or county should enter into a contract with any private organization providing marketing services, operating special events or festivals, or any other tourist promotion activity. The contract should spell out the tourism-related services to be provided in exchange for city or county funding and what reports will be required. Also, any organization doing promotion on behalf of the city or county may only spend lodging tax funds on items that the city or county itself could fund. This prohibits, for example, any expenditures on promotional hosting.

Examples of Contracts for Services with Recipients of Lodging Tax Funds

- [Olympia Professional Services Agreement for Tourism Promotion \(Lodging Tax\) Services](#)
 - [Union Gap Old Town Days Agreement](#) (2011)
 - [Wenatchee Municipal Services Agreement Re: Lodging Tax Funded Activities](#) (2014)
-

Reporting Requirements

- All entities receiving lodging tax funds must provide information to their respective local government on their use of these funds as required by [RCW 67.28.1816](#). This includes local governments that directly use lodging tax funds for municipal purposes, such as municipal facilities or community events. Local governments will then, in turn, report this information annually to JLARC using their [on-line reporting system](#).
- Local governments should, as part of their contract with recipients, require that the report be provided immediately after the event or activity.
- The deadline for local governments to submit the annual data to JLARC is May 30 for the year ending the previous December 31.
- JLARC does *not* provide advice on how to estimate tourism impacts. Good faith estimates of actuals can be reported provided applicants and users of funds indicate how those estimates will be developed. All information (including descriptions of how actual impacts were estimated) will be available for public review.
- JLARC can be contacted for technical issues associated with the reporting portal by emailing jlarc@leg.wa.gov

Reference Sources

- [Instructions for Reporting Lodging Tax Expenditures](#) (February 2018)
- [2017 JLARC Lodging Tax Report: 2017 Lodging Tax Expenditures Update](#) (August 2018)
- [FAQs for Reporting Lodging Tax Expenditures](#) (February 2018)

Lodging Tax Advisory Committee (LTAC)

- This committee must have at least five members, appointed by the governing body.
- The committee membership must include at least two representatives of businesses that are required to collect the lodging tax, at least two people who are involved in activities that are authorized to be funded by this tax, and one elected city official who serves as chairperson of the committee. The statute also provides that a person who is eligible under the first category is not eligible for appointment under the second category, and vice versa.
- Organizations representing hotels and motels and organizations involved in activities that can be funded by this tax may recommend people for membership.
- The number of committee members from organizations representing the hotels and motels and the number from organizations involved in activities that can be funded must be equal.
- A city's committee may include a non-voting elected county official and vice-versa.
- The governing body must review the membership of the committee annually.

In addition to reviewing applications for the use of the lodging tax, what does the committee do?

Any proposal to impose a new lodging tax, raise the rate of an existing tax, repeal an exemption from the lodging tax, or change the use of the tax proceeds, must be submitted to the lodging tax advisory committee for review and comment.

- This submission must occur at least 45 days before final action will be taken on the governing body's proposal. Even if the committee finishes its work before the 45 days are up, the governing body still must wait 45 days.

- The committee's comments must include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and of the extent to which it will affect the long-run stability of the fund to which the hotel-motel taxes are credited.
- If the advisory committee does not submit comments before the time that final action is to be taken on the proposal, the governing may go ahead and take final action.

Examples of LTACs and Code Provisions

- [Kirkland Municipal Code Ch. 5.19](#) - Lodging Excise Tax
 - [Olympia Lodging Tax Advisory Committee](#)
 - [Port Townsend Municipal Code Ch. 2.74](#) - Lodging Tax Advisory Committee
 - [Kitsap County Lodging Tax Advisory Committee](#)
 - [San Juan County Lodging Tax Advisory Committee](#) - see also [San Juan County Code Sec. 3.16.030-.050](#)
-

What Are the Tax Rates?

Any county and most cities may impose a "basic" two percent tax under [RCW 67.28.180](#) on all charges for furnishing lodging at hotels, motels, and similar establishments (including bed and breakfasts and RV parks) for a continuous period of less than one month. This tax is taken as a credit against the 6.5 percent state sales tax, so that the total tax that a patron pays in retail sales tax and the hotel-motel tax combined is equal to the retail sales tax in the jurisdiction. In most cases, when a city and county both impose this tax, there is a credit for the amount of the city tax against the county tax so that two taxes are not levied on the same taxable event.

In addition, most counties and cities may levy an additional tax of up to two percent, for a total rate of four percent, under [RCW 67.28.181\(1\)](#). This "special" tax is not credited against the state sales tax. Therefore, if a county or city levies this additional tax, the total tax on the lodging bill will increase by two percent.

There are some exceptions established in [RCW 67.28.181\(2\)](#).

[RCW 67.28.181\(1\)](#) stipulates that this additional two percent tax may be levied as long as the total tax rate under [Ch. 36.100 RCW](#) (the public facilities district tax), [Ch. 82.08 RCW](#) (the state sales tax), [Ch. 82.14 RCW](#) (the city, county, and transit district sales taxes), [Ch. 67.28 RCW](#) (the hotel-motel tax chapter), and [Ch. 67.40 RCW](#) (the convention and trade center tax) does not exceed twelve percent. (Note that the sales tax rate for the Regional Transit Authority (Sound Transit) in portions of King, Pierce, and Snohomish counties is not included in making these calculations.) The limit for the total rate in Seattle is 15.2 percent, because the convention center tax is higher than in the rest of the county. This means that most cities in King County may only levy a one percent tax and Seattle cannot levy any tax.

Counties (including the cities within the county) and cities that had authority to levy a "special" tax before July 27, 1997 that allowed a total rate higher than four percent, had that rate grandfathered in by the 1997 legislation. Grays Harbor and Pierce counties are in this category, plus Chelan, Leavenworth, Long Beach, Bellevue, Yakima, and Winthrop.

Cities located in counties that had the authority to levy a total four percent tax county-wide before January 1, 1997⁵¹⁴ are limited to the "basic" two percent rate. This affects cities in Snohomish and Cowlitz counties.

Due to some unique circumstances, there was a period of time at the end of 1997 and beginning of 1998 when the outstanding taxing authority was six percent, rather than the four percent the legislature intended. During this time, Wenatchee and East Wenatchee raised their total tax to six percent. These rates were grandfathered in by the 1998 legislature.

Last Modified: April 23, 2019

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Interlocal Agreement for Navigator Behavioral Health Support - Police,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The Navigator program complements the Bainbridge Island Police Department's ongoing efforts to educate officers and help those with mental health issues navigate available resources outside the criminal justice system. In support of the program, the City pledged financial support in the amount of \$30,000 per year in the 2019/2020 adopted budget. The attached ILA with the City of Poulsbo identifies the parameters of the City's role in support of the program, both financially and otherwise, and outlines the Navigator services that Bainbridge Island will receive.

FISCAL IMPACT:

Amount:	\$60,000
Ongoing Cost:	\$30,000
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The Behavioral Health Outreach 'Navigator' Program is a multi-city, multi-agency criminal justice initiative facilitated and coordinated by the City of Poulsbo and supported by 1/10th of 1% Mental Health, Chemical Dependency, and Therapeutic Courts Grant funding.

The goal of the Program is to divert individuals with behavioral health disorders (mental illness or co-occurring substance abuse disorders) who have been charged with minor crimes, or are at risk of arrest, from the

criminal justice system. Under general supervision and at the direction of the Chiefs of Police, the mental health Navigator works with law enforcement to help contacted individuals navigate the services available to them.

ATTACHMENTS:

[Navigator Services ILA](#)

[Poulsbo Navigator Policy - Updated 03.01.2019](#)

FISCAL DETAILS:

The 2019/2020 adopted budget provides for \$30,000 per year in financial support of the program (in Public Safety).

Fund Name(s): General Fund

Coding: 53011212/541100

INTERLOCAL AGREEMENT AMONG THE CITIES OF BAINBRIDGE ISLAND AND POULSBO FOR PROVISION OF LAW ENFORCEMENT BEHAVIORAL HEALTH NAVIGATOR SERVICES

This Agreement is by and between the City of Poulsbo (“Poulsbo”) and the City of Bainbridge Island (“Bainbridge Island”) and is made and entered into pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, the undersigned cities hereto are public agencies as defined by Chapter 39.34, Revised Code of Washington, and are authorized to enter into joint or cooperative actions and to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, law enforcement agencies are often the first responders to those in behavioral health crises or with behavioral health conditions and who are in need of connection to services, thereby creating a demand upon the undersigned cities respective to resources and impacting the communities of the undersigned cities, both individually and jointly; and

WHEREAS, the City of Poulsbo Police Department has an established Behavioral Health Outreach Navigator Program which assists law enforcement in connecting individuals with behavioral health issues, who are identified as at-risk or in crisis, with treatment and other community resources, with the goal of diverting initial or further involvement in the criminal justice system; and

WHEREAS, the City of Bainbridge Island has determined that the cooperative utilization of the City of Poulsbo Police Department Behavioral Health Outreach Navigator Program would be of benefit to its Police Department and the community; and

WHEREAS, the City of Poulsbo agrees that the cooperative utilization of its Behavioral Health Outreach Program is of benefit to the City of Bainbridge Island, the City of Poulsbo, and their respective communities;

NOW THEREFORE, the City of Poulsbo and the City of Bainbridge Island, through their respective legislative bodies, do hereby agree as follows:

1. **SCOPE OF SERVICES.** Poulsbo Police Department (“PPD”) shall assign, as staffing levels permit, to the City of Bainbridge Island Police Department (“BIPD”) a Police Navigator (“Navigator”) from the Poulsbo Police Department Behavioral Health Outreach Navigator Program (“Program”). When providing services on Bainbridge Island under this Agreement, the Navigator will be physically housed in the Bainbridge Island Police Department and will work no more than 30 hours per week with BIPD, assisting law enforcement officers to connect individuals with behavioral health issues to treatment and other community services.
2. **NAVIGATOR ASSIGNMENT.** PPD shall ensure the Navigator has the appropriate and necessary qualifications, training and experience to provide the services under this Agreement and retains the sole authority to remove, replace or change the assigned Navigator to BIPD. However, PPD shall make reasonable attempts to avoid any significant disruptions to ongoing cases. BIPD shall provide to the Navigator and PPD a designated member of the BIPD Crisis Intervention Team, or other BIPD law enforcement officer who shall serve as the point of contact for the Navigator services and shall supervise the Navigator and the provision of related services while on-site, in collaboration with the PPD Administrative Services Manager.
 - a. The City of Poulsbo shall pay the salary, associated benefits and employment costs of the Navigator, with any overtime work needing prior approval by the PPD Administrative Services Manager.
 - b. The Navigator shall be considered an employee of the PPD, reporting to, and supervised by the PPD Administrative Services Manager. The Navigator will adhere to the policies and procedures of the PPD, including the Behavioral Health Navigator Program policies. Should an actual or perceived conflict arise regarding the responsibilities, policies, or delegated duties of the Navigator, BIPD shall promptly inform PPD.
 - c. The Navigator shall continue to have ongoing responsibilities with the PPD and may be required to provide navigator support, attend mandatory trainings, conduct

investigations or attend to other work-related matters for PPD or other partnered agencies, at the sole determination of PPD. Should BIPD wish for the Navigator to participate or attend any BIPD required meetings or trainings, BIPD shall seek authorization from the PPD Administrative Services Manager.

- d. PPD shall provide the Navigator with a cellular phone and laptop for the provision of the services in this Agreement, which shall remain the property of PPD.
- e. BIPD shall provide the necessary workspace and/or workstation in its Department which provides the Navigator at a minimum access to ILeads, or any replacement County-wide law enforcement records management system. The Navigator shall enter all contacts into ILeads or its successor, and through this Agreement are given the authorization to do so. Such entry shall be in accordance with the policies and procedures of the PPD.

3. **COSTS.**

- a. For calendar year 2019, the City of Bainbridge Island will remit a payment of Thirty Thousand Dollars (\$30,000) to the City of Poulsbo for services provided herein. Such payment shall be due upon full execution of this Agreement.
- b. For calendar year 2020, the City of Bainbridge Island shall pay the City of Poulsbo a total of Thirty Thousand Dollars (\$30,000) for all services provided under this Agreement, to be paid in four quarterly installments of Seven Thousand Five Hundred Dollars (\$7,500).
- c. Unless as especially provided for herein, all other costs for the services under this Agreement shall be borne by the City of Poulsbo.

4. **INSURANCE.** The cities shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member cities signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this Agreement.

5. **LIABILITY.** Each City shall be responsible for the wrongful or negligent actions of its employees while participating in the Navigator Program as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- a. To that end, each City promises to hold harmless and release all the other participating Cities from any loss, claim, or liability arising from or out of the negligent tortious actions or inactions of its employees, officers, and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
 - b. Nothing herein shall be interpreted to:
 - i. Waive any defense arising out of RCW Title 51.
 - ii. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
 - iii. Cover or require indemnification or payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

6. **PUBLIC RECORDS.** This Agreement does not establish a separate or independent legal entity subject to suit or to the Washington Public Records Act (PRA), Chapter 42.56 RCW. Accordingly, each party shall be responsible for retaining records it creates, owns or uses, in accordance with the applicable record retention laws. All public records requests shall be handled independently by the agency receiving the request in accordance with its own policies and state law.
7. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2019, and shall expire December 31, 2020, unless otherwise terminated per Section 8 of this Agreement.
8. **TERMINATION.** Either party may terminate this Agreement at any time without cause upon 30 days written notice to the other party. Termination during any calendar year shall not entitle Bainbridge Island to a reduction or refund with respect to funds already paid to Poulsbo, at the time notice of termination is given, for services under this Agreement. Termination of this Agreement shall not terminate paragraphs 4 or 5 hereof as to any incident arising prior to the termination of this Agreement and paragraphs 4 and 5 shall survive the termination of this Agreement with respect to any cause of action, claim, or liability arising on or prior to the date of termination.
9. **ADMINISTRATION.** This Agreement is executed in accordance with the authority of Chapter 39.34, the Interlocal Cooperation Act. The parties do not create through this Agreement a separate legal entity subject to suit or a separate fund. The Police Chiefs of PPD and BIPD, or their designees, will administer this Agreement for each party, and will meet each quarter, or as needed for the purpose of reviewing and discussing the operations and performance of the Navigator and the Navigator Program. Each party to this Agreement shall be responsible for its own budgeting.
10. **DISPOSAL OF PROPERTY.** No real or personal property will be jointly acquired or owned by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
11. **WRITTEN NOTICES.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service,

and shall be deemed sufficiently given if sent to the addressee at the address state in this Agreement or such other address as may be hereafter specified in writing.

For City of Poulsbo:

Chief Dan Schoonmaker
Poulsbo Police Department
200 NE Moe Street
Poulsbo, WA 98370

For City of Bainbridge Island

Interim Chief Jeffrey Horn
Bainbridge Island Police Department
280 Madison Ave N
Bainbridge Island, WA 98110

12. **SEVERABILITY.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
13. **WAIVER.** Failure to enforce any provisions of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.
14. **AMENDMENT.** This Agreement may only be amended by written agreement of all parties.
15. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws and administrative rules of the State of Washington. In the event of dispute, the venue for any action brought hereunder shall be in Kitsap County Superior Court.
16. **FILING.** This Agreement shall be filed with the County Auditor or listed by subject on each agency's website pursuant to RCW 39.34.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement,
this _____ day of _____, 2019.

CITY OF POULSBO

CITY OF BAINBRIDGE ISLAND

BECKY ERICKSON, MAYOR

MORGAN SMITH, CITY
MANAGER

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JAMES HANEY
CITY ATTORNEY

JOE LEVAN
CITY ATTORNEY

City of Poulsbo



BEHAVIORAL HEALTH NAVIGATOR PROGRAM POLICY

Updated March 1, 2019

I. PURPOSE

The City of Poulsbo Police Department Behavioral Health Navigator Program gives police access to a Behavioral Health Navigator (Police Navigator) who connects individuals with behavioral health needs to available services and resources. The Police Navigators may respond with officers to calls involving behavioral health issues when they occur and/or provide outreach to individuals after police contact. Police Navigators perform outreach to individuals who are at risk of entering or who have entered the criminal justice system. Police Navigators share information with officers that may assist them in the field.

Police Navigators will not provide assessments, case management, or clinical services. Nothing in this program description and/or policies are to supersede officer safety tactics or the policies of Poulsbo Police Department and its partnering agencies.

II. GOALS

The goals of the Behavioral Health Navigator Program are to:

- Connect individuals with behavioral health issues experiencing crisis or at risk of crisis to social services and treatment.
- Connect individuals with behavioral health issues who are at risk of arrest or who have been arrested to social services and treatment.
- Reduce police time spent on behavioral health-related calls.
- Provide prosecutors with resource information relevant to diversion agreements.
- Improve behavioral health services by identifying treatment gaps in the county and promoting new approaches.

The Navigator Program fully appreciates the fact that behavioral health disorders take many forms. Specific challenges are not necessarily isolated from each other and often present themselves as co-occurring issues.

III. DEFINITIONS

For the purposes of this policy:

“Behavioral Health” (as defined by WAC 182-538A-050) includes mental health, substance use disorders and conditions, and benefits related to treatment.

“Behavioral Health Crisis” (as defined by WAC 182-538C-050) means an actual or perceived urgent or emergent situation that occurs when (a) an individual’s stability or functioning is disrupted; and (b) there is an immediate need to resolve the situation to prevent (i) a serious deterioration in the individual’s mental or physical health; or (ii) the need for referral to a significantly higher level of care.

“Behavioral Health Issues” (BHI) refers to behavior that suggests sensory, mental, or physical impairment as a result of mental illness and/or co-occurring issues.

“Crisis Intervention Officers” (CIOs) are officers and deputies in Kitsap County who are designated by their agency in accordance with state law and department policies as being certified CIOs.

“Mental Health Professional” (MHP) (as defined by WAC 182-538A-050) means a psychiatrist, psychologist, psychiatric nurse, social worker or other mental health professionals.

“Behavioral Health Navigator” (Police Navigator) is a Mental Health Professional or an individual with a minimum of two years of professional experience working with people with BHI who assists police by connecting people to behavioral health resources and services. Navigators also work with family members of people with BHI, caregivers, service providers, prosecutors, defense attorneys, and court personnel to share resource information and promote access to care. Navigators do not perform mental health treatment services, are not medical providers, and do not perform assessments or provide clinical services.

“Navigator Team” refers to people working with or within the City of Poulsbo to direct and implement the Navigator Program. The Navigator Team consists of Police Navigators, participating Crisis Intervention Officers, the Administrative Services Manager of the Poulsbo Police Department and the Program Manager.

IV. PROGRAM COMPOSITION

The Navigator Program is a City of Poulsbo Police Department program. It is shared with several police agencies throughout Kitsap County.

A. Position Descriptions

1. Behavioral Health Police Navigator

- Police Navigators facilitate access to resources and care providers.
- Police Navigators improve communication between police and service providers.
- Police Navigators assist officers with information pertaining to community resources.
- Police Navigators work with family members of people with BHI, caregivers, service providers, prosecutors, defense attorneys, and court personnel to share resource information.
- Police Navigators will not provide assessments, case management, or clinical services.
- Police Navigators work collaboratively with CIOs and at the direction of CIOs when they are in the field.

2. Project Manager

- The Project Manager oversees functions related to the Navigator Program as a whole.
- The Project Manager serves as a point person in the community for overall Navigator Program related issues, organizes internal and external meetings related to the Program.
- The Project Manager aligns the Navigator Program with the work of community/agency partners and creates online and written material about the Program in consultation with the Poulsbo Police Department.
- The Project Manager works with prosecutors, defense attorneys, and court personnel to share resource information and to aid with Navigator Program development.
- The Project Manager engages in fundraising and grant writing related to the Navigator Program.
- The Project Manager collects, analyzes and presents data related to the Navigator Program.
- The Program Manager advocates for improvements in the behavioral health service system.

3. Administrative Services Manager

- The Administrative Services Manager oversees the day-to-day operations of the Navigator Program, to include supervision of the Police Navigators and adherence to CJIS and Poulsbo Police Department policies.
- The Administrative Services Manager works with Police Navigators to ensure they have the tools they need to work effectively and that operational problems are addressed.
- The Administrative Services Manager coordinates the Police Navigator activities with partnered agencies.

V. REFERRALS TO NAVIGATOR

Officers are encouraged to refer individuals to the Police Navigators, both to connect them to services and to share information that may improve access to care.

Officers may refer any individual with BHI to a Police Navigator, either directly or through a CIO. Police Navigators will not be available to follow up to all referrals, outreach is based in part upon Police Navigator availability. Priority is given to individuals with BHI who are at risk of behavioral health crisis or arrest and/or have repeated contact with police. Referral requests will be acknowledged within 48 business hours by a Police Navigator.

It is preferable that referrals to a Police Navigator be done, in writing, submitted to the agency's assigned Navigator via email to their City of Poulsbo employee email address. The email should only include (i) Case number and (ii) Indication of Time Sensitivity (if relevant); no other identifying information should be sent via email.

Officers may also request assistance from a Police Navigator, in person, by phone, or by bringing a police report to his/her attention.

Direct referrals to a Police Navigator will only be accepted from partnering law enforcement agencies and/or prosecutors within Kitsap County.

VI. REPORTING

Police Navigators will document all their outreach, follow-up and other contacts as supplemental reports in the iLeads Records Management System. The supplemental reports will correspond with the original report that generated the referral.

Police Navigators will complete a "Grant Reporting Form" for every individual to whom they are referred to through the Program. These forms will then be forwarded to the Program Manager at the completion of each month for a data compilation to satisfy grant reporting requirements. These forms will not provide any contact identifying information yet will provide the Program Manager with reporting navigator name, case report number, month of navigation contact, insurance information (when available) and resources referred to.

Police Navigators will not record or retain health care information from health care providers or from third-party sources (ie...family).

Police Navigators will notify the WA State Department of Social and Health Services (DSHS) when there is reasonable cause to believe that abandonment, abuse, financial exploitation, and/or neglect of a vulnerable adult has occurred. Police Navigators will also communicate the reported situation to their agency CIO.

Police Navigators will notify the WA State Department of Children, Youth and Families, Child Protective Services (CPS) when there is reasonable cause to believe that abuse or neglect of a child has occurred. Police Navigators will also communicate the reported situation to their agency CIO.

Police Navigators will be required to fully cooperate with law enforcement agency personnel and prosecutors in the event the Police Navigator is a witness or obtains information necessary for the identification, apprehension, and prosecution of any person involved in a crime while providing services pursuant to this policy.

VII. COMMUNICATION, INFORMATION SHARING

Messages to the Police Navigators are to be sent through the City of Poulsbo email system.

- Officers are encouraged to send messages about individuals they encounter that might benefit from having communication with a Police Navigator.
- Officers are encouraged to send information to Police Navigators about attempts made to connect individuals to resources (both successful and unsuccessful).

Transitory notes may be taken in order to accurately document navigator outreach efforts. Once the supplemental report is completed, the corresponding transitory notes are to be destroyed.

Police Navigators will have access to police records only within CJIS secured locations while working within program police agencies. Navigators will only access those records which are directly relevant to their work within the Navigator Program, will not access such records from non-CJIS secured locations and are prohibited from removing such records from their secured locations.

VIII. NAVIGATOR OUTREACH, UNIFORM STANDARDS

Police Navigators may respond to dispatched calls with CIO officers, accept referrals for outreach from partnered law enforcement agencies and/or the prosecutor in the scope of the program as described herein, along with the applicable policies and procedures of the program and the Poulsbo Police Department.

Police Navigators will request that CIO officers call in to Kitsap 911 with their Unit Number and Designator when partnering in the field.

In their effort to connect individuals to services and support continuity of care, Police Navigators may meet with inmates at the Kitsap County Jail. Police Navigators will advise the Lieutenant on duty at the Kitsap County Jail prior to any visit with an inmate. All Police Navigators will receive jail security training and all visits will follow jail protocol. Meeting locations will be determined by corrections officers.

No outreach will be done in private homes or remote locations without an officer present.

Police Navigators shall be readily identifiable as Poulsbo Police Department employees (uniform jacket, department identification and ballistic vest) anytime they are riding in a patrol vehicle,

making contacts in the field while working with an officer, or at any other time the Police Navigator and/or CIO determine that a significant safety concern exists.

It is also understood that certain contacts made by the Police Navigators may be more effective when they are not readily identifiable as a police department employee. In these cases, Police Navigators are permitted to use discretion on their appearance after a consultation to assess the potential for danger has occurred with the CIO or another available officer.

Police Navigators may work in partnership with other agencies and service providers if approved by the Program Manager and the Administrative Services Manager of the Poulsbo Police Department. The City of Poulsbo may contract with outside agencies and service providers to enhance the Navigator Program.

All Police Navigator outreach will be documented in the form of a supplemental report in iLeads Records Management System within 48 business hours.

IX. NAVIGATOR BACKGROUND CHECK, TRAINING

All Police Navigators will undergo a pre-employment background check (including a Washington State Patrol check, personal history statement, investigation by a background investigator, and polygraph exam).

All Police Navigators will successfully complete CJIS security and ACCESS training within the first six months of employment and maintain that certification while employed as a Navigator.

All Police Navigators will receive Crisis Intervention Training and Washington State Department of Health approved suicide prevention training within the first three months of employment.

All Police Navigators will receive orientation training at Kitsap 911.

All Police Navigators will receive jail security training from Kitsap County Sheriff's Office.

All Police Navigators will be trained to use a police radio by a Crisis Intervention Officer.

All Police Navigators will be trained in the use of the iLeads Records Management System by a Crisis Intervention Officer.

All Police Navigators will receive training in Public Records Act requirements.

Police Navigators will comply with all City of Poulsbo employee policies, rules, requirements and expectations, along with all the Poulsbo Police Department Policies and Procedures.

The Program Manager and Administrative Services Manager will identify training that will enhance the Police Navigators ability to perform duties. In addition, the Police Navigators will

participate in all police department training required by policy or that directly effects their employment with the department. Training records will be updated and retained by the Administrative Services Manager.

X. PUBLIC RECORDS AND RECORDS RETENTION

Records maintained by the Behavioral Health Navigator program are subject to the Washington State Public Records Act (Chapter 42.56 RCW) and Washington State record retention laws. Records will be maintained, prepared, and released in accordance with Washington State law, along with City of Poulsbo and the Poulsbo Police Department policies and procedures. Records requests for Behavioral Health Navigator Program records shall be directed to the City of Poulsbo Public Records Officer.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

In January 2019, the City Council passed Resolution No. 2019-08 to increase the Vehicle License Fee from \$20 to \$30. The new revenue is intended to fund neighborhood traffic calming and safety projects and outreach and marketing related to Kitsap Transit's BI Ride service. The Council asked city staff to develop a Rebate Program for Vehicle License Fees that could reduce the tax burden on Bainbridge Islanders below a certain income similar to the program active in the City of Seattle. The proposed Vehicle License Fee Rebate Program would allow Bainbridge Islanders who have a combined household income below \$40,000 to apply for a rebate of \$10 on the their Vehicle License Fee.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

The current Vehicle License Fee of \$20 generates approximately \$400,000 in revenue in the Transportation Benefit Fund. In January 2019, the City Council passed Resolution No. 2019-08 to increase the vehicle license fee from \$20 to \$30. The increased fee would begin to be collected on or after August 1, 2019, and end with vehicle renewals due after December 31, 2022. The new revenue is intended to fund neighborhood traffic

calming and safety projects and outreach and marketing related to Kitsap Transit's BI Ride service. The increased fee would generate an additional \$200,000 a year.

The Council asked City staff to develop a Rebate Program for Vehicle License Fees that could reduce the tax burden for Bainbridge Island residents who earn below a certain income. This new program is intended to be modeled after the City of Seattle Vehicle License Refund program.

The Vehicle License Fee Rebate Program allows Bainbridge Islanders who have a combined household income below \$40,000 to apply for a rebate of \$10 on their Vehicle License Fee.

This program would share the application form with the Senior and Low Income Disabled Citizen Utility Discount Program.

To demonstrate eligibility for the rebate, the resident must annually submit proof of payment of the \$30 vehicle license fee to the City as well as one of the following:

- Proof that they are currently enrolled in the Bainbridge Island Utility Discount Program; or
- Proof that the total annual gross household income for all persons 18 years and older living in the house during the monthly period prior to applying is no higher than: \$40,000.

The City will accept the following documents as proof of income:

- A copy of last year's Federal Income Tax Statement; or
- A copy of a Social Security Statement for income.

The income threshold of \$40,000 was chosen to be consistent with our Senior and Low Income Disabled Citizen Utility Discount Program. This amount is also very close to 70% of the state median income which is the measure used by the City of Seattle's Vehicle License Fee Rebate Program.

ATTACHMENTS:

[Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program](#)

[TBD Vehicle License Fee Rebate Program Summary](#)

[Vehicle License Fee Rebate Application Form](#)

FISCAL DETAILS:

The increased fee is expected to generate approximately \$200,000 in additional yearly revenue for the Transportation Benefit Fund. Staff estimates approximately 10% of the 10,000 households (or 1,000 households) will be eligible for the program. If all of these eligible households received the refund, the

impact would be to return about \$10,000 in annual refunds to eligible participants ($10\% * 10,000 * \$10 = \$10,000$).

Fund Name(s): Other

Coding:

RESOLUTION NO. 2019-23

A RESOLUTION of the City Council of Bainbridge Island, Washington, adopting a vehicle license fee rebate program for income-qualified residents related to the increase in the vehicle license fee adopted by Resolution 2019-08.

WHEREAS, on August 22, 2012, the City Council adopted Ordinance No. 2012-14, establishing the Bainbridge Island Transportation Benefit District; and

WHEREAS, RCW 36.73.065 authorizes a transportation benefit district to impose, by majority vote of the district's governing board, a fee of up to \$40.00 if a \$20.00 vehicle fee has been imposed for at least twenty-four months; and

WHEREAS, on January 9, 2013, the Bainbridge Island Transportation Benefit District adopted TBD Resolution No. 2013-01, establishing a \$20.00 vehicle license fee in accordance with RCW 36.73.065; and

WHEREAS, on December 1, 2015, the City Council adopted Ordinance No. 2015-31, assuming the rights, powers, functions, and obligations of the Bainbridge Island Transportation Benefit District in accordance with Chapter 36.74 RCW; and

WHEREAS, in accordance with RCW 82.80.140, the new vehicle license fee may not be collected until six months after approval of the increase by the City Council; and

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-08, increasing the vehicle license fee from twenty dollars to thirty dollars to provide funding for the purposes outlined in Resolution No. 2019-06; and

WHEREAS, the City Council finds it to be in the best interest of the City to create a vehicle license fee rebate program for income-qualified residents, who may apply for a rebate of the increase in the vehicle license fee approved by Resolution No. 2019-08.

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

Section 1. Rebate Program Created. A vehicle license fee rebate program is hereby established, to be administered by the City's Finance Director in accordance with this resolution.

Section 2. Eligibility. The program is available to income-qualified residents who own vehicles registered on Bainbridge Island with a vehicle license fee renewal date of August 1, 2019, or later. Residents are considered income-qualified if the annual household income for all persons 18 years or older living in their residence is \$40,000 or

less. To demonstrate eligibility for the rebate, residents must submit proof of income, such as a copy of last year's Federal Income Tax Statement or a copy of a Social Security Statement for income.

Section 3. Rebate. If eligible, residents may apply for a rebate of the increase in the vehicle license fee approved by Resolution No. 2019-08.

Section 4. Implementation and Interpretive Authority. The City's Finance Director is authorized to promulgate rules to implement the vehicle license fee rebate program established by this resolution. To that end, the City's Finance Director is authorized to issue official interpretations arising under or otherwise necessitated by this resolution.

Section 5. Effective Date. This resolution shall take effect immediately and shall remain in full force and effect until January 22, 2023.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

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

2019-23

TBD Vehicle License Fee Rebate Program

On January 22, 2019, the City Council passed Resolution No. 2019-08, increasing the vehicle license fee from \$20 to \$30, and Resolution No. 2019-06, specifying the use of the new revenue. Under Resolution No. 2019-06, the new revenue is intended to fund neighborhood traffic calming and safety projects and outreach and marketing related to Kitsap Transit's BI Ride service. In order to lessen the financial burden on Bainbridge Island households below a certain income, the vehicle license fee rebate program allows income-qualified vehicle owners with a vehicle registered on Bainbridge Island to receive a \$10 rebate in the form of a check.

Eligibility

The program is available to income-qualified residents who own vehicles registered on Bainbridge Island with a vehicle license fee renewal date of August 1, 2019, or later. Residents are considered income-qualified if the annual household income for all persons 18 years or older living in their residence is \$40,000 or less, which is consistent with the Senior and Low-Income Disabled Citizen Utility Discount Program.

To demonstrate eligibility for the rebate, a resident must annually submit proof of payment of the \$30 vehicle license fee to the City as well as one of the following:

- Proof that she/he is currently enrolled in the Bainbridge Island Utility Discount Program; or
- Proof that the total annual gross household income for all persons 18 years or older living in the household during the monthly period prior to applying is no higher than \$40,000.

The City will accept the following documents as proof of income:

- A copy of last year's Federal Income Tax Statement; or
- A copy of a Social Security Statement for income.

Application

If you meet the eligibility requirements above, you can apply for a \$10 vehicle license fee rebate by phone (if already enrolled in the Utility Rebate program), by mail, or in person starting August 1, 2019.

Contact Information

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206-842-7633
Hours
Monday - Friday
8 a.m. - 4 p.m.



City of Bainbridge Island Low-Income Fee Reduction Application

Select the fee reduction program you are applying for (check one):

☐ **Application for Water and Sewer Utility Discount**
Persons age 61 or older who have a combined income in an amount which would qualify them for property tax exemption under RCW 84.36.381(5), which is currently **\$40,000**, or low-income disabled persons, may apply for the following discounts to their single-family residence utility bills:
WATER: 50% reduction
SEWER: 50% reduction
STORM DRAIN: 50% reduction
(BIMC 13.16.082 – 086, Ordinance No. 92-26, Resolution No. 2003-01)

☐ **Application for Vehicle License Fee Rebate**
Bainbridge Island residents 18 years of age and older who have vehicles registered on Bainbridge Island and have a car tab renewal date of August 1, 2019, or later with an annual household income at or below **\$40,000** during the monthly period prior to application, are eligible to receive a \$10 rebate in the form of a check after payment for the vehicle license has been made.
(Resolution No. 2019-08)

APPLICANT NAME: _____
(First) (Last)

Date of Birth: _____

SPOUSE/CO-TENANT: _____
(First) (Last)

Date of Birth: _____

Service Address: _____
(Street Address)

Mailing Address: _____
(Street Address/ PO Box)

(City/State/Zip)

Phone Number: _____

Total Gross Income for current year (include spouse's or co-tenant's income) from all sources: \$ _____

Please provide:

- ☐ A copy of last year's Federal Income Tax Statement or a copy of Social Security Statement for income verification purposes for applicant and spouse/co-tenant.
- ☐ If applying for the vehicle license fee rebate, proof of payment of the \$30 vehicle license fee.

AFFIDAVIT: I swear under the penalties of either civil or criminal perjury that I have read the application form and all of the statements, as marked, are true.

Applicant Signature

Spouse/Co-Tenant Signature

Dated this _____ day of _____, 20 ____.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Olympic Drive Design Professional Services Agreement Amendment No. 1 - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Amendment No. 1 to the Professional Services Agreement with MIG SvR Design includes video recording of non-motorized improvements, reviewing non-motorized counts and comparing to pre-construction, developing and administering survey of stakeholders, and report preparation for submittal to federal highways for compliance for experimental design.

These items were not covered in the original Agreement and need to be accomplished to ensure compliance with federal highway permission of construction for the Olympic Drive Non-Motorized Improvements project.

FISCAL IMPACT:

Amount:	\$32,100.00
Ongoing Cost:	
One-Time Cost:	\$32,100.00
Included in Current Budget?	Yes

BACKGROUND: The Olympic Drive Non-Motorized Improvements support services contract with MIG SvR Design was approved at the April 9, 2019 City Council meeting in the amount of \$80,824.00. The support services includes project management as well as monthly progress reports, weekly technical coordination, site visits, submittal review support, and contractor request for information review and response.

Amendment No. 1 work includes video recording of non-motorized improvements, review non-motorized counts and compare to pre-construction, develop and administer survey of stakeholders, and report preparation for submittal to federal highways for compliance for experimental design.

These items were not covered in the original Agreement and need to be accomplished to ensure compliance with federal highway permission of construction for the Olympic Drive Non-Motorized Improvements project. Amendment No. 1 is in the amount of \$32,100.00, bringing the revised contract amount to \$112,924.00.

ATTACHMENTS:

[Amendment No. 1 to PSA with MIG SvR Design](#)

[Exhibit A to Amendment No. 1](#)

[Original PSA With MIG SvR Design - Executed April 15, 2019](#)

FISCAL DETAILS: The remaining contingency is \$171,280.

Fund Name(s): Capital Construction Fund

Coding:

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

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on April 15, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Moore Iacofano Goltsman, Inc., a California corporation, d/b/a MIG SvR (formerly known as SvR Design Company) (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide evaluation of the design and construction modifications for submittal to federal highway per agreement for experimental design of non-motorized improvements on Olympic Drive; and

WHEREAS, the City desires to increase the services provided under the Agreement and extend the term of the Agreement; and

WHEREAS, the Consultant is willing to perform the additional services in exchange for a \$32,100.00 increase in the maximum amount payable under the Agreement.

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

1. Section 2.A is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2019~~, January 31, 2021, unless sooner terminated by either party as provided below.

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

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

☒ Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of ~~Eighty Thousand Eight Hundred Twenty Four Dollars (\$80,824.00)~~ One Hundred Twelve Thousand Nine Hundred Twenty-Four Dollars (\$112,924.00);

☐ Fixed Sum: _____;

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

3. Attachment A, Scope of Services, is hereby amended to include a new Task 3 as set forth on attached **Exhibit A**, which is hereby incorporated into this Amendment as if set forth in full.

4. 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.

MOORE IACOFANO GOLTSMAN, INC.

CITY OF BAINBRIDGE ISLAND

Date:_____

Date:_____

By:_____

By:_____

Name_____

Morgan Smith, City Manager

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

Exhibit A					
Olympic Drive Non-Motorized Improvement Project - Post Construction Monitoring					6/21/2019
Scope of Work					
 					
The following scope of work and fee is based on the SR305/Olympic Drive Non-Motorized Improvement Request to Experiment: Two-Stage Turn Box dated December 2, 2016. Evaluation of the two-stage box will continue on year following completion of the project.					
Task 3 - Post Construction Monitoring			Lead	Hrs.	Cost
3.1	Collect video at three locations and analyze user behavior and operations for all users of the roadway (pedestrians, bicyclists, and motor vehicles) including but not limited to vehicle/bicycle positioning and compliance with traffic control devices. Locations should capture potential conflicts between bicyclists/motorists/pedestrians.		SvR	8	\$ 1,320.00
3.2	Review pedestrian and bicycle counts from video and document findings from pre-construction conditions.		SvR	12	\$ 1,880.00
3.3	Develop user surveys (see assumptions) to collect data on experiences, stated behavior, and perceptions of non-motorized improvements. Assume three separate surveys one for each user group (bicyclists, pedestrians, motor vehicle operations - includes motorcycles, automobiles, transit and freight)		SvR	38	\$ 6,240.00
3.4	Review video and survey results post construction to compare how individuals behave to how they say they should behave. Document and summarize findings from pre- and post-construction conditions.		SvR and COBI	68	\$ 10,950.00
3.5	Other data gathering and analysis (see assumptions).		SvR	28	\$ 4,550.00
SubTotal				126	\$ 20,390.00

6/21/2019



MIG SvR Subtotal	\$	20,390.00
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20,390.00

Alta Planning + Design (Subconsultant Expense)	\$ 5,500.00
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5,500.00

Quality Counts (Subconsultant Expense)	\$ 5,600.00
--	-------------

5,600.00

Reimbursable Expenses	\$ 610.00
------------------------------	-----------

610.00

TOTAL	\$ 32,100.00
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- User surveys to be conducted by COBI.

- Other data gathering and analysis includes collision data at the study location, comparison of left turn bike lane usage and two-stage turn box usage for time of day and riding conditions, conflicts/avoidance maneuvers between bicycles and motor vehicles and pedestrians, and assessing for durability the green pavements for the two-stage turn box.

Vendor # 8375 Proj # 005912
Contract # 2190034
PO # Ret #
Org 12334951 Obj 641100
Vendor Vault PW
72413434

AGREEMENT FOR PROFESSIONAL SERVICES

NM# 75,974.56
H20# 4849.44
\$80,824.00

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Moore Iacofano Goltsman, Inc., a California corporation, d/b/a MIG SvR (formerly known as SvR Design Company) ("Consultant").

WHEREAS, the City needs professional services in connection with construction administration support and outreach for the Olympic Drive Nonmotorized Improvements Project; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2019, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant for such services:

☒ Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of Eighty Thousand Eight Hundred Twenty-Four Dollars (\$80,824.00);

☐ Fixed Sum: _____;

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

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

10. INSURANCE

The Consultant shall maintain insurance as follows:

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

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: MOORE IACOFANO GOLTSMAN, INC.
 615 Second Ave, Suite 280
 Seattle, WA 98104
 Attention: Nathan Polanski

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.

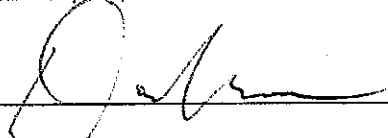
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

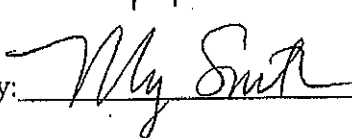
MOORE IACOFANO GOLTSMAN, INC.

CITY OF BAINBRIDGE ISLAND

Date: 4/15/19

Date: 4/11/19

By: 

By: 

Name DAVE ROGERS

Morgan Smith, City Manager

Title PRINCIPAL

Tax I.D. # 94-3116998

City Bus. Lic. # 44966

ATTACHMENT A SCOPE OF SERVICES

Exhibit A			
Olympic Drive Non-Motorized Improvement Project -			
Construction Administration Support and Outreach Materials			
Scope of Work Fee		March 4, 2019	
Task 1: Construction Administration Support		Hours	Subtotal Fee
Note: The scope and fee for Task 1 assumes day to day construction management will be completed by a Construction Management firm hired by the City and their work will include daily construction observation, coordination with the Contractor and City, testing, up keep of as-buils, and other typical CM duties for the duration of the construction.			
1.1	Provide project management including coordination with project team, preparing monthly progress reports and invoices. The budget assumes a project length of 6 months.	31	\$ 5,525.00
1.2	Weekly technical coordination - calls with COBI during construction including up to 8 on-site meetings and site visits.	50	\$ 8,410.00
1.3	Pre-construction meeting - prepare for and attend meeting with City and Contractor	8	\$ 1,320.00
1.4	Site visits - Up to 8 site visits as requested by COBI to coordinate for and review proposed improvements. Items to review could include: tree and vegetation protection fencing installation; review temporary traffic control; tree/root observation during excavation and installation of proposed improvements; subgrade review for retaining wall; power undergrounding; rain garden installation; etc	62	\$ 9,570.00
1.5	Submittal review support - technical submittal review led by COBI; this task assumes up to 8 submittal reviews for non-standard items (e.g. green pavement marking), landscape, irrigation, and other items as requested by the City.	40	\$ 6,360.00
1.6	Contractor RFI review and response - Includes review and responses for up to 15 Contractor RFIs	50	\$ 7,590.00
1.7	Preliminary and final civil and landscape punchlist	18	\$ 2,840.00
		MIG/SvR Task 1 subtotal	\$ 41,415.00
Task 2: Outreach Materials		Hours	Subtotal Fee
Notes: The scope and fee for Task 2 assumes the following - Review process to include - (1) Review of the site plan illustration, (1) Review of trifold text, (1) Review of first design draft of the trifold; (1) Final review and approval of the trifold design draft; (1) Review of the poster - Materials will be branded to match the City brand. - Printing is not included; all printing will be done by the City. MIG/SvR will provide final editable and PDF files to the City.			
2.1	Develop three outreach materials to support the City's community outreach and education to help people understand the proposed improvements, including: 1. <u>Tri-fold brochure</u> to help people understand the safety improvements being implemented on Olympic Drive, including visuals. Brochure will include: What people walking, biking and driving should know; Why and where bike boxes are being installed; What the new bike lanes and bike signals are; etc. 2. <u>11x17 poster</u> to hang on the ferry that includes: a brief overview of the project, what people can expect (e.g. detours), anticipated construction timing, and where to find additional information (e.g. City website; sign up for project updates) 3. <u>24x36 board graphic</u> that includes: a simple rendering of the site plan and images of what improvements will look like (e.g. bike boxes, pavement markings, signage) Deliverables: 1. Print ready files for an 8.5 x 11 full-color trifold brochure 2. Print ready files for 11 x 17 full-color poster 3. Print ready files of illustrative intersection graphic sized for a 24x36 presentation board	69	\$ 10,910.00
Subconsultants			
	Tree Solutions - Scope includes: pre-construction meeting attendance; monitoring exploratory trench for roots along retaining wall alignment prior to construction (assume one field day); monitoring trench excavation and root pruning for retaining wall during construction (assume two field days); miscellaneous pruning monitoring (assume one site visit); general consultation and review.	44	\$ 9,812.00
	GeoEngineers - Scope includes submittal review, attendance at preconstruction meeting, and three site visits to evaluate subgrade and backfill.	39	\$ 7,227.00
	Swenson Say Faget - Scope includes time to review contractor RFIs and submittals	12	\$ 2,750.00
	Concord - Scope includes attendance at up to 4 site meetings and review of 4 submittals and 4 RFIs	40	\$ 6,710.00
		Subconsultant Subtotal	\$ 26,499.00
		Reimbursable Expenses	\$ 2,000.00
		CONSULTANT TEAM TOTAL	\$ 70,624.00

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Municipal Court Lease Extension - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The current lease for the Municipal Court Building expires at the end of July 2019. The City needs to extend the lease for two more years to allow for construction of new court spaces in the combined Police/Court facility.

FISCAL IMPACT:

Amount:	TBD
Ongoing Cost:	\$4115/month
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The current Municipal Court lease for the facility in Rolling Bay expires at the end of July, and the landlord is willing to extend the lease for two more years to allow the City time to construct a new court facility. The lease terms will include the same rent inflation factor (2%/year) as the original lease. In addition, there is a lease clause that allows the City to cancel the lease with 6-months notice, but the landlord desires that the first year of the extension be guaranteed. The new court facility will not be completed within the next year, so this term is acceptable for the City.

ATTACHMENTS:

[Amendment No. 2 to the Commercial Lease Agreement for the Municipal Court Building](#)

FISCAL DETAILS: The ongoing cost is \$4,115 per month or \$49,380 per year. The 2019 Budget for court rent = \$50,000. The 2020 Budget for court rent = \$52,000.

Fund Name(s):

Coding:

**AMENDMENT NO. 2 TO
COMMERCIAL LEASE AGREEMENT**

This Amendment No. 2 to the Commercial Lease Agreement ("Amendment No. 2") between the City of Bainbridge Island ("Lessee") and Rolling Bay Commercial Properties, Inc., ("Lessor"), amends the Commercial Lease Agreement ("Agreement"), dated July 29, 2014, between the Lessee and Lessor.

WHEREAS, the Lessee and Lessor entered into the Agreement for the Lessor to lease to the Lessee the premises commonly known as the Bainbridge Island Municipal Courthouse; and

WHEREAS, on January 23, 2017, the Lessee and Lessor executed Amendment No. 1 to the Agreement, renewing the Agreement and extending the terms and conditions provided under the Agreement for a period of two (2) additional years; and

WHEREAS, the Lessee and Lessor desire to renew the Agreement and extend the terms and conditions provided under the Agreement for an additional two (2) year period.

NOW, THEREFORE, the Lessee and Lessor agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:

Lease Term. The term of this lease will be for two (2) additional years, beginning the 1st day of August, ~~2019~~ 2017, and ending on the 31st day of July, ~~2021~~ 2019, unless otherwise terminated in accordance with the provisions of this Lease. ~~Lessee shall then be entitled to one (1) additional renewal terms, for a terms of two (2) years; provided that Lessee has not been in default of any material provision of this Lease during the term, and is not in default of any provision of this Lease at the time of exercise or at any time thereafter prior to the commencement of the option term. Lessee shall exercise this option in writing six (6) months prior to the expiration of the term. All of the terms and conditions of this Lease, including this right to extend the term, will apply to the remaining option terms so far as applicable. The option to extend is personal to Lessee, except as provided in Section 9, and may not be transferred to any assignee or sublessee of Lessee without the prior written consent of Lessor.~~

2. Section 3.B is hereby amended to read as follows:

Rent. "Rent" means the base amount of ~~Three Thousand Seven Hundred Twenty Seven Dollars and Forty Three Cents (\$3,727.43)~~ Four Thousand One Hundred Fifteen Dollars (\$4,115.00) per month, together with any cost of living or inflation adjustments made as provided for below.

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

4. This Amendment No. 2 shall become effective on August 1, 2019, upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of July ____, 2019.

ROLLING BAY
COMMERCIAL PROPERTIES, INC.

CITY OF BAINBRIDGE ISLAND

By: _____
Gerock Vestman, Co-Owner

By: _____
Morgan Smith, City Manager

By: _____
Kurt Vestman, Co-Owner

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 and acknowledged it as the City Manager of the CITY OF BAINBRIDGE ISLAND to be her free voluntary act for the uses of and purposes mentioned in the instrument.

Dated: _____

Name: _____
(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF KITSAP) ss:

I certify that I know or have satisfactory evidence that Gerock Vestman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as Co-Owner of ROLLING BAY COMMERCIAL PROPERTIES, INC., to be the free voluntary act of such party for the uses of and purposes mentioned in the instrument.

Dated:_____

Name:_____

(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires:_____

STATE OF WASHINGTON)
)
COUNTY OF KITSAP) ss:

I certify that I know or have satisfactory evidence that Kurt Vestman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as Co-Owner of ROLLING BAY COMMERCIAL PROPERTIES, INC., to be the free voluntary act of such party for the uses of and purposes mentioned in the instrument.

Dated:_____

Name:_____

(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires:_____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Police Vehicle Procurement - Public Works,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Public Works staff has worked with the Washington State Department of Enterprise Services under contract number 05916 for the purchase of five 2020 Ford Police Interceptor SUV Hybrid in the combined amount of \$212,420.64.

FISCAL IMPACT:

Amount:	\$212,420.64
Ongoing Cost:	
One-Time Cost:	\$212,420.64
Included in Current Budget?	Yes

BACKGROUND:

The 2019 CIP Police Vehicle Procurement budget is \$330,000. Public Works staff has worked with the Washington State Department of Enterprise Services under contract number 05916 for the purchase of five 2020 Ford Police Interceptor SUV Hybrid in the combined amount of \$212,420.64.

City staff has reevaluated the police vehicle equipment upfit and plans to research other options, such as using the Washington State Department of Enterprise Services upcoming police vehicle upfitting contract or piggyback on another local government existing contract rather than pursuing the recent Request for Proposals.

RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel. However, police vehicles for emergency response are exempt if approved by the authority of the local governmental subdivision.

ATTACHMENTS:

[POLICE Vehicle DES WA Specifications](#)

FISCAL DETAILS: Total 2019 Vehicle purchase and replacement budget is \$330,000.

Fund Name(s): Other

Coding:

Aaron Claiborne

From: NOREPLY@des.wa.gov
Sent: Monday, June 24, 2019 12:26 PM
To: Aaron Claiborne
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-6-492 - BAINBRIDGE ISLAND, CITY OF - 21804

Vehicle Quote Number: 2019-6-492

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BAINBRIDGE ISLAND, CITY OF - 21804
Email: aclalborne@bainbridgewa.gov

Quote Notes:
Vehicle Location: Bainbridge Island

Color Options & Qty

Agate Black (UM) - 5

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0519-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	5	\$32,800.00	\$164,000.00
2020-0519-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	5	\$0.00	\$0.00
2020-0519-012	NEW - Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	5	\$3,302.00	\$16,510.00
2020-0519-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	5	\$61.00	\$305.00
2020-0519-027	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	5	\$52.00	\$260.00
2020-0519-029	Noise Suppression Bonds (Ground Straps)(60R)	5	\$100.00	\$500.00
2020-0519-032	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	5	\$25.00	\$125.00

2020-0519-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	5	\$260.00	\$1,300.00
2020-0519-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	5	\$543.00	\$2,715.00
2020-0519-038 NEW - Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (Included with Ready for the Road Package #67H) (52P)	5	\$161.00	\$805.00
2020-0519-042 Reverse Sensing System (76R)	5	\$274.00	\$1,370.00
2020-0519-043 Perimeter Anti-Theft Alarm (activated by hood, door or liftgate - when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn) (Must also order Remote Keyless Entry #55F) (Not available with Fleet Keyed Alike option) (593)	5	\$120.00	\$600.00
2020-0519-045 NEW - Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	5	\$144.00	\$720.00
2020-0519-047 Remote Keyless Entry with Four (4) FOBs/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	5	\$338.00	\$1,690.00
2020-0519-049 Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Pkg #67H) (Not available with Interior Upgrade Pkg #65U or Front Console Plate Delete #85D) (85R)	5	\$44.00	\$220.00
2020-0519-051 Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	5	\$419.00	\$2,095.00
2020-0519-060 Underbody Deflector Plate (engine and transmission shield) (76D)	5	\$334.00	\$1,670.00
2020-0519-063 NEW - Rear Center Seat Delete (Includes center seat delete tray) (Not available with Interior Upgrade Pkg #65U or Vinyl Rear Seat) (No credit) (85S)	5	\$0.00	\$0.00
2020-0519-206 Mud Flaps, HD Plastic (Set of 4) (DLR)	5	\$90.00	\$450.00
2020-0519-207 Undercoating (wheel wells) (DLR)	5	\$125.00	\$625.00

Quote Totals

Total Vehicles:	5
Sub Total:	\$195,960.00
8.4 % Sales Tax:	\$16,460.64
Quote Total:	\$212,420.64



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2019-22, Supporting a County-Wide Ban on the Aerial Spray of Glyphosate and Stating the City's Intent to Pursue a Ban on the General Use and Sale of Glyphosate on Bainbridge Island - Councilmember Nassar,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: City Council

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Consideration of Resolution No. 2019-22, which proposes to: endorse a county-wide ban on the aerial spray of glyphosate and other chemicals known to cause cancer; urge Sen. Rolfes, Representatives Hansen and Appleton, and Commissioner of Public Lands Hilary Franz to use all available legislative and regulatory means to ban the aerial spray of glyphosate; and state the City's intent to pursue a city-wide ban on the general use and sale of glyphosate.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Resolution No. 2019-22 Supporting Ban on Aerial Spraying of Glyphosate](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2019-22

A RESOLUTION of the City Council of Bainbridge Island, Washington, in support of a county-wide ban on the aerial spray of glyphosate; urging state officials to take action to ban the aerial spray of glyphosate; and stating the City's intent to pursue a ban on the general use and sale of glyphosate.

WHEREAS, Bainbridge Island is a City in Kitsap County; and

WHEREAS, thousands of acres of timberland in Kitsap County are owned and managed by Pope Resources, including several hundred acres surrounding the rural, agricultural, and residential communities in the neighboring "sister city" of Poulsbo; and

WHEREAS, it is a fairly common practice for Pope Resources, a land and timber corporation in the Pacific Northwest, to aerially apply glyphosate and other herbicides during reforestation of logged timberland; and

WHEREAS, Pope Resources currently practices the aerial spray of glyphosate on logged timberland in other counties, including Jefferson County; and

WHEREAS, timberland owned and managed by Pope Resources in North Kitsap County include the following locations: "Opsada" property, 467 acres located between Kingston/Poulsbo/Suquamish; "Hanging Beaver," 331 acres located between Hansville and Little Boston; and several hundred acres located around the intersection of Bond Road and Stottlemeyer in Poulsbo; and

WHEREAS, the City of Bainbridge Island ended its use of glyphosate and other toxic chemicals on City property and in City operations, including those listed by the state of California (Prop 65 list) or the National Toxicology Program as known or reasonably anticipated to be human carcinogen as of November 26, 2003; and

WHEREAS, the spraying of herbicides from small aircraft greatly increases the chance of chemicals being caught up by wind forces and spread beyond the scope of the intended area, resulting in chemical trespass, where toxic chemicals, including glyphosate, drift in the air and deposit themselves in creeks and streams, on farmlands, homes, and schools; and

WHEREAS, in the event that aerial spray occurs in North Kitsap County, Bainbridge Island may be vulnerable to off-target contamination of soils, wetlands, and streams.

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

Section 1. The City Council will publicly endorse a county-wide ban on the aerial spray of glyphosate and other chemicals listed on the State of California's Prop 65 list as known to the State of California to cause cancer. This formal endorsement shall be submitted as a letter from the City Council to the Kitsap Environmental Coalition, Kitsap County Commissioners, Department of Natural Resources, and Pope Resources.

Section 2. The City of Bainbridge Island urges Senator Rolfes, Representatives Hansen and Appleton, and Commissioner of Public Lands Franz to use all available legislative and regulatory means to ban the aerial spray of glyphosate in Washington State.

Section 3. The City of Bainbridge Island, having banned the municipal use of glyphosate in 2003, hereby formally states its intent to pursue a city-wide ban on the general use and sale of glyphosate, citing recent court cases settled against Monsanto in the State of California and recent scientific studies that demonstrate the dangers of glyphosate and other toxic herbicides and pesticides to ecosystems, soil systems, water quality, and human health.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	June 18, 2019
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO.	2019-22



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 23, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:55 PM) Committee Reports,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Information only.

SUMMARY:

Recent committee reports are provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Climate Change Advisory Committee Meeting Minutes, June 19, 2019](#)

[Ethics Board Meeting Minutes, May 20, 2019](#)

[Race Equity Task Force Meeting Minutes, June 6, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CLIMATE CHANGE
ADVISORY COMMITTEE
JUNE 19, 2019

MINUTES

Present: Committee members Derik Broekhoff, Michael Cox, Lara Hansen, David McCaughey, Michelle McClure, Nora Ferm Nickum, Deborah Rudnick, James Rufo-Hill; Council Liaison Joe Deets

Absent: Committee member Gary Lagerloef

Others: Jessie Sheldon (EcoAdapt volunteer), Tiara Adler (Planning intern for COBI), Christy Carr (COBI Planning Department)

Public: Deb Weinmann, Jens Boemer, Gloria Saylor, Randall Samstag, Jim Halbrook, Matt Perry (PSE)

1. The meeting was called to order at 6:32 pm.
2. Minutes from the previous meeting (May 15, 2019) were approved.
3. Public comment
 - Gloria Saylor said that she watched the Council study session where CCAC presented and that Mike and James did a great job.
 - Randall Samstag said that the CCAC should remain a Committee and not be converted to a Task Force.
4. Greenhouse gas inventory for schools
 - Jessie Sheldon is Bainbridge High School graduate and a current Colorado College student who is interning with EcoAdapt for the summer. She is helping to develop a school curriculum on doing a greenhouse gas inventory. The City of Bainbridge and the Bainbridge Island schools can work together in the future to update the Bainbridge Island inventory, which would reduce costs and provide valuable experience for the students.
5. Shoreline Master Program (SMP)
 - The state requires that every jurisdiction do a periodic review of its SMP every eight years; the City of Bainbridge Island is required to do its update by June 2020.
 - The SMP is a partnership with the Department of Ecology so our goals, regulations, and policies must be consistent with the state's Shoreline Management Act.
 - The periodic review must meaningfully integrate sea level rise into our Shoreline Master Program. Christy Carr and Tiara Adler came to invite the CCAC to be involved in this effort. The CCAC formed a subcommittee (Lara, Deb) to work with Christy and Tiara on this. The heavy lifting will be this summer and fall.
6. Transportation strategies for Bainbridge Island
 - Deb Weinmann presented her report on Community-focused Strategies to Reduce GHG Emissions in the Transportation Sector on Bainbridge Island. We will aim to get the report posted on the City's website.
 - In 2018, Bainbridge Islanders owned 321 battery electric vehicles and 163 plug-in hybrid electric vehicles. Bainbridge Island has 4x more per capita ownership of these vehicle types than Kitsap County as a whole. There was a 16% average annual increase in ownership of these vehicles here over the last 3 years. Deb is gathering the data on the total number of passenger vehicles on the island so we can know the percentage.
 - Bus ridership through the island (routes 90, 91, 92) has decreased since 2012. Intra-island ridership has increased slightly. Combined ridership was just over 500,000 in 2018.
 - We discussed the following strategies in Deb's report:
 - Increasing the adoption of electric vehicles. Hold an EV forum to provide information about savings, incentives, performance, convenience, etc.; organize EV drive events; increase EV charging infrastructure (beyond the four level 2 chargers currently on the island); try to partner with PSE to offer incentive programs; pass an "EV-ready" ordinance for any new developments.
 - Promote bus ridership.
 - Increase non-motorized travel in collaboration with community groups.



CITY OF
BAINBRIDGE ISLAND

CLIMATE CHANGE
ADVISORY COMMITTEE
JUNE 19, 2019

7. Updates and report outs

- CCAC membership: Michelle McClure is leaving the CCAC and will be joining ETAC.
- CCAC as a task force: We discussed the proposal in Council to convert the CCAC into a task force.
- City Council Study Session: James and Mike reported out on the City Council Study Session where they presented the CCAC work plan.
- CCAC/Utility Advisory Committee (UAC) subgroup: The subgroup will meet and provide the Council with information on what other franchises are doing and ideas about what could be included in the Puget Sound Energy franchise discussion.
- Capital Improvement Plan: The police station is a large part of the capital budget (30% for the next six years). The CCAC should advise on how to apply a climate change lens to the design to protect that investment and reduce greenhouse gas emissions.
- GHG inventory: We are waiting for the draft report from the consultants.
- Green building: The Design Review Board sent a memo to the City on green building in September 2018, which the City has not acted on. CCAC and the Design Review Board could send a joint memo to Council with recommendations.
- City Green Team: Nora and Mike met with the COBI Green Team and learned about some great work that they are doing internally.

8. Outline for Climate Action and Adaptation Plan

- New title: Climate Mitigation and Adaptation Action Plan.
- We aim to get this plan done by the end of the year.
- We discussed integrating equity/social justice into the plan.
- Mike, Nora, Lara, and Jens will draft a possible process, including public input.

9. Other business: Next meeting rescheduled for Monday, July 15 at 6:30 pm.

10. The meeting was adjourned at 8:38 pm.


Co-Chair 7/13/2019 07/15/19

COBI ETHICS BOARD

Regular Meeting

Monday May 20, 2019

Minutes

1. Call to order. Meeting was called to order at 6:30 pm. Present were Suzanne Keel-Eckmann, Brian Strully, Scott Wilder, Maradel Gale. Deputy City Attorney Robbie Sepler and Councilmember Sarah Blossom, serving as liaison for City Council.
2. Changes or Additions to Agenda. Chair Suzanne Keel-Eckmann added an Executive Session with the Deputy City Attorney to occur as item 4 on the agenda.
3. Disclosure of conflicts of interest. None were reported.
4. The meeting was adjourned to the Planning Conference Room for the Executive Session.
5. The public meeting resumed at 7:00 pm.
6. The meeting notes for Monday, April 15, 2019 were approved as distributed.
7. Public comments were made by Peter Berg, James Friday, Chair of Race Equity Task Force and Erin Phillips.
8. The Ethics Board discussed, amended the draft and accepted a final version of 2019-02, filed by Bonnie McBryan regarding Councilmember Rasham Nassar. This will be forwarded to the complainant and respondent and to City Council through the City Clerk.
9. The Ethics Board discussed and amended the draft and accepted a final version of 2019-09, filed by Sal DeRosalia regarding Councilmember Joe Deets. The final opinion will be forwarded to the complainant and respondent and to City Council through the City Clerk.
10. The Ethics Board discussed the work plan for recommending changes to the Ethics Code. The initial drafting work will be done by Suzanne Keel-Eckmann, Scott Wilder, Mayor Kol Medina and Deputy City Attorney Robbie Sepler.
11. The next meeting of the Ethics Board is on Monday, June 17, 2019.
12. The meeting was adjourned at 8:15 pm.


Suzanne Keel-Eckmann, Chair 7/15/19



Minutes

1. Call to Order / Accept or Modify Agenda / Conflict of Interest Disclosure

The meeting was called to order at 6:35 pm.

Members: James Friday (Chair), Susan Wilmot (Vice-Chair), Kian Ashabi, Brenda Fantroy-Johnson, Janna Chan, Savanna Rovelstad

Councilmember Liaisons: Joe Deets, Rasham Nassar, Matthew Tirman

2. Public Comment

- Cindy Anderson: The entire city government should be able to work in a non-harassing environment. There was a racially insensitive sign on the back of a police car. This would make it difficult for any person of color to be working there. Chief sent a message for everyone to take anything extra off their car, but concluded his message saying that no one did anything wrong. I would like to ask the chief if that's his personal opinion or was that passed through the chain of command. What is the city's policy regarding placing racially insensitive messages on city property?
- Sal DeRosalia: What is the recourse if someone brings a complaint to the code of conduct.
 - Sue: There is no recourse. You contact the designees.
 - James: We will respond to the complainant that the situation is being dealt with.
- Charlotta Rovelstad: I would like to second the concern regarding the decals on police cars. RETF should address this and share with the community your response.
- Ariel Armijo: There needs to be transparency – what happens if someone complains? I've been requesting public records and there is no official framework if an officer does something insensitive. There is no counseling or coaching, and this feels disingenuous. There is no official documentation.
- Karen Vargas: Years ago we formed a racial equity task force. When I went to get the records from the police the station said they don't keep records beyond 7 years. These records indicate how often these instances are happening – this allows us to track the history of these incidents. We need to make sure these records are kept. I was told they only keep records of murders. How are we really looking at these incidents and addressing them if we don't have records?
- James: The RETF has been developing a procedural manner about how to deal with these incidents. For instance, we will forward them to city departments that are more prepared to deal with them (i.e. legal implications). We're in the process of keeping an active correspondence going. We just went through a meeting to identify procedures to address these issues. This process is retroactive.
 - Brenda: We are committed to addressing every complaint.
 - Council Member Tirman: This is not an investigatory body. We are awaiting recommendations from the partner organization we sign on with.
 - Council Member Nassar: Regarding the nature of some of these recent discoveries, the city manager called them "legally sensitive" which requires internal handling – police department and union.
 - Ariel: If there's ongoing litigation does that affect an open records request?
 - Council Member Tirman: Yes
 - Council Member Deets: The city clerk will identify what is available and what is confidential.

3. Accept or Revise Meeting Minutes from April 18, 2019

- Minutes accepted as written



4. Facilitators - Review recommendations for potential facilitators to bring into a study session

- No additional recommendations at this time

5. Common Ground Networking – Brenda

- Brenda: We had different people and committees going to folks with questions and decided to standardize the questions. Is there a common location where we can save internal documents (share drive)?
- Council Member Tirman: In your city account there are share drives. The city admin can also set up a private box for everyone. One of us will follow up with Brenda on this.
- **Action Steps:**
 - **City council liaisons will follow-up with Brenda regarding access to a share drive.**

6. Public Safety Committee: Opportunities for RETF counsel/involvement

- Council Member Deets: James and Kian attended the last meeting. We're undergoing changes with a lot of our committees including expanding membership for all council members to be more inclusive. How would we work this with RETF and other committees? I would like to see more cross-working with all task forces and committees.
- James: We enjoyed the opportunity to meet with the committee. We found there was a lot more information we could gather and decided that a RETF member should attend the quarterly meetings. We are visitors there – we don't get to change policy. We want to attend as a member of the public, but welcome being introduced to the committee ahead of the meeting.
- Sue: It would be nice to get a list of committees and when they meet so we can organize and schedule attendance. We identified committees of interest: Public Safety (Kian), Planning Commission, Ethics (James - every third Monday), Cultural Funding (Brenda - meetings start in the fall, \$300k allocation), Lodging Tax Committee (Sue - starts in the fall - \$270k allocation).
- Council Member Tirman: There's a webpage that shows all committees and meetings. We can introduce you to the chair and vice chairs.
- Kian: We got to see the larger picture of what's going on.

7. Signage: Should the RETF put together a recommendation for public signs indicating that Bainbridge is an inclusive place?

- Brenda: We should develop an inclusive sign that is not specific to one group. I like: "We welcome everyone."
- Sue: I want to make sure it's not just for visitors – it's for people who live and work here, too.
- Kian: I was originally opposed to the sign because I thought it was superficial and masking a real problem. I'm not completely opposed anymore. We should put our watermark on it. Can we create a sign that says: "I'm being discriminated against – the RETF can help"? This allows us to show who we are and the resources available to people. This is stronger than just saying "we accept everyone". This is asserting the RETF through signage.
- James: I propose a sub-committee is created to look into signage.
 - Proposal to create a subcommittee passes.
- **Action Steps:**
 - **Brenda and Kian will be subcommittee members.**
 - **Develop a plan, locations, messaging, process, etc.**
 - **Janna will be their critical friend.**



8. City Events/Outreach: Opportunities for RETF presence at city events; recommendations for new events or guest speakers to grow race equity awareness – e.g. July 4th Fair, Farmer's Market

- Brenda: The Grand Old Fourth deadline is June 14 to get a booth. We would fall under information only. The price is \$100.
 - Motion to staff a booth at the event passes
 - Attendance: Sue, Brenda, James, Savanna
- Sue: Can we share space with another city booth?
- Farmer's Market: We will table a motion to staff a booth after we debrief the July 4 booth.
- **Action Steps:**
 - Council liaisons will check with city manager about sharing the city's booth and budget to create a banner and outreach card.
 - Janna: Send information to city council/city comms manager for the development of an outreach card: Mission, Vision, meeting times, website address
 - Farmer's Market: Brenda will look into space availability. Brenda and Sue volunteer to staff the booth.

9. Process for handling inquiries from the public

- Sue: Complaints involving the city are forwarded to liaisons. James will respond to complainant that it has been received and forwarded.
- Brenda: We need a formal written process.
- **Action Steps:**
 - Sue will write out the process and send to Roz to share out to the RETF for feedback.

10. "Citizen's" Academy

- City council report out from retreat
 - Council Member Nassar: There is broad support from the city council. We discussed two recommended versions – short course (2-3 courses) long course (15 weeks). Morgan took our feedback and will bring back for further discussion. The RETF role will be discussed at city council and city manager level. RETF is welcome to listen to the conversation when it comes back on our agenda (the next study session). The recommendation will be for the RETF to play a role in this.
 - Council Member Tirman: The intent is to increase knowledge of city government to bring more people into the fold.
- Renaming
 - Council Member Nassar: This will part of the details of the council discussion. None of the examples from other cities used the word "citizen" – it will be up to us to decide the name.

11. Data Collection Update

- Motion passes to pause data collection.
- Kian: Juvenile crime stats are from the past few months. I requested data from the police department from year 2000 on and did not receive it. You cannot see any personal information regarding the incidents.



- United Brothers and Sisters: Contacted Peter and he referred me to Cheryl. The club is not meeting now, but there is a graduation for Native American students this Saturday at 4pm at BHS.
- If we want to understand racism on the island, we would need to conduct a survey ourselves.
- James: We would need to go through multiple channels to do this.
- Savanna: James sent me info on BHS and there is nothing there that we need to know.
- James: We're trying to gather this data and it's outdated or unavailable.
- Sue: There's limitations on the data we're looking for.

12. Youth Mental Health – Council Member Tirman Report Out

- Council Member Tirman: The city council was presented with a proposal from Kitsap Services and Bainbridge Youth services – we were underwhelmed with how the city would fund youth mental health services. The proposal was not representative of the equity we're trying to build on the island. We formed a council member task force (Council Member Tirman, Council Member Nassar, Council Member Deets). We will meet with Kitsap Services on June 24.
- James: Is there a program in place to provide meals for kids during school break?
 - Council Member Tirman and Council Member Nassar: We are unaware of any programs to provide meals over the summer.

13. Agenda items for July meeting

- Tentative meeting: July 11
- July 4 booth debrief
- Report back from GARE and People's Institute
- Farmer's Market Update
- Signage Subcommittee update
- Ethics committee meeting report out (from June 17)
- Discuss reaching out to community groups
- Discuss RETF purpose
- Review public email procedures

14. Comments for the good of the order

15. Adjournment

The meeting adjourned at 8:08 pm.


James Friday, Chair
7/11/19 07/11/19