



**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, SEPTEMBER 10, 2019**

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

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **CLOSED SESSION**
 - 2.A **Pursuant to RCW 42.30.140(4), the Council will conduct a closed session related to collective bargaining negotiations,** 30 Minutes
3. **PLEDGE OF ALLEGIANCE / APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:35 PM**
4. **PUBLIC COMMENT - 6:40 PM**
5. **MAYOR'S REPORT - 6:55 PM**
6. **CITY MANAGER'S REPORT - 7:00 PM**
7. **PRESENTATION(S)**
 - 7.A **(7:05 PM) Proclamation Declaring September 11, 2019 as "A Day of Service and Remembrance" - Mayor Medina** 5 Minutes
Proclamation - A Day of Service and Remembrance 2019
8. **UNFINISHED BUSINESS**
 - 8.A **(7:10 PM) Set Public Hearing on Ordinance No. 2019-25 Relating to Design Guidelines - Planning,** 10 Minutes
 - 8.B **(7:20 PM) Possible Moratorium Extension: Items Included and Duration - Planning,** 20 Minutes
WMP Study Area Zoning Map.docx
Ordinance No 2019-10 Extending the Development Moratorium Approved 032619.pdf

- 8.C (7:40 PM) Schedule a Public Hearing on Ordinance No. 2019-26, Related to the Extending the Moratorium on Certain Development Activities - Planning, 5 Minutes**

- 8.D (7:45 PM) Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) and Tiny Homes - Planning, 60 Minutes**

Staff Memo on Tiny Homes and RVs

Ordinance 2019-09 DRAFT 073119

October 2018 Legal Memo on ADUs

Building Official Memo RV as Permanent Living

BIFD Memo - RVs - CC 23 Jul 2019

Kitsap RV Dump Stations

Building Official Memo re Tiny Home Appendix Q Adoption

Appendix Q

City Zoning Map

ADU Use Specific Standards 18.09.030 Attachment A

9. NEW BUSINESS

- 9.A (8:45 PM) Professional Services Agreement with Framework for Island Center Subarea Plan - Planning, 10 Minutes**

PSA with Framework for Island Center Subarea Planning

Attachment A - Framework Island Center Subarea Planning Scope of Work

- 9.B (8:55 PM) Option to Refund Outstanding 2007 and 2008 Open Space LTGO Bonds at Lower Interest Rates - Finance, 10 Minutes**

- 9.C (9:05 PM) Engagement Letter, Bond Underwriter Piper Jaffray - Finance, 10 Minutes**
Piper Jaffray Bond Underwriter Engagement Letter

10. COUNCIL DISCUSSION

- 10.A (9:15 PM) Review Council Comments on Puget Sound Regional Council's Vision 2050 Plan - Councilmember Peltier, 10 Minutes**
Draft Comments per Vision 2050

11. CONSENT AGENDA

- 11.A (9:25 PM) Agenda Bill for Consent Agenda, 5 Minutes**

- 11.B Accounts Payable and Payroll**

Report to Council of Cash Disbursements 09-11-19.pdf

Payroll.pdf

- 11.C City Council Study Session Minutes, August 20, 2019**
City Council Study Session Minutes, August 20, 2019.pdf
- 11.D City Council Regular Business Meeting Minutes, August 27, 2019**
City Council Regular Business Meeting Minutes, August 27, 2019.pdf
- 11.E Memorandum of Understanding between Kitsap County Sheriffs Office and Bainbridge Island Police Department Regarding Registered Sex Offender Address/Residency Verification Program Grant - Police** 5 Minutes
MOU - Registered Sex Offender Address/Residency Verification Program Grant
- 11.F Wyatt/Madison Roundabout Project Right-of-Way and Temporary Construction Easement Acquisition - Public Works** 5 Minutes
ROW Easement Agreement - MARE - Parcel No. 272502-4-184-2004
ROW Easement Agreement - MARE - Parcel No. 272502-4-185-2003
TCE - MARE - Parcel No. 272502-4-009-2007
TCE - MARE - Parcel No. 272502-4-184-2004
TCE - MARE - Parcel No. 272502-4-185-2003
Memorandum - CLS Evaluation
- 11.G Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison Roundabout Project - Public Works** 5 Minutes
Amendment No. 5 to PSA with Contract Land Staff LLC
- 11.H Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control - Public Works** 5 Minutes
Amendment No. 1 to ILA for Noxious Weed Control
2017 ILA for Noxious Weed Control
- 11.I Ordinance No. 2019-23, Re-establishment of the Salary Commission - Executive** 5 Minutes
Ordinance No. 2019-23, Re-establishment of the Salary Commission
Exhibit A to Ordinance No. 2019-23 - Track Changes

12. COMMITTEE REPORTS

- 12.A (9:30 PM) Committee Reports,** 5 Minutes
Climate Change Advisory Committee Minutes, July 15, 2019
Race Equity Task Force Minutes, August 15, 2019
Utility Advisory Committee Minutes, June 26, 2019

13. FOR THE GOOD OF THE ORDER - 9:35 PM

14. ADJOURNMENT - 9:45 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: September 10, 2019

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: Pursuant to RCW 42.30.140(4), the Council will conduct a closed session related to collective bargaining negotiations,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Discussion.

SUMMARY:

Council will conduct a closed session related to collective bargaining negotiations.

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: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:05 PM) Proclamation Declaring September 11, 2019 as "A Day of Service and Remembrance" - Mayor Medina

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation

PROPOSED BY: City Council

RECOMMENDED MOTION:

Presentation only.

SUMMARY:

The attached proclamation declares September 11, 2019, as "A Day of Service and Remembrance." It is one of the annual proclamations that the Mayor may sign without further City Council action.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Proclamation - A Day of Service and Remembrance 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



PROCLAMATION

WHEREAS, on September 11, 2001, the American people endured with courage and heroism the worst terrorist attack on U.S. soil in the nation's history; and

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, the Edward M. Kennedy Serve America Act, approved by Congress and enacted into law on April 21, 2009, directed September 11th to be observed and recognized as an annual "National Day of Service and Remembrance" and charged the Corporation for National and Community Service with leading this nationwide effort; and

WHEREAS, participating in service and remembrance activities on September 11th is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today, including veterans, soldiers, military families, and first responders; and

WHEREAS, on September 11, 2011, and on the days leading up to and following this day, citizens of Bainbridge Island have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs; and

WHEREAS, the Bainbridge Island American Legion Colin Hyde Post 172 will observe this day with a ceremony beginning at 7:00 p.m. on September 11, 2019, at the Legion Hall on Bucklin Hill Road, to which the public is invited;

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim September 11, 2019, as

A DAY OF SERVICE AND REMEMBRANCE

in the City of Bainbridge Island and call upon the people of Bainbridge Island to honor the lives and memories of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.

DATED this 10th day of September, 2019

Kol Medina, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:10 PM) Set Public Hearing on Ordinance No. 2019-25 Relating to Design Guidelines - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to schedule a public hearing on Ordinance No. 2019-25 on September 24, 2019.

SUMMARY:

City staff and its consultant (Framework) have been working on an update to the City's design guidelines since December 2108. Since then, two focus group meetings, two public meetings, and two City Council briefings have taken place (February 5 and June 4, 2019). The consultant also met with the Design Review Board six times, working with the Board to update the Design Guidelines. An existing conditions and gap analysis report and a draft set of design guidelines were presented to the City Council on June 4.

Ordinance 2019-25 is the ordinance that will adopt the updated Design Guidelines, titled "Design for Bainbridge," into the BIMC. The Planning Commission held a study session on the updated Design Guidelines on August 22, and recommended approval of Ordinance 2019-25 to the City Council after holding a public hearing on September 5. The proposed ordinance will be available with the official notice that will be published regarding the public hearing.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:20 PM) Possible Moratorium Extension: Items Included and Duration - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Discuss and decide what items, if any, should be included in an extension of the moratorium and, if extended, how long the moratorium extension should last.

SUMMARY:

During the regularly scheduled, biweekly moratorium update on September 3, 2019, the City Council expressed an interest in extending the moratorium for a limited period of time for a limited number of items. Particularly, during that discussion, the Council discussed the possibility, related to affordable housing, of including multifamily projects within the Winslow Master Plan Study Area and possibly neighborhood centers that propose development absent an affordable housing requirement (i.e., requiring a percentage of affordable housing for such development). The Council also discussed inclusionary zoning related to certain areas. The Council expressed an interest in possibly extending the moratorium for no longer than two months, or until December 2019, to not only include some of the items described above but to also allow for staff training and public education and outreach about the proposed new regulations, including related to subdivisions and design guidelines.

FISCAL IMPACT:

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

BACKGROUND: The moratorium for certain developments has been in place since January 2018 and the Council has adopted multiple amendments generally narrowing the scope of the moratorium since that time. Of the 7 items on the City Council's moratorium workplan, two are complete or slated to be complete before the moratorium is set to expire on October 3, 2019 (subdivision standards, design guidelines update) and one item

requires no additional action. The items that are not complete or set to be complete include the critical area integration into the shoreline master plan, the amendment to the Site Plan Review and Conditional Use criteria , affordable housing requirements, and Accessory Dwelling Unit regulation amendments.

ATTACHMENTS:

[WMP Study Area Zoning Map.docx](#)

[Ordinance No 2019-10 Extending the Development Moratorium Approved 032619.pdf](#)

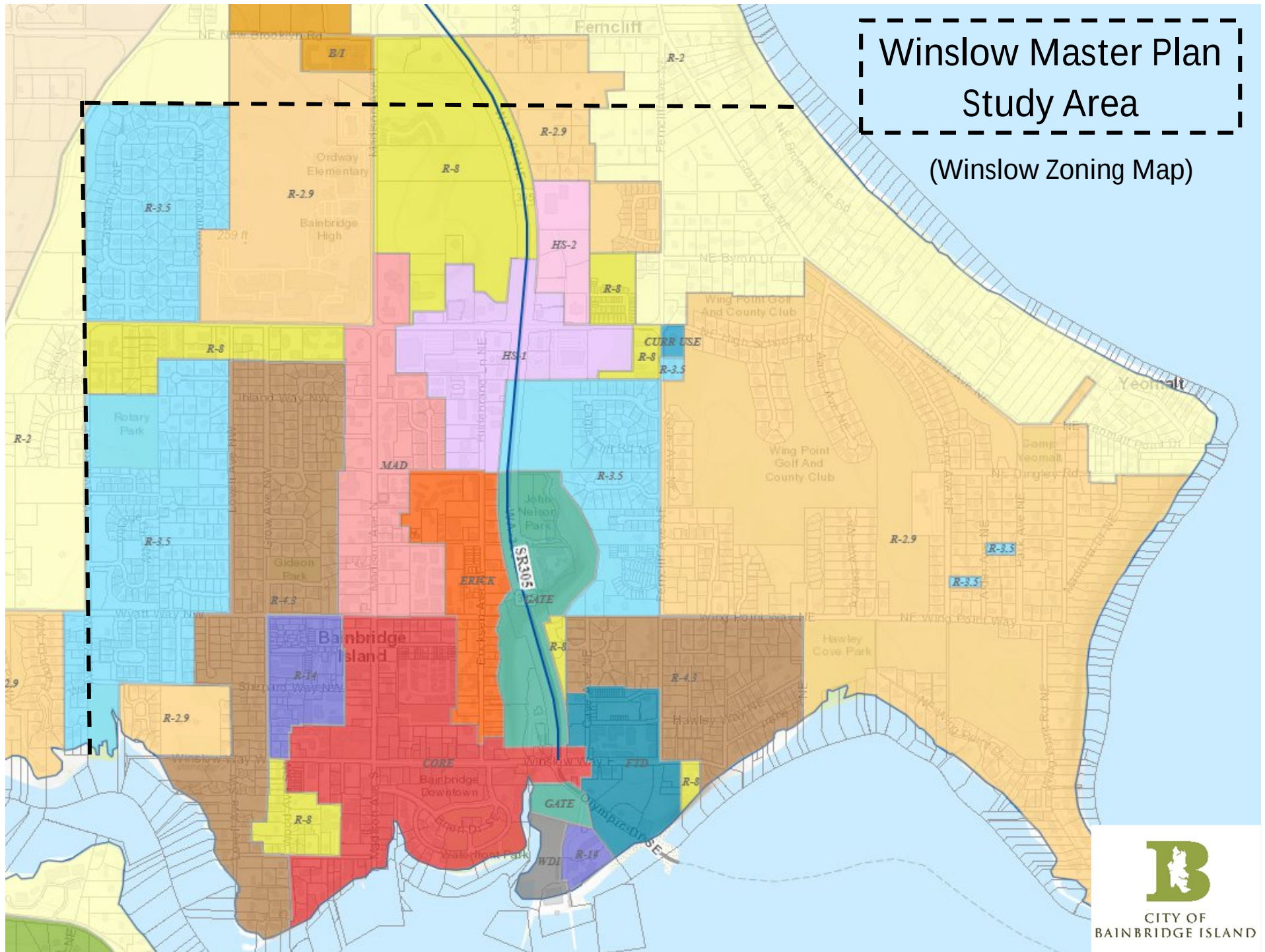
[Development Moratorium Summary Effective 20190403.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

EXHIBIT B



ORDINANCE NO. 2019-10

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2018-43; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months until October 3, 2019.

WHEREAS, on January 9, 2018, the City Council enacted Ordinance No. 2018-02 and thereby established a temporary emergency moratorium on the acceptance and processing of certain Permit Applications, as defined in Section 2 of Ordinance No. 2018-02; and

WHEREAS, the City Council and City staff received feedback and comment from individuals related to the moratorium and, based partly on that feedback and comment, the Council determined that certain exclusions to the moratorium needed to be amended to clarify the Council's intent regarding such exclusions; and

WHEREAS, on January 16, 2018, the Council enacted Ordinance No. 2018-03, which amended Ordinance No. 2018-02 to clarify some of the exclusions; and

WHEREAS, the Council and City staff received additional feedback and comment from individuals related to the moratorium and, based partly on that feedback, the Council determined that further amendment was necessary to clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

WHEREAS, on February 15, 2018, the Council enacted Ordinance No. 2018-05, which amended and restated Ordinance No. 2018-02 and Ordinance No. 2018-03; and

WHEREAS, based on additional information and consideration related to educational facilities and preschools, as well as related to the applicability of the moratorium in the Mixed Use Town Center/Central Core Overlay District, on March 13, 2018, the Council approved Ordinance No. 2018-09 to further clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

WHEREAS, this moratorium was imposed, in part, to allow the City Council and City staff adequate time to complete the Critical Areas Ordinance Update process, and to address the Council's concerns about the City's development review process, standards, and guidelines, as well as regarding affordable housing related issues; and

WHEREAS, the Council adopted the Critical Areas Ordinance Update (Ordinance No. 2018-01) on February 27, 2018, and the updated Critical Areas Ordinance took effect on April 23, 2018; and

WHEREAS, critical areas within the City's shoreline jurisdiction are regulated by the City's shoreline master program (see, e.g., Chapter 16.12 BIMC, RCW 36.70A.480(3)(b)); and

WHEREAS, integration of applicable critical areas regulations into the shoreline master program is essential to ensuring adequate protection of critical areas within the shoreline jurisdiction and no net loss of shoreline ecological functions; and

WHEREAS, regulations for critical areas within the City's shoreline jurisdiction are in the process of being updated through an amendment of the City's shoreline master program consistent with the Shoreline Management Act and that amendment process was ongoing as of July 9, 2018, which was the original date that the moratorium was set to expire, and that process continues to be ongoing; and

WHEREAS, the City Council approved Ordinance 2018-14 on April 24, 2018, amending the development moratorium in order to have the provisions of Section 3.B. only apply within the City's shoreline jurisdiction areas (Chapter 16.12 BIMC); and

WHEREAS, a number of moratorium priorities were identified at a joint meeting of the City's Design Review Board and Planning Commission on February 22, 2018, including the following:

- (1) Revise review procedures for preliminary subdivisions to include the Design Review Board and Planning Commission in process; and
- (2) Analyze alternatives to decision-making authority for the Design Review Board, Planning Commission, and Hearing Examiner for subdivisions, conditional use permits, and site plan and design review; and
- (3) Identify specific development standards to review/revise in Chapters 18.12 and 18.15 of the Bainbridge Island Municipal Code; and
- (4) Initiate rewrite of subdivision design standards in Chapter 17.12 of the Bainbridge Island Municipal Code; and

WHEREAS, at the 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 7 and 21, June 4 and 18, August 6 and 20, September 4 and 17, and October 15, 2018, the City's Design Review Board discussed alternatives for revisions to the City's land use review procedures and/or subdivision design guidelines; and

WHEREAS, on March 22, May 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 land use review procedures, subdivision design guidelines, and/or subdivision standards; and

WHEREAS, the City provided legal background on the roles of land use bodies, presented in a memorandum from attorney James E. Haney (outside legal counsel for the City) entitled, “*Roles of City Council, Planning Commission, Design Review Board, and Hearing Examiner in Land Use Permits*,” dated June 1, 2018, and the City Council had a special workshop related to land use review procedures on August 27, 2018; and

WHEREAS, the City’s Planning Commission completed their review of land use review procedures and forwarded their recommendations on those issues to the City Council, and on December 11, 2018, the Council enacted Ordinance No. 2018-20 related to revisions and updates to the City’s land use review procedures; and

WHEREAS, as part of the Planning Commission’s review and consideration of the City’s subdivision review procedures, design guidelines, and standards, the Commission has been considering a proposed ordinance, Ordinance No. 2019-03; and

WHEREAS, on February 13, 2019, and continuing to February 28, 2019, the Planning Commission conducted a public hearing on Ordinance No. 2019-03, and subsequently forwarded the proposed ordinance and their recommendations to the City Council; and

WHEREAS, each of the multiple Design Review Board and Planning Commission meetings as described above included an opportunity for public comment on the alternatives for revisions to the City’s subdivision guidelines, standards, dimensional standards, and/or land use review procedures; and

WHEREAS, the City Council reviewed and considered proposed updates to the City’s subdivision regulations at regularly scheduled meetings on September 4 and 11, October 9, and December 4, 2018, and January 22, 2019; and

WHEREAS, the City Council is in the process of considering the Planning Commission’s recommendations related to proposed updates to the City’s subdivision regulations as included in Ordinance No. 2019-03, including at the Council’s meeting on March 19, 2019, and the Council will consider those subdivision regulations further at subsequent meetings; and

WHEREAS, City staff is working with the Design Review Board and a consultant team related to updating the City’s Design Guidelines (BIMC 18.18.030) more generally (i.e., the design guidelines that aren’t included in the separate effort described above related to design guidelines for subdivisions), and that work is not expected to be completed until the end of July 2019; and

WHEREAS, on June 12, 2018, the City Council authorized the execution of a professional services agreement to conduct an economic market analysis and feasibility study regarding a new inclusionary zoning program and updates to the City’s Transfer of Development Rights program, both of which address affordable housing related issues; and

WHEREAS, on July 24, 2018, the Affordable Housing Task Force (“AHTF”) presented its final report to the City Council and the Council discussed the recommendations more thoroughly on August 21, 2018; and

WHEREAS, on October 2 and December 4, 2018, the City Council received a project update on the economic market analysis from the consultant (ECONorthwest/Forterra) related to inclusionary zoning and possible updates to the City’s Transfer of Development program; and

WHEREAS, on February 19, 2019, the City Council reviewed and provided direction to staff related to the ECONorthwest/Forterra final report and the AHTF report recommendations, and the Council discussed the status of the Council’s Affordable Housing Ad Hoc Committee; and

WHEREAS, City staff members are currently working on prioritizing and organizing work on the inclusionary zoning and other AHTF report recommendations which were endorsed by the Council at its February 19, 2019, meeting and work is ongoing in this effort; and

WHEREAS, on February 27, 2018, the City Council was provided with a moratorium work program; and

WHEREAS, on April 10, May 22, June 5, June 19, July 17, August 21, September 4 and 18, October 2 and 16, November 6 and 20, and December 4, 2018, as well as on January 15, February 5 and 19, and March 5 and 19, 2019, the City Council was provided further moratorium work program status report updates; and

WHEREAS, on June 26, 2018, the City Council held a public hearing and approved Ordinance 2018-23, extending the development moratorium for another 90 days until October 9, 2018; and

WHEREAS, on September 25, 2018, the City Council held a public hearing and approved Ordinance 2018-41, and thereby extended the development moratorium for another six (6) months, and in so doing narrowed the moratorium to remove two-lot short subdivisions in which there is an existing single-family residence from the moratorium; and

WHEREAS, on October 16, 2018, the City Council discussed integrating critical area regulations into the Shoreline Master Program (Chapter 16.12 BIMC) and made the policy decision to not apply new Aquifer Recharge Protection Area regulations (BIMC 16.20.100) within the City’s shoreline jurisdiction areas; and

WHEREAS, as a result of that policy decision, and the City Council’s affirmation on October 23, 2018, that the moratorium should be narrowed in that manner, the Council directed staff to prepare an ordinance to entirely remove Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City’s shoreline jurisdiction areas) from the moratorium; and

WHEREAS, on October 23, 2018, the City Council discussed additional revisions to the development moratorium, including related to excluding from the moratorium certain permit applications for development in the Business/Industrial zoning district, and the Council directed staff to prepare an ordinance to narrow the moratorium accordingly; and

WHEREAS, on October 23, 2018, the City Council also discussed potentially further narrowing provisions of the moratorium related to applications for new short subdivisions that the Council had previously narrowed, and the Council decided to not take such action at that time pending the Planning Commission's ongoing but not yet completed work related to subdivisions, including new subdivision design guidelines and revised subdivision standards and review procedures; and

WHEREAS, on October 23, 2018, the City Council also discussed issues related to making condominiums out of accessory dwelling units ("ADUs") and common ownership of ADUs, and the Council directed staff to work on possible revisions to the BIMC to allow the Council to further consider the common ownership issue related to ADUs; and

WHEREAS, given that the Washington State Legislature is considering in the current legislative session bills that would impact the regulation of ADUs, the City is awaiting possible action by the Legislature because such action could impact the City's efforts on this issue; and

WHEREAS, on November 13, 2018, the City Council approved Ordinance 2018-43, and thereby narrowed the moratorium as requested by the Council and described above related to entirely removing Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City's shoreline jurisdiction areas) from the moratorium, and broadening an exclusion related to certain Major Site Plan and Design Review and Major Conditional Use Permit proposals to include in that exclusion such proposals for properties located in the Business/Industrial District; and

WHEREAS, although the City has been working to address the land use issues identified in the development moratorium, as described above, the work is ongoing and not yet completed; and

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

WHEREAS, the moratorium promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which this moratorium was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency, except as described above, nor the effective date of the moratorium, which is January 9, 2018.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the moratorium, as established by Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, and 2018-43.

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

Section 3. Moratorium Amended. The moratorium is hereby amended, as also stated in Section 6 below, to extend the moratorium until October 3, 2019, which is six (6) months beyond the current duration of the moratorium, based on an effective date of this ordinance of April 3, 2019.

Section 4. Moratorium Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made, and the City has thereby previously extended the moratorium as described herein based on the work plan that has been developed and the findings of fact that have been made in this ordinance and the previous ordinances related to this moratorium, and the City is hereby renewing and extending the moratorium for an additional six months based on an updated work plan (see attached Exhibit A), conducting another public hearing, and adopting additional findings of fact as stated in this ordinance.

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

Section 6. No Change to Basis for Declaration of Emergency; Effective Date; Duration. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declarations stated in the moratorium ordinances which preceded this ordinance, Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, and 2018-43, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the "Whereas" clauses of Ordinance No. 2018-02 and Ordinance No. 2018-03, and were restated and supplemented in Ordinance No. 2018-05 and Ordinance No. 2018-09, and Ordinance Nos. 2018-14, 2018-23, 2018-41, and 2019-43, as well as in this ordinance, and those "Whereas" clauses are adopted as findings of fact. This ordinance amending the moratorium shall remain effective for the updated period as established for the moratorium, which is currently scheduled to expire based on this ordinance on October 3, 2019, unless terminated earlier by the City Council. This ordinance does not change the effective date of the moratorium, which is January 9, 2018. The Council may, at its sole discretion, renew the

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

PASSED by the City Council this 26th day of March, 2019.

APPROVED by the Mayor this 26th day of March, 2019.



Kol Medina, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK	March 15, 2019
PASSED BY THE CITY COUNCIL	March 26, 2019
PUBLISHED:	March 29, 2019
EFFECTIVE DATE:	April 3, 2019
ORDINANCE NO:	2019-10

Attached: Exhibit A (Work Plan)

Exhibit A

Moratorium on Certain Developments Work Plan Schedule, Ordinance No. 2019-10 (April – October 2019)

Work Program Item	Description
Subdivision Standards	Revise the subdivision standards to result in residential development that reflects Comprehensive Plan goals and policies included in the land use, housing, and environmental elements.
Design Guidelines	Update and improve the design guidelines and review process to result in higher quality development that reflects the Island's values and character.
Conditional Use / Site Plan Decision Criteria	Revise criteria to reduce subjectivity in decision-making and better ensure outcomes consistent with the Comprehensive Plan.
Affordable Housing	Develop an affordable housing work program in response to Inclusionary Zoning / Transfer of Development Rights and Affordable Housing Task Force reports.

April 3, 2019

DEVELOPMENT MORATORIUM SUMMARY: Effective beginning January 9, 2018 until October 3, 2019. (Ordinance No. 2018-02, amended by Ordinance Nos. 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43 and 2019-10).

Development Activity PROHIBITED During the Moratorium:

- A. All applications for new short subdivisions (BIMC 2.16.070), except two-lot short subdivisions in which there is an existing single-family residence, new preliminary long subdivisions (BIMC 2.16.125), and new large lot subdivisions (BIMC 2.16.080).
- B. Major Site Plan and Design Review and Major Conditional Use Permit proposals that are not otherwise subject to this moratorium and that did not, before the effective date of the moratorium, have a pre-application conference on the Planning Department's calendar. Provided, that the moratorium does not apply to Major Site Plan and Design Review and Major Conditional Use Permit proposals for properties located in the Mixed Use Town Center/Central Core Overlay District or the Business/Industrial District.

EXCEPTIONS to the Above Development Activities Prohibited During the Moratorium:

- A. Permits and approvals for affordable housing projects that qualify as Housing Design Demonstration Project (HDDP) Tier 3 projects pursuant to BIMC 2.16.020.Q. and Table 2.16.020.Q-1, and
- B. Permits and approvals for government facilities and structures; educational facilities and preschools; wireless communication facilities; and emergency medical and disaster relief facilities.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:40 PM) Schedule a Public Hearing on Ordinance No. 2019-26, Related to the Extending the Moratorium on Certain Development Activities - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to schedule a public hearing on September 24, 2019, related to Ordinance No. 2019-26, which would extend the moratorium on certain development activities for two months.

SUMMARY:

This item is to schedule a public hearing on a proposed ordinance, Ordinance No. 2019-26, to extend the existing moratorium on certain development activities for two months. The current moratorium is set to expire on October 3, 2019. The proposed ordinance will be available with the official notice that will be published regarding the public hearing.

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: September 10, 2019

ESTIMATED TIME: 60 Minutes

AGENDA ITEM: (7:45 PM) Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) and Tiny Homes - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

Continue discussion and consideration of tiny home communities and recreational vehicles. Confirm that a legislative review process be initiated with the Planning Commission.

SUMMARY:

To continue City Council consideration of options related to new rules for tiny home communities and utilizing RVs as permanent residences.

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. (See attached Deputy City Attorney Memo). 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. 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 their June 18 and July 23 meetings, 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.
5. Exempt ADUs on properties less than 40,000 sq. ft. in size from lot coverage requirements

Further discussion is needed regarding tiny home communities and utilization of RVs as permanent residences.

See attached background documents, including new staff memo with staff recommendations on tiny homes/RVs, timing related to adoption of tiny home building codes, and a memo from City Building Official Todd Cunningham and Bainbridge Island Fire Chief Hank Teran regarding the use of RVs for permanent housing.

ATTACHMENTS:

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

[Ordinance 2019-09 DRAFT 073119](#)

[October 2018 Legal Memo on ADUs](#)

[Building Official Memo RV as Permanent Living](#)

[BIFD Memo - RVs - CC 23 Jul 2019](#)

[Kitsap RV Dump Stations](#)

[Building Official Memo re Tiny Home Appendix Q Adoption](#)

[Appendix Q](#)

[City Zoning Map](#)

[ADU Use Specific Standards 18.09.030 Attachment A](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

Memorandum

Date: September 10, 2019
To: City Manager
City Council
From: Jennifer Sutton, AICP
Senior Planner
Subject: Tiny Home Communities and Recreational Vehicles; Proposed Ordinance 2018-09

I. MEETING PURPOSE

There are three development related code topics that City staff recommends for City Council discussion and consideration at the September 10, 2019 meeting:

- Allowing recreational vehicles (RVs) to be permanent residences, serving as a primary or accessory dwelling
- Regulating tiny home construction prior to State Building Code Update
- Zoning districts and density for tiny home communities

Additionally, Staff is bringing information from the Kitsap Public Health District to explain sewage disposal and potable water system requirements.

II. Council Policy Direction from July 23 City Council meeting

The City Council came to consensus on the following issues at the July 23rd meeting:

- Require common ownership of new ADUs, such that sale or ownership of an ADU separate from the primary single-family dwelling is prohibited.
- Relax the lot coverage standard to promote new ADU construction- ADUs will not count toward lot coverage limits on properties less than 40,000 square feet in size.
- 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.
- Allow a property to have two (2) tiny homes or RVs serving as ADUs in the zones where single-family residential is the predominant use.

These changes have been added to proposed DRAFT Ordinance 2019-09.

III. Sanitation and Potable Water Regulations

The [Kitsap Public Health District](#) is the agency that regulates sewage disposal and potable water requirements. The Health District will require the same water for tiny homes (with or without wheels) and RVs as permanent residences as they do for ADUs. For properties served by on-site septic, this means requiring a two-bedroom septic system allocated to the tiny home. If the property is served by sewer and/or a public water system, the tiny home may or may not need a separate sewer or water connection depending on the location of the utility lines and primary residence.

Composting toilets are permitted by the Health District. However, integrating a composting toilet into any residence, whether it is a single-family home or tiny home, does not eliminate the need to connect to a septic system or public sewer system. Residences with composting toilets still have wastewater from showers, washing machines, sinks, and dishwashers (known collectively as greywater) that septic systems or public sewer systems need to manage. Should RVs be allowed as permanent residences, sewage tanks from RVs could not be emptied into traditional septic systems, and an agreement with RV residents would be necessary to ensure that tanks are emptied at legal off-site pump out facilities. See the attached list of pump out facilities in Kitsap County.

If tiny homes and RVs are allowed as permanent residences, they would be required to meet the same potable water requirements that a conventional ADU is required to meet. A private exempt well can serve up to two residences (primary house and ADU/tiny home/RV) assuming the well design can support two residences, but a third unit of any kind, e.g. two tiny homes or RVs, would trigger conversion of the private well to a Group B public water system. Converting a private exempt well to a Group B public water system is difficult and requires additional upfront and ongoing costs (e.g., monitoring and reporting). Not every private exempt well would have the capacity to convert to a Group B public water system. Some requirements could be contracted out to a water service company. State and local potable water regulations prohibit the collection of rainwater (e.g., in a cistern) for use as potable water for residences.

IV. Recreational Vehicles as Permanent Residences

Staff has researched key issues related to RVs and life safety, fire protection, and mold prevention. The City Building Official and the Bainbridge Island Fire Department have each written memorandum to the City Council recommending denial of allowing RVs for permanent housing due to concerns regarding the life safety, permitting, and licensing of RVs (see attached).

Staff identified only one Washington jurisdiction that allows RVs as a primary residence. At least since 2008, the City of Ocean Shores has allowed RVs as a primary residence in one zoning district.

- Should RVs be allowed as the permanent residences?

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

Staff Recommendation: City staff recommends NOT allowing RVs to be used as permanent residences. See memo dated August 9, 2019 from the City Building Official. RVs are less safe than dwellings that meet the International Building Code (IBC) for a number of reasons, including:

- RVs lack the fire protection measures (see memo dated July 17, 2019 from the Bainbridge Island Fire Department).
- Plumbing and mechanical systems not designed for long term use;
- Mold & mildew generation during colder months with long term use;
- More generally, poor indoor air quality for inhabitants due to mold, mildew, & off-gassing of materials;
- Poor insulation resulting in higher energy consumption.

Lastly, RVs are not a “quick fix” for creating affordable housing because of potable water and sanitation requirements.

V. Washington State Building Code Regulations on Tiny Homes

City staff is researching options for adding tiny home regulations prior to the State Building Code Council's effective date of such standards (July 2020), which are anticipated for adoption by the end of 2019. See attached memo dated July 18 from the City Building Official.

Staff Recommendation: Staff recommends proceeding with the ordinance to allow tiny homes, but for the effective date of the ordinance allowing their use to occur after the State Building Code Council tiny home code is adopted at the end of 2019.

VI. Tiny Home Communities

At the June 18 City Council meeting, the Council also 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 two questions:

1. Where should tiny home communities be allowed - city wide, or limited to particular zones, or limited to properties of a minimum size?

Staff Recommendation: Staff recommends allowing tiny home communities to be located in the R-0.4 and R-1 zoning districts that are 1) a minimum of two acres and 2) within ½ mile of [Kitsap Transit routes](#). An exception to these requirements would be to allow for tiny home communities on properties with agriculture as the primary use or adjacent to agriculture properties. The farming community and the nonprofit *Friends of the Farms* have recently commented to the City Council about the lack of housing available for farmworkers, either seasonally or year round.

2. Should a density increase be granted for tiny home communities?

Staff Recommendation: Given high land costs on Bainbridge Island, tiny home communities will likely need an increase in density to happen. To encourage a tiny home community to be developed, staff recommends not applying a density limit to a tiny home community, and instead have the limiting factor related to the number of allowable tiny homes in a tiny home community be based on either the a) potable water and on-site septic design requirements, or 2) lot coverage requirements. Additionally, staff recommends developing to the following standards for tiny home communities to address potential transportation issues and visual impacts:

- o Require covered bike racks and electric bicycle charging stations
- o Require perimeter landscape buffers
- o Require parking (suggest 0.5 or 1 space per unit)

These standards would be in addition to the other health, natural resource protection, and safety standards that are required by the BIMC for development projects, such as dimensional standards, stormwater management, protection of critical areas, safe vehicle access design, and fire suppression.

VII. NEXT STEPS

As described above, staff is asking for City Council direction on policy questions related to RVs, regulating tiny home construction ahead of the effective updates to the State Building Code (July 2020), and the allowed zoning districts and density of tiny home communities. Any ordinance updating the current [ADU Use Specific Standards, BIMC Section 18.09.030.I.5](#) or any other section of BIMC Title 18 will begin with legislative review by the Planning Commission before returning to the Council for adoption.

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 in the R-5, R-4.3, R-3.5, R-2.9, R-2, R-1 and R-0.4 zones, 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 an accessory dwelling unit that is owned in the condominium form of ownership prior to the effective date of this ordinance. Further, this prohibition does not apply to an accessory dwelling unit that was lawfully in existence prior to the effective date of this ordinance, or an accessory dwelling unit for which a complete building permit application has been submitted for that accessory dwelling unit prior to 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 on lots smaller than 40,000 square feet.

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



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.

Memorandum

To: Heather Wright, Interim PCD Director

From: Todd Cunningham, Building Official

Re: Recreational Vehicles as Permanent Housing

Date: 08-09-2019

To support the ongoing City Council consideration related to the potential use of RVs for permanent housing, as Building Official, I have researched the issue to determine the potential of approving RVs as permanent housing under the applicable building codes. As a result of that research, I recommend that the City Council not allow the use of RVs as permanent living structures for several reasons, including the following:

- RVs are currently regulated as “Vehicles,” and as such construction of RVs is regulated by the Department of Labor and Industries (L&I) and the National Fire Protection Association (NFPA Standard 1192) as non-permanent living structures, not by the International Residential Code. Jurisdictions currently do not have building code regulatory authority for the construction of these units at the local level or related to regulating such vehicles other than a city’s authority to determine land use requirements, such as where they may be parked.
- There are significant fire protection life-safety concerns related to use of RVs as permanent living structures, as described by the Fire Chief, who has provided an opinion to the City based on his expertise related to fire protection and life-safety issues associated with RV units.
- The sewer system of an RV is a series of holding tanks designed to store raw sewage within the body of the unit until it can be properly disposed of. Handling of sewage is challenging and can lead to further health risks. There is also a potential for spillage of sewage during disposal operations; something that can be an environmental problem.
- The plumbing systems of RVs are of a much lower quality than housing regulated by building codes, and RVs are not designed for continual and prolonged use or the conditions that are known to take place in conventionally constructed homes using the IRC. Additionally, these systems are not insulated and are subject to damage from freezing.
- The mechanical (heating, refrigeration, and air-conditioning systems) of RVs are not designed for the impacts of full-time use. These systems are not regulated by the state energy codes nor are they designed for permanent living conditions and the impacts that a full-time dwelling might experience.
- The process of convection during periods of colder weather are known factors in the growth of mildew and mold in RVs, especially when not well-maintained. Poor air quality due to energy inefficiency and uncontrolled moisture conditions makes the potential for mildew and mold

growth a much greater health risk in an RV, which can expose the occupants to respiratory and other health risks.

- RVs are not energy inefficient; they are constructed to be much lighter than a tiny home or conventional house because they are a vehicle; having less insulation, much thinner walls, lower quality windows, and lower thermal values of insulation, all of which waste energy and can create moisture problems.
- RVs are constructed using materials which create higher levels of volatile organic compounds (VOCs) such as formaldehyde. These VOCs expose the occupants to long-term health risks when used as living spaces due to poor air quality and continual cookoff of those VOCs.

The City has an opportunity to employ other means to allow for homes through approval of tiny homes using the IRC. I encourage the Council to allow for the use of tiny homes in our community using the IRC while addressing RVs as a seasonal use (see definitions below) instead of a permanent means to provide housing.

Definitions:

WAC 296-150R-0020

"Recreational vehicle" is a vehicular type unit primarily designed as temporary living quarters for recreational camping, travel, or seasonal use that either has its own motive power or is mounted on, or towed by, another vehicle or as defined by NFPA 1192 Standard on Recreational Vehicles, current edition. Recreational vehicles include: Camping trailers, fifth-wheel trailers, motor homes, travel trailers, and truck campers.

RCW [43.22.335](#)

Manufactured homes, mobile homes, recreational vehicles—Definitions.

"Recreational vehicle" means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, and motor homes.

BAINBRIDGE ISLAND



FIRE DEPARTMENT

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

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

FAY BAINBRIDGE PARK

DUMP STATION

The trailer dump station at Fay Bainbridge Park closed on March 21, 2013. State regulations prohibit public dump stations from flowing into septic systems.

The septic system that was installed at Fay Bainbridge Park was designed to handle the park's public restrooms, shop and caretaker residence. It does not handle chemicals from recreational vehicles, and as a result the dump station was closed.

Please see below for a list of other dump stations in the area:

<u>Name</u>	<u>Location</u>	<u>Other Info</u>	<u>Fee to Dump</u>
Gliding Eagle Shell Station	8000 NE Little Boston Rd Kingston, WA 98346	Open year-round	\$7
Illahee State Park	3540 NE Sylvan Way Bremerton, WA	Open year-round	\$5
Karcher Creek Wastewater Treatment Plant	Beach Dr & Olney Ave Port Orchard, WA	Open year-round	Free
Kitsap County Fairgrounds	1200 NW Fairgrounds Rd Bremerton, WA	Open April thru September ONLY	Free
Manchester State Park	7767 E Hilldale Rd Port Orchard, WA	Open year-round	\$5
Scenic Beach State Park	9565 Scenic Beach Rd Seabeck, WA 98380	(360)830-5079	\$5
Union 76 Station	WA 16 & Sedgwick Rd Port Orchard, WA	Open year-round	Free

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.



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:

Vol 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

	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

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: September 10, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:45 PM) Professional Services Agreement with Framework for Island Center Subarea Plan - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to approve the professional services agreement with Framework for Island Center Subarea Planning.

SUMMARY:

The City began work on Island Center Subarea Planning in late 2017, and secured professional services from the consulting firm MAKERS to assist with that effort. From the summer of 2018 through spring of 2019, MAKERS assisted the City and the Island Center Subarea Planning Process Steering Committee to reach out to the public and begin to visualize alternatives for public space planning, non-motorized improvements, traffic calming, and land use changes for the Island Center neighborhood center. A public workshop was held in June 2018 with over 100 persons in attendance.

The contract with MAKERS is complete, and the City is now hiring Framework to work with the Steering Committee to complete the Island Center Subarea Plan and Plan implementation actions such as updating development standards and analyzing utility service options. The scope of work for this contract includes planning work by Framework (project lead), transportation analysis by TSI, and sewer options analysis by Carollo (subcontractors). Although this project was originally envisioned to only complete the subarea plan, City staff and the committee have discussed that the fear of the Plan "sitting on a shelf" and not getting implemented. Adding utility analysis, development standards, and design guideline updates to this contract helps to ensure that the subarea plan is realized.

FISCAL IMPACT:

Amount:	\$108,668.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

In 2017, the City Council identified Island Center subarea planning as a priority. The Council then appointed a steering committee, which has been meeting and gathering information. The Subarea Planning Process is outlined in Bainbridge Island Municipal Code (BIMC) Section 2.16.210. City Council appointed a steering committee composed mostly of residents and business owners in or nearby Island Center. The Steering Committee meets at 6:30 PM on the first and third Wednesday of every month at City Hall.

ATTACHMENTS:

[PSA with Framework for Island Center Subarea Planning](#)

[Attachment A - Framework Island Center Subarea Planning Scope of Work](#)

FISCAL DETAILS:

\$98,668.00 of this contract will be paid from the Department of Planning and Community Development Professional Services budget and up to \$10,000 of the cost of potential sewer service analysis described in the Scope of Work will come from the City's Sewer Fund (sewer analysis work to be completed by subcontractor Carollo). Therefore two funds will support this contract, the General Fund and the Sewer Fund.

Fund Name(s): General Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Platform Design LLC, a Washington State limited liability company, d/b/a Framework ("Consultant").

WHEREAS, the City needs professional services in connection with Island Center Subarea Planning; 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, 2020, unless sooner terminated by either party as provided below.

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

3. PAYMENT

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

[X] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of one hundred and eight thousand six hundred sixty-eight dollars (\$108,668.00);

[] Fixed Sum: a total amount of \$_____;

[] 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: Jennifer Sutton, Senior City Planner
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Consultant: Framework
Attn: Lesley Bain
1221 East Pike Street, Suite 300
Seattle, WA 98122

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.

PLATFORM DESIGN LLC
D/B/A FRAMEWORK

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Lesley Bain, Principal

Morgan Smith, City Manager

Tax I.D. # 603330087

City Bus. Lic. # 45491

ATTACHMENT A
SCOPE OF SERVICES

[See attached “Island Center Subarea Plan Scope of Work,” dated August 26, 2019, which is hereby incorporated herein by this reference as if set forth in full.]

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.

Island Center Subarea Plan

Scope of work

Overview

The Comprehensive Plan designates the Island Center Neighborhood Center area as a "designated center," and has goals and policies to support subarea planning for all designated centers (see Land Use Element Policy LU 4.2). After adoption of the updated Comprehensive Plan on February 28, 2017, the City Council confirmed that Island Center subarea planning is a high priority at their meeting on April 18, 2017.

Subarea planning allows for more detailed planning and public engagement at a neighborhood scale. Island Center subarea planning was previously begun in 2000. A steering committee was convened, and a DRAFT Subarea Plan completed in 2001. That DRAFT plan was ultimately not approved by the City Council at the time.

This project is intended to produce a subarea plan in conformance with the Comprehensive Plan through a public planning process that actively engages local community members. A steering committee has been formed that will assist the City in guiding the process.

The project is divided into three phases. The emphasis of Phase I is to build a local consensus regarding a "vision" based on earlier Steering Committee work and from that a set of objectives and principles that will guide subsequent steps. Phase II will explore community planning and development options and review them with the public to identify a preferred direction or concept. This concept will be refined to complete a subarea plan with policies and enough detail to be adopted as part of the Comprehensive Plan and give direction for future City actions. Phase III is intended to provide additional technical support to initiate implementation of key steps as determined by the City. Such support may include, for example, additional infrastructure analysis, environmental study, or regulatory documents as directed by the City and as funding allows.

July 2019 Update

The Island Center Advisory Committee has been meeting approximately twice a month since early 2018 and has completed Phase I and parts of Phase II. The following scope of work is intended to complete work on Phases II and III with a target date of January 2020 for the final draft of the plan and the start of the legislative review process.

Scope of Work

Task 1 – Project Management

1.1 Kick-off Meeting

The consultant team and staff will hold a kick-off meeting at the outset of the project to review the project scope and schedule, key deliverables, public outreach events, and other project elements.

1.2 Project Management (ongoing)

This task covers ongoing project management during the project including communications with the City, the coordination of tasks amongst team members, and overall project administration.

1.3 Staff Meetings

Framework will meet with City staff twice during the project in Bainbridge Island at key milestones. The meetings will include an update to City staff on the status of the project, review of the project schedule, discuss and review interim deliverables, and to prepare for the public open house.

Task 2 –Plan Alternatives

2.1 Finalize Existing Conditions Report

The City has completed an initial draft of the existing conditions report. This task addresses the completion of the existing conditions report to include additional background on Comprehensive Plan policies, a summary of the Kitsap County Buildable Lands Report, and issues pertaining to compliance with the WA Growth Management Act (GMA).

2.2 Develop Alternatives with the Steering Committee

The Island Center Advisory Committee has been meeting regularly since late 2017 and has developed one land use alternative to date. This task is to complete the development of up to two additional land use alternatives that implement the City's Comprehensive plan.

2.3 Final Alternatives

The number of alternatives may be reduced as part of selecting the final alternatives for consideration by the community and City decision-makers. The alternatives will be selected based on their impacts and to further the goals and objectives of the City's Comprehensive Plan and the draft Island Center goals and vision statement developed by the advisory committee. Framework will provide a detailed summary of each alternative including zoning, development capacity, public improvements, and development intensity.

2.5 Preferred Concept Development

Based on the final alternatives the consultant team will develop an illustrative plan of the final land use alternative. The preferred concept will include the location of buildings, streets, pedestrian and bicycle facilities, public spaces, parking, and infrastructure.

2.6 Final Preferred Concept

Based on feedback from the City and the advisory committee the preferred concept will be refined for inclusion in the subarea plan.

2.6 Alternatives Transportation Analysis

The final plan alternatives will be analyzed within the City's traffic model to understand the impacts and mitigation options for the plan alternatives. See attached for a scope and cost estimates from TSI as the transportation sub-consultant.

2.7 Sewer Analysis

The Framework team, led by sub-consultant Carollo, will analyze up to three land use alternatives (and up to 6 sewer alternatives) to assess the feasibility of alternative methods of serving Island Center prior to the public meeting under task 2.7. The alternatives may include connection to the Winslow Treatment Plant and a local system. See attached for a scope of work and cost estimate from Carollo including a management reserve.

Task 3 – Public Engagement

3.1 Advisory Committee Meetings

The scope of work includes preparation and attendance at 5 meetings with the Island Center Advisory Committee. Preparation includes research, presentation materials, graphics, and other materials to inform discussion at the meetings. The City is responsible for scheduling all meetings, noticing, and agendas, and minutes.

Assumptions: Approximately 1 meeting per month for a total of 5 meetings held at City Hall or another location in Bainbridge.

3.2 Public Meeting/Open House

Framework will lead the planning, design, and facilitation for a public meeting focused on reviewing the plan alternatives and getting input from the public. The public meeting may include project boards, a presentation of the plan alternatives, facilitated Q&A, and opportunities for community input. The City will lead coordination for the public meeting including reserving the meeting room, public notices, and documenting attendance.

3.3 Planning Commission + City Council Meetings

The scope of work includes preparation and attendance at one planning commission meeting and one city council meeting. The consultant will be responsible for preparing presentation materials and leading the presentation.

Assumptions: Attendance at two public meetings held in Bainbridge.

Task 4 – Subarea Plan and Development Regulations

4.1 Document Design + Outline

Framework will develop a new document template in InDesign for the plan along with an outline for the City to review and provide input. The final subarea plan document and all graphics will be provided in their native formats to the City at the completion of the project.

4.2 Draft Subarea Plan

Framework will develop the draft subarea plan based on all the work to date such as the existing conditions report, the vision and goals, input from the advisory committee and the public, the alternatives analysis, and the preferred development concept. The plan will be user-friendly, graphically oriented, and be consistent with the City's Comprehensive Plan (now or as amended) and the GMA.

4.3 Final Subarea Plan

The draft subarea plan will be revised based on input from the City, the advisory committee, and other stakeholders to create the final subarea plan. The City will provide Framework with a consolidated set of comments on the draft plan to be addresses as part of the final subarea plan.

4.4 Updated Zoning and Development Regulations

The GMA requires consistency between a comprehensive plan, subarea plans, and development regulations. If the Island Center Plan results in changes to land use and zoning the development regulations will need to be updated. This task covers updated zoning and development regulations that may include new zoning districts specific to Island Center. City staff will be responsible for managing the legislative process for review and adoption of updated zoning and development regulations. Framework will be available to attend meetings upon request.

4.5 Update Design Guidelines (Optional Task)

This optional task would integrate the Island Center Subarea Plan with the City's new design guidelines. The design guidelines update may include elements of a form-based code, planned public improvements (such as streets and public spaces) and additional design standards and guidelines to ensure implementation of the subarea plan.

Cost Proposal

framework	Framework				Wenzlau Architects	Total Hours and Estimated Cost by Task
	Jeff Arango, Project Manager	Lesley Bain, Community Design Lead	Daniel Harris, Planner	Project Support	Charlie Wenzlau, Architect	
2019 Hourly Rates	\$175	\$175	\$125	\$85	\$180	
Task 1: Project Management						
1.1 Kick-off Meeting	4	0	4	0	0	8
1.2 Project Management (Ongoing)	4	0	0	0	0	4
1.3 Staff Meetings	8	4	0	0	6	18
Subtotal	16	4	4	0	6	30
\$5,080						
Task 2: Plan Alternatives						
2.1 Finalize Existing Conditions Report	6	0	0	0	0	6
2.2 Develop Alternatives with the Steering Committee	4	0	4	0	4	12
2.3 Final Alternatives	8	4	6	0	4	22
2.4 Preferred Concept Development	8	4	0	12	20	44
2.5 Final Preferred Concept	4	0	0	6	6	16
Subtotal	30	8	10	18	34	100
\$15,550						
Task 3: Public Engagement						
3.1 Advisory Committee Meetings	30	12	0	0	14	56
3.2 Public Meeting/Open House	10	6	16	12	6	50
3.3 Planning Commission + City Council Meetings	16	0	0	0	0	16
Subtotal	56	18	16	12	20	122
\$19,570						
Task 4: Subarea Plan						
4.1 Document Design + Outline	6	2	8	6	0	22
4.2 Draft Subarea Plan	12	6	32	16	8	74
4.3 Final Subarea Plan	6	0	12	4	0	22
4.4 Zoning and Development Regulations	14	4	20	0	0	38
4.5 Design Guidelines Update (Optional Task)	8	6	12	0	0	26
Subtotal	38	12	72	26	8	156
\$21,400						
Total Estimated Hours	140	42	102	56	68	408
Cost (Hours*Rate)	\$24,500	\$7,350	\$12,750	\$4,760	\$12,240	\$61,600
Project Cost Subtotal	\$61,600					
Expenses (2% of Project Cost)	\$1,232					
Traffic Analysis	\$10,500					
Sewer Analysis	\$35,336					
Estimated Total Costs	\$108,668					



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www.tsinw.com

August 20, 2019

TO: Jeff Arango, AICP
Framework

FROM: Andrew Bratlien, PE

SUBJECT: Island Center Subarea Plan Traffic Analysis Proposal

OVERVIEW

Framework has requested that Transportation Solutions provide traffic analysis services for the ongoing Island Center Subarea Plan. This document outlines the scope of work and estimated fees for the requested tasks.

ANTICIPATED WORK TASKS

The anticipated work tasks are categorized into essential and optional work tasks, as described below.

Essential Work Tasks

1. Project administration and quality control. Prepare regular status reports and project cost invoices and perform ongoing quality control.
2. Confirm project scope and understanding. Review analysis scope and objectives with Framework staff. Confirm analysis methods and assumptions, including study area, data collection needs, and analysis methodology.
3. Review traffic data. Review traffic data provided by City staff, including:
 - 7-9 AM and 4-6 PM intersection turning movement counts at all study intersections,
 - 4-6 PM license plate recognition survey at 3 locations on edges of study area, and
 - 24-hour speed data at up to two locations.
4. Develop 2019 intersection operations model. Develop 2019 AM and PM intersection operations models in Synchro 9 software using turning movement count data provided by City staff. Intersection control type, channelization, and turn bay lengths will be confirmed through review of Google Earth and Bing Maps satellite imagery. Review intersection LOS results to identify existing intersection LOS deficiencies.
5. Review 2014-2018 crash history. Obtain five-year crash history data from WSDOT for the study area. Analyze crash severity, causes, and trends to identify opportunities for safety improvements along each corridor.
6. Develop 2036 Baseline travel demand forecast. Review land use and PM peak hour travel demand forecasts used in the Island-Wide Transportation Plan (IWTP). Confirm future (2036) land use assumptions with City staff and update PM peak hour travel demand forecast as necessary based on observed growth trends and land use growth revisions. Calculate AM peak hour travel demand forecast based on anticipated PM peak hour intersection growth rates.

7. Develop 2036 Baseline LOS models. Apply 2036 Baseline travel demand forecasts to Synchro model. Review model results to identify future Baseline intersection LOS deficiencies.
8. Identify up to 3 improvement alternatives for Island Center subarea with consideration for intersection operations analysis, safety analysis, right-of-way constraints, property access, vehicle mobility, non-motorized safety, and other factors, through discussion with Framework.
9. Develop 2036 alternative intersection operations models for AM and PM peak hours, based on improvement alternatives identified above. Review results with consideration for Bainbridge Island transportation goals and policies, including LOS standards.
10. Summarize findings and recommendations in report. Report will include summaries of safety and operations for 2019, 2036 Baseline, and 2036 Alternative scenarios. Recommended improvements will be identified. Transportation Solutions will provide shapefiles to Framework as necessary to develop graphical content for final subarea plan.
11. Attend up to 2 council and/or public meetings, if requested.

COST ESTIMATE

We propose a budget not to exceed \$10,500 for this work. Estimated budget by activity is summarized below. The estimated budget includes travel expense for up to 2 in-person meetings (Task 11).

Services will be billed on a time and materials basis. Additional work beyond the tasks identified above will be invoiced on a time and materials basis, unless otherwise agreed upon. Additional work cannot begin with written authorization.

Work Task	Estimated Budget (\$)
1 Project administration & quality control	650
2 Confirm project scope & understanding	400
3 Review traffic data	850
4 Develop 2019 LOS models	700
5 Review 2014-2018 crash history	650
6 Develop 2036 Baseline travel demand forecasts	650
7 Develop 2036 Baseline LOS model	700
8 Identify up to 3 improvement alternatives	1,000
9 Analyze 2036 LOS with improvement alternatives	1,150
10 Summarize findings in technical memo (incl. shapefiles)	1,200
11 Attend council meetings and public forums as necessary	2,400
Expense: Travel	150
Total (Work Tasks + Expense)	10,500



SCHEDULE

We will begin work with your authorization. Based on existing workload and staff availability, we estimate completion of this work by late November 2019. Completion dates will be refined as necessary to satisfy Subarea Plan and City Council deadlines.

If the above proposal appears to meet your needs, please sign and return the attached proposal that we formally begin work.

Thank you and sincerely,
Transportation Solutions, Inc.

A handwritten signature in black ink that reads "Andrew L. Bratlien".

Andrew L. Bratlien, PE



8250 - 165th Avenue NE
Suite 100
Redmond, WA 98052-6628
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F 425-867-0898
www.tsinv.com

2019 Staff Billing Rates

Job Title	Hourly Labor Billing Rates
Principal Engineer	\$225 to \$250
Director	\$200 to \$220
Project Engineer/Sr. Engineer	\$160 to \$180
Transportation Engineer	\$130 to \$160
Sr. Engineering Technician	\$120 to \$130
Planner	\$95 to \$120
Project and Financial Administrator	\$90 to \$115

EXPENSES

Reimbursable Expenses	Cost + 10% Markup
Subcontractor Invoices	Invoice +10% Markup

Note: 10% markup is to cover revenue/excise tax levied by State of Washington and other city jurisdictions and to cover the administrative cost.

Billing rates are subject to change each January and during the year to reflect staff changes.

This Agreement between Transportation Solutions, Inc. (TSI) and (Client) Framework is for the project known as Island Center Subarea Plan Traffic Analysis. The proposal letter dated August 20, 2019, incorporates into this agreement the scope of work, time and budget estimates, staffing, and understanding of TSI's involvement. Work shall be performed on the property legally described as (to be filled in by Client):

Actual owners of property and their addresses, as represented by Client, are (to be filled in by Client):

TSI performs services on hourly-based rates that are subject to periodic change. These rates will be referenced on monthly invoicing. Unless progress reports are referred to specifically in the proposal letter, they will be provided only upon request. Client will be charged the cost of preparation of progress reports, which may cause the proposed budget to be exceeded; Client agrees to pay extra costs.

Changes to the scope of work to more fully meet the Client's needs can be accomplished by written amendment or by verbal authorization from the Client, describing those desired changes to the scope of work. Written or verbal authorization for changes means the Client accepts charges that may exceed the proposed budget. Person(s) in addition to the Client authorized to amend the scope of work by requesting extra and additional work and which may cause additional expense or delay in completion of work are to be listed here (to be filled in by Client):

The proposed schedule associated with this contract is valid for 10 working days and the proposed budget is valid for 30 working days from the date of the above referenced proposal.

Invoices for services including all labor and direct costs incurred during the previous month(s) are prepared middle of each month and are due and payable upon receipt by the Client. Payment may be requested upon delivery of product for project completed within one invoicing period. For projects extending beyond one invoicing period, payment is to be current before the product is released for publication or distribution. TSI may stop work until payment is current. This would require TSI project manager providing written notice to the Client, thus, committed deadlines may be delayed. Attendance and/or testifying at public hearings, attendance at extra meetings, or responses to citizen comments may result in extra costs and will not be made unless payment is current.

Liability of TSI and/or Client associated with work prepared under this contract will be limited to the stated contract amount.

TSI initiates collection procedures 30 days after non-payment for services delivered, and the Client is responsible for costs associated with collection of their account, administrative costs, and all other costs and attorney's fees. A lien for engineering services may be filed within 90 days of completion of work with the appropriate County office. A copy of this Agreement or notice of right to file lien for identified services on involved property, will be served on or sent registered mail to all owners which TSI knows of, or all reputed owners of the property work is to be performed on.

Any disputes between TSI and the Client unsolved by direct negotiation shall be resolved through arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

I have read, understood, and agreed to the terms of this Agreement.

Client's Authorized Agent Signature

Printed Name

Date

Client's Authorized Agent Signature

Printed Name

Date

Invoice will be sent to addressee on the proposal letter unless otherwise indicated here (to be filled in by Client):

TSI
By: Adam Batlin
Authorized Agent

Andrew L. Bratlien
Sr. Project Engineer

SCOPE OF SERVICES

City of Bainbridge Island

Island Center Sewer Service Alternatives Study

INTRODUCTION

The following Scope of Services has been developed to assist the City of Bainbridge Island (City) with development of the Island Center Subarea Plan. The Plan will be completed under the direction of the prime consultant: Frameworks. Carollo will be a sub consultant to the Prime.

This study will evaluate sewer service alternatives for the Island Center subarea. It will review the policies, criteria and recommendations from the City's General Sewer Plan to best develop alternatives in alignment with the Winslow sewer service area and system. The following tasks under this Scope of Services has been prepared based on Carollo Engineer's current understanding of the proposed project, as provide by Framework.

PROJECT ASSUMPTIONS

- Carollo Engineers, Inc. will be referred to as "Consultant" and Frameworks will be referred to as "Prime" in this document
- The City of Bainbridge Island and its staff will be referred to as "City" in this document.
- All meetings will be held at the City offices.
- Draft Technical Memoranda (TM) will be provided in one (1) hard copy and one electronic copy (Microsoft Word).
- Meeting notes and related materials will be transmitted electronically in PDF format via email.
- The City will print and produce additional copies of all documents as necessary for its use.
- The City will provide available information related to the project and as requested by the Consultant in a timely manner.

TASK₁ - PROJECT MANAGEMENT

This task includes management of the Carollo team including kick off meeting and on-going communication with City and team members

1.1 Kick-off Meeting

Carollo will participate in the kick-off meeting at the outset of the project to review the project scope and schedule, key deliverables, public outreach events, and other project elements.

1.2 Project Management and Monthly Reports

This task covers ongoing project management during the project including communications with, the coordination of tasks amongst team members, and overall project administration for the Carollo team. Carollo will summarize work efforts for each month in a monthly progress report.

Deliverables/Meetings:

1. Six (6) monthly progress reports

2. Attend Kick off Meeting

TASK 2 – PLAN ALTERNATIVES

The purpose of this task is to review the proposed plan alternatives for consideration in the evaluation and develop sewer system alternatives. This may include review of the planning criteria from the General Sewer Plan and other new planning documents.

2.1 Data Review

Review the existing conditions report for planning area, future land use, population projections and other issues related to the growth of the sub area. Review the planning criteria and considerations and proposed service alternatives within the General Sewer Plan.

2.2 Sewer Service Alternatives

Develop no more than two (2) alternatives for sewer service for each of the three (3) land use alternatives (a total of six (6) alternatives). The three (3) land use alternatives will be defined by the Prime. The sewer service alternatives will include the development of future flow projections for the Island Center, system layout, treatment process, operation and maintenance considerations and a planning cost for each alternative. It is assumed that each of the land use alternatives could include different planning areas and land use types that could change the proposed sewer service alternatives.

Meetings:

1. Attend a planning meeting with City Staff that will be led by Prime to confirm planning assumptions.
2. Lead and attend a sewer service alternatives meeting with the Prime and City Staff to review the proposed alternatives for sewer service for each land use alternative. The alternatives will be refined after the meeting to incorporate Prime and City feedback

Deliverables:

1. Review of Planning Assumption meeting minutes and agenda.
2. Sewer Alternatives meeting, minutes and agenda.

TASK 3 - PUBLIC ENGAGEMENT

No Carollo effort proposed for this task.

TASK 4 - SUMMARY

4.1 Sewer Service Summary.

Carollo will develop a summary memo that includes all the work to date, such as the review of the existing conditions, summary of the sewer service areas, alternatives for service and the proposed recommendation of the final preferred development concept. The plan will not include detailed design of the proposed facility, but will include a summary of the primary infrastructure to provide sewer service. A final summary memo will be developed in coordination with the Final Subarea Plan.

Carollo will participate in an internal team meeting with Prime to coordinate on information needed for Final Subarea Plan.

Deliverables/Meetings:

1. Draft and Final Sewer Service Summary Technical Memorandum
2. Final Subarea Plan Coordination meeting

TASK 5 – OWNER CONTINGENCY

Funds under this task are to be used for additional options as needed only as authorized by Prime.

City of Bainbridge Island
Island Center Sewer Service Alternatives Study

Total Cost Authorized		\$35,336		\$28,902												Carollo			
		Project Manager		Senior Technologist		Professional		Document Processing		GIS Technician		TOTAL LABOR		ODCs		TOTAL			
		Lara Kammereck		Anne Conklin		Aurelie Nabonnand		Lish Moreau		Kevin Christensen									
		Project Manager		Process Engineer		Planning Engineer		Document Processing		GIS/Graphics									
		Rate	\$230	Rate	\$185	Rate	\$138	Rate	\$102	Rate	\$134	Planned	Planned	Planned	Planned				
Task	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Bill	Cost	Cost					
1 Project Management		8 \$1,840						6 \$612				14 \$2,452		\$193	\$2,645				
Kick off Meeting		2 \$460										4 \$460							
Project Management and Monthly Reports		6 \$1,380						6 \$612				14 \$1,992							
2 Plan Alternatives		14 \$3,220		46 \$8,510		30 \$4,140				4 \$536		94 \$16,406		\$1,178	\$17,584				
Data Review		6 \$1,380		6 \$1,110		6 \$828						18 \$3,318							
Sewer Service Alternatives		8 \$1,840		40 \$7,400		24 \$3,312				4 \$536		76 \$13,088							
3 Public Engagement																			
4 Summary		8 \$1,840		12 \$2,220		24 \$3,312		4 \$408		2 \$268		50 \$8,048		\$625	\$8,673				
Sewer Service Summary		8 \$1,840		12 \$2,220		24 \$3,312		4 \$408		2 \$268		50 \$8,048							
5 Owner Contingency																			
Projected Total Project Hours and Costs		30 \$6,900		58 \$10,730		54 \$7,452		10 \$1,020		6 \$804		151 \$26,906		\$1,996	\$35,336				



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:55 PM) Option to Refund Outstanding 2007 and 2008 Open Space LTGO Bonds at Lower Interest Rates - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to authorize the City Manager to refund approximately \$3 million in outstanding 2007 and 2008 LTGO bonds at a lower interest rate and to execute the documents necessary to effectuate such a refund.

SUMMARY:

City Financial Policies require the Finance Director to report to the City Council opportunities for refunding (refinancing) outstanding bond debt when savings exceed 5% of the refunded debt amount. A preliminary analysis indicates the City has an opportunity to refund approximately \$3.0 million in existing bond debt at significantly lower interest rates that would yield approximately 11.7% savings of refunded debt totaling approximately \$355,000 or about \$40,000 per year over the remaining life of the bonds.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

The City has the opportunity to refund existing debt as part of the ongoing debt issuance process. City Financial Policies require the Finance Director to report to the City Council opportunities for refunding (refinancing) outstanding bond debt when advance refunding savings exceed 5% of the refunded debt. A preliminary analysis performed by D.A. Davidson and Company indicates the City has an opportunity to refund approximately \$3.0 million in outstanding Open Space 2007 and 2008 LTGO bonds at significantly lower interest rates. These

bonds are set to mature in the years 2027 and 2028; current savings are estimated at approximately 11.7%; well in excess of City policy for consideration. The current market rates result in an estimated total savings, net of costs, of approximately \$355,000 over the life of the bonds or approximately \$40,000 per year. The City has an opportunity to issue refunding bonds in late 2019 to take advantage of the lower interest rate and savings opportunity from combining issuance costs with the Police and Municipal Court Building project bond sale.

ATTACHMENTS:

FISCAL DETAILS:

Staff recommends refunding \$3.0 million in outstanding 2007 and 2008 LTGO bonds at a lower interest rate. This will reduce the payment in the General Obligation Bond Fund by approximately \$355,000 over the remaining life of the bonds (or about \$40,000 per year) set to mature in 2027 and 2028. Because the bonds are LTGO debt, the lower debt service does not change Island property taxes. The lower debt service results in savings to the City.

Fund Name(s): Other

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:05 PM) Engagement Letter, Bond Underwriter Piper Jaffray - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward the engagement letter with Piper Jaffray for approval with the September 24, 2019 Consent Agenda.

SUMMARY:

The estimated \$20 million Police and Municipal Court Building project is one of the most significant capital facility projects that the City will complete in the near future. On July 9, 2019 Council approved the staff recommended approach in funding \$12.0 million from existing funds, and \$8.0 million in Councilmanic debt. Current estimates show that the debt service for \$8.0 million in LTGO bonds will be roughly \$550,000 per year for 20 years. The City intends to issue bonds before the end of 2019 to support the timely delivery of the project.

The underwriter's primary role is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and Piper Jaffray. The underwriter will also review the official statement for the issuer's securities under the federal securities laws, as applied to the facts and circumstances of the transaction. Underwriter compensation is contingent on the closing of the transactions and the size of the sale.

The City's procurement policy requires that the Council approve this contract if the cost exceeds the City Manager's signing authority.

FISCAL IMPACT:

Amount:	\$50,342.00
Ongoing Cost:	
One-Time Cost:	\$50,342.00
Included in Current Budget?	Yes

BACKGROUND:

The estimated \$20 million Police and Municipal Court Building project is one of the most significant capital facility projects that the City will complete in the near future. On July 9, 2019, Council approved the staff recommended approach in funding \$12.0 million from existing funds, and \$8.0 million in Councilmanic debt. Current estimates show that the debt service for \$8.0 million in LTGO bonds will be roughly \$550,000 per year for 20 years. The City intends to issue bonds before the end of 2019 to support the timely delivery of the project.

The underwriter's primary role is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and Piper Jaffray. The underwriter will also review the official statement for the issuer's securities under the federal securities laws, as applied to the facts and circumstances of the transaction. Underwriter compensation is contingent on the closing of the transactions and the size of the sale. Unlike a municipal or financial advisor, the underwriter does not have a fiduciary duty to the issuer without regard to its own financial or other interests. The underwriter has a duty to purchase securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable. The City has a separate contract with D.A. Davidson as the Financial Advisor to the City.

ATTACHMENTS:

[Piper Jaffray Bond Underwriter Engagement Letter](#)

FISCAL DETAILS:

Approximately \$50,342.00 will be paid to the underwriter from the proceeds of the bond sale which will take place in December of 2019.

Fund Name(s): Capital Construction Fund

Coding:

August 5, 2019

Morgan Smith, City Manager
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, Washington 98110

Re: Underwriter Engagement Letter
Limited Tax General Obligation and/or Refunding Bonds, 2019 and/or 2020
(the "Securities")

Dear Morgan:

On behalf of Piper Jaffray & Co. ("us" or "Piper Jaffray"), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter respecting the Securities, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter respecting the Securities, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Securities and the terms and conditions of a bond purchase or similar agreement. This engagement does not restrict you from using other underwriters respecting the Securities or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Jaffray.

As an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning the Securities. However, Piper Jaffray intends to serve as an underwriter and not as a financial advisor to you, and the primary role of Piper Jaffray is to purchase securities for resale to investors in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.

Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing any conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me.

Sincerely,



Justin Monwai, Vice President
Piper Jaffray & Co.
1420 5th Avenue, Suite 1425
Seattle, WA 98101
Justin.W.Monwai@pjc.com

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

Morgan Smith, City Manager
City of Bainbridge Island

Date: _____

cc: Ellen Schroer, City of Bainbridge Island
DeWayne Pitts, City of Bainbridge Island

Appendix A – G-17 Disclosure

We are writing to provide you with certain disclosures relating to the Bonds, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter and other matters relating to an underwriting of the Bonds.

Piper Jaffray intends to serve as an underwriter respecting the Bonds and not as a financial advisor or municipal advisor. As part of our services as an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting.

Our Role as Underwriter:

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- (iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.¹

Our Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Conflicts of Interest:

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Risk Disclosures:

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose

a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

General Fund Obligations

“General Fund Obligations” are debt securities that are payable from an issuer’s general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Risk of Default and Fiscal Stress

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are

unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent the refinancing of those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict the ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:15 PM) Review Council Comments on Puget Sound Regional Council's Vision 2050 Plan - Councilmember Peltier,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to authorize the Mayor to sign a letter with comments on the Puget Sound Regional Council's Vision 2050 Plan.

SUMMARY:

Councilmember Peltier has provided draft comments on the Puget Sound Regional Council's Vision 2050 Plan for the Council's consideration.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Draft Comments per Vision 2050](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Draft Comment Letter to the Puget Sound Regional Council Regarding
Vision 2050 9/6/19 Drafted by Council Member Peltier

Dear PSRC,

Please accept the following comments from the Bainbridge Island City Council regarding draft Vision 2050.

I. Sustainability

Vision 2050 articulates over a dozen “desired outcomes” pertaining to equity, the economy, housing, and more. While these outcomes regarding our regional planning are all important, the plan’s desired outcomes regarding restoration and protection of our natural environment, and climate change, have profound implications for all of the outcomes. Both Vision 2040 and draft Vision 2050 include a commitment to restoring, protecting, and enhancing our natural environment. We support that commitment whole-heartedly and request an additional policy to measure how well we are doing as stewards of our natural environment: a commitment to scientific data and analysis. What is the current health of the greater Puget Sound ecosystem and what is the natural carrying capacity of our region?

Data and analysis regarding the state of our natural environment

The basis for scientific data and analysis regarding the state of our natural environment is the fact that all ecosystems have a finite carrying capacity beyond which they are degraded. On Bainbridge Island we recognize this in our approved comprehensive plan. The following is from the Land Use Element of our Comp Plan and we ask that PSRC incorporate the basic concepts below into Vision 2050:

GOAL LU-2

This Comprehensive Plan recognizes and affirms that as an Island, the city has natural constraints based on the carrying capacity of its natural systems. The plan strives to establish a development pattern that is consistent with the Goals of the community and compatible with the Island’s natural systems.

Policy LU2.1

Recognizing that the carrying capacity of the Island is not known, the citizens of Bainbridge Island should strive to conserve and protect its natural systems within the parameters of existing data. Revisions to the Plan should be made as new information becomes available.

The carrying capacity of Bainbridge Island is determined by many factors including the supply of limited resources (particularly water), changes in patterns of consumption and technological advances. This Plan acknowledges that with current information, the carrying capacity of the Island is unknown. During the timeframe of this Plan, additional information on the carrying capacity of the Island should be developed.

The plan takes a balanced and responsible approach to future development. As our understanding of the Island's capacity changes, the recommendations of this Plan should be reconsidered to ensure they continue to represent a responsible path for the long-range future of the Island.

II. Climate Change

We applaud PSRC's work to date to incorporate an overall growth strategy and strong policies in Vision 2050 aimed at reducing future greenhouse gas emissions. A couple of suggestions we hope you will seriously consider moving forward:

1. Please adopt hard targets for greenhouse gas emissions reductions to provide clear benchmarks for measuring progress. At the minimum, consider adopting the targets for greenhouse gas emissions identified by the Puget Sound Clean Air Agency.
2. Apply a climate lens to all comprehensive plans, sub area plans, and transportation funding requests reviewed and approved by PSRC. Do proposed plans contain policies and measures that will reduce GHG emissions, or do they encourage choices and behavior that increases ghg emissions? Same for all transportation project funding requests.
1. Evaluate the four part greenhouse gas strategy every two years to measure its effectiveness and make changes as needed. The four part greenhouse gas strategy includes: 1) land use; 2) transportation fees; 3) Providing transportation choices, and; 4) emerging technology, such as electrification.
2. Equity: Our efforts to mitigate and adapt to climate change should give equal consideration to all of our region's communities, whether geographic or ethnic.
3. PSRC data and expertise for local jurisdictions: as part of elevating the importance of, and our connection to, PSRC, consider creating a tool kit to help local jurisdictions create policies and implement plans for reducing greenhouse gas emissions.
4. Smart land use and population growth: Along with new and creative ways to use and re-use land for housing, industry, transportation, etc., let's acknowledge the impact that increased population has upon our overall ghg emissions.
5. Minimize rural growth: Growth in rural areas adds to car miles driven and is counter to reducing our ghg emissions. Support local TDR, transferring of development rights, programs as one tool for minimizing rural development.
6. Keep geographies consistent: Our regional plan should require that we all use the same terminology for the various geographies. A high capacity transit center, for example, should mean the same thing in all four counties.
7. We support policies encouraging transit-oriented, walkable, urban villages in suburban areas through redevelopment, mixed use zoning, and complete Street networks.

8. Additional housing for our population, and likely climate refugees, should be built in areas where people have access to jobs and services via transit, by foot, or through safe active mobility infrastructure.
9. Transportation concurrency as a tool for reducing ghg emissions: To help shape the future of our infrastructure and help guide where development occurs, we support policies supporting the use of traffic concurrency as a tool to require new development to be built where adequate transportation facilities are located. In addition, we support the implementation of Levels of Service for non motorized transportation as a way to encourage the construction of non motorized facilities.
10. Green Building Codes: Please incorporate policies into Vision 2050 that encourage local jurisdictions to adopt green building codes. On Bainbridge Island we will soon be working on a green building code to require and incentivize such things as: 1) systems that capture rain water and re-use gray water; 2) photovoltaic systems on new commercial and public buildings; 3) requirements for new residential construction to include “solar ready” roofs, and; 4) overall consideration of the environment in design, construction, and operation.

III. Restoration of Puget Sound

There are three basic causes for the degradation of the Puget Sound marine ecosystem: 1) diminished water quality; 2) climate change, and; 3) degradation of our shorelines from development. With that in mind we urge you to incorporate the following goals and policies into Vision 2050:

1. Policies encouraging the upgrade of our sewage treatment facilities: The region’s sewage treatment facilities are deficient in regards to removing nitrates and “emerging chemicals of concern”. We cannot restore Puget Sound with our existing populations, much less an additional 1.8 million, unless we upgrade our sewage and storm water facilities.
2. Policies and reviews requiring reductions in polluted stormwater: All plans and projects before PSRC should be subjected to another lens: a stormwater lens. Each proposed plan and transportation project should show how it provides the highest level of stormwater treatment. Consider policies that discourage or deny funding for projects that include an increase impervious surfaces.
3. Climate change mitigation: Puget Sound, as we all now, is being adversely impacted by changing weather and ocean acidification.
4. Brownfields and grayfields: encourage redevelopment and clean-up of legacy polluted industrial and commercial sites.
5. Protection of near-shore environments: Consider policies that would encourage protection of near-shore marine environments along Puget Sound from inappropriate development.
6. Sustainable use of groundwater: Pumping of groundwater impacts water levels in streams, lakes, and wetlands. Include policies that encourage the sustainable use of groundwater resources for people and the natural environment.

IV. Equity and displacement:

1. Include Intergenerational equity: We support an equity lens on everything we do related to age, ethnicity, economic status, etc. We also encourage PSRC to include intergenerational equity as part of that mix. How will our plan affect our people generations from now? Will they inherit a healthy region from us?
2. Anti displacement tool kit: Develop a PSRC anti displacement tool kit of strategies and policies that can be shared with local jurisdictions to minimize displacement. This may include local preference programs for new subsidized and affordable housing.
3. Help create effective TDR programs: Also, create a template tool kit for member jurisdictions to create effective TDR programs to allow those owning underdeveloped properties in the region's rural areas to sell development rights, reduce their property taxes, and better afford to stay on their properties. This will also provide a way to reduce development in the region's rural areas by transferring density to urban areas close to transit and infrastructure.

V. Affordable Housing

The following is from the Guiding Principles of the Bainbridge Island Comprehensive Plan:

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.

Housing the region's population without degrading our natural environment is one of our biggest challenges. Some ideas that we support consideration of:

1. Small, market rate, housing units: Include policies that encourage the siting of small market rate housing near centers with ready access to public transportation and non motorized facilities.
2. Non motorized tiny house villages: Consider policies that would encourage non motorized tiny house villages, or some variation of this, located near appropriate infrastructure. This could provide a affordable choice for those wanting to live a very low impact lifestyle.
3. Community land trusts: Consider ways PSRC, through Vision 2050, or its legislative agenda, can encourage support for community land trusts. This model promotes affordability by creating properties where residents own the housing units and lease the property they are located on. In addition, the housing units are deed restricted in regards to resale in order to remain affordable in perpetuity.
4. State-wide rent controls: Consider adding to a legislative agenda a request to the State Legislature that they follow the lead of neighboring Oregon and pass some form of rent control.

VI. The real value of our open space and our natural environment

The region's open spaces and natural environment are worth billions of dollars to the Region. They provide real benefits to our well being and to our sense of place. It's all too easy to take that value for granted or to underestimate it. We propose the following:

1. An inventory of our open space and natural environmental assets: PSRC would not be starting from scratch in providing such an inventory as part of Vision 2050 as *Earth Economics* has already provided much of this work.
2. Highlight this immense value to the region in 2050: Language in the introduction to 2050 could highlight the enormous value of our open spaces and natural environment.
3. Support the acceleration of open space protection and creation by local governments.
4. Encourage Counties and cities to align land use, new infrastructure, and comprehensive plan policies with goals and recommendations identified in the *Regional Open Space Conservation Plan*.
5. PSRC should regularly measure the impacts of Vision 2050 implementation against the open space goals and recommendations.

VII. PSRC's "Levers" for Promoting the Implementation of Vision 2050

Discussed at the Sept 5, 2019 Growth Management Policy Board was the question of how PSRC enforces the policies in its regional plans. Looking at it that way, PSRC is limited to withholding certification of Comp Plans, subarea plans, and to denying funding requests for transportation projects. One commenter during the hearing on Vision 2050 told the Board that PSRC needs to inspire the region with a vision that "nourishes the imagination" and leaves us willing to venture outside of our comfort zone to embrace the changes we need to make. With that in mind we recommend the following:

1. Be realistic in talking about growth: The draft of 2050, kind of talks about its desired outcomes as if they are just going to happen. In reality, we don't know if it's even possible to add another 1.8 million people to the Region, provide all of us with housing and jobs, while also reducing our greenhouse gas emissions and restoring Puget Sound. That may not be possible. PSRC could add new dimension to Vision 2050 by being realistic about this challenge and the uncertainties we face. That would resonate with the public and underscore what is at stake as we move forward as a Region.

VII. The importance of our local tribes

Please include more information about our local Tribes in Vision 2050, hopefully informed by them.

VIII. Bring our member jurisdictions together: Members of the public in PSRC's various member jurisdictions don't generally understand the significance of THEIR comprehensive plans much less PSRC's regional plan. Let's explore ways, perhaps

through Vision 2050 policies and narratives, to encourage more interaction between our member jurisdictions with the goal elevating the importance of regional planning. One idea would be to create a watershed map that illustrates how connected we are that includes sources of pollution. On that map all of the sewage treatment plants on Puget Sound could be identified, along with their relative abilities to treat sewage.

In closing we would like to thank PSRC staff, and all of the representatives from member jurisdictions, for your hard work. We appreciate your professionalism and genuine commitment to the future of the Puget Sound Region.

Sincerely,

Mayor Kol Medina, for the Bainbridge Island City Council



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:25 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 the following Consent Agenda items:

B. Accounts Payable and Payroll

C. City Council Study Session Minutes, August 20, 2019

D. City Council Regular Business Meeting Minutes, August 27, 2019

E. Memorandum of Understanding between Kitsap County Sheriff's Office and Bainbridge Island Police Department

Regarding Registered Sex Offender Address/Residency Verification Program Grant

F. Wyatt/Madison Roundabout Project Right-of-Way and Temporary Construction Easement Acquisition

G. Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison

Roundabout Project

H. Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed

Control

I. Ordinance No. 2019-23, Re-establishment of the Salary Commission

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: September 10, 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:

Consider approval of payroll and accounts payable.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Report to Council of Cash Disbursements 09-11-19.pdf](#)

[Payroll.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: August 26, 2019 - September 09, 2019
CITY COUNCIL: August 27, 2019 - September 10, 2019

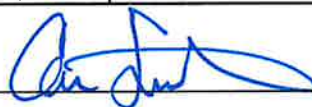
Last check from previous run: 351415 dated 08/28/19 issued to Zee Medical in the amount of \$1,279.52.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH - VOID	8/21/19	337	WA State DOL/Concealed weapon permits - March 2019 ACH error	N/A
VOID	3/25/19	351316	POL/Kelley Imaging/Check printing error	N/A
VOID	8/28/19	351330	PCD/Alexander Alif/Refund returned through credit card processor	N/A
VOID	9/11/19	351449	FIN/BI Saddle Club/Remittance name error	N/A
VOID	9/11/19	351520	ENG/PPI Group/Remittance name error	N/A
Manual	8/28/19	351416	POL/AT&T Mobility/Wireless charges	2,082.05
Manual	8/28/19	351417	PCD/AWC/Conference registration: H. Wright	375.00
Manual	8/28/19	351418	CenturyLink/Weaver PRV water telemetry	58.32
Manual	8/28/19	351419	Legal/Thomas Alpaugh/Public defender services - August 2019	4,484.38
Manual	8/28/19	351420	Puget Sound Energy/Green Power contract - August 2019	903.43
Manual	8/28/19	351421	PW/Scorpion Ironworks/Pay station handrail	8,323.24
Manual	8/28/19	351422	WA Water Service/Decant facility water - August 2019	170.53
Manual	9/4/19	351423	PW/Island Hands/Janitorial services - August 2019	11,394.04
Manual	9/4/19	351424	HR/Rebecca Dean PLLC/Investigative services - July 2019	1,363.00

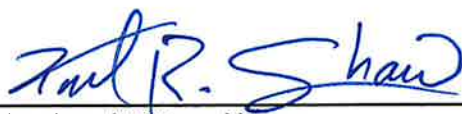
Total Manual Checks and Electronic Disbursements	29,153.99
---	------------------

Regular Run	9/11/19	351425-351538	Total Regular Check Run	272,538.21
Total Disbursements				301,692.20

Retainage Release	8/29/19	181	Seton Construction/Culvert replacement retainage	4,044.42
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by  Carrie Freitas, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,
the services rendered, or the labor performed as described herein and that the claim
is a just, due, and unpaid obligation against the City of Bainbridge Island,
and that I am authorized to authenticate and certify to said claim.


Karl R. Shaw, Accounting Manager

9-5-2019
Date

VOID
(CF) 8/27/19

KRS
8-27-19

08/27/2019 13:46 | CITY OF BAINBRIDGE ISLAND
cfreitas | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
337	03/25/2019	VOID	969 WA ST DEPT OF LICENS	230003	MAR19CPL	03/25/2019			-360.00	
Invoice: MAR19CPL						MAR19 CPL TRANSMITTAL				
					-360.00	41654860	586000	GUN PERMIT OUT		
								CHECK	337 TOTAL:	-360.00
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		-360.00	
						COUNT		AMOUNT		
						-----		-----		
TOTAL VOIDED CHECKS						1		360.00		
								*** GRAND TOTAL ***	-360.00	

ACTH payment ("faux check") voided due
to failed ACTH transmittal in March 2019.
Received invoice from DOL 8/27/2019.
Updated original invoice in Munis to
reflect new invoice details (inv # & remit address).
This will automatically print on the
next check run (9/11/19).

08/27/2019 13:46
cfreitas

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR	PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
EFF DATE											
2019	8	307									
APP 650-213000								ACCOUNTS PAYABLE			360.00
08/27/2019			337	VOID				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100								CASH		360.00	
08/27/2019			337	VOID				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										360.00	360.00
APP 631-130000								DUE TO/FROM CLEARING			360.00
08/27/2019			ACHFA03	VOID							
APP 650-130000								DUE TO/FROM CLEARING		360.00	
08/27/2019			ACHFA03	VOID							
SYSTEM GENERATED ENTRIES TOTAL										360.00	360.00
JOURNAL 2019/08/307 TOTAL										720.00	720.00

08/27/2019 13:46
cfreitas

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		YEAR	PER	JNL	EFF DATE		DEBIT	CREDIT
ACCOUNT		ACCOUNT DESCRIPTION						
631	CLEARING FUND	2019	8	307	08/27/2019			
	631-130000				DUE TO/FROM CLEARING			360.00
	635-111100				CASH		360.00	
FUND TOTAL							360.00	360.00
650	AGENCY FUND	2019	8	307	08/27/2019			
	650-130000				DUE TO/FROM CLEARING		360.00	
	650-213000				ACCOUNTS PAYABLE			360.00
FUND TOTAL							360.00	360.00

FUND	DUE TO	DUE FROM
631 CLEARING FUND	360.00	
650 AGENCY FUND		360.00
	TOTAL	
	360.00	360.00

** END OF REPORT - Generated by Carrie L. Freitas **

08/27/2019 13:47 |CITY OF BAINBRIDGE ISLAND
cfreitas |MODIFY INVOICES

|P 1
|apinvmnt

CLERK: cfreitas

INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUNVOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	DISCOUNT AMOUNT	ERROR
					STAT	DUE DATE	INVOICE NET	
000969 76436		230003	FIN 2019 03 635	111100	INV	03/25/2019	.00	
WA ST DOL		RMT: 1 MAR19 CPL TRANSMITTAL			ACT	03/25/2019	360.00	
INVOICE: 00009792								
41654860 586000		DEP OUT		N 1		360.00		

** END OF REPORT - Generated by Carrie L. Freitas **

VOID

CF 8/28/19

KRS

8-28-19

08/28/2019 10:47 |CITY OF BAINBRIDGE ISLAND
cfreitas |A/P CASH DISBURSEMENTS JOURNAL

P 1
apcsbdb

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

351330 08/28/2019 VOID 9253 ALEXANDAR ALIF 233574 PLN51528 PRE 08/12/2019 -750.00
Invoice: PLN51528 PRE CANCELLED PERMIT PLN51528
-750.00 47148 345890 OTHER PLANNING/DEVELOPM

CHECK 351330 TOTAL: -750.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -750.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	750.00

*** GRAND TOTAL *** -750.00

✓
Refund payment was scheduled to mail 8/28/19. On 8/26/19 we were contacted by PayGov, informing us that the cardholder/refund payee had initiated a chargeback to recoup the funds rather than waiting for a refund check. These funds are now due to PayGov instead of the original payee.

08/28/2019 10:47
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 8 333									
APP 407-213000						ACCOUNTS PAYABLE			750.00
08/28/2019	351330 VOID					AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH		750.00	
08/28/2019	351330 VOID					AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		750.00	750.00
APP 631-130000						DUE TO/FROM CLEARING			750.00
08/28/2019 08/25/19	VOID								
APP 407-130000						DUE TO/FROM CLEARING		750.00	
08/28/2019 08/25/19	VOID								
						SYSTEM GENERATED ENTRIES TOTAL		750.00	750.00
						JOURNAL 2019/08/333 TOTAL		1,500.00	1,500.00

08/28/2019 10:47
cfreitas

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION						
407 BUILDING & DEVELOPMENT FUND	2019	8	333	08/28/2019			
407-130000					DUE TO/FROM CLEARING	750.00	
407-213000					ACCOUNTS PAYABLE		750.00
FUND TOTAL						750.00	750.00
631 CLEARING FUND	2019	8	333	08/28/2019			
631-130000					DUE TO/FROM CLEARING		750.00
635-111100					CASH	750.00	
FUND TOTAL						750.00	750.00

08/28/2019 10:47
cfreitas

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM

407 BUILDING & DEVELOPMENT FUND			750.00
631 CLEARING FUND		750.00	
		-----	-----
TOTAL		750.00	750.00

** END OF REPORT - Generated by Carrie L. Freitas **

VOID

CF 9/4/19

KRS

9-4-19

09/04/2019 14:58
cfreitasCITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNALP 1
apcshdsbCASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

351449	09/11/2019	VOID	9078 MICHELLE HUTCHINS	233810	601789194	08/22/2019	-65.00
Invoice: 601789194						FIN/BUS LIC FEE REFUND	

-65.00	01132	321900	C/E BL INITIAL & RENEWAL
--------	-------	--------	--------------------------

CHECK 351449 TOTAL: -65.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -65.00

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 65.00

*** GRAND TOTAL *** -65.00

Refund request was for an existing vendor,
however the person originally addressed
should not have been included.

Voided in order to update remit & reprint
the check.

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2019 9 27										
APP 001-213000						GENERAL - ACCOUNTS PAYABLE				65.00
	09/11/2019	351449	VOID			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH		65.00		
	09/11/2019	351449	VOID			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL									65.00	65.00
APP 631-130000						DUE TO/FROM CLEARING				65.00
	09/11/2019	09/08/19	VOID							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING		65.00		
	09/11/2019	09/08/19	VOID							
SYSTEM GENERATED ENTRIES TOTAL									65.00	65.00
JOURNAL 2019/09/27 TOTAL									130.00	130.00

FUND	YEAR PER	JNL	EFF DATE		DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 9	27	09/11/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING	65.00	
001-213000				GENERAL - ACCOUNTS PAYABLE		65.00
				FUND TOTAL	65.00	65.00
631 CLEARING FUND	2019 9	27	09/11/2019			
631-130000				DUE TO/FROM CLEARING		65.00
635-111100				CASH	65.00	
				FUND TOTAL	65.00	65.00

FUND	DUE TO	DUE FROM
001 GENERAL FUND		65.00
631 CLEARING FUND	65.00	
TOTAL	65.00	65.00

** END OF REPORT - Generated by Carrie L. Freitas **

09/04/2019 14:58 |CITY OF BAINBRIDGE ISLAND
cfreitas |MODIFY INVOICES

|P 1
|apinvmnt

CLERK: cfreitas

INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUNVOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	DISCOUNT AMOUNT	
					STAT	DUE DATE	INVOICE NET	ERROR
009078 80094		233810	410012019	08 635	111100 INV	08/22/2019	.00	
BI SADDLE CLUB	RMT: 1 FIN/BUS LIC FEE REFUND				ACT	09/11/2019	65.00	
INVOICE: 601789194								
01132	321900	NEW BUSLIC		N 1		65.00		

** END OF REPORT - Generated by Carrie L. Freitas **

09/04/2019 15:24 |CITY OF BAINBRIDGE ISLAND
cfreitas |A/P CASH DISBURSEMENTS JOURNAL

VOID
CF 9/4/19
KRS
9-4-19

P 1
apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

351520 09/11/2019 VOID 5168 PPI GROUP 234029 INV94843 06/13/2019 -789.16
Invoice: INV94843 ENG/MAGNET FIELD MAINT

-789.16 72011321 549100 ENG - C/E ADMIN MISCELLEANEOUS

CHECK 351520 TOTAL: -789.16

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -789.16

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 789.16

*** GRAND TOTAL *** -789.16

Voided due to typo in remittance.
Updated vendor & reprinted.

09/04/2019 15:24 |CITY OF BAINBRIDGE ISLAND
 cfreitas |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 9 30									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE			789.16
09/04/2019	351520	VOID				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH		789.16	
09/04/2019	351520	VOID				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								789.16	789.16
APP 631-130000						DUE TO/FROM CLEARING			789.16
09/04/2019	09/08/19	VOID							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING		789.16	
09/04/2019	09/08/19	VOID							
SYSTEM GENERATED ENTRIES TOTAL								789.16	789.16
JOURNAL 2019/09/30 TOTAL								1,578.32	1,578.32

FUND	YEAR PER	JNL	EFF DATE		DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 9	30	09/04/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING	789.16	
001-213000				GENERAL - ACCOUNTS PAYABLE		789.16
				FUND TOTAL	789.16	789.16
631 CLEARING FUND	2019 9	30	09/04/2019			
631-130000				DUE TO/FROM CLEARING		789.16
635-111100				CASH	789.16	
				FUND TOTAL	789.16	789.16

FUND		DUE TO	DUE FROM
001 GENERAL FUND			789.16
631 CLEARING FUND		789.16	
	TOTAL	789.16	789.16

** END OF REPORT - Generated by Carrie L. Freitas **

Manual
(CF) 8/28/19

08/28/2019 15:23 |CITY OF BAINBRIDGE ISLAND
cfreitas |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 635			111100		CASH													
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN									NET	
INVOICE DTL DESC																		

351416	08/28/2019	PRTD	6420 AT&T MOBILITY	233771	287293538919X082019	08/11/2019		M082619									506.78	
Invoice: 287293538919X082019						POL/WIRELESS CHARGES												
				506.78	91011215 542100	GG-C/E-PD-PHONE												
				233772	287287004732X082019	08/11/2019		M082619									1,575.27	
Invoice: 287287004732X082019						POL/WIRELESS CHARGES												
				1,575.27	91011215 542100	GG-C/E-PD-PHONE												
							CHECK	351416 TOTAL:									2,082.05	
351417	08/28/2019	PRTD	762 ASSOCIATION OF WASHI	233766	76468	08/22/2019		M082619									375.00	
Invoice: 76468						PCD/CONF REG: H. WRIGHT												
				375.00	61011584 443410	PCD - C/E ADM TRAINING												
							CHECK	351417 TOTAL:									375.00	
351418	08/28/2019	PRTD	551 CENTURYLINK	233767	6124AUG19	08/16/2019		M082619									58.32	
Invoice: 6124AUG19						WEAVER PRV WATER TELEM												
				58.32	91411891 542100	GG-WTR-FAC-PHONE												
							CHECK	351418 TOTAL:									58.32	
351419	08/28/2019	PRTD	7849 LAW OFFICE OF THOMAS	233768	AUG19	08/12/2019		M082619									4,484.38	
Invoice: AUG19						LEGAL/PUB DEF SVCS AUG 2019												
				4,484.38	32011281 541113	LGL-PUBLIC DEFENDER												
							CHECK	351419 TOTAL:									4,484.38	
351420	08/28/2019	PRTD	1205 PUGET SOUND ENERGY	233769	4376AUG19	08/19/2019		M082619									903.43	
Invoice: 4376AUG19						AUG 19-GREEN POWER CONTRACT												
				903.43	91011189 547101	ELECTRIC-GREEN POWER												
							CHECK	351420 TOTAL:									903.43	
351421	08/28/2019	PRTD	6820 RICH BOTTALICO	233773	2115	06/26/2019	21900022	M082619									8,323.24	
Invoice: 2115						PAY STATION HANDRAIL												
				8,323.24	73011757 54810000954	DOCK PAY STATION R&M												
							CHECK	351421 TOTAL:									8,323.24	
351422	08/28/2019	PRTD	5271 WASHINGTON WATER SER	233770	4815979187-AUG19	08/20/2019		M082619									170.53	
Invoice: 4815979187-AUG19						AUG19 DECANT FAC WATER												
				170.53	91435838 547500	GG-DECANT-WATER/SEWER												

08/28/2019 15:23 |CITY OF BAINBRIDGE ISLAND
cfreitas |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

CHECK 351422 TOTAL: 170.53

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 16,396.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	7	16,396.95

*** GRAND TOTAL *** 16,396.95

08/28/2019 15:23 |CITY OF BAINBRIDGE ISLAND
 cfreitas |A/P CASH DISBURSEMENTS JOURNAL

P 3
 apcshdeb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 8 340									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		16,168.10	
08/28/2019	M082619	082819				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						.CASH			16,396.95
08/28/2019	M082619	082819				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		58.32	
08/28/2019	M082619	082819				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		170.53	
08/28/2019	M082619	082819				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								16,396.95	16,396.95
APP 631-130000						DUE TO/FROM CLEARING		16,396.95	
08/28/2019	M082619	082819							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			16,168.10
08/28/2019	M082619	082819							
APP 401-130000						DUE TO/FROM CLEARING			58.32
08/28/2019	M082619	082819							
APP 403-130000						DUE TO/FROM CLEARING			170.53
08/28/2019	M082619	082819							
SYSTEM GENERATED ENTRIES TOTAL								16,396.95	16,396.95
JOURNAL 2019/08/340 TOTAL								32,793.90	32,793.90

08/28/2019 15:23
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019	8	340	08/28/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		16,168.10
001-213000					GENERAL - ACCOUNTS PAYABLE	16,168.10	
					FUND TOTAL	16,168.10	16,168.10
401 WATER OPERATING FUND	2019	8	340	08/28/2019			
401-130000					DUE TO/FROM CLEARING		58.32
401-213000					ACCOUNTS PAYABLE	58.32	
					FUND TOTAL	58.32	58.32
403 STORM & SURFACE WATER FUND	2019	8	340	08/28/2019			
403-130000					DUE TO/FROM CLEARING		170.53
403-213000					ACCOUNTS PAYABLE	170.53	
					FUND TOTAL	170.53	170.53
631 CLEARING FUND	2019	8	340	08/28/2019			
631-130000					DUE TO/FROM CLEARING	16,396.95	
635-111100					CASH		16,396.95
					FUND TOTAL	16,396.95	16,396.95

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,168.10
401	WATER OPERATING FUND		58.32
403	STORM & SURFACE WATER FUND		170.53
631	CLEARING FUND	16,396.95	
TOTAL		16,396.95	16,396.95

** END OF REPORT - Generated by Carrie L. Freitas **

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

351423 09/04/2019 PRD 8646 ISLAND HANDS 233986 17462 08/27/2019 090819 9,728.79
Invoice: 17462 JANITORIAL SERVICES AUG 2019

9,436.93 73011183 54110000269 JANITORIAL CONTRACT-PRO SVCS
291.86 73425358 54110000269 JANITORIAL CONTRACT-PRO SVCS

233987 17463 08/27/2019 090819 1,665.25
Invoice: 17463 JANITORIAL SERVICES AUG 2019

1,615.29 73011183 54110000269 JANITORIAL CONTRACT-PRO SVCS
49.96 73425358 54110000269 JANITORIAL CONTRACT-PRO SVCS

CHECK 351423 TOTAL: 11,394.04

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 11,394.04

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	11,394.04

*** GRAND TOTAL *** 11,394.04

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 9 24									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		11,052.22	
09/04/2019	090819	090819				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			11,394.04
09/04/2019	090819	090819				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		341.82	
09/04/2019	090819	090819				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								11,394.04	11,394.04
APP 631-130000						DUE TO/FROM CLEARING		11,394.04	
09/04/2019	090819	090819							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			11,052.22
09/04/2019	090819	090819							
APP 402-130000						DUE TO/FROM CLEARING			341.82
09/04/2019	090819	090819							
SYSTEM GENERATED ENTRIES TOTAL								11,394.04	11,394.04
JOURNAL 2019/09/24 TOTAL								22,788.08	22,788.08

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 9	24	09/04/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		11,052.22
001-213000				GENERAL - ACCOUNTS PAYABLE	11,052.22	
				FUND TOTAL	11,052.22	11,052.22
402 SEWER OPERATING FUND	2019 9	24	09/04/2019			
402-130000				DUE TO/FROM CLEARING		341.82
402-213000				ACCOUNTS PAYABLE	341.82	
				FUND TOTAL	341.82	341.82
631 CLEARING FUND	2019 9	24	09/04/2019			
631-130000				DUE TO/FROM CLEARING	11,394.04	
635-111100				CASH		11,394.04
				FUND TOTAL	11,394.04	11,394.04

FUND		DUE TO	DUE FROM
001	GENERAL FUND		11,052.22
402	SEWER OPERATING FUND		341.82
631	CLEARING FUND	11,394.04	
TOTAL		11,394.04	11,394.04

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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

351424 09/04/2019 PRD 7602 REBECCA DEAN PLLC 233870 1055 07/31/2019 09/08/19 1,363.00
Invoice: 1055 HR/INVESTIGATIVE SVCS JUL 19
1,363.00 33011161 541100 HR-C/E-PROF SVCS

CHECK 351424 TOTAL: 1,363.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,363.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	1,363.00

*** GRAND TOTAL *** 1,363.00

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 9 25									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		1,363.00	
09/04/2019	09/08/19	090819				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			1,363.00
09/04/2019	09/08/19	090819				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		1,363.00	1,363.00
APP 631-130000						DUE TO/FROM CLEARING		1,363.00	
09/04/2019	09/08/19	090819							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			1,363.00
09/04/2019	09/08/19	090819							
						SYSTEM GENERATED ENTRIES TOTAL		1,363.00	1,363.00
						JOURNAL 2019/09/25 TOTAL		2,726.00	2,726.00

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 9	25	09/04/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		1,363.00
001-213000				GENERAL - ACCOUNTS PAYABLE	1,363.00	
				FUND TOTAL	1,363.00	1,363.00
631 CLEARING FUND	2019 9	25	09/04/2019			
631-130000				DUE TO/FROM CLEARING	1,363.00	
635-111100				CASH		1,363.00
				FUND TOTAL	1,363.00	1,363.00

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			1,363.00
631 CLEARING FUND		1,363.00	
	TOTAL	1,363.00	1,363.00

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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										
351425	09/11/2019	PRTD	5 ACE HARDWARE	233774	44529/1	08/16/2019		09/08/19	38.10	
	Invoice: 44529/1					ENG/MARKING PAINT				
				38.10	72111431 531100	ENG - ACCESS MGMT SUPPLIES				
				233934	44631/1	08/29/2019		09/08/19	33.33	
	Invoice: 44631/1					PW/BIT SET, STORAGE BOX				
				33.33	73011768 531100	O&M-C/E-PARKS-SUPPLIES				
				233935	44611/1	08/28/2019		09/08/19	13.07	
	Invoice: 44611/1					PW/LEVEL				
				13.07	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES				
				233936	44617/1	08/28/2019		09/08/19	17.95	
	Invoice: 44617/1					PW/DISH SOAP, SUPER GLUE				
				17.95	73425358 531100	O&M-WWTP-SUPPLIES				
				233937	44588/1	08/23/2019		09/08/19	7.62	
	Invoice: 44588/1					PW/MULCH				
				7.62	73011189 531100	O&M - C/E FACIL OFC SUPPLIES				
				233938	44581/1	08/23/2019		09/08/19	12.16	
	Invoice: 44581/1					PW/ELBOWS (4)				
				12.16	73011189 531100	O&M - C/E FACIL OFC SUPPLIES				
				233939	44578/1	08/23/2019		09/08/19	73.75	
	Invoice: 44578/1					PW/IRRIGATION REPR SUPPLIES				
				73.75	73011189 531100	O&M - C/E FACIL OFC SUPPLIES				
				233940	44569/1	08/22/2019		09/08/19	45.76	
	Invoice: 44569/1					PW/LED FLASHLIGHT, BATTERIES				
				45.76	73411345 531100	OFFICE SUPPLIES				
				233941	44570/1	08/22/2019		09/08/19	15.24	
	Invoice: 44570/1					PW/WASP & HORNET SPRAY				
				15.24	73421355 531100	WIN COLL-SUPPLIES				
				233942	44571/1	08/22/2019		09/08/19	207.51	
	Invoice: 44571/1					PW/PT WHITE MAINT SUPPLIES				
				207.51	73431835 531100	OFFICE SUPPLIES				
				233943	44574/1	08/22/2019		09/08/19	119.89	
	Invoice: 44574/1					PW/LADDER				
				119.89	73431835 531100	OFFICE SUPPLIES				
				233944	44560/1	08/21/2019		09/08/19	190.60	
	Invoice: 44560/1					POL/STORAGE TOTES FOR EQUIP RM				
				190.60	51011215 531100	POLICE - C/E FACIL SUPPLIES				
				233945	44567/1	08/21/2019		09/08/19	3.91	
	Invoice: 44567/1					PW/TOP SOIL				
				3.91	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

Invoice: 44552/1		233946	44552/1	08/20/2019	09/08/19	29.93
				PW/WWTP SUPPLIES		
		29.93	73425358 531100	O&M-WWTP-SUPPLIES		
Invoice: 44533/1		233947	44533/1	08/19/2019	09/08/19	32.42
				PW/FLOWER WATERING WAND		
		32.42	73111427 531100	OFFICE SUPPLIES		
Invoice: 44526/1		233948	44526/1	08/16/2019	09/08/19	88.38
				PW/WELL SITE MAINT SUPPLIES		
		88.38	73411345 531100	OFFICE SUPPLIES		
Invoice: 44518/1		233949	44518/1	08/15/2019	09/08/19	34.87
				PW/PULLER CABLE		
		34.87	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY		
Invoice: 44509/1		233950	44509/1	08/15/2019	09/08/19	26.13
				PW/SCREWDRIVERS, BUSHINGS		
		26.13	73411345 531100	OFFICE SUPPLIES		
Invoice: 44506/1		233951	44506/1	08/14/2019	09/08/19	18.52
				PW/LIGHT CONTROL		
		18.52	73011215 531100	O&M-C/E-POLICE FAC-SUPPLIES		
Invoice: 44501/1		233952	44501/1	08/14/2019	09/08/19	52.23
				PW/WWTP SUPPLIES		
		52.23	73425358 531100	O&M-WWTP-SUPPLIES		
Invoice: 44478/1		233953	44478/1	08/12/2019	09/08/19	21.78
				PW/BIT SET, WRENCH		
		21.78	73011768 531100	O&M-C/E-PARKS-SUPPLIES		
Invoice: 44464/1		233954	44464/1	08/09/2019	09/08/19	13.67
				PW/FASTENERS		
		13.67	73011768 531100	O&M-C/E-PARKS-SUPPLIES		
Invoice: 44460/1		233955	44460/1	08/09/2019	09/08/19	4.25
				PW/FASTENERS		
		4.25	73011768 531100	O&M-C/E-PARKS-SUPPLIES		
Invoice: 44454/1		233956	44454/1	08/08/2019	09/08/19	15.24
				PW/PAINT MARKERS		
		15.24	73411345 531100	OFFICE SUPPLIES		
CHECK 351425 TOTAL:						1,116.31
351426	09/11/2019	PRTD	2201 ACTION COMMUNICATION	233775	1907113	07/23/2019 09/08/19 371.12
Invoice: 1907113						PW/NEW F150 UPFIT #VEH 257
						371.12 73638594 66400000977 2019 LT DUTY PU-PU PURCH ALLOC

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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	351426 TOTAL:	371.12	
351427	09/11/2019	PRTD	9261 AGM ADVERTISING AND	233776	18	08/19/2019	09/08/19	125.00	
Invoice: 18				125.00	31011256 542450	EX/BUCKET LIST BROCHURE DESIGN EX-GF-EMERG PREP-COMM OUTREACH			
						CHECK	351427 TOTAL:	125.00	
351428	09/11/2019	PRTD	7726 AIR MANAGEMENT SOLUT	233777	0001129363	07/31/2019	09/08/19	247.98	
Invoice: 0001129363				247.98	73011183 54810000707	PW/HVAC REPAIR CH HVAC-REPAIRS			
Invoice: 0001128996				233778	0001128996	07/31/2019	09/08/19	598.34	
				598.34	73425358 54810000707	PW/REPL OUTDOOR THERMISTOR WWTP HVAC-REPAIRS			
						CHECK	351428 TOTAL:	846.32	
351429	09/11/2019	PRTD	863 INTERSTATE BATTERIES	234011	22058880	08/15/2019	09/08/19	49.00	
Invoice: 22058880				49.00	73011483 531100	PW/BATTERY O&M-GF-MECH SHOP-SUPPLIES			
						CHECK	351429 TOTAL:	49.00	
351430	09/11/2019	PRTD	8991 ALLIANCE 2020, INC	233780	570974	07/31/2019	09/08/19	198.60	
Invoice: 570974				198.60	33011161 541100	HR/PRE-EMP BACKGROUND CHECKS HR-C/E-PROF SVCS			
						CHECK	351430 TOTAL:	198.60	
351431	09/11/2019	PRTD	8672 ALLSTREAM	234001	16338309	09/01/2019	09/08/19	930.96	
Invoice: 16338309				930.96	41637891 542100	FIN/SEPT 19 CITYWIDE PHN SVCS FIN - ALLOC TELEPHONE			
						CHECK	351431 TOTAL:	930.96	
351432	09/11/2019	PRTD	1258 ALPINE PRODUCTS INC	233957	TM-188288	08/14/2019	09/08/19	33.25	
Invoice: TM-188288				33.25	73111264 531100	PW/GASKET, PAIL O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: TM-188185				233958	TM-188185	08/12/2019	09/08/19	908.57	
				104.92	73111264 531100	PW/TRAFFIC PAINT, PAIL LID O&M-STREET-TRAF CONTROL-SUPPLY			
				803.65	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
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INVOICE DTL DESC

						CHECK	351432 TOTAL:	941.82	
351433	09/11/2019	PRTD	4739 AMERICAN LEGION - CO	233781	190901	08/16/2019		09/08/19	90.00
Invoice: 190901						EX/SEP19 RENT			
90.00						31011256	54500000830	EMERG AM RADIO STATION-RENTS	
						CHECK	351433 TOTAL:	90.00	
351434	09/11/2019	PRTD	9270 AMERICAN SCALE CO.,	233841	145987	04/17/2019		09/08/19	205.00
Invoice: 145987						PW/CAS RW POWER SUPPLY			
205.00						73425358	531100	O&M-WWTP-SUPPLIES	
						CHECK	351434 TOTAL:	205.00	
351435	09/11/2019	PRTD	4710 ASSOCIATED PETROLEU	233960	0101715-IN	08/22/2019		09/08/19	623.63
Invoice: 0101715-IN						PW/251 GAL UNLEADED			
623.63						73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
						233961	0101714-IN	08/22/2019	346.93
Invoice: 0101714-IN						PW/106.2 GAL DIESEL			
346.93						73638893	532000	O&M-FUEL USE-ALLOCATION	
						233962	0100465-IN	08/20/2019	638.16
Invoice: 0100465-IN						PW/225 GAL DIESEL			
638.16						73638893	532000	O&M-FUEL USE-ALLOCATION	
						233963	0100466-IN	08/20/2019	1,211.11
Invoice: 0100466-IN						PW/490 GAL UNLEADED			
1,211.11						73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
						233964	0004713-IN	08/13/2019	457.65
Invoice: 0004713-IN						PW/155 GAL DIESEL			
457.65						73638893	532000	O&M-FUEL USE-ALLOCATION	
						233965	0004714-IN	08/13/2019	767.32
Invoice: 0004714-IN						PW/305 GAL UNLEADED			
767.32						73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
						233966	0002609-IN	08/08/2019	457.60
Invoice: 0002609-IN						PW/163 GAL DIESEL			
457.60						73638893	532000	O&M-FUEL USE-ALLOCATION	
						233967	0002610-IN	08/08/2019	611.40
Invoice: 0002610-IN						PW/250 GAL UNLEADED			
611.40						73638932	532000	O&M-FUEL ALLOC TO OTH DEPTS	
						233968	0001619-IN	08/06/2019	711.51
Invoice: 0001619-IN						PW/265 GAL DIESEL			
711.51						73638893	532000	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
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INVOICE DTL DESC

Invoice: 1134048-IN	233969	1134048-IN	08/06/2019	09/08/19	756.03
	756.03	73638932 532000	PW/299 GAL UNLEADED		
			O&M-FUEL ALLOC TO OTH DEPTS		

Invoice: 1131368-IN	233970	1131368-IN	08/01/2019	09/08/19	462.96
	462.96	73638893 532000	PW/185.6 GAL DIESEL		
			O&M-FUEL USE-ALLOCATION		

Invoice: 1131370-IN	233971	1131370-IN	08/01/2019	09/08/19	578.68
	578.68	73638932 532000	PW/190 GAL UNLEADED		
			O&M-FUEL ALLOC TO OTH DEPTS		

CHECK	351435 TOTAL:	7,622.98
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351436 09/11/2019 PRD	7821 AUS WEST LOCKBOX	233842	1991374178	08/15/2019	09/08/19	53.99
Invoice: 1991374178		53.99	73638893 589310	PW/LAUNDRY SERVICES		
				LAUNDRY SERVICES		

Invoice: 1991383919	233972	1991383919	08/22/2019	09/08/19	53.99
	53.99	73638893 589310	PW/LAUNDRY SERVICE		
			LAUNDRY SERVICES		

Invoice: 1991364320	233973	1991364320	08/08/2019	09/08/19	53.99
	53.99	73638893 589310	PW/LAUNDRY SERVICE		
			LAUNDRY SERVICES		

CHECK	351436 TOTAL:	161.97
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351437 09/11/2019 PRD	2138 ASPECT CONSULTING LL	233782	33837	07/16/2019	21700132 09/08/19	2,700.00
Invoice: 33837		2,700.00	73411345 54110000868	EVALUATE WATER RIGHTS		
				WATER RIGHTS-PROF SVCS		

Invoice: 34202	233784	34202	08/20/2019	21700132 09/08/19	1,453.75
	1,453.75	73411345 54110000868	EVALUATE WATER RIGHTS		
			WATER RIGHTS-PROF SVCS		

CHECK	351437 TOTAL:	4,153.75
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351438 09/11/2019 PRD	1159 AUTOGLASS PLUS INC	233974	WO B0041871	08/15/2019	09/08/19	336.15
Invoice: WO B0041871		336.15	53011212 548100	POL/VEH 199 WINDSHIELD		
				POLICE - C/E PATROL MAINTENANC		

CHECK	351438 TOTAL:	336.15
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351439 09/11/2019 PRD	4365 AUTOMATIC FUNDS TRAN	233785	110118	08/01/2019	09/08/19	727.47
Invoice: 110118		155.46	43411341 541100	UB/STATEMENT PREP & MAIL		
				FIN - WATER ADMIN PROF SERVICE		

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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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				155.46	43421351 541100	FIN - SEWER ADMIN PROF SERVICE				
				208.28	91411891 542500	GG-WTR-FAC-POSTAGE				
				208.27	91421891 542500	GG-SWR-FAC-POSTAGE				
								CHECK 351439 TOTAL:	727.47	
351440	09/11/2019	PRTD	37 ASSOCIATION OF WA CI	233787	09/2019	08/26/2019		09/08/19	843.12	
Invoice: 09/2019						PCD/SEP19 COBRA: CHRISTENSEN				
				843.12	61011581 520000	PCD - C/E ADMIN BENEFITS				
								CHECK 351440 TOTAL:	843.12	
351441	09/11/2019	PRTD	6818 B2 EQUIPMENT CO INC	233843	10235	08/21/2019		09/08/19	2,380.56	
Invoice: 10235						PW/425 GAL TANK				
				2,380.56	73425358 531100	O&M-WWTP-SUPPLIES				
								CHECK 351441 TOTAL:	2,380.56	
351442	09/11/2019	PRTD	8904 BAINBRIDGE CHORALE	233975	S20194	08/30/2019		09/08/19	1,000.00	
Invoice: S20194						CULTURAL FUNDING - OPERATING S				
				1,000.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES				
								CHECK 351442 TOTAL:	1,000.00	
351443	09/11/2019	PRTD	54 BAINBRIDGE RENTAL IN	233844	CON#52761	08/12/2019		09/08/19	14.17	
Invoice: CON#52761						PW/1 GAL PROPANE (4)				
				14.17	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY				
				233976	CON# 53391	08/28/2019		09/08/19	30.72	
Invoice: CON# 53391						PW/PROPANE 1 GAL				
				30.72	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY				
				233977	CON#52844	08/14/2019		09/08/19	24.80	
Invoice: CON#52844						PW/PROPANE 1 GAL				
				24.80	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY				
								CHECK 351443 TOTAL:	69.69	
351444	09/11/2019	PRTD	55 BI REVIEW SUBSCRIPTI	233788	609268-2020	08/09/2019		09/08/19	70.00	
Invoice: 609268-2020						POL/SQUAD SUBX + TIP				
				70.00	53011212 549100	PD-C/E-PATROL-DUES/SUBCR/MEMBR				
								CHECK 351444 TOTAL:	70.00	

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CASH ACCOUNT: 635			111100		CASH					
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INVOICE DTL DESC										

351445	09/11/2019	PRTD	55 SOUND PUBLISHING, IN	233789	BIR869409	08/16/2019		09/08/19	53.13	
Invoice: BIR869409				53.13	11011113 544000	CC/ORD 2019-19		COUNCIL - LEGAL NOTICES		
Invoice: BIR869461				233790	BIR869461	08/16/2019		09/08/19	80.28	
				80.28	11011113 544000	CC/NOPH: ORD 2019-03		COUNCIL - LEGAL NOTICES		
Invoice: BIR854909				233791	BIR854909	05/03/2019		09/08/19	86.18	
				86.18	11011113 544000	CC/ORD 2019-14		COUNCIL - LEGAL NOTICES		
Invoice: BIR855060				233792	BIR855060	05/03/2019		09/08/19	75.56	
				75.56	63470586 544000	PCD/NOA: PLN51400 SSDE		CUR-DEV-ZONING-ADV		
Invoice: BIR855055				233793	BIR855055	05/03/2019		09/08/19	76.74	
				76.74	63470586 544000	PCD/NOA: PLN51332 SSDP		CUR-DEV-ZONING-ADV		
Invoice: BIR855053				233794	BIR855053	05/03/2019		09/08/19	77.92	
				77.92	63470586 544000	PCD/NOA: BLD23932 ADD		CUR-DEV-ZONING-ADV		
Invoice: BIR853774				233795	BIR853774	04/26/2019		09/08/19	46.04	
				46.04	11011113 544000	CC/ORD 2019-08		COUNCIL - LEGAL NOTICES		
Invoice: BIR853990				233796	BIR853990	04/26/2019		09/08/19	74.38	
				74.38	63470586 544000	PCD/NOA: PLN50880		CUR-DEV-ZONING-ADV		
Invoice: BIR853991				233798	BIR853991	04/26/2019		09/08/19	73.19	
				73.19	63470586 544000	PCD/NOA: PLN51148 SPT		CUR-DEV-ZONING-ADV		
Invoice: BIR852073				233799	BIR852073	04/12/2019		09/08/19	50.76	
				50.76	11011113 544000	CC/ORD 2019-06		COUNCIL - LEGAL NOTICES		
Invoice: BIR852149				233800	BIR852149	04/12/2019		09/08/19	75.56	
				75.56	63470586 544000	PCD/NOA: PLN51288		CUR-DEV-ZONING-ADV		
Invoice: BIR851141				233801	BIR851141	04/05/2019		09/08/19	77.92	
				77.92	63470586 544000	PCD/NOA: PLN13380 CSPRA		CUR-DEV-ZONING-ADV		
Invoice: BIR851139				233802	BIR851139	04/05/2019		09/08/19	75.56	
				75.56	63470586 544000	PCD/NOA: BLD23780		CUR-DEV-ZONING-ADV		

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Invoice: BIR851138
233803 BIR851138 04/05/2019 09/08/19 75.56
PCD/NOA:BLD23682
75.56 63470586 544000 CUR-DEV-ZONING-ADV

Invoice: BIR851134
233804 BIR851134 04/05/2019 09/08/19 77.92
PCD/NOA: BLD23533
77.92 63470586 544000 CUR-DEV-ZONING-ADV

Invoice: BIR850313
233805 BIR850313 03/29/2019 09/08/19 153.47
ENG/RFQ: SUST TRANSP
153.47 72111444 54400001018 SUSTAINABLE TRANS-ADV

Invoice: BIR835936
233806 BIR835936 11/30/2018 09/08/19 68.47
CC/ORD 218-45
68.47 11011113 544000 COUNCIL - LEGAL NOTICES

Invoice: BIR835935
233807 BIR835935 11/30/2018 09/08/19 56.67
CC/NOPH: ORD 2018-20
56.67 11011113 544000 COUNCIL - LEGAL NOTICES

Invoice: BIR870493
233924 BIR870493 08/23/2019 09/08/19 75.56
PCD/NOA: PLN51474 SSDP
75.56 63470586 544000 CUR-DEV-ZONING-ADV

Invoice: BIR870496
233925 BIR870496 08/23/2019 09/08/19 80.28
PCD/PHN: ORD 2019-25
80.28 63470586 544000 CUR-DEV-ZONING-ADV

CHECK 351445 TOTAL: 1,511.15

351446 09/11/2019 PRD 8352 BC&J ARCHITECTS 233845 BLD23932 08/28/2019 09/08/19 68.18
Invoice: BLD23932
PW/BLD23932 PARTIAL REFUND
68.18 65538 38600000370 GEO TECH 3RD PARTY REVIEWS

CHECK 351446 TOTAL: 68.18

351447 09/11/2019 PRD 5412 BENEFIT ADMINISTRATI 233809 1908513 08/21/2019 09/08/19 255.20
Invoice: 1908513
HSA/FSA CARD SERVICES AUG 19
28.07 21011125 520000 COURT - BENEFITS
45.94 31011131 520000 EX-GF-BEN
35.73 41011141 520000 FIN - C/E ADMIN BENEFITS
22.97 51011211 520000 PD-C/E ADMIN-BENEFITS
35.73 61011581 520000 PCD - C/E ADMIN BENEFITS
81.66 71011321 520000 PW - C/E BENEFITS
5.10 81011881 520000 IT - C/E ADMIN BENEFITS

CHECK 351447 TOTAL: 255.20

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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

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351448	09/11/2019	PRTD	50 BAINBRIDGE ISLAND EL	234004	20190089	08/22/2019	09/08/19	1,037.82
Invoice: 20190089						PW/FLOAT CIRCUIT REPAIR		
1,037.82 73421355 548100						WIN COLL-R&M		
CHECK 351448 TOTAL:								1,037.82
351449	09/11/2019	PRTD	9078 MICHELLE HUTCHINS	233810	601789194	08/22/2019	09/08/19	65.00
Invoice: 601789194						FIN/BUS LIC FEE REFUND		
65.00 01132 321900						C/E BL INITIAL & RENEWAL		
CHECK 351449 TOTAL:								65.00
351450	09/11/2019	PRTD	5490 BAINBRIDGE ISLAND ME	233811	3065	08/01/2019	09/08/19	3,018.72
Invoice: 3065						ENG/NOXIOUS WEED REMOVAL		
3,018.72 72011316 541100						ENG-GF-NOXIOUS WEED CONTROL		
CHECK 351450 TOTAL:								3,018.72
351451	09/11/2019	PRTD	1341 BLUE SKY PRINTING	233978	131904	08/27/2019	09/08/19	42.99
Invoice: 131904						POL/BUS CARDS: HUSKA		
42.99 53011212 531100						PD-C/E-PATROL SUPPLIES		
CHECK 351451 TOTAL:								42.99
351452	09/11/2019	PRTD	2133 CALPORTLAND CO	233812	94280452	08/09/2019	09/08/19	1,720.41
Invoice: 94280452						PW/FUEL SYST IMPRV SUPPLIES		
1,720.41 73311448 63110000811						O&M FUEL SYS CAP IMPR-SUPPLIES		
233813 94278658						08/08/2019 09/08/19		1,080.26
Invoice: 94278658						PW/FUEL SYSM IMPRV SUPPLIES		
1,080.26 73311448 63110000811						O&M FUEL SYS CAP IMPR-SUPPLIES		
CHECK 351452 TOTAL:								2,800.67
351453	09/11/2019	PRTD	853 KATHRYN M CARRUTHERS	233846	08/28/19	08/28/2019	09/08/19	240.00
Invoice: 08/28/19						CRT/4 HRS PRO TEMP		
240.00 21011125 541210						COURT - JUDGE PRO TEMPORE SVCS		
CHECK 351453 TOTAL:								240.00
351454	09/11/2019	PRTD	1820 CDW GOVERNMENT INC	233814	TJD0828	08/02/2019	09/08/19	2,857.21
Invoice: TJD0828						IT/ANTIVIRUS&MALWARE SOFTWARE MAINT		
2,857.21 81011881 548500						IT - C/E COMPUTER SUPPORT		

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					CHECK	351454 TOTAL:	2,857.21
351455	09/11/2019	PRTD	8253 CHS NORTHWEST	233979 35651/H	08/28/2019	09/08/19	456.12
Invoice: 35651/H					PW/SALT BAGS (49)		
456.12 73637892 531100					O&M-ALLOC-WTR-CONSUMABLES		
					CHECK	351455 TOTAL:	456.12
351456	09/11/2019	PRTD	9019 CITIES DIGITAL, INC.	233815 45848	05/21/2019	09/08/19	5,356.26
Invoice: 45848					IT/RECORDS ARCHIVE SOFTWARE MAINT		
5,356.26 81011881 548500					IT - C/E COMPUTER SUPPORT		
					CHECK	351456 TOTAL:	5,356.26
351457	09/11/2019	PRTD	106 CITY OF POULSBO	233980 PLCE000130	08/26/2019	09/08/19	30,000.00
Invoice: PLCE000130					POL/NAVIGATOR PROGRAM SUPPORT		
30,000.00 53011212 541100					POLICE - C/E PATROL PROF SVCS		
					CHECK	351457 TOTAL:	30,000.00
351458	09/11/2019	PRTD	7870 CLASSIC CYCLE, INC	233816 6705	03/02/2019	09/08/19	38.14
Invoice: 6705					POL/BRAKE REPAIR: NORTON		
38.14 53011212 548100					POLICE - C/E PATROL MAINTENANC		
					CHECK	351458 TOTAL:	38.14
351459	09/11/2019	PRTD	142 COPIERS NORTHWEST IN	233817 INV2006062	08/22/2019	09/08/19	919.44
Invoice: INV2006062					EX&FIN/IRC7565I LEASE & OVERAGE		
459.72 31011131 545000					EX-GF-RENTS & LEASES		
459.72 41011141 545000					FIN - C/E ADMIN RENTS & LEASES		
					CHECK	351459 TOTAL:	919.44
351460	09/11/2019	PRTD	9274 DOUGLAS CRIST	233981 8.31.19	08/31/2019	09/08/19	600.00
Invoice: 8.31.19					EX/JUL & AUG CITY PHOTOS		
600.00 31011572 541100					EX-GF-OUTREACH-PROF SVCS		
					CHECK	351460 TOTAL:	600.00
351461	09/11/2019	PRTD	6363 LN CURTIS & SONS	233818 INV307705	08/12/2019	09/08/19	370.78
Invoice: INV307705					POL/UNIFORMS: HUSKA		
370.78 53011212 520000					POLICE - C/E PATROL BENEFITS		
233819 INV308203					08/13/2019	09/08/19	690.49
Invoice: INV308203					POL/UNIFORMS, EQUIP: HUSKA		

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				329.22	53011212	520000	POLICE - C/E PATROL BENEFITS			
				361.27	53011212	531100	PD-C/E-PATROL SUPPLIES			
Invoice: INV308215				233820	INV308215		08/13/2019	09/08/19	511.46	
							POL/UNIFORMS, EQUIP: NOEL			
				209.27	53011212	520000	POLICE - C/E PATROL BENEFITS			
				302.19	53011212	531100	PD-C/E-PATROL SUPPLIES			
Invoice: INV308221				233821	INV308221		08/13/2019	09/08/19	167.76	
							POL/EQUIPMENT: SHIELDS			
				167.76	53011212	520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV308850				233822	INV308850		08/15/2019	09/08/19	1,101.99	
							POL/BODY ARMOR: DAY			
				1,101.99	53011212	531100	PD-C/E-PATROL SUPPLIES			
Invoice: INV308860				233823	INV308860		08/15/2019	09/08/19	1,080.19	
							POL/BODY ARMOR: HORN			
				1,080.19	51011211	531100	PD-C/E-ADM-SUPPLIES			
Invoice: INV309342				233824	INV309342		08/16/2019	09/08/19	151.36	
							POL/UNIFORMS: MCCARTY			
				151.36	53011212	520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV309345				233825	INV309345		08/16/2019	09/08/19	151.36	
							POL/UNIFORMS: ENGET			
				151.36	53011212	520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV309350				233826	INV309350		08/16/2019	09/08/19	184.09	
							POL/UNIFORMS: JOHNSON			
				184.09	53011212	520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV309356				233827	INV309356		08/16/2019	09/08/19	396.57	
							POL/UNIFORMS: BINGHAM			
				396.57	53011212	520000	POLICE - C/E PATROL BENEFITS			
							CHECK	351461	TOTAL:	4,806.05
351462 09/11/2019 PRTD	7016	CUSTOM PRINTING		233829	8746		08/01/2019	09/08/19	67.85	
Invoice: 8746							PCD/BUS CARDS: JUSTIN L			
				67.85	62471591	531100	BLDG - BLDG OFFICE SUPPLIES			
Invoice: 8747				233927	8747		08/07/2019	09/08/19	111.18	
							PW/BUS CARDS: CW			
				111.18	71011321	531100	PW - C/E SUPPLIES			
							CHECK	351462	TOTAL:	179.03

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351469	09/11/2019	PRTD	8238	EXELTECH CONSULTING, 233836	1907-03	07/08/2019	09/08/19	19,559.25
Invoice: 1907-03						OLYMPIC DRIVE NM IMPROVEMENTS		
					19,559.29	72334951	66300200596	SR305-OLYMPIC NM-CONSTR ADMIN

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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	351469	TOTAL:	19,559.29	
351470	09/11/2019	PRTD	5781 EXTERMINATION SERVIC	233847	33200	08/09/2019	09/08/19	93.74	
Invoice: 33200					PW/POL STN AUG SVC				
					93.74	73011215	548100	O&M-C/E-POLICE FAC-REPAIRS	
					CHECK	351470	TOTAL:	93.74	
351471	09/11/2019	PRTD	216 FEDERAL EXPRESS CORP	233982	6-716-53511	08/23/2019	09/08/19	41.42	
Invoice: 6-716-53511					PW/SHIPPING				
					41.42	91425358	542500	GG-WWTP-POSTAGE/SHIPPING	
					CHECK	351471	TOTAL:	41.42	
351472	09/11/2019	PRTD	1953 FERGUSON ENTERPRISES	234006	0797148	08/12/2019	09/08/19	662.86	
Invoice: 0797148					PW/METER, METER SUPPLIES				
					662.86	73411345	531100	OFFICE SUPPLIES	
					234007	0795443	08/07/2019	09/08/19	585.43
Invoice: 0795443					PW/HYDRANT SUPPLIES				
					585.43	73411345	531100	OFFICE SUPPLIES	
					234009	0794578	08/02/2019	09/08/19	110.04
Invoice: 0794578					PW/BOLT KITS				
					110.04	73411345	531100	OFFICE SUPPLIES	
					234010	0794369	08/02/2019	09/08/19	1,722.49
Invoice: 0794369					PW/METER				
					1,722.49	411	141100	WATER - INVENTORY	
					CHECK	351472	TOTAL:	3,080.82	
351473	09/11/2019	PRTD	4362 GRESHAM PUMP AND DRI	233983	01908108	08/15/2019	09/08/19	370.60	
Invoice: 01908108					PW/BACTERIA & NITRATE SAMPLES				
					370.60	73011319	54810001023	MORALES FARM WELL - R&M	
					CHECK	351473	TOTAL:	370.60	
351474	09/11/2019	PRTD	252 H.D. FOWLER COMPANY	233988	I5239849	08/08/2019	09/08/19	1,093.28	
Invoice: I5239849					PW/CORRUGATED PIPING				
					1,093.28	431	141100	STRM DRN-INVENTORY	
					CHECK	351474	TOTAL:	1,093.28	

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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

351475	09/11/2019	PRTD	4850 HOME DEPOT CREDIT SE	233989	9140691	08/12/2019		09/08/19	511.85
Invoice: 9140691									
						PW/HARD HATS			
						OFFICE SUPPLIES			
						CHECK	351475 TOTAL:		511.85

351476	09/11/2019	PRTD	6847 IMAGEWEAR SOLUTIONS	233837	00130825	08/20/2019		09/08/19	94.83
Invoice: 00130825									
						POL/PKG ENF OFFCR UNIFORMS			
						PD-C/E-PARKING ENF-BEN			
						CHECK	351476 TOTAL:		94.83

				233838	00130827	08/20/2019		09/08/19	1,115.71
Invoice: 00130827									
						POL/OFF-DUTY POLO SHIRTS			
						PD-CLERKS-BENEFITS			
						PD-C/E-PROP RM-BENEFITS			
						PD-C/E ADMIN-BENEFITS			
						PD-C/E-PARKING ENF-BEN			
						POLICE - C/E INVEST BENEFITS			
						POLICE - C/E PATROL BENEFITS			
						PD-HARBORMASTER-BENEFITS			
						CHECK	351476 TOTAL:		1,210.54

351477	09/11/2019	PRTD	9269 INNOVYZE INC	233848	190765432	07/19/2019		09/08/19	1,716.76
Invoice: 190765432									
						ENG/INFOCARE ANNUAL MAINT&SUPPORT			
						ENG - WATER MISCELLANEOUS			
						CHECK	351477 TOTAL:		1,716.76

351478	09/11/2019	PRTD	8381 INVINTUS MEDIA, INC	233839	7804	08/07/2019		09/08/19	87.74
Invoice: 7804									
						IT/STREAMING MEADIA HOSTING JUL19			
						IT - C/E COMPUTER SUPPORT			
						CHECK	351478 TOTAL:		87.74

351479	09/11/2019	PRTD	4109 KITSAP COUNTY AUDITO	233991	08/29/19	08/29/2019		09/08/19	21,715.61
Invoice: 08/29/19									
						AUG 6 2019 PRIMARY ELECTION COSTS			
						COUNCIL - ELECTION SERVICES			
						CHECK	351479 TOTAL:		21,715.61

351480	09/11/2019	PRTD	2306 KITSAP COUNTY PROSEC	233840	AUG19	08/01/2019		09/08/19	9,412.33
Invoice: AUG19									
						LEGAL/PROSECUTION SVCS AUG 19			
						LGL-OUTSIDE PROSECUTOR			
						CHECK	351480 TOTAL:		9,412.33

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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	351480 TOTAL:	9,412.33
351481	09/11/2019	PRTD	338 KITSAP COUNTY SHERIF	234012	20190053	08/21/2019	09/08/19	6,723.75
Invoice: 20190053						POL/PRISONER BOARD		
6,723.75 51011236 551000						POLICE - C/E PRISONER DETENT'N		
						CHECK	351481 TOTAL:	6,723.75
351482	09/11/2019	PRTD	9268 COLLEEN KEILBART	233849	08/24/19	08/24/2019	09/08/19	150.00
Invoice: 08/24/19						8/24 DAMAGE DEPOSIT REFUND		
150.00 41625860 586000						SC/COMMONS ROOM DEP-DISBURSEME		
						CHECK	351482 TOTAL:	150.00
351483	09/11/2019	PRTD	1971 KELLEY IMAGING SYSTE	233930	25401865	08/22/2019	09/08/19	283.78
Invoice: 25401865						ENG/E-STUDIO4505AC COPIER LEASE		
283.78 72011321 545000						ENG - C/E ADMIN RENTS & LEASES		
						CHECK	351483 TOTAL:	283.78
351484	09/11/2019	PRTD	315 KITSAP HUMANE SOCIET	233851	1782	08/01/2019	09/08/19	5,764.17
Invoice: 1782						AUG KITSAP HUMANE SOCIETY SVCS		
5,764.17 91011393 541100						FIN - C/E ANIMAL CONTROL FEES		
						CHECK	351484 TOTAL:	5,764.17
351485	09/11/2019	PRTD	9265 MARILYN & RICHARD KO	233852	BLD23779 R-MIS	08/20/2019	09/08/19	514.21
Invoice: BLD23779 R-MIS						80% RFND PERMIT BLD23779 R-MIS		
13.32 47148 322110						PLAN'G REVIEW OF BLDG PERMITS		
43.29 47148 345830						PLAN CHECKING FEES		
457.60 47047 345890						OTHER PLANNING/DEVELOPM		
						CHECK	351485 TOTAL:	514.21
351486	09/11/2019	PRTD	9266 TAN BEE LEAN	233853	BLD23911 R-ALT	08/20/2019	09/08/19	233.31
Invoice: BLD23911 R-ALT						80% RFND PERMIT BLD23911 R-ALT		
122.60 47148 322100						BUILDINGS, STRUCT. & EQ		
79.69 47148 345830						PLAN CHECKING FEES		
24.52 47148 322110						PLAN'G REVIEW OF BLDG PERMITS		
6.50 47148 322100						BUILDINGS, STRUCT. & EQ		
						CHECK	351486 TOTAL:	233.31

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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

351487	09/11/2019	PRTD	6279 MENG ANALYSIS	233854	19902-102	07/31/2019		09/08/19	1,686.32
Invoice: 19902-102						CITY HALL SIDING ANALYSIS			

1,686.32	73011183	54110000911	CH SIDING REPAIR-PROF SVCS
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CHECK	351487	TOTAL:	1,686.32
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351488	09/11/2019	PRTD	8375 MOORE IACOFANO GOLTS	233855	0060066	08/14/2019	21600063	09/08/19	5,482.50
Invoice: 0060066						DESIGN SERVICES FOR WYATT WAY			

5,482.50	72321951	64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN
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CHECK	351488	TOTAL:	5,482.50
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351489	09/11/2019	PRTD	9263 BELLEVUE PRINTING LL	233856	50367	08/14/2019		09/08/19	7,529.24
Invoice: 50367						EX/COBI CONNECTS: SEPT 2019			

5,395.52	31011572	54950001015	NEWSLETTER-PRINTING
2,133.72	31011572	54250001015	NEWSLETTER-POSTAGE

	233931	50461	08/29/2019	09/08/19	5,679.38
Invoice: 50461				EX/SEP NEWSLETTER PRINT & MAIL	

3,545.66	31011572	54950001015	NEWSLETTER-PRINTING
2,133.72	31011572	54250001015	NEWSLETTER-POSTAGE

CHECK	351489	TOTAL:	13,208.62
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351490	09/11/2019	PRTD	7038 MOON SECURITY SERVIC	233857	991558	07/31/2019		09/08/19	686.00
Invoice: 991558						CRT/HOUSE ARREST MONIT JUL 19			

686.00	21011232	545000	COURT-ELECT HOME DET'N-EQ RENT
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CHECK	351490	TOTAL:	686.00
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351491	09/11/2019	PRTD	9135 NWPE	233858	003	08/09/2019		09/08/19	237.73
Invoice: 003						PW/PAY STATION RECEIPT TAPE			

237.73	73011757	53110000954	DOCK PAY STATION-SUPPLIES
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CHECK	351491	TOTAL:	237.73
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351492	09/11/2019	PRTD	2430 OGDEN MURPHY WALLACE	233859	827768	08/14/2019		09/08/19	16,388.26
Invoice: 827768						LEGAL/PROF SVCS JUL 19			

567.00	32470152	54111100844	LIT-CLARK ADMIN APPEAL
94.50	32470152	54111100892	LIT-CAINION SUP CT WRIT
6,220.20	32011152	54111100926	LIT-KC REALTORS-SUP CT
1,321.70	32011152	54111101010	LIT-ENVIRONMENTAL COALITION
3,378.50	32011152	54111101021	DUNN PRR CLAIM
1,082.50	32011152	54111101030	LIT-HOROWITZ PRA LAWSUIT
31.50	32470152	54111401036	LIT-MCQUAID & MCMENAMIN
346.50	32011152	54111001020	SMALL CELL WIRELESS ORD

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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

2,178.06	32011152	541110	LGL-GF-LEGAL ADVICE
504.00	91011211	541110	GG-C/E-CIVIL SVC-LEGAL ADVICE
663.80	32470152	54111100897	LIT-PRESERVE RESP SHORELINE

CHECK	351492	TOTAL:	16,388.26
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351493	09/11/2019	PRTD	4217 ORNAMENTAL STONE INC	233992	19286	08/26/2019	09/08/19	800.73
Invoice: 19286						PW/WASTE RECEPTACLES(2)		

800.73	73011189	531100	O&M - C/E FACIL OFC SUPPLIES
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CHECK	351493	TOTAL:	800.73
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351494	09/11/2019	PRTD	8286 SUPERINTENDENT OF P	233860	15362	08/14/2019	09/08/19	90.50
Invoice: 15362						POL/FINGERPRINTING		

90.50	65438	386110	AGENCY-FINGERPRINT REV TO SPI
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Invoice: 15367

233861	15367	08/14/2019	09/08/19	135.75
POL/FINGERPRINTING				
135.75	65438	386110	AGENCY-FINGERPRINT REV TO SPI	

Invoice: 15378

233862	15378	08/14/2019	09/08/19	45.25
POL/FINGERPRINTING				
45.25	65438	386110	AGENCY-FINGERPRINT REV TO SPI	

Invoice: 15402

233863	15402	08/21/2019	09/08/19	90.50
POL/FINGERPRINTING				
90.50	65438	386110	AGENCY-FINGERPRINT REV TO SPI	

CHECK	351494	TOTAL:	362.00
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351495	09/11/2019	PRTD	4129 OWEN EQUIPMENT COMPA	233993	00094629	08/23/2019	09/08/19	167.85
Invoice: 00094629						PW/VACTOR SWITCH		

167.85	73637941	531100	VACTOR R&M-SUPPLIES
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CHECK	351495	TOTAL:	167.85
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351496	09/11/2019	PRTD	1245 PACIFIC WELDING SUPP	233994	01631417	08/15/2019	09/08/19	167.76
Invoice: 01631417						PW/42' PIPE		

167.76	73431835	531100	OFFICE SUPPLIES
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CHECK	351496	TOTAL:	167.76
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351497	09/11/2019	PRTD	9267 PAYGOV	233864	5405577	08/26/2019	09/08/19	750.00
Invoice: 5405577						ALEXANDER ALIF CC DISPUTE REPAYMENT		

750.00	47148	345890	OTHER PLANNING/DEVELOPM
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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	351497	TOTAL:	750.00	
351498	09/11/2019	PRTD	7803 PINTO, MICHELLE	234013	372	09/03/2019		09/08/19	332.00	
Invoice: 372				332.00	21011125 541230	CRT/INTERPRETER SVCS: 7/29, 8/26 COURT - INTERPRETER				
						CHECK	351498	TOTAL:	332.00	
351499	09/11/2019	PRTD	8229 PIPER THORNBURGH	233865	08/09/19	08/09/2019		09/08/19	180.00	
Invoice: 08/09/19				180.00	21011125 541210	CRT/3 HRS PRO TEMP COURT - JUDGE PRO TEMPORE SVCS				
						CHECK	351499	TOTAL:	180.00	
351500	09/11/2019	PRTD	8922 REXEL USA INC.	234014	V870364	08/16/2019		09/08/19	177.18	
Invoice: V870364				177.18	73011897 531100	PW/LED BULB O&M-C/E-PWY FAC-SUPPLIES				
						CHECK	351500	TOTAL:	177.18	
351501	09/11/2019	PRTD	360 BUILDERS FIRSTSOURCE	234016	41541327	08/09/2019		09/08/19	31.88	
Invoice: 41541327				31.88	73111264 531100	PW/PAINT STRAINER O&M-STREET-TRAF CONTROL-SUPPLY				
						234017	5073152	08/08/2019	09/08/19	19.59
Invoice: 5073152				19.59	73311448 63110000811	PW/LUMBER O&M FUEL SYS CAP IMPR-SUPPLIES				
						CHECK	351501	TOTAL:	51.47	
351502	09/11/2019	PRTD	8790 PYRAMID MATERIALS, I	233995	1015584	07/25/2019		09/08/19	426.88	
Invoice: 1015584				426.88	73111423 531100	PW/6.83 TON 1/2" COMMERCIAL HMA OFFICE SUPPLIES				
						233996	115636	07/29/2019	09/08/19	465.80
Invoice: 115636				465.80	73111423 531100	PW/6.85 TON 3/8 HMA OFFICE SUPPLIES				
						233997	1015620	07/26/2019	09/08/19	520.00
Invoice: 1015620				520.00	73111423 531100	PW/8.32 TON 1/2" COMMERCIAL HMA OFFICE SUPPLIES				
						CHECK	351502	TOTAL:	1,412.68	

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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									
351503	09/11/2019	PRTD	7187 RANDOLPH BAUER	233866	1909082	08/15/2019		09/08/19	180.00
	Invoice: 1909082					PW/EAGLE HARBOR CANS			
				180.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
				233867	1909084	08/15/2019		09/08/19	90.00
	Invoice: 1909084					PW/CREOSOTE CAN			
				90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
				233868	1909085	08/15/2019		09/08/19	90.00
	Invoice: 1909085					PW/VINCENT RD CAN			
				90.00	73435838 545000	O&M-DECANT-RENTS			
				233869	1909083	08/15/2019		09/08/19	90.00
	Invoice: 1909083					PW/HIDDEN COVE CAN			
				90.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
						CHECK	351503	TOTAL:	450.00
351504	09/11/2019	PRTD	6685 REGIONAL DISPOSAL CO	233906	0000156602	07/31/2019		09/08/19	2,883.62
	Invoice: 0000156602					BIOSOLIDS DISPOSAL			
				2,883.62	73425358 54790100551	BIOSOLIDS WASTE DISPOSAL			
				233907	0000156471	07/15/2019		09/08/19	2,245.76
	Invoice: 0000156471					BIOSOLIDS DISPOSAL			
				2,245.76	73425358 54790100551	BIOSOLIDS WASTE DISPOSAL			
				233932	0000156722	08/15/2019		09/08/19	2,980.08
	Invoice: 0000156722					BIOSOLIDS DISPOSAL			
				2,980.08	73425358 54790100551	BIOSOLIDS WASTE DISPOSAL			
						CHECK	351504	TOTAL:	8,109.46
351505	09/11/2019	PRTD	408 ROLLING BAY COMMERCIAL	234019	986302	08/25/2019		09/08/19	4,115.00
	Invoice: 986302					CRT/SEPT 2019 RENT			
				4,115.00	21011125 545000	COURT - RENTS & LEASES - OPER			
						CHECK	351505	TOTAL:	4,115.00
351506	09/11/2019	PRTD	9273 DAVID & LYNNETTE SAN	233999	BLD23763 ADU	08/29/2019		09/08/19	721.50
	Invoice: BLD23763 ADU					BLD23763 ADU PARTIAL REFUND			
				721.50	65538 38600000370	GEO TECH 3RD PARTY REVIEWS			
						CHECK	351506	TOTAL:	721.50
351507	09/11/2019	PRTD	4689 SITESTAR DONOBI INTE	234020	6815917	09/03/2019		09/08/19	6,165.00
	Invoice: 6815917					IT/WAN-ISP Q4 2019			
				6,165.00	81011881 545000	IT - C/E RENTS & LEASES			

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CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

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						CHECK	351507 TOTAL:	6,165.00
351508	09/11/2019	PRTD	6696 SMALLWOOD DESIGN & C	234021	BLD23793	08/29/2019	09/08/19	49.00
	Invoice: BLD23793					BLD23793 PARTIAL REFUND		
				49.00	65538	38600000370	GEO TECH 3RD PARTY REVIEWS	
						CHECK	351508 TOTAL:	49.00
351509	09/11/2019	PRTD	8040 SOLENIS LLC	233872	131494692	08/08/2019	09/08/19	4,468.02
	Invoice: 131494692					PW/2290 LB PRAESTOL		
				4,468.02	73425358	531100	O&M-WWTP-SUPPLIES	
						CHECK	351509 TOTAL:	4,468.02
351510	09/11/2019	PRTD	601 SOUND REPROGRAPHICS	233873	72740	08/26/2019	09/08/19	9.27
	Invoice: 72740					EX/NAME PLATE: DIRK ROUNDY		
				9.27	31011131	531100	EX-GF-SUPPLIES	
				234023	72125	08/06/2019	09/08/19	2,266.34
	Invoice: 72125					PW/WATER MAPS		
				2,266.34	73411345	531100	OFFICE SUPPLIES	
						CHECK	351510 TOTAL:	2,275.61
351511	09/11/2019	PRTD	8132 SPECTRA LABORATORIES	233875	19-06451	08/26/2019	09/08/19	41.40
	Invoice: 19-06451					PW/ROCKAWAY FLOURIDE TESTING		
				41.40	73415345	54110000391	LAB SVCS-WATER ROCKAWAY	
				233876	19-06372	08/23/2019	09/08/19	84.64
	Invoice: 19-06372					PW/ECOLI TESTING		
				84.64	73411345	54110000391	LAB SVCS-WATER	
				233877	19-06378	08/23/2019	09/08/19	124.20
	Invoice: 19-06378					PW/FLOURIDE TESTING		
				124.20	73411345	54110000391	LAB SVCS-WATER	
				233878	19-06380	08/23/2019	09/08/19	41.40
	Invoice: 19-06380					PW/BIOLSOLIDS TESTING		
				41.40	73425358	54110000391	LAB & TESTING SVCS-WWTP	
				233879	19-06355	08/23/2019	09/08/19	262.50
	Invoice: 19-06355					PW/WWTP TESTING		
				262.50	73425358	54110000391	LAB & TESTING SVCS-WWTP	
				233880	19-06357	08/23/2019	09/08/19	262.50
	Invoice: 19-06357					PW/WWTP TESTING		
				262.50	73425358	54110000391	LAB & TESTING SVCS-WWTP	

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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: 19-06361				233881	19-06361	08/23/2019		09/08/19	45.00
				PW/WWTP TESTING					
				45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06314				233882	19-06314	08/22/2019		09/08/19	198.72
				PW/ROCKAWAY LEAD & COPPER TESTING					
				198.72	73415345 54110000391	LAB SVCS-WATER ROCKAWAY			
Invoice: 19-06313				233883	19-06313	08/22/2019		09/08/19	1,059.84
				PW/LEAD & COPPER TESTING					
				1,059.84	73411345 54110000391	LAB SVCS-WATER			
Invoice: 19-06300				233884	19-06300	08/21/2019		09/08/19	45.00
				PW/WWTP TESTING					
				45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06241				233885	19-06241	08/19/2019		09/08/19	45.00
				PW/WWTP TESTING					
				45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06174				233886	19-06174	08/15/2019		09/08/19	45.00
				PW/WWTP TESTING					
				45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06176				233887	19-06176	08/15/2019		09/08/19	45.00
				PW/WWTP TESTING					
				45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06168				233888	19-06168	08/14/2019		09/08/19	21.16
				PW/ECOLI TESTING					
				21.16	73011897 54110000391	LAB SVCS-PWY FAC			
Invoice: 19-06167				233889	19-06167	08/14/2019		09/08/19	21.16
				PW/ROCKAWAY ECOLI TESTING					
				21.16	73415345 54110000391	LAB SVCS-WATER ROCKAWAY			
Invoice: 19-06166				233890	19-06166	08/14/2019		09/08/19	126.96
				PW/ECOLI TESTING					
				126.96	73411345 54110000391	LAB SVCS-WATER			
Invoice: 19-06133				233891	19-06133	08/14/2019		09/08/19	45.00
				PW/WWTP TESTING					
				45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06075				233892	19-06075	08/13/2019		09/08/19	150.00
				PW/WWTP TESTING					
				150.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
Invoice: 19-06082				233893	19-06082	08/13/2019		09/08/19	262.50
				PW/WWTP TESTING					
				262.50	73425358 54110000391	LAB & TESTING SVCS-WWTP			

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

Invoice: 19-06020	233894	19-06020	08/12/2019	09/08/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-05992	233895	19-05992	08/12/2019	09/08/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-06504	234024	19-06504	08/27/2019	09/08/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-06474	234025	19-06474	08/27/2019	09/08/19	118.00
			PW/WWTP TESTING		
	118.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-06534	234026	19-06534	08/28/2019	09/08/19	63.02
			PW/ROCKAWAY TESTING		
	63.02	73415345 54110000391	LAB SVCS-WATER ROCKAWAY		
Invoice: 19-06533	234027	19-06533	08/28/2019	09/08/19	62.10
			PW/FLOURIDE TESTING		
	62.10	73411345 54110000391	LAB SVCS-WATER		
			CHECK	351511 TOTAL:	3,305.10
351512 09/11/2019 PRTD 9271 SPEEDSMARTZ	233897	0001	06/24/2019	09/08/19	500.00
Invoice: 0001			POL/RADAR-LIDAR: SHIELDS		
	500.00	53011212 443410	POLICE - C/E PATROL TRAINING		
			CHECK	351512 TOTAL:	500.00
351513 09/11/2019 PRTD 8833 STRATEGIC GOVERNMENT	233898	2019-100833	08/19/2019	09/08/19	8,773.27
Invoice: 2019-100833			HR/RECRUITMENT SVCS: POLICE CHIEF		
	8,773.27	33011161 541100	HR-C/E-PROF SVCS		
Invoice: 2019-100797	233899	2019-100797	08/06/2019	09/08/19	2,958.86
			POL/LEADERSHIP COACHING: INT CHIEF		
	2,958.86	51011211 541100	PD-C/E-ADM-PROF SVCS		
			CHECK	351513 TOTAL:	11,732.13
351514 09/11/2019 PRTD 5730 SUMMIT LAW GROUP	233900	106658	08/20/2019	09/08/19	3,261.00
Invoice: 106658			LEGAL/PROF SVCS: JUL 2019		
	3,261.00	32011152 541110	LGL-GF-LEGAL ADVICE		
Invoice: 106659	233901	106659	08/20/2019	09/08/19	3,087.00
			LEGAL/PROF SVCS: LABOR NEGOT.		

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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

				3,087.00	32011152	54110000274	LABOR NEGOTIATION-MEDIATION		
							CHECK	351514 TOTAL:	6,348.00
351515	09/11/2019	PRTD	8244 THE HOME DEPOT PRO	233903	507041796	08/13/2019		09/08/19	1,451.83
Invoice: 507041796						PW/BATHROOM SUPPLIES			
				1,451.83	73637948	531100	O&M ALLOC-CITY WIDE SUPPLIES		
							CHECK	351515 TOTAL:	1,451.83
351516	09/11/2019	PRTD	8199 SYSTEMS FOR PUBLIC S	233904	35664	08/12/2019	219000027	09/08/19	5,547.13
Invoice: 35664						UPFIT FOR NEW FORD F150			
				5,547.13	73638594	66400000977	2019 LT DUTY PU-PU PURCH ALLOC		
							CHECK	351516 TOTAL:	5,547.13
351517	09/11/2019	PRTD	9272 MARK TAYLOR & TRACY	233933	BLD23841 C-SHD	08/26/2019		09/08/19	806.69
Invoice: BLD23841 C-SHD						PERMIT FEE REFUND: BLD23841 C-SHD			
				806.69	47148	322100	BUILDINGS, STRUCT. & EQ		
							CHECK	351517 TOTAL:	806.69
351518	09/11/2019	PRTD	4819 THOMSON REUTERS - WE	233905	840771221	08/04/2019		09/08/19	510.12
Invoice: 840771221						CRT/SUBSCRIPTION			
				510.12	21011125	549100	COURT-DUES/SUBSCR/MEMBERSHIPS		
							CHECK	351518 TOTAL:	510.12
351519	09/11/2019	PRTD	4819 THOMSON REUTERS - WE	233908	840737318	08/01/2019		09/08/19	547.55
Invoice: 840737318						LEGAL/INFO CHARGES			
				547.55	32011152	549100	LGL-GF-DUES & SUBSCRIPTIONS		
							CHECK	351519 TOTAL:	547.55
351520	09/11/2019	PRTD	5168 PPI GROUP	234029	INV94843	06/13/2019		09/08/19	789.16
Invoice: INV94843						ENG/MAGNET FIELD MAINT			
				789.16	72011321	549100	ENG - C/E ADMIN MISCELLEANEOUS		
							CHECK	351520 TOTAL:	789.16
351521	09/11/2019	PRTD	6714 TOSHIBA FINANCIAL SE	233911	25401864	08/22/2019		09/08/19	188.58
Invoice: 25401864						CRT/E-STUDIO3005AC COPIER LEASE			
				188.58	21011125	545000	COURT - RENTS & LEASES - OPER		

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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	351521 TOTAL:	188.58
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351522	09/11/2019	PRTD	558 TOWN & COUNTRY MARKE	233909	08/28/19	08/28/2019		09/08/19	12.98
			Invoice: 08/28/19			EX/SNACKS FOR SD7 MEETING			

12.98	31011131	541100	EX-GF-PROF SERVICES	
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	233912	08/26/19	08/26/2019	09/08/19	7.99				
			Invoice: 08/26/19			EX/COOKIES FOR BDAY LUNCH (AUG)			

7.99	31011131	541100	EX-GF-PROF SERVICES	
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	233916	08/22/19	08/22/2019	09/08/19	114.50				
			Invoice: 08/22/19			EX/DRINKS, CAKE FOR STEVES RETIREMENT PARTY			

114.50	31011131	531100	EX-GF-SUPPLIES	
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	234030	08/29/19	08/29/2019	09/08/19	23.47				
			Invoice: 08/29/19			PW/WWTP DISTILLED WATER			

23.47	73425358	531100	O&M-WWTP-SUPPLIES	
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								CHECK	351522 TOTAL:	158.94
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351523	09/11/2019	PRTD	6478 TUNA GRAPHICS INC	234031	28882	08/22/2019		09/08/19	80.12
			Invoice: 28882			POL/HAT PATCHES			

80.12	53011212	541100	POLICE - C/E PATROL PROF SVCS	
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								CHECK	351523 TOTAL:	80.12
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351524	09/11/2019	PRTD	2190 UNITED PARCEL SERVIC	234035	000028Y3Y1349	08/24/2019		09/08/19	38.26
			Invoice: 000028Y3Y1349			POL/SHIPPING			

38.26	91011215	542500	GG-C/E-PD-POSTAGE	
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								CHECK	351524 TOTAL:	38.26
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351525	09/11/2019	PRTD	2425 THE UPS STORE #1265	234033	08/28/19	08/28/2019		09/08/19	65.28
			Invoice: 08/28/19			PW/SHIPPING			

65.28	91411891	542500	GG-WTR-FAC-POSTAGE	
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	234034	08/21/19	08/21/2019	09/08/19	65.54				
			Invoice: 08/21/19			PW/SHIPPING			

65.54	91411891	542500	GG-WTR-FAC-POSTAGE	
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								CHECK	351525 TOTAL:	130.82
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351526	09/11/2019	PRTD	7441 URBAN FORESTRY SERVI	233917	139-19	04/09/2019		09/08/19	2,319.54
			Invoice: 139-19			SHADE COVENANT CRAWFORD PROPER			

2,319.54	73011593	54110000998	SHADE COVENANT-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	351526	TOTAL:	2,319.54
351527	09/11/2019	PRTD	1152 USA BLUE BOOK	234036	979420	08/13/2019		09/08/19	210.12
Invoice: 979420					210.12 73425358 531100	PW/HANDLES, SQUEEGEES O&M-WWTP-SUPPLIES			
				234037	978858	08/13/2019		09/08/19	122.23
Invoice: 978858					122.23 73637891 531100	PW/FIRST AID KITS (6) OFFICE SUPPLIES			
				234039	978857	08/13/2019		09/08/19	122.23
Invoice: 978857					122.23 73637891 531100	PW/FIRST AID KITS (6) OFFICE SUPPLIES			
						CHECK	351527	TOTAL:	454.58
351528	09/11/2019	PRTD	969 DEPARTMENT OF LICENS	230003	00009792	03/25/2019		09/08/19	360.00
Invoice: 00009792					360.00 41654860 586000	MAR19 CPL TRANSMITTAL GUN PERMIT OUT			
						CHECK	351528	TOTAL:	360.00
351529	09/11/2019	PRTD	952 WASHINGTON STATE PAT	234040	I20001356	09/04/2019		09/08/19	159.00
Invoice: I20001356					159.00 41654861 586100	FIN/AUG 2019 BACKGROUND CHECKS AGENCY DISBURSEMENTS			
						CHECK	351529	TOTAL:	159.00
351530	09/11/2019	PRTD	8759 WHISTLE WORKWEAR	234041	188115	08/14/2019		09/08/19	554.86
Invoice: 188115					554.86 73637891 531100	PW/MUCK BOOTS OFFICE SUPPLIES			
						CHECK	351530	TOTAL:	554.86
351531	09/11/2019	PRTD	7175 WINERY ALLIANCE OF B	233918	883	06/30/2019		09/08/19	3,680.11
Invoice: 883					3,680.11 91140573 541100	Q2 2019 LTAC - "WINE ON THE ROCK" GG-TOUR-PROF SERVICES			
						CHECK	351531	TOTAL:	3,680.11
351532	09/11/2019	PRTD	6488 WOOD ENVIRONMENT & I	233919	S51701493	08/02/2019		09/08/19	2,431.82
Invoice: S51701493					2,431.82 72655860 58600000370	3RD PARTY GEOTECHNICAL REVIEW GEO TECCH-3RD PARTY REVIEWS			

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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	351532	TOTAL:	2,431.82
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351533	09/11/2019	PRTD	522 WA ST DEPT OF TRANSP	233920	RE-313-ATB90813154	08/13/2019		09/08/19	3,709.07
Invoice: RE-313-ATB90813154						ENG/OLY DR NM: PRJ MGMT, INSPECTION			
3,709.07 72334953 66300000596						SR305-OLYMPIC NM-CONSTR			

CHECK	351533	TOTAL:	3,709.07
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351534	09/11/2019	PRTD	6920 COMCAST	234042	SEP19	08/20/2019		09/08/19	11.36
Invoice: SEP19						POL/HD CONVERTER BOX			
11.36 51011211 545000						PD-C/E-ADMIN RENTS/LEASE			

CHECK	351534	TOTAL:	11.36
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351535	09/11/2019	PRTD	9264 JEREMY ZARETSKY	233921	BLD22339 R-SFR	08/23/2019		09/08/19	458.38
Invoice: BLD22339 R-SFR						PARTIAL REFUND, BLE22339 R-SFR			
458.38 47148 322100						BUILDINGS, STRUCT. & EQ			

CHECK	351535	TOTAL:	458.38
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351536	09/11/2019	PRTD	2607 ZEE MEDICAL SERVICE	233922	68386726	08/27/2019		09/08/19	155.55
Invoice: 68386726						FIN/C.H. FIRST AID RESTOCK			
155.55 41011189 531100						FIN - C/E CNTL SV SUPPLIES			

				233923	68380850	08/14/2019		09/08/19	143.20
Invoice: 68380850						CRT/FIRST AID RESTOCK			
143.20 21011125 531100						COURT - SUPPLIES			

				234043	68386730	08/27/2019		09/08/19	28.59
Invoice: 68386730						PW/FIRST AID RESTOCK			
28.59 73637891 531100						OFFICE SUPPLIES			

CHECK	351536	TOTAL:	327.34
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NUMBER OF CHECKS	112	*** CASH ACCOUNT TOTAL ***	272,538.21
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COUNT	AMOUNT
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TOTAL PRINTED CHECKS	112	272,538.21
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*** GRAND TOTAL ***	272,538.21
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CLERK: cfreitas

YEAR PER	JNL									
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT	
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2019 9 26										
APP 101-213000					STREETS - ACCOUNTS PAYABLE			1,911.28		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 635-111100					CASH				272,538.21	
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			168,832.07		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 402-213000					ACCOUNTS PAYABLE			19,055.19		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 401-213000					ACCOUNTS PAYABLE			13,673.69		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 403-213000					ACCOUNTS PAYABLE			1,678.44		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 631-213000					ACCOUNTS PAYABLE			18,199.72		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 901-213000					ACCOUNTS PAYABLE			803.65		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 407-213000					ACCOUNTS PAYABLE			5,103.39		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 650-213000					ACCOUNTS PAYABLE			4,151.50		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 301-213000					ACCOUNTS PAYABLE			35,299.17		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 622-213000					ACCOUNTS PAYABLE			150.00		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE			3,680.11		
09/11/2019 09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL					
GENERAL LEDGER TOTAL								272,538.21	272,538.21	
APP 631-130000					DUE TO/FROM CLEARING			254,338.49		
09/11/2019 09/08/19	091119									
APP 101-130000					STREETS - DUE TO/FROM CLEARING				1,911.28	
09/11/2019 09/08/19	091119									
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				168,832.07	
09/11/2019 09/08/19	091119									
APP 402-130000					DUE TO/FROM CLEARING				19,055.19	
09/11/2019 09/08/19	091119									
APP 401-130000					DUE TO/FROM CLEARING				13,673.69	
09/11/2019 09/08/19	091119									
APP 403-130000					DUE TO/FROM CLEARING				1,678.44	
09/11/2019 09/08/19	091119									
APP 901-130000					DUE TO/FROM CLEARING				803.65	
09/11/2019 09/08/19	091119									
APP 407-130000					DUE TO/FROM CLEARING				5,103.39	
09/11/2019 09/08/19	091119									
APP 650-130000					DUE TO/FROM CLEARING				4,151.50	

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT					ACCOUNT DESC	T OB	DEBIT	CREDIT	
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
09/11/2019	09/08/19	091119							
APP 301-130000					DUE TO/FROM CLEARING			35,299.17	
09/11/2019	09/08/19	091119							
APP 622-130000					DUE TO/FROM CLEARING			150.00	
09/11/2019	09/08/19	091119							
APP 104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G			3,680.11	
09/11/2019	09/08/19	091119							
SYSTEM GENERATED ENTRIES TOTAL							254,338.49	254,338.49	
JOURNAL 2019/09/26 TOTAL							526,876.70	526,876.70	

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 9	26	09/11/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		168,832.07
001-213000			GENERAL - ACCOUNTS PAYABLE	168,832.07	
			FUND TOTAL	168,832.07	168,832.07
101 STREET FUND	2019 9	26	09/11/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		1,911.28
101-213000			STREETS - ACCOUNTS PAYABLE	1,911.28	
			FUND TOTAL	1,911.28	1,911.28
104 CIVIC IMPROVEMENT FUND	2019 9	26	09/11/2019		
104-130000			CIVIC IMPR DUE TO/FROM CLEARING		3,680.11
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	3,680.11	
			FUND TOTAL	3,680.11	3,680.11
301 CAPITAL CONSTRUCTION FUND	2019 9	26	09/11/2019		
301-130000			DUE TO/FROM CLEARING		35,299.17
301-213000			ACCOUNTS PAYABLE	35,299.17	
			FUND TOTAL	35,299.17	35,299.17
401 WATER OPERATING FUND	2019 9	26	09/11/2019		
401-130000			DUE TO/FROM CLEARING		13,673.69
401-213000			ACCOUNTS PAYABLE	13,673.69	
			FUND TOTAL	13,673.69	13,673.69
402 SEWER OPERATING FUND	2019 9	26	09/11/2019		
402-130000			DUE TO/FROM CLEARING		19,055.19
402-213000			ACCOUNTS PAYABLE	19,055.19	
			FUND TOTAL	19,055.19	19,055.19
403 STORM & SURFACE WATER FUND	2019 9	26	09/11/2019		
403-130000			DUE TO/FROM CLEARING		1,678.44
403-213000			ACCOUNTS PAYABLE	1,678.44	
			FUND TOTAL	1,678.44	1,678.44
407 BUILDING & DEVELOPMENT FUND	2019 9	26	09/11/2019		
407-130000			DUE TO/FROM CLEARING		5,103.39
407-213000			ACCOUNTS PAYABLE	5,103.39	
			FUND TOTAL	5,103.39	5,103.39
622 EXPENDABLE TRUST FUND	2019 9	26	09/11/2019		

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
622-130000			DUE TO/FROM CLEARING		150.00
622-213000			ACCOUNTS PAYABLE	150.00	
			FUND TOTAL	150.00	150.00
631 CLEARING FUND	2019 9	26	09/11/2019		
631-130000			DUE TO/FROM CLEARING	254,338.49	
631-213000			ACCOUNTS PAYABLE	18,199.72	
635-111100			CASH		272,538.21
			FUND TOTAL	272,538.21	272,538.21
650 AGENCY FUND	2019 9	26	09/11/2019		
650-130000			DUE TO/FROM CLEARING		4,151.50
650-213000			ACCOUNTS PAYABLE	4,151.50	
			FUND TOTAL	4,151.50	4,151.50
901 CITY-WIDE REPORTING FUND	2019 9	26	09/11/2019		
901-130000			DUE TO/FROM CLEARING		803.65
901-213000			ACCOUNTS PAYABLE	803.65	
			FUND TOTAL	803.65	803.65

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		168,832.07
101 STREET FUND		1,911.28
104 CIVIC IMPROVEMENT FUND		3,680.11
301 CAPITAL CONSTRUCTION FUND		35,299.17
401 WATER OPERATING FUND		13,673.69
402 SEWER OPERATING FUND		19,055.19
403 STORM & SURFACE WATER FUND		1,678.44
407 BUILDING & DEVELOPMENT FUND		5,103.39
622 EXPENDABLE TRUST FUND		150.00
631 CLEARING FUND	254,338.49	
650 AGENCY FUND		4,151.50
901 CITY-WIDE REPORTING FUND		803.65
	TOTAL	
	254,338.49	254,338.49

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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										
351537	09/11/2019	PRTD	9078	BAINBRIDGE ISLAND SA	233810	601789194	08/22/2019	09/08/19	65.00	
Invoice: 601789194						FIN/BUS LIC FEE REFUND				
65.00 01132 321900						C/E BL INITIAL & RENEWAL				
CHECK 351537 TOTAL:								65.00		
NUMBER OF CHECKS						1	*** CASH ACCOUNT TOTAL ***		65.00	
							COUNT	AMOUNT		

TOTAL PRINTED CHECKS						1	65.00			
								*** GRAND TOTAL ***		65.00

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cfreitas

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT		JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 9 29									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		65.00	
09/04/2019 09/08/19	091119					AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			65.00
09/04/2019 09/08/19	091119					AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		65.00	65.00
APP 631-130000						DUE TO/FROM CLEARING		65.00	
09/04/2019 09/08/19	091119								
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			65.00
09/04/2019 09/08/19	091119								
						SYSTEM GENERATED ENTRIES TOTAL		65.00	65.00
						JOURNAL 2019/09/29 TOTAL		130.00	130.00

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 9	29	09/04/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		65.00
001-213000				GENERAL - ACCOUNTS PAYABLE	65.00	
				FUND TOTAL	65.00	65.00
631 CLEARING FUND	2019 9	29	09/04/2019			
631-130000				DUE TO/FROM CLEARING	65.00	
635-111100				CASH		65.00
				FUND TOTAL	65.00	65.00

FUND		DUE TO	DUE FROM
001 GENERAL FUND			65.00
631 CLEARING FUND		65.00	
	TOTAL	65.00	65.00

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P 1
apcshdsb

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

351538 09/11/2019 PRD 5168 PPI GROUP
Invoice: INV94843

234029 INV94843

06/13/2019

09/08/19

789.16

ENG/MAGNET FIELD MAINT

789.16 72011321 549100

ENG - C/E ADMIN MISCELLEANEOUS

CHECK 351538 TOTAL:

789.16

NUMBER OF CHECKS 1

*** CASH ACCOUNT TOTAL ***

789.16

COUNT

AMOUNT

TOTAL PRINTED CHECKS

1

789.16

*** GRAND TOTAL ***

789.16

09/04/2019 15:29
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 9 31									
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		789.16	
09/11/2019	09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			789.16
09/11/2019	09/08/19	091119				AP CASH DISBURSEMENTS JOURNAL			
						GENERAL LEDGER TOTAL		789.16	789.16
APP 631-130000						DUE TO/FROM CLEARING		789.16	
09/11/2019	09/08/19	091119							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			789.16
09/11/2019	09/08/19	091119							
						SYSTEM GENERATED ENTRIES TOTAL		789.16	789.16
						JOURNAL 2019/09/31 TOTAL		1,578.32	1,578.32

09/04/2019 15:29
cfreitas

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		YEAR	PER	JNL	EFF	DATE		DEBIT		CREDIT
ACCOUNT							ACCOUNT DESCRIPTION			

001	GENERAL FUND	2019	9	31	09/11/2019					
	001-130000					GENERAL - DUE TO/FROM CLEARING				789.16
	001-213000					GENERAL - ACCOUNTS PAYABLE		789.16		
								-----		-----
						FUND TOTAL		789.16		789.16
631	CLEARING FUND	2019	9	31	09/11/2019					
	631-130000					DUE TO/FROM CLEARING		789.16		
	635-111100					CASH				789.16
								-----		-----
						FUND TOTAL		789.16		789.16

FUND		DUE TO	DUE FROM
001 GENERAL FUND			789.16
631 CLEARING FUND		789.16	
	TOTAL	789.16	789.16

** END OF REPORT - Generated by Carrie L. Freitas **

Retainage

CF 8/29/19

08/29/2019 14:57
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 628 111100 CASH-RETAINAGE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
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INVOICE DTL DESC

181	08/29/2019	PRTD	1488 SETON CONSTRUCTION I	233915	RETREL-932	08/29/2019		RT082919	4,044.42
Invoice: RETREL-932						RET REL 2018 CULVERT REPL			
4,044.42 41628860 586000						RETAINAGE RELEASE			

CHECK	181 TOTAL:	4,044.42
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NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	4,044.42
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	4,044.42

*** GRAND TOTAL *** 4,044.42

CLERK: cfreitas

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 8 374									
APP 622-213000						ACCOUNTS PAYABLE		4,044.42	
08/29/2019	RT082919	RETREL				AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100						CASH-RETAINAGE			4,044.42
08/29/2019	RT082919	RETREL				AP CASH DISBURSEMENTS JOURNAL			
JOURNAL 2019/08/374							TOTAL	4,044.42	4,044.42

08/29/2019 14:57
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
622 EXPENDABLE TRUST FUND	2019	8	374	08/29/2019			
622-213000					ACCOUNTS PAYABLE	4,044.42	
628-111100					CASH-RETAINAGE		4,044.42
					FUND TOTAL	4,044.42	4,044.42

** END OF REPORT - Generated by Carrie L. Freitas **

PAYROLL

PAYROLL CHECK RUN: 9 - 05 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	9/5/2019	45684 - 45818	P/R check run - direct deposit	337,090.28
Normal	9/5/2019	109093 - 109100	P/R check run - regular	13,078.46
Vendor	9/5/2019	109101 - 109113	P/R vendor check run	358,706.73
EFTPS	9/5/2019	N/A	Federal Tax Electronic Transfer	137,415.25
Vendor	9/5/2019	N/A	P/R vendor ACH	237.50
			TOTAL:	846,528.22

Prepared and Reviewed by:


Brenda Landolt, Payroll Specialist

Date

9-4-19

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

9/5/19



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, August 20, 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:

[City Council Study Session Minutes, August 20, 2019.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, AUGUST 20, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:02 p.m.

Mayor Medina, Deputy City Mayor Tirman and Councilmembers Blossom, Deets, Nassar, Tirman and Schneider were present.

2) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Councilmember Deets seconded to approve the agenda as presented. The motion was approved by unanimous consent. There were no conflicts of interest.

3) MAYOR'S REPORT

There was no report.

4) UNFINISHED BUSINESS

4.A Update on Moratorium - Planning

[Cover Page](#)

[Moratorium work program status report](#)

[Ordinance No. 2019-10 Extending the Development Moratorium](#)

[Development Moratorium Summary Effective 20190403](#)

Interim Planning Director Wright provided an update to Council and answered questions.

MOTION: I move that we add creation of a groundwater management plan for the City of Bainbridge Island to the moratorium work plan.

Peltier/Nassar: The motion was withdrawn.

Council will receive an update on the moratorium at the September 3, 2019 Study Session.

5) NEW BUSINESS

5.A Transportation Concurrency Review - Public Works

[Cover Page](#)

[Review of Traffic Concurrency/Traffic Study Methodology PowerPoint](#)

[COC - Winslow Hotel.pdf](#)

Former Public Works Director Loveless introduced the agenda item and answered questions from Council on traffic concurrency in general and how it pertains to the hotel project, and level of service standards.

5.B Update on Population Forecast - Puget Sound Regional Council (PSRC) Vision 2050 Plan - Planning,

Cover Page

Draft PSRC Vision 2050 Plan

Staff Memo - Draft PSRC Vision 2050 Plan

Interim Planning Director Wright and Senior Planner Sutton provided an overview of the Puget Sound Regional Council's draft vision plan and how it relates to updates of the City's Comprehensive Plan.

6) CITY COUNCIL DISCUSSION

6.A Revisions to the City's Ethics Program

Cover Page

Draft Revisions to the City's Ethics Program with Discussion Points - Track Changes

Draft Revisions to the City's Ethics Program with Discussion Points - Clean

Disclaimer - Council Comments

Mayor Medina's Ethics Suggestions

Councilmember Deet's Proposed Changes to Ethics Program 08152019

Mayor Medina introduced the agenda item noting all motions will be considered motions on the floor.

Jennifer Hodges, a new Ethics Board member, introduced herself.

1. Article I, Section A.

This paragraph currently ends with this sentence: "This Code of Conduct articulated in Article I applies to Councilmembers and members of City Committees and Commissions."

MOTION ON THE FLOOR: I recommend changing that sentence to read as follows: "Although this Code of Conduct articulated in Article I only formally applies to Councilmembers and members of City Committees and Commissions, it is hoped that City residents will also follow this Code of Conduct when interacting with Councilmembers, members of City Committees and Commissions, and City staff."

The motion failed, 1 – 3.

AYES: Kol Medina

NOES: Sarah Blossom, Joe Deets, Matt Tirman

ABSENT:

ABSTAIN: Rasham Nassar, Ron Peltier

2. Article III, Section A.2.

MOTION ON THE FLOOR: I recommend changing as follows: "Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk. ~~Ethics Board.~~"

The motion carried unanimously, 7 – 0.

AMENDED MOTION ON THE FLOOR: I recommend changing as follows: "Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk."

The amended motion failed, 2 – 3.

AYES: Sarah Blossom, Leslie Schneider

NOES: Joe Deets, Ron Peltier, Matt Tirman

ABSENT:

ABSTAIN: Rasham Nassar, Ron Peltier

3. Article III, Section B.4.b.

I recommend adding two new subsections directly under Section B.4.b and the renumbering of the current subsections. Recommended new subsections:

“i. If at any time during the process detailed in the subsections below the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board may dismiss the complaint and take no action on it.

ii. If at any time during the process detailed in the subsections below the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of Article I, the Ethics Board may dismiss the complaint and take no action on it.”

MOTION ON THE FLOOR: I move to direct Deputy City Attorney Sepler to redraft this subsection.

The motion carried, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN: Rasham Nassar

4. Article III, Section B.4.b.

MOTION ON THE FLOOR: I recommend adding the following new subsection. This subsection will be subsection v or subsection vii, depending on whether my recommendation number ii above is adopted by Council.

“v. If during the process of reviewing an Article I complaint, the Ethics Board determines that an additional Article I violation may have occurred or an Article II violation may have occurred, the Ethics Board may choose to note that possibility in its Advisory Opinion. However, the Ethics Board may not on its own initiative pursue an investigation of the potential additional violation. “Additional Article I violation” means an Article I violation that was not included in the complaint.”

The motion carried, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN: Rasham Nassar

AMENDED MOTION ON THE FLOOR: I recommend adding the following new subsection. This subsection will be subsection v or subsection vii, depending on whether my recommendation number 3 above is adopted by Council.

"v. If during the process of reviewing an Article I complaint, the Ethics Board determines that an additional Article I violation may have occurred or an Article II violation may have occurred, the Ethics Board may choose to note that possibility in its Advisory Opinion. However, the Ethics Board may not on its own initiative pursue an investigation of the potential additional violation without approval of the city council. "Additional Article I violation" means an Article I violation that was not included in the complaint."

The amended motion carried, 4 – 2.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Leslie Schneider

NOES: Ron Peltier, Matt Tirman

ABSENT:

ABSTAIN: Rasham Nassar

5. Article III, Section B.4.b.ii.

MOTION ON THE FLOOR: I recommend adding the following language to the Subsection that is currently numbered B.4.b.ii:

"ii. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.

The motion carried, 6 – 0.

AYES: Sarah Blossom, Leslie Schneider, Matt Tirman, Joe Deets, Ron Peltier, Kol Medina

NOES:

ABSENT:

ABSTAIN: Rasham Nassar

6. Article III, Section B.4.b.

MOTION ON THE FLOOR: I recommend adding the following new subsection at the end of the many subsections under Section B.4.b:

"Advisory opinions shall be viewed as educational only. The purpose of such an opinion is to provide an educational opinion to Councilmembers, Committee members, and the public on what type of Conduct is generally expected from Councilmembers and Committee members. Advisory opinions are not a judgment about a person's character."

The motion carried, 6 – 0.

AYES: Sarah Blossom, Leslie Schneider, Matt Tirman, Joe Deets, Ron Peltier, Kol Medina

NOES:

ABSENT:

ABSTAIN: Rasham Nassar

AMENDED MOTION ON THE FLOOR: "Advisory opinions shall be viewed as educational only. The purpose of such an opinion is to provide an educational opinion to Councilmembers, Committee members, and the public on what type of Conduct is generally expected from Councilmembers and Committee and Commission members. ~~Advisory opinions are not a judgment about a person's~~

character."

The motion carried 5 – 0. (Councilmember Peltier not present for vote.)

AYES: Sarah Blossom, Leslie Schneider, Matt Tirman, Joe Deets, Kol Medina

NOES:

ABSENT: Ron Peltier

ABSTAIN: Rasham Nassar

7. Article III, Section E.1.a.

MOTION ON THE FLOOR: I recommend adding the following language to this subsection:

"a. A Councilmember or member of a City Committee or Commission may request an advisory opinion from the Ethics Board as to whether their own behavior has violated or might in the future violate the Code of Conduct (Article I) or the Code of Ethics (Article II)." In this situation, if the Ethics Board finds that a likely violation of Article II has occurred, the Ethics Board will issue an advisory opinion so stating but the matter may not be forwarded to the Hearing Examiner by the Ethics Board."

The motion was withdrawn.

8. Article IV, Section A.2.

There is a typo in the first sentence. Should read "held in", not "in held."

9. Article IV, Section B.1.

MOTION ON THE FLOOR: I recommend amending this subsection as follows:

"1. Within 45 business days of receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that . . ."

The motion carried, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

10. Article IV, Section B.2.

I recommend amending this subsection as follows:

"2. The Council may take no formal action or may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:"

The motion carried, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

11. Article V, Section A.2.

MOTION ON THE FLOOR: I recommend adding two new subsections in Section A.2., reading as follows:
"d. A person who is actively involved with or affiliated with a political action committee or similar organization that has taken a position or expressed an opinion for or against a sitting City Councilmember or a candidate for City Council in either of the last two Council election cycles shall not be eligible for appointment to the Ethics Board."

The motion failed, 3 – 4.

AYES: Sarah Blossom, Kol Medina, Peltier

NOES: Joe Deets, Rasham Nassar, Leslie Schneider, Matt Tirman

ABSENT:

ABSTAIN:

MOTION ON THE FLOOR: I recommend that "e" reads as follows: "A person who is or was actively involved with the election campaign of a sitting City Councilmember or of a candidate for City Council in either of the last two Council election cycles shall not be eligible for appointment to the Ethics Board. Donating to an election campaign or endorsing a candidate does not, on its own, constitute being "actively involved.""

The motion failed, 2 – 5.

AYES: Sarah Blossom, Kol Medina

NOES: Joe Deets, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

ABSENT:

ABSTAIN:

MOTION ON THE FLOOR: I move to direct the Deputy City Attorney to draft more detailed language to include in the Conflict of Interest disclosure form attached to the application of interested ethics board members to include language and questions expressed in Article V, Section A.2. "d" and "e."

The motion carried, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

12. Article V, Section A.3.a.

MOTION ON THE FLOOR: I recommend amending this current subsection to read as follows:
"a. Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least 5 Councilmembers."

The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

13. Article V, Section A.9.

MOTION ON THE FLOOR: I recommend adding a new subsection A.9 to read as follows: "9. City Liaison to the Ethics Board. A representative of the City Attorney's office shall attend all Ethics Board meetings and serve as the Ethics Board liaison with the City. A City Councilmember shall not serve as a liaison to the Ethics Board."

The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

14. Article V I.

MOTION ON THE FLOOR: I move to amend membership from five members to seven.

The motion carried, 6 – 1.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Leslie Schneider, Matt Tirman

NOES: Ron Peltier

ABSENT:

ABSTAIN:

15. 2. Qualifications of Board Members

MOTION ON THE FLOOR: I move to amend to include the following: that at least two members be formerly elected public officials, coming from either a City, County or State Government, or the US Federal Government. That no such person would either have served on Council with a sitting member of Council or ran against a sitting Councilmember in an election.

The motion failed, 1 – 5.

AYES: Joe Deets

NOES: Sarah Blossom, Kol Medina, Rasham Nassar, Leslie Schneider, Matt Tirman

ABSENT:

ABSTAIN: Ron Peltier

16. Rules: Include the following:

MOTION ON THE FLOOR: I move to amend to include the following: Members of the Ethics Board accept and acknowledge that their role is sensitive in nature and that they will comply with the rules and spirit of the Ethics Program.

The motion failed 2 – 4. (Councilmember Nassar not present for vote.)

AYES: Joe Deets, Ron Peltier

NOES: Sarah Blossom, Kol Medina, Leslie Schneider, Matt Tirman

ABSENT: Rasham Nassar

ABSTAIN:

17. New Article – Probationary Period for revised Ethics Program

MOTION ON THE FLOOR: That the revised Ethics Program will automatically end 12 months from

inception, unless it is expressly renewed or amended by the City Council (note that if a majority of Council do not agree to this I will then propose that an automatic review be done no later than twelve months from inception).

The motion carried, 6 – 1.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider

NOES: Matt Tirman

ABSENT:

ABSTAIN:

6.B Bainbridge Island Community Bill of Rights Ordinance - Councilmembers Nassar and Peltier

[Cover Page](#)

[Memo to the City Council](#)

Councilmember Nassar introduced the agenda item and explained her motivation in drafting the bill of rights. Councilmember Peltier also gave comment.

Mayor Medina stated that this item will be placed on a future study session agenda.

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

[Cover Page](#)

[City Council Regular Business Meeting, August 27, 2019](#)

[City Council Study Session, September 3, 2019](#)

[City Council Regular Business Meeting, September 10, 2019](#)

8) FOR THE GOOD OF THE ORDER

9) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:19 p.m.

Kol Medina, Mayor

Kelly Jahraus, Deputy City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, August 27, 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:

[City Council Regular Business Meeting Minutes, August 27, 2019.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, AUGUST 27, 2019

MEETING MINUTES

1) [CALL TO ORDER/ROLL CALL](#)

Mayor Medina called the meeting to order at 6:02 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](#)

3) [PLEDGE OF ALLEGIANCE / APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE](#)

Councilmember Peltier moved and Councilmember Nassar seconded to approve the agenda as presented. The motion was approved by unanimous consent. No conflicts of interest disclosed.

4) [PUBLIC COMMENT](#)

Lisa Macchio, Old Mill Road, spoke regarding nonmotorized transportation and the comprehensive plan.

Reed Price spoke in favor of the Suzuki project.

Tony Byegro, Pleasant Beach Drive, spoke regarding the subdivision ordinance.

James Halbrook, Carmella Lane, spoke regarding climate change being incorporated into the site plan review.

Ross Hathaway, Blakely Avenue, stated he would like to see the pedestrian and bicycle level of service based on auto traffic volume.

Erika Shriner, Dapple Court, spoke about Suzuki.

Joe Edgell, Sakai Village, spoke regarding nonmotorized transportation and the climate action plan.

Paula Holmes-Eber stated we need to do development consistent with the comprehensive plan.

Heidi Madden, New Brooklyn, spoke regarding being proactive with agriculture.

Patti Dusbabek, Holly Lane Gardens, spoke regarding the farmer's market area,

Carol Hendry echoed the comments given by Squeaky Wheel members.

Doris Cappedono stated there is too much commercial property around Suzuki.

5) MAYOR'S REPORT

Mayor Medina reported that the Accessory Dwelling Unit item has been scheduled for the next business meeting on September 10, 2019.

6) CITY MANAGER'S REPORT

City Manager Smith reported that we have the Labor Day holiday next Monday, September 2, 2019, City Hall will be closed; 3 Days of Preparedness on September 27, 28, 29; and the current funding cycles for cultural activities and Lodging Tax projects.

City Manager Smith stated that recruitment for a new chief of police has begun.

7) PRESENTATION(S)

7.A Proclamation in Support of National Drive Electric Week and Drive Electric Kitsap - Deputy Mayor Tirman

[Cover Page](#)

[Proclamation for National Drive Electric Week](#)

Deputy Mayor Tirman introduced the agenda item and read the proclamation. It was presented to Stephen Johnson of Drive Electric Kitsap.

MOTION: I move to authorize the Mayor to sign the proclamation in support of National Drive Electric Week and Drive Electric Kitsap.

Tirman/Deets: The motion carried, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Leslie Schneider, Matt Tirman

NOES: None

ABSENT:

ABSTAIN: Ron Peltier

8) PUBLIC HEARING(S)

8.A Ordinance No. 2019-03, Relating to Subdivision Update - Planning

[Cover Page](#)

[20190827 CC Staff Memo Subdivision Update](#)

[Attachment I to Staff Memo re Ord 2019-03 \(Supplemental Information\)](#)

[Ord 2019-03 Exhibit A updated](#)

[Ord 2019-03 Exhibit B](#)
[Ord 2019-03 Exhibit C](#)
[20181213 PC Staff Memo Subdivision Overview](#)
[20190122 CC Staff Memo Subdivision Overview](#)
[20190319 CC Staff Memo Subdivision Update PC Recommended Draft](#)

Interim Planning Director Wright introduced the agenda item and explained that this is the first of two public hearings.

Mayor Medina opened the public hearing at 7:24 p.m.

Public Comment

Lisa Macchio spoke regarding general residential standard and nonmotorized level of service.

Bruce Weiland spoke about Section 3 in the current ordinance.

Jonathan Davis spoke regarding dimensional standards.

Mayor Medina closed the public hearing at 7:35 p.m.

Interim Planning Director Wright addressed Council and reviewed staff requests.

MOTION: I move to direct staff to amend Ordinance 2019-03 so that the garage is not included in the home size for purposes of the maximum home size or net building size referenced in Bainbridge Island Municipal Code 17.12.070-1.

Blossom/Tirman: The motion carried, 5 – 1.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Leslie Schneider, Matt Tirman

NOES: Rasham Nassar

ABSENT:

ABSTAIN: Ron Peltier

MOTION: I move to forward to an additional public hearing on Ordinance 2019-03 as revised based on tonight's discussion.

Tirman/Deets: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

MOTION: I move to set an additional public hearing on Ordinance 2019-03 on September 24, 2019.

Tirman/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

9) UNFINISHED BUSINESS

9.A Suzuki Affordable Housing Project Decision on Number of Housing Units - Executive

Cover Page

BRIDGE Housing PowerPoint (Presented at August 6, 2019 Council Meeting)

BRIDGE Housing Report & Recommendations for the Suzuki Affordable Housing Site

BRIDGE PowerPoint HRB_Suzuki Site_8_21_2019

2019.08.21_Suzuki Site Report Addendum FINAL

Suzuki Pro Forma 2019.08.21

Mayor Medina introduced the agenda item.

Public Comment

Michael Gray spoke on the Suzuki project and would like to see a smaller plan.

Kat Gjovik spoke about affordable housing and the wide range of incomes in the Suzuki project.

Sal deRosalia spoke on how many units should be on Suzuki.

Erin Phillips, Miller Road, asked Council to consider those not in the room; teachers, firefighters, etc

Doug Rauh, Kenneth Place, spoke about subdivisions being built by the City of Bainbridge Island.

Linda Lincoln, with Housing Resources Board, suggested Council support the expert's recommendations.

Stephanie Farquar, Euclid Avenue, spoke regarding accessible housing.

Ed Kushner, Gordon Drive, stated we are all the problem with the growth.

Althea Paulson spoke regarding having 100% of the housing affordable.

Charlie Kratzer spoke regarding ETAC's task of looking at Suzuki. ETAC recommended the ecological impact report.

Peter Bang-Knudsen advocated for as many units as possible.

Mike Spence, Bainbridge Island School District, reported that school employees are struggling to find housing on Bainbridge.

Lara Deets spoke supporting the higher density.

Tom Cappedono, North Town Woods, is not against affordable housing.

Faith Watson is concerned about the environment and ecological system and the proximity to schools.

MOTION: I move to direct staff to move forward with a site plan for the Suzuki project similar to option 4B that includes approximately 100 housing units.

Blossom/Deets: The motion carried, 4 – 3.

AYES: Sarah Blossom, Joe Deets, Leslie Schneider, Matt Tirman
NOES: Kol Medina, Rasham Nassar, Ron Peltier
ABSENT: None
ABSTAIN: None

MOTION: I move to amend the previous motion to consider Option 3 B of 86 units; 48 rentals and 37 for sale.

Schneider: The motion died for lack of a second.

Kurt Creager, Executive Vice President of BRIDGE Housing, responded to questions and concerns raised by Council.

Mayor Medina recessed the meeting at 9:41 p.m.

Mayor Medina called the meeting back to order at 9:51 p.m.

9.B 2019 Annual Drainage Projects - Public Works

[Cover Page](#)

[2019 Location Map](#)

[Bid Form](#)

[Contract for 2019 Annual Drainage Projects](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to award the contract for the 2019 Annual Drainage Projects to Ridgeback Excavating LLC in the amount of \$208,709.50.

Peltier/Deets: The motion was approved by unanimous consent.

9.C Lodging Tax Advisory Committee (LTAC) Grant Application for Downtown Wayfinding Signage - Public Works

[Cover Page](#)

[BI Downtown Wayfinding Signage LTAC Application](#)

[COC Wayfinding Support Letter 082119.pdf](#)

[BIDA Letter of support COBI LTAC.docx](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to approve City staff moving forward with a Lodging Tax Advisory Committee (LTAC) grant application in the amount of \$36,000.00 for wayfinding signage.

Deets/Schneider: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT:

ABSTAIN:

10) NEW BUSINESS

10.A Memorandum of Understanding between Kitsap County Sheriff's Office and Bainbridge Island Police Department Regarding Registered Sex Offender Address/Residency Verification Program Grant - Police

Cover Page

MOU - Registered Sex Offender Address/Residency Verification Program Grant

Interim Police Chief Horn introduced the agenda item.

MOTION: I move to forward the Memorandum of Understanding regarding the Registered Sex Offender Address/Residency Verification Program Grant for approval with the September 10, 2019 Consent Agenda.

Deets/Peltier: The motion was approved by unanimous consent.

10.B Wyatt/Madison Roundabout Project Right-of-Way and Temporary Construction Easement Acquisition - Public Works

Cover Page

ROW Easement Agreement - MARE - Parcel No. 272502-4-184-2004

ROW Easement Agreement - MARE - Parcel No. 272502-4-185-2003

TCE - MARE - Parcel No. 272502-4-009-2007

TCE - MARE - Parcel No. 272502-4-184-2004

TCE - MARE - Parcel No. 272502-4-185-2003

Memorandum - CLS Evaluation

MOTION: I move to forward for approval with the September 10, 2019 Consent Agenda authorization for the City Manager and the Public Works Director to negotiate and execute all agreements needed to purchase easements or right-of-way necessary for the Wyatt/Madison Roundabout Project up to a total amount of \$180,000.

Deets/Schneider: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

10.C Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison Roundabout Project - Public Works

Cover Page

Amendment No. 5 to PSA with Contract Land Staff LLC

MOTION: I move to forward Amendment No. 5 to the Professional Services Agreement with Contract Land Staff, LLC, for approval with the September 10, 2019 Consent Agenda.

Blossom/Deets: The motion was approved by unanimous consent.

10.D Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control - Public Works

Cover Page

Amendment No. 1 to ILA for Noxious Weed Control

2017 ILA for Noxious Weed Control

MOTION: I move to forward Amendment No. 1 to the Noxious Weed Interlocal Agreement with Kitsap County for approval with the September 10, 2019 Consent Agenda.

Peltier/Tirman: The motion carried 6 – 0. (Councilmember Nassar absent for the vote.)

AYES: Sarah Blossom, Joe Deets, Kol Medina, Ron Peltier, Leslie Schneider, Matt Tirman

NOES:

ABSENT: Rasham Nassar

ABSTAIN: None

10.E Ordinance No. 2019-23, Re-establishment of the Salary Commission - Executive

[Cover Page](#)

[Ordinance No. 2019-23, Re-establishment of the Salary Commission](#)

[Exhibit A to Ordinance No. 2019-23 - Track Changes](#)

MOTION: I move to forward Ordinance No. 2019-23 for approval with the September 10, 2019 Consent Agenda.

Peltier/Blossom: The motion was approved by unanimous consent.

11) CONSENT AGENDA

11.A Agenda Bill for Consent Agenda

[Cover Page](#)

11.B Accounts Payable and Payroll

[Cover Page](#)

[Report to Council of Cash Disbursements](#)

[Payroll.pdf](#)

Payroll: normal direct deposit check sequence 45546 – 45683 = \$346,649.20; regular payroll check sequence 109077 – 109082 = \$6896.39; vendor check run sequence 109083 – 109092 = \$138,676.67; Federal Tax Electronic Funds Transfer = \$133,118.01; ACH = \$237.50. Total disbursement = \$625,577.77.

Accounts Payable: check number 351307 from previous run = \$631.20; manual check number sequence 351308 – 351327 = \$256,765.11; EFT check number 351 = \$14,184.87; ACH 352 and 354 = \$8,930.40; regular run check sequence 351328 – 3511415 = \$155,998.78. Total disbursement = 436,224.79.

11.C City Council Study Session Minutes, August 6, 2019

[Cover Page](#)

[CCMIN 080619 STUDY SESSION](#)

11.D City Council Regular Business Meeting Minutes, August 13, 2019

[Cover Page](#)

[CCMIN 081319 BUSINESS](#)

11.E Dave Ullin Open Water Marina (DUOWM) Buoy Removal and Install Contract Award - Public Works

[Cover Page](#)

[Bid Form](#)

[Contract - Norwest Marine, LLC](#)

Dave Ullin Open Water Marina (DUOWM) Plans
Memo - Marine Access Committee (MAC) Recommendation

II.F Resolution No. 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees

[Cover Page](#)

[Resolution No 2019-25, Opposing Initiative 976 Concerning Motor Vehicle Taxes and Fees](#)

[Bainbridge_Island_Initiative_976_FAQ.docx](#)

[Vehicles Subject to Fees](#)

II.G Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments - Finance

[Cover Page](#)

[2019 2nd QTR Budget Amendments Transmittal Memo.docx](#)

[Ordinance No. 2019-20, Relating to 2019 2nd Quarter Budget and Updated Capital Improvement Plan Amendments](#)

II.H Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program - Police

[Cover Page](#)

[Interlocal Agreement with the Bainbridge Island School District for a Stop Paddle Camera Test Program](#)

II.I Sidewalk Cutting and Replacement Contract - Public Works

[Cover Page](#)

[Bid Form](#)

[Contract - Precision Concrete Cutting Inc.](#)

[Attachment C - Road List](#)

The consent agenda was approved as presented.

12) COMMITTEE REPORTS

12.A Committee Reports

[Cover Page](#)

[Ethics Board Meeting Minutes, July 15, 2019](#)

[Ethics Board Meeting Minutes, July 29, 2019](#)

[Race Equity Task Force Meeting Minutes, June 11, 2019](#)

[Race Equity Task Force Meeting Minutes, June 7, 2019](#)

[Race Equity Task Force Meeting Minutes, July 11, 2019](#)

[Race Equity Task Force Meeting Minutes, August 1, 2019](#)

13) FOR THE GOOD OF THE ORDER

Councilmember Blossom reported that the Planning Commission requested time with City Council to add an item to the work plan regarding conditional uses. City Manager Smith stated it could be addressed in the 4th quarter.

14) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:22 p.m.

Kol Medina, Mayor

Kelly Jahraus, Deputy City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Memorandum of Understanding between Kitsap County Sheriffs Office and Bainbridge Island Police Department Regarding Registered Sex Offender Address/Residency Verification Program Grant - Police

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Police

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Acceptance of grant funding to cover the costs of Bainbridge Island Police Officers making face-to-face contact with all registered sex and kidnapping offenders at their place of residency on Bainbridge Island to maintain the accuracy of the Sex Offender Registry and enforce registration requirements.

FISCAL IMPACT:

Amount:	\$1,635.54
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The Washington Association of Sheriffs and Police Chiefs provides annual grant funding to law enforcement agencies participating in the Registered Sex/Kidnapping Offender Address & Residency Verification Program through the Kitsap County Sheriff's Office. Participating law enforcement agencies make face-to-face contact with offenders in their jurisdiction to verify their place of residence and maintain the accuracy of the Sex Offender Registry. There are currently 816 registered sex offenders in Kitsap County. Eleven of those offenders, or 2% of the total, reside on Bainbridge Island. Therefore, Bainbridge Island will receive \$1,635.54 (2% of the total grant funding) to help defray expenses associated with conducting that service.

ATTACHMENTS:

[MOU - Registered Sex Offender Address/Residency Verification Program Grant](#)

FISCAL DETAILS: This revenue of \$1,635 is not budgeted in the 2019-2020 Adopted Budget.

Fund Name(s): General Fund

Coding:

Memorandum of Understanding
Between
Kitsap County Sheriff's Office and
City of Bainbridge Island Police Department

Registered Sex and Kidnapping Offender Address Verification Program (2019-2020)

This Memorandum of Understanding ("MOU") regarding the Registered Sex Offender Address Verification Program (2019-2020) ("Program") is between Kitsap County through the Kitsap County Sheriff's Office ("KSCO") and the City of Bainbridge Island ("City").

WHEREAS, KCSO has received grant funding in the amount of \$163,554.15 from the Washington Association of Sheriffs and Police Chiefs ("WASPC") for face-to-face address verification of registered sex and kidnapping offenders at his/her place of residency, as more specifically provided in RCW 9A.44.130.

WHEREAS, face-to-face address verification is important to maintain the accuracy of the Sex Offender Registry and to enforce registration requirements and requires additional resources and requires the assistance from the cities in Kitsap County in order to maintain the accuracy of the registry.

WHEREAS, KCSO seeks assistance from the City to complete the statutory address verification and the City desires to provide such assistance pursuant to the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this MOU is one (1) year commencing July 1, 2019 and ending June 30, 2020. The MOU may be terminated by either party on 10-days prior written notice to the other.
2. City's Responsibilities.
 - a. The City will conduct face-to-face verification of registered offenders place of residency residing in the City and submit quarterly electronic reports for each offender contact as provided below.
 - b. Face-to-face verification of a sex offender's address at the place of residence:
 1. Level I Offenders and Level II Offenders - face-to-face verification once every six (6) months. Level I Offenders includes unclassified offenders and kidnapping offenders unless a shorter timeframe is required in the interests of public safety.
 2. Level III Offenders - face-to-face verification once every three (3) months.
 - c. Electronic verification of face-to-face contact.
 1. Electronic Reporting. Agencies must quarterly submit electronic verification in ILeads for each offender contact in accordance with the above-mentioned verification schedule on or before October 5, 2019, January 5, 2020, April 5, 2020, and July 5, 2020.

2. Attempted Contacts. If an officer attempts to contact a registered offender and determines that the offender no longer resides at the address, he/she is registered, the officer shall complete an Incident/Investigative Report in ILeads and forward the report to the Kitsap County Sheriff's Office Detective Division for follow up investigation regarding the "Failure to Register".
- d. Community Notification for Level III Offenders:
 1. The City shall send a press release to the local media on any new Level III offender within their jurisdiction.
 2. The City should conduct a community notification meeting on any new registered Level III offender within their jurisdiction.
3. KCSO Responsibilities.
 - a. KCSO will do the following:
 1. register all sex offenders and kidnapping offenders residing in Kitsap County as required by law;
 2. monitor all offenders registered as "transient" within Kitsap County on a weekly basis as required by law;
 3. follow up on all incident/investigative reports of "Failure to Register" submitted to the KCSO Detective Division by the City;
 4. maintain a master file on each registered offender within Kitsap County; and
 5. complete and submit the necessary reports/documents to WASPC as required by the Program.
4. Funding.
 - a. As of June 11, 2019, there are 816 registered offenders within Kitsap County. The following are the number of offenders currently registered in each of the agencies' jurisdiction.

Offenders registered within the City of Bremerton - 208
Offenders registered with the City of Port Orchard- 32
Offenders registered with the City of Poulsbo - 7
Offenders registered with the City of Bainbridge Island - 11
 - b. Each City will receive a percentage of the Program grant monies based on the number of offenders. The percentage will be calculated based on the percentage of offenders within the jurisdiction of the City compared to the total number of registered offenders within Kitsap County. That percentage of the total award amount minus 50% is your total award amount. [e.g. 816 registered offenders within Kitsap County, with 82 offenders within an agency's jurisdiction is 10 % of the total offenders. 10% times the award amount. $\$163,554.15 = \$16,355.42 \times 50\% = \$8,177.71$.] The City of Bainbridge Island has 2% of Kitsap County's registered sex offenders. Therefore, the 2019-20 award amount to the City of Bainbridge Island is \$1,635.54.
 - c. Regardless of the figures in paragraph 4(b) above, a minimum of \$1,000 will be awarded to each participating agency. The City of Bainbridge Island has 2% of Kitsap County's

registered offenders. Therefore, pursuant to paragraph 34(b) above, the 2019-20 award amount is \$1,635.54.

- d. If any funding under this MOU is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the MOU becomes effective, KCSO may in its discretion and without penalty reduce or terminate the funding allocated to the City, and/or terminate the MOU.
5. Compliance with laws. The parties shall comply with all applicable statutes, which includes without limitation compliance with RCW 4.24.550, 9A.44.130, 9A.44.135, and 36.28A.230, when conducting registration, community notification, and verification of sex and kidnapping offenders.
6. Liability. Each party is responsible and liable for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU.
7. Independent Capacity. The employees and agents of each party who are engaged in the performance of this MOU shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this MOU.
8. Third Party Rights. This MOU is intended to be solely between the parties. No part of this MOU shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
9. Entire Agreement. This MOU contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this MOU.
10. Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

Morgan Smith, City Manager
City of Bainbridge Island

Gary Simpson, Sheriff
Kitsap County Sheriff's Office



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Wyatt/Madison Roundabout Project Right-of-Way and Temporary Construction Easement Acquisition - 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:

Public Works Department staff requests that the City Council authorize the City Manager and the Public Works Director to negotiate and execute all agreements needed to purchase easements or right-of-way necessary for the Wyatt/Madison Roundabout Project up to a total amount of \$180,000.

FISCAL IMPACT:

Amount:	\$180,000
Ongoing Cost:	
One-Time Cost:	\$180,000
Included in Current Budget?	Yes

BACKGROUND:

The Public Works Department staff have negotiated an agreement with the private property owners at the southwest corner of Wyatt and Madison Avenues for permanent and temporary easements that will facilitate the construction of the Wyatt/Madison roundabout and the Wyatt Ave sidewalk construction. There are two permanent easements along the Wyatt Way frontage for sidewalk improvements, and three temporary construction easements ("TCEs") that will facilitate construction and material storage.

Also included in the packet is an evaluation of the \$180,000 value of the permanent and temporary easements, provided by the City's right-of-way consultant, Contract Land Staff LLC (CLS). CLS concluded that the value of the easements (considered an administrative settlement in lieu of condemnation) was appropriate given the value of the private property, the value of the property owner's continued administrative involvement in the process, and the potential costs associated with a condemnation proceeding.

ATTACHMENTS:

[ROW Easement Agreement - MARE - Parcel No. 272502-4-184-2004](#)

[ROW Easement Agreement - MARE - Parcel No. 272502-4-185-2003](#)

[TCE - MARE - Parcel No. 272502-4-009-2007](#)

[TCE - MARE - Parcel No. 272502-4-184-2004](#)

[TCE - MARE - Parcel No. 272502-4-185-2003](#)

[Memorandum - CLS Evaluation](#)

FISCAL DETAILS: The 2019-20 Adopted Project Budget total is \$3,850,000 (\$3,700,000 in the General Fund and \$150,000 in the Water Utility Fund). Project spending to date totals \$810,000 (\$780,000 in the general fund and \$30,000 in Water) with \$3,040,000 remaining.

Fund Name(s): General Fund

Coding:

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

RIGHT-OF-WAY EASEMENT AGREEMENT

Reference Number(s) of
Documents Assigned
or Released:

N/A

Grantor(s):

Madison Avenue Real Estate LLC.

Grantee:

City of Bainbridge Island, a Washington State municipal
corporation

Short Legal Description:

Ptn NE ¼, SE ¼, Sec. 27, T.25N., R.2E., W.M., Kitsap County,
WA, daf: Beg 20ft S & 20ft W of NE Cor of NE ¼, SE ¼; Th W
267ft; Th S 82ft; Th E 247ft; Th SE to a pt 102ft S of POB; Th N
to POB

Assessor's Property Tax

Parcel/Account Number(s): 272502-4-184-2004

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (“Agreement”) is made by and between Madison Avenue Real Estate LLC. (“Grantor”) and the City of Bainbridge Island, a Washington State municipal corporation (“Grantee”). The Grantor and the Grantee (the “Parties”) agree as follows:

1. Grantor’s Real Property. The Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (“Grantor’s Real Property”).

2. Grant of Perpetual Right-of-Way Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive right-of-way easement (“Right-of-Way Easement”) under, over, through, and across the portion of the Grantor’s Real Property legally described on **Exhibit B** and depicted on **Exhibit D**, both of which are attached hereto and incorporated herein (“Right-of-Way Easement Area”).

3. Grant of Access and Maintenance Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive access and maintenance easement (“Maintenance Easement”) under, over, through, and across the portion of the Grantor’s Real Property legally described on **Exhibit C**, attached hereto and incorporated herein (“Maintenance Easement Area”), and depicted on **Exhibit D**.

4. Purpose. The Right-of-Way Easement and the Maintenance Easement are conveyed, for the benefit and use of the Grantee and the general public, for the purpose of the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of certain Facilities. For the purposes of this Agreement, “Facilities” shall include: (i) a roadway; (ii) utility facilities; and (iii) other reasonable and appropriate uses appurtenant to a municipal roadway and utility installation and use, including, without limitation, sidewalks, curbs, gutters, pipes, pumps, and wires.

5. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Right-of-Way Easement Area and the Maintenance Easement Area as necessary for the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities.

6. Restoration. If the surface of the Right-of-Way Easement Area or the Maintenance Easement Area is disturbed by the Grantee’s construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee’s work.

7. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Right-of-Way Easement and the Maintenance Easement, are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of

this Agreement, of structures of a permanent nature, which interfere with the operation of any Facilities, shall be deemed an encroachment upon the Grantee's easement rights, and the Grantor shall be obligated to remove the encroachments at the Grantor's expense.

8. Protection of Facilities. The Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Grantor's Real Property, the Right-of-Way Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine any of the Facilities, or endanger the lateral support to any of the Facilities.

9. Indemnity. By accepting and recording this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors and assigns.

11. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Right-of-Way Easement and the Maintenance Easement conveyed in this Agreement.

12. Complete Agreement. This Agreement represents the complete agreement of the Parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the Parties.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

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

GRANTOR:

MADISON AVENUE REAL ESTATE LLC.

By: _____

Its: _____

Date: _____

GRANTEE:

CITY OF BAINBRIDGE ISLAND

By: _____

Morgan Smith, City Manager

Date: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that s/he signed this
instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged
it as the _____ of the _____ to be the free
and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Morgan Smith is the person who
appeared before me, and said person acknowledged that she signed this instrument, on oath
stated that she was authorized to execute the instrument, and acknowledged it as the City
Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the
uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 267 Feet;
Thence South 82 Feet;
Thence East 247 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;

AND EXCEPT that portion described as follows:

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 Feet;
Thence South 82 Feet;
Thence East 130 Feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads.

EXHIBIT B

LEGAL DESCRIPTION OF RIGHT-OF-WAY EASEMENT AREA

The northerly 10.00 feet of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 267 Feet;

Thence South 82 Feet;

Thence East 247 Feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads;

AND EXCEPT that portion described as follows:

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 150 Feet;

Thence South 82 Feet;

Thence East 130 Feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads.

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

The northerly 10.00 feet of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 267 Feet;

Thence South 82 Feet;

Thence East 247 Feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads;

AND EXCEPT that portion described as follows:

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 150 Feet;

Thence South 82 Feet;

Thence East 130 Feet;

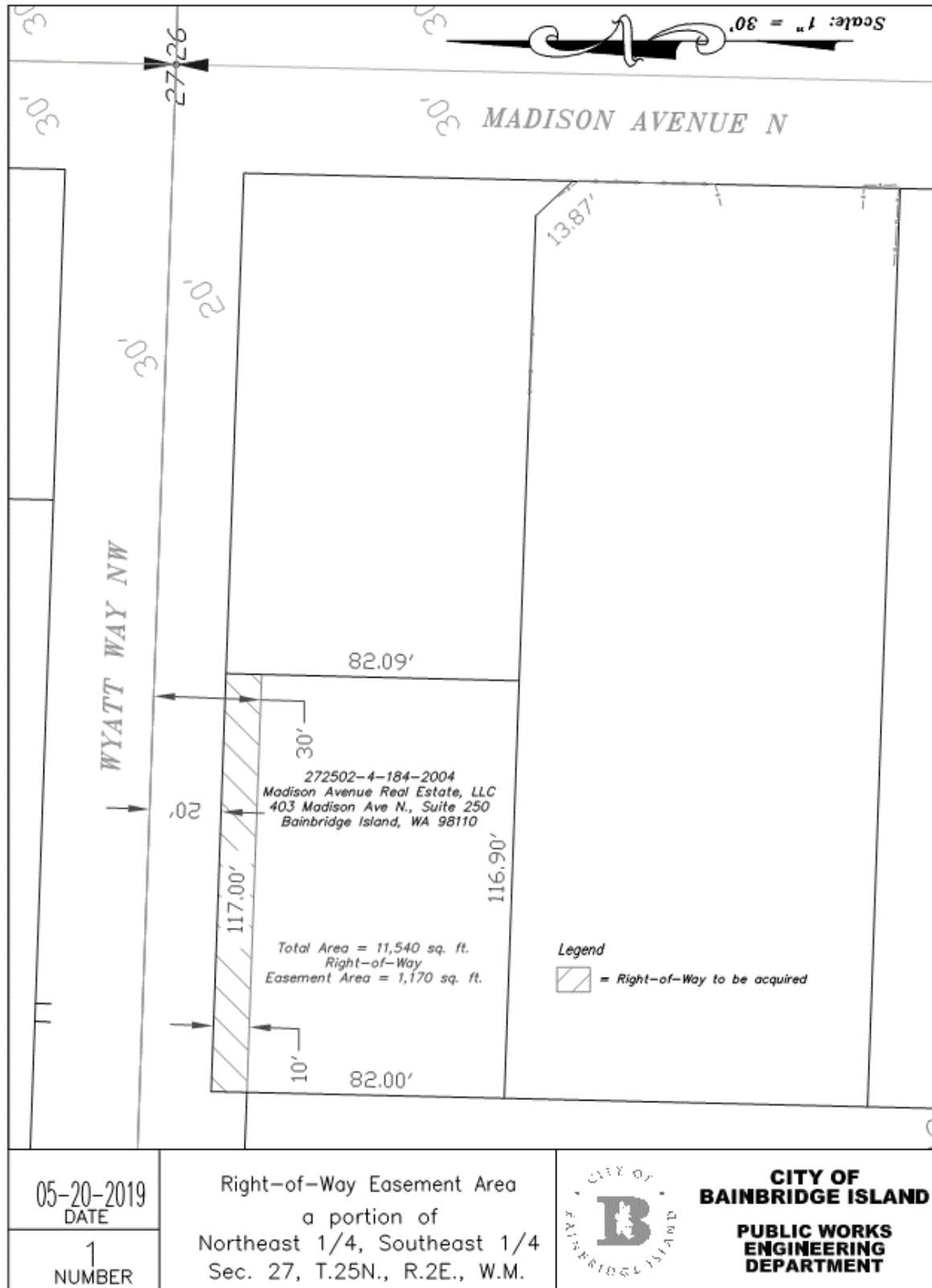
Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads.

EXHIBIT D

(attached)



AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

RIGHT-OF-WAY EASEMENT AGREEMENT

Reference Number(s) of
Documents Assigned
or Released:

N/A

Grantor(s):

Madison Avenue Real Estate LLC.

Grantee:

City of Bainbridge Island, a Washington State municipal
corporation

Short Legal Description:

Ptn NE ¼, SE ¼, Sec. 27, T.25N., R.2E., W.M., Kitsap County,
WA, daf: Beg 20ft S & 20ft W of NE Cor of NE ¼, SE ¼; Th W
150ft; Th S 82ft; Th E 130ft; Th SE to a pt 102ft S of POB; Th N
to POB
City of Bainbridge Island, Kitsap County, Washington,
(Complete legal description on Exhibit A)

Assessor's Property Tax

Parcel/Account Number(s): 272502-4-185-2003

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (“Agreement”) is made by and between Madison Avenue Real Estate LLC. (“Grantor”) and the City of Bainbridge Island, a Washington State municipal corporation (“Grantee”). The Grantor and the Grantee (the “Parties”) agree as follows:

1. Grantor’s Real Property. The Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (“Grantor’s Real Property”).

2. Grant of Perpetual Right-of-Way Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive right-of-way easement (“Right-of-Way Easement”) under, over, through, and across the portion of the Grantor’s Real Property legally described on **Exhibit B** and depicted on **Exhibit D**, both of which are attached hereto and incorporated herein (“Right-of-Way Easement Area”).

3. Grant of Access and Maintenance Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive access and maintenance easement (“Maintenance Easement”) under, over, through, and across the portion of the Grantor’s Real Property legally described on **Exhibit C**, attached hereto and incorporated herein (“Maintenance Easement Area”), and depicted on **Exhibit D**.

4. Purpose. The Right-of-Way Easement and the Maintenance Easement are conveyed, for the benefit and use of the Grantee and the general public, for the purpose of the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of certain Facilities. For the purposes of this Agreement, “Facilities” shall include: (i) a roadway; (ii) utility facilities; and (iii) other reasonable and appropriate uses appurtenant to a municipal roadway and utility installation and use, including, without limitation, sidewalks, curbs, gutters, pipes, pumps, and wires.

5. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Right-of-Way Easement Area and the Maintenance Easement Area as necessary for the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities.

6. Restoration. If the surface of the Right-of-Way Easement Area or the Maintenance Easement Area is disturbed by the Grantee’s construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee’s work.

7. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Right-of-Way Easement and the Maintenance Easement, are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of

this Agreement, of structures of a permanent nature, which interfere with the operation of any Facilities, shall be deemed an encroachment upon the Grantee's easement rights, and the Grantor shall be obligated to remove the encroachments at the Grantor's expense.

8. Protection of Facilities. The Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Grantor's Real Property, the Right-of-Way Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine any of the Facilities, or endanger the lateral support to any of the Facilities.

9. Indemnity. By accepting and recording this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors and assigns.

11. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Right-of-Way Easement and the Maintenance Easement conveyed in this Agreement.

12. Complete Agreement. This Agreement represents the complete agreement of the Parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the Parties.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

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

GRANTOR:

MADISON AVENUE REAL ESTATE LLC.

By: _____

Its: _____

Date: _____

GRANTEE:

CITY OF BAINBRIDGE ISLAND

By: _____

Morgan Smith, City Manager

Date: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that s/he signed this
instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged
it as the _____ of the _____ to be the free
and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
 (Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Morgan Smith is the person who
appeared before me, and said person acknowledged that she signed this instrument, on oath
stated that she was authorized to execute the instrument, and acknowledged it as the City
Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the
uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
 (Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 150 feet;

Thence South 82 feet;

Thence East 130 feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads;

EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:

The East 10 feet of the above described property.

EXHIBIT B

LEGAL DESCRIPTION OF RIGHT-OF-WAY EASEMENT AREA

A portion of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 150 feet;

Thence South 82 feet;

Thence East 130 feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads;

EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:

The east 10 feet of the above described property.

Described as follows;

Commencing at the northeast corner of the above described parcel and the True Point of Beginning;

Thence West 140.00 feet;

Thence South 4.00 feet;

Thence easterly parallel to the north line of the above described parcel 67.00 feet;

Thence South 81°32'09" East 51.44 feet;

Thence southeasterly along a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 82°57'57", an arc distance of 36.20 feet to the easterly property line of the above described parcel and the westerly right-of-way of Madison Avenue N;

Thence northerly along said property line 34.28 feet to the True Point of Beginning.

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

A portion of the following described parcel;

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 150 feet;

Thence South 82 feet;

Thence East 130 feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads;

EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:

The east 10 feet of the above described property.

Described as follows;

Commencing at the northeast corner of the above described parcel and the True Point of Beginning;

Thence West 140.00 feet;

Thence South 4.00 feet;

Thence easterly parallel to the north line of the above described parcel 67.00 feet;

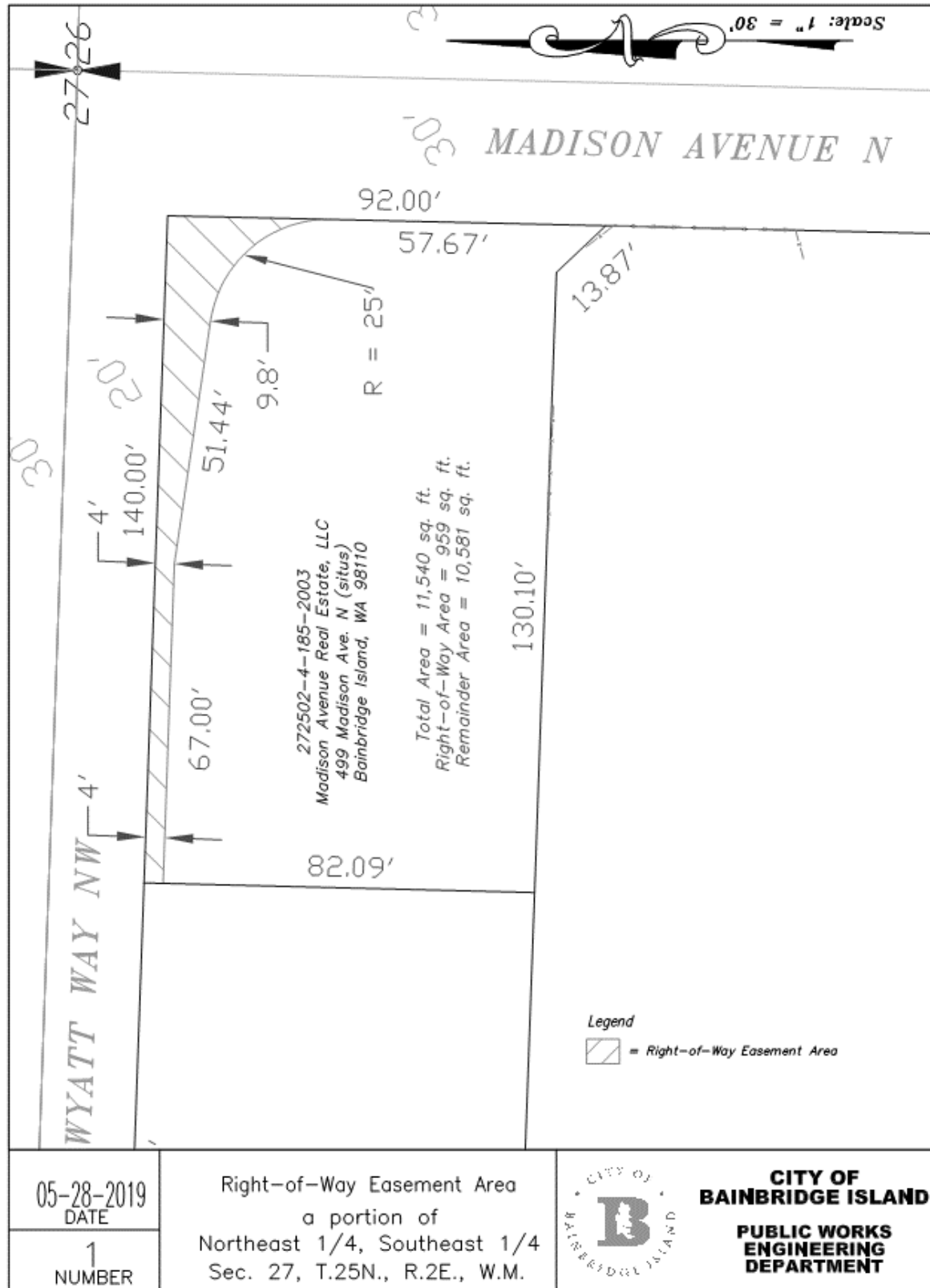
Thence South 81°32'09" East 51.44 feet;

Thence southeasterly along a tangent curve to the right, having a radius of 25.00 feet, through a central angle of 82°57'57", an arc distance of 36.20 feet to the easterly property line of the above described parcel and the westerly right-of-way of Madison Avenue N;

Thence northerly along said property line 34.28 feet to the True Point of Beginning.

EXHIBIT D

(attached)



AFTER RECORDING RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**Reference Number(s) of
Documents Assigned
or Released:**

N/A

Grantor(s):

Madison Avenue Real Estate LLC, a Washington State limited liability company

Grantee:

City of Bainbridge Island, a Washington State municipal corporation

Short Legal Description:

[REDACTED]

City of Bainbridge Island, Kitsap County, Washington,
(Complete legal description on Exhibit A)

Assessor's Property Tax

Parcel/Account Number(s): 272502-4-009-2007

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN THE MATTER OF:
CITY OF BAINBRIDGE ISLAND

WYATT WAY RECONSTRUCTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made by and between the City of Bainbridge Island, a Washington State municipal corporation, (“Grantee”) and Madison Avenue Real Estate LLC, a Washington State limited liability company (“Grantor”). The Grantor and the Grantee (the “Parties”) agree as follows:

1. Grantor’s Real Property. The Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (“Grantor’s Real Property”).
2. Grant of Temporary Construction Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants to the Grantee a nonexclusive temporary easement (“Temporary Construction Easement”) to use, modify, and/or occupy the portion of Grantor’s Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein (“Temporary Construction Easement Area”).
3. Purpose. The Temporary Construction Easement is granted to the City to allow the City to complete the City’s Wyatt Way Reconstruction Project, which consists of, but is not limited to, the following work:
 - a. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell;
 - b. Reconstruction of roadway surfacing and drainage improvements; and
 - c. Utility maintenance, improvements, and upgrades.
4. Duration. This Agreement shall take effect upon execution by both Parties. The Temporary Construction Easement granted under this Agreement shall remain in full force and effect until completion of the City’s Wyatt Way Reconstruction Project, at which point the Temporary Construction Easement shall expire and no longer be in force or effect. For the purposes of this Agreement, completion of the City’s Wyatt Way Reconstruction Project shall occur on the date of the City’s final acceptance of the work performed by the contractor hired by the City to construct the project.
5. Indemnity. By executing this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee’s exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

6. Restoration. If the surface of the Temporary Construction Easement Area is disturbed by the Grantee in completing the Wyatt Way Reconstruction Project, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work. Provided, that the City shall have no obligation to restore any portion of the Temporary Construction Easement Area in which the City constructed any improvement and had the legal right to construct such improvement.

7. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Temporary Construction Easement Area as necessary to complete the Wyatt Way Reconstruction Project.

8. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Temporary Construction Easement are reserved to the Grantor.

9. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Temporary Construction Easement for the duration of this Agreement.

10. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

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

Date: _____

Date: _____

By: _____

By: _____

GRANTOR

Chris Wierzbicki, Director of Public Works
City of Bainbridge Island

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that s/he signed this
instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged
it as the _____ of the _____ to be the free
and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Chris Wierzbicki is the person who
appeared before me, and said person acknowledged that he signed this instrument, on oath stated
that he was authorized to execute the instrument, and acknowledged it as the Public Works
Director of the City of Bainbridge Island to be the free and voluntary act of such entity for the
uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

272502-4-009-2007

481 Madison Ave. N (situs)
Bainbridge Island, WA 98110

That portion of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning 102 feet South and 287 feet West of the northeast corner of said subdivision;

Thence East 247 feet;

Thence Southeasterly to a point which is 122 feet South and 20 feet West of the northeast corner of said subdivision;

Thence South 0°40' East 81.62 feet, more or less, to a point which is 203.62 feet South and 20 feet West of the northeast corner of said subdivision;

Thence North 89°22'42" West 267 feet;

Thence North 0°40' West 101.62 feet, more or less, to Point of Beginning;

EXCEPT for the East ten feet of the above described property as deeded for right-of-way per Auditor's File No. 3125295, records of Kitsap County, Washington;

EXCEPT Madison Avenue North

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DRAFT

EXHIBIT C
SKETCH OF TEMPORARY CONSTRUCTION EASEMENT AREA
(attached)

DRAFT



AFTER RECORDING RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**Reference Number(s) of
Documents Assigned
or Released:**

N/A

Grantor(s):

Madison Avenue Real Estate LLC, a Washington State limited liability company

Grantee:

City of Bainbridge Island, a Washington State municipal corporation

Short Legal Description:

Ptn NE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 27, T.25N., R.2E., W.M., Kitsap County, WA, daf: Beg 20ft S & 20ft W of NE Cor of NE $\frac{1}{4}$, SE $\frac{1}{4}$; Th W 267ft; Th S 82ft; Th E 247ft; Th SE to a pt 102ft S of POB; Th N to POB

City of Bainbridge Island, Kitsap County, Washington,
(Complete legal description on Exhibit A)

Assessor's Property Tax

Parcel/Account Number(s): 272502-4-184-2004

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN THE MATTER OF:
CITY OF BAINBRIDGE ISLAND

WYATT WAY RECONSTRUCTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made by and between the City of Bainbridge Island, a Washington State municipal corporation, (“Grantee”) and Madison Avenue Real Estate LLC, a Washington State limited liability company (“Grantor”). The Grantor and the Grantee (the “Parties”) agree as follows:

1. Grantor’s Real Property. The Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (“Grantor’s Real Property”).
2. Grant of Temporary Construction Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants to the Grantee a nonexclusive temporary easement (“Temporary Construction Easement”) to use, modify, and/or occupy the portion of Grantor’s Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein (“Temporary Construction Easement Area”).
3. Purpose. The Temporary Construction Easement is granted to the City to allow the City to complete the City’s Wyatt Way Reconstruction Project, which consists of, but is not limited to, the following work:
 - a. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell;
 - b. Reconstruction of roadway surfacing and drainage improvements; and
 - c. Utility maintenance, improvements, and upgrades.
4. Duration. This Agreement shall take effect upon execution by both Parties. The Temporary Construction Easement granted under this Agreement shall remain in full force and effect until completion of the City’s Wyatt Way Reconstruction Project, at which point the Temporary Construction Easement shall expire and no longer be in force or effect. For the purposes of this Agreement, completion of the City’s Wyatt Way Reconstruction Project shall occur on the date of the City’s final acceptance of the work performed by the contractor hired by the City to construct the project.
5. Indemnity. By executing this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee’s exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

6. Restoration. If the surface of the Temporary Construction Easement Area is disturbed by the Grantee in completing the Wyatt Way Reconstruction Project, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work. Provided, that the City shall have no obligation to restore any portion of the Temporary Construction Easement Area in which the City constructed any improvement and had the legal right to construct such improvement.

7. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Temporary Construction Easement Area as necessary to complete the Wyatt Way Reconstruction Project.

8. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Temporary Construction Easement are reserved to the Grantor.

9. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Temporary Construction Easement for the duration of this Agreement.

10. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

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

Date: _____

Date: _____

By: _____

By: _____

GRANTOR

Chris Wierzbicki, Director of Public Works
City of Bainbridge Island

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that s/he signed this
instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged
it as the _____ of the _____ to be the free
and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Chris Wierzbicki is the person who
appeared before me, and said person acknowledged that he signed this instrument, on oath stated
that he was authorized to execute the instrument, and acknowledged it as the Public Works
Director of the City of Bainbridge Island to be the free and voluntary act of such entity for the
uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

272502-4-184-2004

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 267 feet;
Thence South 82 feet;
Thence East 247 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads;

AND EXCEPT that portion described as follows:

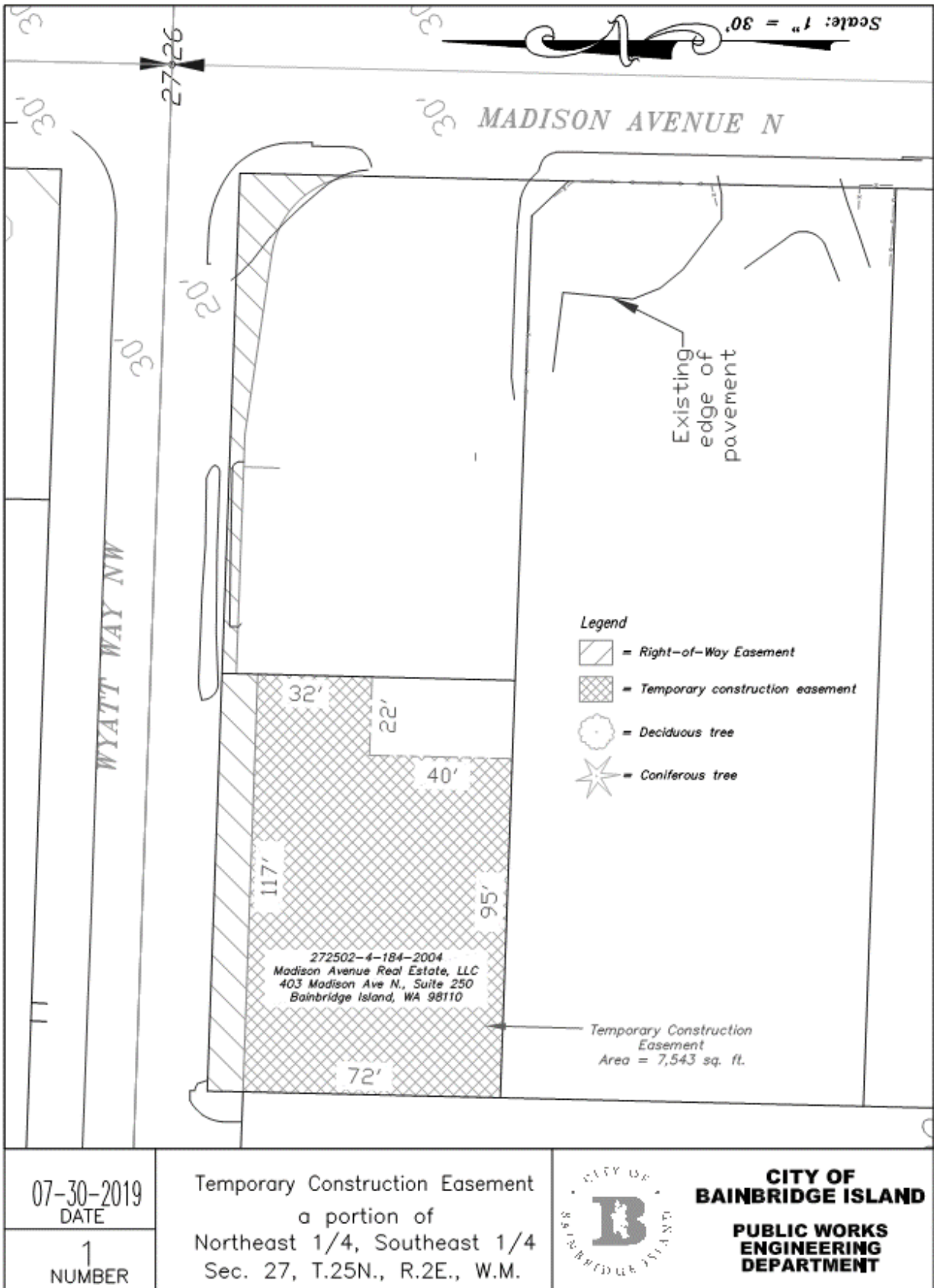
Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;
Thence West 150 feet;
Thence South 82 feet;
Thence East 130 feet;
Thence southeast to a point 102 feet south of the Point of Beginning;
Thence North to the Point of Beginning;
EXCEPT roads.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DRAFT

EXHIBIT C
SKETCH OF TEMPORARY CONSTRUCTION EASEMENT AREA
(attached)

DRAFT



AFTER RECORDING RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**Reference Number(s) of
Documents Assigned
or Released:**

N/A

Grantor(s):

Madison Avenue Real Estate LLC, a Washington State limited liability company

Grantee:

City of Bainbridge Island, a Washington State municipal corporation

Short Legal Description:

Ptn NE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 27, T.25N., R.2E., W.M., Kitsap County, WA, daf: Beg 20ft S & 20ft W of NE Cor of NE $\frac{1}{4}$, SE $\frac{1}{4}$; Th W 150ft; Th S 82ft; Th E 130ft; Th SE to a pt 102ft S of POB; Th N to POB

City of Bainbridge Island, Kitsap County, Washington,
(Complete legal description on Exhibit A)

Assessor's Property Tax

Parcel/Account Number(s): 272502-4-185-2003

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN THE MATTER OF:
CITY OF BAINBRIDGE ISLAND

WYATT WAY RECONSTRUCTION PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made by and between the City of Bainbridge Island, a Washington State municipal corporation, (“Grantee”) and Madison Avenue Real Estate LLC, a Washington State limited liability company (“Grantor”). The Grantor and the Grantee (the “Parties”) agree as follows:

1. Grantor’s Real Property. The Grantor is the fee owner of the real property legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (“Grantor’s Real Property”).
2. Grant of Temporary Construction Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants to the Grantee a nonexclusive temporary easement (“Temporary Construction Easement”) to use, modify, and/or occupy the portion of Grantor’s Real Property legally described on **Exhibit B** and depicted on **Exhibit C**, both of which are attached hereto and incorporated herein (“Temporary Construction Easement Area”).
3. Purpose. The Temporary Construction Easement is granted to the City to allow the City to complete the City’s Wyatt Way Reconstruction Project, which consists of, but is not limited to, the following work:
 - a. Complete sidewalk and bicycle facilities on both sides of the street from Madison to Lovell;
 - b. Reconstruction of roadway surfacing and drainage improvements; and
 - c. Utility maintenance, improvements, and upgrades.
4. Duration. This Agreement shall take effect upon execution by both Parties. The Temporary Construction Easement granted under this Agreement shall remain in full force and effect until completion of the City’s Wyatt Way Reconstruction Project, at which point the Temporary Construction Easement shall expire and no longer be in force or effect. For the purposes of this Agreement, completion of the City’s Wyatt Way Reconstruction Project shall occur on the date of the City’s final acceptance of the work performed by the contractor hired by the City to construct the project.
5. Indemnity. By executing this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee’s exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by the acts or omissions of the Grantor or their agents.

6. Restoration. If the surface of the Temporary Construction Easement Area is disturbed by the Grantee in completing the Wyatt Way Reconstruction Project, then the Grantee shall restore the surface of the same as nearly as possible to the condition in which it existed at the commencement of the Grantee's work. Provided, that the City shall have no obligation to restore any portion of the Temporary Construction Easement Area in which the City constructed any improvement and had the legal right to construct such improvement.

7. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Temporary Construction Easement Area as necessary to complete the Wyatt Way Reconstruction Project.

8. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Temporary Construction Easement are reserved to the Grantor.

9. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Temporary Construction Easement for the duration of this Agreement.

10. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

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

Date: _____

Date: _____

By: _____

By: _____

GRANTOR

Chris Wierzbicki, Director of Public Works
City of Bainbridge Island

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that s/he signed this
instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged
it as the _____ of the _____ to be the free
and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Chris Wierzbicki is the person who
appeared before me, and said person acknowledged that he signed this instrument, on oath stated
that he was authorized to execute the instrument, and acknowledged it as the Public Works
Director of the City of Bainbridge Island to be the free and voluntary act of such entity for the
uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

272502-4-185-2003

499 Madison Ave. N.
Bainbridge Island, WA 98110

Beginning 20 feet south and 20 feet west of the northeast corner of the northeast quarter of the southeast quarter of Section 27, Township 25 North, Range 2 East, W.M.;

Thence West 150 feet;

Thence South 82 feet;

Thence East 130 feet;

Thence southeast to a point 102 feet south of the Point of Beginning;

Thence North to the Point of Beginning;

EXCEPT roads;

EXCEPT for that portion conveyed to the City of Bainbridge Island for right of way under Auditor's File No. 3217711, records of Kitsap County, Washington, described as follows:

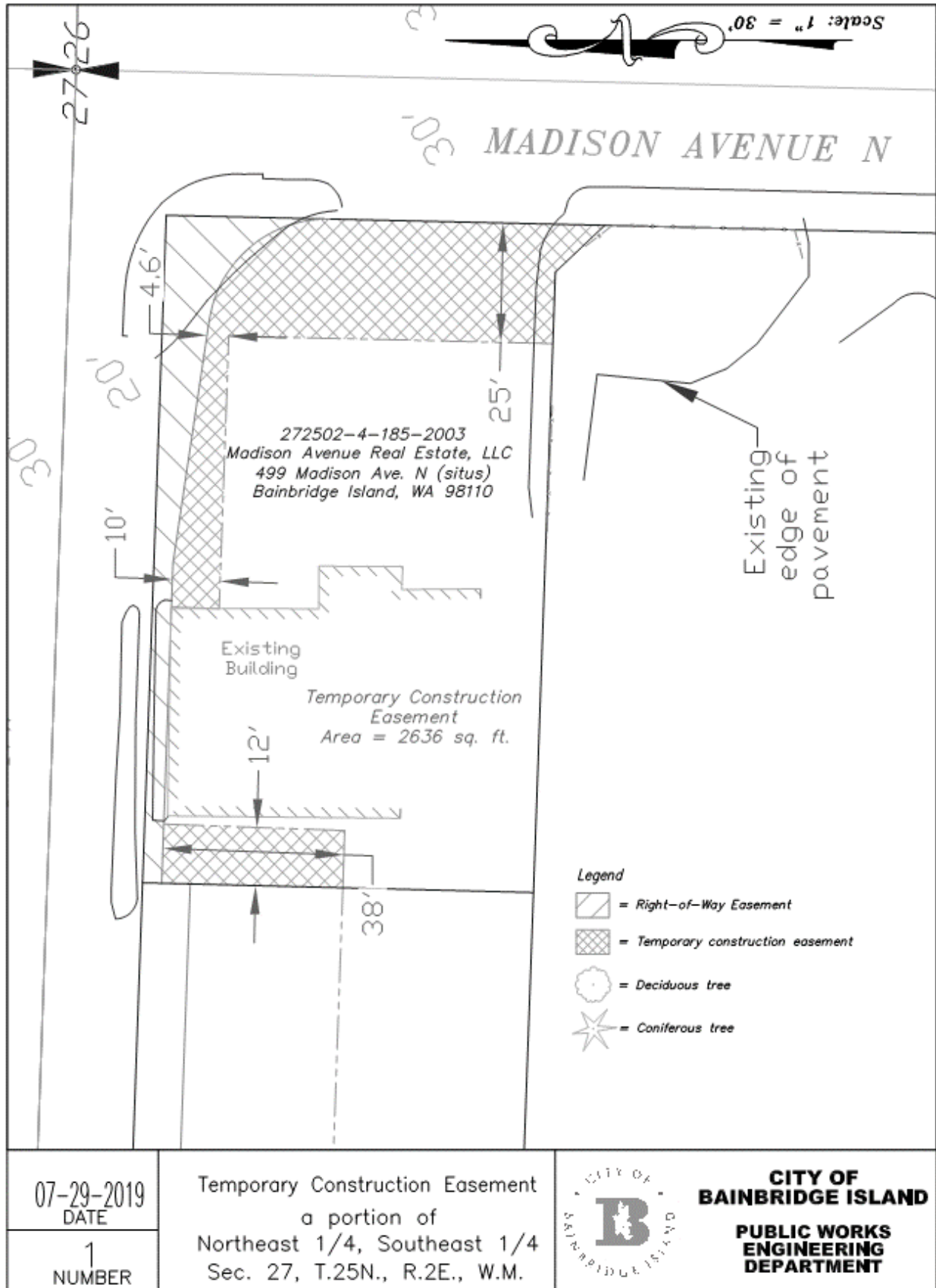
The east 10 feet of the above described property.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DRAFT

EXHIBIT C
SKETCH OF TEMPORARY CONSTRUCTION EASEMENT AREA
(attached)

DRAFT





MEMORANDUM

TO: Rob Grant, P.L.S.
City of Bainbridge Island

FROM: Faith Roland, SR/WA

DATE: August 6, 2019

SUBJECT: Administrative Settlement: *Wyatt Way Improvements*
Landowner: Madison Avenue Real Estate, LLC

Offer

An offer was made on July 24, 2018 to John Eisenhauer, President and Manager of Madison Avenue Real Estate, LLC for 2,130 square feet of in fee and 7,524 square feet of temporary construction easement associated with the *Wyatt Way Improvement Project*. The offer was presented in person at Mr. Eisenhauer's office in Bainbridge Island, WA.

Offer Total: \$106,000.00 (rounded)

Tax Parcel Number: 272502-4-185-2003; 272502-4-184-2004; 272502-4-009-2007

Discussion and Analysis:

Negotiations with John Eisenhauer determined Madison Avenue Real Estate is proceeding with redevelopment of the property pending design and permit approval with City of Bainbridge Island.

During negotiations with the property owner a settlement was agreed upon at a price of \$180,000.00 (rounded) and based on the following conditions:

- Convert the fee acquisition to Right-of-Way Easement and Agreement.
- Enlarge Temporary Construction Easement area 13,453 square feet for a total of 20,977 square feet of to accommodate additional construction staging.
- Construction of a new curb cut / driveway on parcel 272502-4-185-2003 to mitigate for the removal of the existing driveway on Wyatt Way nearest to Madison Street.

\$ 71,888.00 for 2,130 SF of Right-of-Way Easement @ \$33.75/SF

\$ 75,520.00 for 20,977 SF of Temporary Construction Easement @ \$3.60/SF

\$ 6,542.00 for Improvements impacted

\$ 26,050.00 Administrative settlement

Total: \$ 180,00.00 (Rounded)

RECOMMENDATION:

The owner's counter-offer of \$180,000.00 results in a unit price of approximately \$53 per square foot of land (fee), which is approximately a 17.5% increase from the appraised land value of \$45 per square foot. The appraisal which provided the basis for the offer references the "Effective Date of Value" as December 6, 2017. This date is approximately 20 months old and suggests the appraised value and initial offer price does not accurately reflect the current Fair Market Value of the acquisition. The settlement will allow the property owner to mitigate for perceived impacts of project construction on the existing automotive business.

The additional project temporary construction easement area will require coordination with the property owner and business owner on construction timing and associated on-site restoration. The temporary construction easement has the potential to temporarily displace up to 10 parking stalls used by the existing automotive business during on-site restoration.

In the interest of time and the resources required to pursue additional negotiations, and imminent legal action authorizing eminent domain, we recommend approval of the proposed \$180,000.00 administrative settlement, which is a \$26,050.00 increase, as supportable, reasonable and in the public's best interest.

Accepted By _____ Date _____

Its _____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amendment No. 5 to Professional Services Agreement with Contract Land Staff, LLC, in support of the Wyatt/Madison Roundabout Project - 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. 5 to Agreement for Professional Services with Contract Land Staff, LLC, is for right-of-way acquisition services in support of the Wyatt/Madison Roundabout Project. This will be the last amendment to the contract, as the Wyatt/Madison right-of-way acquisition process is anticipated to be completed in September.

FISCAL IMPACT:

Amount:	\$15,000
Ongoing Cost:	
One-Time Cost:	\$15,000
Included in Current Budget?	Yes

BACKGROUND:

Amendment No. 5 to Agreement for Professional Services with Contract Land Staff, LLC, is for right-of-way acquisition services in support of the Wyatt/Madison Roundabout project.

ATTACHMENTS:

FISCAL DETAILS: There is \$3.7 million in the Life-to-Date general fund budget with \$3.0 million budget remaining and \$150,000 in the Water fund budget with \$120,000 left for this project.

Fund Name(s): Capital Construction Fund

Coding:

**AMENDMENT NO. 5 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on November 12, 2014, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Contract Land Staff, LLC, (“Consultant”).

WHEREAS, on November 12, 2014, the City and the Consultant entered into the Agreement to provide right-of-way acquisition services in the amount of \$90,000; and

WHEREAS, the Consultant has since changed its name from Roland Resources, Inc., to Contract Land Staff, LLC; and

WHEREAS, on March 13, 2017, the City and the Consultant executed Amendment No.1 to the Agreement to extend the term of the Agreement until December 31, 2017; and

WHEREAS, on December 12, 2017, the City and the Consultant executed Amendment No. 2 to the Agreement to further extend the term of the Agreement until December 31, 2018; and

WHEREAS, on January 2, 2018, the City and the Consultant executed Amendment No. 3 to the Agreement to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by \$10,000; and

WHEREAS, on April 8, 2019, the City and the Consultant executed Amendment No. 4 to the Agreement to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by \$40,000 and to further extend the term of the Agreement until April 30, 2019; and

WHEREAS, in order to complete the work described in the Agreement’s original scope of services, the City and the Consultant now desire to increase the maximum amount that the City may pay the Consultant for its services under the Agreement by an additional \$15,000; and

WHEREAS, with the execution of this Amendment No. 5, the new maximum amount of compensation payable to the Consultant under the Agreement is now \$155,000; and

WHEREAS, the City and the Consultant desire to complete the work described in the Agreement’s original scope of services for, at most, the new maximum amount of compensation (\$155,000) and to further extend the term of the Agreement, for the last time, until December 31, 2019.

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

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of ~~One Hundred and Forty Thousand Dollars (\$140,000)~~ One Hundred and Fifty-Five Thousand Dollars (\$155,000);

[] Fixed Sum: a total amount of \$ _____;

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

2. Section 6.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 ~~April 30, 2019~~ December 31, 2019, unless sooner terminated by either party as provided below.

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

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

CONTRACT LAND STAFF, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control - Public Works

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Amendment No. 1 to the Interlocal Agreement with the Kitsap County Noxious Weed Control Board for Noxious Weed Control is to substantially increase the scope of services as a means of fulfilling the City Council's directive to expand noxious weed control. The amendment expands the contract scope to include addressing Class C noxious weeds, increases the budget from \$10,000.00 annually to \$50,000 annually, and extends the contract term through 2024.

FISCAL IMPACT:

Amount:	\$50,000 Annually
Ongoing Cost:	\$50,000 Annually
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

At the July 25, 2017, City Council meeting, the Council approved an Interlocal Agreement with the Kitsap County Noxious Weed Control Board to continue the noxious weed control program on Bainbridge Island. At that time, the scope of the Interlocal Agreement included Class A and B noxious weeds, and was for a period of five years and \$10,000.00 annually.

During the 2019-2020 budget process, City Council initiated a request for \$100,000.00 annual funding for noxious weed control and then approved funding of \$50,000.00 annually (a \$40,000 increase above current

levels). If adopted by the City Council, proposed Amendment No. 1 included in this packet would amend the Interlocal Agreement to address Class A, B, and C noxious weeds and would extend the contract term through 2024.

ATTACHMENTS:

[Amendment No. 1 to ILA for Noxious Weed Control](#)

[2017 ILA for Noxious Weed Control](#)

FISCAL DETAILS: The 2019-20 Biennial Budget includes \$50,500 of general fund expenditure authority in 2019 and an additional \$50,500 in 2020 with \$180 spent year-to-date.

Fund Name(s): General Fund

Coding:

**AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT(“Amendment”) amends the Interlocal Agreement (“Agreement”) entered into on July 31, 2017, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Kitsap County Noxious Weed Control Board (“Board”).

WHEREAS, the City and the Board entered into the Agreement to provide noxious weed control; and

WHEREAS, the City and the Board now desire to increase the services provided under the Agreement to include management of designated Class C noxious weeds, as defined in Chapter 16.750 WAC, and develop and implement an island-wide noxious weed management plan, further extend the term of the Agreement, and amend the maximum amount payable under the agreement; and

WHEREAS, the City desires to replace the original scope of work with the attached Exhibit A.

NOW, THEREFORE, the City and the Board 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 until ~~December 31, 2021~~ December 31, 2024, unless sooner terminated by either party as provided below.

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

A. The City shall reimburse the Board only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. The sum of the Board’s reimbursement requests during the duration of this Agreement shall not exceed ~~\$10,000~~ \$50,000 each year.

3. Attachment A, Scope of Services, is hereby repealed and replaced in its entirety as set forth on attached **Exhibit A**.

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.

Date: _____

Date: _____

KITSAP COUNTY NOXIOUS
WEED CONTROL BOARD

CITY OF BAINBRIGE ISLAND

Kitsap County Noxious
Weed Control Board Coordinator
Dana Coggon

Morgan Smith, City Manager

EXHIBIT A

SCOPE OF WORK

Under the terms of this Agreement, the Board and/or Board staff agree(s) to do the following work:

- A. Recruit and train weed inspectors, control practitioners, and support staff for the purpose of carrying out the mandates of Chapter 17.10 RCW;
- B. Be responsible for the control of designated Class A, B, and C noxious weeds as defined in Chapter 16.750 WAC, within the City limits;
- C. Develop and implement a City-wide Integrated Pest Management Plan for the control of designated Class A, B, and C noxious weeds as defined in Chapter 16.750 WAC;
- D. Provide staff to assist with landowner noxious weed complaints;
- E. Provide information and recommendations to assist landowners in their efforts to comply with Chapter 17.10 RCW;
- F. Keep a regular log of noxious weed inspections and landowner contacts, which logs shall be provided to the City with the year-end report or as needed, and shall include:
 - 1) Detailed logs of GPS locations of noxious weeds; and
 - 2) GPS information regarding such weed inspections and control activities, and landowner contacts;
- G. Keep detailed logs of control procedures;
- H. Pay for all weed inspector, control practitioner, and support staff wages;
- I. Pay for all tools and equipment;
- J. Produce a year-end report summarizing the work performed and evaluating the performance and results of the work performed pertaining to this Agreement by January 15 for the previous year, as specified in Section 5.

INTERLOCAL AGREEMENT

AN INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF BAINBRIDGE ISLAND ("CITY") AND THE KITSAP COUNTY NOXIOUS WEED CONTROL BOARD ("BOARD")

WHEREAS, the Bainbridge City Council budgeted funds in 2017 for noxious weed control and desires to extend the program through December 31, 2021; and

WHEREAS, the Board has the expertise to manage a noxious weed control program on Bainbridge Island; and

WHEREAS, the Board is implementing efforts previously conducted by the Kitsap Conservation District which successfully implemented the City's knotweed eradication program by way of a previous interlocal agreement; and

WHEREAS, the City and the Board desire to enter into an agreement to continue the noxious weed control program; and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes the parties hereto to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Board agree as follows:

1. WORK BY BOARD

The Board shall perform such duties and work as are listed on the Scope of Work, Exhibit A, attached hereto, and made a part hereof by reference. All work funded under this Agreement shall be provided exclusively within the boundaries of incorporated City of Bainbridge Island. The Board 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 until **December 31, 2021**, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall reimburse the Board only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. The sum of the Board's reimbursement requests during the duration of this Agreement shall not exceed **\$10,000 each year.**

B. Reimbursement requests from the Board to the City shall not be made more frequently than once a month. The City reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this Agreement.

C. The City shall reimburse the Board within sixty (60) days of receipt of a properly executed Board invoice.

D. If the work rendered does not meet the requirements of this Agreement, the Board 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. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

The Chair of the Board, or his/her designee, shall represent the Board in all matters pertaining to the work and materials to be rendered under this Agreement. All requirements of the City pertaining to the work or materials to be rendered under this Agreement shall be coordinated through the Board's representative.

5. REPORTS ON EXECUTION OF WORK AND PERFORMANCE ANALYSIS

A. Board Year-End Reports

The Board shall produce year-end reports that summarize the work performed and evaluate the performance and results of the work performed pertaining to this Agreement. The year-end reports shall be due by January 15 for the previous year and shall include, but not be limited to, the following information:

- 1) A description of work performed during the period and progress made to date, including monitoring data or performance indicators that reflect the effectiveness of the program elements as set forth in Attachment A – Scope of Work.
- 2) The status of the annual work plan.
- 3) A description of any adverse conditions that have affected the program objectives and/or time schedules, and actions taken to resolve these issues.

- 4) A summary of major accomplishments realized during the year. This report shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the report.

B. City Performance Analysis

The City will review invoices submitted by the Board pursuant to Section 3. The City will also review year-end reports summarizing the work performed and evaluating the performance and results of the work performed. If requested by the Board, the City will provide feedback to the Board regarding work.

6. INSPECTION AND AUDIT

The Board 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 Board 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 Board 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 Board shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

7. INDEPENDENT CONTRACTOR

A. The Board and the City understand and expressly agree that the Board is an independent contractor in the performance of each and every part of this Agreement. The Board expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Board, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the work required under this Agreement. The Board shall make no claim of City employment nor shall the Board claim any related employment benefits, social security, and/or retirement benefits.

B. The Board 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 Board 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 Board performs hereunder.

8. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Board 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 Board 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 8 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.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. The Board 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 Board 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 Board and the City, its officers, officials, employees, and volunteers, the Board's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Board's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Board'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 Board'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 Board shall maintain insurance as follows:

- ☒ Commercial General Liability as described in Exhibit B.
- ☒ Automobile Liability as described in Exhibit B.
- ☒ Workers' Compensation as described in Attachment B.

11. SUBLETTING OR ASSIGNING CONTRACT

The Board may subcontract noxious weed control and education/outreach with 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 Board 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: Marilyn Guthrie
Phone: (206) 780-3724
Email: mguthrie@bainbridgewa.gov

To the Board: Kitsap Noxious Weed Control Board
345 6th Street, Suite 550
Bremerton, WA 98337-1874
Attention: Dana Coggon
Phone: (360) 307-4242
Fax: (360) 337-4864
Email: dcoggon@co.kitsap.wa.us

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.

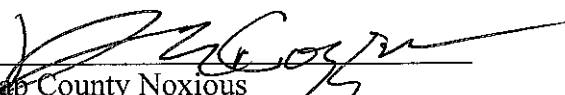
20. COUNTERPARTS

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 below.

Date: 7/31/2017 Date: 7-26-17

KITSAP COUNTY NOXIOUS
WEED CONTROL BOARD


Kitsap County Noxious
Weed Control Board Coordinator
Dana Coggon

CITY OF BAINBRIDGE ISLAND


Douglas Schulze, City Manager

EXHIBIT A

SCOPE OF WORK

Under the terms of this Agreement, the Board and/or Board staff agree(s) to do the following work:

- A. Recruit and train weed inspectors and support staff for the purpose of carrying out the mandates of chapter 17.10 RCW;
- B. Coordinate and implement Integrated Pest Management strategies on all lands under the jurisdiction of the City for the control of Designated Class A and B noxious weeds as defined in chapter 16.750 WAC;
- C. Provide information and recommendations to assist landowners in their efforts to comply with chapter 17.10 RCW;
- D. Keep a weekly log of noxious weed inspections and landowner contacts, which logs shall be provided to the City with the year-end report and shall include:
 - 1) Detailed logs of GPS locations of noxious weeds; and
 - 2) GPS information regarding such weed inspections and landowner contacts.
- E. Be responsible for the Control of all Class A and B designated noxious weeds (as listed in chapter 16.750 WAC) within the City limits;
- F. Keep detailed logs of control procedures.
- G. Provide staff to assist with landowner complaints.
- H. Pay for all weed inspector wages.
- I. Produce a year-end report summarizing the work performed and evaluating the performance and results of the work performed pertaining to this Agreement by January 15 for the previous year, as specified in Section 5.

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

The Board 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 Board, its agents, representatives, or employees.

B. No Limitation

The Board's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Board 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 Board 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 Board'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.

D. Minimum Amounts of Insurance

The Board 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.

E. Other Insurance Provision

The Board'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 the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Board'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 Board shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. The Board 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 Board 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 Board 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 Board 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 Board 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 Board from the City.

J. City Full Availability of Board Limits

If the Board 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 Board, irrespective of whether such limits maintained by the Board 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 Board.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Ordinance No. 2019-23, Re-establishment of the Salary Commission - Executive

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

It is recommended that salaries for elected officials be reviewed periodically, which is work typically done by the Salary Commission. The last process to review elected official salaries for the City of Bainbridge Island was completed in 2009.

FISCAL IMPACT:

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

BACKGROUND: The City's Salary Commission is established by RCW 35.21.015 and BIMC 2.74. The sole responsibility of the Salary Commission is setting compensation levels for the City's elected officials (i.e., the City Council).

The commission last took action in 2009 and was last active as a group in 2011. As with other City compensation, it is recommended that elected official salaries be reviewed periodically and it has been roughly 10 years since the previous review.

In addition, the current threshold for an employee to be eligible for participation in the state retirement plan is compensation of \$1,080 per month or higher. Currently, councilmembers are paid \$1,000 per month. The Mayor receives higher compensation of \$1,250 per month in recognition of the additional duties and expectations for that position. Review by the salary commission may result in a recommended rate of compensation that expands the retirement benefit eligibility to all councilmembers.

It is proposed that City staff advertise in September for applicants to serve on the commission. Councilmembers would interview applicants and nominations would be presented to City Council in October. The attached ordinance provides the commission, once appointed, up to 120 days to meet and determine whether any salary changes are recommended. The commission's final determination would be submitted to the City Clerk prior to the end of 2019 or early in 2020.

Going forward, the commission would be re-established every seven years, with advertising for new members at that time, and subsequent business completed in that 120-day time frame. By streamlining the commission's process, the City will be able to conduct these periodic reviews with greater consistency than in the past.

ATTACHMENTS:

[Ordinance No. 2019-23, Re-establishment of the Salary Commission](#)

[Exhibit A to Ordinance No. 2019-23 - Track Changes](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

ORDINANCE NO. 2019-23

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the City's salary commission; repealing and replacing Chapter 2.74 of the Bainbridge Island Municipal Code (BIMC).

WHEREAS, RCW 35.21.015 authorizes the City to establish by ordinance an independent salary commission with authority to set the salary of the members of the City Council; and

WHEREAS, on August 9, 2001, the City adopted Ordinance No. 2001-31-B, creating a salary commission for the City of Bainbridge Island; and

WHEREAS, since 2001, the salary commission has periodically reviewed the salary of members of the City Council, most recently in 2009; and

WHEREAS, a decade has passed since the salary commission last reviewed the salary of members of the City Council; and

WHEREAS, the City Council now desires that the salary commission consistently performs a periodic review of the salary of members of the City Council, to occur in 2019 and every seven years thereafter.

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

Section 1. Chapter 2.74 of the Bainbridge Island Municipal Code is hereby repealed in its entirety and replaced as shown on attached **Exhibit A**.

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: 2019-23

Exhibit A

Chapter 2.74 SALARY COMMISSION

Sections:

- 2.74.010 Created – Membership, appointment, compensation, term.**
- 2.74.020 Vacancies.**
- 2.74.030 Removal.**
- 2.74.040 Mission and responsibilities.**
- 2.74.050 Referendum.**
- 2.74.060 Meetings, officers, records and quorum.**

2.74.010 Created – Membership, appointment, compensation, term.

A. There is created a salary commission for the city. The commission shall consist of seven members, to be appointed by the mayor with the approval of the city council.

B. A member of the commission shall serve until either: the commission completes its salary review and files a salary schedule with the city clerk; or the commission issues a final determination that no salary adjustment is appropriate.

C. Beginning in 2019, a salary commission shall be appointed and shall begin a new salary review as provided herein. Every seven years thereafter, a new salary commission shall be appointed to perform a new salary review in accordance with this chapter.

D. No member of the commission shall be appointed to more than two terms.

E. A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, “immediate family member” means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

F. A member of the commission shall not be appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration.

G. Members shall serve without compensation.

H. Members shall sign a conflict of interest statement in accordance with the city's ethics program upon appointment and any reappointment.

2.74.020 Vacancies.

In the event of a vacancy in office of commissioner, the mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the term of the vacant position in accordance with the city's appointment cycle.

2.74.030 Removal.

A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

2.74.040 Mission and responsibilities.

A. Beginning in 2019, and every seven years thereafter, the commission shall have the duty to review the salaries paid by the city to each elected city official. The commission shall complete its review within 120 days of the first meeting of the commission. The City Council may approve a request from the commission for an extension of the 120-day review period.

B. If after such review the commission determines that the salary paid to any elected city official should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary.

C. Any increase or decrease in salary established by the commission shall become effective and incorporated into the city budget without further action of the city council or the commission.

D. Salary increases established by the commission shall be effective as to all city elected officials, regardless of their terms of office.

E. Salary decreases established by the commission shall become effective as to incumbent city-elected officials at the commencement of their next subsequent terms of office.

F. If after review the commission determines that the salary paid to any elected city official should not be increased or decreased, then the commission shall file a written determination with the city clerk indicating that no salary adjustment is appropriate.

2.74.050 Referendum.

Any salary increase or decrease established by the commission pursuant to this chapter shall be subject to referendum petition by the voters of the city, in the same manner as a city ordinance, upon filing of a referendum petition with the city clerk within 30 days after filing of a salary schedule by the commission. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring 30 days or more after the petition is filed, and shall otherwise be governed by the provisions of the State Constitution and the laws generally applicable to referendum measures.

2.74.060 Meetings, officers, records and quorum.

A. The committee may meet as necessary during the 120-day review period described in BIMC 2.74.040.A but shall establish a regular meeting schedule and announce the specific day and time each month that the committee will conduct its regular meetings during the review period. Meetings shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter 42.30 RCW).

B. Beginning in 2019, and every seven years thereafter that a new commission is appointed by the mayor and approved by the City Council, the commission, at its first regular meeting, shall select from among its members a chairperson and a secretary .

C. Minutes of each meeting, including a record of attendance, shall be prepared by the secretary and approved by the commission and signed by the chairperson at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the commission. The approved meeting minutes shall be posted on the city's website.

D. The city shall provide city email accounts to voting members and related training on the use of email accounts, including personal computer privacy expectations while serving on the commission.

E. A majority of the voting members then serving on the commission shall constitute a quorum.

Exhibit A

Chapter 2.74 SALARY COMMISSION

Sections:

- 2.74.010 Created – Membership, appointment, compensation, term.
- 2.74.020 Vacancies.
- 2.74.030 Removal.
- 2.74.040 Mission and responsibilities.
- 2.74.050 Referendum.
- 2.74.060 Meetings, officers, records and quorum.

2.74.010 Created – Membership, appointment, compensation, term.

A. There is created a salary commission for the city. The commission shall consist of seven members, to be appointed by the mayor with the approval of the city council.

B. A member of the commission shall serve until either: the commission completes its salary review and files a salary schedule with the city clerk; or the commission issues a final determination that no salary adjustment is appropriate. ~~for a three-year term, commencing on July 1st and ending on June 30th three years later. Members shall be appointed to a position number, and the terms are to be staggered, with no more than three positions expiring in any given year. A member may be reappointed, and shall hold office until his or her successor has been appointed and has qualified.~~

C. Beginning in 2019, a salary commission shall be appointed and shall begin a new salary review as provided herein. Every seven years thereafter, a new salary commission shall be appointed to perform a new salary review in accordance with this chapter.

DE. No member of the commission shall be appointed to more than two terms.

ED. A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, “immediate family member” means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

~~FE~~. A member of the commission shall not be appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration.

~~GF~~. Members shall serve without compensation.

~~HG~~. Members shall sign a conflict of interest statement in accordance with the city's ethics program upon appointment and any reappointment.

2.74.020 Vacancies.

In the event of a vacancy in office of commissioner, the mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the term of the vacant position in accordance with the city's appointment cycle.

2.74.030 Removal.

A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

2.74.040 Mission and responsibilities.

A. ~~Beginning in 2019, and every seven years thereafter, the~~The commission shall have the duty, ~~at such intervals as determined by the commission,~~ to review the salaries paid by the city to each elected city official. The commission shall complete its review within 120 days of the first meeting of the commission. The City Council may approve a request from the commission for an extension of the 120-day review period.

B. If after such review the commission determines that the salary paid to any elected city official should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary.

~~CB~~. Any increase or decrease in salary established by the commission shall become effective and incorporated into the city budget without further action of the city council or the commission.

~~DC~~. Salary increases established by the commission shall be effective as to all city elected officials, regardless of their terms of office.

~~E.D.~~ Salary decreases established by the commission shall become effective as to incumbent city-elected officials at the commencement of their next subsequent terms of office.

~~F. If after review the commission determines that the salary paid to any elected city official should not be increased or decreased, then the commission shall file a written determination with the city clerk indicating that no salary adjustment is appropriate.~~

~~E. The commission shall report annually to the city council prior to the start of the budget process.~~

2.74.050 Referendum.

Any salary increase or decrease established by the commission pursuant to this chapter shall be subject to referendum petition by the voters of the city, in the same manner as a city ordinance, upon filing of a referendum petition with the city clerk within 30 days after filing of a salary schedule by the commission. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring 30 days or more after the petition is filed, and shall otherwise be governed by the provisions of the State Constitution and the laws generally applicable to referendum measures.

2.74.060 Meetings, officers, records and quorum.

A. ~~The committee may meet as necessary during the 120-day review period described in BIMC 2.74.040.A but shall establish a regular meeting schedule and announce the specific day and time each month that the committee will conduct its regular meetings during the review period.~~ Meetings shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter 4_2.30 RCW).

B. ~~Beginning in 2019, and every seven years thereafter that a new commission is appointed by the mayor and approved by the City Council, t~~The commission, ~~at its first regular meeting,~~ shall select from among its members a chairperson ~~and a secretary for a one-year term at the first regular meeting of each year.~~

C. ~~For meetings consisting of a majority of the then-serving voting members of the commission, the commission shall provide public notice of the meeting and shall keep a record of its meeting minutes.~~ Minutes of each meeting, including a record of attendance,

shall be prepared by the secretary and approved by the commission and signed by the chairperson at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the commission. The approved meeting minutes shall be posted on the city's web-site.

D. The city shall provide city email accounts to voting members and related training on the use of email accounts, including personal computer privacy expectations while serving on the commission.

E. A majority of the voting members then serving on the commission shall constitute a quorum.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: September 10, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:30 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 Minutes, July 15, 2019](#)

[Race Equity Task Force Minutes, August 15, 2019](#)

[Utility Advisory Committee Minutes, June 26, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



MINUTES

Present: Committee members Derik Broekhoff, Michael Cox, Lara Hansen, David McCaughey, Julie Matthews, Gary Lagerloef, Deborah Rudnick; Council Liaison Ron Peltier

Absent: Committee member Nora Ferm Nickum

Others:

Public: Rick Freeman, Gloria Saylor, Matt Perry (PSE)

The meeting was called to order at 6:32 pm.

Minutes from the previous meeting (June 19, 2019) were approved.

Public Comment

- Gloria Saylor wished to help with Communication track with David
- Matt Perry said that the PSE survey is complete, and they will be hosting a town hall at the end of July. PSE is looking at Public EV Charging pilots – Karen Brubeck

Report Out on Process for Developing Climate Action Plan

- Julie Matthews, Lara Hansen and Jens Boemer assisted in a timeline which bucketed the Committee work added in the Survey Data and the Climate Change Impact Assessment
- We will also recommend that the science portion in the beginning of the Assessment reflects what we have heard from SLR from James and his recent presentation to COBI.
- Survey timeline – it should be ready by mid-September. Plus, a Community Workshop in mid-October or November – interest is in getting those less common from Energy Forums
 - . Provide Info
 - i. Break up into Areas of Interest
 - ii. Feedback will inform

Survey must be 2 weeks before October 19th – promote with COBI Connects, Kristen Drew (Communications Coordinator) --- perhaps the best is EARLY to MID NOVEMBER

- Survey Questions (also updated in Google Doc) reordering of answers for #4, remove of #5 altogether, #9 neighborhood affiliation, #10 free text, and #11 would you consider a resurvey in the future

Climate Action Plan Outline

- Ideally, we would have Draft Plan by end of Jan 2020 – so by our Jan 13th CCAC meeting. With the ability to distribute to Council by March 2020
- It was decided to move away from adding to the title of Climate Action Plan with Adaptation or Mitigation and instead use a tag line after to create the awareness to adaptation and mitigation
- Need to provide more tabular format with actionable items – if you are making a suggestion please track changes
- Assignments were provided for the 5 different sections with a primary and an alternate in each section – see document for assignments



Updates

- Shoreline Master Plan Team – James Rufo-Hill is updating his presentation and will make his report out to 2100 by next week. Friday with Kristi Carr there will be an update from her.
- Green Building – Design Review Board (Nora) is expected to develop a survey in 3 weeks. Ron shared that Solar readiness for new homes and all new city buildings is certainly on the floor – as well as consideration of Solar Access in the siting of new construction. Ron has asked for Study Session on Green Building – There was discussion on having a joint letter from the Design Review Board and CCAC to the Council on moving ahead with a green building program.
- GHG Inventory – Ellen was to have a new date whereby the GHG would be in final copy from Cascadia – Gary will be checking in on the status of an August or Sept date.
 - Strive for Kitsap GHG or BICIA (BI Climate Impact Assessment) + Survey Results on a separate COBI website page

Other Business

- USC/CCAC – a change in the direction of looking at franchise in 2020 and a council desire to understand what is possible that could be written into the agreement.
- Parks Department is seeking assistance with Comp Plan – Terry Landis
- ICLEI as it relates to the GHG inventory and Bainbridge Island High School - how ICLEI has additional resources for Protocols. Jessie Sheldon and Deb Rudnick are looking at getting ICLEI tools (Clear Path). COBI is an ICLEI member and we feel strongly that CCAC should also have access to the same tools.
- Sept 21st Electric Car Day – including e-bikes and Jump Bikes
- New Fire House

Next meeting scheduled for Thursday, August 29 at 6:30 pm.

The meeting was adjourned at 8:10 pm.


Co-Chair 8/29/19
08/29/19



MINUTES

CALL TO ORDER / ROLL CALL / ACCEPT OR MODIFY AGENDA / ACCEPT OR MODIFY MINUTES / CONFLICT OF INTEREST DISCLOSURE – 6:30 PM

- a. Agenda accepted as written

MEMBERS: JAMES FRIDAY, SUSAN WILMOT, BRENDA FANTROY-JOHNSON, JANNA CHAN, SAVANNA ROVELSTAD, PEGGY ERICKSON

COUNCILMEMBER LIAISONS: JOE DEETS, RASHAM NASSAR

GOVERNMENT ALLIANCE ON RACE EQUITY PROPOSAL DISCUSSION

The current plan is to request Bainbridge Island becomes a member of GARE and invest in additional services from GARE.

DRAFT PROPOSAL SCHEDULE:

- Draft proposal: Week of August 5
- RETF Study Session: August 15
- Feedback on Draft 1: August 23
- Final draft: August 30
- Prepare for city council presentation: September 5 RETF business meeting
- **Aim to present to city council on October 1**

CITY COUNCIL PRESENTATION

- b. Have we answered “why” this investment is critical right now?
 - i. Brenda: this work sets the foundation for race equity moving forward. We need experts to help facilitate otherwise we’ll be spinning our wheels or making uninformed decisions.
 1. We can coordinate people to tell stories.
 2. **Comprehensive Plan: Guiding principle #3 and #6 – housing, budget decisions – we are supporting your plan**
 3. We should look at staff participation as a benefit. A training that all employees should have.
 - ii. Sue: The city asked us to look into this. The investment is not only financial, but it’s also time. We ask that the city prioritize this work
 - iii. Savanna: Look around you – POCs are being overshadowed and dehumanized.
 - iv. Peggy: There have been numerous reports on BI. This is in response.
 1. Public testimony: November city council meeting?
 2. Does the city have a training plan or cultural competency training for the city?
 - a. Council Member Nassar: No. I recall reading a non-discrimination clause for contractors. I imagine it applies to staff, but this would be a good thing to investigate – the employee handbook.
 - v. James: The police do their own investigations of discrimination complaints. I don’t think there is oversight.
 1. People don’t know what to do. They don’t feel safe. They ask, “who supports me?”
 - vi. Council Member Deets: There are public listing of complaints, but not a lot of details.
 1. Be explicit that members of the police department should participate in the workshops.
 2. Why not: Cost and staff time and scope of work. It is in the approved scope of work from the city council. It is also in line with the city’s comprehensive plan. Make the case that this investment keeps the council accountable and allows us to explain our choices to the public.
 3. We should talk to other jurisdictions – can GARE provide contact info?
 - vii. Council Member Nassar: Lead with the comprehensive plan – guides the committees’ workplans. These are action items in the comp plan. Investigate the comp plan – housing focuses on diversity. You need to make sure your community is a place that welcomes diversity.
 1. Propose comp plan amendments
 2. Ask yourself – what makes this different? We’re not asking you to become an expert. It’s acknowledging that we all have implicit biases.



- viii. Look into the precautionary principle – I believe it's applicable to this body of work.
- ix. What data can we share highlighting the need?
 - 1. Growing population of POC (youth?)
 - 2. BISD – bus incident
- c. What are the consequences of not approving the proposal?
 - i. Brenda: You created us to advise the council. You will have to answer to the people of BI.
 - ii. Sue: We will be asking: What parts of it do you not like? What are the obstacles?
- d. How does this investment connect/bolster/support other initiatives?
 - i. Comprehensive Plan
 - ii. “Welcoming City” commitment
- e. Why are the reasons this proposal would *not* be approved?
 - i. Cost
 - ii. Capacity (staff time)
 - iii. Scope of work
- f. Action Steps:**
 - i. Janna: Ask GARE to connect Council Member Deets with other jurisdictions – cost and model, milestones
 - ii. Janna: Ask GARE to remove “optional” from workshops 3 and 4; pad preliminary costs
 - iii. Finalize agenda packet by September 9: City needs 2 -3 weeks to review
 - iv. RETF will organize to meet with city council members (identify a few other advocates to lobby ahead of study session)
 - v. Check office hours on city website
 - 1. Kol: 10 – 12pm at T&C
 - a. Sue and James
 - 2. Leslie: Office Expats 4:30pm – 6pm
 - a. Peggy and Janna
 - 3. Sarah: Sue
 - 4. Ron: Brenda and Kian
 - vi. Request citizens to lobby after study session**
 - vii. Examples from other cities – action plans
 - viii. Janna: Draft talking points and sample email language

Adjournment – 8 PM


James Friday, Chair
09/05/2019
09/05/19



CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, JUNE 26, 2019

Minutes

Call to Order / Roll Call / Accept or Modify Agenda / Conflict of Interest Disclosure

Present:

Co-Chairs: Jeff Kanter, Andy Maron

Members: Charles Averill, Sheina Hughes, Ted Jones, Steve Johnson, Martin Pastucha, and Emily Sato

Council Rep: Rasham Nassar

Staff Rep: Barry Loveless

Absent: Nancy Nolan

Change in Committee Members: Steve Johnson's term has ended in Position 5 and Jeff Kanter's term has ended in Position 6. Andy Maron presented certificates of appreciation for Steve and Jeff from the City. Their hard work and enthusiasm will be missed by the UAC. Position 5 is now filled by Sheina Hughes. She is currently a ~~principal~~ ^{vice president} with the architect/engineering firm of Stantec, with 400 offices globally and 22,000 employees. She has also been City Engineer for Chandler AZ. Position 6 is now filled by Martin Pastucha who has been Public Works Director in Santa Monica and Redmond. Welcome new members. Ted Jones has been reappointed to Position 7. Additionally Barry Loveless is stepping down as Public Works Director to be lead project manager for the new Police Facility.

Minutes from 22 May and 12 June accepted with no corrections.

Follow up to UAC presentations made to Council on 18 June: Both the Fire Code recommendation and the Heightened Utility Review recommendation were deferred to Staff. Councilperson Nassar noted that the City Manager and staff are beginning to look at the legal boundaries of utility franchise agreements.

Update on Small Water System Policies: Nothing to report.

Discussion of Emerald Heights water system: UAC discussed a draft memo from the UAC to the City Manager suggesting the City Staff initiate discussions with the system owner. We learned the water system has already initiated discussions with PW. Further, Barry has had discussions with KPUD. The water system is surrounded by the KPUD system so there is efficiency in combining with them. However, the neighborhood is already part of the COBI sewer system and the customers have accounts with the City. Barry noted that PW could be in the satellite system management business if the Council wants it to be but is not currently resourced to do so. UAC did not forward the memo or take other action.

Discussion of 2019 Work Plan. Andy distributed a brief summary chart of progress to date. Briefly:

- Water/Sewer Rate Study is complete.
- Small Water System Policy – work continues.
- Heightened Utility Review – process defined. Waiting on tasking from Council.
- Stormwater Study – will not occur until 2020.
- Sewer Tertiary Study – waiting for RFQs.
- CIP Project Reviews – likely in late summer.

Good of the order and adjournment. Agreed not to meet in July. Next meeting 14 August.

Chair

8/28/19