



**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, FEBRUARY 25, 2025**

**COUNCIL CHAMBERS
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA**

AND

**REMOTE MEETING ON ZOOM
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](https://bainbridgewa.zoom.us/j/92947338351)
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351**

AGENDA

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE - 6:00 PM

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

3. PRESENTATION(S)

3.A (6:10 PM) Approve Proclamation Declaring February 2025, as National Parent Leadership Month, 5 Minutes
[Proclamation - National Parent Leadership Month.docx](#)

4. PUBLIC COMMENT - 6:15 PM

In person public comment is accepted at this time on any topic of public interest. Each commenter will have three minutes, or such amount as the meeting chair determines, to speak. Public comment is not taken on individual agenda items during the meeting. For items scheduled for a public hearing, comment is accepted from an individual only one time, either during public comment or during the hearing. Public comment is simply received by the Council, with no response, and Council cannot deliberate on items that are not on the agenda. The lack of comment is not an endorsement or a denial of the comment. Please refer to guidelines and instructions for public comment, including orderly behavior and civility in remarks, attached below. Remote public comment is allowed with advance notice by noon on the date of the meeting to the City Clerk, provided that all remote commenters shall be required to display their true name and to keep their camera turned on to show their true uncovered face while delivering their comments.

4.A Guidelines and Instructions for Public Comment, 30 Minutes
[Guidelines and Instructions for Providing Public Comment.pdf](#)

5. CONSENT AGENDA - 6:45 PM

All items listed under this section are considered to be routine and will be acted upon with one motion and one vote. There will be no separate discussion of these items unless a member of the City Council, or City Manager so requests, in which event, the item will be considered separately in its normal sequence.

5.A Agenda Bill for Consent Agenda, 5 Minutes

5.B Approve Payroll
Council Report 02-20-25.pdf

5.C Approve City Council Meeting Minutes
Special City Council Meeting Minutes, February 4, 2025.pdf
Regular City Council Business Meeting Minutes, February 11, 2025.pdf

5.D Authorize the City Manager to Execute a Construction Contract with Security Solutions NW LLC for the City Hall Security Upgrades Project (\$156,777.35 - Capital Construction Fund) and Authorize a Related General Fund Budget Amendment in the Amount of \$48,000.00 to Support the Project - Public Works,
SWR City Hall Security Upgrade Security Solutions NW LLC CC.docx
Bid Form_City Hall Security Upgrade.pdf
Security_System_Upgrade_Camera Locations.pdf

5.E Authorize the City Manager to Execute a Professional Services Agreement with Tetra Tech, Inc. for 30% Design and Permitting for the Wastewater Treatment Plant (WWTP) Outfall Extension Project (\$695,522.00 - Sewer Fund) - Public Works
PSA WWTP Outfall Extension 30 Design Tetra Tech.docx
WWTP CIP Project Page.pdf

5.F Adopt Ordinance No. 2025-05, Extending Sunset Provision for Bonus Floor Area Ratio (FAR) Program for Additional Six Months - Planning, 5 Minutes
Ordinance No. 2025-05 Relating to Revising Bonus Floor Area Regulations.docx

5.G Authorize the City Manager to Execute a Construction Contract with SCI Infrastructure, LLC for the Off-Site Water Main and Pressure Release Valve (PRV) Improvements (Winslow Water Tank) Project (\$6,026,955.48, Water Fund) - Public Works
FBB Off-Site Water Main SCI Infrastructure LLC.docx
Bid Form_Off-Site Water Main and PRV Improvements_02.07.25.pdf
CIP_Winslow Water Tank Replacement Project_00988.pdf
Offsite Project Map.pdf

5.H Adopt Ordinance No. 2025-04 Amending Chapter 15.30 of the City of Bainbridge Island Municipal Code to Reduce Traffic Impact Fees for Certain Commercial Redevelopment Activities - Public Works, 5 Minutes
Ordinance 2025-04 Traffic Impact Fees.docx

5.I Approve No Cost Contract for Proof of Concept for Enforcement of Ferry Line Cutting, 10 Minutes
Jenoptik Proof of Concept Agreement Signed.pdf

5.J Cancel the March 4, 2025, City Council Study Session

6. COUNCIL ANNOUNCEMENTS - 6:50 PM

7. CITY MANAGER'S REPORT - 7:00 PM

7.A Receive City Manager's Report, 5 Minutes
2024 Year End Workplan_Memo_for CC 02252025.pdf
2024 Year End Work Plan Attachment for CC 02252025.pdf

8. REGULAR BUSINESS

- 8.A (7:05 PM) Receive Monthly Report on Winslow Subarea Plan and Comprehensive Plan Updates - Planning, 30 Minutes**

9. COMMUNICATIONS - 7:35 PM

- 9.A Consider Request for an Agenda Item to Discuss Implementing Water Conservation Measures on Bainbridge Island, 5 Minutes**
[JDeets - Water Conservation 02192025.pdf](#)

10. ADJOURNMENT - 7:40 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 Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:10 PM) Approve Proclamation Declaring February 2025, as National Parent Leadership Month,

SUMMARY: The attached proclamation declares February 2025, as National Parent Leadership Month.

AGENDA CATEGORY: Proclamation

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the proclamation declaring February 2025, as National Parent Leadership Month.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Proclamation - National Parent Leadership Month.docx](#)



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring February 2025, as “National Parent Leadership Month.”

WHEREAS, authentic Parent Leadership occurs when parents have the opportunity to partner with others and present a “parent perspective and lens” to inform policies and programs that support the growth of protective factors leading to strong families and communities; and

WHEREAS, Parent Leadership and Partnership are a critical and effective way to help families identify and build upon their strengths for themselves and their families and the next generation of Kitsap County residents by preventing child abuse and neglect; and

WHEREAS, Kitsap Strong, as a collective impact initiative, supports, encourages and acknowledges partnerships between parents and community stakeholders, leaders, and policy makers as critical to developing strong communities in our county; and

WHEREAS, Kitsap Strong has a vision of a community where each person flourishes and all parents raise their children with consistency and nurturance to develop resilience, with the goal to mobilize our community through dialogue involving parent leadership and action to prevent Adverse Childhood Experiences in the next generation through building individual and community resilience; and

WHEREAS, Kitsap Strong as a partner to the Children’s Trust Fund Alliance, a national prevention organization who supports, encourages and acknowledges partnerships between parents and community stakeholders, leaders, and policy makers as critical to developing strong communities nationwide; and

WHEREAS, Parent Leadership can help with building strengths-based communities that thrive based on protective factors; and

WHEREAS, Parent Leadership through Partnership is successfully achieved when parents are partners in the planning, implementation, oversight and evaluation of policies, practices, and programs that affect families and communities by receiving support and training and having multiple opportunities to share their expertise; and

WHEREAS, parents each year are partnering with others so together they can build stronger, safer communities where all children can thrive; and

WHEREAS, parents can have a powerful impact by sharing their lived expertise and they will continue to have a positive impact on the lives of families across our nation and world; and

WHEREAS, many organizations across the community and state support and provide such partnership opportunities for parents; and

WHEREAS, National Parent Leadership Month is an opportunity to recognize, honor, and celebrate these parents. They have a vital role in their local community, state and nation and across the world.

NOW, THEREFORE, I, Ashley Mathews, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby declare February 2025, as

NATIONAL PARENT LEADERSHIP MONTH

in the City of Bainbridge Island and encourage all residents to join us in this recognition.

DATED this ___ day of February 2025

Ashley Mathews, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: Guidelines and Instructions for Public Comment,

SUMMARY:

AGENDA CATEGORY: Presentation

PROPOSED BY: City Council

RECOMMENDED MOTION:

Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Guidelines and Instructions for Providing Public Comment.pdf](#)



CITY OF
BAINBRIDGE ISLAND

CITY CLERK'S OFFICE

Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov. Members of the public who wish to provide public comment in-person at a City Council business meeting should sign up to speak on the sign-in sheet by the Chamber doors. The Mayor will call the people signed up on the sign-in sheet, and speakers will have three minutes to speak from the podium. Please speak directly into the microphone, which is adjustable. A timer on the screen will indicate when 3 minutes (or such other time set by the Mayor) has elapsed. The Deputy Mayor will also hold a sign indicating when 30 seconds of the allotted time remains.

Guidelines for public comment are below. Remote public comment is allowed with advance notice to the City Clerk by noon on the date of the meeting at cityclerk@bainbridgewa.gov, provided that all remote commenters shall be required to display their true name and to keep their camera turned on to show their true uncovered face while delivering their comments.

Excerpts from the Governance Manual regarding public comment:

5.6 Respect and Decorum

It is the duty of the Presiding Officer and Councilmembers to maintain dignity and respect for their offices, City staff, and the public. While the Council is in session, the Councilmembers shall preserve civility, order and decorum. No member of the public shall, by conversation or otherwise, delay, disrupt, or interrupt the proceedings of the Council, nor engage in any of the prohibited behavior described below. Councilmembers and the public shall obey the proper orders of the Presiding Officer of the meeting.

5.6.1 Orderly Behavior and Civility in Remarks

Any person disrupting the business of the Council, either while addressing the Council or attending the proceedings, shall be asked to leave, or be removed from the meeting. Continued disruptions may result in a point of order by the Presiding Officer or a Councilmember pursuant to the Council's parliamentary rules, or a recess, forced removal, or adjournment as described elsewhere in this manual. Disruptive behavior includes, but is not limited to, the following:

- (a) Speaking without being recognized by the Presiding Officer.
- (b) Continuing to speak after the allotted time has expired.
- (c) Speaking on an item at a time not designated for discussion by the public of that item, such as speaking on a quasi-judicial item at a time other than during a public hearing or closed record proceeding on the matter.
- (d) Throwing objects.

- (e) Speaking on an issue that is not a public topic, in violation of Section 9.12.2.
- (f) Speaking in favor of or in opposition to a ballot proposition or a candidate for public office, provided, that public comment is allowed when the City Council is considering taking a collective position in favor of or in opposition to a ballot proposition as authorized in RCW 42.17A.555.
- (g) Impersonating a City Councilmember or a member of the City staff.
- (h) Shouting or otherwise engaging in loud or boisterous behavior.
- (i) Continuing to make repetitive remarks after being requested not to do so by the Presiding Officer or a majority of the City Council.
- (j) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.
- (k) Booing, hissing, or otherwise disrupting the comments of another speaker.
- (l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, under circumstances where such words constitute “fighting words” under constitutional law.
- (m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2 Permission Required to Address the Council

Persons other than Councilmembers and Administration shall be permitted to address the Council only upon recognition and introduction by the Presiding Officer of the meeting.

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9.12.2 Subjects – Whether or Not on the Current Agenda

Public comments received during the public comment period may be on any public topic, whether or not on the agenda, but a comment on the subject that is covered by a public hearing at that meeting must be made during the period of the public hearing. All public comment shall be made consistent with Section 5.6.

9.12.3 Use of Microphones

Comments shall be made directly into the microphone, as it is necessary for the public record and for the audience to hear all proceedings. No comments shall be made from any other location.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Agenda Bill for Consent Agenda,

SUMMARY: Council will consider approval of the Consent Agenda.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to approve the Consent Agenda as presented.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME:

AGENDA ITEM: Approve Payroll

SUMMARY: Council will consider approval of payroll.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve payroll.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Council Report 02-20-25.pdf](#)



CITY OF
BAINBRIDGE ISLAND

PAYROLL REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

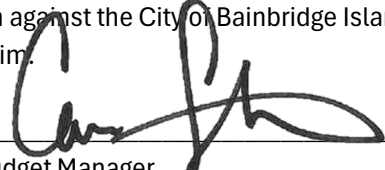
PAYROLL CHECK RUN: 02-20-2025

Run Type	Date	Check # Sequence	Comments	Amount
Normal	2/20/2025	63580 - 63722	Regular check run (Direct Dep)	482,598.63
EFTPS	2/20/2025	EFTPS	Federal Tax Electronic Transfer	192,639.11
EFT	2/20/2025	ACH	DSHS	147.08
Normal	2/20/2025	110607 - 110614	Vendor check run (Paper Checks)	154,678.83
			TOTAL:	\$ 830,063.65

Prepared and Reviewed by: 
DeAnna Houser, Payroll Specialist

Date 02/20/2025

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.


Carrie Freitas, Budget Manager

Date 02/20/2025



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME:

AGENDA ITEM: Approve City Council Meeting Minutes

SUMMARY: Council will consider approval of City Council meeting minutes.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve City Council Meeting Minutes.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Special City Council Meeting Minutes, February 4, 2025.pdf](#)

[Regular City Council Business Meeting Minutes, February 11, 2025.pdf](#)



**SPECIAL CITY COUNCIL MEETING
TUESDAY, FEBRUARY 4, 2025**

**416 Sid Snyder Avenue SW
Olympia, WA 98504**

Meeting Minutes

Mayor Mathews, Deputy Mayor Quitslund, and Councilmembers Moriwaki and Deets attended a series of short informal meetings with state legislators together with the City's lobbyists, Briahna Murray and Amina Abdalla of Gordon Thomas Honeywell Government Relations, and City Manager King on Tuesday, February 4, 2025, in the legislative building at 416 Sid Snyder Avenue SW, Olympia, Washington from 11:15 a.m. to 5:00 p.m. Councilmembers Fantroy-Johnson, Hytopoulos, and Schneider were absent.

The Bainbridge Island delegation met with Senator Bob Hasegawa, Senator Deborah Krishnadasan, Senator Jim McCune, Representative Rob Chase, and Representative Kevin Waters. Topics discussed included the Winslow workforce housing project, protecting the privacy of City newsletter subscribers, the High School Road fish passage, and reliable ferry service and ferry line management.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



**REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, FEBRUARY 11, 2025**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Mathews called the meeting to order at 6:00 p.m. in Council Chambers and on the Zoom webinar.

Mayor Mathews, Deputy Mayor Quitslund, and Councilmembers Deets, Fantroy-Johnson, Hytopoulos, Moriwaki, and Schneider were present.

Mayor Mathews led the Pledge of Allegiance and read the Land Acknowledgement.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Moriwaki moved and Deputy Mayor Quitslund seconded to approve the agenda as presented. The motion carried unanimously, 7-0.

There were no conflicts of interest disclosed.

3) PRESENTATION(S)

3.A Receive Presentation from Kitsap Transit Recognizing the Service of Councilmember Schneider on the Kitsap Transit Board
[Cover Page](#)

Kitsap Transit Executive Director Clauson recognized Councilmember Schneider for her service on the Kitsap Transit Board.

3.B Present Proclamation Declaring February 2025, as "Black History Month"
[Cover Page](#)
[Black History Month Proclamation 2025.docx](#)

Councilmember Fantroy-Johnson read the proclamation. Akuya Karen Vargas and Race Equity Advisory Committee Co-Chairs Renni Bispham and Olivia Hall accepted the proclamation.

3.C Approve Proclamation Recognizing the Service of Accounting Manager Karl Shaw upon his Retirement
[Cover Page](#)
[Proclamation Recognizing Karl Shaw.docx](#)

Deputy Mayor Quitslund read the proclamation.

MOTION: I move to approve Proclamation recognizing the thirty (30) years of service of Accounting Manager Karl Shaw.

Moriwaki/Fantroy-Johnson: The motion carried unanimously, 7-0.

Accounting Manager Shaw accepted the proclamation.

3.D Approve Proclamation Recognizing the Service of Executive Assistant Roz Lassoff upon her Retirement

[Cover Page](#)

[Proclamation Recognizing Roz Lassoff.docx](#)

Councilmember Deets read the proclamation.

MOTION: I move to authorize the Mayor to sign the proclamation recognizing the thirty-one (31) years and seven (7) months of service of Executive Assistant Roz Lassoff.

Deets/Moriwaki: The motion carried unanimously, 7-0.

Executive Assistant Lassoff accepted the proclamation.

4) PUBLIC COMMENT

4.A Guidelines and Instructions for Public Comment

[Cover Page](#)

[Guidelines and Instructions for Providing Public Comment.pdf](#)

Mary Clare Kersten spoke about the Groundwater Management Plan presentation materials.

Pam Churchill spoke about affirming that Bainbridge Island is a welcoming and inclusive city.

Maria Metzler, Executive Director of Helpline House, spoke in favor of the Ordinance amending electric vehicle charging requirements.

Debby Haase expressed appreciation for welcoming and inclusive city legislation and work.

Rachael Reese commented on Police policies relating to immigration enforcement.

Jill Bamburg, President of Bainbridge Island Rowing, commented on the rental of Waterfront Park platform.

Lisa Neal spoke about the Comprehensive Plan update.

Ron Peltier commented on the Groundwater Management Plan.

Joe McMillan commented on agenda item 8.E relating to ferry line monitoring.

Melanie Keenan spoke about the Groundwater Management Plan.

Malcolm Gander spoke about the Groundwater Management Plan.

Jonathan Davis commented on the electric vehicle charging amendments and Grow Avenue traffic calming.

Althea Paulson spoke about reaffirming the welcoming and inclusive city resolution.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda
[Cover Page](#)

Deputy Mayor Quitslund asked for removal of agenda item 5.D for discussion.

MOTION: I move to approve the Consent Agenda with the removal of item 5.D.

Moriwaki/Fantroy-Johnson: The motion carried unanimously, 7-0.

5.B Approve Accounts Payable and Payroll

[Cover Page](#)

[Council Report 02-05-25.pdf](#)

[AP Report to Council of Cash Disbursements 01-30-25.pdf](#)

5.C Approve City Council Meeting Minutes

[Cover Page](#)

[City Council Study Session Minutes, January 21, 2025.pdf](#)

[Special City Council Meeting - Executive Session Minutes, January 28, 2025.pdf](#)

[Regular City Council Business Meeting Minutes, January 28, 2025.pdf](#)

5.E Authorize the City Manager to Extend the Period of Exclusive Negotiation with Low Income Housing Institute (LIHI) to Continue Negotiation of a Development Agreement for the Development and Operation of an Affordable Housing Development at 625 Winslow Way

[Cover Page](#)

5.F Authorize the City Manager to Execute Amendment No. 10 to the Professional Services Agreement with Pertect, Inc. to Support the 100% Design Plans for the Eagle Harbor Drive / Wyatt Way Non-Motorized Improvements Project and the Eagle Harbor Drive Cooper Creek Fish Passage Project (\$54,076.00, Capital Construction Fund; \$196,660.00, Storm and Surface Water Management Fund) - Public Works

[Cover Page](#)

[Eagle Harbor Wyatt Way NM PSA Amendment No 10.docx](#)

[Exhibit A EHD NonMotorized Supp10 Design SCOPE FINAL 2024-11-08.pdf](#)

[Exhibit B EHD FishPassage Supp10 DesignScope 2025-01-10.pdf](#)

[CIP Connecting Centers - Eagle Harbor Drive Wyatt Way Non-Motorized Improvements 00968.pdf](#)

[CIP Eagle Harbor Drive Cooper Creek Fish Passage 01107.pdf](#)

[EHD Wyatt Location Map.pdf](#)

5.G Adopt Ordinance No. 2025-01 related to Electric Vehicle Charging Zoning Code Amendments - Executive

[Cover Page](#)

[Ordinance No. 2025-01 Regarding EV Parking for CC 01282025.docx](#)

ITEM REMOVED FROM THE CONSENT AGENDA

5.D Adopt the Stormwater System Plan - Public Works

Cover Page

Stormwater System Plan Summary Memo 010125_.pdf

Stormwater System Plan_Reduced.pdf

Deputy Mayor Quitslund commented on the Stormwater Management Plan.

MOTION: I move to adopt the Stormwater System Plan as presented to us in the agenda packet.

Quitslund/Deets: The motion carried unanimously, 7-0.

6) COUNCIL ANNOUNCEMENTS

Council members provided an update on local and regional meetings and events.

7) CITY MANAGER'S REPORT

7.A Receive City Manager's Report

Cover Page

Police Activity and Performance Measures 2024.pdf

Updated Memo - COBI Youth Engagement 1.30.25.pdf

City Manager King provided an update on youth engagement and police activity and performance measures. Police Chief Clark provided additional information.

8) REGULAR BUSINESS

8.A Reaffirm Resolution No. 2017-09, Bainbridge Island's Welcoming and Inclusive City Resolution, and Ordinance No. 2017-06 Relating to Community Policing

Cover Page

ORD NO. 2017-06 COMMUNITY POLICING.pdf

RES NO. 2017-09 COBI AS A WELCOMING AND INCLUSIVE CITY.pdf

Councilmember Moriwaki read Resolution No. 2017-09, and Mayor Mathews read Ordinance No. 2017-06. Council discussed the topic.

MOTION: I move to reaffirm Resolution No. 2017-09, Bainbridge Island's Welcoming and Inclusive City Resolution (2017-09), and Ordinance No. 2017-06 Relating to Community Policing.

Deets/Fantroy-Johnson: The motion carried unanimously, 7-0.

8.B Discuss Groundwater Management Plan Update - Public Works

Cover Page

GWMP City Council Update 021125_FINAL.pptx

GWMP Community Concerns Response Memo_Final.pdf

City Manager King introduced the agenda item. Public Works Director Wierzbicki provided a presentation. Luke Flores, Project Manager, from EA Engineering, Science, and Technology, Inc. joined the meeting remotely. Council discussed the topic.

MOTION: I make a motion that the City Council direct the City Manager to explore the appropriate entity, and questions to be asked, etc., best practices, for peer review of the Groundwater Management Plan when it has been produced.

Hytopoulos/Deets: The motion carried 5 – 2.

AYES: Brenda Fantroy-Johnson, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider

NOES: Jon Quitslund, Ashley Mathews

ABSENT: None

ABSTAIN: None

There was consensus to allow Council members to submit individual questions to the City Manager to be addressed by the consultant.

8.C Consider Ordinance No. 2025-04 Amending Chapter 15.30 of the City of Bainbridge Island Municipal Code to Reduce Traffic Impact Fees for Certain Commercial Redevelopment Activities - Public Works

[Cover Page](#)

[Ordinance_2025-04_Traffic_Impact_Fees.docx](#)

City Manager King introduced the agenda item. Public Works Director Wierzbicki provided additional information.

MOTION: I move to forward Ordinance No. 2024-04 to the February 25, 2025, Regular Business Meeting for introduction.

Deets/Moriwaki: The motion carried unanimously, 7-0.

8.D Consider Resolution No. 2025-03 Amending the Fee Schedule by Adding Fees for Renting the Lawn Area Adjacent to the Rowing Club at Waterfront Park and for Short-Term Moorage at the City Dock - Executive

[Cover Page](#)

[Resolution No. 2025-03 Adding a Fee for Renting the Pad Adjacent to the Rowing Club at Waterfront Park and Short-Term Moorage.docx](#)

[Resolution No. 2025-03 Exhibit A - Relating to Addition of Certain City Fees SECTION 12 ONLY.docx](#)

City Manager King introduced the agenda item, and Council discussed the topic.

MOTION: I move to adopt Resolution No. 2025-03 Amending the Fee Schedule by adding two fees: one for renting the lawn area in Waterfront Park that is adjacent to the Rowing Club, and one to provide for Short-Term Moorage at the City Dock.

Fantroy-Johnson/Moriwaki: The motion carried unanimously, 7-0.

8.E Consider Contract for Proof of Concept for Enforcement of Ferry Line Cutting

[Cover Page](#)

[Jenoptik Proof of Concept Agreement Signed.pdf](#)

City Manager King introduced the agenda item. Police Chief Clark provided additional information. The contract will be forwarded to a future Council meeting with the complete scope of work and insurance exhibit.

8.F Endorse Public Engagement Exercise for Alternative Transportation Project
Cover Page

City Manager King introduced the agenda item. Mayor Mathews provided additional information.

MOTION: I move to endorse the proposed Washington Collaborative Elected Leaders Institute (WA CELI) public engagement exercise related to Alternative Transportation Project(s) and provide up to \$1,000 from Council Contingency funds.

Moriwaki/Deets: The motion carried unanimously, 7-0.

9) ADJOURNMENT

Mayor Mathews adjourned the meeting at 9:16 p.m.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Construction Contract with Security Solutions NW LLC for the City Hall Security Upgrades Project (\$156,777.35 - Capital Construction Fund) and Authorize a Related General Fund Budget Amendment in the Amount of \$48,000.00 to Support the Project - Public Works,

SUMMARY:

The City Hall Security Upgrade Project will upgrade the existing security system hardware to meet modern standards and will align with the new security system software recently installed at the Ted Spearman Justice Center. The scope of the project includes new motion sensors, keypads and card reader access controls that will be connected to the existing City Hall intrusion system, as well as the installation of 8 new security cameras - 8 at exterior doors, and one in the City Hall lobby (see the attached camera plan.)

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Authorize the City Manager to execute a construction contract with Security Solutions NW LLC in the amount of \$156,777.35 for the City Hall Security Upgrade Project and authorize a related General Fund budget amendment in the amount of \$48,000.00 to support the project.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned at this time.

FISCAL IMPACT:

Amount:	\$156,777.35
Ongoing Cost:	
One-Time Cost:	\$156,777.35
Included in Current Budget?	false

BACKGROUND: The City Hall Security Upgrade Project will upgrade the existing security system hardware to meet modern standards, and will align with the new security system software recently installed at the Ted Spearman Justice Center.

The scope of the project includes new motion sensors, keypads and card reader access controls that will be connected to the existing City Hall intrusion system, as well as the installation of 8 new security cameras - 8 at

exterior doors, and 1 in the City Hall lobby (see the attached camera plan.) The new Genetec Security System software will allow staff to view live camera footage, lock down the City Hall building from a central location, provide screens at exits with live camera footage, and upgrade a server for video storage.

Bids for the project were solicited through the MRSC Small Works Roster. The bid review was held on February 7, 2025, and four bids were received.

City staff reviewed the bid results and the contractor's qualifications and recommends that City Council award the City Hall Security Upgrades project to the apparent low bidder, Security Solutions NW LLC in the amount of \$156,777.35. See the attached bid form. The engineer's estimate is \$200,016.18

ATTACHMENTS:

[SWR City Hall Security Upgrade Security Solutions NW LLC CC.docx](#)

[Bid Form_City Hall Security Upgrade.pdf](#)

[Security_System_Upgrade_Camera Locations.pdf](#)

**CITY OF BAINBRIDGE ISLAND
SMALL WORKS CONTRACT
(\$150,000 - \$350,000)**

THIS SMALL WORKS CONTRACT (“Contract”) is entered into between the City of Bainbridge Island, a Washington municipal corporation (“City”), and Security Solutions NW LLC, a Washington state limited liability corporation (“Contractor”).

In consideration of the terms and conditions set forth in this Contract, the City and the Contractor (each individually a “Party” and collectively the “Parties”) agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete, in accordance with this Contract and to the satisfaction of the City, the public works project known as the City Hall Security System Upgrade (“Project”). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Insurance Requirements (**Attachment A**)
- Declaration of Retainage (**Attachment B**)
- Scope of Work (**Attachment C**)
- Payment and Performance Bonds (**Attachment D**)
- Guarantee Form (**Attachment E**)
- Maintenance Bond (**Attachment F**)
- Standard General Conditions, Supplemental Conditions and Technical Specifications (**Attachment G**)
- Schedule of Prevailing Wages
(see <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>)

2. Notice to Proceed, Time of Completion. This Contract shall become effective upon execution by both Parties. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within 90 calendar days from the City’s issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed One Hundred Fifty-Six Thousand Seven Hundred Seventy-Seven and 35/100 Dollars (\$156,777.35), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in the previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under chapter 60.28 RCW, whichever is later. The Contractor shall complete **Attachment B** to this Contract.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to public works and building service maintenance contracts funded in part or in whole with federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor shall submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the

Department of Labor and Industries of the State of Washington, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless.

5.1 Defense, Indemnification, and Hold Harmless. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

5.2 Liability for Damages Caused by Concurrent Negligence. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

5.3 Inspection and Acceptance. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

5.4 No Third Party Right of Indemnification. Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

6.1 Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

6.2 Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract. The Contractor shall complete **Attachment C** to this Contract.

6.3 Violation of this Section. Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

8. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of chapter 19.122 RCW. The Contractor shall be responsible for compliance with chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of one (1) year after the City’s final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor’s work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. The Contractor shall be responsible for correcting all defects in the performance of the work and/or related to materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the performance of the work and/or related to the materials in the corrected work for one year after the acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of the City’s mailed notice of discovery and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from a delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written change order properly signed by both parties.

11.2 Change Orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for

contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by the Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE AND WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall maintain the insurance described in **Attachment A:**

15. Payment and Performance Bonds. The Contractor shall provide Payment and Performance bonds to the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City as shown on **Attachment E**. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries in settlement of any liens filed under chapter 60.28 RCW, whichever is later.

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (**Attachment D**) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient by giving ten (10) days' written notice to the Contractor.

If this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work

(Attachment D) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. **Attorney's Fees and Costs.** If any legal proceeding is brought related to the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. **General Administration.** The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

21. **Relationship of Parties.** The parties intend that an independent contractor relationship will be created by this Contract. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to the Contractor or its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives, and subcontractors during the performance of this Contract. The City may, during the term of this

Contract, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the later of the signature dates included below.

SECURITY SOLUTIONS NW, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Blair King, City Manager

Title: _____

Tax I.D. #: _____

City Bus. Lic. #: _____

CONTRACTOR CONTACT:

Print Name: _____

Address: _____

Phone: _____

Email: _____

Contractor License #: _____

(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

CITY CONTACT:

Aaron Claiborne, Engineering Project Manager

City of Bainbridge Island

280 Madison Ave N

Bainbridge Island, WA 98110

Phone: 206.780.3701

Email: aclaiborne@bainbridgewa.gov



City of Bainbridge Island Public Works Department Engineering

CITY HALL SECURITY UPGRADE

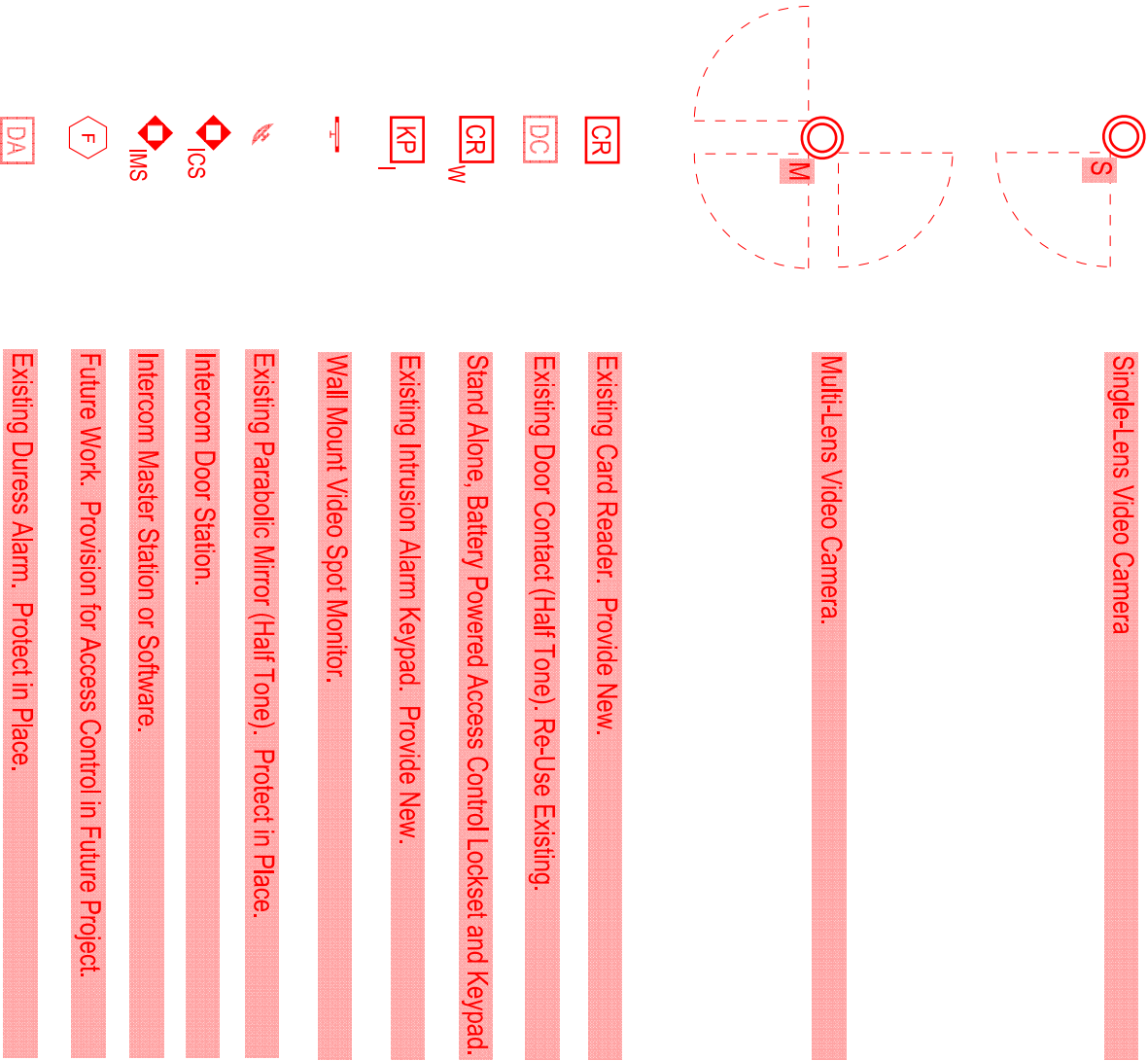
Bid Opening Date: February 7, 2025

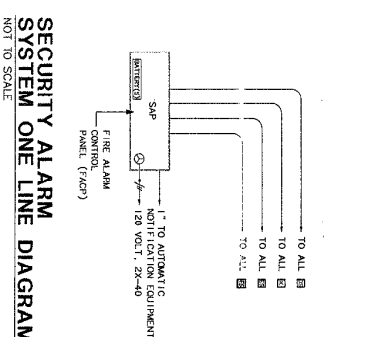
Bids Open @ 10:00am

Note: Bids Are Opened in Order Received. Bids Solicited by: ☐ Advertisement ☒ Small Works Roster The Engineers Estimate is: \$200,016.18					
	Bidder n/a EC Electric	Bidder #1 Security Solutions NW LLC	Bidder #2 Bird Electric Corporation	Bidder #3 Synergy Electrical Contracting	
Proposal	✓	✓	✓	✓	
Signature Page – Addenda 1-5 Acknowledged	X	✓	✓	✓	
Non-Collusion Declaration	✓	✓	✓	✓	
Statement of Bidders Qualifications	✓	✓	✓	✓	
TOTAL BASE BID AMOUNT	n/a	\$156,777.35	\$261,104.84	\$275,413.32	

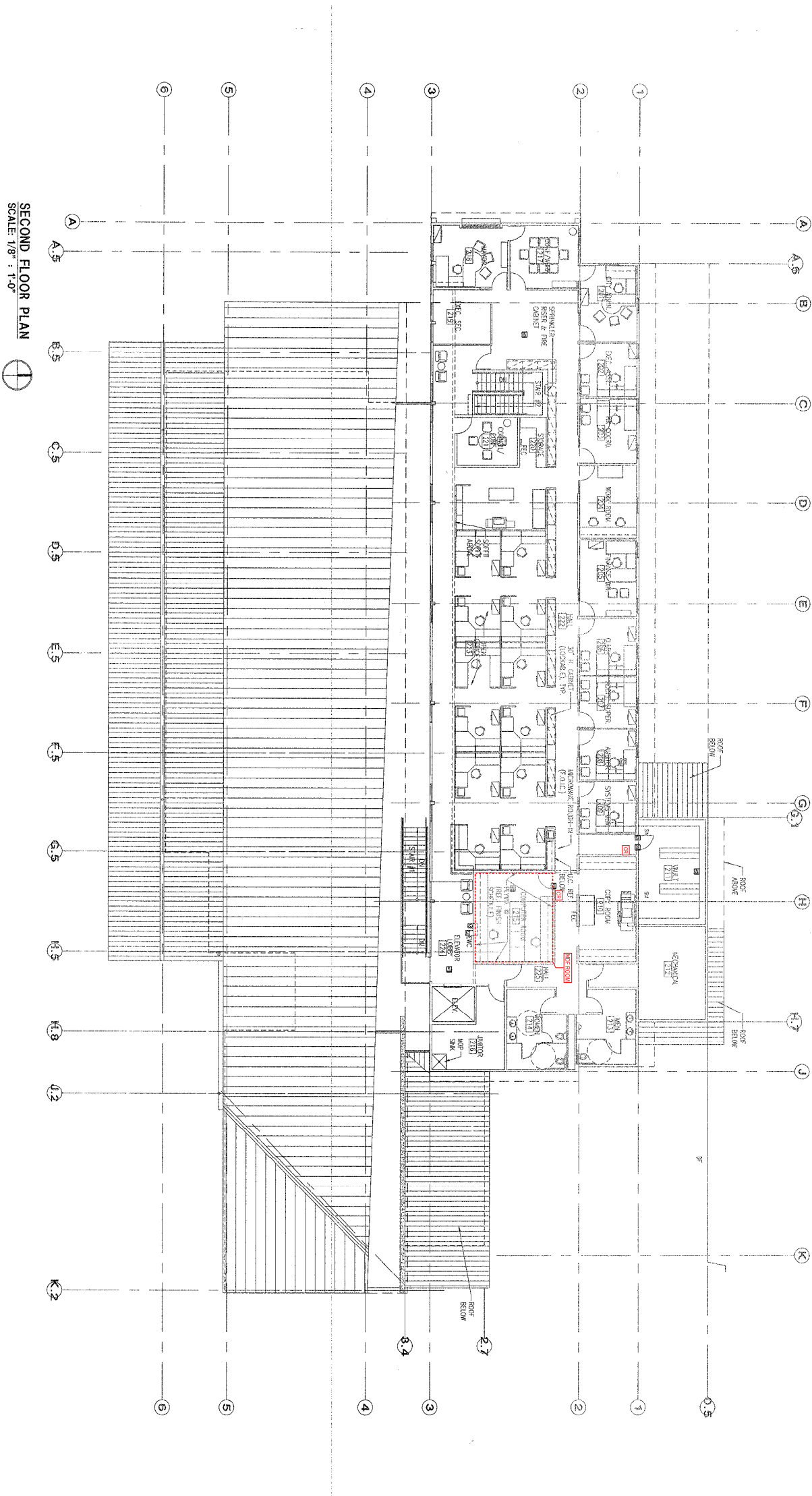
A total of 4 bids were received for the City Hall Security Upgrade. Project Manager, Aaron Claiborne, has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Security Solutions NW LLC in the amount of \$156,777.35.

Appendix B: Security System Upgrade Sketch





#2 Multi-lens video camera mounted on a light pole, power available within five feet from power pole. Video data shall be shared #1 through radio signal.





City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Professional Services Agreement with Tetra Tech, Inc. for 30% Design and Permitting for the Wastewater Treatment Plant (WWTP) Outfall Extension Project (\$695,522.00 - Sewer Fund) - Public Works

SUMMARY: This project will develop the 30% design and permitting to extend the WWTP outfall up to 1,500 feet offshore to deeper waters away from commercial and recreational shellfish beds. Scope items will include an alternatives analysis, preliminary design, a condition assessment of the existing outfall, and development of environmental and permitting documentation. The project is planned for construction in 2028.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

Authorize the City Manager to execute a professional service agreement with Tetra Tech for 30% design and permitting in the amount of \$695,522.00 for the Wastewater Treatment Plant Outfall Extension Project.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned at this time.

FISCAL IMPACT:

Amount:	\$695,522.00
Ongoing Cost:	
One-Time Cost:	\$695,522.00
Included in Current Budget?	true

BACKGROUND: The City owns and operates the Winslow Wastewater Treatment Plant (WWTP) located in the Winslow area of Bainbridge Island, north of Eagle Harbor. The WWTP includes primary, secondary, disinfection and sludge dewatering facilities. Currently, treated effluent is pumped through a 5,400-foot outfall pipeline that extends onshore to Wing Point and continues offshore through a submerged 16-inch diameter pipeline to discharge in Puget Sound east of Wing Point.

The outfall from the City's Wastewater Treatment Plant operates under an aquatic lease with the Washington Department of Natural Resources (DNR). The outfall terminates in a commercial shellfish harvest zone and geoduck harvest track 07650, which is closed due to the impacts of the outfall. Recent shellfish surveys have documented the loss of potential geoduck harvest, and DNR has notified the City that natural resource fines could be implemented if the outfall is not extended in the near future.

A Request for Qualifications was solicited through the Kitsap Sun and Daily Journal of Commerce for

design and permitting services for the Wastewater Treatment Plant Outfall Extension Project. Only Tetra Tech, Inc. submitted qualifications to the City for this project. City staff conducted an interview with Tetra Tech, Inc. and they were confirmed as qualified to perform the work. The staff and the consultant team then negotiated a scope and fee for the work.

The proposed agreement with Tetra Tech will develop the 30% design and permitting to extend the WWTP outfall up to 1,500 feet offshore to deeper waters away from commercial and recreational shellfish beds. Scope items will include an alternatives analysis, preliminary design, a condition assessment of the existing outfall, and development of environmental and permitting documentation. The project is planned for construction in 2028.

ATTACHMENTS:

[PSA WWTP Outfall Extension 30 Design Tetra Tech.docx](#)

[WWTP CIP Project Page.pdf](#)

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 Tetra Tech, Inc., a California corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with the City’s Wastewater Treatment Plant (WWTP) outfall and extension beyond shellfish harvest areas; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until February 15, 2028, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of Six Hundred Ninety-Five Thousand Five Hundred Twenty-Two and 00/100 Dollars (\$695,522.00).

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in the 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, gender identity, 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 negligent or alleged negligent 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. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed

shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right

herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: Tetra Tech, Inc.
 1420 5th Avenue, Suite 600
 Seattle, WA 98101
 Attention: Eric Dienst

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.

TETRA TECH, INC.

Date: _____

By: _____

Name _____

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

CITY OF BAINBRIDGE ISLAND

Date: _____

By: _____

Blair King, City Manager

ATTACHMENT A INSURANCE REQUIREMENTS

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT B SCOPE OF SERVICES

Overview:

The City of Bainbridge Island (City) owns and operates the Winslow Wastewater Treatment Plant (WWTP) located in the Winslow area of Bainbridge Island, north of Eagle Harbor. The WWTP includes primary, secondary, disinfection and sludge dewatering facilities. Currently, treated effluent is pumped through a 5,400-foot outfall pipeline that extends onshore to Wing Point and continues offshore through a submerged 16-inch diameter pipeline to discharge in Puget Sound east of Wing Point. The current outfall location impacts a commercial shellfish harvest zone and geoduck harvest track 07650, Tyee Shoal.

This project will develop planning information to extend the WWTP outfall up to 1,500 feet offshore to deeper waters away from commercial and recreational shellfish beds. Planning for this project will include an alternatives analysis, preliminary design, a condition assessment of the existing outfall, and development of environmental and permitting documentation.

Planning information and outfall extension alternatives and recommendations will be presented in a basis of design report in accordance with the requirements for engineering reports under the Washington Administrative Code (WAC 173-240-060). The report will include the results and development of field surveys, including a bathymetric survey and environmental survey near the outfall; engineering analysis, including dilution modelling analysis and head loss calculations for outfall extension alternatives; recommended outfall modification; preliminary design criteria, cost estimates for recommended improvements, and a permit matrix identifying federal, state and local permitting requirements and tribal coordination. Permit applications and preliminary plans will be developed for permitting submissions.

Task 804 – Preliminary Engineering (30% Design) and Permitting

This task includes preliminary engineering design services, regulatory permitting and geotechnical exploration for the development of 30% design package and permit package submittals to regulatory agencies.

804.1 Preliminary Engineering

The following basis of design elements will be developed to 30%:

- Pipeline material, diameter and joints
- Design analysis of controlled submergence construction methods
- Diffuser parameters (number, size, spacing and orientation of ports)
- Pipeline weighting scheme
- Pipeline axial restraint system
- Cathodic protection systems, as required
- Develop AACE level 4 construction costs, environmental mitigation costs, constructability, and benefit/cost analysis (if required for grant applications).
- Alternative analysis
- A cost-effectiveness analysis shall include a comparison of the life cycle costs of alternatives taking into account:

- o The cost of constructing the project or activity.
- o The cost of operating and maintaining the project or activity over the life of the project or activity.
- o The cost of replacing the project or activity.
- o The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation.
- End structure
- Earthwork at point of connection to existing outfall (trenching, bedding, backfill, armoring)
- Offshore construction methodology support for permitting process.
- Air Management Review of effluent pipeline outside of the WWTP fencing. This includes a review of the existing air relief device at Wing Point area MH#6 and determining its capacity to handle conditions with an extended outfall. This step will include recommendations for air relief at MH#6 and for control of effluent pumps. This does not include a transient analysis, but one may be recommended after in initial review of the existing unit and hydraulic calculations.
- Attend design team meetings. Assume 24 monthly meetings.

The Consultant will prepare 30% design drawings and outline specifications for proposed outfall modifications extending beyond the existing outfall.

Tasks will consist of:

- Develop preliminary 30% design drawings (outfall)
- Preliminary cost estimate (30%) for the outfall configuration
- Outline specifications required for final design
- The pipeline construction specification will be taken to a 75% level. This specification is not an attachment to the permit application but the information within the specification will be used in the application. This will also include provisions in the construction specifications intended to mitigate anticipated permit requirements for protected marine flora and fauna.
- Anchor Block Design Calculations, including hydraulic analysis, excavation and backfill quantities.
- Design team input for Constructability Review

30% Design Package

Design documents will include construction drawings and outline TOC for specifications. A list of estimated drawings is described below.

- General Drawings- 3 general drawing including design criteria, site survey
- Civil Drawings- 4 civil drawings including, outfall plan and profile, outfall civil details
- Structural Drawings- 2 structural drawings including, outfall anchorage plan and profile, outfall civil structural details, transition block detail

Deliverables: 30% design package, Constructability Workshop and presentation material
Outfall Diffuser Inspection

Global Diving will inspect the end of the 16-inch concrete cylinder pipe at the depth of -45 ft MLLW. The divers will closely inspect the joints just inshore of the wye diffuser. The project

engineer will be present on the dive vessel, monitoring video and audio feeds, and directing inspection activities with the dive master. A comprehensive written report with still photos and video record of the inspection will be provided by Global. This inspection will advise the design of the future connection to the existing outfall, and will also satisfy the inspection requirement anticipated for the next NPDES permit renewal.

Deliverables: Video and Outfall diffuser Inspection Memo

The Consultant shall revise the preliminary engineering report addressing Ecology's comments and until acceptance by the agency. The Consultant shall assume two meetings with Ecology and the City.

Deliverables: Preliminary Engineering Report

804.2 Regulatory Permitting to 30% design

Regulatory Permitting to the 30% design consists of:

- Develop permit application packages for the geotechnical exploration work
- Submit long lead permit packages for construction of the outfall extension.
- Develop a unified project narrative for permitting efforts and a permit strategy with the City.

804.2.1 Regulatory Permitting for geotechnical exploration work

Geotechnical exploration will require a separate permit application process. The consultant will assist the City with permit and mitigation negotiations, including a pre-application meeting with Federal, state, and local agencies specific to the geotechnical exploration work.

Permit applications and documentation consists of:

- Clean Water Act Section 404/ Rivers and Harbors Act Section 10 (US Army Corps of Engineers)
- Hydraulic Project Approval (WA Department of Fish and Wildlife)
- Aquatic Land Right of Entry (WA Department of Natural Resources)
- State Environmental Policy Act Exemption (City of Bainbridge Island)
- Local Shoreline Exemption (City of Bainbridge Island)

Assumptions:

1. The existing Salish Sea Nearshore Programmatic Consultation (SSNP) can be used for approval of the geotechnical explorations to provide coverage under Section 7 of the ESA.
2. Tribal coordination will occur via the Corps permitting process. If tribes object additional coordination effort scope and level of effort will need to be added.
3. The City will approve SEPA and shoreline exemptions for the geotechnical explorations. No SEPA Checklist will be needed for the application.
4. The geotechnical explorations can be approved under an existing NWP.
5. Engineering team will provide the Joint Aquatic Resource Permit Application (JARPA) Drawings.
6. Upland construction permits (e.g., grading, right of way use, temporary construction staging) would not be needed if the work is done using only barge access.

Deliverables:

1. JARPA and JARPA Drawings (for CWA 404/RHA 401, Aquatic Land Right of Entry, and Local Shoreline Exemption)
2. Washington Department of Fish and Wildlife (WDFW) Aquatic Protection Permitting System (APPS) (for Hydraulic Project Approval (HPA))
3. Project narrative for geotechnical work

804.2.2 Regulatory Permitting for outfall extension

Upon completion of the 30% design, permit packages will be submitted for construction of the outfall extension. The design team will assist the City with permit and mitigation negotiations, including a pre-application meeting with federal, state, and local agencies specific to the outfall extension.

Permit applications and documentation for outfall extension at the 30% design level includes:

- Clean Water Act Section 404/ Rivers and Harbors Act Section 10 (US Army Corps of Engineers)
- National Environmental Policy Act (NEPA) Compliance
- Endangered Species Act Section 7 Consultation (National Marine Fisheries Service and US Fish and Wildlife Service)
- National Historic Preservation Act Section 106 (Department of Archaeology and Historic Preservation)
- Clean Water Act Section 401 Water Quality Certification (WA Department of Ecology)
- Coastal Zone Management Approval (WA Department of Ecology)
- Aquatic Land Lease (WA Department of Natural Resources)
- State Environmental Policy Act Determination (City of Bainbridge Island)
- Local Shoreline Permit (City of Bainbridge Island)
- State Environmental Review Process, Environmental Information Document.

Permit package drawings will be developed and submitted to the agencies based on the 30% design.

Additional permitting services during 30% design includes the following:

- Attend biweekly design meetings during the design period to ensure design revisions are consistent with permit applications.
- Review drawings and specifications at 30%.

This task will also include an underwater video/dive assessment of outfall area during the appropriate season (June through September) to collect information about potential native eelgrass (*Zostera marina*) and kelp (order Laminariales) in the area.

Assumptions:

1. 16" DIP and 16" RCP on beach to be reused. Assumes that the existing pipeline from the bulkhead line to the diffuser is suitable for connection for future flows based upon both hydraulic and physical considerations.
2. MH #6 on Wing Point Road and MH#7 on the beach will not be replaced
3. No open water disposal of dredged material is needed

4. The project will not be approved under the existing Salish Sea Nearshore Programmatic Consultation (SSNP).
5. Tribal coordination will occur via the Corps permitting process. If tribes object additional coordination effort scope and level of effort will need to be added.
6. An additional second eelgrass and macroalgae survey will may be needed for within 1-2 years of the permit application if the survey completed for permitting identifies eelgrass in the work zone.

Deliverables:

1. Joint Aquatic Resource Permit Application (for CWA 404/401 and Local Shoreline Permit) – 2 versions (1 for construction and 1 for geotechnical explorations)
2. Alternatives Analysis (for CWA 404 Permit)
 - a. This will review the following alternatives.
 - i. Outfall extension alternatives (per 10% design)
 - ii. Near-Shore Outfall
 - iii. No extension
 - iv. Reclaimed effluent at the WWTP (based somewhat on available studies being completed by the City for Reclaimed water).
 - b. SEPA checklist (for SEPA determination)
 - c. Biological Assessment (for ESA Section 7 consultation)
 - d. Marine Mammal Monitoring Plan (for ESA Section 7 consultation)
 - e. Mitigation Plan (for all construction permits)
 - f. Habitat Management Plan (for Local Shoreline Permit)
 - g. Sampling field studies TM
 - h. Project narrative

804.3 Geotechnical Exploration and Design

The consultant will perform the following scope items in support of outfall anchorage design during 30% design:

- Attend design team meetings. We assume up to 12 call-in meetings will be attended by the geotechnical consultant to support the 30% percent preliminary engineering and permitting phase.
- Gather and review existing and readily available geologic information in the project area.
- Prepare a geotechnical exploration plan that includes up to two offshore borings in the vicinity of the outfall extension transition structure. The geotechnical exploration plan will be used for exploration coordination and permitting purposes.
- Provide geotechnical support to provide information for permitting questions about the planned explorations.

Assumptions:

- Shannon & Wilson will provide a geotechnical exploration plan and narrative that details equipment and methods for drilling. The exploration plan and narrative will be submitted by others as part of the permitting for the explorations.
- Permits will be obtained by others that allow for drilling to occur. Permitting comments and responses will be coordinated and addressed by others. Shannon & Wilson will provide up to 40 hours of support to provide input on responses to permitting questions and comments regarding the geotechnical explorations.

Consultant's Hourly Rates:

See attached Hourly Rates

Schedule:

- | | |
|--|-----------------|
| 1. Permit Package Submittals | November 2025 |
| 2. 30% Design Package | June 2026 |
| 3. Geotechnical Design | June 2026 |
| 4. Video & Outfall Inspection Memo | March 2026 |
| 5. 30% Constructability Workshop | March-July 2026 |
| 6. 30% Preliminary Engineering Report -Resubmittal | July 2026 |



Attachment D

WASHINGTON STATE DEPARTMENT OF ECOLOGY

WATER POLLUTION CONTROL REVOLVING FUND

ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logo must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

In accordance with federal Executive Order 12549, the Consultant certifies to the best of its knowledge and belief, that it and/or its principals or officers:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding the execution of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- d. Have not within a three-year period preceding the execution of this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default; and
- e. Acknowledge that all subconsultants selected for this project must be in compliance with paragraphs (a – d) of this certification.

Name and Title of Authorized Consultant

Date

Signature of Authorized Consultant

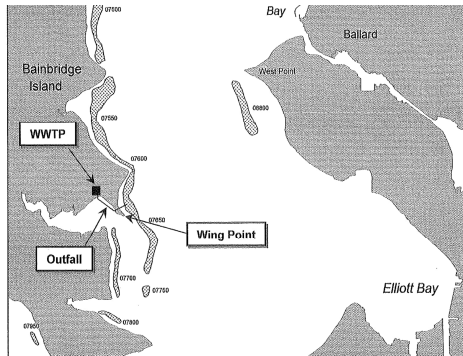
_____ I am unable to certify to the above statements. My explanation is attached.

Project: Extend WWTP Outfall

Number: 01106

Location: Wing Point

Project Description



Description: This project will extend the existing outfall from the City WWTP, which operates under an aquatic lease with WDFW. The outfall terminates in a geoduck bed, which is closed for harvesting due to this outfall. Recent shellfish surveys have documented the loss of potential harvest, and WDFW has notified the City that the outfall discharge location must be moved.

Benefit: Protect natural resources and ensure the future operation of the WWTP.

Schedule: 2025/26: Design; Construction TBD

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	1,050	-	250	-	-	-	-	1,300
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	1,050	-	250	-	-	-	-	1,300
FUNDING USES (1000's)								
Project Management	4	-	8	-	-	-	-	12
Design/construction	1,046	-	242	-	-	-	-	1,288
Sub-total	1,050	-	250	-	-	-	-	1,300



City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2025-05, Extending Sunset Provision for Bonus Floor Area Ratio (FAR) Program for Additional Six Months - Planning,

SUMMARY:

Per Council direction, Ordinance No. 2021-10 reduced options for achieving bonus floor area ratio (FAR) in Winslow; it is set to expire on March 10, 2025. The recommended action does not change Council policy and continues current Council policy for six months, or whenever changed, whichever occurs first. If the current ordinance expires, the options for achieving bonus FAR that had been eliminated by the ordinance would be added back into the code and become available to be utilized through land use and building permits. City staff recommend extending Ordinance No. 2021-10 for an additional six months, until September 10, 2025, by adopting Ordinance No. 2025-05. This recommendation recognizes that zoning and development standards such as FAR have been evaluated and will likely be revised as part of the ongoing update to the Winslow Subarea Plan.

The Planning Commission discussed zoning and development standards in Winslow at its January and February meetings. City staff estimate that the Planning Commission will complete its recommendations to the City Council on the updates to the Winslow Subarea and Comprehensive Plans in Spring 2025.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning &
Community Development

RECOMMENDED MOTION:

Adopt Ordinance No. 2025-05 extending Ordinance No. 2021-10 for six months, until September 10, 2025.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

This regulation is related to the amount of residential, commercial, or mixed-use development that can be built within Winslow. In 2020, the City Council reduced FAR bonus options, except related to affordable housing and promoting underground parking near the ferry terminal, first through an interim

zoning control, then through Ordinance No. 2021-10. Analyzing FAR standards is a central component of development standards updates within the subarea planning process.

ATTACHMENTS:

[Ordinance No. 2025-05 Relating to Revising Bonus Floor Area Regulations.docx](#)

ORDINANCE NO. 2025-05

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to bonus floor area ratio, amending Ordinance No. 2021-10 to extend the sunset provision provided for in the terms of the ordinance by six months.

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

WHEREAS, the City Council passed Ordinance No. 2021-10 relating to bonus floor area ratio on August 24, 2021, with an effective date of September 10, 2021; and

WHEREAS, Section 8 of Ordinance No. 2021-10 provided that the ordinance shall sunset one year from the effective date of the ordinance; and

WHEREAS, on June 28, 2022, the City Council approved Ordinance No. 2022-16, extending the sunset provision in Ordinance No. 2021-10 by eighteen months, until March 10, 2024, then on January 23, 2024, the City Council approved Ordinance No. 2024-01, again extending the sunset provision in Ordinance No. 2021-10 by an additional twelve months, until March 10, 2025, to provide for sufficient time to appropriately consider potential changes to bonus floor area ratio policies through the update to the Winslow Subarea Plan; and

WHEREAS, the Planning Commission is currently discussing the Winslow Subarea Plan, including analyzing how development standards could be modified to better meet City housing and transportation goals, and this work will not be completed prior to March 10, 2025, the current sunset date for Ordinance No. 2021-10; and

WHEREAS, this ordinance extends the sunset provision of Ordinance No. 2021-10 by six additional months, until September 10, 2025, to provide for sufficient time to complete the update to the Winslow Subarea Plan.

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

Section 1. Section 8 of Ordinance No. 2021-10 is hereby amended to read as follows:

Section 8. The amendments to the Bainbridge Island Municipal Code approved by this ordinance shall sunset ~~three~~ four years ~~and six months~~ from the effective date of this ordinance.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this 25th day of February, 2025.

APPROVED by the Mayor this 25th day of February, 2025.

Ashley Mathews, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER:

2025-05



City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Construction Contract with SCI Infrastructure, LLC for the Off-Site Water Main and Pressure Release Valve (PRV) Improvements (Winslow Water Tank) Project (\$6,026,955.48, Water Fund) - Public Works

SUMMARY: The off-site water main work is necessary to utilize the new Winslow water tank storage by establishing and regulating new pressure zones within the City's service area to accommodate the higher tank elevation.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

Authorize the City Manager to execute a construction contract with SCI Infrastructure, LLC in the amount of \$6,026,955.48 for the Off-Site Water Main and PRV Improvements project.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned at this time.

FISCAL IMPACT:

Amount:	\$6,026,955.48
Ongoing Cost:	
One-Time Cost:	\$6,026,955.48
Included in Current Budget?	true

BACKGROUND: As part of the Winslow Water Tank Replacement project, multiple distribution and transmission pipeline stretches, and pressure reducing vaults (PRVs) were identified as necessary to complement bringing the tank online with the water distribution system. The new tank will create higher than standard pressures in the water system at lower elevations and therefore the new water mains and PRVs will create new pressure zones to keep services at the required thresholds. Approx. 6,000 feet of water pipe and nine PRVs will be constructed as part of this second phase of the Winslow Water Tank project.

The tank construction is estimated to be completed in fall 2025. The offsite water improvements are expected to be completed around the end of the year. The contractor will work with the City's operations and maintenance and engineering teams to coordinate bringing the new components online together in early 2026.

Bidding for the offsite improvements project was solicited through the Daily Journal of Commerce, Kitsap Sun and the City's Bids & Awards webpage. The bid opening was held on February 7, 2025, and four bids were received.

City staff reviewed the bid results and the contractor's qualifications and recommend that City Council award the

Off-Site Water Main and PRV Improvements project to the apparent low bidder, SCI Infrastructure, LLC in the amount of \$6,026,955.48. See attached bid form. The engineer's estimate is \$6,700,000.00.

ATTACHMENTS:

[FBB Off-Site Water Main SCI Infrastructure LLC.docx](#)

[Bid Form_Off-Site Water Main and PRV Improvements_02.07.25.pdf](#)

[CIP_Winslow Water Tank Replacement Project_00988.pdf](#)

[Offsite Project Map.pdf](#)

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”) made the ____, day of _____, 2025, by and between the City of Bainbridge Island, a Washington state municipal corporation (“City” and/or “CONTRACTING AGENCY”), and SCI Infrastructure, LLC, a Washington state limited liability corporation (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the **OFF-SITE WATER MAIN AND PRV IMPROVEMENTS (WINSLOW WATER TANK REPLACEMENT PROJECT)**, and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Six Million Twenty-Six Thousand Nine Hundred Fifty-Five Dollars and Forty-Eight Cents (\$6,026,955.48) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

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

1. This Contract, including the form “Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices”
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”)
3. Special Provisions
4. Indemnity and Insurance Agreement
5. Special Indemnity and Insurance Agreement
6. Prevailing Wage Schedules and Regulations
7. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
8. Certification of Compliance with Wage Payment Statutes
9. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

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

CONTRACTOR's Initials: _____

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

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

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

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

SCI INFRASTRUCTURE, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BAINBRIDGE ISLAND

By: _____

Blair King, City Manager

Date: _____



City of Bainbridge Island
Public Works Department – *Engineering*

Offsite Water Main & PRV Improvements

Bid Opening Date: February 7, 2025

Bids Open 11:00 AM

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineer's Estimate is: \$6.7 Million	Bidder #1 SCI Infrastructure, LLC	Bidder #2 Sound Pacific Construction LLC	Bidder #3 Active Construction Inc.	Bidder #4 Pape & Sons Construction, Inc.
Proposal - Items of Work and Materials	x	x	x	x
Signature Page – Addenda Acknowledged if applicable (1,2)	x	x	x	x
Certification of Compliance with Wage Payment Statutes	x	x	x	x
Apprenticeship Utilization Requirement Acknowledgement	x	x	x	x
Compliance with COBI Code of Conduct and Ethics Program	x	x	x	x
Proposal - Non-Collusion Declaration	x	x	x	x
Proposal Bond (5%)	x	x	x	x
Proposal - Statement of Bidders Qualifications	x	x	x	x
Proposal - Statement of Proposed Subcontractors	x	x	x	x
Proposal - Bidders List	x	x	x	x
Attachment 3: Certification of Non Segregated Facilities	x	x	x	x
Base Bid Total:	6,026,955.48	7,086,217.32	7,146,146.00	6,781,145.28

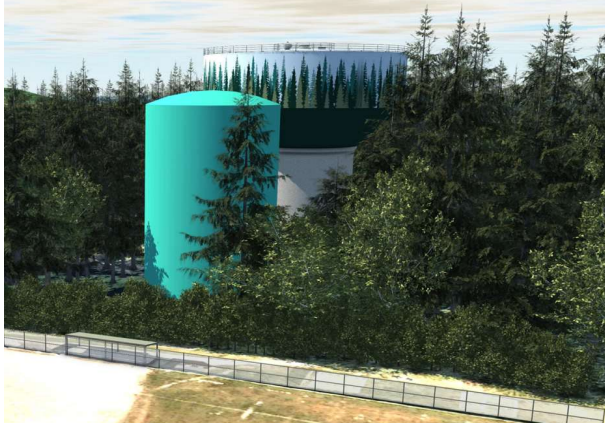
A total of 4 bids were received for the Offsite Water Main and PRV Improvements Project. Project Manager Aaron Claiborne has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, SCI Infrastructure, LLC , in the amount of \$6,026,955.48.

Project: Winslow Water Tank Replacement

Number: 00988

Location: New Brooklyn Road

Project Description



Description: This project will construct a new 2 million-gallon reservoir to replace both of the existing tanks that are located on an easement near the High School.

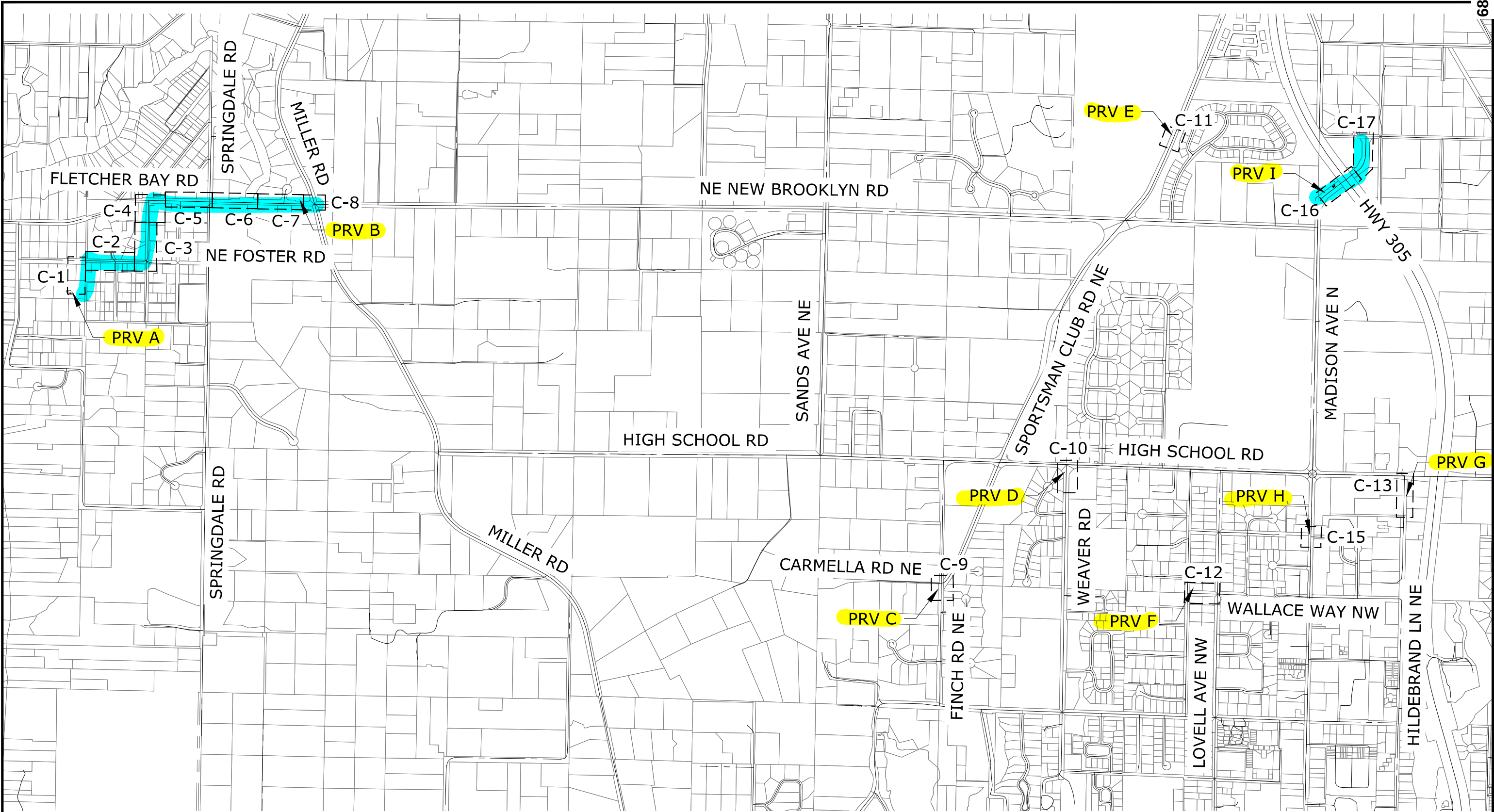
Benefit: A new tank built at a sufficient elevation, and to the most recent design standards, will correct several deficiencies associated with existing tanks including: significant dead storage, pressure zone deficiencies, water quality issues, and seismic deficiencies. Project updated to include fireflow and pipeline improvements in Winslow (formerly project 01095).

Schedule: 2021: Design; 2024-25: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	70	-	-	-	-	-	-	70
Water Fund	833	656	21	-	-	-	-	1,510
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Long-Term Debt	13,377	10,323	-	-	-	-	-	23,700
Sub-total	14,280	10,979	21	-	-	-	-	25,280
FUNDING USES (1000's)								
Project Management	79	29	21	-	-	-	-	129
Design/construction	14,201	10,950	-	-	-	-	-	25,151
Sub-total	14,280	10,979	21	-	-	-	-	25,280

G:\pdx_projects\22\3434 - Bainbridge Island - Winslow Water Tank Replacement\CAD\Task 1300\Sheets\22-3434-WA-G3.dwg G-5 5/22/2024 2:23 PM GREG.POSTLEWATTE 23.0s (LMS Tech)



PROJECT LOCATION MAP
SCALE: 1"= 500'

90% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

GDP
DESIGNED
JSD
DRAWN
MLH
CHECKED

PRELIMINARY ONLY
DO NOT USE FOR CONSTRUCTION

JUNE 2024

Conсор
www.conсорeng.com



**WINSLOW WATER
TANK REPLACEMENT
- WATER MAIN AND
PRV IMPROVEMENTS**

PROJECT LOCATION MAP			
PROJECT NO.:	22-3434	SCALE:	AS SHOWN
DATE:	JUNE 2024		

SHEET
G-5
5 of 60



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2025-04 Amending Chapter 15.30 of the City of Bainbridge Island Municipal Code to Reduce Traffic Impact Fees for Certain Commercial Redevelopment Activities - Public Works,

SUMMARY: This ordinance would amend BIMC Title 15, Chapter 15.30 to modify existing regulations related to the traffic impact fee program for clarity and to reduce the burden of fees on commercial tenants occupying existing commercial space under 5,000 SF in size - as long as the space has not been vacant for more than 12 consecutive months. The Ordinance is responsive to the City Council's discussion of the subject policy change at the June 18, 2024, City Council Study Session. Council reviewed the ordinance at its February 11, 2025, business meeting and forwarded it to the February 25, 2025, business meeting.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Adopt Ordinance No. 2024-04 amending Chapter 15.30 of the City of Bainbridge Island Municipal Code to reduce Traffic Impact Fees for certain commercial redevelopment activities.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned at this time.

FISCAL IMPACT:

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

BACKGROUND: The City Council updated the traffic impact fee program approach and fee structure in spring 2023. Since the implementation of the new traffic impact fees, some community members have questioned the amount of the impact fees, particularly as it relates to small retail and commercial businesses that plan to occupy existing retail/commercial space.

On June 18, 2024, staff presented the City Council with an overview of impact fee programs, as well as in-depth review of the City's traffic impact fee program and fee schedule. At that time, the City Council reinforced a desire to understand any options for relief that could be provided for small businesses planning to occupy existing retail/commercial space.

In response to these discussions, staff have developed an ordinance that would exempt from traffic impact fees for

new retail/commercial businesses planning to re-develop and occupy an existing retail/commercial space less than 5,000 SF. This exemption would apply to most of the retail/commercial spaces in downtown Winslow, and other smaller existing spaces around the Island. The revised code language is modeled on similar approaches taken by other jurisdictions in Washington State. Existing retail/commercial spaces that are vacant for 12 or more consecutive months would not be exempt.

The ordinance also includes minor revisions to code language removing the term "P.M. peak" in reference to the traffic studies required for development. These references were deemed not necessary, and potentially confusing, as the traffic study requirements are otherwise outlined in the code and are not dependent on "P.M. peak" trip generations.

ATTACHMENTS:

[Ordinance 2025-04 Traffic Impact Fees.docx](#)

ORDINANCE NO. 2025-04

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to amending Title 15, Chapter 15.30 of the Bainbridge Island Municipal Code (BIMC) to modify existing regulations related to the Traffic Impact Fee Program for clarity, and to reduce the burden of fees on commercial tenants occupying existing commercial space

WHEREAS, the City of Bainbridge Island (the “City”) Municipal Code (BIMP) contains Title 15 Buildings and Construction, and Chapter 15.30 Transportation Impact Fees; and

WHEREAS, Chapter 15.30 requires new commercial businesses occupying existing commercial spaces to pay Traffic Impact Fees; and

WHEREAS, Chapter 15.30 contains reference to “P.M. peak hour trips” as it relates to the calculation of traffic impacts associated with development; and

WHEREAS, at the June 18, 2024, City Council Study Session the City Council was provided with a presentation on the Traffic Impact Fee program and recommended that staff bring back changes to the program that would reduce the financial burden on small commercial businesses occupying existing commercial space; and

WHEREAS, removing reference to “P.M. peak hour trips” would eliminate confusion and allow City staff the desired flexibility under the existing code to regulate the Traffic Impact Fee calculation; and

WHEREAS, commercial businesses of all types represent 20% or less of the City’s annual Traffic Impact Fee revenue; and

WHEREAS, other municipalities in the State of Washington have similar provisions for reducing the impact of Traffic Impact Fees on commercial businesses occupying existing commercial space; and

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

Section 1. Bainbridge Island Municipal Code Section 15.30.030 Definitions is hereby amended to read as follows:

15.30.030 Definitions.

The following words and terms shall have the following meanings for the purposes of this chapter, unless the context clearly requires otherwise. Terms not defined herein shall be defined pursuant to RCW 82.02.090 or given their usual and customary meaning.

A. “Applicant” means a person who applies for a building permit under the BIMC and who is the owner of the subject property or the authorized agent of the property owner.

B. “Building permit” means an official document or certification which is issued by the city and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure.

C. “Capital facilities plan” means the capital facilities element of the city’s comprehensive plan adopted pursuant to Chapter 36.70A RCW and such plan as amended.

D. “Development” means any construction or expansion of a building, structure, or use for which a permit, approval, or other authorization is required that creates additional demand and need for transportation improvements; ~~provided, that such development generates at least one new p.m. peak hour trip,~~ when the permit, approval, or other authorization for the development is processed pursuant to BIMC Title 17 (Subdivisions and Boundary Line Adjustments), or in the case of tenant improvement permits, “development” means any proposed new use or expanded existing use that generates additional trips per unit according to the trip generation rates established in the transportation impact fee rate schedule in BIMC 15.30.200. Development does not include buildings or structures constructed by a regional transit authority.

E. “Development approval” means any written authorization from the city which authorizes the commencement of a development activity.

F. “Director” means the director of the department of public works of the city of Bainbridge Island or her/his designee.

G. “Encumber/encumbered” means to reserve, set aside, or otherwise earmark the TIFs in order to pay for commitments, contractual obligations, or other liabilities incurred for system improvements.

H. “TIF rate schedule” means the representative list of TIF rates for common land use categories on Bainbridge Island as set forth in BIMC 15.30.200.

I. “Hearing examiner” means the hearing examiner operating pursuant to the powers and duties set forth by BIMC 2.14.030.

J. “Independent fee calculation” means the street and road impact calculation, and/or economic documentation prepared by an applicant, to support the assessment of a TIF other than by the use of the rates listed in the TIF rate schedule.

~~K. “P.m. peak hour trips” means the total vehicular trips entering and leaving a place of new development activity on the adjacent public streets or roads during the p.m. peak hour. The p.m. peak hour is the highest volume of traffic for a continuous hour between 4:00 p.m. and 6:00 p.m. on weekdays.~~

~~L.~~ K. “Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development activity and are necessary for the

use and convenience of the occupants or users of the project and are not system improvements.

~~ML~~. “RCW” means the Revised Code of Washington or, when followed or preceded by a numerical designation, a provision of the Revised Code of Washington.

~~NM~~. “Service area” means a geographic area over which a particular TIF is applied. For the city of Bainbridge Island, the service area encompasses the current city limits.

~~ON~~. “Square footage” means the square footage of the gross floor area of the development as defined in the BIMC.

~~PQ~~. “Street” or “road” means a public right-of-way and all related appurtenances, which enables motor vehicles, transit vehicles, bicycles, and pedestrians to travel between destinations, and affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, street, and other thoroughfare. For purposes of this chapter, public streets and roads are collectively referred to as transportation facilities.

~~QP~~. “System improvements” means transportation improvement projects that are included in the city of Bainbridge Island comprehensive plan transportation element, and such plan as amended, and are designed to provide service to service areas within the community at large, in contrast to project improvements that serve specific development.

~~RQ~~. “Transportation facilities” means any and all transportation infrastructure of the city constructed pursuant to city design and development standards and requirements, including without limitation roads, bridges, overpasses, sidewalks, curbs, turn lanes, bike lanes, traffic signals, roundabouts, traffic signs, HOV lanes, bus shelters, and associated landscaping. The cost of the transportation improvement shall include any debt service payments, including interest, for any of these improvements.

~~SR~~. “Transportation impact fee (TIF)” means a payment of money imposed by the city on development activity pursuant to this chapter as a condition of granting development approval to pay for transportation improvements needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for transportation improvements, that is a proportionate share of the cost of the transportation improvements, and that is used for improvements that reasonably benefit the new development. “Transportation impact fee” does not include a building permit fee, administrative fee for collecting and handling TIFs, appeal fee, or independent fee calculation review fee.

~~TS~~. “TIF rate study” means the “Transportation Impact Fee Rate Study” dated July 2023, prepared by Fehr and Peers, and other studies relied upon by the city in establishing the TIF methodology and TIF rate schedule.

~~UT.~~ “Transportation impact fee fund(s)” means the fund(s) established for the TIFs that are collected. The fund(s) shall be established pursuant to BIMC 15.30.100, and shall comply with the requirements of RCW 82.02.070. (Ord. 2023-19 § 1, 2023; Ord. 2017-21 § 1, 2017; Ord. 2015-07 § 1, 2015)

Section 2. Bainbridge Island Municipal Code Section 15.30.070 Exemptions is hereby amended to read as follows:

15.30.070 Exemptions.

A. The following development activity shall be exempted from the payment of TIFs:

1. Alteration, expansion, or replacement of an existing single-family home.
2. Miscellaneous improvements that do not generate increased p.m. peak hour trips including, but not limited to, fences, walls, residential swimming pools, and signs.
3. Demolition or moving of a structure when additional p.m. peak hour trips are not generated.
4. A change of use that does not generate additional trips per unit of development according to the trip generation rates established in the transportation impact fee rate schedule in BIMC [15.30.200](#).
5. Any change of use of an existing building or tenant space 5,000 square feet or less, unless said building or tenant space has been vacant for more than 12 consecutive months, as determined by the Director.
- ~~56.~~ Miscellaneous permits for activities that do not generate any new trips.
- ~~67.~~ Rezones, comprehensive plan amendments, subdivisions, boundary line adjustment and lot line eliminations, or any other land use permits.
- ~~78.~~ Buildings or structures constructed by a regional transit authority pursuant to RCW [82.02.090](#).
- ~~89.~~ Any building permit application that has been submitted to the city before 4:00 p.m. the business day before the effective date of the ordinance codified in this chapter that has been deemed complete based on the information on file as of the effective date of the ordinance codified in this chapter.
- ~~910.~~ Affordable housing as defined by BIMC [18.21.020](#) and [18.36.030](#) or their successors.
- ~~1011.~~ Pursuant to RCW [82.02.060](#), the city may provide exemptions for development activities with broad public purposes; provided, that the impact fees from such development activity shall be paid from public funds other than impact fee funds. The director shall be authorized to determine whether a particular development activity falls

within an exemption identified in this section or under other applicable law. Determinations of the director shall be in writing and shall be subject to the appeals procedures established in Chapter [2.16](#) BIMC. (Ord. 2017-21 § 4, 2017: Ord. 2016-16 § 1, 2016: Ord. 2015-07 § 1, 2015)

Section 2. Severability. If any one or more section, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 3. Effective Date. This ordinance shall take effect on and be in force on February ##, 2025, after its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED BY THE MAYOR this ____ day of _____, 2025.

Ashley Mathews, Mayor

ATTEST/AUTHENTICATED:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: January 31, 2025
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 2025-04
ATTACHED:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: Approve No Cost Contract for Proof of Concept for Enforcement of Ferry Line Cutting,

SUMMARY: City staff are requesting that Council authorize the City Manager to sign the attached contract for proof of concept for enforcement of ferry line cutting. The contract was discussed at the February 11, 2025, business meeting, but the scope of work and insurance exhibit were inadvertently omitted from the agenda packet.

AGENDA CATEGORY: Contract

PROPOSED BY: Police

RECOMMENDED MOTION:

Authorize the City Manager to enter into the no cost contract relating to enforcement of ferry line cutting.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

Automated Traffic Safety Cameras were first authorized by the Washington State Legislature in 2005 for use in limited situations. In 2024, that use was reauthorized and expanded to include additional uses for the detection of specific traffic violations. Under the Revised Code of Washington (RCW) 46.63.210 through 46.63.260, traffic safety cameras can be used to detect stop light violations, railroad grade crossing violations, and speed violations. Additionally, a new section (RCW 46.63.260(4)) was enacted in 2024 to permit the use of cameras to detect ferry queue violations of RCW 46.61.735.

Automated Traffic Safety Cameras operate by capturing video and still images of a vehicle and license plate as a violation occurs. The images are reviewed by a trained and authorized employee of the department to confirm the violation before a citation is issued and sent to the registered owner. Incidents that do not depict a clear violation are rejected and no citation is issued. Citations must be mailed within 14 days of a violation. The proof of concept is to determine whether cameras can accurately and reliably detect vehicle cutting the line at the Bainbridge Ferry Terminal.

While traffic safety cameras have been in use for detecting traffic violations, their use for ferry queue violations appears to be a novel approach. No other entity in Washington is currently using this technology for enforcement of these violations. Unlike red light or speed violations which occur at a fixed point, ferry queue violations can occur anywhere along the line. In our unique situation, additional precautions are necessary to avoid issuing citations to vehicles destined for local businesses and residences adjacent to the ferry terminal.

Jenoptik has represented to the City that it is able to identify ferry line cutters with technology that is capable of monitoring and recording this type of violation. Under this proof-of-concept agreement, Jenoptik will deploy equipment to demonstrate that capability to sufficiently support enforcement of RCW 46.61.735. Two cameras will be deployed to identify vehicles in the queue and those vehicles that enter the terminal holding area in violation of the code.

The equipment will be deployed for a period of sixty (60) days. (One will note a discrepancy - 30 versus 60 days - in the actual agreement and the proposed scope of work provided by Jenoptik.) This period will allow for testing at various traffic volumes, times of day, and days of week. This period will also allow for an analysis of the frequency of violations. No citations will be issued during this period. There is no cost to the City under this agreement.

If the proof of concept proves successful, it is assumed the Council will be asked to approve a contract with Jenoptik. The city will have a choice at that time of paying a flat fee to the contractor, or in the alternative, at no cost to the city, allowing Jenoptik to retain a percentage of the revenue from fines.

ATTACHMENTS:

[Jenoptik Proof of Concept Agreement Signed.pdf](#)

PROOF OF CONCEPT AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by the City of Bainbridge Island, a Washington municipal corporation (“City”) and JENOPTIK North America, Inc., a Delaware corporation (Jenoptik), for the purposes hereafter mentioned.

WHEREAS, the Washington State Department of Transportation (Washington State Ferries) operates the Seattle-Bainbridge Island ferry route with its western terminus at a dock in the City’s Eagle Harbor, and

WHEREAS, RCW 46.61.735 makes it a traffic infraction for the driver of a motor vehicle intending to board a ferry to (a) block a residential driveway while waiting to board a ferry, or (b) move in front of a vehicle in a queue already waiting to board the ferry, without the authorization of a state ferry system employee; and

WHEREAS, Jenoptik has represented to the City that it is capable of identifying ferry line cutters with technology that is capable of monitoring and recording this type of offense. Jenoptik has proposed, and the City has agreed to, a proof of concept demonstration that will test whether Jenoptik’s technology is capable of recognizing line cutters as the vehicles maneuver into the ferry line and can provide sufficient information to enable the City’s police department to successfully enforce RCW 46.61.735; and

WHEREAS, Jenoptik has provided the City with a proposed Proof of Concept Statement of Work, which the City has agreed to, and the City and Jenoptik desire to formalize that agreement and to provide for some additional terms under which Jenoptik will proceed during the Proof of Concept Period specified below.

NOW, THEREFORE, THE CITY AND JENOPTIK AGREE AS FOLLOWS:

1. Statement of Work. The City and Jenoptik agree that Jenoptik will deploy its equipment and perform the services during the Proof of Concept period specified below as provided in the Proof of Concept Statement of Work attached as Attachment A.
2. No Cost to City. Jenoptik will provide the services and equipment described in the Statement of Work during the Proof of Concept Period at no cost to the City.
3. Proof of Concept Period. The Proof of Concept Period is the time period during which Jenoptik agrees to deploy its equipment and perform the services to demonstrate its capabilities to the City. The Proof of Concept Period shall be at least 60 days in length, unless otherwise agreed to by the City and Jenoptik. The Proof of Concept Period shall begin and end on dates mutually agreed to by the City and Jenoptik to provide sufficient time and sufficient traffic volumes to demonstrate that Jenoptik’s technology will recognize line cutters and provide sufficient information in enable to City’s police department to successfully enforce RCW 46.61.735 under conditions normally experienced by the City.

4. Damage to City Facilities. Jenoptik will not deploy or operate its equipment at locations or in a manner that would damage any City or State of Washington infrastructure or facilities. If any such damage occurs, Jenoptik will repair such damage and restore such infrastructure or facilities to a condition comparable to that which the infrastructure of facilities were in prior to such damage.

5. Location Not to Impede Traffic. Jenoptik shall locate its equipment at locations mutually agreeable to the City and Jenoptik. Equipment will not be located at a location where vehicular or pedestrian traffic will be impeded.

6. Assumption of Risk of Damage to Jenoptik Equipment. Jenoptik agrees to assume all risk of damage to its equipment when deployed in the City, including but not limited to, damage from vandalism, damage from the elements, and damage from the negligence or intentional misconduct of persons other than employees or agents of the City. The City shall have no responsibility for damage to Jenoptik's equipment caused by persons other than City employees or agents.

7. Indemnity.

A. Jenoptik 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 negligent or alleged negligent acts, errors, or omissions of Jenoptik in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. The City's approval of any of Jenoptik's activities or work shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

C. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

D. The indemnification obligations of this section shall survive termination or expiration of this Agreement.

8. Insurance. The Property Manager agrees to maintain the liability insurance related to the Property Manager's actions described in Attachment B.

9. Independent Contractor.

A. Jenoptik and the City understand and expressly agree that Jenoptik is an independent contractor in the performance of each and every part of this Agreement. Jenoptik expressly represents, warrants, and agrees that Jenoptik'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. Jenoptik, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the

services required under this Agreement. Jenoptik shall make no claim of City employment nor shall Jenoptik claim any related employment benefits, social security, and/or retirement benefits.

B. Jenoptik 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, Jenoptik shall pay the same before it becomes due.

C. Jenoptik shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

10. Termination. Either the City or Jenoptik may terminate this Agreement at any time upon 30 days' written notice. Notice of termination by the City may be given via email or US Mail addressed to Justin McDole, Jenoptik North America, Inc, 16490 Innovation Dr., Jupiter, FL 33478, justin.mcdole@jenoptik.com. Notice of termination by Jenoptik may be given via email or US Mail to Blair King, City Manager, City of Bainbridge Island, 280 Madison Ave. N., Bainbridge Island, WA 98110, bking@bainbridgewa.gov.

11. No Obligations Beyond Proof of Concept Period. Neither party shall have any obligations under this Proof of Concept Agreement other than as specified herein and in the Statement of Work. Neither party is obligated to enter into an agreement for further services as the result of the Proof of Concept. If the parties mutually agree to the provision of additional services, an additional agreement providing for such services will be required.

Effective as of the last date provided below.

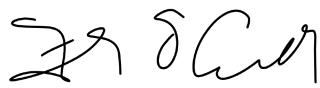
Date:

Date:

CITY OF BAINBRIDGE ISLAND

JENOPTIK NORTH AMERICA, INC.

Blair King, City Manager


By: Finbarr O'Carroll
Title: President

Statement of Work (SOW) – Proof of Concept



MORE LIGHT

JENOPTIK North America Inc.

16490 Innovation Dr.
Jupiter, FL 33478
United States

Telephone: +1 619-252-5844

Email: justin.mcdole@jenoptik.com

Web: <http://www.jenoptik.us>

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Document Control

Prepared For

This document has been prepared for the City of Bainbridge Island

Purpose

The purpose of this document is to establish the parameters in the Proof of Concept (POC) agreed to by JENOPTIK and CUSTOMER. This document is not intended to serve as a purchase order, invoice, or guarantee of services outside the scope of this document and POC agreement. The parameters described within include, but are not limited to:

- 1.** Deploy two (2) Rapid Deployment ALPR Trailers on a mutually agreed to date and locations along the ferry waiting line and at the entrance to the ferry terminal entrance.
- 2.** Provide:
 - TraffiData Back Office software access up to 3 users (please see User List section on page 6)
 - Technical support
 - Demonstrate proof that the VECTOR (ALPR) cameras can accurately identify vehicles cutting in line in the defined monitored area.
- 3.** Monitor:
 - Traffic on up to two lanes in a single direction
 - Camera and TraffiData performance related to identifying plates entering the ferry terminal that we not identified as previously waiting in line.
- 4.** Train CUSTOMER and demonstrate TraffiData back-office software.

Revision Index

Date	Rev.	Document No.	Distribution	Comments	Approver/Title
12/09/2024	01	PoC_SOW_01	Jenoptik-SMS Justin McDole	Initial	Finbarr O'Carroll – President L&S Americas

System Overview

The JENOPTIK VECTOR is the latest development in the highly successful family of JENOPTIK integrated ALPR cameras. Boasting a greater resolution and more powerful processors, the VECTOR can read up to two lanes of traffic in the most challenging of conditions, by day or night.

The VECTOR combines decades of ALPR experience into a single, highly capable and compact unit that uses two high-resolution cameras combined with integral Infra-Red (IR) illuminators to provide ALPR and scene overview images.

The TrafficData Back Office by Jenoptik is a sophisticated **CLOUD** based system comprised of an application server, recognition server, hotlist management server, communications server and database server. TrafficData is designed to manage camera assets, user accounts, collate and store ALPR data delivered from camera assets, provide live alerting through the use of Hotlists, and provide analytics of accurately targeted data mining searches.

The TrafficData Back Office is web based and can be accessed by any authorized user with a username and password. TrafficData records all user activity which is fully auditable. A user can access TrafficData by either selecting an Icon that will be displayed on the client desktop or by selecting or inserting the web address in the address bar of the internet browser in use.

Definitions

- **LPR Data:** Imagery, plate read, time stamp, GPS co-ordinates and direction of travel
- **BOF:** Back Office Facility (TrafficData)
- **ALPR:** Automated License Plate Recognition
- **Line cutters:** vehicles that move in front of another vehicle in a queue already waiting to board the ferry, without the authorization of a state ferry system employee.

Proof Of Concept Details

The Revised Code of Washington (RCW 46.61.735) states in part:

Ferry queues—Violations—Exemptions.

(1) It is a traffic infraction for a driver of a motor vehicle intending to board a Washington state ferry, to: (a) Block a residential driveway while waiting to board the ferry; or (b) move in front of another vehicle in a queue already waiting to board the ferry, without the authorization of a state ferry system employee.

In an effort to demonstrate the concept that Jenoptik is capable of identifying line cutters with technology that is capable of monitoring and recording this type of offense, Jenoptik will deploy two (2) Rapid Deployment ALPR Trailers (equipped with VECTOR cameras) to monitor traffic in and out of ferry lines on Bainbridge Island. The VECTOR cameras will use “point-to-point” vehicle identification technology to recognize line cutters as the vehicles maneuver into the waiting line.

Proof of concept will include training Bainbridge PD on the use of Jenoptik TrafficData Back Office software.

Data Protection

The City of Bainbridge will retain ownership of any and all data collected. Collected data will be used by Jenoptik to improve proof of concept and improve performance. All data is securely collected and stored at all times. All participants and Jenoptik employees and contractors have a responsibility to comply with relevant data protection regulations.

CUSTOMER Point of Contact(s):

Chief of Police: Joe Clark

Agency:

Bainbridge Island Police Department

City & State:

Bainbridge Island , WA

Duration of Pilot:

30 days

User List

User 1:

- First Name: _____
- Last Name: _____
- Email Address: _____

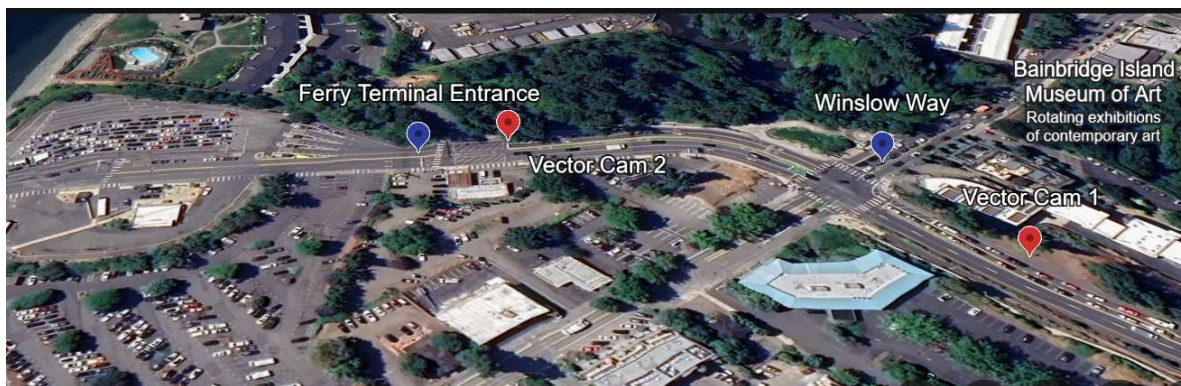
User 2:

- First Name: _____
- Last Name: _____
- Email Address: _____

User 3 (if applicable):

- First Name: _____
- Last Name: _____
- Email Address: _____

Conceptual Design and Equipment Description



Main Equipment: Rapid Deployment ALPR Trailer

Item/Qty.	Model	Image	Description/Purpose
Dual-Solar Rapid Deployment Trailer Qty. 2			2-Solar Panel Color: White/Brown - External Modem - Power Monitoring

Support Equipment

<i>Item/Qty.</i>	<i>Model</i>	<i>Image</i>	<i>Description/Purpose</i>
VECTOR Camera Single Bolt Bracket Qty. 1 per Camera	A8947-*		- Stainless Steel Vector Camera to Arm mount
VECTOR Breakout Box – G2 - SIM Socket – USA Qty. 1 per Camera	G2		- 48V power input - SIM socket - Weather proof
VECTOR Camera Cable Qty. 1 per Camera	8907-1/*m		- Cable from column box to Vector, lengths varies.
VECTOR Camera Qty. 2	8902-A**		- 3.2 MP ALPR Camera - Color: Grey

Location

Trailer 1 - Approximately: On Olympic Dr, at Winslow Way.

Trailer 2 – Approximately: Harborview Dr. at Ferry Terminal Entrance

Additional Comments:

Signature

CUSTOMER Representative Signature: _____

CUSTOMER Representative Name: _____

CUSTOMER Representative Title: _____

JENOPTIK Representative Signature: _____

JENOPTIK Representative Name: _____

JENOPTIK Representative Title: _____

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

Jenoptik 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 Jenoptik, its agents, representatives, or employees.

B. No Limitation

Jenoptik's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Jenoptik 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

Jenoptik 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 Jenoptik'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 Jenoptik's profession.

D. Minimum Amounts of Insurance

Jenoptik 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

Jenoptik'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 Jenoptik'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, Jenoptik shall provide to the City Manager of the Agreement a Certificate of Insurance evidencing the required insurance. Jenoptik 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 Jenoptik 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

Jenoptik 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 Jenoptik 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 Jenoptik 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.

J. City Full Availability of Property Manager Limits.

If Jenoptik 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 Jenoptik, irrespective of whether such limits maintained by Jenoptik 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 Jenoptik.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME:

AGENDA ITEM: Cancel the March 4, 2025, City Council Study Session

SUMMARY: Council will consider canceling the March 4, 2025, City Council Study Session.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** City Council

RECOMMENDED MOTION:

Cancel the March 4, 2025, City Council Study Session

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Receive City Manager's Report,

SUMMARY: Deputy City Manager Schroer will provide a report on the 2024 workplan.

The purpose of the workplan summary report and memo is to provide an update on some of the City's ongoing projects. The summary table provides an update on current projects, including those designated by the City Council as their highest priorities and areas of emphasis.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[2024 Year End Workplan_Memo_for CC 02252025.pdf](#)

[2024 Year End Work Plan Attachment for CC 02252025.pdf](#)



EXECUTIVE DEPARTMENT MEMORANDUM

Date: February 25, 2025

To: City Council

From: Blair King, City Manager

Cc: City Attorney
Department Directors

Subject: Information on 2025 Workplan and Priority Project Status

The purpose of the workplan summary report accompanying this memo is to provide an update on some of the City's current projects. The summary table provides an update on current projects, including those designated by the City Council as their highest priority projects. This list was recently updated to reflect priorities for 2024 and the upcoming 2025-2026 biennium.

This report focuses on the highest priority projects for 2024. The summary table includes over 80 different projects. Though this is a long list, it is by no means a comprehensive or prioritized list of all City activities and represents a small portion of ongoing work. Staff tracks and reports on these high priority issues to keep the Council and community informed and to demonstrate the projects which would be assessed to identify tradeoffs should new projects be added. Our reporting provides an assessment of progress on currently-approved work items to highlight areas of success and challenge.

2024 Year-End Results: Citywide Workplan Priorities

Key steps and decisions included:

- Successfully applied for and received Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant for \$480,000 with Housing Resources Bainbridge
- Implemented first multi-family housing property tax exemption application for the Wintergreen apartments
- Secured over \$6.6M in federal and state grant funds for Springbrook Creek fish passage restoration project
- Completed review of downtown parking programs, including adjustment to allow

additional on-street parking on weekends and holidays, and revisions to update the municipal code

- Selected Low Income Housing Institute (LIHI) for exclusive negotiation as the City's affordable housing development partner for the 625 Winslow project location
- Voted to acquire the Notch Property at 180 Olympic Drive to support the affordable housing project
- Completed acquisitions of easements and design for Eagle Harbor Drive non-motorized improvements
- Completed foundation for the Winslow High Water Tank
- Commenced construction of the bundled Madison Avenue Project
- Completed and approved a license agreement with Friends of the Farms for activities on certain city-owned properties
- Decided to provide non-profit organizations with priority processing for land use and building permits. Over one dozen permits received priority processing in 2024.
- Determined alignment of future segments of the Sound to Olympics Trail
- Directed grant application and potential funding for segments of the Sound to Olympics Trail, with direction related to two segments for a grant due in July
- Published a Draft Environmental Impact Statement (DEIS) on alternatives for the Comprehensive Plan and Winslow Subarea Plan updates
- Held significantly expanded National Night Out celebration at Waterfront Park
- Conducted outreach and engagement on the Comprehensive Plan and Winslow Subarea Plan through island-wide mailers, roadshows, city advisory group meetings and open houses
- Reviewed over 500 community comments related to the Comprehensive Plan/Winslow Subarea Plan Draft Environment Impact Statement (DEIS)
- Hosted a community unveiling of Peers artwork at the Ted Spearman Justice Center
- Commemorated Welcome Pole on the Sound to Olympics Trail
- Selected a consultant team for the Community Arts Plan project
- Hosted the Community Arts Plan project steering committee and community kick off events with consultant team
- Formed Council ad hoc subcommittee related to sustainable transportation
- Moved police and municipal court functions to the Ted Spearman Justice Center
- Hired new Climate and Sustainability Manager
- Determined Council priorities and areas of emphasis for 2025-2026

It is important to recognize that each of these steps and decisions are the result of significant work, and in many cases will be followed by months if not years of staff work to implement.

Some significant activities that emerged in the course of 2024 are shown on the next page.

When these emerging items required significant attention or support from Council and/or City staff, there was decreased capacity to address previously identified projects.

Key Added/Emerging Tasks During 2024 (grouped roughly by topic):

- Develop Bainbridge Island Municipal Code amendments related to electrical transmission at the request of an applicant
- Propose new sign code ordinance to address sandwich board and temporary signs
- Develop Bainbridge Island Municipal Code amendments to address requests related to unlisted/unidentified uses for property on Bainbridge Island
- Develop regulations related to crematoria and code as directed by City Council
- Develop draft legislative agenda related to Washington State legislative session for 2025
- Conduct negotiations with Bainbridge Disposal based on approved objectives
- Plan and participate in Juneteenth celebration
- Plan and present community National Night Out celebration
- Consider regulations related to protection of beavers on Bainbridge Island
- Host community welcome event for sustainable transportation coordinator
- Plan and support Bike to School/Work Day
- Plan, design and install bike corral (dedicated bike parking) on Winslow Way
- Support Council ad hoc subcommittee related to Sustainable Transportation
- Lead development of application to ATIIP grant (Active Transportation Infrastructure Investment Program), including modifying scope and budget
- Implement recommendations of the Council ad hoc subcommittee on committees
- Meet with youth at local high schools to promote more engagement of youth in City of Bainbridge Island programming and decision making
- Host community meeting related to redevelopment of the Police Station site for affordable housing
- Develop project and consider funding options for a water line to serve a visitor center at the Japanese American Exclusion Memorial
- Develop regulations and implement registration for roughly 140 Short-Term Rental businesses
- Consider and approve new agreement with Bainbridge Island Senior Community Center
- Evaluate automated traffic safety cameras for enforcement of ferry line violations
- Update municipal code related to Electric Vehicle charging infrastructure
- Remove and arrange for community use of wood from red oak tree at City-owned property

The reports that follow are sorted by the type of project, as well as the “driver” of, or reason for, the project. These organizational descriptions are intended to help with sorting and

reviewing the list. Categories include Climate/Natural Resources, Land Use/Housing, Mobility, Safety, Community, and Accountability. Drivers include Policy, Operations, Capital and Required.

Council established the following priorities and area of emphasis for 2025-2026:

- Climate Action Plan Implementation
- Affordable Housing
- City Website Improvements
- Sustainable Transportation Plan Implementation
- Comprehensive Plan
- Groundwater Management Plan
- Resolve Permit Backlog
- Winslow Subarea Plan
- Equity Lens
- Road Maintenance

Thank you for allowing staff to submit this report.

2024 Workplan Projects

	Project	Status	Notes	Category	Project Driver	Dept
	** Comprehensive Plan Update	Active	Planning Commission and community engagement in Q1 2025. Target completion Q2 2025.	Land Use/ Housing	Required	PCD
	** Housing Action Plan Scorecard Implementation	Active	Staff presented first review of actions to City Council Q2 2024. Next report planned in Q1 or Q2 2025	Land Use/ Housing	Policy	PCD
	** Winslow Subarea Plan and Comprehensive Plan Steering Committee Support	Active	Monthly meetings held throughout 2024. Next meeting - March 2025. Anticipated to sunset Q2 2025 after one more major public engagement event.	Land Use/ Housing	Policy	PCD
	** Winslow Subarea Plan Update	Active	Planning Commission work is ongoing; recommendations expected by end of Q1 2025. Staff will work with Council in Q2 2025.	Land Use/ Housing	Policy	PCD
	Code Amendments to Address Unlisted/ Unidentified Uses for	Active	Scheduled for Council discussion March 2025.	Land Use/ Housing	Policy	PCD
	Design Review Legislation Compliance (HB 1293)	Active	Design Review Board draft anticipated to be before Planning Commission end of Feb/early March 2025. Council consideration and approval of new procedures must be completed by May 2025.	Land Use/ Housing	Policy	PCD
	Triennial Permit Fee Update	Active	Team is preparing report. Council review expected in Q1 2025.	Land Use/ Housing	Required	PCD
	** Winslow Subarea Plan and Comprehensive Plan Steering Committee Climate Lens and Equity Lens Implementation	Active	Using climate and equity lenses in discussion with the Steering Committee in their outreach efforts.	Land Use/ Housing	Policy	Exec, PCD
	** 180 Olympic Drive property options	Active	Final transaction expected in Q1 2025	Land Use/ Housing	Operations	Exec
	** 625 Winslow Way affordable housing development options	Active	Drafting Development Agreement with affordable housing developer, target completion June 2025, followed by a Master Development Plan.	Land Use/ Housing	Operations	Exec
	Code Amendments Related to Sign Code	Active	Implementation in Q1 2025	Land Use/ Housing	Policy	Exec
	** Groundwater Management Plan	Active	First phase modeling complete; community engagement in Q2 and plan completion in Q2 2025	Climate/ Natural Resources	Operations	PW
	Regulations Relating to the Protection of Beavers	Active	Continue discussion of options in Q2 2025	Climate/ Natural Resources	Policy	PW
	** CAP: Heat Pump Pilot Program	Active	Program initiated, with first installation completed in Q4 2024. Target completion in Q2 2025.	Climate/ Natural Resources	Policy	Exec
	** CAP: Waste Reduction and Limit on Single Use Plastics	Active	Ongoing support of initiatives related to compliance. Participated in 7 outreach events regarding composting connecting with 400 residents. Mailed postcards to all Island residents on composting regulations.	Climate/ Natural Resources	Policy	Exec

	Project	Status	Notes	Category	Project Driver	Dept
	** CAP: Zero Emissions Landscaping Tools (community-wide regulations)	Active	REAC and CCAC joint subcommittee working together on this issue. Discussion with City Council will occur at February 18 study session	Climate/ Natural Resources	Policy	Exec
	** CAP: Solid Waste Services Agreement Negotiation	Active	City entered into a 12-month period of exclusive negotiation with Bainbridge Disposal to prepare a solid waste collection agreement. City objectives approved by the City Council Q2 2024.	Climate/ Natural Resources	Policy	Exec
	** STP: Eagle Harbor/Wyatt Non-Motorized Project, Phase I	Active	Construction contract award in Q1 2025; Construction in summer 2025	Mobility	Capital	PW
	** STP: Madison Avenue Bundled Project	Active	Substantial completion in Q1 2025; Final paving and striping in early Q2 2025	Mobility	Capital	PW
	** STP: Sound to Olympic Trail Planning	Active	Award design agreement in Q2 2025	Mobility	Capital	PW
	** STP: Trail Projects: Lost Valley	Active	Begin Lost Valley Trail permitting in Q1 2025	Mobility	Operations	PW
	Ferry Line Traffic Enforcement	Active	Pilot program planned for Q1 2025	Mobility	Operations	Exec
	Animal Control Service Agreement Review	Active		Safety	Operations	POL, EXEC
	Marine Patrol: · Increase visibility and patrol hours during boating season · Coordinate with BIFD to augment staffing during patrols and increase available resources - Increase boater safety inspections	Active	An officer was dedicated in Q1 2024 as the full-time marine officer. The 2024 boating season is underway with statistics being collected.	Safety	Operations	POL
	Traffic Emphasis: · Continue work to coordinate automated data collection with enforcement efforts to address complaints · Consider purchase of additional speed signs - Coordinate enforcement efforts with Public Works' Traffic Calming program	Active	Traffic emphasis is continuing as staffing is available. Collection of automated data is delayed due to staffing turnover.	Safety	Operations	POL
	Emergency Management - Complete build out and set up of EOC at Ted Spearman Justice Center	Active	Construction and finishing of the Emergency Operations Center is ongoing. Initial equipment purchases have been made. Additional electrical and network work was completed in Q4. Final radio and antenna purchases will be made in Q1 2025. Once all equipment has been received, final installation and calibration work will commence.	Safety	Operations	Exec
	Emergency Management - Memoranda of Understanding with community partners for Hubs and Shelters	Active	MOU work is ongoing. MOUs/ILAs are in place for the majority of our disaster hubs. The remaining disaster hubs that need signed MOUs are IslandWood and Wing Point Country Club.	Safety	Operations	Exec

	Project	Status	Notes	Category	Project Driver	Dept
	Water Line at Exclusion Memorial	Active	Expected construction award in early Q2 2025; construction start late Q2	Community	Capital	PW
	Community Arts Plan Process	Active	City began bi-weekly meetings with Consultant. 12-month timeline established. Plan expected to be completed in Q1 2025 with presentation to City Council in Q2 2025.	Community	Policy	Exec
	Suyematsu Historic District Management Agreement	Active	Community alliance working on plan and program development.	Community	Policy	Exec
	Youth in Government	Active	Planning for opportunity to invite area youth to learn about government and hear how they would like to engage. Memos written for City Manager to share with Council.	Community	Policy	Exec
	Hawley/Irene Sewer Upgrades	Active	Construction start in Q1 2025	Accountability	Capital	PW
	Ted Spearman Justice Center Completion and Move In	Active	Manage remaining warranty work post warranty period; complete in Q3 2025	Accountability	Capital	PW
	Wastewater Beneficial Re-Use Project	Active	Present draft report to City Council in Q1 2025	Accountability	Operations	PW
	Wastewater Treatment Plant Capacity Upgrades	Active	Construction contract award in Q1 2025	Accountability	Capital	PW
	Wastewater Treatment Plant Outfall Replacement	Active	Design contract award in Q1 2025	Accountability	Capital	PW
	Water System Business Plan	Active	Review early findings with UAC in Q1 2025	Accountability	Operations	PW
	Winslow Water Tank Replacement Project	Active	Construction started; construction contract award of offsite improvements in Q1 2025	Accountability	Capital	PW
	** Pavement Condition Report Update and Project Prioritization	Active	City Council briefings and community engagement to continue in Q2	Accountability	Operations	PW
	Annual fleet and equipment	Active	2024 procurements underway	Accountability	Capital	PW
	City Hall Security System Software Upgrades	Active	Construction contract award in Q1 2025; Construction in spring 2025	Accountability	Capital	PW
	Ferncliff water main extension	Active	Construction complete; Casey well house demolition in Q2 2025	Accountability	Capital	PW
	Sewer District 7 Interlocal Agreement Update	Active	Complete; City Council review of connection policy in Q1 2025	Accountability	Operations	PW
	Stormwater System Plan	Active	Planned City Council adoption in Q1 2025	Accountability	Operations	PW
	Water and Sewer general obligation bond planning and issuance: \$5 M Water, \$6.8 M Sewer	Active	Timing dependent on progress of associated capital projects. Expected in 2025.	Accountability	Operations	FIN
	City Banking Services Transition	Active	Kitsap Bank selected, contract in progress, cutover expected Q2 or Q3 2025	Accountability	Operations	FIN
	** Islander Mobile Home Park Employee Housing	Active	Project ongoing. Budget request approved in 2024 for installation in 2025.	Accountability	Operations	Exec, PW
	** City of Bainbridge Island Racial Equity Plan	Active	Ongoing	Accountability	Operations	Exec

	Project	Status	Notes	Category	Project Driver	Dept
	** Racial Equity Toolkit	Active	Racial Equity Toolkit piloted on Utility Rate Study with PW. Demographic data collection in water/sewer area is in process as a result with recommendations for scaling reductions to be shared with Council in 2025. Plans in place for February and March trainings for operationalizing the Toolkit.	Accountability	Operations	Exec
	Americans with Disabilities Act Transition Plan	Active	Working with new consultant on remaining scope of work. Performing community outreach Q1/Q2	Accountability	Operations	Exec
	Comcast Franchise Renewal	Active	Renewal negotiations in process.	Accountability	Operations	Exec
	Suquamish Tribe Relationship Building	Active	Tribal member participating in Council Chambers art process. Offering of wood from red oak in process.	Accountability	Operations	Exec
	** Island Wide Transportation Plan Update	Active	Reconcile IWTP with the more recently adopted Sustainable Transportation Plan.	Accountability	Policy	Exec
	** CAP: Sea Level Rise Adaptation report	Complete	Report presented Q2 2024.	Land Use/ Housing	Policy	PCD
	Code Amendments Related to Crematoria	Complete	Complete. Ordinance 2024-21	Land Use/ Housing	Required	PCD
	Code Amendments Related to Electrical Transmission, applicant request	Complete	Complete. Ordinance 2024-16	Land Use/ Housing	Required	PCD
	Permit Review Timelines Legislation Compliance (SB 5290)	Complete	Complete. Ordinance 2024-28	Land Use/ Housing	Required	PCD
	** CAP: Solar panel installation per carbon offset recommendation at non-City-owned site.	Complete	Project transferred as capital project to Public Works	Climate/ Natural Resources	Policy	Exex
	** CAP: COBI Fleet Electrification Study	Complete	Consultant report to Council provided in Q4 2024.	Climate/ Natural Resources	Operations	Exec
	** CAP: ETIPP Renewable Energy Technical Assistance	Complete	Complete	Climate/ Natural Resources	Policy	Exec
	** STP: Bicycle Friendly Community Designation	Complete	Designation received.	Mobility	Policy	Exec
	** STP: Bike Corral on Winslow Way	Active	Council approved dedication of one parking space on Winslow Way for bicycle and e-bicycle at-grade parking. Stanchions installed. Art to follow in Q2 2025	Mobility	Operations	Exec
	Parking Regulations and Programs Review	Complete	Standardize parking limits and establish consistent parking permit program.	Safety	Policy	POL, EXEC
	Emergency Management - 5 Year Review and Update of the Comprehensive Emergency Management Plan (CEMP)	Complete	Complete. CEMP reviewed by staff and City Council and submitted to the State for review. Official review and feedback received by the Emergency Manager in January 2025.	Safety	Operations	Exec
	Special Events Review and Policy Development	Complete	Council approved list of co-sponsored events for 2024.	Community	Policy	POL, EXEC
	Short Term Rental Registration Program Development and Implementation	Complete	Set up complete. Processing applications as they come in and moving to compliance focus.	Community	Operations	FIN

	Project	Status	Notes	Category	Project Driver	Dept
	Bainbridge Island Senior Community Center ground lease agreement	Complete	Council approved ground lease update in Q2.	Community	Operations	Exec
	Public Farmland Use License Agreement with Friends of the Farms	Complete	Master Lease for farmland terminated at yearend 2023. License agreement approved in Q2.	Community	Policy	Exec
	Welcome Pole Project on the Sound to Olympics Trail	Complete	Partnering with the Suquamish Tribe, Bainbridge Island Parks & Trails Foundation and Public Art Committee. Installation in Q3 2024.	Community	Capital	Exec
	Ted Spearman Justice Center Exterior Public Art "Peers" Installation	Complete	Complete	Accountability	Operations	PW
	Water and Sewer SCADA Upgrades	Complete	Project complete	Accountability	Capital	PW
	PSE Franchise Renewal	Complete	Complete	Accountability	Operations	PW
	2025-2026 Budget Development	Complete	Complete	Accountability	Operations	FIN
	Hotels as a Permitted Use in Commercial Zones	Deferred	Planning Commission deferred on issue until Winslow Subarea Plan work was further along. Anticipated to be part of that work in 2025.	Land Use/ Housing	Policy	PCD
	** STP: E-bike Voucher Incentive Program	Deferred	New pilot program to incentivize the adoption of sustainable commute modes	Mobility	Policy	Exec
	Critical Areas Ordinance Update	Pending	CAO updates required one year after due date of Comprehensive Plan updates. Work anticipated to ramp up mid-2025.	Land Use/ Housing	Required	PCD
	Shoreline Management Program Periodic Review	Pending	Deferred until after the completion of the Winslow Subarea Plan, COmp Plan and CAO update	Climate/ Natural Resources	Required	PCD
	** STP: Youth Cyclists Education Program	Pending	Youth focused cycling education program and safety campaign. Paused pending staff availability ad BISD partnership development.	Mobility	Policy	Exec
	** CAP: Solar Panels and Battery Energy Storage project	Pending	Project delayed due to staff limitations.	Community	Policy	Exec
	Country Club Road Reconstruction	Pending	Construction contract awarded; Begin work in early Q2 2025	Accountability	Capital	PW
	Sunday Cove, Lovell, Wood, Wing Point (SLoWW) sewer improvements	Pending	Design complete; permits submitted; Pending hearing date in Q2 2025	Accountability	Capital	PW



City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (7:05 PM) Receive Monthly Report on Winslow Subarea Plan and Comprehensive Plan Updates - Planning,

SUMMARY: The Planning Commission convened and discussed the Winslow Subarea Plan update and the Comprehensive Plan update on January 9, January 23, during a Special Meeting on January 30, and on February 13, 2025.

On January 9, staff introduced a draft preferred alternative showing a preliminary combination of Alternatives 2 and 3 to begin discussions. The Planning Commission passed motions requesting information on other, related topics such as transfer of development rights and a matrix of housing production estimates from tools included in the Housing Action Plan.

On January 23, staff prepared materials for a discussion on floor area ratio, density, and preliminary draft building heights. Other concepts from two Planning Commission members were presented and discussed.

On January 30, staff with consultant support provided detailed information on housing production estimates and staff circulated a housing matrix per an earlier request.

On February 13, staff developed a motion for discussion on Winslow Subarea boundaries. Other discussions on properties affected by boundaries and on subarea plan principles occurred.

For February 27, staff will queue up discussions along with a proposed motion on the Winslow Subarea boundary. Near future actions, motions and meeting topics will also be discussed.

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning &
Community Development

RECOMMENDED MOTION:

I move to acknowledge the periodic update of Bainbridge Island's Comprehensive Plan was due December 31, 2024, and affirm all best efforts to complete the periodic update and submit for review to the Department of Commerce by June 30, 2025.

COMMUNITY ENGAGEMENT AND OUTREACH:

monthly updates to City Council, over 400 hours of community engagement and public outreach, regular and special Planning Commission meetings

FISCAL IMPACT:

Amount:

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

BACKGROUND: City Council receives a monthly update on the ongoing work to review and revise the Winslow Subarea Plan and the Comprehensive Plan. Pursuant to the schedule established by the Department of Commerce under the Growth Management Act, Bainbridge Island is required to submit its periodic update to the Department of Commerce for review by December 31, 2024.

One of the reasons for the delay in completing the periodic update is for the first time in over twenty years, the island will need additional zoned capacity to meet new statutory housing affordability accommodations. It is suggested a secondary target date to complete the periodic update be approved by the Council. Staff has been working to achieve completion by June 30, 2025. It is noted that the due date of December 2024 was established for jurisdictions in four counties (including Kitsap County). The next batch of updates in eight other Western Washington counties is due to the Department of Commerce December 31, 2025. It is assumed the submission of the periodic update by June 30, 2025 will help the city avoid penalties. However, a submission date past mid-year may begin to interfere with the Department of Commerce's review of 2025 submittals and Bainbridge Island's late submittal may not be as well received.

Staff have referred to the tools contained in the Housing Action Plan as providing a variety of techniques to increase affordable housing. The tools and techniques in the Housing Action Plan have been analyzed and represent well-vetted methods for consideration in Winslow. Determinations of densities, floor-area-ratio, building height, and the zoning districts within which to consider these items is considered a key next step to provide most of the substance for the Winslow Subarea Plan which will allow for a more limited need to update the broader Comprehensive Plan.

Upon the tentative recommendations of the Planning Commission with regard to subarea boundaries, zoning district boundaries, and development standards (including heights and floor area ratio), capacity analyses can be conducted and policy framework drafted to begin the form the basis of the remaining chapters of the Winslow Subarea Plan.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 25, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Consider Request for an Agenda Item to Discuss Implementing Water Conservation Measures on Bainbridge Island,

SUMMARY: Council will consider Councilmember Deet's request to place a discussion on implementing water conservation measures on Bainbridge Island on a future Council agenda.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Discussion and potential placement on a future Council agenda.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[JDeets - Water Conservation 02192025.pdf](#)

**Request for Council Discussion on Implementing Water Conservation Measures
on Bainbridge Island
By Joe Deets, Councilmember
February 19, 2025**

Introduction

This is a request for Council to begin discussions on setting policy guidelines for water conservation on the Island.

Background

Water is recognized as the most precious resource on the Island, with separate water-related discussions on-going. The Groundwater Management Plan, tasked with the critical goal of ensuring there will be clean and sufficient groundwater for future generations, is nearing completion. Recently, Council received a briefing on the potential for implementing wastewater beneficial re-use in the Winslow area. And it has been pointed out that natural systems play an important role, notably the benefits that beavers provide in storing surface water. During these discussions we have seen evidence of water being wasted on the Island. We have also learned there is a dearth of conservation measures in place to address the waste.

For Discussion

Water is a finite, critical resource. We have monitored and measured it, recognized the importance of storing it, and studied the potential for re-using it. I believe an appropriate next step is to begin discussions on the implementation of measures for conserving its use.

I look forward to future Council discussions on this matter.