



**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, APRIL 22, 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) Present Proclamation Declaring April 2025, as "Sexual Assault Awareness Month," 5 Minutes**
[Sexual Assault Awareness Month 2025.docx](#)
 - 3.B (6:15 PM) Present Proclamation Declaring April 20-26 as "National Volunteer Week on Bainbridge Island" - Executive, 5 Minutes**
[National Volunteer Week Proclamation 2025.docx](#)
 - 3.C (6:20 PM) Present Proclamation Declaring May 11 through 17, 2025, as "Bainbridge Island Police Week," 5 Minutes**
[Bainbridge Island Police Week 2025.docx](#)
 - 3.D (6:25 PM) Present Proclamation Declaring May 2025, as "Building Safety Month," 5 Minutes**
[Building Safety Month May 2025.docx](#)
 - 3.E (6:30 PM) Receive Poem from Poet Laureate for National Poetry Month, 5 Minutes**
- 4. PUBLIC COMMENT - 6:35 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, 20 Minutes
[Guidelines and Instructions for Providing Public Comment.pdf](#)

5. CONSENT AGENDA - 6:55 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 Accounts Payable and Payroll

[AP Report to Council of Cash Disbursements 04-09-25.pdf](#)

[AP Report to Council of Cash Disbursements 04-16-25.pdf](#)

[Council Report 04-20-25.pdf](#)

5.C Approve City Council Meeting Minutes

[Special City Council Meeting Minutes, LIHI Tour, April 1, 2025.docx](#)

[Special City Council Meeting Minutes - Executive Session, April 8, 2025.pdf](#)

[Regular City Council Business Meeting Minutes, April 8, 2025.pdf](#)

5.D Authorize the City Manager to Execute a Professional Services Agreement with TetraTech for the Wastewater Treatment Plant Capacity Upgrades Project and Construction Support (\$365,018.00Â - Sewer Fund) - Public Works

[PSA WWTP Capacity Upgrades - Construction Services Tetra Tech.docx](#)

[Exhibit A - Budget - 04.17.2025.pdf](#)

[WWTP Upgrades_01187.pdf](#)

5.E Authorize the City Manager to Execute a Construction Contract with McClure & Sons, Inc. (\$4,158,509.08) for the Wastewater Treatment Plant Capacity Upgrade Equipment Project - Public Works,

[FBB WWTP Capacity Upgrades McClure Sons CC.docx](#)

[CIP_Wastewater Treatment Plant Upgrades_01187.pdf](#)

[Bid Form_Winslow WWTP Capacity Upgrades_2025.03.28_CC.pdf](#)

5.F Adopt Resolution No. 2025-07 to Amend the City's Fee Schedule to Add a Fee for Redaction of Body-Worn Camera Videos, 5 Minutes

[Executive Department Memorandum - Body-Worn Camera Redaction Fees.docx](#)

[Resolution No. 2025-07 Amending the Fee Schedule to Adopt Fees for Body-Worn Camera Video Redaction.docx](#)

5.G Cancel the May 6, 2025 City Council Study Session

5.H Ratify the City Manager's Submittal for a Congressionally Directed Spending (CDS) Request to the Office of U.S. Senator Maria Cantwell, Requesting \$5,000,000 in Appropriations - Executive
[OAM_Cantwell Congressionally Directed Spending \(CDS\) Request Form - FY2026 Appropriations.pdf](#)
[2025 BIDA Letter of Support_Cantwell.pdf](#)
[2025 LIHI Letter of Support_Cantwell_Winslow.pdf](#)

5.I Approve 2025 Workplan for the Climate Change Advisory Committee, 5 Minutes

[2024 Committee Work and 2025 Workplan.docx](#)

- 5.J Authorize the City Manager to Execute a Professional Services Agreement for Farm Management with Justin Domingus for \$60,000 for a 12-Month Period,**
domingus-signed_Redacted.pdf

6. COUNCIL ANNOUNCEMENTS - 7:00 PM

7. CITY MANAGER'S REPORT - 7:10 PM

8. REGULAR BUSINESS

- 8.A (7:15 PM) Present the Groundwater Management Plan First Draft Review Process and Options for Peer Review Services - Public Works,** 20 Minutes
GWMP City Council Update 041625.pptx

- 8.B (7:35 PM) Review the Development Agreement between the City of Bainbridge Island and the Low Income Housing Institute (LIHI) for the Development of 625 Winslow Way - Executive,** 20 Minutes
Development Agreement for Affordable Housing Project 4-18-25 Rev3.docx
Attachment E - Ground Lease and Regulatory Agreement with LIHI.docx
625 Winslow Way.pptx

- 8.C (7:55 PM) Receive Monthly Update on Comprehensive Plan and Winslow Subarea Plan and Provide Policy Direction on the Affordable Housing Overlay Zone Concept for the Winslow Subarea -Planning,** 20 Minutes

- 8.D (8:15 PM) Consider Ordinance No. 2025-13 Relating to Unlisted Land Uses - Planning,** 15 Minutes
Ordinance No. 2025-13 Unlisted Uses draft 03.27.2025_v2.docx

- 8.E (8:30 PM) Consider Ordinance No. 2025-12 Amending Chapter 2.80, Public Records Disclosure,** 10 Minutes
Ordinance No. 2025-12 Amending Chapter 2.80, Public Records Disclosure.docx
2024-07 Public Records Act Administrative Rules.pdf

- 8.F (8:40 PM) Designate a Councilmember to Attend the Annual Puget Sound Energy Check-in Meeting on May 15, 2025,** 5 Minutes

9. ADJOURNMENT - 8:45 PM

GUIDING PRINCIPLES

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

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

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

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

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's

environmental resources are finite and must be maintained at a sustainable level.

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

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

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



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



City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:10 PM) Present Proclamation Declaring April 2025, as "Sexual Assault Awareness Month,"

SUMMARY: The attached proclamation declares the month of April 2025, as Sexual Assault Awareness Month. It is one of the annual proclamations that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY: City Council

RECOMMENDED MOTION:
Presentation only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Sexual Assault Awareness Month 2025.docx](#)



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring the month of April 2025, as “Sexual Assault Awareness Month.”

WHEREAS, in 2001, Washington State’s Rape Awareness Week and other national practices of Sexual Assault Awareness Week expanded to a Sexual Assault Awareness Month, which was officially declared to be recognized in the month of April by President Obama in 2009; and

WHEREAS, Sexual Assault Awareness Month aims to raise public awareness about sexual assault and educate communities about how to prevent it; and

WHEREAS, according to the Centers for Disease Control and Prevention, nationally, almost half of all women and almost one in three men experience sexual assault in their lifetime. At least one in four girls and as many as one in six boys are sexually abused before turning eighteen years old and at least half of our 2SLGBTQ+ community are sexually assaulted in their lifetime; and

WHEREAS, sexual assault remains one of the most prevalent yet underreported crimes in the United States; and

WHEREAS, while great strides have been made in raising awareness, establishing state and federal funding for, and improving public policies responding to sexual assault and abuse, in Washington State and in Kitsap County, communities continue to struggle with the myths and harms perpetuated by systemic sexism, racism, and oppression, resulting in sexual assault and abuse; and

WHEREAS, continued and increased prioritization and investment of sexual assault and abuse awareness is critical to dismantling the causes of sexual violence; and

WHEREAS, the City of Bainbridge Island is committed to taking a firm stand against sexual assault, eliminating this and other acts of violence that threaten the safety and welfare of all individuals, children, and families; and supporting survivors.

NOW, THEREFORE, I, Ashley Mathews, Mayor of the City of Bainbridge Island, on behalf of the City Council, declare the month of April 2025, as “Sexual Assault Awareness Month” in the City of Bainbridge Island and join advocates and communities across the country in taking action to prevent sexual assault and remind ourselves that each day of the year is an opportunity to create change for the future.

DATED this 22nd day of April 2025

Ashley Mathews, Mayor



City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:15 PM) Present Proclamation Declaring April 20-26 as "National Volunteer Week on Bainbridge Island" - Executive,

SUMMARY: The attached proclamation declares April 20-26 as National Volunteer Week on Bainbridge Island. It is one of the annual proclamations that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY:

RECOMMENDED MOTION:

Presentation only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[National Volunteer Week Proclamation 2025.docx](#)



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring April 20-26, 2025, as "National Volunteer Week on Bainbridge Island."

WHEREAS, the individuals, groups and government that together form our community are at the center of our social life; and

WHEREAS, the volunteers in a community can inspire, equip and mobilize others to take action that changes the world; and

WHEREAS, the giving of oneself in service to others empowers the giver and the recipient; and

WHEREAS, experience teaches us that effective government requires and benefits greatly by volunteer support and involvement; and

WHEREAS, experience also teaches us that government alone cannot solve all of our social problems, nor can it reasonably energize all of the many organizations and activities that combine to build a vibrant community; and

WHEREAS, our Island's volunteer force is a great treasure; and

WHEREAS, volunteers are vital to our future as a caring and productive community and nation; and

WHEREAS, during the week of April 20-26, 2025, volunteers all over the nation will be recognized for their commitment to service by the observation of National Volunteer Week; and

WHEREAS, the City will recognize the service of its volunteers at a special event on May 7, 2025.

NOW, THEREFORE, I, Ashley Mathews, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim April 20-26, 2025, as

"NATIONAL VOLUNTEER WEEK ON BAINBRIDGE ISLAND"

and on behalf of our City, thank my fellow Islanders for their generous and effective volunteer efforts on behalf of our community and urge them to continue to volunteer in any and all ways possible. By volunteering and recognizing those who serve, we can come together to make a difference.

DATED this 22nd day of April 2025

Ashley Mathews, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:20 PM) Present Proclamation Declaring May 11 through 17, 2025, as "Bainbridge Island Police Week,"

SUMMARY: The attached proclamation declares the week of May 11 through 17, 2025, as "Bainbridge Island Police Week." It is one of the annual proclamations that may be signed by the Mayor without further City Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY: Executive

RECOMMENDED MOTION:

Presentation only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Bainbridge Island Police Week 2025.docx](#)



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, recognizing May 11 - 17, 2025, as “Bainbridge Island Police Week” to honor the service and sacrifice of those law enforcement officers killed in the line of duty.

WHEREAS, in 1962, President John F. Kennedy designated May 15 as Peace Officers Memorial Day and the week in which it falls as *National Police Week*; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bainbridge Island Police Department; and

WHEREAS, since the first recorded death in 1786, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, whose names are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, the Bainbridge Island City Council wishes to honor the service and sacrifice of law enforcement officers killed in the line of duty by formally designating May 11 - 17, 2025, as Police Week in the City of Bainbridge Island to publicly salute the service of law enforcement officers in our community and in communities across the nation.

NOW THEREFORE, I, Ashley Mathews, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim May 11 - 17, 2025, as

BAINBRIDGE ISLAND POLICE WEEK

and encourage all residents to join me in this special observance.

DATED this 22nd day of April 2025

Ashley Mathews, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:25 PM) Present Proclamation Declaring May 2025, as "Building Safety Month,"

SUMMARY: The attached proclamation declares May 2025, as "Building Safety Month." It is one of the annual proclamations that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY: Executive

RECOMMENDED MOTION:

Presentation only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Building Safety Month May 2025.docx](#)



PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring May 2025, as Building Safety Month.

WHEREAS, our City is committed to recognizing that everyone in our community depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as snowstorms, wildland fires, floods and earthquakes. The impact of climate change and the increasing frequency and severity of natural hazard incidents — injuring people and damaging property and the environment — pose significant challenges for our infrastructure. Increasing our energy efficiency plays an important role in keeping Americans safe; and

WHEREAS, Building Safety Month is sponsored by the Washington Association of Building Officials and the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local building code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, “Game On,” the theme for Building Safety Month 2025, encourages us all to raise awareness about building safety on a personal, local and global scale, and by investing in our infrastructure, modernizing our buildings, and adopting building codes to protect our citizens and be better positioned to withstand extreme natural hazards in the future.

NOW, THEREFORE, I, Ashley Mathews, Mayor of the City of Bainbridge Island, on behalf of the City Council do hereby proclaim the month of May 2025, as

Building Safety Month

in the City of Bainbridge Island and encourage our residents to recognize the importance of safe and resilient buildings and the work of our building code officials.

DATED this 13th day of May 2025

Ashley Mathews, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:30 PM) Receive Poem from Poet Laureate for National Poetry Month,

SUMMARY: April is National Poetry Month. The City's Poet Laureate, Michele Bombardier, will present a poem.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION:

Receive poem.

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: April 22, 2025

ESTIMATED TIME: 20 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: April 22, 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: April 22, 2025

ESTIMATED TIME:

AGENDA ITEM: Approve Accounts Payable and Payroll

SUMMARY: Council will consider approval of accounts payable and payroll.

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

RECOMMENDED MOTION:
Approve accounts payable and payroll.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[AP Report to Council of Cash Disbursements 04-09-25.pdf](#)

[AP Report to Council of Cash Disbursements 04-16-25.pdf](#)

[Council Report 04-20-25.pdf](#)



ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN DATE: 04/09/2025

Last check from previous run: 362254 dated 04/02/2025 issued to West Hills Ford Mazda for \$829.24

Last ACH from previous run: 5565 dated 04/03/2025 issued to West Bay Auto Parts for \$125.51

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
Manual ACH	04/07/2025	5566	Kitsap Backflow - repair at Commodore Well House	\$ 411.49
Manual Check	04/10/2025	362274	COBI Permits - West Eagle Harbor Beach sewer improvements	\$ 11,690.00
Regular Check Run	04/09/2025	362255-362273	Total Regular Check Run	\$ 19,057.53
Regular ACH Run	04/10/2025	5567-5599	Total Regular ACH Run	\$ 264,563.82
Total Disbursements				\$ 295,722.84

Retainage Release	04/10/2025	237	Bainbridge Island Electric - WWTP VFD replacement	\$ 10,556.48
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by Grace Lin Grace Lin, Senior Accounting Technician

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

Kim Dunscombe

04.17.2025

Kim Dunscombe, Accounting Manager

Date

04/04/2025 14:46 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

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

VOUCHER INVOICE

INV DATE

PO

CHECK RUN

NET

						INVOICE DTL DESC	
5566	04/07/2025	EFT	10029	BRAZEAU, MARK	278690	354	03/03/2025 20240075 M040425 411.49
Invoice: 354					411.49	73411345 548100	PW/REPAIR COMMODORE WELL HOUSE BACKFLOW DEVICES REPAIRS & MAINTENANCE

CHECK 5566 TOTAL: 411.49

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 411.49

	COUNT	AMOUNT
TOTAL EFT'S	1	411.49

*** GRAND TOTAL *** 411.49

04/04/2025 14:46 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: glin

|P 2
|apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 4 46	APP 401-213000	04/07/2025	M040425	040425			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		411.49	
APP 635-111100	04/07/2025	M040425	040425				CASH AP CASH DISBURSEMENTS JOURNAL			411.49
GENERAL LEDGER TOTAL									411.49	411.49
APP 631-130000	04/07/2025	M040425	040425				DUE TO/FROM CLEARING		411.49	
APP 401-130000	04/07/2025	M040425	040425				DUE TO/FROM CLEARING			411.49
SYSTEM GENERATED ENTRIES TOTAL									411.49	411.49
JOURNAL 2025/04/46 TOTAL									822.98	822.98

04/04/2025 14:46
glin

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
401 WATER OPERATING FUND	2025	4	46	04/07/2025			
401-130000					DUE TO/FROM CLEARING		411.49
401-213000					ACCOUNTS PAYABLE	411.49	
					FUND TOTAL	411.49	411.49
631 CLEARING FUND	2025	4	46	04/07/2025			
631-130000					DUE TO/FROM CLEARING	411.49	
635-111100					CASH		411.49
					FUND TOTAL	411.49	411.49

04/04/2025 14:46 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

|P 4
|apcshdsb

FUND		DUE TO	DUE FR
401	WATER OPERATING FUND		411.49
631	CLEARING FUND	411.49	
TOTAL		----- 411.49	----- 411.49

** END OF REPORT - Generated by Grace Lin **

Manual Check 04/10/25 GL

04/10/2025 12:00 | CITY OF BAINBRIDGE ISLAND
glin | A/P CASH DISBURSEMENTS JOURNAL

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| P      1
| apcshdsb
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CASH ACCOUNT: 635	111100	CASH
CHECK NO	CHK DATE	TYPE VENDOR NAME

VOUCHER INVOICE

INV	DATE	PO
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CHECK RUN

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INVOICE	DTL	DESC
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362274	04/10/2025	PRTD	634	CITY OF BAINBRIDGE I	278770	PLN51849	SVAR-MAJOR	04/01/2025	M041025	11,690.00
				Invoice: PLN51849 SVAR-MAJOR				PW,ENG/SSLWW PERMIT		

2,922.50	71423434	64980000989	SUNDAY COVE PUMP-PERMITS
2,922.50	71423434	649800000990	WOOD AVE PUMP STA-PERMITS
2,922.50	72423434	64980001085	SUNDAY COVE GRAVITY MAIN-PERMI
2,922.50	72423434	64980001086	LOWER LOVELL SLS-PERMITS

CHECK	362274	TOTAL:	11,690.00
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NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	11,690.00
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	11,690.00

*** GRAND TOTAL *** 11,690.00

04/10/2025 12:00 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: glin

|P 2
|apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 4 115	APP 402-213000	04/10/2025	M041025	041025			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		11,690.00	
	APP 635-111100	04/10/2025	M041025	041025			CASH AP CASH DISBURSEMENTS JOURNAL			11,690.00
							GENERAL LEDGER TOTAL		11,690.00	11,690.00
	APP 631-130000	04/10/2025	M041025	041025			DUE TO/FROM CLEARING		11,690.00	
	APP 402-130000	04/10/2025	M041025	041025			DUE TO/FROM CLEARING			11,690.00
							SYSTEM GENERATED ENTRIES TOTAL		11,690.00	11,690.00
							JOURNAL 2025/04/115 TOTAL		23,380.00	23,380.00

04/10/2025 12:00 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

|P 3
|apcshdsb

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
402 SEWER OPERATING FUND	2025	4	115	04/10/2025			
402-130000					DUE TO/FROM CLEARING		11,690.00
402-213000					ACCOUNTS PAYABLE	11,690.00	
						-----	-----
					FUND TOTAL	11,690.00	11,690.00
631 CLEARING FUND	2025	4	115	04/10/2025			
631-130000					DUE TO/FROM CLEARING	11,690.00	
635-111100					CASH		11,690.00
						-----	-----
					FUND TOTAL	11,690.00	11,690.00

04/10/2025 12:00 |CITY OF BAINBRIDGE ISLAND
 glin |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND		DUE TO	DUE FR
402	SEWER OPERATING FUND		11,690.00
631	CLEARING FUND	11,690.00	
TOTAL		----- 11,690.00	----- 11,690.00

** END OF REPORT - Generated by Grace Lin **

Regular Check Run 04/09/25 GL



04/09/2025 13:36 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

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

VOUCHER INVOICE

INV DATE

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				INVOICE DTL DESC					
362255	04/09/2025	PRTD	9853 ALTEC INDUSTRIES INC	278704	51622969	03/11/2025	04/09/25	1,778.87	
Invoice: 51622969				1,778.87	73011189 548100	PW/NO 25371 - PM INSPECTION, DIELECTRIC TEST O&M - C/E FACIL REPAIRS			
CHECK 362255 TOTAL:								1,778.87	
362256	04/09/2025	PRTD	47 BAINBRIDGE DISPOSAL	278751	BBD INV72849	03/24/2025	04/09/25	474.63	
Invoice: BBD INV72849				474.63	91011189 547900	CITY HALL DISPOSAL SVCS MAR25 GG-C/E-CITY HALL-GARBAGE			
Invoice: BBD INV72913				278752	BBD INV72913	03/24/2025	04/09/25	226.07	
				226.07	91011755 547900	SENIOR CTR-COMMONS DISPOSAL SVCS MAR25 GG-C/E-COMMONS-GARBAGE			
Invoice: BBD INV73229				278753	BBD INV73229	03/24/2025	04/09/25	503.72	
				251.86	91011897 547900	PUBLIC WORKS YARD, DECANT FACILITY GG-C/E-O&M YARD FAC-GARBAGE			
				251.86	91435838 547900	GG-DECANT-GARBAGE			
CHECK 362256 TOTAL:								1,204.42	
362257	04/09/2025	PRTD	10004 BAINBRIDGE TRANSFER	278705	BTS INV1125	03/24/2025	04/09/25	153.99	
Invoice: BTS INV1125				131.99	91011897 547900	ONE OFF TRANSFER STATION CHARGES GG-C/E-O&M YARD FAC-GARBAGE			
				22.00	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
CHECK 362257 TOTAL:								153.99	
362258	04/09/2025	PRTD	10738 COLE, STEPHANIE	278767	REFUND-BLD28357	04/03/2025	04/09/25	1,128.24	
Invoice: REFUND-BLD28357				580.24	47148 322100	REFUND-BLD28357/COLE, STEPHANIE - PROJ OVRCHG BUILDINGS, STRUCT. & EQ			
				115.00	47148 345831	FIRE PLAN REVIEW & INSPECTIONS			
				377.16	47148 345830	PLAN CHECKING FEES			
				55.84	47148 322110	PLAN'G REVIEW OF BLDG PERMITS			
CHECK 362258 TOTAL:								1,128.24	
362259	04/09/2025	PRTD	152 DAILY JOURNAL OF COM	278710	3408480	04/02/2025	04/09/25	521.55	
Invoice: 3408480				521.55	72413434 64400001339	ENG/ADS FOR BIDS - JAEM WATER LINE EXTENSION BIJAEM WATER LINE EXT-ADV			
CHECK 362259 TOTAL:								521.55	
362260	04/09/2025	PRTD	10733 ECCLES, MATT	278754	REFUND-BLD28571	03/21/2025	04/09/25	1,123.33	
Invoice: REFUND-BLD28571				1,123.33	17334 345840	REFUND-BLD28571/ECCLES, MATT - PROJ CHG TIF FUND-TRANSP IMPACT FEE			

04/09/2025 13:36 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

						CHECK	362260	TOTAL:	1,123.33
362261	04/09/2025	PRTD	10721 GANDER, MALCOLM	278755	REFUND-WPCCDEP	MAR25	03/20/2025	04/09/25	150.00
Invoice: REFUND-WPCCDEP MAR25				150.00	41625860 586000	WPCC DEPOSIT REFUND - EVENT 03/10/25 SC/COMMONS ROOM DEP-DISBURSEME			
						CHECK	362261	TOTAL:	150.00
362262	04/09/2025	PRTD	8514 HERITAGE-CRYSTAL CLE	278719	19200711		03/03/2025	04/09/25	58.88
Invoice: 19200711				58.88	91011897 547900	USED OIL PICKUP CHARGE GG-C/E-O&M YARD FAC-GARBAGE			
						CHECK	362262	TOTAL:	58.88
362263	04/09/2025	PRTD	8952 KITSAP MUSIC TEACHER	278768	REFUND-WPCCDEP	MAR25	03/24/2025	04/09/25	150.00
Invoice: REFUND-WPCCDEP MAR25				150.00	41625860 586000	WPCC DEPOSIT REFUND - EVENT 03/22/25 SC/COMMONS ROOM DEP-DISBURSEME			
						CHECK	362263	TOTAL:	150.00
362264	04/09/2025	PRTD	10734 LANE, WHITNEY	278756	REFUND-BLD28915		03/31/2025	04/09/25	663.33
Invoice: REFUND-BLD28915				656.83	47148 322100	REFUND-BLD28915/LANE, WHITNEY - PROJ CNCL BUILDINGS, STRUCT. & EQ			
				6.50	65238 386000	SBCC - SBCC FEE			
						CHECK	362264	TOTAL:	663.33
362265	04/09/2025	PRTD	1069 NATIONAL ASSOCIATION	278736	03/24/25		03/24/2025	04/09/25	625.00
Invoice: 03/24/25				625.00	21011125 443410	CRT/2025 NACM ANNUAL CONFERENCE COURT-TRAINING			
						CHECK	362265	TOTAL:	625.00
362266	04/09/2025	PRTD	2576 OLYMPIC REGION MUNIC	278732	02/01/25		02/01/2025	04/09/25	100.00
Invoice: 02/01/25				100.00	36011143 549100	EXCC/ANNUAL DUES 2025 - CB, PN, MH CLERK-DUES/SUBSCR/MEMBRSHPS			
						CHECK	362266	TOTAL:	100.00
362267	04/09/2025	PRTD	6701 SHERWIN WILLIAMS	278741	3590-9		03/10/2025	04/09/25	119.43
Invoice: 3590-9				119.43	73011183 531100	PW/WO 24476 O&M-C/E-CH FAC-SUPPLIES			

04/09/2025 13:36 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 3
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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

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INVOICE DTL DESC

CHECK 362267 TOTAL: 119.43

362268 04/09/2025 PRD 4689 SITESTAR DONOBI INTE 278744 8052934
Invoice: 8052934
6,165.00 81011881 542100

04/01/2025 04/09/25
IT/WIDE AREA NETWORK INTERNET CONNECTIONS
IT - C/E COMMUNICATION

6,165.00

CHECK 362268 TOTAL: 6,165.00

362269 04/09/2025 PRD 10737 STRAUSS-GOFF, DAGMAR 278769 REFUND-WPCCDEP MAR25
Invoice: REFUND-WPCCDEP MAR25
150.00 41625860 586000

03/19/2025 04/09/25
WPCC DEPOSIT REFUND - EVENT 03/16/25
SC/COMMONS ROOM DEP-DISBURSEME

150.00

CHECK 362269 TOTAL: 150.00

362270 04/09/2025 PRD 10735 SUTTON, JAMES 278757 LIC FEE REBATE 2025
Invoice: LIC FEE REBATE 2025
20.00 17131 317600

04/02/2025 04/09/25
TRANSP BENEFIT DIST REBATE
TBF-VEHICLE FEES

20.00

CHECK 362270 TOTAL: 20.00

362271 04/09/2025 PRD 10736 SVORNICH, PAUL 278758 LIC FEE REBATE 2025
Invoice: LIC FEE REBATE 2025
30.00 17131 317600

04/02/2025 04/09/25
TRANSP BENEFIT DIST REBATE
TBF-VEHICLE FEES

30.00

CHECK 362271 TOTAL: 30.00

362272 04/09/2025 PRD 10731 SYN-TECH SYSTEMS 278746 310563
Invoice: 310563
4,806.98 81011881 548500

02/28/2025 04/09/25
IT/FUELMASER AUTOMATED FUEL MGMNT SOFTWARE
IT - C/E COMPUTER SUPPORT

4,806.98

CHECK 362272 TOTAL: 4,806.98

362273 04/09/2025 PRD 6088 ULINE SHIPPING SUPPL 278749 190341841
Invoice: 190341841
108.51 73637891 531100

03/13/2025 04/09/25
PW/3-WAY EYE WASH SIGN X3
OFFICE SUPPLIES

108.51

CHECK 362273 TOTAL: 108.51

04/09/2025 13:36 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

NUMBER OF CHECKS 19 *** CASH ACCOUNT TOTAL *** 19,057.53

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	19	19,057.53

*** GRAND TOTAL *** 19,057.53

04/09/2025 13:36 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: glin

|P 5
|apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 4 108	APP 001-213000	04/09/2025	04/09/25	040925			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		14,760.71	
	APP 635-111100	04/09/2025	04/09/25	040925			CASH AP CASH DISBURSEMENTS JOURNAL			19,057.53
	APP 403-213000	04/09/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		251.86	
	APP 407-213000	04/09/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,785.07	
	APP 401-213000	04/09/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		521.55	
	APP 173-213000	04/09/2025	04/09/25	040925			TIF FUND-ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,123.33	
	APP 622-213000	04/09/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		450.00	
	APP 650-213000	04/09/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6.50	
	APP 171-213000	04/09/2025	04/09/25	040925			TBF-A/P AP CASH DISBURSEMENTS JOURNAL		50.00	
	APP 631-213000	04/09/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		108.51	
GENERAL LEDGER TOTAL									19,057.53	19,057.53
	APP 631-130000	04/09/2025	04/09/25	040925			DUE TO/FROM CLEARING		18,949.02	
	APP 001-130000	04/09/2025	04/09/25	040925			GENERAL - DUE TO/FROM CLEARING			14,760.71
	APP 403-130000	04/09/2025	04/09/25	040925			DUE TO/FROM CLEARING			251.86
	APP 407-130000	04/09/2025	04/09/25	040925			DUE TO/FROM CLEARING			1,785.07
	APP 401-130000	04/09/2025	04/09/25	040925			DUE TO/FROM CLEARING			521.55
	APP 173-130000	04/09/2025	04/09/25	040925			TIF FUND-DUE TO/FROM CLEARING			1,123.33
	APP 622-130000	04/09/2025	04/09/25	040925			DUE TO/FROM CLEARING			450.00
	APP 650-130000	04/09/2025	04/09/25	040925			DUE TO/FROM CLEARING			6.50
	APP 171-130000	04/09/2025	04/09/25	040925			TBF-DUE TO/FROM CLEARING			50.00
SYSTEM GENERATED ENTRIES TOTAL									18,949.02	18,949.02
JOURNAL 2025/04/108 TOTAL									38,006.55	38,006.55

04/09/2025 13:36
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 6
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	4	108	04/09/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		14,760.71
001-213000				GENERAL - ACCOUNTS PAYABLE	14,760.71	
				FUND TOTAL	14,760.71	14,760.71
171 TRANSP BEN FUND	2025	4	108	04/09/2025		
171-130000				TBF-DUE TO/FROM CLEARING		50.00
171-213000				TBF-A/P	50.00	
				FUND TOTAL	50.00	50.00
173 TRANSPORTATION IMPACT FEE FUND	2025	4	108	04/09/2025		
173-130000				TIF FUND-DUE TO/FROM CLEARING		1,123.33
173-213000				TIF FUND-ACCOUNTS PAYABLE	1,123.33	
				FUND TOTAL	1,123.33	1,123.33
401 WATER OPERATING FUND	2025	4	108	04/09/2025		
401-130000				DUE TO/FROM CLEARING		521.55
401-213000				ACCOUNTS PAYABLE	521.55	
				FUND TOTAL	521.55	521.55
403 STORM & SURFACE WATER FUND	2025	4	108	04/09/2025		
403-130000				DUE TO/FROM CLEARING		251.86
403-213000				ACCOUNTS PAYABLE	251.86	
				FUND TOTAL	251.86	251.86
407 BUILDING & DEVELOPMENT FUND	2025	4	108	04/09/2025		
407-130000				DUE TO/FROM CLEARING		1,785.07
407-213000				ACCOUNTS PAYABLE	1,785.07	
				FUND TOTAL	1,785.07	1,785.07
622 EXPENDABLE TRUST FUND	2025	4	108	04/09/2025		
622-130000				DUE TO/FROM CLEARING		450.00
622-213000				ACCOUNTS PAYABLE	450.00	
				FUND TOTAL	450.00	450.00
631 CLEARING FUND	2025	4	108	04/09/2025		
631-130000				DUE TO/FROM CLEARING	18,949.02	
631-213000				ACCOUNTS PAYABLE	108.51	
635-111100				CASH		19,057.53
				FUND TOTAL	19,057.53	19,057.53

04/09/2025 13:36
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 7
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
650	AGENCY FUND	2025	4	108	04/09/2025	DUE TO/FROM CLEARING		6.50
	650-130000					ACCOUNTS PAYABLE	6.50	
	650-213000							
FUND TOTAL							6.50	6.50

04/09/2025 13:36 |CITY OF BAINBRIDGE ISLAND
 glin |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 8
 |apcshdsb

FUND	DUE TO	DUE FR
001 GENERAL FUND		14,760.71
171 TRANSP BEN FUND		50.00
173 TRANSPORTATION IMPACT FEE FUND		1,123.33
401 WATER OPERATING FUND		521.55
403 STORM & SURFACE WATER FUND		251.86
407 BUILDING & DEVELOPMENT FUND		1,785.07
622 EXPENDABLE TRUST FUND		450.00
631 CLEARING FUND	18,949.02	
650 AGENCY FUND		6.50
	-----	-----
TOTAL	18,949.02	18,949.02

** END OF REPORT - Generated by Grace Lin **

Regular ACH Run 04/09/25 GL

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

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

VOUCHER INVOICE

INV DATE

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CHECK RUN

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				INVOICE DTL DESC					
5567	04/10/2025	EFT	10456	ACE COMMERCIAL TIRE,	278691	7541	03/31/2025	04/09/25	612.90
Invoice: 7541						POL/103V FR GENERAL G-MAX JUSTICE TIRES X4			
				612.90	53011212	531100	PD-C/E-PATROL SUPPLIES		
						CHECK		5567 TOTAL:	612.90
5568	04/10/2025	EFT	5	ACE HARDWARE	278692	057842-1	03/19/2025	04/09/25	133.16
Invoice: 057842-1						PW/PROJ 01391 - PLIERS, BINDER TWINE			
				133.16	73011189	53110001391	SUPPLIES		
						278693	057844-1	03/19/2025	04/09/25
Invoice: 057844-1						PW/PROJ 01391 - CREDIT MEMO			
				-24.01	73011189	53110001391	SUPPLIES	-24.01	
						278694	057845-1	03/19/2025	04/09/25
Invoice: 057845-1						PW/PROJ 01391 - CABLE TIES, ELEC TP, ALUMINUM WIRE			
				92.75	73011189	53110001391	SUPPLIES	92.75	
						278695	057899-1	03/27/2025	04/09/25
Invoice: 057899-1						PW/WO 24476 - AUTO BOTL JACK 12000LB			
				45.85	73011183	531100	O&M-C/E-CH FAC-SUPPLIES	45.85	
						278696	057900-1	03/27/2025	04/09/25
Invoice: 057900-1						PW/WO 24506 - ANCHOR WEDGE, STOP NTS USS			
				65.50	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY	65.50	
						278697	057904-1	03/27/2025	04/09/25
Invoice: 057904-1						PW/WO 24523 - PRO SPRAY BOTTLES, MOLD MILDEW CNTRL			
				43.63	73411345	531100	OFFICE SUPPLIES	43.63	
						278698	057916-1	03/31/2025	04/09/25
Invoice: 057916-1						PW/WO 24478 - COM SWIVEL MNT LIGHT CONTROL			
				60.03	73011897	531100	O&M-C/E-PWY FAC-SUPPLIES	60.03	
						278699	057917-1	03/31/2025	04/09/25
Invoice: 057917-1						PW/WO 24528 - BIBB HOSE, PLASTIC BUCKET 5G			
				82.93	73411345	531100	OFFICE SUPPLIES	82.93	
						278700	57922-1	03/31/2025	04/09/25
Invoice: 57922-1						PW/SHOP KEYS			
				21.73	73638935	531100	O&M-STD ALLOCATION-SUPPLIES	21.73	
						278701	57926-1	04/01/2025	04/09/25
Invoice: 57926-1						PW/WO 24506 - FASTENERS			
				9.15	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY	9.15	
						278702	57927-1	04/01/2025	04/09/25
Invoice: 57927-1						PW/WO 24585 - PRUNERS, PLASTIC BUCKETS, RAKES			
				172.36	73431835	531100	OFFICE SUPPLIES	172.36	

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

CHECK 5568 TOTAL: 703.08

5569 04/10/2025 EFT 8991 ALLIANCE 2020, INC 278703 5858933 03/31/2025 04/09/25 206.75
Invoice: 5858933 HR/BACKGROUND CHECKS
206.75 33011161 541100 HR-C/E-PROF SVCS

CHECK 5569 TOTAL: 206.75

5570 04/10/2025 EFT 55 SOUND PUBLISHING, IN 278706 8162242 02/28/2025 04/09/25 2,400.00
Invoice: 8162242 EX/NEWSPAPER ADS - WRRD GRANT, COMM & EMERG MGMNT
1,200.00 31011492 54245001194 CAP-WASTE RED-OUTREACH
1,200.00 31011572 542450 EX-GF-OUTREACH-ADV

CHECK 5570 TOTAL: 2,400.00

5571 04/10/2025 EFT 10600 BOWMAN CONSULTING GR 278707 4010-22503062 03/31/2025 04/09/25 8,840.00
Invoice: 4010-22503062 ENG/WATER SEWER SSWM UTILITY RATE
1,768.00 72411341 54110001343 WTR-UTIL RATE STUDY-PROF SVCS
3,536.00 72421351 54110001343 SWR-UTIL RATE STUDY-PROF SVCS
3,536.00 72431831 54110001343 SSWM-UTIL RATE STUDY-PROF SVCS

CHECK 5571 TOTAL: 8,840.00

5572 04/10/2025 EFT 360 BUILDERS FIRSTSOURCE 278737 99515841 03/12/2025 04/09/25 54.59
Invoice: 99515841 PW/WO 24478 - SPRAYER 2 GAL STAND-N-SPRAY
54.59 73011897 531100 O&M-C/E-PWY FAC-SUPPLIES

CHECK 5572 TOTAL: 54.59

5573 04/10/2025 EFT 551 CENTURYLINK 278764 4687FEB25 02/24/2025 04/09/25 3,321.75
Invoice: 4687FEB25 CITYWIDE TELEMETRY & FAX SERVICE
1,669.63 91425358 542100 GG-WWTP-TELEPHONE/FAX
1,105.31 91411891 542100 GG-WTR-FAC-PHONE
91.37 91011755 542100 GG-C/E-COMMONS-PHONE
84.67 91011189 542100 GG-C/E-CITY HALL-PHONE
288.10 91011897 542100 GG-C/E-O&M YARD FAC-PHONE
82.67 91011215 542100 GG-C/E-PD-PHONE

Invoice: 4687MAR25 278765 4687MAR25 03/24/2025 04/09/25 3,330.43
CITYWIDE TELEMETRY & FAX SERVICE
1,669.04 91425358 542100 GG-WWTP-TELEPHONE/FAX
1,105.31 91411891 542100 GG-WTR-FAC-PHONE
91.37 91011755 542100 GG-C/E-COMMONS-PHONE
84.67 91011189 542100 GG-C/E-CITY HALL-PHONE
294.10 91011897 542100 GG-C/E-O&M YARD FAC-PHONE
85.94 91011215 542100 GG-C/E-PD-PHONE

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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|P 3
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

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				INVOICE DTL DESC					
Invoice: 8744MAR25				278766	8744MAR25	03/17/2025	04/09/25	58.36	
				58.36	91411891 542100	WEAVER PRV WATER TELEMETRY GG-WTR-FAC-PHONE			
				CHECK		5573	TOTAL:	6,710.54	
5574 04/10/2025 EFT				278708	901127227	03/31/2025	04/09/25	270.00	
Invoice: 901127227				270.00	31011572 541100	EX/PROF SVCS - AMY ZAFMAN W-E EX-GF-OUTREACH-PROF SVCS	03/23/25		
				278709	901127228	03/31/2025	04/09/25	360.00	
Invoice: 901127228				360.00	31011572 541100	EX/PROF SVCS - AMY ZAFMAN W-E EX-GF-OUTREACH-PROF SVCS	03/30/25		
				CHECK		5574	TOTAL:	630.00	
5575 04/10/2025 EFT				278740	04/04/25	04/04/2025	04/09/25	100.00	
Invoice: 04/04/25				100.00	21011125 541210	CRT/JUDGE PRO TEMPORE COURT-JUDGE PRO TEMPORE SVCS	04/04/25		
				CHECK		5575	TOTAL:	100.00	
5576 04/10/2025 EFT				278711	0074339	03/28/2025	04/09/25	658.48	
Invoice: 0074339				658.48	73431835 531100	PW/VO 24581 - ULTRA DRN GUARD ECON FRM OFFICE SUPPLIES			
				278712	0074400	03/28/2025	04/09/25	416.14	
Invoice: 0074400				416.14	73411345 531100	PW/VO 24527 - LF 2 BRS COUP, 2 GALV MI 150# OFFICE SUPPLIES	COUP		
				CHECK		5576	TOTAL:	1,074.62	
5577 04/10/2025 EFT				278713	9453604523	03/27/2025	04/09/25	820.64	
Invoice: 9453604523				820.64	73431835 531100	PW/VO 24584 - SHOVELS OFFICE SUPPLIES			
				278714	9455393950	03/28/2025	04/09/25	230.19	
Invoice: 9455393950				230.19	73421355 531100	PW/VO 24555 - GLOVES WIN COLL-SUPPLIES			
				278715	9455570516	03/28/2025	04/09/25	229.76	
Invoice: 9455570516				229.76	73421355 531100	PW/VO 24555 - GLOVES WIN COLL-SUPPLIES			
				278716	9456989624	03/31/2025	04/09/25	224.11	
Invoice: 9456989624				224.11	73011897 531100	PW/VO 24478 - TENSION CHECKER, V-BELT O&M-C/E-PWY FAC-SUPPLIES			

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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|P 4
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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						CHECK		5577 TOTAL:	1,504.70
5578	04/10/2025 EFT	10509	GLCC SERVICES LLC	278717	70007157	03/20/2025	04/09/25	18,760.67	
Invoice: 70007157				18,760.67	73637961 54810000269	PW/2024 - 2027 JANITORIAL SERVICE JANITORIAL CONTRACT			
Invoice: 70007164				278718	70007164	04/01/2025	04/09/25	1,109.00	
				1,109.00	73425358 548100	PW/DEEP CLEAN & SEAL - WWTP LAB FLOOR O&M-WWTP-REPAIRS			
						CHECK		5578 TOTAL:	19,869.67
5579	04/10/2025 EFT	7259	HOLT SERVICES INC	278720	PAYREQ1-00261	03/25/2025	04/09/25	18,564.00	
Invoice: PAYREQ1-00261				18,564.00	73011370 54810000261	PW/BAINBRIDGE LANDFILL BIOFILTER BI LANDFILL MONITORING-R&M			
						CHECK		5579 TOTAL:	18,564.00
5580	04/10/2025 EFT	268	HOUSING RESOURCES BA	278721	16332	04/01/2025	04/09/25	700.00	
Invoice: 16332				700.00	31180592 54130400297	EX/IMHP PASS-THRU RENT IMHP SPACE RENT DEFAULT			
						CHECK		5580 TOTAL:	700.00
5581	04/10/2025 EFT	9883	INVOICE CLOUD INC	278722	2698-2025_3	03/31/2025	04/09/25	1,620.78	
Invoice: 2698-2025_3				810.39	43411341 541100	FIN/UB SVCS MAR25 FIN - WATER ADMIN PROF SERVICE			
				810.39	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
						CHECK		5581 TOTAL:	1,620.78
5582	04/10/2025 EFT	2306	KITSAP COUNTY PROSEC	278727	APR25	04/02/2025	04/09/25	13,891.20	
Invoice: APR25				13,891.20	32011521 541112	LEGAL/PROSECUTION SVCS APR25 LGL-OUTSIDE PROSECUTOR			
						CHECK		5582 TOTAL:	13,891.20
5583	04/10/2025 EFT	1496	KITSAP COUNTY SEWER	278723	KCSD7-COBI-2025-MAR	04/02/2025	04/09/25	27,232.72	
Invoice: KCSD7-COBI-2025-MAR				27,232.72	73426356 551000	PW/SEWER UTILITY CHARGE MAR25 SIS-SD#7 PROCESSING CHGS			
						CHECK		5583 TOTAL:	27,232.72

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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|P 5
|apcshdsb

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

VOUCHER INVOICE

INV DATE

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INVOICE DTL DESC

5584	04/10/2025	EFT	199	KITSAP ECONOMIC DEVE	278728	CBI-1Q-25	03/31/2025	04/09/25	5,000.00
		Invoice: CBI-1Q-25					EX/ECONOMIC DEVELOPMENT SVCS Q125		
					5,000.00	31011586 54110000297	EX-GF-COMMUNITY SERVICES-PS		
							CHECK	5584 TOTAL:	5,000.00
5585	04/10/2025	EFT	10439	KELLEY CREATE CO	278724	IN1926756	04/01/2025	04/09/25	981.94
		Invoice: IN1926756					ENG/COPIER LEASE-4515AC & OVERAGES		
					981.94	72011321 545000	ENG - C/E ADMIN RENTS & LEASES		
		Invoice: IN1926757							
					278725	IN1926757	04/01/2025	04/09/25	824.79
					824.79	61470581 545000	PCD/COPIER LEASE-5015AC & OVERAGES		
							PCD - DEV ADMIN RENTS & LEASES		
		Invoice: IN1926758							
					278726	IN1926758	04/01/2025	04/09/25	901.89
					901.89	61470581 545000	PCD/COPIER LEASE-7516ACT & OVERAGES		
							PCD - DEV ADMIN RENTS & LEASES		
							CHECK	5585 TOTAL:	2,708.62
5586	04/10/2025	EFT	315	KITSAP HUMANE SOCIET	278729	52122	04/01/2025	04/09/25	7,551.00
		Invoice: 52122					2025-26 ANIMAL CONTROL AND IMP		
					7,551.00	91011393 541100	FIN - C/E ANIMAL CONTROL FEES		
							CHECK	5586 TOTAL:	7,551.00
5587	04/10/2025	EFT	2430	OGDEN MURPHY WALLACE	278730	904991	03/24/2025	04/09/25	86,843.79
		Invoice: 904991					LEGAL/PROFESSIONAL SERVICES FEB25		
					40.60	32011152 54111101156	LIT-NEAL PRA SUIT		
					121.80	32470152 54111101306	LIT-GERLACH CLAIM FOR DAMAGES		
					16.55	34470586 54111101352	2024 GERLACH LUPA APPEAL SUP		
					18,797.53	32470152 54111101357	HEX-SPERLING APPEAL		
					24,796.76	32470152 54111101379	LIT-LINDENBAUM		
					1,587.60	32011152 54111001131	ETHICS BOARD LEGAL ADVISOR		
					3,345.20	32011541 54111001270	GEN'L PRR WORK-OUTSIDEATTORNEY		
					38,137.75	32011541 54111001298	CITY ATTORNEY		
							CHECK	5587 TOTAL:	86,843.79
5588	04/10/2025	EFT	10444	OPCONNECT INC	278731	OC25069	04/01/2025	04/09/25	251.11
		Invoice: OC25069					EV CHARGING USAGE Q125		
					251.11	91011850 532200	CITY VEH ELEC CAR CHARGING		
							CHECK	5588 TOTAL:	251.11

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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|P 6
|apcsghdsb

CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

5589 04/10/2025 EFT	5646 PERTEET INC	278734	20220099.0000-38	03/12/2025	04/09/25	2,320.98
Invoice: 20220099.0000-38		2,320.98	72334562 64110000968	ENG/EH DR / WW + COOPER CREEK - PR C40-EAGLE HARBOR PH1-PROF SVCS		
CHECK 5589 TOTAL:						2,320.98
5590 04/10/2025 EFT	5646 PERTEET INC	278733	20220099.0000-37	03/12/2025	04/09/25	39,998.29
Invoice: 20220099.0000-37		39,998.29	72433438 64110001107	ENG/EH DR / WW + COOPER CREEK - PR C40-EAGLE HRBR FISH PASS-PRFSV		
CHECK 5590 TOTAL:						39,998.29
5591 04/10/2025 EFT	6333 PETROCARD INC.	278735	0549084-IN	03/27/2025	04/09/25	3,789.15
Invoice: 0549084-IN		1,960.87	73638893 532000	PW/DIESEL & REGULAR FUEL		
		1,828.28	73638932 532000	O&M-FUEL USE-ALLOCATION O&M-FUEL ALLOC TO OTH DEPTS		
CHECK 5591 TOTAL:						3,789.15
5592 04/10/2025 EFT	9349 PROPANE NORTHWEST	278738	1517125396	03/31/2025	04/09/25	1,340.29
Invoice: 1517125396		1,340.29	91011897 547200	PROPANE 595.6 GALLONS GG-C/E-O&M YARD FAC-PROPANE		
CHECK 5592 TOTAL:						1,340.29
5593 04/10/2025 EFT	2203 PUBLIC SAFETY TESTIN	278739	2025-81	04/01/2025	04/09/25	318.00
Invoice: 2025-81		318.00	91011211 549100	SUBSCRIPTION FEES Q125 GG-C/E-CIVIL SVC-DUES/SUBS		
CHECK 5593 TOTAL:						318.00
5594 04/10/2025 EFT	5374 SIRENNET.COM	278742	0281827	03/13/2025	04/09/25	511.76
Invoice: 0281827		511.76	53011212 531100	POL/WO 25326 - ASSY I/O PCB BOARD PD-C/E-PATROL SUPPLIES		
CHECK 5594 TOTAL:						1,023.52
Invoice: 0281946		278743	0281946	03/19/2025	04/09/25	511.76
		511.76	53011212 531100	POL/WO 25360 - ASSY I/O PCB BOARD PD-C/E-PATROL SUPPLIES		
CHECK 5594 TOTAL:						1,023.52
5595 04/10/2025 EFT	8132 SPECTRA LABORATORIES	278745	25-02101	03/31/2025	04/09/25	195.00
Invoice: 25-02101		195.00	73425358 54110000391	PW/TESTING - WWTP LAB & TESTING SVCS-WWTP		

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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|P 7
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

INV DATE

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CHECK 5595 TOTAL: 195.00

5596 04/10/2025 EFT 9769 TRANSP GROUP USA, I 278747 34326 02/07/2025 04/09/25 5,695.00
Invoice: 34326 EX/ADA TRANSITION PLAN PHASE II
5,695.00 31011255 54110001377 EXEC-ADA TRANS PLAN PROF SVCS

278748 34522 03/06/2025 04/09/25 1,822.50
Invoice: 34522 EX/ADA TRANSITION PLAN PHASE II
1,822.50 31011255 54110001377 EXEC-ADA TRANS PLAN PROF SVCS

CHECK 5596 TOTAL: 7,517.50

5597 04/10/2025 EFT 7821 VESTIS 278750 5120657486 03/27/2025 04/09/25 32.76
Invoice: 5120657486 PW/LAUNDRY SVCS
32.76 73638893 589310 LAUNDRY SERVICES

CHECK 5597 TOTAL: 32.76

5598 04/10/2025 EFT 4126 VIKING FENCE COMPANY 278759 11601 03/31/2025 04/09/25 472.46
Invoice: 11601 PW/O&M FENCING AT NEW SECURITY GATE
472.46 73311418 66300001232 PW YARD SECURITY GATE-CONSTR

CHECK 5598 TOTAL: 472.46

5599 04/10/2025 EFT 499 WESTBAY AUTO PARTS I 278760 916755 03/18/2025 04/09/25 137.25
Invoice: 916755 POL/WO 000194 - FLOOR LINER
137.25 51011211 531100 PD-C/E-ADM-SUPPLIES

278761 918940 03/31/2025 04/09/25 69.57
Invoice: 918940 PW/SHOP SUPPLIES
69.57 73638935 531100 O&M-STD ALLOCATION-SUPPLIES

278762 918941 03/31/2025 04/09/25 278.98
Invoice: 918941 PW/SHOP SUPPLIES
278.98 73638935 531100 O&M-STD ALLOCATION-SUPPLIES

CHECK 5599 TOTAL: 485.80

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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|P 8
|apcshdsb

NUMBER OF CHECKS 33 *** CASH ACCOUNT TOTAL *** 264,563.82

	COUNT	AMOUNT
TOTAL EFT'S	33	264,563.82

*** GRAND TOTAL *** 264,563.82

04/09/2025 14:02 |CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED
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|P 9
|apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 4 109	APP 001-213000	04/10/2025	04/09/25	040925			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		105,325.98	
	APP 635-111100	04/10/2025	04/09/25	040925			CASH AP CASH DISBURSEMENTS JOURNAL			264,563.82
	APP 101-213000	04/10/2025	04/09/25	040925			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		74.65	
	APP 401-213000	04/10/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,390.07	
	APP 631-213000	04/10/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		22,952.86	
	APP 403-213000	04/10/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		45,185.77	
	APP 402-213000	04/10/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		36,681.73	
	APP 108-213000	04/10/2025	04/09/25	040925			AFFORD HSG - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		700.00	
	APP 407-213000	04/10/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		45,459.32	
	APP 301-213000	04/10/2025	04/09/25	040925			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,793.44	
GENERAL LEDGER TOTAL									264,563.82	264,563.82
	APP 631-130000	04/10/2025	04/09/25	040925			DUE TO/FROM CLEARING		241,610.96	
	APP 001-130000	04/10/2025	04/09/25	040925			GENERAL - DUE TO/FROM CLEARING			105,325.98
	APP 101-130000	04/10/2025	04/09/25	040925			STREETS - DUE TO/FROM CLEARING			74.65
	APP 401-130000	04/10/2025	04/09/25	040925			DUE TO/FROM CLEARING			5,390.07
	APP 403-130000	04/10/2025	04/09/25	040925			DUE TO/FROM CLEARING			45,185.77
	APP 402-130000	04/10/2025	04/09/25	040925			DUE TO/FROM CLEARING			36,681.73
	APP 108-130000	04/10/2025	04/09/25	040925			AFFORD HSG DUE TO/FROM CLEAR'G			700.00
	APP 407-130000	04/10/2025	04/09/25	040925			DUE TO/FROM CLEARING			45,459.32
	APP 301-130000	04/10/2025	04/09/25	040925			DUE TO/FROM CLEARING			2,793.44
SYSTEM GENERATED ENTRIES TOTAL									241,610.96	241,610.96
JOURNAL 2025/04/109 TOTAL									506,174.78	506,174.78

04/09/2025 14:02
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 10
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	4	109	04/10/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		105,325.98
001-213000				GENERAL - ACCOUNTS PAYABLE	105,325.98	
				FUND TOTAL	105,325.98	105,325.98
101 STREET FUND	2025	4	109	04/10/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		74.65
101-213000				STREETS - ACCOUNTS PAYABLE	74.65	
				FUND TOTAL	74.65	74.65
108 AFFORDABLE HOUSING FUND	2025	4	109	04/10/2025		
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		700.00
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	700.00	
				FUND TOTAL	700.00	700.00
301 CAPITAL CONSTRUCTION FUND	2025	4	109	04/10/2025		
301-130000				DUE TO/FROM CLEARING		2,793.44
301-213000				ACCOUNTS PAYABLE	2,793.44	
				FUND TOTAL	2,793.44	2,793.44
401 WATER OPERATING FUND	2025	4	109	04/10/2025		
401-130000				DUE TO/FROM CLEARING		5,390.07
401-213000				ACCOUNTS PAYABLE	5,390.07	
				FUND TOTAL	5,390.07	5,390.07
402 SEWER OPERATING FUND	2025	4	109	04/10/2025		
402-130000				DUE TO/FROM CLEARING		36,681.73
402-213000				ACCOUNTS PAYABLE	36,681.73	
				FUND TOTAL	36,681.73	36,681.73
403 STORM & SURFACE WATER FUND	2025	4	109	04/10/2025		
403-130000				DUE TO/FROM CLEARING		45,185.77
403-213000				ACCOUNTS PAYABLE	45,185.77	
				FUND TOTAL	45,185.77	45,185.77
407 BUILDING & DEVELOPMENT FUND	2025	4	109	04/10/2025		
407-130000				DUE TO/FROM CLEARING		45,459.32
407-213000				ACCOUNTS PAYABLE	45,459.32	
				FUND TOTAL	45,459.32	45,459.32
631 CLEARING FUND	2025	4	109	04/10/2025		

04/09/2025 14:02
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
631-130000					DUE TO/FROM CLEARING	241,610.96	
631-213000					ACCOUNTS PAYABLE	22,952.86	
635-111100					CASH		264,563.82
					FUND TOTAL	264,563.82	264,563.82

FUND	DUE TO	DUE FR
001 GENERAL FUND		105,325.98
101 STREET FUND		74.65
108 AFFORDABLE HOUSING FUND		700.00
301 CAPITAL CONSTRUCTION FUND		2,793.44
401 WATER OPERATING FUND		5,390.07
402 SEWER OPERATING FUND		36,681.73
403 STORM & SURFACE WATER FUND		45,185.77
407 BUILDING & DEVELOPMENT FUND		45,459.32
631 CLEARING FUND	241,610.96	
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TOTAL	241,610.96	241,610.96

** END OF REPORT - Generated by Grace Lin **

04/09/2025 16:22 | CITY OF BAINBRIDGE ISLAND | P 1
glin | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 628		111100		CASH-RETAINAGE						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
237	04/10/2025	EFT	50 BAINBRIDGE ISLAND EL	278763	RETREL-01209	04/03/2025		RT040925	10,556.48	
Invoice: RETREL-01209				10,556.48	41628860 586000	RETAINAGE REL - WWTP VFD REPLACEMENT				
						RETAINAGE RELEASE				
								CHECK	237 TOTAL:	10,556.48
						NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	10,556.48	
						COUNT	AMOUNT			
						-----	-----			
TOTAL EFT'S						1	10,556.48			
								*** GRAND TOTAL ***	10,556.48	

04/09/2025 16:22 |CITY OF BAINBRIDGE ISLAND
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|P 2
|apcshdsb

YEAR PER	JNL									
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
2025 4 110										
APP 622-213000	04/10/2025	RT040925	040925			ACCOUNTS PAYABLE		10,556.48		
						AP CASH DISBURSEMENTS JOURNAL				
APP 628-111100	04/10/2025	RT040925	040925			CASH-RETAINAGE			10,556.48	
						AP CASH DISBURSEMENTS JOURNAL				
						JOURNAL 2025/04/110 TOTAL		10,556.48	10,556.48	

04/09/2025 16:22 |CITY OF BAINBRIDGE ISLAND
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 JOURNAL ENTRIES TO BE CREATED

|P 3
 |apcshdsb

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622	EXPENDABLE TRUST FUND	2025	4	110	04/10/2025			
	622-213000					ACCOUNTS PAYABLE	10,556.48	
	628-111100					CASH-RETAINAGE		10,556.48
FUND TOTAL							10,556.48	10,556.48

** END OF REPORT - Generated by Grace Lin **



ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS
CHECK RUN DATE: 04/16/2025

Last check from previous run: 362274 dated 04/10/2025 issued to COBI Permits for \$11,690.00

Last ACH from previous run: 5599 dated 04/10/2025 issued to West Bay Auto Parts for \$485.80

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
Regular Check Run	04/16/2025	362275-362288	Total Regular Check Run	\$ 197,100.53
Regular ACH Run	04/17/2025	5600-5637	Total Regular ACH Run	\$ 130,978.65
Total Disbursements				\$ 328,079.18

Retainage Release	N/A	N/A	N/A	N/A
Travel Advance	N/A	N/A	N/A	N/A

Prepared and Reviewed by Grace Lin Grace Lin, Senior Accounting Technician

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

Kim Dunscombe

Kim Dunscombe, Accounting Manager

04.17.2025

Date

Regular Check Run 04/16/25 GL

04/16/2025 13:53 |CITY OF BAINBRIDGE ISLAND
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|P 1
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO CHECK RUN

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				INVOICE DTL DESC					
362275	04/16/2025	PRTD	7994	PENINSULA SERVICES	278811	113662	03/31/2025	04/16/25	80.00
Invoice: 113662					80.00	51011211 541100	POL/MOBILE SHREDDING PD-C/E-ADM-PROF SVCS		
					CHECK		362275 TOTAL:		80.00
362276	04/16/2025	PRTD	762	ASSOCIATION OF WASHI	278786	157608	01/27/2025	04/16/25	18,150.00
Invoice: 157608					18,150.00	81011882 548500	IT/ANNUAL MEMBERSHIP - GIS CONSORTIUM TIER 3 IT-GIS-SOFTWARE MAINT		
					CHECK		362276 TOTAL:		18,150.00
362277	04/16/2025	PRTD	551	CENTURYLINK	278861	0470APR25	04/03/2025	04/16/25	159.80
Invoice: 0470APR25					159.80	91011189 542100	CH FIRE ALARM MONITORING GG-C/E-CITY HALL-PHONE		
Invoice: 3403APR25					81.34	91011755 542100	COMMONS FIRE ALARM MONITORING GG-C/E-COMMONS-PHONE		81.34
Invoice: 4059APR25					65.94	91411891 542100	FLETCHER BAY WELL TELEMETRY GG-WTR-FAC-PHONE		65.94
Invoice: 5311APR25					84.99	91415345 542100	ROCKAWAY BEACH PRV TELEMETRY GG-WTR ROCKAWAY-PHONES		84.99
Invoice: 5378APR25					65.94	91411891 542100	HEAD OF BAY WELL TELEMETRY GG-WTR-FAC-PHONE		65.94
Invoice: 5516APR25					137.99	91011215 542100	POL TI MANDUS GG-C/E-PD-PHONE		137.99
Invoice: 5640APR25					159.83	91011897 542100	O&M FIRE ALARM MONITORING GG-C/E-O&M YARD FAC-PHONE		159.83
Invoice: 5826APR25					50.35	91411891 542100	SAND AVE WELL TELEMETRY GG-WTR-FAC-PHONE		50.35
Invoice: 8490APR25					202.65	91011189 542100	CH SECURITY ALARM MONITORING GG-C/E-CITY HALL-PHONE		202.65
Invoice: 9008APR25							VILLAGE SEWER PUMP		84.99

04/16/2025 13:53 |CITY OF BAINBRIDGE ISLAND
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|P 2
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

					84.99	91421891	542100	GG-SWR-FAC-PHONE				
Invoice: 9952APR25					278871	9952APR25		04/03/2025	04/16/25		76.08	
					76.08	91011189	542100	CITY HALL ELEVATOR SERVICE LINE				
								GG-C/E-CITY HALL-PHONE				
								CHECK	362277	TOTAL:	1,169.90	
362278 04/16/2025 PRD	1596	CUMMINS SALES AND SE	278785	01-250448774				04/01/2025	04/16/25		2,204.60	
Invoice: 01-250448774					2,204.60	73426355	548100	PW/WO 25345 - TRANSFER SWITCH				
								O&M-SIS-REPAIRS				
								CHECK	362278	TOTAL:	2,204.60	
362279 04/16/2025 PRD	10732	HAGGARD & GANSON LLP	278793	644				03/31/2025	04/16/25		1,999.50	
Invoice: 644					1,999.50	33011161	541100	HR/LEGAL SERVICES				
								HR-C/E-PROF SVCS				
								CHECK	362279	TOTAL:	1,999.50	
362280 04/16/2025 PRD	694	KITSAP PUD #1	278802	042862-000 JAN-MAR25				03/16/2025	04/16/25		173.29	
Invoice: 042862-000 JAN-MAR25					173.29	72011593	54500000998	ENG/SHADE COVENANT IRR RENTAL 01/16-03/15				
								SHADE COVENANT-RENTALS				
Invoice: 043727-000 JAN-MAR25					278803	043727-000 JAN-MAR25		03/16/2025	04/16/25		173.29	
					173.29	72321955	64500000781	ENG/CC RD BULKHEAD IRR RENTAL 01/16-03/15				
								CO CLUB BULKHEAD RECONSTR-RENT				
								CHECK	362280	TOTAL:	346.58	
362281 04/16/2025 PRD	10741	MALATOS, SCOTT	278875	REFUND-BLD28823				04/14/2025	04/16/25		6,787.40	
Invoice: REFUND-BLD28823					345.00	47148	345831	REFUND-BLD28823/MALATOS, SCOTT - PROJ CNCL				
					2,272.02	47148	345830	FIRE PLAN REVIEW & INSPECTIONS				
					668.46	47148	322110	PLAN CHECKING FEES				
					3,495.42	47148	322100	PLAN'G REVIEW OF BLDG PERMITS				
					6.50	65238	386000	BUILDINGS, STRUCT. & EQ				
								SBCC - SBCC FEE				
								CHECK	362281	TOTAL:	6,787.40	
362282 04/16/2025 PRD	5837	NCL OF WISCONSIN INC	278805	517415				03/21/2025	04/16/25		252.50	
Invoice: 517415					252.50	73425358	531100	PW/WO 24569 - ORION ALKALINE REAGENT, BUFFER SOL				
								O&M-WWTP-SUPPLIES				
Invoice: 517618					278806	517618		03/26/2025	04/16/25		26.35	
					26.35	73425358	531100	PW/WO 24569				
								O&M-WWTP-SUPPLIES				

04/16/2025 13:53 |CITY OF BAINBRIDGE ISLAND
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|P 3
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

INV DATE

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						CHECK	362282	TOTAL:	278.85
362283	04/16/2025	PRTD	8286	SUPERINTENDENT OF P	278808	19492	03/31/2025	04/16/25	400.00
Invoice: 19492					400.00	41654861 586110	POL/FINGERPRINTING	FINGERPRINT OUT-GOES TO SPI	
						CHECK	362283	TOTAL:	400.00
362284	04/16/2025	PRTD	1205	PUGET SOUND ENERGY	278876	0727FEB25	02/28/2025	04/16/25	10.87
Invoice: 0727FEB25					10.87	91011739 547100	184 WINSLOW WAY E	COMM EVENTS-ELECTRICITY	
Invoice: 0727JAN25					278877	0727JAN25	01/30/2025	04/16/25	10.87
					10.87	91011739 547100	184 WINSLOW WAY E	COMM EVENTS-ELECTRICITY	
Invoice: 0727MAR25					278878	0727MAR25	03/31/2025	04/16/25	10.87
					10.87	91011739 547100	184 WINSLOW WAY E	COMM EVENTS-ELECTRICITY	
Invoice: 2505MAR25					278879	2505MAR25	04/09/2025	04/16/25	10.87
					10.87	91011739 547100	278 WINSLOW WAY E KIOSK	COMM EVENTS-ELECTRICITY	
Invoice: 5114MAR25					278880	5114MAR25	04/01/2025	04/16/25	24.89
					24.89	91111263 547100	KIMIKO & MADISON ST LIGHTS	GG-STRT-STREET LIGHTING-UTIL	
Invoice: 8096MAR25					278881	8096MAR25	04/11/2025	04/16/25	327.09
					327.09	91411345 547100	FLETCHER BAY WELL FIELD	GG-WTR-ELECTRIC	
Invoice: 8906MAR25					278882	8906MAR25	04/01/2025	04/16/25	19.52
					19.52	91111263 547100	EAGLE HARBOR DR STREET LIGHT	GG-STRT-STREET LIGHTING-UTIL	
Invoice: 9047FEB25					278883	9047FEB25	03/03/2025	04/16/25	43,842.72
					10.87	73416345 547100	CITY WIDE ENERGY SERVICES		
					3,831.27	91011215 547100	CASEY STREET WTR-ELECTRICITY		
					2,438.08	91011251 547100	GG-C/E-PD-ELECTRIC		
					178.05	91011557 547100	GG-GF-COURT-ELECTRIC		
					1,230.40	91011755 547100	FARMS-ELECTRIC		
					1,127.99	91011768 547100	GG-C/E-COMMONS-ELECTRIC		
					3,820.22	91011897 547100	GG-C/E-PARKS-ELECTRIC		
					11.44	91021182 547100	GG-C/E-O&M YARD FAC-ELECTRIC		
					5,892.88	91111263 547100	GG-OS-PROP MNGT-ELECTRIC		
					561.77	91111264 547100	GG-STRT-STREET LIGHTING-UTIL		
					9,082.22	91411345 547100	GG-STREET-TRAF CONTROL-UTILITY		
							GG-WTR-ELECTRIC		

04/16/2025 13:53 |CITY OF BAINBRIDGE ISLAND
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|P 4
|apcshdsb

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

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INV DATE PO CHECK RUN

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Invoice: 9047JAN25

379.09	91415345	547100	GG-ROCKAWAY BCH-UTILITIES
3,466.81	91421355	547100	GG-SWR-ELECTRIC
11,726.68	91425358	547100	GG-WWTP-ELECTRIC
84.95	91435838	547100	GG-DECANT-ELECTRIC
278884	9047JAN25		
		02/03/2025	04/16/25
			50,818.55
		CITY WIDE ENERGY SERVICES	
10.87	73416345	547100	CASEY STREET WTR-ELECTRICITY
8,084.75	91011189	547100	GG-C/E-CITY HALL-ELECTRIC
3,836.48	91011215	547100	GG-C/E-PD-ELECTRIC
2,441.40	91011251	547100	GG-GF-COURT-ELECTRIC
103.00	91011557	547100	FARMS-ELECTRIC
904.24	91011755	547100	GG-C/E-COMMONS-ELECTRIC
1,008.36	91011768	547100	GG-C/E-PARKS-ELECTRIC
3,484.77	91011897	547100	GG-C/E-O&M YARD FAC-ELECTRIC
11.42	91021182	547100	GG-OS-PROP MNGT-ELECTRIC
5,914.61	91111263	547100	GG-STRT-STREET LIGHTING-UTIL
548.86	91111264	547100	GG-STREET-TRAF CONTROL-UTILITY
9,193.75	91411345	547100	GG-WTR-ELECTRIC
344.12	91415345	547100	GG-ROCKAWAY BCH-UTILITIES
3,832.88	91421355	547100	GG-SWR-ELECTRIC
11,022.73	91425358	547100	GG-WWTP-ELECTRIC
76.31	91435838	547100	GG-DECANT-ELECTRIC

Invoice: 9047MAR25

278885	9047MAR25	04/01/2025	04/16/25	67,268.39
		CITY WIDE ENERGY SERVICES		
10.87	73416345	547100	CASEY STREET WTR-ELECTRICITY	
17,455.84	91011189	547100	GG-C/E-CITY HALL-ELECTRIC	
7,926.14	91011215	547100	GG-C/E-PD-ELECTRIC	
5,043.90	91011251	547100	GG-GF-COURT-ELECTRIC	
120.09	91011557	547100	FARMS-ELECTRIC	
1,083.27	91011755	547100	GG-C/E-COMMONS-ELECTRIC	
1,061.70	91011768	547100	GG-C/E-PARKS-ELECTRIC	
3,575.56	91011897	547100	GG-C/E-O&M YARD FAC-ELECTRIC	
11.50	91021182	547100	GG-OS-PROP MNGT-ELECTRIC	
5,264.34	91111263	547100	GG-STRT-STREET LIGHTING-UTIL	
655.74	91111264	547100	GG-STREET-TRAF CONTROL-UTILITY	
9,293.20	91411345	547100	GG-WTR-ELECTRIC	
339.96	91415345	547100	GG-ROCKAWAY BCH-UTILITIES	
3,613.37	91421355	547100	GG-SWR-ELECTRIC	
11,747.42	91425358	547100	GG-WWTP-ELECTRIC	
65.49	91435838	547100	GG-DECANT-ELECTRIC	

Invoice: 8206MAR25

278886	8206MAR25	04/09/2025	04/16/25	14.25
14.25	91411345	547100	515 FERNCLIFF AVE NE PRV	
			GG-WTR-ELECTRIC	

Invoice: 2849MAR25

278887	2849MAR25	04/09/2025	04/16/25	17.36
17.36	91011897	547100	7305 NE HIDDEN COVE RD GATE	
			GG-C/E-O&M YARD FAC-ELECTRIC	

04/16/2025 13:53 |CITY OF BAINBRIDGE ISLAND
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|P 5
|apcshdsb

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

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CHECK 362284 TOTAL: 162,376.25

362285 04/16/2025 PRD 7026 RHITHRON ASSOCIATES, 278815 4607 03/27/2025 04/16/25 2,800.00
Invoice: 4607 ENG/AQUATIC BIOASSESSMENT

2,800.00 72637319 54110000809 WATER QUAL FLOW MONIT-PRO SVCS

CHECK 362285 TOTAL: 2,800.00

362286 04/16/2025 PRD 601 SOUND REPROGRAPHICS 278832 109664 04/04/2025 04/16/25 153.62
Invoice: 109664 EX/LOGO BUSINESS ENVELOPES

153.62 31011131 531100 EX-GF-SUPPLIES

CHECK 362286 TOTAL: 153.62

362287 04/16/2025 PRD 4634 WA DEPT OF RETIREMEN 278846 1665125 03/27/2025 04/16/25 61.61
Invoice: 1665125 2024 OLD AGE SURVIVOR INS ADMIN FEE

61.61 91011172 520000 GG-C/E-PENSION SVCS-ADMIN-BEN

CHECK 362287 TOTAL: 61.61

362288 04/16/2025 PRD 8390 WEST HILLS FORD MAZD 278847 75032734 04/01/2025 04/16/25 292.22
Invoice: 75032734 PW/WO 00215 - TPMS SENSOR

292.22 73637957 531100 O&M ALLOC-80%FAC/20%STRT-SUPL

CHECK 362288 TOTAL: 292.22

NUMBER OF CHECKS 14 *** CASH ACCOUNT TOTAL *** 197,100.53

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	14	197,100.53

*** GRAND TOTAL *** 197,100.53

04/16/2025 13:53 |CITY OF BAINBRIDGE ISLAND
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|P 6
|apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 4 218	APP 001-213000	04/16/2025	04/16/25	041625			GENERAL - ACCOUNTS PAYABLE		90,286.42	
	APP 635-111100	04/16/2025	04/16/25	041625			AP CASH DISBURSEMENTS JOURNAL			197,100.53
	APP 401-213000	04/16/2025	04/16/25	041625			CASH			
	APP 402-213000	04/16/2025	04/16/25	041625			AP CASH DISBURSEMENTS JOURNAL		29,273.51	
	APP 301-213000	04/16/2025	04/16/25	041625			ACCOUNTS PAYABLE		47,978.33	
	APP 407-213000	04/16/2025	04/16/25	041625			AP CASH DISBURSEMENTS JOURNAL		173.29	
	APP 650-213000	04/16/2025	04/16/25	041625			ACCOUNTS PAYABLE		6,780.90	
	APP 101-213000	04/16/2025	04/16/25	041625			AP CASH DISBURSEMENTS JOURNAL		406.50	
	APP 403-213000	04/16/2025	04/16/25	041625			ACCOUNTS PAYABLE		18,882.61	
	APP 631-213000	04/16/2025	04/16/25	041625			STREETS - ACCOUNTS PAYABLE		226.75	
		04/16/2025	04/16/25	041625			AP CASH DISBURSEMENTS JOURNAL		3,092.22	
							AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL		197,100.53	197,100.53
	APP 631-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING		194,008.31	
	APP 001-130000	04/16/2025	04/16/25	041625			GENERAL - DUE TO/FROM CLEARING			90,286.42
	APP 401-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING			29,273.51
	APP 402-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING			47,978.33
	APP 301-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING			173.29
	APP 407-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING			6,780.90
	APP 650-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING			406.50
	APP 101-130000	04/16/2025	04/16/25	041625			STREETS - DUE TO/FROM CLEARING			18,882.61
	APP 403-130000	04/16/2025	04/16/25	041625			DUE TO/FROM CLEARING			226.75
		04/16/2025	04/16/25	041625						
							SYSTEM GENERATED ENTRIES TOTAL		194,008.31	194,008.31
							JOURNAL 2025/04/218 TOTAL		391,108.84	391,108.84

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 7
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	4	218	04/16/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		90,286.42
001-213000				GENERAL - ACCOUNTS PAYABLE	90,286.42	
				FUND TOTAL	90,286.42	90,286.42
101 STREET FUND	2025	4	218	04/16/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		18,882.61
101-213000				STREETS - ACCOUNTS PAYABLE	18,882.61	
				FUND TOTAL	18,882.61	18,882.61
301 CAPITAL CONSTRUCTION FUND	2025	4	218	04/16/2025		
301-130000				DUE TO/FROM CLEARING		173.29
301-213000				ACCOUNTS PAYABLE	173.29	
				FUND TOTAL	173.29	173.29
401 WATER OPERATING FUND	2025	4	218	04/16/2025		
401-130000				DUE TO/FROM CLEARING		29,273.51
401-213000				ACCOUNTS PAYABLE	29,273.51	
				FUND TOTAL	29,273.51	29,273.51
402 SEWER OPERATING FUND	2025	4	218	04/16/2025		
402-130000				DUE TO/FROM CLEARING		47,978.33
402-213000				ACCOUNTS PAYABLE	47,978.33	
				FUND TOTAL	47,978.33	47,978.33
403 STORM & SURFACE WATER FUND	2025	4	218	04/16/2025		
403-130000				DUE TO/FROM CLEARING		226.75
403-213000				ACCOUNTS PAYABLE	226.75	
				FUND TOTAL	226.75	226.75
407 BUILDING & DEVELOPMENT FUND	2025	4	218	04/16/2025		
407-130000				DUE TO/FROM CLEARING		6,780.90
407-213000				ACCOUNTS PAYABLE	6,780.90	
				FUND TOTAL	6,780.90	6,780.90
631 CLEARING FUND	2025	4	218	04/16/2025		
631-130000				DUE TO/FROM CLEARING	194,008.31	
631-213000				ACCOUNTS PAYABLE	3,092.22	
635-111100				CASH		197,100.53
				FUND TOTAL	197,100.53	197,100.53

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

|P 8
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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
650	AGENCY FUND	2025	4	218	04/16/2025	DUE TO/FROM CLEARING		406.50
	650-130000					ACCOUNTS PAYABLE	406.50	
	650-213000							
FUND TOTAL							406.50	406.50

FUND	DUE TO	DUE FR
001 GENERAL FUND		90,286.42
101 STREET FUND		18,882.61
301 CAPITAL CONSTRUCTION FUND		173.29
401 WATER OPERATING FUND		29,273.51
402 SEWER OPERATING FUND		47,978.33
403 STORM & SURFACE WATER FUND		226.75
407 BUILDING & DEVELOPMENT FUND		6,780.90
631 CLEARING FUND	194,008.31	
650 AGENCY FUND		406.50
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TOTAL	194,008.31	194,008.31

** END OF REPORT - Generated by Grace Lin **

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04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 1
|apcsbdsb

CASH ACCOUNT: 635			111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN		NET
						INVOICE DTL DESC				
5600	04/17/2025	EFT	5 ACE HARDWARE	278771	057925-1	04/01/2025		04/16/25		144.79
Invoice: 057925-1				144.79	73425358 531100	PW/WO 24572 O&M-WWTP-SUPPLIES				
Invoice: 057931-1				278772	057931-1	04/02/2025		04/16/25		77.48
				77.48	73111264 531100	PW/WO 24506 - SIGN WASHING MATERIALS O&M-STREET-TRAF CONTROL-SUPPLY				
Invoice: 057946-1				278773	057946-1	04/03/2025		04/16/25		23.99
				23.99	73111290 531100	PW/WO 24515 O&M-STREET-MAINT O/H-SUPPLIES				
Invoice: 057948-1				278774	057948-1	04/04/2025		04/16/25		75.30
				75.30	73431835 531100	PW/WO 24583 OFFICE SUPPLIES				
								CHECK	5600 TOTAL:	321.56
5601	04/17/2025	EFT	7726 AIR MANAGEMENT SOLUT	278775	0001148917	03/24/2025		04/16/25		478.82
Invoice: 0001148917				478.82	73011183 548100	PW/WO 24476 - HVAC REPAIR O&M-C/E-CH FAC-REPAIRS				
								CHECK	5601 TOTAL:	478.82
5602	04/17/2025	EFT	8395 INTUITIVE CONTROL SY	278776	SIN044213	03/27/2025		04/16/25		506.80
Invoice: SIN044213				506.80	53011212 531100	POL/RADAR SIGN BATTERY PD-C/E-PATROL SUPPLIES				
								CHECK	5602 TOTAL:	506.80
5603	04/17/2025	EFT	10273 ALS GROUP USA CORP.	278777	36-51-676818-0	04/07/2025		04/16/25		1,246.00
Invoice: 36-51-676818-0				1,246.00	73411345 541100	PW/WO 24523 - PFAS TESTING PROFESSIONAL SERVICES				
								CHECK	5603 TOTAL:	1,246.00
5604	04/17/2025	EFT	7179 BAINBRIDGE YOUTH SER	278778	2025-Q1	04/04/2025		04/16/25		14,250.00
Invoice: 2025-Q1				14,250.00	31017526 54110000297	EX/2025-2026 HUMAN SERVICES FUNDING EX-BYS-YOUTH COUNS & JOB OPP				
								CHECK	5604 TOTAL:	14,250.00
5605	04/17/2025	EFT	8889 BAINBRIDGE ARTISAN R	278779	2025-Q1	04/03/2025		04/16/25		1,303.82
Invoice: 2025-Q1				1,303.82	31011732 54110000297	EX/2024-2025 POET LAUREATE CULTURAL FUNDING EX-GF-CULTURAL ARTS & SCIENCES				
				278780	2025-Q1-2	04/04/2025		04/16/25		7,444.60

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcsbdsb

CASH ACCOUNT: 635 111100 CASH
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Invoice: 2025-Q1-2

7,444.60 31011732 54110000297 EX/2024-2025 BARN CULTURAL FUNDING
EX-GF-CULTURAL ARTS & SCIENCES

Invoice: 2025-Q1-3

278781 2025-Q1-3 04/04/2025 04/16/25 900.00
900.00 91140573 541100 2025 LTAC
GG-TOUR-PROF SERVICES

CHECK 5605 TOTAL: 9,648.42

5606 04/17/2025 EFT 9856 BARR-TECH LLC
Invoice: 10260

278782 10260 03/31/2025 04/16/25 5,809.69
5,809.69 73425358 54790100551 PW/BIOSOLIDS PROCESSED MAR25 84.64 TONS
BIOSOLIDS WASTE DISPOSAL

CHECK 5606 TOTAL: 5,809.69

5607 04/17/2025 EFT
Invoice: 2024-Q4

5923 THE BLOEDEL RESERVE 278783 2024-Q4 01/10/2025 04/16/25 2,800.00
2,800.00 31011732 54110000297 EX/2024-2025 BLOEDEL CULTURAL FUNDING
EX-GF-CULTURAL ARTS & SCIENCES

CHECK 5607 TOTAL: 2,800.00

5608 04/17/2025 EFT
Invoice: 99550153

360 BUILDERS FIRSTSOURCE 278814 99550153 03/20/2025 04/16/25 5.54
5.54 73011189 53110001391 PW/YARD LIGHTS
SUPPLIES

CHECK 5608 TOTAL: 5.54

5609 04/17/2025 EFT
Invoice: IN332113

8979 CHARGEPOINT, INC. 278872 IN332113 04/14/2025 04/16/25 2,271.36
2,271.36 73011318 54850000735 PW/2025-2028 RENEWAL - EV CHARGING STATIONS
CAR CHARGING STATION-SOFTWARE

CHECK 5609 TOTAL: 2,271.36

5610 04/17/2025 EFT
Invoice: BPD0003239

104 CITY OF BREMERTON 278784 BPD0003239 03/12/2025 04/16/25 400.00
400.00 53011212 545000 POL/RANGE RENTAL
POLICE - C/E PATROL RENTS

CHECK 5610 TOTAL: 400.00

5611 04/17/2025 EFT
Invoice: 201140852

518 CRIMINAL JUSTICE TRA 278845 201140852 03/26/2025 04/16/25 1,150.00
1,150.00 53011212 443410 POL/DT INSTRUCTOR TRAINING/QUINN
POLICE - C/E PATROL TRAINING

CHECK 5611 TOTAL: 1,150.00

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 3
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

5612	04/17/2025 EFT	112	CODE PUBLISHING COMP	278787	GCI0017218	04/09/2025	04/16/25	795.53
	Invoice: GCI0017218			795.53	36011143 541100	EXCC/MUNICIPAL CODE WEB UPDATE CLERK-C/E-PROF SVCS		
						CHECK	5612 TOTAL:	795.53
5613	04/17/2025 EFT	6363	LN CURTIS & SONS	278796	INV932492	03/31/2025	04/16/25	189.05
	Invoice: INV932492			189.05	53011212 520000	POL/UNIFORM/NORTON POLICE - C/E PATROL BENEFITS		
				278797	INV932889	03/31/2025	04/16/25	207.61
	Invoice: INV932889			207.61	53011212 520000	POL/UNIFORMS/DAY POLICE - C/E PATROL BENEFITS		
				278798	INV933009	03/31/2025	04/16/25	177.21
	Invoice: INV933009			177.21	51011217 520000	POL/UNIFORM/CARPENTER PD-C/E-PARKING ENF-BEN		
				278799	INV933428	04/02/2025	04/16/25	108.41
	Invoice: INV933428			108.41	53011212 520000	POL/UNIFORM/MCCARTY POLICE - C/E PATROL BENEFITS		
				278800	INV934379	04/07/2025	04/16/25	113.83
	Invoice: INV934379			113.83	53011212 520000	POL/UNIFORM PIECES POLICE - C/E PATROL BENEFITS		
						CHECK	5613 TOTAL:	796.11
5614	04/17/2025 EFT	10151	FASTENAL COMPANY	278788	WABR170399	04/03/2025	04/16/25	634.87
	Invoice: WABR170399			634.87	73637891 531100	PW/SAFETY SUPPLIES OFFICE SUPPLIES		
						CHECK	5614 TOTAL:	634.87
5615	04/17/2025 EFT	10027	FEHR & PEERS	278789	184346	04/04/2025	04/16/25	13,143.75
	Invoice: 184346			13,143.75	72111444 54110000930	ENG/TRANSPORTATION ELEMENT UPDATE COMP PLAN UPDATE-TRANSP-PS		
						CHECK	5615 TOTAL:	13,143.75
5616	04/17/2025 EFT	1953	FERGUSON ENTERPRISES	278790	0074670	04/02/2025	04/16/25	1,637.17
	Invoice: 0074670			1,637.17	73431835 531100	PW/WO 24582 OFFICE SUPPLIES		
						CHECK	5616 TOTAL:	1,637.17

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 4
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

5617	04/17/2025	EFT	513	GRAINGER	278791	9453604515	03/27/2025	04/16/25	561.38
		Invoice: 9453604515			561.38	73431835 531100	PW/WO 24584 - ROUND POINT SHOVEL X6 OFFICE SUPPLIES		
							CHECK	5617 TOTAL:	561.38
5618	04/17/2025	EFT	1517	GUARDIAN SECURITY SY	278792	1594906	04/01/2025	04/16/25	70.99
		Invoice: 1594906			70.99	51011215 541100	POL/EVIDENCE LOCKER SECURITY POLICE - C/E FACIL PROF SVCS		
							CHECK	5618 TOTAL:	70.99
5619	04/17/2025	EFT	9883	INVOICE CLOUD INC	278873	2698-2025_2	02/28/2025	04/16/25	2,777.52
		Invoice: 2698-2025_2			1,388.76	43411341 541100	FIN/UB SVCS FEB25 FIN - WATER ADMIN PROF SERVICE		
					1,388.76	43421351 541100	FIN - SEWER ADMIN PROF SERVICE		
							CHECK	5619 TOTAL:	2,777.52
5620	04/17/2025	EFT	10439	KELLEY CREATE CO	278794	38885848	03/31/2025	04/16/25	191.11
		Invoice: 38885848			191.11	31011256 545000	EX/EOC COPIER LEASE EX-GF-EMERG PREP-RENTALS		
					278795	38978610	04/10/2025	04/16/25	365.05
		Invoice: 38978610			365.05	72011321 545000	ENG/COPIER LEASE-4515AC ENG - C/E ADMIN RENTS & LEASES		
					278874	38978608	04/10/2025	04/16/25	254.13
		Invoice: 38978608			254.13	73637891 545000	PW/COPIER LEASE RENTS & LEASES - OPERATING		
							CHECK	5620 TOTAL:	810.29
5621	04/17/2025	EFT	9852	KISSLER ENTERPRISES	278801	11583	03/31/2025	04/16/25	9,310.40
		Invoice: 11583			9,310.40	73425358 54790100551	PW/WWTP BIOSOLIDS HAULING TO BARR-TECH MAR25 BIOSOLIDS WASTE DISPOSAL		
							CHECK	5621 TOTAL:	9,310.40
5622	04/17/2025	EFT	5011	LEXISNEXIS RISK SOLU	278804	1100118554	03/31/2025	04/16/25	239.97
		Invoice: 1100118554			239.97	52011212 549100	POL/MONTHLY SUBSCRIPTION PD-C/E-INV-DUES/SUBSCR/MEMBRSH		
							CHECK	5622 TOTAL:	239.97

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 5
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

5623	04/17/2025 EFT	4111	OLYMPIC SPRINGS INC	278807	374257	03/31/2025	04/16/25	32.60
	Invoice: 374257			32.60	73425358 531100	PW/WWTP - 5 GAL PURIFIED WATER X3		
						O&M-WWTP-SUPPLIES		
						CHECK	5623 TOTAL:	32.60
5624	04/17/2025 EFT	1754	OTIS ELEVATOR COMPAN	278809	100401884404	03/17/2025	04/16/25	5,167.82
	Invoice: 100401884404			5,167.82	73011183 54810000888	PW/ELEVATOR MAINTENANCE SERVICE Q2 2025		
						CH ELEVATOR MAINT-REPAIRS		
						CHECK	5624 TOTAL:	5,167.82
5625	04/17/2025 EFT	10011	PACIFICA LAW GROUP L	278810	97511	04/08/2025	04/16/25	7,440.25
	Invoice: 97511			7,440.25	31011551 54110001251	EX/PRO SVCS MAR25 - AFFORDABLE HOUSING PROJECT		
						625 WINSLOW-AFF HSG-PROF SVCS		
						CHECK	5625 TOTAL:	7,440.25
5626	04/17/2025 EFT	5646	PERTEET INC	278812	20220099.0000-39	04/04/2025	04/16/25	1,228.92
	Invoice: 20220099.0000-39			1,228.92	72433438 64110001107	ENG/EH DR / WW + COOPER CREEK - PR		
						C40-EAGLE HRBR FISH PASS-PRFSV		
						CHECK	5626 TOTAL:	1,228.92
5627	04/17/2025 EFT	6333	PETROCARD INC.	278813	0549771-IN	04/03/2025	04/16/25	4,447.17
	Invoice: 0549771-IN			2,040.16	73638893 532000	PW/DIESEL & REGULAR FUEL		
				2,407.01	73638932 532000	O&M-FUEL USE-ALLOCATION		
						O&M-FUEL ALLOC TO OTH DEPTS		
						CHECK	5627 TOTAL:	4,447.17
5628	04/17/2025 EFT	8922	REXEL USA INC.	278816	0Y63706	03/13/2025	04/16/25	3,605.76
	Invoice: 0Y63706			3,605.76	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS		
						SUPPLIES		
	Invoice: 6C08207			278817	6C08207	03/13/2025	04/16/25	3,614.20
				3,614.20	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS		
						SUPPLIES		
	Invoice: 6C42752			278818	6C42752	03/17/2025	04/16/25	292.00
				292.00	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS		
						SUPPLIES		
	Invoice: 6C52841			278819	6C52841	03/14/2025	04/16/25	1,096.80
				1,096.80	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS		
						SUPPLIES		

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 6
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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Invoice: 6C59676	278820	6C59676	03/17/2025	04/16/25	621.52
	621.52	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6C77382	278821	6C77382	03/28/2025	04/16/25	982.80
	982.80	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6C77664	278822	6C77664	03/20/2025	04/16/25	43.72
	43.72	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6C93005	278823	6C93005	03/21/2025	04/16/25	52.18
	52.18	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6D20367	278824	6D20367	03/25/2025	04/16/25	-437.10
	-437.10	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6D83769	278825	6D83769	04/03/2025	04/16/25	107.06
	107.06	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6D88098	278826	6D88098	04/03/2025	04/16/25	52.15
	52.15	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6D90349	278827	6D90349	04/04/2025	04/16/25	-982.80
	-982.80	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		
Invoice: 6D90767	278828	6D90767	04/04/2025	04/16/25	182.80
	182.80	73011189 53110001391	PW/LOWER YARD LIGHT REPLACEMENTS SUPPLIES		

CHECK 5628 TOTAL: 9,231.09

5629 04/17/2025 EFT Invoice: 12270	5251 ROTARY CLUB OF BAINB	278829 12270	04/01/2025 04/16/25	150.00
		150.00 51011211 549100	POL/QTRLY DUES/CLARK (Q2 2025) PD-C/E-ADM-DUES/SUBCR/MEMBRSH	
Invoice: 12314		278830 12314	04/01/2025 04/16/25	150.00
		150.00 31011131 549100	EX/QTRLY DUES/KING (Q2 2025) EX-GF-DUES/SUBCR/MEMBERSH	

CHECK 5629 TOTAL: 300.00

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 7
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

5630	04/17/2025 EFT	10646	SOUND NATIVE PLANTS	278831	I25-160	04/09/2025	04/16/25	2,538.35
	Invoice: I25-160			2,538.35	72011316 541100	ENG/NOXIOUS WEED CONTROL		
						ENG-GF-NOXIOUS WEED CONTROL		
						CHECK	5630 TOTAL:	2,538.35
5631	04/17/2025 EFT	8738	SPEAKWRITE, LLC	278833	D9189450	04/01/2025	04/16/25	160.49
	Invoice: D9189450			160.49	52011212 541100	POL/TRANSCRIPTION		
						POLICE - C/E INVEST PROF SVCS		
						CHECK	5631 TOTAL:	160.49
5632	04/17/2025 EFT	8132	SPECTRA LABORATORIES	278834	25-02252	04/07/2025	04/16/25	195.00
	Invoice: 25-02252			195.00	73425358 54110000391	PW/TESTING - WWTP		
						LAB & TESTING SVCS-WWTP		
	Invoice: 25-02256			278835	25-02256	04/07/2025	04/16/25	195.00
				195.00	73425358 54110000391	PW/TESTING - WWTP		
						LAB & TESTING SVCS-WWTP		
	Invoice: 25-02274			278836	25-02274	04/07/2025	04/16/25	32.00
				32.00	73011897 54110000391	PW/TESTING - PW ADMIN SINK		
						LAB SVCS-PWY FAC		
	Invoice: 25-02275			278837	25-02275	04/07/2025	04/16/25	96.00
				96.00	73411345 54110000391	PW/TESTING - MULTIPLE SITES		
						LAB SVCS-WATER		
	Invoice: 25-02360			278838	25-02360	04/09/2025	04/16/25	629.00
				629.00	73425358 54110000391	PW/TESTING - WWTP		
						LAB & TESTING SVCS-WWTP		
						CHECK	5632 TOTAL:	1,147.00
5633	04/17/2025 EFT	1152	HD SUPPLY INC	278839	INV00664985	03/28/2025	04/16/25	85.05
	Invoice: INV00664985			85.05	73425358 531100	PW/WO 24569 - TSS STD 200 MG/L		
						O&M-WWTP-SUPPLIES		
	Invoice: INV00674807			278840	INV00674807	04/08/2025	04/16/25	6,235.42
				6,235.42	73421355 531100	PW/WO 24555 - 3M SELF RETRACTING LIFELINE		
						WIN COLL-SUPPLIES		
						CHECK	5633 TOTAL:	6,320.47
5634	04/17/2025 EFT	553	UTILITIES UNDERGROUN	278841	5030124	03/31/2025	04/16/25	189.00
	Invoice: 5030124			189.00	73637893 54110000393	PW/EXCAVATION NOTIFICATIONS MAR25		
						O&M ALLOC-LOCATING SVCS		

04/16/2025 15:27 |CITY OF BAINBRIDGE ISLAND
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|P 8
|apcshdsb

CASH ACCOUNT: 635 111100 CASH
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						CHECK	5634 TOTAL:	189.00
5635	04/17/2025 EFT	7821	VESTIS	278842	5120662123	04/03/2025	04/16/25	32.76
Invoice: 5120662123				32.76	73638893 589310	PW/LAUNDRY SVCS LAUNDRY SERVICES		
Invoice: 5120666499				278843	5120666499	04/10/2025	04/16/25	32.76
				32.76	73638893 589310	PW/LAUNDRY SVCS LAUNDRY SERVICES		
						CHECK	5635 TOTAL:	65.52
5636	04/17/2025 EFT	9373	VISIT BAINBRIDGE ISL	278844	2025-Q1.3	03/31/2025	04/16/25	22,029.35
Invoice: 2025-Q1.3				22,029.35	91140573 541100	2025 LTAC MAR25 GG-TOUR-PROF SERVICES		
						CHECK	5636 TOTAL:	22,029.35
5637	04/17/2025 EFT	499	WESTBAY AUTO PARTS I	278848	919010	03/31/2025	04/16/25	21.23
Invoice: 919010				21.23	73638935 531100	PW/SHOP SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
Invoice: 919284				278849	919284	04/01/2025	04/16/25	60.40
				60.40	73421355 531100	PW/WO 00253 WIN COLL-SUPPLIES		
Invoice: 919481				278850	919481	04/02/2025	04/16/25	6.36
				6.36	73638935 531100	PW/SHOP SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
Invoice: 919490				278851	919490	04/02/2025	04/16/25	47.44
				47.44	73638935 531100	PW/SHOP SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
Invoice: 919492				278852	919492	04/02/2025	04/16/25	107.14
				107.14	73638935 531100	PW/SHOP SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
Invoice: 919724				278853	919724	04/03/2025	04/16/25	63.14
				63.14	73638935 531100	PW/SHOP SUPPLIES O&M-STD ALLOCATION-SUPPLIES		
Invoice: 920201				278854	920201	04/07/2025	04/16/25	37.62
				37.62	73637957 531100	PW/WO 25356 O&M ALLOC-80%FAC/20%STRT-SUPL		
Invoice: 920253				278855	920253	04/07/2025	04/16/25	195.30
						PW/SHOP SUPPLIES		

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

			195.30	73638935	531100	O&M-STD ALLOCATION-SUPPLIES			
Invoice: 920338			278856	920338		04/07/2025	04/16/25	74.75	
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						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 920422			278857	920422		04/08/2025	04/16/25	67.15	
			67.15	73637941	531100	PW/WO 00004			
						VACTOR R&M-SUPPLIES			
Invoice: 920732			278858	920732		04/09/2025	04/16/25	137.87	
			137.87	73638935	531100	PW/SHOP SUPPLIES			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 921129			278859	921129		04/11/2025	04/16/25	58.22	
			58.22	73638935	531100	PW/SHOP SUPPLIES			
						O&M-STD ALLOCATION-SUPPLIES			
Invoice: 921415			278860	921415		04/14/2025	04/16/25	137.83	
			137.83	73638935	531100	PW/SHOP SUPPLIES			
						O&M-STD ALLOCATION-SUPPLIES			

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NUMBER OF CHECKS 38 *** CASH ACCOUNT TOTAL *** 130,978.65

	COUNT	AMOUNT
TOTAL EFT'S	38	130,978.65

*** GRAND TOTAL *** 130,978.65

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JOURNAL ENTRIES TO BE CREATED
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|P 10
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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 4 219	APP 402-213000	04/17/2025	04/16/25	041725			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		24,086.11	
	APP 635-111100	04/17/2025	04/16/25	041725			CASH AP CASH DISBURSEMENTS JOURNAL			130,978.65
	APP 101-213000	04/17/2025	04/16/25	041725			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		13,245.22	
	APP 403-213000	04/17/2025	04/16/25	041725			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,502.77	
	APP 001-213000	04/17/2025	04/16/25	041725			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		57,939.70	
	APP 401-213000	04/17/2025	04/16/25	041725			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,730.76	
	APP 104-213000	04/17/2025	04/16/25	041725			CIVIC IMPR - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		22,929.35	
	APP 631-213000	04/17/2025	04/16/25	041725			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6,544.74	
GENERAL LEDGER TOTAL									130,978.65	130,978.65
	APP 631-130000	04/17/2025	04/16/25	041725			DUE TO/FROM CLEARING		124,433.91	
	APP 402-130000	04/17/2025	04/16/25	041725			DUE TO/FROM CLEARING			24,086.11
	APP 101-130000	04/17/2025	04/16/25	041725			STREETS - DUE TO/FROM CLEARING			13,245.22
	APP 403-130000	04/17/2025	04/16/25	041725			DUE TO/FROM CLEARING			3,502.77
	APP 001-130000	04/17/2025	04/16/25	041725			GENERAL - DUE TO/FROM CLEARING			57,939.70
	APP 401-130000	04/17/2025	04/16/25	041725			DUE TO/FROM CLEARING			2,730.76
	APP 104-130000	04/17/2025	04/16/25	041725			CIVIC IMPR DUE TO/FROM CLEAR'G			22,929.35
SYSTEM GENERATED ENTRIES TOTAL									124,433.91	124,433.91
JOURNAL 2025/04/219 TOTAL									255,412.56	255,412.56

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 11
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	4	219	04/17/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		57,939.70
001-213000				GENERAL - ACCOUNTS PAYABLE	57,939.70	
				FUND TOTAL	57,939.70	57,939.70
101 STREET FUND	2025	4	219	04/17/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		13,245.22
101-213000				STREETS - ACCOUNTS PAYABLE	13,245.22	
				FUND TOTAL	13,245.22	13,245.22
104 CIVIC IMPROVEMENT FUND	2025	4	219	04/17/2025		
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		22,929.35
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	22,929.35	
				FUND TOTAL	22,929.35	22,929.35
401 WATER OPERATING FUND	2025	4	219	04/17/2025		
401-130000				DUE TO/FROM CLEARING		2,730.76
401-213000				ACCOUNTS PAYABLE	2,730.76	
				FUND TOTAL	2,730.76	2,730.76
402 SEWER OPERATING FUND	2025	4	219	04/17/2025		
402-130000				DUE TO/FROM CLEARING		24,086.11
402-213000				ACCOUNTS PAYABLE	24,086.11	
				FUND TOTAL	24,086.11	24,086.11
403 STORM & SURFACE WATER FUND	2025	4	219	04/17/2025		
403-130000				DUE TO/FROM CLEARING		3,502.77
403-213000				ACCOUNTS PAYABLE	3,502.77	
				FUND TOTAL	3,502.77	3,502.77
631 CLEARING FUND	2025	4	219	04/17/2025		
631-130000				DUE TO/FROM CLEARING	124,433.91	
631-213000				ACCOUNTS PAYABLE	6,544.74	
635-111100				CASH		130,978.65
				FUND TOTAL	130,978.65	130,978.65

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
001 GENERAL FUND		57,939.70
101 STREET FUND		13,245.22
104 CIVIC IMPROVEMENT FUND		22,929.35
401 WATER OPERATING FUND		2,730.76
402 SEWER OPERATING FUND		24,086.11
403 STORM & SURFACE WATER FUND		3,502.77
631 CLEARING FUND		
	124,433.91	
	-----	-----
TOTAL	124,433.91	124,433.91

** END OF REPORT - Generated by Grace Lin **



CITY OF
BAINBRIDGE ISLAND

PAYROLL REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

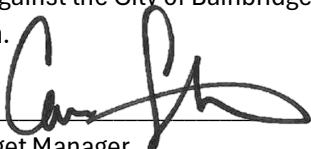
PAYROLL CHECK RUN: 04-21-2025

Run Type	Date	Check # Sequence	Comments	Amount
Normal	4/21/2025	64148 - 64289	Regular check run (Direct Dep)	454,765.15
EFTPS	4/21/2025	EFTPS	Federal Tax Electronic Transfer	170,785.60
EFT	4/21/2025	ACH	DSHS	147.08
Normal	4/21/2025	110645 - 110652	Vendor check run (Paper Checks)	141,947.67
			TOTAL:	\$ 767,645.50

Prepared and Reviewed by: 
DeAnna Houser, Payroll Specialist

Date 04/18/2025

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 04/18/2025



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 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, LIHI Tour, April 1, 2025.docx](#)

[Special City Council Meeting Minutes - Executive Session, April 8, 2025.pdf](#)

[Regular City Council Business Meeting Minutes, April 8, 2025.pdf](#)



**SPECIAL CITY COUNCIL MEETING
LIHI TOUR**

**TUESDAY, APRIL 1, 2025
10:00 AM TO 12:00 PM**

**Nichols Court
7544 Martin Luther King Jr. Way S.
Seattle, WA**

**George Fleming Place
7357 43rd Ave S.
Seattle, WA**

Representatives from the Low Income Housing Institute (LIHI) and Walsh Construction hosted a tour of two LIHI affordable housing properties, Nichols Court and George Fleming Place, beginning at 10:00 a.m. at Rosehill Missionary Baptist Church's parking lot located at 7550 Martin Luther King Jr. Way S., Seattle. Mayor Mathews, Deputy Mayor Quitslund, and Councilmember Schneider and Deets attended the tour together with City staff.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



**SPECIAL CITY COUNCIL MEETING – EXECUTIVE SESSION
TUESDAY, APRIL 8, 2025**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL

Mayor Mathews called the meeting to order at 5:30 p.m. in Council Chambers and on the Zoom webinar.

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

2) EXECUTIVE SESSION

- 2.A Pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency**
Cover Page

Mayor Mathews adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 5:32 p.m. for 20 minutes.

3) ADJOURNMENT

Council returned at 5:52 p.m., and Mayor Mathews adjourned the meeting.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



**REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, APRIL 8, 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, Hytopoulos, Moriwaki, and Schneider were present. Councilmember Fantroy-Johnson was absent and excused.

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

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Moriwaki moved and Councilmember Deets seconded to approve the agenda with the addition of the item that was discussed in executive session. The motion carried unanimously, 6 - 0.

There were no conflicts of interest disclosed.

3) PRESENTATION(S)

3.A Approve Proclamation Declaring the Week of May 1 - May 7 as "Frog Rock Week"
Cover Page
[Frog Rock Week Proclamation.docx](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to authorize the Mayor to sign the proclamation declaring May 1 - May 7 as "Frog Rock Week."

Quitslund/Moriwaki: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

Mayor Mathews read the proclamation. Bob and Ellen Green, with Denise Stoughton, accepted the proclamation.

3.B Present Proclamation Declaring April 2025, as "Earth Month"

[Cover Page](#)
[Earth Month Proclamation 2025.docx](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to authorize the Mayor to sign the proclamation declaring April 2025, as "Earth Month" and add it to the list of annual proclamations that may be signed by the Mayor without further Council action.

Deets/Quitslund: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

Councilmember Deets read the proclamation. Jeanette Franks and Christine Perkins, Sustainable Bainbridge, accepted the proclamation.

3.C Present Proclamation Declaring April 25, 2025, as "Arbor Day"

[Cover Page](#)

[Arbor Day Proclamation 2025.docx](#)

Councilmember Moriwaki read the proclamation. City Arborist Reed accepted the proclamation.

4) PUBLIC COMMENT

4.A Guidelines and Instructions for Public Comment

[Cover Page](#)

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

Diane Landry spoke about the solid waste contract.

Heather Church, Bainbridge Disposal, spoke about the solid waste contract.

Jackie Luth and Anne Smart spoke in favor of the Creative District markers.

Bruce Weiland spoke in favor of the affordable housing overlay concept.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda

[Cover Page](#)

MOTION: I move to approve the Consent Agenda as presented.

Moriwaki/Quitslund: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

5.B Approve Accounts Payable and Payroll

[Cover Page](#)

[AP Report to Council of Cash Disbursements 03-26-25.pdf](#)

[AP Report to Council of Cash Disbursements 04-02-25.pdf](#)

[Council Report 04-05-25.pdf](#)

5.C Approve City Council Meeting Minutes

[Cover Page](#)

[Special City Council Meeting Minutes, March 6, 2025.pdf](#)

[Special City Council Meeting Collaboration Cafe, March 17, 2025.pdf](#)

[City Council Study Session Minutes, March 18, 2025.pdf](#)

[Regular City Council Meeting Minutes, March 25, 2025.pdf](#)

5.D Authorize the City Manager to Accept a Brian Abbott Fish Barrier Removal Grant in the Amount of \$719,845 in Support of the Eagle Harbor Drive Cooper Creek Fish Passage Project, and Authorize a Related Budget Amendment to Support the Project Construction (SSWM Fund) - Public Works

[Cover Page](#)

[21-1497 Agreement - Cooper Creek Culvert Restoration - unsigned.pdf](#)

[CIP_Eagle Harbor Drive Cooper Creek Fish Passage_01107.pdf](#)

5.E Authorize the City Manager to Execute a Construction Contract in the Amount of \$2,334,836.00 with Redside Construction LLC for the Eagle Harbor Drive Cooper Creek Fish Passage Project, and Authorize a Related Budget Amendment in the Amount of \$610,000 from the Storm and Surface Water Management (SSWM) Fund, and \$110,000 from the Water Fund (\$2,334,836.00 SSWM Fund; \$110,000 Water Fund) - Public Works

[Cover Page](#)

[Bid Form_Eagle Harbor \(Cooper Creek\) Fish Passage Culvert Replacement.pdf](#)

[FBB_Eagle Harbor \(Cooper Creek\) Fish Passage_Redside Construction LLC_CC.docx](#)

[CIP_Eagle Harbor Drive Cooper Creek Fish Passage_01107.pdf](#)

5.F Authorize the City Manager to Execute Amendment No. 11 to the Professional Services Agreement with Perteet, Inc. to Support the Construction and Monitoring Phase of the Eagle Harbor Drive Cooper Creek Fish Passage Project, and Authorize a Related Budget Amendment in the Amount of \$108,140.00 (\$108,140.00, Storm and Surface Water Management (SSWM) Fund) - Public Works

[Cover Page](#)

[Eagle Harbor Cooper Creek PSA Amendment No 11.docx](#)

[Exhibit B - EagleHarbor-FishPassage-Suppl1-Perteet-2025-03-16.pdf](#)

[CIP_Eagle Harbor Drive Cooper Creek Fish Passage_01107.pdf](#)

5.G Authorize the City Manager to Accept a Federal Transportation Grant in the Amount of \$300,000 from the Puget Sound Regional Council Transportation Alternatives Program to Support the 100% Design and Permitting for the Eagle Harbor Drive Non-Motorized Boardwalk Project and Authorize a Related Budget Amendment to the 2025-2028 Capital Improvement Plan in the Amount of \$342,000 (\$300,000 Federal Grant; \$42,000 General Fund Match) - Public Works

[Cover Page](#)

[PSRC Confirmation of Grant Receipt.pdf](#)

- 5.H **Adopt 2025 Workplan for the Ethics Board**
 [Cover Page](#)
 [Ethics Board 2024 Annual Report and 2025 Workplan_FINAL](#)

- 5.I **Adopt the 2025 Workplan for the Design Review Board**
 [Cover Page](#)
 [2024 Committee Work and 2025 Workplan -DRB.pdf](#)

- 5.J **Adopt the 2025 Workplan for the Race Equity Advisory Committee**
 [Cover Page](#)
 [2025 REAC Workplan.pdf](#)

- 5.K **Adopt the 2025 Workplan for the Utility Advisory Committee**
 [Cover Page](#)
 [Memo Utility Advisory Committee 2024 Report 2025 Work Plan.docx](#)

- 5.L **Authorize the City Manager to Execute the Ferncliff Water Main Extension Project Acceptance - Public Works**
 [Cover Page](#)
 [Project Acceptance Ferncliff Water Main Ext.pdf](#)
 [Ferncliff Main Extension Project Page.pdf](#)

- 5.M **Authorize the City Manager to Accept a Grant (\$480,000) in Partnership with Housing Resources Bainbridge (HRB) from the Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) for Utility Improvements for the Ericksen Affordable Housing Project - Executive**
 [Cover Page](#)
 [COM 24-96722-002 Bainbridge Ericksen](#)
 [Award Letter- Bainbridge Ericksen.pdf](#)
 [Ericksen Project Site Map 2.jpg](#)

- 5.N **Authorize the City Manager to Execute Amendment No. 5 with Skillings, Inc. to Support the Permitting Phase of the Lower Lovell Pump, Sunday Cove Pump and Gravity Sewer Main, and Wing Point Pump Projects (\$60,000.00, Sewer Fund) - Public Works**
 [Cover Page](#)
 [Amendment No 5 SSLWW Skillings.docx](#)
 [Exhibit A - Scope of Services.pdf](#)
 [Summary of Hours.pdf](#)
 [Lovell_Wood_CIP Budget Pages.pdf](#)

6) **COUNCIL ANNOUNCEMENTS**

Council members provided updates on local and regional events.

7) **CITY MANAGER'S REPORT**

City Manager King reported on the status of funding for the affordable housing project and cancellation of a grant program from the Federal Emergency Management Agency (FEMA) that would have funded a study of Manitou Beach Road.

8) REGULAR BUSINESS

8.A Consider Providing Notice to the Washington Utilities and Transportation Commission of the City's Intention with Regard to Solid Waste Services

[Cover Page](#)

[Exclusive Negotiation Agreement Bainbridge Disposal 121323.pdf](#)

[Solid Waste Services PPT 4.8.2025.pdf](#)

City Manager King provided a presentation. Council discussed the topic.

MOTION: I move to direct the City Manager to continue discussions and negotiations with Bainbridge Disposal with the goal of finding as a primary provider in accordance with all of us, and we are setting aside the UTC issue.

Moriwaki/Deets: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

8.B Discuss Proposed Motion relating to an Affordable Housing Overlay Zoning Ordinance in the Winslow Subarea - Planning

[Cover Page](#)

[03.11.2025_AHOZ_Memo from J.Quitslund.pdf](#)

[MRSC - Using Affordable Housing Overlay Zones to Reduce the Risk of Displacement.pdf](#)

City Manager King introduced the agenda item. Planning Director Charnas provided a presentation, and Council discussed the topic.

MOTION: I move that we ask the Planning Commission to look at the concept of an affordable housing overlay zone ordinance to address affordable housing in the Winslow Subarea.

Moriwaki/Quitslund: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

8.C Consider Authorization to Spend up to \$3,300 from the Public Art Subfund for Permits Related to Installation of Creative District Boundary Markers and Approve the District Boundary Markers

[Cover Page](#)

[Bainbridge Creative District Marker Description for CC 04082025](#)

[Creative Markers Map for CC 04082025](#)

City Manager King introduced the agenda item. Deputy City Manager Schroer provided a presentation.

MOTION: I move to authorize the expenditure of up to \$3,300 from the Public Art Subfund for permits related to the installation of boundary markers for the Bainbridge Creative District and approve the District Boundary Markers.

Moriwaki/Deets: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

8.D Introduce Resolution No. 2025-07 to Amend the City's Fee Schedule to Add a Fee for Redaction of Body-Worn Camera Videos

[Cover Page](#)

[Executive Department Memorandum - Body-Worn Camera Redaction Fees.docx](#)

[Resolution No. 2025-07 Amending the Fee Schedule to Adopt Fees for Body-Worn Camera Video Redaction.docx](#)

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

MOTION: I move to forward Resolution No. 2025-07 to the April 22, 2025, Consent Agenda.

Deets/Moriwaki: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

9) COMMUNICATIONS

9.A Transmit Planning Commission Motions on Matters Unrelated to Zoning Made in the First Quarter of 2025 - Planning

[Cover Page](#)

City Manager King presented the agenda item.

MOTION: I move to forward the recommendation to extend the terms to a future meeting.

Moriwaki/Deets: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider, Ashley Mathews

NOES: None

ABSENT: Brenda Fantroy-Johnson

ABSTAIN: None

[NEW ITEM] OPIOID LITIGATION

MOTION: I move to authorize the City Attorney in the national opioid litigation to withdraw the City's claim against pharmacy benefit managers.

Deets/Moriwaki: The motion carried unanimously, 6 - 0.

AYES: Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider,
Ashley Mathews
NOES: None
ABSENT: Brenda Fantroy-Johnson
ABSTAIN: None

10) ADJOURNMENT

Mayor Mathews adjourned the meeting at 8:13 p.m.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Professional Services Agreement with TetraTech for the Wastewater Treatment Plant Capacity Upgrades Project and Construction Support (\$365,018.00 - Sewer Fund) - Public Works

SUMMARY: The scope of services under this agreement allows for the wrap-up of design efforts and bid support from the Consultant's original contract and incorporates construction support services for the City's Wastewater Treatment Plant Secondary and UV Upgrades in 2026 and 2027.

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

RECOMMENDED MOTION:

Move to authorize the City Manager to execute a Professional Services Agreement with TetraTech for \$365,018.00 for the Wastewater Treatment Plant Capacity Upgrades project and construction support.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned at this time.

FISCAL IMPACT:

Amount:	\$365,018.00
Ongoing Cost:	N/A
One-Time Cost:	\$365,018.00
Included in Current Budget?	true

BACKGROUND: The Wastewater Treatment Plan Capacity Upgrades Project is planned for a construction bid award on the April 22, 2025, City Council regular business meeting. That project scope includes improvements for upgrading organic loading capacity and upgrades to handle future wastewater flows, as well as to comply with the Wastewater Discharge Permit issued by the Department of Ecology. The project also includes replacement of the secondary ultra-violet (UV) disinfection system.

The city's design consultant for the project, Tetra Tech, was first hired in February 2022, to support the project. That contract expired at the end of 2024 prior to the completion of work, and therefore a new contract was developed for design and bid support, plant equipment bid assistance, and construction support services.

The construction project is anticipated to begin in 2026. The contractor will likely spend the remainder of 2025 working with the city and the contractor's vendors to procure and manufacture the equipment that will be installed as part of the upgrade. Tetra Tech will assist city staff with evaluating construction submittals, evaluating and supporting the contractor's approach to the work, and advising the city's WWTP operators on related procedures and

processes to accommodate the construction.

ATTACHMENTS:

[PSA WWTP Capacity Upgrades - Construction Services Tetra Tech.docx](#)

[Exhibit A - Budget - 04.17.2025.pdf](#)

[WWTP Upgrades_01187.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 construction of the Wastewater Treatment Plant Secondary and UV Upgrades; 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 December 31, 2027, 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 Three Hundred Sixty-Five Thousand Eighteen and 00/100 Dollars (\$365,018.00).

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, 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.
 14205th 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

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

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 minus (A-).

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 scope of services allows for continuation of design efforts from the Consultant's original design contract and incorporates construction services for 2026/2027 construction of the City's Wastewater Treatment Plant Secondary and UV Upgrades and are described in the tasks below.

This scope of work is separated into five components where applicable:

1. **Tasks:** items of work that will be completed by the Consultant;
2. **Receivables:** elements that will be provided by the City to the Consultant;
3. **Assumptions:** assumptions used to develop each task;
4. **Deliverables:** finished product(s) that will be delivered to the City in the manner specified in this scope of services; and
5. **Payment:** payment for services provided under each task.

Task 701 – Assistance during Bidding

Provide assistance to the City during bidding and award of the contracts for construction. Activities include:

- Electronic submittal of bid set of final construction plans at one-half scale and specifications for internal City use.
- Prepare for prebid conference.
- Prepare bidder question log for documenting and responding to bidder questions.
- Prepare clarifications to the final construction documents in the form of addenda to the construction contract and distribute to bidders.
- Review bids received, evaluate bids, and prepare a recommendation on award of the contract.

Assumptions:

1. The City will handle distribution of contract documents to prospective bidders.
2. Assumes 4 Addendum packages per Contract.
3. Assumes 2 contract packages

Deliverables: Conformed Set, Prebid agenda and minutes, Addendum packages

Task 901: Project Management

This task includes budget to track, monitor, plan, and manage the work within the scope of this agreement for 31 months – the contract period of performance to December 31, 2027.

Deliverables:

- **Progress Updates** - Progress updates will be held by telephone approximately every other week with the City to coordinate work activities and keep the City informed of progress to date. It is assumed the work within this task will be over a 31-month period ending on December 31, 2027. There will be up to 31 progress updates during that period between the City and the Consultant's Project Manager.
- **Progress Reports and Billings** - The Consultant will include brief monthly progress reports along with monthly invoices. Progress reports will contain information on major activities, anticipated actions, and outstanding issues to be resolved.

Payment: See Exhibit A - Budget

Task 902: Prepare Quality Assurance Plans

Provide a quality assurance plan as required by WAC 173-240-075.

Deliverables: A quality assurance plan as required by WAC 173-240-075.

Payment: See Exhibit A - Budget

Task 903: WWTP Secondary and UP Upgrades Construction Engineering Support Services

Construction Engineering Support Services to include participation in meetings with the Contractor and City (both virtual and in-person), review of certain submittals (transmitted electronically), site inspections at key points during the project, change order review and assistance with preparation, and availability for email/phone questions by the City.

Deliverables: This task provides construction administration support for the Construction Contract. Specific activities include:

- **Weekly Coordination:** Attend bi-weekly construction meetings for a period of 31 months which will result in a total of 62 meetings. Assist City with review of construction progress, clarifications, upcoming work, and any problems/coordination issues.
- **Site Visit:** The Consultant's Project Engineer will visit the site 16 times during summer months (2026 and 2027) to review construction progress.
- **Submittal Review:** Shop drawings and submittal review. This scope of work assumes approximately 50 submittals. The Consultant will maintain a submittal and RFI log. It is assumed that the average submittal review time is approximately 4hrs per submittal.
- **RFI's:** The Consultant will provide written clarifications of the contract documents as needed. Assume providing responses to 35 RFI's. Each RFI response would include up to 3.5 hours of engineering, 0.5 hour QA/QC.

- **On-Call Site Visits:** Site visits by design team staff on an on-call basis as requested by the City.
- **Substantial Completion/Final Inspection:** The Consultant will provide inspections to verify substantial completion and final completion including preparation of punch list items for remaining work.
- **Prepare Record Drawings:** The Consultant will compile modifications made during construction into record drawings, based on marked up drawings provided by the City and Contractor. Provide full-size reproducible drawings, two sets of full-size prints, and electronic documents in PDF and ACAD format.
- **Contract Closeout:** The Consultant will assist the City with notices of substantial completion, final inspection and punch list verification. This activity includes transfer of insurance and warranty certificates and bonds. Recommendation of City acceptance of the project is included.

Payment: See Exhibit A - Budget

Task 904: Revise Operation and Maintenance (O&M) Manual Prepare Quality Assurance Plans

Services include preparation of an operations and maintenance (O&M) manual for the new facility.

Assumptions:

- The Consultant to update the existing Operation and Maintenance (O&M) Manual: The manual will be prepared to meet the requirements of the Washington Administrative Code (WAC) Chapter 173-240-080 Operations and Maintenance Manual. The manual will provide technical guidance on how to operate the wastewater treatment facility including the specific process equipment for normal and emergency operating conditions to meet the engineer's performance expectations. The manual will address specific regulatory and agency reporting requirements. The secondary treatment and UV sections of the O&M Manual will be updated. Schematic drawings for the above-referenced systems as well. The manual will include an integrated salient summary of and index to all process equipment manufacturers' manuals. The final manual will be submitted to Ecology within 30 days of final acceptance of the constructed facility by the Owner.
- The Consultant will coordinate with the City's operations staff. City operations staff will assist with portions of the O&M Manual.

Deliverables: 1 printed copy of O&M manual, 1 electronic version

Payment: See Exhibit A - Budget

Task 905: Start-Up, Testing, and Programming and SCADA Coordination

The Consultant to provide follow-up services include an allowance to provide start-up and follow-up assistance to the City during start-up planning, testing and initial operation.

Deliverables:

- Start-Up, testing Assistance: This subtask provides for assistance during start-up and commissioning of the new wastewater treatment plant.
- PLC programming and SCADA coordination: Coordination with vendors and S&B.

Payment: See Exhibit A – Budget

Task 906: Change Order

Allowance for assisting the City with compiling change order documents and high-level cost estimates.

Assumptions: The City will be in the primary role for negotiating change orders with the Contractor.

Payment: See Exhibit A - Budget

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.



City of Bainbridge Island - Winslow WWTP

Exhibit A - Budget

		Tetra Tech												S&B		Totals
		Griz Sarria	Eric Dienst	Jim Santroch	Mark Maxwell	John Rice	Armin Agnish	Amanda Smokoff	Dan Portman	Amanda Nappler	Ryan Maas	Bryan Thomas	Rick Morris	Jim Swanson	Dianne Linden	
		Project Principal	PM/Process WW Eng.	Technical Advisor	WW Operations/Disinfection	Sr. Electrical Engineer	Electrical Engineer	Sr. Civil Engineer/PM	Technical Editing	Project Assistant	Structural Engineer	Sr. CAD Drafter	CAD Drafter	Principal Engineer	Project Assistant	
LABOR																
100 Project Management																
	101 Cost Control/Progress Reporting/Sub. Mgmt.	1	6						10							17
500 Planning and Studies																
	504 High-Strength Source Monitoring															0
600 Design																
	604 Plant Equipment Replacement															
700 Bidding Assistance																
	701 Assistance During Bidding	10	43		32	38		6			10			10	1	149
900 Planning and Studies																
	901 Project Management (32 months)	14	90						44							148
	902 Prepare QA Plan		8													8
	903 Construction Administration															876
	Weekly Coordination & Meetings		52		48	52		60								
	Bi- Weekly site visit (summer) 2026/2027 (12 visits)		60			16										
	Submittal Reviews (50)		48		30	36	24	48			8			17	2	
	RFI's (35)		36		30	20		40			8					
	Punch Lists, Substantial Completion & Final Inspections for several phases		20		4	16		16								
	Prepare Record Drawings		24		6	4	24	20				60		17		
	Contract Closeout		12		6	6		6								
	904 O&M Manual Updates		32	8	24	16		40	12							132
	905 Start-Up Coordination		16		16	12		12								56
	906 Change Coordination		8		8	8	8	8			8					48
Total Hours		25	455	8	204	224	56	256	12	54	26	68	0	44	3	1434
Billing Rate		\$ 310	\$ 216	\$ 298	\$ 258	\$ 297	\$ 150	\$ 192	\$ 166	\$ 125	\$ 246	\$ 187	\$ 125	\$ 295	\$ 105	
Total Labor Cost		\$ 7,626	\$ 98,280	\$ 2,384	\$ 52,632	\$ 66,528	\$ 8,400	\$ 49,152	\$ 1,992	\$ 6,750	\$ 6,298	\$ 12,716	\$ -	\$ 12,980	\$ 315	\$326,053
TOTAL LABOR COST BY FIRM		\$312,758												\$13,295		\$326,053

0.7

0.7

0.4

0.6

		Tetra Tech				S&B	Totals
EXPENSES							
	Travel (Task 903)			\$3,700		\$0	\$3,700
	10% Subconsultant Markup			\$1,466			\$1,466
TOTAL EXPENSES BY FIRM				\$5,166		\$0	\$5,166

ESCALATION																
5% Escalation/Year - Nov 2027 Completion						\$32,437							\$1,363			\$33,800

TOTAL PROJECT COST	\$350,360												\$14,658			\$365,018
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Project: WWTP Upgrades

Number:

01187

Location: WWTP

Project Description



Description: The Wastewater Treatment Plant requires near-term capacity upgrades to ensure compliance with the City's wastewater discharge permit issued by the Department of Ecology. The near-term improvements include optimization of settling capacity; replacing the UV disinfection system; modifying existing clarifiers and improving sludge dewatering.

Benefit: Compliance with state requirements.

Schedule: YR1: design. YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029- 2042	Total
FUNDING SOURCES (1000's)									
General Fund	-	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	164	943	2,033	-	800	-	-	-	3,940
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Sub-total	164	943	2,033	-	800	-	-	-	3,940
FUNDING USES (1000's)									
Project Management	-	12	35	-	-	-	-	-	47
Design/construction	164	931	1,998	-	800	-	-	-	3,893
Sub-total	164	943	2,033	-	800	-	-	-	3,940

Estimated Impact on Future Operating Budget

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029- 2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-



City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Construction Contract with McClure & Sons, Inc. (\$4,158,509.08) for the Wastewater Treatment Plant Capacity Upgrade Equipment Project - Public Works,

SUMMARY:

Three bids for the Wastewater Treatment Plant Capacity Upgrades Project were opened on March 28, 2025.

City staff reviewed the bid results and the contractors' qualifications and determined that the apparent low bidder, JMG Constructors, LLC, was non-responsive. Structural steel and rebar installation was not addressed within 48 hours as required by RCW 39.30.060.

City staff then reviewed the bid and qualifications of the second lowest bidder and recommends that City Council award the Wastewater Treatment Plant Capacity Upgrades project to McClure & Sons, Inc., in the amount of \$4,158,509.08. See attached bid form. The engineer's estimate is \$3,651,102.00.

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

RECOMMENDED MOTION:

Authorize the City Manager to execute a Construction Contract with McClure & Sons, Inc. (\$4,158,509.08) for the Wastewater Treatment Plant Capacity Upgrade Equipment Project.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned at this time.

FISCAL IMPACT:

Amount:	\$4,158,509.08
Ongoing Cost:	N/A
One-Time Cost:	\$4,158,509.08
Included in Current Budget?	false

BACKGROUND: The Wastewater Treatment Plant requires near-term capacity upgrades to ensure compliance with the City's wastewater discharge permit issued by the Department of Ecology as the

inflow biological oxygen demand and total suspended solid levels have reached 85% of the design capacity. The upgrade includes improvements to the secondary treatment of anoxic zone, and aeration basins. The ultraviolet (UV) disinfection system will be replaced, as the existing system is nearing the end of its useful life. In addition, the UV system replacement will provide uninterruptible power supply and new control panels that has been the source of outages in the past.

Construction of the improvements is necessary to be conducted during the dry season, therefore the work will occur in the summers of 2026 (east aeration basin retrofitting) and 2027 (west aeration basin retrofitting).

Bids were solicited through the Daily Journal of Commerce, Kitsap Sun, and the City's Bids & Awards webpage and three bids for the Wastewater Treatment Plant Capacity Upgrades Project were opened on March 28, 2025.

City staff reviewed the bid results and the contractors' qualifications and determined that the apparent low bidder, JMG Constructors, LLC, was non responsive. Structural steel and rebar installation was not addressed within 48 hours as required by RCW 39.30.060.

City staff then reviewed the bid and qualifications of the second low bidder and recommends that City Council award the Wastewater Treatment Plant Capacity Upgrades project to McClure & Sons, Inc., in the amount of \$4,158,509.08. The base bid amount was \$3,932,727.49 and the State required apprentice utilization plan incentive of \$19,265.61 was added to the contracted amount. See attached bid form. The engineer's estimate is \$3,651,102.00.

ATTACHMENTS:

[FBB WWTP Capacity Upgrades McClure Sons CC.docx](#)

[CIP_Wastewater Treatment Plant Upgrades_01187.pdf](#)

[Bid Form_Winslow WWTP Capacity Upgrades_2025.03.28_CC.pdf](#)

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the __, day of _____, 2025, by and between the City of Bainbridge Island ("City" and/or "CONTRACTING AGENCY") and McClure & Sons, Inc, a Washington state 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 WASTEWATER TREATMENT PLANT CAPACITY UPGRADE 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 Four Million One Hundred Fifty-Eight Thousand Five Hundred Nine and 08/100 Dollars (\$4,158,509.08) ("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. Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee (hereafter "General Conditions")
3. Supplementary Conditions
4. Technical Specifications
5. Indemnity and Insurance Agreement
6. Special Indemnity and Insurance Agreement
7. Prevailing Wage Schedules and Regulations
8. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
9. Certification of Compliance with Wage Payment Statutes
10. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

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

CONTRACTOR's Initials: _____

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

All parties agree that the State of Washington shall be, and is hereby named as an express third-party beneficiary of this Contract, with full 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.

CONTRACTOR:
MCCLURE & SONS, INC.

By: _____

Its: _____

Date: _____

CITY OF BAINBRIDGE ISLAND:

By: _____
Blair King, City Manager

Date: _____

Project: Wastewater Treatment Plant Upgrades

Number: 01187

Location: Donald Place

Project Description



Description: The Wastewater Treatment Plant requires near-term capacity upgrades to ensure compliance with the City's wastewater discharge permit issued by the Department of Ecology. The near-term improvements include optimization of settling capacity; replacing the UV disinfection system; modifying existing clarifiers and improving sludge dewatering.

Benefit: Compliance with state requirements.

Schedule: 2025/26: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	3,133	1,307	-	-	-	-	-	4,440
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	3,133	1,307	-	-	-	-	-	4,440
FUNDING USES (1000's)								
Project Management	54	6	-	-	-	-	-	61
Design/construction	3,079	1,301	-	-	-	-	-	4,379
Sub-total	3,133	1,307	-	-	-	-	-	4,440



City of Bainbridge Island Public Works Department – Engineering

WASTEWATER TREATMENT PLANT CAPACITY UPGRADE

Bid Opening Date: 3/28/2025

Bids Open @ 1:30PM

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineers Estimate is: \$3,640,182.00				
	Bidder 1 Pacific Civil and Infrastructure, Inc	Bidder 2 McClure and Sons, Inc	Bidder 3 JMG Constructors, LLC	Bidder 4
Proposal	X	X	X	
Signature Page – Addenda 1, 2, 3, 4, 5, 6 & 7 Acknowledged	X	X	X	
Certification of Compliance with Wage Payment Statutes	X	X	X	
Apprenticeship Utilization Requirement (AUR) Acknowledgement	X	X	X	
COBI Code of Conduct / Non-Collusion Declaration	X	X	X	
Proposal Bond (5%)	X	X	X	
Statement of Bidders Qualifications	X	X	X	
Statement of Proposed Subcontractors	X	X	Incomplete*	
Bidder's List (40 CFR Part 33 Part 33.501)	X	X	X	
Certification of Nonsegregated Facilities	X	X	X	
Disadvantaged Business Enterprise Subcontractor Utilization Form	X	X	X	
Disadvantaged Business Enterprise Subcontractor Performance Form	X	X	X	
TOTAL BASE BID AMOUNT (LINE A)	\$4,217,631.60	\$4,139,243.47	\$3,932,727.49	

Apprenticeship Utilization Plan Incentive		\$19,265.61		
Contract Total		\$4,158,509.08		

A total of **3** bids were received for the **WASTEWATER TREATMENT CAPACITY UPGRADE PROJECT**. Project Manager, **AARON CLAIBORNE**, has reviewed all bids and recommends that the City Council award the contract to the apparent responsive low bidder, **McClure & Sons, Inc**, in the amount of **\$4,158,509.08**.

* Structural steel and rebar installation not addressed within 48 hours as required by RCW 39.30.060. Per the statute, failure to submit the complete subcontractor form within 48 hours of the bid "shall render the prime contract bidder's bid nonresponsive and, therefore, void."



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2025-07 to Amend the City's Fee Schedule to Add a Fee for Redaction of Body-Worn Camera Videos,

SUMMARY:

The City adopted the state statutory fees for electronic records in 2018. The City charges \$.05 for every 4 electronic records and \$.10 per gigabyte. City staff are recommending a new fee for redacting body-worn camera videos.

The Public Records Act (specifically, RCW 42.56.240(14)) exempts from release certain material in order to protect a person's right to privacy. The section goes on to state that law enforcement shall not disclose a body-worn camera recording if disclosure would be highly offensive to a reasonable person. Examples include video that depicts a medical facility where a patient is receiving treatment, a domestic violence or sexual assault victim, the interior of a residence, a minor, or a deceased person.

In recent years, the City has received an increasing number of requests for body-worn camera videos from uninvolved parties. These videos are subsequently monetized by posting them on social media channels (such as YouTube). Fees will not be charged for redacting videos for involved parties, their legal counsel, or agencies with oversight functions.

The attached memorandum provides additional detail about the proposed fees. A draft resolution amending the Fee Schedule is also attached.

Council considered the resolution at the April 8, 2025, business meeting and forwarded it to the April 22, 2025, consent agenda.

AGENDA CATEGORY: Resolution

PROPOSED BY: Executive

RECOMMENDED MOTION:

Adopt Resolution No. 2025-07.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	

Included in Current Budget?	
-----------------------------	--

BACKGROUND: The Bainbridge Island Police Department (“BIPD”) has implemented a body worn camera program. All commissioned officers are equipped with body cameras. They capture recordings that are public records subject to the Washington Public Records Act, Chapter 42.56 RCW (PRA). The PRA allows a law enforcement agency to charge certain requestors the reasonable costs of redacting body worn camera videos prior to disclosure. Allowable redaction costs are in addition to copying costs that agencies are legally allowed to charge requestors.

With the exception of the following requestors, the PRA allows an agency to charge a requestor the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States Department of Justice settlement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

Principles

- We charge for redactions based on the parameters provided in the PRA
- We charge staff time directly applicable to redacting videos
- We charge staff time (salary plus benefits) equivalent to the hourly rate of the lowest-paid employee assigned responsibility for redacting video
- We use redaction technology that most effectively and efficiently meets the administrative and operational needs of BIPD
- We do not charge requestors any costs related to the redaction technology
- The City incurs substantial costs for video management, processing, storage, and redaction technology
- In addition to allowed redaction costs, we charge requestors the actual cost of copies of body-worn camera recordings as provided in the PRA and set forth in our Fee Schedule

ATTACHMENTS:

[Executive Department Memorandum - Body-Worn Camera Redaction Fees.docx](#)

[Resolution No. 2025-07 Amending the Fee Schedule to Adopt Fees for Body-Worn Camera Video Redaction.docx](#)



Executive Department Memorandum

TO: Blair King, City Manager

CC: Joe Clark, Police Chief

FROM: Christine Brown, City Clerk

SUBJECT: Fees for Redacting Body-Worn Camera Videos

DATE: April 4, 2025

The City adopted the state statutory fees for electronic records in 2018. The City charges \$.05 for every 4 electronic records and \$.10 per gigabyte. City staff are recommending a new fee for redacting body-worn camera videos.

The Public Records Act (specifically, RCW 42.56.240(14)) exempts from release certain material in order to protect a person's right to privacy. The section goes on to state that law enforcement shall not disclose a body-worn camera recording if disclosure would be highly offensive to a reasonable person. Examples include video that depicts a medical facility where a patient is receiving treatment, the interior of a residence, a domestic violence or sexual assault victim, a minor, or a deceased person.

In recent years, the City has received an increasing number of requests for body-worn camera videos from uninvolved parties. These videos are subsequently monetized by posting them on social media channels (such as YouTube). Fees will not be charged for redacting videos for involved parties, their legal counsel, or agencies with oversight functions.

Background

The Bainbridge Island Police Department ("BIPD") has implemented a body-worn camera program. All commissioned officers are equipped with body cameras. They capture recordings that are public records subject to the Washington Public Records Act, Chapter 42.56 RCW (PRA). The PRA allows a law enforcement agency to charge certain requesters the reasonable costs of redacting body-worn camera videos prior to disclosure. Allowable redaction costs are in addition to copying costs that agencies are legally allowed to charge requesters.

Introduction

With the exception of the following requesters, the PRA allows an agency to charge a requester the

reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body-worn camera recording prior to disclosure:

- A person directly involved in an incident recorded by the requested body-worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body-worn camera recording;
- A person or his or her attorney who requests a body-worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States Department of Justice settlement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body-worn camera recordings, to the extent possible and reasonable.

Principles

- We charge for redactions based on the parameters provided in the PRA
- We charge staff time directly applicable to redacting videos
- We charge staff time (salary plus benefits) equivalent to the hourly rate of the lowest-paid employee assigned responsibility for redacting video
- We use redaction technology that most effectively and efficiently meets the administrative and operational needs of BIPD
- We do not charge requesters any costs related to the redaction technology
- The City incurs substantial costs for video management, processing, storage, and redaction technology
- In addition to allowed redaction costs, we charge requesters the actual cost of copies of body-worn camera recordings as provided in the PRA and set forth in our Fee Schedule

Types of Redactions

- Targeted Video Redaction of Person or Object with or without Targeted Audio Redaction: This blurs or blacks out the face or identifying features of an individual or object
- Targeted Audio Redaction Alone: This removes exempt portions of the audio without redaction of related video
- Screen Blur or Blackout: This blurs or blacks out the entire screen for a segment of video containing an exempt image (such as the interior of a place of residence where a person has a reasonable expectation of privacy, the interior of a medical or mental health facility, etc.)

Estimated Time for Redaction

The table below shows the estimated time for various types of redaction. Staff have confirmed that these times are consistent with those of other agencies in the area using similar technology.

Redaction Type	Actual Time	Redaction Time
Targeted Video Redaction with or without Targeted Audio Redaction	1 Minute per individual or object redacted	10 Minutes per individual or object redacted
Targeted Audio Redaction Alone	1 Minute	5 Minutes
Screen Blur or Screen Blackout	1 Minute per segment	1 Minute per segment

Redaction Charge

The salary for the lowest paid staff performing redaction work is \$.90 per minute. This amount includes benefits paid but no other overhead costs. The PRA allows agencies to charge the actual cost of redacting body-worn camera recordings including the cost of redaction technology provided it is the least costly commercially available method. The staff's salary amount does not include the cost of redaction technology, and the City does not intend to charge requesters technology costs at this time. The City intends to charge requesters at the rate of \$.90 per minute of staff time to redact body worn videos. This rate is below the actual cost incurred by the City for redacting video.

Estimated Redaction Costs

Estimated redaction costs are as follows:

Redaction Method	Estimated Cost Per Minute to Redact	Minutes to Redact Per Minute of Raw Footage	Estimated Cost of Redaction Per Minute of Raw Footage
Targeted Video Redaction with or without Targeted Audio Redaction	\$.90 per individual or object redacted	10 per individual or object redacted	\$9.00 per individual or object redacted
Targeted Audio Redaction Alone	\$.90	5	\$4.50
Screen Blur or Screen Blackout	\$.90	1 Minute per segment	\$.90/segment

BIPD will charge requesters redaction costs reflecting the actual time it takes to redact a particular video calculated at the rate of \$.90 per minute.

RESOLUTION NO. 2025-07

A RESOLUTION of the City of Bainbridge Island, Washington, adding a fee for body-worn camera video redaction to the City's Fee Schedule.

WHEREAS, RCW 82.02.020 authorizes the collection of reasonable fees to cover the costs to the City for certain activities; and

WHEREAS, the Bainbridge Island Police Department ("BIPD") has implemented a body worn camera program that captures recordings that are public records subject to the Washington Public Records Act, Chapter 42.56 RCW (PRA).

WHEREAS, the PRA exempts from release certain material in order to protect a person's right to privacy; and

WHEREAS, the PRA allows a law enforcement agency to charge certain requesters the reasonable costs of redacting body worn camera videos prior to disclosure; and

WHEREAS, the City of Bainbridge Island periodically updates the Fee Schedule to reflect City Council actions and the actual cost to the City of various services in accordance with state law.

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

Section 1. Section 3, Copy Fees, of the City's Fee Schedule is amended to add the following new section:

D. BODY-WORN CAMERA VIDEO REDACTION FEES

Body-worn camera video redactions fees at the rate of \$.90 per minute will be charged for the actual time it takes to redact a particular video. This includes targeted video redaction with or without targeted audio redaction, targeted audio redaction alone, or screen blur or screen blackout.

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

Section 3. Should any section, paragraph, sentence, clause, or phrase of this resolution conflict with the terms of any prior ordinance or resolution, including terms related to fee or charge adjustments, the terms of this ordinance shall control.

PASSED by the City Council this ____ day of April 2025.

APPROVED by the Mayor this ____ day of April 2025.

Ashley Mathews, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 4, 2025
PASSED BY THE CITY COUNCIL:	April __, 2025
EFFECTIVE DATE:	_____, 2025
RESOLUTION NO.	2025-07



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME:

AGENDA ITEM: Cancel the May 6, 2025 City Council Study Session

SUMMARY: Council will consider canceling the May 6, 2025, City Council study session.

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

RECOMMENDED MOTION:

Cancel the May 6, 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: April 22, 2025

ESTIMATED TIME:

AGENDA ITEM: Ratify the City Manager's Submittal for a Congressionally Directed Spending (CDS) Request to the Office of U.S. Senator Maria Cantwell, Requesting \$5,000,000 in Appropriations - Executive

SUMMARY: The City of Bainbridge Island became aware of U.S. Senator Maria Cantwell's Congressionally Directed Spending (CDS) funds on Tuesday, April 8, that could be applied to the Affordable Housing Project at 625 Winslow Way. With assistance from the City's selected Affordable Housing Developer, Low Income Housing Institute (LIHI), the City was able to submit a \$5M funding request in a short amount of time to meet the Sunday, April 13 deadline. The City's submittal fell under Housing and Urban Development (HUD) Economic Development Initiatives (EDI) category, and included two letters of support, one from LIHI, and another from the Bainbridge Island Downtown Association (BIDA).

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

RECOMMENDED MOTION:

Ratify the City Manager's April 13, 2025, submittal for a Congressionally Directed Spending (CDS) Request to the office of U.S. Senator Maria Cantwell, requesting \$5,000,000 in appropriations.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	5,000,000.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	false

ATTACHMENTS:

[OAM_ Cantwell Congressionally Directed Spending \(CDS\) Request Form - FY2026 Appropriations.pdf](#)
[2025 BIDA Letter of Support_Cantwell.pdf](#)
[2025 LIHI Letter of Support_Cantwell_Winslow.pdf](#)

Name & Contact Info	Mailing Address	Permanent Address
Jon Grant Mobile: 206353-9740 jon.grant@lihi.org	1253 S. Jackson St Suite A Seattle WA 98144	1253 S. Jackson St Suite A Seattle WA 98144

* indicates a required field.

Section 1. CDS Funding Request

1. Requesting Entity *

City of Bainbridge Island

2. Is the Requesting Entity Eligible to Enter into a Grant Agreement with a Federal Agency and Administer the Grant?

NOTE: Only nonprofit and government entities are eligible for Congressionally Directed Spending. For-profit entities are ineligible and will not be considered.

Yes

3. City or Region *

Bainbridge Island, WA

4. County *

Kitsap

5. Relevant Appropriations Bill *

Transportation-HUD

6. Is this a Congressionally Directed Spending Request *

NOTE: If yes, all sub-questions are required.

Yes

6.1 FY 2026 Funding Request Amount

5000000

6.2 Specific Account

Please select from the below accounts that are eligible for Congressionally Directed Spending (CDS).

NOTE: Some accounts have eligibility restrictions.

Please refer to the account-specific guidance provided [HERE](#).

Housing & Urban Development - Economic Development Initiatives (EDI) for Economic Development Projects

6.3 Title of Proposal

Bainbridge Island Affordable Housing

6.4 Problem/Issue Statement

Please describe the problem or issue to be addressed through this request. Be as detailed as possible, and explain why the problem or issue cannot be addressed without federal funding. Please explain why this should be considered a priority project.

Bainbridge Island requires a dramatic expansion in the supply of affordable housing for its workforce. Grocery clerks, carpenters, cooks, landscapers, sales associates, health care managers, and many other essential workers cannot afford to live in the community where they work. According to the National Community Survey Bainbridge Island scored in the bottom 3% of the national benchmark for availability of affordable housing. High housing costs, property taxes, and a limited range of housing types have greatly constrained who can reside on Bainbridge Island. This undercuts the economic health of the community, limits who can access its excellent schools and facilities, and threatens the viability of local businesses by limiting their available workforce. A staggering 79% of surveyed workers on Bainbridge Island do not live here, but would if they could afford to do so. According to the National Low Income Housing Coalition, the Bremerton-Silverdale Metropolitan Statistical Area (MSA), that includes Bainbridge Island, an average worker would need to earn \$39.40/hour to afford a two-bedroom apartment. Only 3% of the over 11,000 housing units on the Island are considered affordable or income-restricted.

With this project, the City of Bainbridge Island seeks to jumpstart the production of an attractive form of higher density housing that has been missing from Bainbridge, demonstrating the viability of affordable housing production at scale and stimulating the economic development of the community by providing housing attainable for more of its local workforce. The City has catalyzed the project with its commitment of a surplus public site and the dedication of funding raised through its local share of state-authorized tax revenues. The project will utilize the Federal Low Income Housing Tax Credits program to raise the primary private debt and investment in the deal, but a gap remains between the real costs of the development and local gap funding.

The costs of building new construction in our metropolitan area have increased dramatically over the last few years due to inflation and other macroeconomic factors. While the City of Bainbridge Island has committed the land and an additional \$3,200,000 to the development of the project, there remains a funding gap that threatens the feasibility of the project. We are requesting \$5,000,000 to fill the gap to complete the development costs for the project. While a large number, \$5,000,000 will allow Congress to support approximately 90 units of affordable housing for low-income workers and families located next to the Washington State Ferry Terminal and a thriving job market, with positions supporting the local economy.

6.5 Request Description, Purpose, and Activities to be Funded

Please describe the facilities, services, and/or products that will be provided in non-technical language. This question is aimed at understanding the reason(s) for your request. Supplemental documents can also be attached with your application along with the required letters of support.

NOTE: All applicants are required to complete this section. Requests under certain accounts require the applicant to provide specific additional information or answer specific additional questions. **Without this information, your request may not be considered.**

Please refer to the account-specific guidance provided [HERE](#).

The City of Bainbridge Island is delighted to submit this request for funding to support our mixed-use residential and commercial building located at 625 Winslow Way East. Our City is undertaking this process to develop much needed affordable housing for the individuals and families that have not been served by the island's market rate housing.

We are proposing an 85,000 sq ft, four (4) story building. The building will have approximately 56,736 sq ft of residential space, 5,729 sq ft of commercial space, and 13,041 sq ft of parking. Our goal is to serve a variety of family sizes and households with approximately 90 units consisting of a mix of studio units, 30-40 one-bedroom units, 10-15 two-bedroom units, and 15-20 three-bedroom units. Apartments will be affordable for households earning between 0-60% of the Area Median Income (AMI). The project will include multiple areas that can be enjoyed by residents, guests and pedestrians including lush landscaping, a terraced garden and walkway, other garden areas, children's play area, and outdoor decks and seating areas. Retail space along the west edge will welcome commuters and visitors and commercial spaces along Winslow Way E, which are set back from the street to provide a pedestrian friendly experience.

The existing site is a former police station, where the redevelopment of the city-owned property will be for residential/commercial mixed use. We see this as a great opportunity to provide much needed affordable family housing to the area where the average home price is \$885,000 (up 15% from 2023). We also see this site as a wonderful opportunity to provide a beautiful building that will stand as a beacon of Bainbridge Island's commitment to an island that is for everyone. Given the proximity of the property to the ferry terminal, it will serve as a prominent landmark and gateway to our beautiful downtown Winslow and its many small businesses.

6.6 Please provide a projected budget breakdown for the project, if possible

This question is meant to provide details of how overall project funding will be spent, not your funding sources.

Please detail which specific project elements would be funded by congressionally directed spending.

Please also address whether your requested amount is scalable to a lower amount and, if so, what is the minimum amount?

The project is anticipated to cost, roughly, \$51,000,000 for both the residential and commercial portions of the project. This entails all of the funds necessary to purchase the site, conduct all due diligence, design and entitlements (all necessary permits and approvals), financial costs (attorney, bank, investor fees necessary to secure all funding sources for the project), all required operating and replacement reserves, and the construction of both the residential and commercial portions of the building, as well as all utility and site work.

The project uses breaks down as follows:

Acquisition - \$20,000

Construction - \$40,850,000

Soft Costs - \$6,541,000

Pre-Development Financing - \$120,000

Construction Financing - \$1,160,000

Permanent Financing - \$340,000

Capitalized Reserves - \$439,000

Other Development Costs (utility connections and permits) - \$1,250,000

LIHTC/Bond Costs - \$280,000

We anticipate using the direct appropriation funds for the construction of the building itself. If the direct appropriation is reduced from the \$5,000,000 that we are requesting, then we would need to seek out any reduction in funds from other sources, but a minimum of \$3,000,000 would be required given the limitations of local fund sources.

6.7 Project Goals & Results

Please describe the measurable goals and expected results of this project, including any relevant timelines, and describe how the project's performance will be measured and tracked. For construction projects, please provide a timeline, describe current project status, and provide estimated time of project completion.

NOTE: All requests are required to complete this section. Some accounts require additional specific information:

Transportation/Housing & Urban Development - ALL Transportation Projects

- Describe the project's timeline, what phases have been completed, what phase the project is currently in, and when construction is anticipated to start and finish.

The Winslow Affordable Housing project will provide public benefits in the form of (1) increased supply of affordable housing for both small and large families, (2) new job creation, (3) redevelopment of a vacant land that will revitalize this area of the neighborhood; (4) a community-forward redevelopment of an anchor site in the town center of Winslow (5) inclusion of multiple areas that can be enjoyed by residents, guests and pedestrians including lush landscaping, a terraced garden and walkway, other garden areas, children's play area, and outdoor decks and seating areas; (6) increased walkability and sidewalks in the area, serving as the gateway to beautiful downtown Winslow; and (7) alleviate further displacement of low wage workers that fuel the Island economy.

Construction Timeline:

3Q 2024 – Conducted due diligence for the project Spring 2025 – Started

permitting/entitlements for the project

Spring summer 2025 – prepare funding applications for fall 2025

September 2025 – submit application to the State Housing Trust Fund

Spring 2026 – submit application for 4% tax credits

Summer 2026 – fully funded project

Summer 2026 – close on project and begin construction

Fall 2027 – Complete construction and begin lease-up

6.8 Washington State Communities Benefited by This Request

Cities, counties (if multiple), regions, etc.

Bainbridge Island, Kitsap County

6.9 Economic & Community Impact

Briefly describe the economic and/or community impacts of this project. For many projects, this impact can be expressed in the total number of jobs and economic activity created or sustained directly and indirectly, or investment stimulated. For these, please list the type of jobs and where those jobs are located. Other requests will yield outcomes other than job creation. For these, please provide a specific and detailed description of the community impacts. Please provide information estimating the number of individuals the project may serve if applicable.

In addition to Bainbridge Island and Kitsap County where the project is located, many of the region's construction workers commute from nearby counties such as King County and Pierce County.

The impact in those communities from the spending power of well-paying construction positions has an impact on a wide range of individuals from the real estate agent selling a house to a first-time homebuyer to the server at the local restaurant. The monetary impact of these projects is hard to measure because of both the benefits to the individuals and families that live there but also the purchasing power of the individuals building this housing.

There will be considerable job creation directly generated by this development. Approximately 200 prevailing wage construction jobs will be created from this project. 8-10 property management positions will be created. The project will fund 25-30 design and entitlement positions including architects, engineers, and accounting roles.

6.10 Estimated Total Project Cost (\$)

Please list the total projected cost for completing this project, including all federal and non-federal sources of funding.

51000000

6.11 Has This Project Received Additional Federal Funding, or Has the Requesting Entity Applied For Federal Funding for this Project, in the Last Five Years?

No

6.12 If you Answered 'Yes" to the Above Question, Please Describe

Describe all federal funding received for this project, along with applications for federal funding, successful or unsuccessful, in the last five years.

NA

6.13 Non-Federal Funding Sources

Please describe the sources, either secured or anticipated, of non-federal funding (including state, local, or private funding) for this project. Include sources, amounts, and fiscal years if possible.

Washington State Housing Trust Fund: \$6,100,000 - Projected FY26

City of Bainbridge Island: \$3,200,000 - Secured

Kitsap County: \$756,491.43 - Projected FY25

Perm Debt: \$12,850,000 (both residential and commercial portions of the project) - Projected FY26

6.14 Has the Requesting Entity Previously Requested Congressionally Directed Spending for This Project or Another Phase of this Project?

No

6.15 To Your Knowledge, is This Project Eligible for Federal Grant Funding?

Yes

6.16 Requesting Entity Federal Employer Number

Please provide your nine-digit Federal Employer Identification Number (EIN). If the funding will ultimately be administered through the federal government (e.g. Army Corps of Engineers projects), please disregard.

91-6001663

6.17 Project Website

<https://www.bainbridgewa.gov/1478/Conceptual-Affordable-Housing-Project-at>

7. Priority Ranking of Proposal (if multiple proposals are being submitted by the same entity) *

If you have also submitted programmatic and language requests and are also submitting multiple Congressionally Directed Spending requests, please rank order of **only** those CDS requests.

1

8. Was This Request Submitted to Another Member of the Washington Delegation? *

Select all that apply.

Other (NA),

Section 2. Contact Information

Primary Point of Contact

1. Name *

Blair King

2. Title *

City Manager

3. Address Line 1 *

280 Madison Avenue North

4. Address Line 2

No answer.

5. City *

Bainbridge Island

6. State *

WA

7. Zipcode *

98110

8. Phone Number *

206.842.2545

9. Email Address *

bking@bainbridgewa.gov

Head of Organization (This point of contact cannot be a lobbyist or external entity)

10.Name *

Blair King

11.Title *

City Manager

12.Address Line 1 *

280 Madison Avenue North

13.Address Line 2

No answer.

14.City *

Bainbridge Island

15.State *

WA

16.Zipcode *

98110

17.Phone Number *

206.842.2545

18.Email *

bking@bainbridgewa.gov



April 9th, 2025

TO: Honorable Maria Cantwell
United States Senate
511 Hart Senate Office Building
Washington, DC 20510

RE: Letter of Support for City of Bainbridge Island's CDS for Winslow Affordable Housing

Dear U.S. Senator Maria Cantwell,

As the Executive Director of the Bainbridge Island Downtown Association (BIDA) I am writing in full support of the City of Bainbridge Island's application for Congressional Directed Spending (CDS). Our association builds community by supporting initiatives that promote a vibrant downtown, such as facilitating local involvement in downtown interests; marketing the destination to visitors and locals; and promoting the aesthetic design and economic vitality of the downtown corridor. Ensuring that workers in our downtown business area have an affordable home in the same neighborhood where they work is key to ensuring our community can thrive. For these reasons and more, we encourage you to include the City's affordable housing proposal in the budget.

Finding housing that is affordable on Bainbridge Island continues to be a struggle for working people. This jeopardizes our economy as employers and business owners report difficulty in recruiting and retaining workers due to the lack of affordable housing. According to the City's Housing Needs Assessment of those workers surveyed 79% reported not living on Bainbridge Island, but shared that they would choose to do so if they could afford it.

That is why we are supporting the City's proposal to transform an underutilized parcel of public land into 65-100 units of affordable housing. The building would serve households earning sixty percent of the Area Median Income (AMI). The property would provide other community amenities such as a non-profit service space, local retailers, community meeting space, and a play area for children. There is an acute need for housing and this would provide workers in the downtown core much needed relief through housing security.

Thank you for your service to Washington State, and consideration of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "John Carson", written over a horizontal line.

John Carson
Executive Director
Bainbridge Island Downtown Association
600 Winslow Way East, Suite #239
Bainbridge Island, WA 98110
206.842.2982
info@bainbridgedowntown.org

4/9/2025
Date



April 10th, 2025

TO: Honorable Maria Cantwell
United States Senate
511 Hart Senate Office Building
Washington, DC 20510

RE: Letter of Support for City of Bainbridge Island's CDS for Winslow Affordable Housing

Dear U.S. Senator Maria Cantwell,

The Low Income Housing Institute (LIHI) is enthusiastically writing in support of the City of Bainbridge Island's Congressional Directed Spending request for the Winslow Affordable Housing Project. LIHI was selected in a competitive process by the City to develop this project to alleviate the island's affordable housing crisis. As a developer of over 5,000 units of affordable housing across six counties in the greater Puget Sound region, we are thrilled to partner with the City and Runberg Architecture Group to launch this proposal.

LIHI and Runberg Architecture Group have won multiple design awards for the buildings we have built together. Our building design will integrate and contribute to the neighborhood, as well as provide a place of pride for its residents. We believe that people – in particular those living in affordable housing – should feel proud of where they live. The project is a mixed-use residential and commercial building located at 625 Winslow Way East. **Apartments will be affordable for households earning between 0-60% of the Area Median Income (AMI).** This proposal is necessary to develop much needed affordable housing for the individuals and families that have not been served by the island's market rate housing.

We are proposing an 85,000 sq ft, four (4) story building. Our goal is to serve a variety of family sizes and households with approximately 90 units consisting of a mix of studio units, 30-40 one-bedroom units, 10-15 two-bedroom units, and 15-20 three-bedroom units.

The existing site is a former police station, where the redevelopment of the city-owned property will be for residential/commercial mixed use. The project will include multiple areas that can be enjoyed by residents, guests and pedestrians including lush landscaping, a terraced garden and walkway, other garden areas, children's play area, and outdoor decks and seating areas. Retail space along the west edge will welcome commuters and visitors and commercial spaces along Winslow Way E, which are set back from the street to provide a pedestrian friendly experience.

We see this as a great opportunity to provide much needed affordable family housing to the area where the average home price is \$885,000 (up 15% from 2023). We also see this site as a wonderful opportunity to provide a beautiful building that will stand as a beacon of Bainbridge Island's commitment to an island that is for everyone. Given the proximity of the property to the ferry terminal, it will serve as a prominent landmark and gateway to beautiful downtown Winslow and its many small businesses.

Sincerely,

A handwritten signature in black ink, reading "Sharon H. Lee", is positioned above the typed name and title.

Sharon H. Lee, Executive Director
Low Income Housing Institute
1253 S. Jackson St. Suite A
Seattle, WA 98144
sharonl@lihi.org

4/10/2025
Date



City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Approve 2025 Workplan for the Climate Change Advisory Committee,

SUMMARY: At the April 15, 2025, City Council Study Session, representatives from the Climate Change Advisory Committee (CCAC) presented an update on 2024 committee work and the 2025 workplan. Council forwarded the workplan to a future business meeting for approval.

The CCAC serves to make recommendations to the City Council on actions to develop plans, policy and project issues related to implementation of the City's Climate Action Plan. The CCAC works closely with the Climate and Sustainability Manager on developing a work plan for the year. A link to the administrative duties of the CCAC can be found here:

<https://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland02/BainbridgeIsland0237.html#2.37>

Staff concurs with the work plan as presented.

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

RECOMMENDED MOTION:

Approve the 2025 Workplan for the Climate Change Advisory Committee.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[2024 Committee Work and 2025 Workplan.docx](#)

Climate Change Advisory Committee

Annual Report and Workplan for 2025

2024 Activities

Energy Transitions Initiative Partnership Project (ETIPP)

The CCAC supported the completion of the final report and developed recommendations on implementing the report's findings. The ETIPP report provided recommendations on how we can become 100% carbon free by 2040 (a Climate Action Plan goal) and increase our resilience to climate change.

Community Heat Pump Installation Program

The CCAC worked closely with City staff on the development and promotion of the program. This program addresses priorities related to reduction of greenhouse gas emissions in the CAP

EV Charging Infrastructure Code

At the Councils request, the CCAC developed recommendations on an EV charging code for commercial (non-residential) and multifamily properties. This required extensive data gathering, community outreach, and working with City staff.

Zero Emissions Landscaping Ordinance

At the Councils request, the CCAC worked with the Race Equity Advisory Committee (REAC) to develop recommendations on an ordinance to transition to zero emissions landscaping tools. This required extensive data gathering and coordination with REAC and City staff.

Electrification Expo

Several CCAC members helped coordinate the Electrification Expo attended by over 400 people in September. The purpose of the Expo was to provide information that inspires participants to take individual and collective action to reduce their home energy use and to advocate for changes on the local, state, and federal level.

Intercounty Climate Partnership

CCAC members coordinated with several other small city local climate groups (Edmonds, Shoreline, Lake Forest and Kenmore) to discuss matters concerning their Climate Action Plans. The group has met twice, and we are hoping to bring in City staff and Council members.

2025 Workplan Priorities

GHG Inventory

Provide support as needed on the 2023 GHG emissions inventory showing progress towards the emissions reduction goal set in the Climate Action Plan.

Kicking Gas Heat Pump Pilot Program

Work with staff to summarize findings from the pilot program and draft next steps to advance action 3.A.2.b in the Climate Action Plan to identify and apply for grants and subsidies for energy efficiency improvements for low-income residents to address equity concerns.

E-Bike Voucher Program

Support outreach for this new incentive program aimed at providing vouchers to income eligible residents for the purchase of electric bikes that will advance action 4.A.1.g in the Climate Action Plan calling for policies to support usage of electric bikes (e.g. invest in public charging infrastructure, and work with community organizations like Helpline House to provide subsidies for low-income residents).

ETIPP Technical Assistance Reports

Continue to provide support for next steps towards implementation of pathways and planning for costs to achieve 100% renewable electricity on the island and opportunities to increase the resilience of the electric systems on the island.

Climate Lens & Framework

Support piloting the climate tool that applies a climate framework to outreach and decision making that advance actions 5.A.1.b, 6.A.1.c, and 7.D.1.a of the Climate Action Plan that calls for climate-informed decision making.

Climate Action Plan (CAP) Update

Convene multiple engagement events with the public to solicit feedback in preparation for the update of the Climate Action Plan called for in action 9.C.1.b.

Comprehensive Plan and Winslow Subarea Plan Support

Review and provide Committee feedback on draft plans, as requested by the Council and staff.



City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Execute a Professional Services Agreement for Farm Management with Justin Domingus for \$60,000 for a 12-Month Period,

SUMMARY: City staff recommend entering into a professional services agreement with Justin Domingus for the management of farmers and farming infrastructure on City-owned public farmland. The term of the agreement is one year at a cost of up to \$60,000.

The city owns 60 acres of public farmland, 20 of which are leased to farmers through 10 separate long-term agreements. In order to provide coordination, communication, management, and maintenance, the city has sought the services of a farm manager.

Pursuant to the scope of work, the Farm Manager shall be responsible for overall coordination, communication, and management of city-owned lands used primarily for agricultural production, currently comprised of 10 leases encumbering 21 acres. The Farm Manager's scope of work will include:

- coordinate shared resources and resolve any disputes that may arise between leasehold farmers
- work with the City to identify, prioritize, and implement repair, maintenance and capital projects as needed
- serve as point of contact with the city for all farmers
- document existing conditions and build document library
- promote the products of the farmers
- recruit and select leasehold farmers in substantial alignment with prior practice
- ensure compliance with lease terms and conditions.

The proposed Farm Manager comes from an agricultural background and has previously worked under local farmer Brian Stahl. He is a live in caretaker at Seabold Farms, a former Peace Corps volunteer in the area of agriculture and beekeeping, and has previously served as a board member for Friends of the Farms.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

Authorize the City Manager to execute a Professional Services Agreement for Farm Management with Justin Domingus for \$60,000 for a 12-month period in substantially the form attached.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$60,000
----------------	----------

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

ATTACHMENTS:

[domingus-signed_Redacted.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 Justin Domingus, an independent consultant.

WHEREAS, the City needs professional services in connection with management of farmers and farming infrastructure on City-owned public farmland; 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 May 1, 2025 and continue until April 30, 2026, 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 sixty thousand dollars (\$60,000). The hourly rate shall be \$60.00 per hour.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, 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: Justin Domingus
 15117 Komedal Rd NE
 Bainbridge Island, WA 98110

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.

JUSTIN DOMINGUS

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: Justin Domingus

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # [REDACTED]

City Bus. Lic. # _____

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.
2. Umbrella Liability insurance to cover bodily injury and property damage to others in the amount of \$1,000,000.
3. Health Insurance Health Insurance to cover the consultant for work related accident and injury
4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington for any hired employee.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Combined Automobile and Umbrella Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.

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

SCOPE OF WORK: MANAGEMENT AND LEASING

FARM MANAGER RESPONSIBILITIES: The Farm Manager shall be responsible for overall coordination, communication, and management, of city owned lands used primarily for agricultural production. This is currently comprised of 10 leases encumbering 21 acres. The Farm Manager's scope of work will include:

- a. Coordinate shared resources and resolve any disputes that may arise between the leasehold farmers.
- b. Work with the City to identify, prioritize, and implement repair, maintenance and capital projects, as needed (for example, irrigation systems, fencing, roads).
- c. Serve as point of contact with the City of Bainbridge Island for all farmers.
- d. Document existing conditions and build document library.
- e. Promote the products of the farmers.
- f. Recruit and select leasehold Farmers, in substantial alignment with prior practice.
- g. Ensure compliance with lease terms and conditions.

Task a: Coordinate shared resources for the leasehold Farmers including common resources such as roads, water, and fences. Resolve any disputes that may arise between the leasehold farmers. Hold two farm site committee meetings each year.

Task b: Identify routine maintenance to irrigation system, fencing and shared farm infrastructure. Notify the City of maintenance needs. Serve as single point of contact between Farmers and City staff regarding requested repair and maintenance. The consultant will provide hands on light maintenance, or coordinate with the city's Public Works Operations and Maintenance Division to complete complex maintenance activities.

Task c: The consultant will serve as the single point of contact between Farmers and City staff. Reports with regard to farmer activities will be regularly provided to the city's Executive Department.

Task d: Maintain records of farm activities, collect and store historical documents related to city farm lands.

Task e: In cooperation with the Farmers explore opportunities for joint marketing of city farm products and product promotion. Seek out and cooperate with city wide marketing and promotion partners such as Discover Bainbridge Island, Chamber of Commerce, and Bainbridge Island Downtown Association.

Task f: Prepare leases for the City of Bainbridge Island and potential new leasehold farmers, if needed

Task g: Monitor overall management for city farm lands. Monitor performance of Farmers and recommend corrective action, as needed.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:15 PM) Present the Groundwater Management Plan First Draft Review Process and Options for Peer Review Services - Public Works,

SUMMARY: City staff will provide the first draft Groundwater Management Plan and outline a schedule for public engagement and plan adoption. Additionally, staff will present options for a peer review of the final draft, along with related additional costs. An analysis of the Groundwater Management Plan will not be presented at this meeting. This is to transmit the first draft of the document.

AGENDA CATEGORY: Presentation

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Receive for referral and review the first draft of the Groundwater Management Plan and its public review schedule and provide direction with regard to Peer Review Services and budget allocation.

COMMUNITY ENGAGEMENT AND OUTREACH:

Community engagement on the final draft GWMP is planned for early summer.

FISCAL IMPACT:

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

BACKGROUND: Bainbridge Island residents, workers and visitors rely on groundwater for all water supply needs, from drinking water and dishwashers to toilets and garden watering. Groundwater also plays a vital role in supporting healthy streams and wetlands.

In 2022, the City began development of a Groundwater Management Plan (GWMP) that takes an Island wide approach to managing groundwater resources and serves as a document that can be adapted as needs change. The plan will include a summary of what we know about the Island's geology; groundwater systems; streams, lakes, and wetlands; climate and climate change projections; land use; and population projections.

In 2023 the City hired a consulting firm, EA Engineering, to continue the development of the Groundwater Management Plan. EA has been working with City staff and the Groundwater Management Sub-Committee (made up of members of the Utility Advisory Committee, the Environmental Technical Advisory Committee, and Climate Change Action Committee) to advance work on the plan.

As part of this agenda item, City staff will briefly introduce the first draft GWMP, and outline a schedule for public

engagement and plan adoption.

The plan can be viewed by going to: www.bainbridgewa.gov/1320

Next steps in the schedule include the following:

- Late April/early May – First draft review meetings with GWMP Sub-committee and Technical Advisory Committee (TAC)
- Late May – Present second draft to City Council and begin peer review
- Early June – Public Engagement on second draft / Open House
- Early July - Receive peer review
- Late July – Present peer review findings and final GWMP to City Council and tentatively adopt the final plan
- August - City Council adoption of final plan

City staff have identified several potential options for peer review services. Those options include the following:

- Kevin Hansen, Thurston County Hydrogeologist
- Karen Burow, hydrogeologist (as recommended by the Suquamish Tribe)
- Anchor QEA, Environmental Science and Engineering Firm

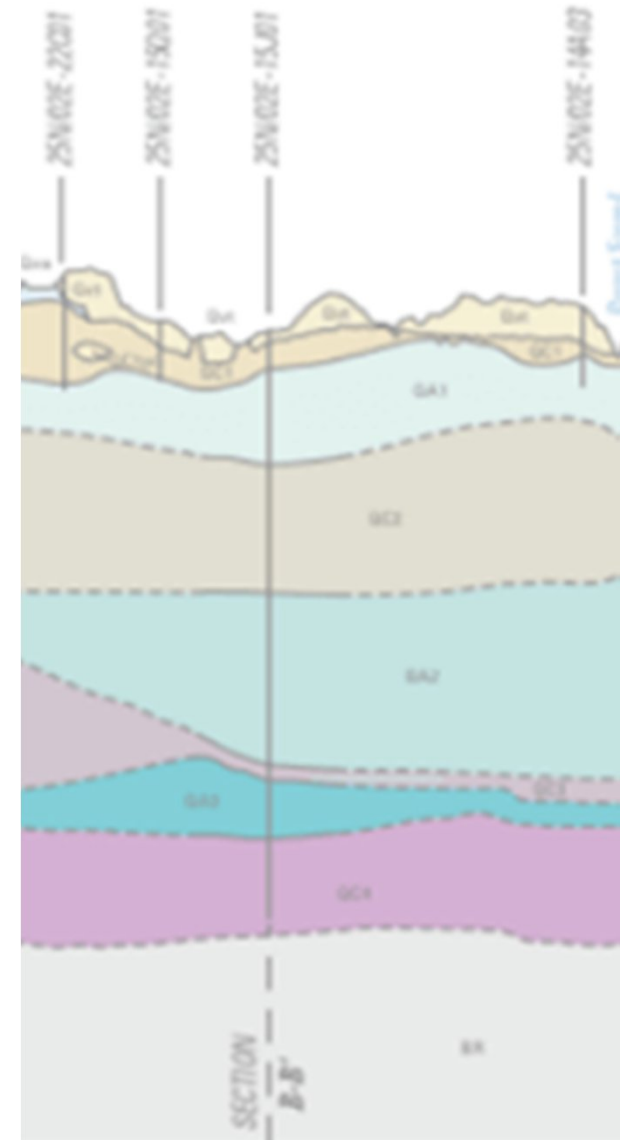
Other options may be available for discussion at the time of the presentation.

ATTACHMENTS:

[GWMP City Council Update 041625.pptx](#)

Groundwater Management Plan (GWMP) First Draft

April 22, 2025



Agenda

1. Brief background
2. Review process / public engagement schedule
3. Peer review options
4. City Council discussion

Background - Elements of the GWMP

1. Documents existing groundwater conditions
2. Models future stresses/impacts on groundwater
3. Recommends strategies to mitigate impacts on groundwater

Next Steps:

1. Public Engagement / Adoption
2. Strategy implementation
3. Regular updates (every 6-years)

Review Process / Public Engagement Schedule

- First Draft – A rough first cut of the plan with opportunities for input from review committees
 - Available via *Engage Bainbridge* website
- Second Draft – A refined document ready for formal public engagement (open house and in-depth *Engage Bainbridge* website)
- Final – Complete for tentative and final adoption by the City Council

Review Process / Public Engagement Schedule

	April				May			June			July			Aug
Present First Draft & Process Council	★													
Review with committees														
Receive comments from committees														
Present Second Draft to Council/ Start peer review				★										
Formal comment period (Engage Bainbridge)														
Host public outreach meeting (June 9)														
Close formal public comment period														
Receive peer review														
Present peer review to Council; Tentative adoption of Final Plan														
City Council adoption of Final Plan													★	

Peer Review Options

Staff *solicited* interested from:

- University of Washington
- Washington State University
- Western Washington University
- United States Geological Survey
- Thurston County
- West coast Hydrogeologists (as recommended by the Suquamish Tribe)
- Engineering/Environmental firms through a broad Request for Qualifications

Peer Review Options

Staff received interested from:

- University of Washington
- Washington State University
- Western Washington University
- United States Geological Survey
- Thurston County hydrogeologist
- Karen Burow, hydrogeologist (as recommended by Suquamish Tribe)
- Anchor QEA (environmental services firm)

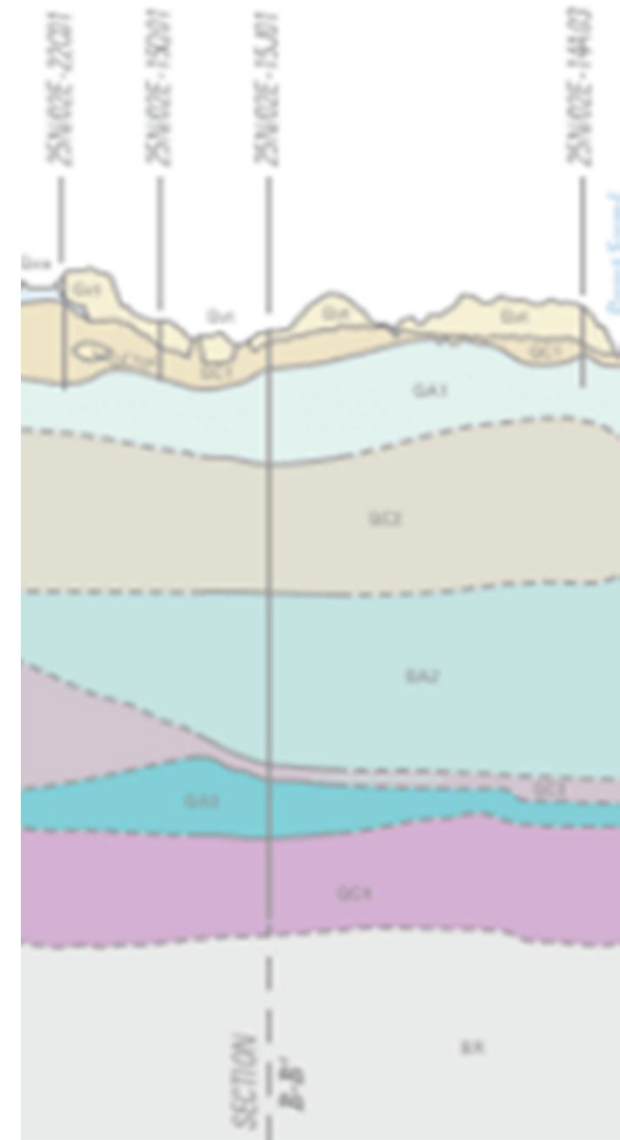
Peer Review Costs

- Costs include peer review services & EA Engineering review and updates to the Final plan
- Proposed budget amendment of \$25K (City Council Contingency)
 - Split funding between General and Utilities
 - 33% General Fund (\$8,250)
 - 33% Water Utility Fund
 - 33% Storm and Surface Water Fund

Groundwater Management Plan (GWMP) Update –

April 22, 2025

Discussion





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:35 PM) Review the Development Agreement between the City of Bainbridge Island and the Low Income Housing Institute (LIHI) for the Development of 625 Winslow Way - Executive,

SUMMARY: The City Council has selected Low Income Housing Institute (LIHI) to develop, construct, operate, and maintain an affordable housing project (the "Project") on City-owned land at 625 Winslow Way East (the "Land"). The City and LIHI signed a Term Sheet on September 13, 2024, summarizing the agreed-upon terms of the transaction. The Term Sheet provides that the City will lease the Land to LIHI once all project funding is secured and that LIHI will thereafter construct, operate, and maintain the Project with units that are affordable to households with average incomes at or below sixty percent (60%) of Kitsap County Median Income. The Term Sheet provides for LIHI and the City to enter into a Development Agreement by June 30, 2025, and for the parties to enter into a Ground Lease and Regulatory Agreement after funding is secured. LIHI has up to three years to secure all necessary funding.

The City Council is requested to conduct an initial review the Development Agreement at the April 22, 2025, meeting and to forward the Development Agreement to the May 13 meeting for adoption.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to bring the Low Income Housing Institute (LIHI) Development Agreement to a future Business Meeting for consideration of approval.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: After completing a Request for Qualifications process, the City Council selected Low Income Housing Institute (LIHI) to develop, construct, operate, and maintain an affordable housing project (the "Project") on City-owned land at 625 Winslow Way East (the "Land"). On September 13, 2024, the City and LIHI signed a Term Sheet summarizing the agreed-upon terms of the transaction. The Term Sheet called for the parties to enter into two subsequent agreements: (1) a Development Agreement, which is to be entered into by June 30, 2025, under which the parties will operate until financing is secured for the Project, and (2) a Ground Lease and Regulatory Agreement, which is to be entered into once financing is secured, under which LIHI will construct, operate, and maintain the Project with approximately 90 units of housing affordable to households with an average income of

sixty percent (60%) of Kitsap County Area Median Income.

Since the Term Sheet was entered into, the City and LIHI have been working together to reach agreement on the Development Agreement and the Ground Lease (which is an attachment to the Development Agreement). The draft Development Agreement, the Ground Lease, and most of the exhibits to those documents are included in the packet for Council review. The highlights of the Development Agreement are as follows:

1. The Development Agreement provides a general description of the Project, which will include approximately 90 affordable housing units, a ground floor community, recreational, or commercial space of approximately 3200 square feet, and amenities such as parking, plaza(s), and utilities.
2. LIHI will prepare a Master Development Plan that includes a site plan, building elevations, any required deviations from floor area ratio and parking standards, and a financing plan. A table of potential funding sources and amounts is included in Subsection 3.B.viii of the Development Agreement. The Master Development Plan is to be presented to the Council for review within three months from the time the Development Agreement is signed.
3. A Communications Plan will be prepared for City Council approval to ensure that the public is kept informed about the Project and its progress. LIHI is still working on the Communication Plan, but it will be available when the Development Agreement is presented to the Council for adoption.
4. The City and LIHI will cooperate in seeking funding for the Project. The City is committed to investing \$3,000,000 in the Project.
5. All financing must be secured within three years after the Development Agreement is signed unless the City agrees to an extension. The three-year time period allows for the possibility that two funding cycles of the Washington State Housing Finance Commission may be required to secure sufficient funding. If funding is not secured within three years and no extension is granted, the Development Agreement will terminate.
6. After all necessary funding is secured, the City and LIHI will enter into a Ground Lease and Regulatory Agreement under which the City will retain ownership of the Land, and LIHI will lease the Land, construct the Project, and operate the Project as affordable housing. The term of the Ground Lease and Regulatory Agreement will be at least 75 years, and it may be 99 years if that is a requirement of the Project funding.
7. LIHI can seek reimbursement of up to \$1,000,000 in predevelopment costs for surveys, utility capacity reports, architectural services, traffic studies, etc. All reimbursements will count against and be deducted from the City's \$3,000,000 investment.
8. A tentative Project schedule is attached to the Development Agreement.

The Ground Lease and Regulatory Agreement is to be attached to the Development Agreement. It is understood that some of the terms of the Ground Lease and Regulatory Agreement may need to be modified to meet the needs of funding agencies and tax credit investors.

Approval of the Development Agreement will allow the Project to keep moving forward and for LIHI to begin the design and funding processes.

ATTACHMENTS:

[Development Agreement for Affordable Housing Project 4-18-25 Rev3.docx](#)
[Attachment E - Ground Lease and Regulatory Agreement with LIHI.docx](#)
[625 Winslow Way.pptx](#)

DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING PROJECT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the effective date set forth below by the **CITY OF BAINBRIDGE ISLAND**, a Washington municipal corporation (the “City”), and **LOW INCOME HOUSING INSTITUTE (LIHI)**, a Washington nonprofit corporation (the “Developer”), for the purpose of developing and operating an affordable housing project on properties located at 625 Winslow Way East and 180 Olympic Drive SE.

RECITALS

A. The City is a Washington municipal corporation with the authority to provide affordable housing for low-income individuals and families.

B. The Bainbridge Island City Council has identified affordable housing as a City priority and is committed to expanding the supply of housing on the Island that serves lower income households, particularly families with children, employees of Bainbridge Island businesses and public agencies, and seniors who might otherwise be displaced from the community.

C. The City is the owner of two adjacent parcels of real property located at 625 Winslow Way East and 180 Olympic Drive in the City of Bainbridge Island. The parcel at 625 Winslow Way East is vacant land. The parcel at 180 Olympic Drive SE is developed with a small office building that is currently occupied under a lease that will expire September 30, 2025. The parcels are legally described on Attachment A to this Agreement. Collectively, the parcels are referred to herein as the “Land.”

D. The Land has been identified by the City as an ideal location for a significant supply of affordable rental housing greatly needed in the community, and the City desires to have the Land developed and operated as an affordable housing project (the “Project”).

E. On April 22, 2024, the City issued a Request for Qualifications from established affordable housing developers capable of developing and operating an approximately 100-unit mixed use development with affordable housing units above and a ground floor commercial or other non-residential use component, using a combination of tax-exempt bond financing and the Federal 4% Low Income Housing Tax Credit program. In response, the City received six Statements of Qualification from interested developers and operators.

F. Based on the City’s review of the Statements of Qualification, the City selected the Developer as its preferred affordable housing developer. The Developer is experienced in the development and operation of affordable multifamily rental units in Washington state and with Federal and state laws and procedures for the financing of such projects, including but not limited to, tax-exempt bond financing, Federal tax credit financing, and county, city, and state housing trust funds.

G. The Developer and the City executed a nonbinding term sheet on December 13, 2024, setting forth the parties’ expectations concerning the construction and operation of the Project and providing a framework for further binding agreements, including a development agreement (this Agreement) and a long-term ground lease and regulatory agreement (the “Ground Lease and Regulatory Agreement”).

H. The City and the Developer now desire to set forth their binding agreements for development and operation of the Project on the Land.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the City and the Developer agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to expand the supply of affordable housing in the City of Bainbridge Island by providing for the development of the Land for multifamily housing units affordable to low-income households. The Developer is an experienced developer and operator of affordable housing projects whose mission is to provide low-income housing. The City and the Developer agree that the Land is a suitable location for an affordable housing project, and that the timely construction and operation of an affordable housing project on the Land will provide significant public benefits for the low-income households of the City and the Puget Sound Region. As more fully set forth in this Agreement, the Developer will undertake the development, construction and operation of the Project described below and this Agreement sets forth the terms and conditions under which the Developer will do so.

2. **Land and Project Defined.** Subject to the terms and conditions of this Agreement, the Developer agrees to develop, construct and operate the Project on the Land legally described on Attachment A and depicted on the plan attached as Attachment B. The Project shall consist of:

A. **Number of Residential Units - Affordability.** The Project shall contain approximately 90 multifamily dwelling units serving a mix of housing sizes, ages, and income levels based on need in the community, as demonstrated by the Developer to the satisfaction of the City. All dwelling units will be affordable to households with incomes at or below eighty percent (80%) of the area median income (“AMI”) for Kitsap County, Washington, at the time of qualification to occupy the Project, provided that the average household income of all resident households will not exceed sixty percent (60%) of Kitsap County AMI. The intent of the preceding sentence is to allow for the inclusion of some units affordable to households with incomes of up to eighty percent (80%) of Kitsap County AMI when offset by units affordable to households at lower income levels, in compliance with income averaging provisions under Low Income Housing Tax Credit Guidelines established by the U.S. Department of Housing and Urban Development (“HUD”), and administered by the Washington State Housing Finance Commission; and

B. **Unit Mix.** The dwelling units shall consist of a mix of studio, one-bedroom, two-bedroom, three-bedroom and live-work units, as agreed to by the Developer and the City. The unit mix proposed at the Effective Date (defined below) is 22 studio, 33 one-bedroom, 13 two-bedroom, 18 three-bedroom, and 4 live-work units; and

C. **Nonresidential Space.** A ground floor community, commercial or other nonresidential space of approximately 3,200 square feet shall be provided, if agreed to by the City and the Developer through the Master Development Plan process described in Section 3 below; and

D. **Amenities.** Approximately 108 underground parking stalls (90 dedicated residential stalls and 18 stalls reserved for guests and community, commercial, or other nonresidential uses), plazas, utilities, and other site amenities, as required by the Bainbridge Island Municipal Code and the City’s design review process, or as otherwise agreed to by the City and the Developer through the Master Development Plan, shall be provided.

3. **Master Development Plan.**

A. **Submittal.** The Developer will design the Project and submit a Master Development Plan for approval by the City within three (3) months from the Effective Date, provided, that if the Developer anticipates that this deadline cannot be met due to circumstances beyond the control of the

Developer, the Developer may request an extension from the Bainbridge Island City Manager. Such an extension will be by mutual agreement of both parties, which shall not be unreasonably withheld.

B. Contents. The Master Development Plan shall include, at a minimum, the following elements:

i. A site plan showing the layout of the Project, including the locations of building(s), plaza(s), parking areas, driveways, landscaped areas, and other site amenities, as generally shown on Attachment C to this Agreement; and

ii. Conceptual building elevations and floor plans showing an approximate building height of 45 feet to the flat roof and 49 feet to the top of any parapet and a floor area ratio (FAR) of approximately 2.46; and

iii. A description of the final total number of dwelling units to be built, and a final breakdown of the total number of dwelling units by type of unit, number of bedrooms, square footage, and affordability; and

iv. The design for parking facilities to be developed on site as part of the Project; and

v. The proposed location and square footage of the community, commercial or nonresidential space and a description of its uses; and

vi. Any deviations from, variances from, or amendments to the City's land use regulations that will be required to complete the Master Development Plan. The Project will be designed to meet all the City's land use regulations, except as provided in this subsection. As of the Effective Date specified in Section 6 below, the City and the Developer anticipate that deviations, variances, or code amendments may be required for the height of the parapets, the maximum FAR, and the minimum parking requirements. The Developer may propose dedicated car share as an incentive to reduce required parking; and

vii. A financing plan, including a description of proposed sources and funding processes necessary to realize the Master Development Plan, the planned timeline for securing such financing, and the Developer's plans for doing so. As of the Effective Date specified in Section 6 below, the Developer has estimated the total development cost of the Project to be \$49,110,000, with a total estimated cost for the residential component of \$44,760,000 and a total cost of the community, commercial, or nonresidential component of \$4,350,000. As of the Effective Date, financing is anticipated to come from the following sources:

Residential Source Name	Residential Source Type	Proposed Amount
City of Bainbridge Island	City	\$ 3,000,000
Washington State	State – Other	\$11,100,000
Kitsap County	County	\$ 760,000
Permanent Debt	Bank	\$ 8,500,000
Investor & WSHFC	Tax Credits – 4%	\$18,900,000
Deferred Developer Fee	Other	\$ 2,500,000
	Subtotal	\$44,760,000

Non-Residential Source Name	Non-Residential Source Type	Proposed Amount
Private Loan	Private	\$ 4,350,000
	TOTAL Sources	\$49,110,000

The final financing plan will refine these numbers based on refinements in the Project scope agreed to by the City and the Developer, and the terms of each funding source; and

viii. A design program and specifications for the dwelling units and the community, commercial, or nonresidential space.

C. Flexibility. The parties anticipate that the Project will be designed to meet all of the parameters specified in Section 3.B above but agree to be flexible as to the design as long as the objectives of the Project to provide housing units that are affordable to households described above and that maximize the ability to obtain financing according to the financing plan are met. The City agrees to work with the Developer in good faith to achieve any necessary deviations, variances, and code amendments required to construct the Project, provided that the City cannot guarantee the outcome of any required deviation, variance, or code amendment process.

D. Process for Approval. The Developer shall submit the Master Development Plan to the City for review and approval by the Bainbridge Island City Council. The Council shall provide for public engagement prior to such approval. The Developer shall be required to attend at least one public hearing, public open house, or other public engagement opportunity as determined by the City and shall make a presentation concerning the Project at the public hearing, open house, or other engagement opportunity. The Bainbridge Island City Council shall approve, approve with conditions, or deny approval of the Master Development Plan within thirty (30) days from the date of submittal by the Developer. The approval process described in this subsection shall be in addition to any processes associated with obtaining land use approvals and construction permits for the Project from the City and shall not be a guarantee that the Developer can obtain such approvals and permits.

4. Communications Plan. The City and the Developer each agree to perform their obligations under the communications plan (the “Communications Plan”) attached as Attachment D to keep the public informed about the Project and its progress.

5. Financing. The City and the Developer agree to cooperate in seeking funding for the Project from the State of Washington and other public and private sources as provided in the approved Master Development Plan. The City agrees to contribute the land described on Attachment A to the Project by entering into the Ground Lease and Regulatory Agreement described in Section 7 below. The City also agrees to invest the sum of \$3,000,000 in the Project to achieve the objectives of the approved Master Development Plan, contingent upon execution of the Ground Lease and Regulatory Agreement and upon the Developer’s demonstration to the City’s satisfaction that the Developer has secured the necessary financing for the remainder of the Project costs. Upon approval of the Master Development Plan according to the process set forth in Section 3, the Developer is authorized to apply for and secure financing from the sources specified in the financing plan. The City agrees to sign any necessary documents to facilitate receipt of funds for the Project, provided, that the terms of such documents are acceptable to the City, which acceptance shall not be unreasonably withheld. The Developer may, with the approval of the City, pledge its leasehold interest in the Land as security for financing development of the Project, but there shall be no encumbrance of the City’s fee interest in the Land, provided, that the City may be required to execute certain covenants required by the financing, which will be subject to the City’s acceptance. The Developer shall submit evidence that all Project financing has been secured prior to expiration or termination of this Agreement as provided in Section 6 below, subject to any extension provided for in said section.

6. Term of Development Agreement – Expiration or Extension. This Agreement shall become effective upon signature by both parties (the “Effective Date”). This Agreement shall automatically terminate and expire three (3) years from the Effective Date unless an extension is mutually agreed to by the City and the Developer. If the availability of financing for the Project is the sole cause of delay beyond the automatic termination and expiration date, this Agreement will be extended by mutual agreement until the completion of the next funding cycle for any agency from which funding has been sought and funding has been denied, provided, that such extension shall be for no more than one (1) year unless otherwise agreed to by the City and the Developer. This Agreement shall also terminate as provided in Section 9 below.

7. City to Retain Ownership – Ground Lease and Regulatory Agreement. Upon the Developer demonstrating to the satisfaction of the City that all necessary financing for development of the Project has been secured, the City and the Developer will enter into a long-term Ground Lease and Regulatory Agreement under which the City will retain fee ownership of the Land at all times, the Developer will lease the Land from the City and will develop, construct, operate, and maintain the Project on the Land for the term of the Ground Lease and Regulatory Agreement, which shall be no less than seventy-five (75) years and which shall be for up to ninety-nine (99) years if so required by funders of the Project. The form of the Ground Lease and Regulatory Agreement is attached to this Agreement as Attachment E and incorporated herein by this reference as if set forth in full, provided that the final terms and conditions of the Ground Lease and Regulatory Agreement will be subject to review and approval of the funders of the Project, and, if changes are required, subject to the review and approval of the Developer and the City, which shall not be unreasonably withheld. The Ground Lease and Regulatory Agreement will be signed upon closing of the necessary financing. The Ground Lease and Regulatory Agreement shall be recorded at the expense of the Developer. Upon recording of the Ground Lease and the closing of all development financing, this Agreement will be superseded by the Ground Lease and Regulatory Agreement, which shall thereafter control the actions of the Developer and the City regarding development, construction, and operation of the Project.

8. Costs. Except as provided in this section and Section 26 below, each party agrees to bear its own attorney’s fees and costs associated with the obligations provided in this Agreement. The Developer may submit requests to the City for reimbursement of predevelopment expenses incurred by the Developer during the term of this Agreement, provided, that the total reimbursement made to the Developer during the term of this Agreement shall not exceed \$1,000,000.00 and shall be deducted from the \$3,000,000.00 to be contributed by the City under Section 3.B.vii above. Predevelopment expenses that are eligible for reimbursement include environmental reports, surveys, and such other reports as may be needed for development of the Project, as listed and described in the Predevelopment Project Budget attached to this Agreement as Attachment F and incorporated herein by this reference as if set forth in full. Copies of all reports and materials for which reimbursement is sought shall be provided to the City and any agreements entered into by the Developer for the production of such reports and materials shall provide the City the same rights to use the same as are provided to the Developer. The Developer may also reimburse itself for any costs incurred in complying with this Agreement from the proceeds of the financing secured for the Project, provided that such reimbursement is consistent with any terms and conditions of such financing.

9. Termination of this Agreement. This Agreement may be terminated as follows:

A. Expiration. This Agreement shall automatically terminate and expire three (3) years from the Effective Date, as provided in Section 6 above, unless extended by mutual agreement of the Developer and the City.

B. By Developer for Default or Breach. Subject to the provisions of Section 20 below, the Developer may terminate this Agreement on thirty (30) days' advance written notice for any default in the performance of any material obligation of the City or any material breach of this Agreement by the City, provided, that no default or breach shall be deemed to have occurred if the default or breach is cured by the City within the thirty (30) day notice period or, if the breach or default cannot reasonably be cured within thirty (30) days, the cure is commenced within the third (30) days and is completed within a reasonable time after commencement.

C. By City for Default, Breach, or Insolvency. The City may terminate this Agreement in the event of the following:

i. Subject to the provisions of Section 20 below, the City may terminate this Agreement on sixty (60) days' advance written notice for any default in the performance of any material obligation of the Developer or any material breach of this Agreement by the Developer, provided, that no default or breach shall be deemed to have occurred if the default or breach is cured by the Developer within the sixty (60) day notice period or, if the breach or default cannot reasonably be cured within sixty (60) days, if the cure is commenced within the sixty (60) days and is completed within a reasonable time after commencement.

ii. The City may terminate this Agreement in the event of the Developer's insolvency or bankruptcy (whether voluntary or involuntary), or appointment of a receiver, assignee or other liquidating officer for the Developer's business or operation, or any assignment for the benefit of creditors; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an event of default only if such proceeding is not dismissed or vacated within ninety (90) days after its institution or commencement.

10. Schedule of Performance. A Schedule of Performance is attached as Attachment G to this Agreement. The City and the Developer agree that the Schedule of Performance represents the parties' best estimates of the time and steps necessary to complete design, financing, development, and construction of the Project and occupancy of the Project by eligible households meeting the income requirements described in Section 2 above. The Schedule of Performance may be amended from time-to-time by the City Manager of the City and the Executive Director of the Developer, except as otherwise provided in this Agreement.

11. Indemnity and Access. The Developer may access the Land for purposes of obtaining environmental reports, surveys, and other reports as may be needed for the development of the Project. The Developer 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 Developer in its access of the Land. This indemnification obligation shall survive expiration or termination of this Agreement.

12. Insurance. Prior to the Developer accessing the Land, the Developer shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of commercial general liability insurance policies in the amount of at least \$2,000,000 combined single limits naming the City as an additional insured. Said policies shall not be subject to cancellation, reduction in coverage, or non-renewal without notification to the City at least thirty (30) days prior to the effective date of the termination, cancellation, reduction, or renewal.

13. Federal Funding. The Developer hereby informs the City that Developer may utilize federal funds to finance the Project. Because federal funds may be used the Developer may be subject to the Uniform Relocation and Real Property Acquisition Policies Act (the “Uniform Act”), as well as certain regulations promulgated by HUD. If the Uniform Act applies, the Developer and the City agree as follows:

A. The ground lease of the Land from the City to the Developer is voluntary. The City solicited qualifications from established affordable housing developers to develop an affordable housing project on the Land under a ground lease, and the City voluntarily chose the Developer as the most qualified entity to do so. The City understands that if the City did not wish to ground lease the Land to the Developer, the Developer does not have the power to acquire any interest in the Land by condemnation or eminent domain and that Developer would not have been able to acquire a leasehold interest in the Land if the City had not voluntarily selected the Developer to construct the Project or if negotiations had failed to result in amicable agreement between the Developer and the City.

B. The use of federal funds for the development of the Project could result in the application of the Uniform Act to the acquisition of a leasehold estate in the Land.

C. The City acknowledges and agrees that Developer and/or Developer’s lender(s) may be required to complete a federal environmental review of the Land pursuant to HUD regulations at 24 CFR Part 58 (the “Environmental Review”). The City agrees to cooperate with Developer and/or Developer’s lender(s) in the completion of the Environmental Review. Notwithstanding any other provision of this Agreement, Developer shall have no obligation to acquire a leasehold interest in the Land, and no transfer of a leasehold interest to Developer may occur, unless and until Developer and/or Developer’s lender(s) has provided Developer and/or the City with a written notification that (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Agreement, (a) the acquisition of the leasehold interest may proceed, or (b) the acquisition of the leasehold interest may proceed only if certain conditions to address issued in the environmental review shall be satisfied before or after the acquisition of the leasehold interest in the Land; or (2) it has determined that the acquisition of the leasehold interest is exempt from the federal environmental review and a request for release of funds is not required. Developer and/or Developer’s lender(s) shall use its best efforts to conclude the environmental review of the Land expeditiously.

D. As of the Effective Date, that portion of the Land known as 625 Winslow Way East is vacant and there is no tenant on that portion of the Land. Also as of the Effective Date, that portion of the Land known as 180 Olympic Drive NE is occupied by a tenant whose lease expires on September 30, 2025. The City has agreed to pay the current tenant’s relocation expenses pursuant to Chapter 8.26 RCW. The City intends to demolish the building at 180 Olympic Drive NE once the tenant vacates and the City does not intend to lease any portion of the Land to another tenant thereafter. If the Developer utilizes federal funds to finance the Project, and if the City has leased any portion of the Land to a tenant that results in the Developer being required to comply with the Uniform Act as to such tenant, the City agrees to cooperate with the Developer in complying with the Uniform Act.

14. Assignment. The Developer may assign its rights and obligations under this Agreement to a single-purpose entity created by the Developer for the purpose of developing, constructing, and operating the Project or any portion thereof and in which the Developer has a controlling interest. No other assignment may be made by the Developer without the express written consent of the City.

15. Liens. The Developer agrees not to permit any liens to attach to the Land during the term of this Agreement and agrees to indemnify and hold the City harmless from any such liens.

16. **Remedies.** All remedies and rights accorded herein, or otherwise available to the City or the Developer shall be cumulative, and no one such remedy or right shall be exclusive of any other, and the pursuit of any such remedy or rights shall not be deemed to waive any other or different remedy or relief to which the City might otherwise be entitled, either at law or in equity.

17. **Notices.** Any notice required to be given under this Development Agreement to either of the parties hereto shall be in writing and shall be delivered personally or send by United States Mail certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

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

Developer:

Low Income Housing Institute
1253 South Jackson St, Suite A
Seattle, WA 98144-3075
Attention: Executive Director

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.

18. **Entire Agreement - Amendment.** The Agreement, together with attachments or addenda thereto, 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.

19. **Compliance with Laws.** The Developer and the City shall comply with all applicable state, federal, and local laws and ordinances in the development, construction, and operation of the Project.

20. **Force Majeure.** In no event shall the City or the Developer be deemed to be in default or to have breached this Agreement by reason of any failure or delay in performing its obligations, if and to the extent such failure or delay is caused by any circumstances beyond the City's or the Developer's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemics, public health emergencies, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

21. **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.

22. **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.

23. **Non-Waiver.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

24. **Non-Discrimination.** The Developer, for itself and its successors and assigns, agrees that it will not discriminate against any employee, applicant for employment, contractor, tenant, or other person because of age, sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

25. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement, including but not limited to, the indemnification provisions, shall survive the term or expiration of this Agreement and shall be binding on the parties.

26. **Attorney's Fees.** In the event that any suit or action is instituted by either of the parties hereto against the other to enforce compliance with any of the terms, covenants or conditions of the Agreement, or to recover damages for the breach of the Agreement, the prevailing party in any such suit or action shall, in addition to costs and disbursements provided statute, be entitled to recover such sums from the non-prevailing party as any court of competent jurisdiction may adjudge reasonable as attorneys' fees in such suit or action, including attorneys' fees related to any appeal from any judgment rendered therein.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

28. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

29. **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.

30. **Authority.** Both parties represent and warrant that they have the full legal authority to enter into this Agreement and that the representatives of each party signing below are legally authorized to sign and to bind their respective parties.

31. **Recording.** This Agreement shall not be recorded.

32. **Attachments Incorporated.** The following attachments, as they now exist or may be hereafter modified by mutual agreement, are incorporated into this Agreement by reference:

ATTACHMENT A	LEGAL DESCRIPTION OF LAND
ATTACHMENT B	DEPICTION OF LAND
ATTACHMENT C	CONCEPTUAL PLAN
ATTACHMENT D	COMMUNICATIONS PLAN
ATTACHMENT E	GROUND LEASE AND REGULATORY AGREEMENT

ATTACHMENT F
ATTACHMENT G

PREDEVELOPMENT PROJECT BUDGET
SCHEDULE OF PERFORMANCE

EXECUTED by the parties and effective as of the last date of signature set forth below.

LOW INCOME HOUSING INSTITUTE (LIHI)

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Sharon Lee, Executive Director

Blair King, City Manager

**ATTACHMENT A
LEGAL DESCRIPTION OF LAND**

PARCEL A PARCEL NO. 262502-3-100-2008

PARCEL A LEGAL DESCRIPTION

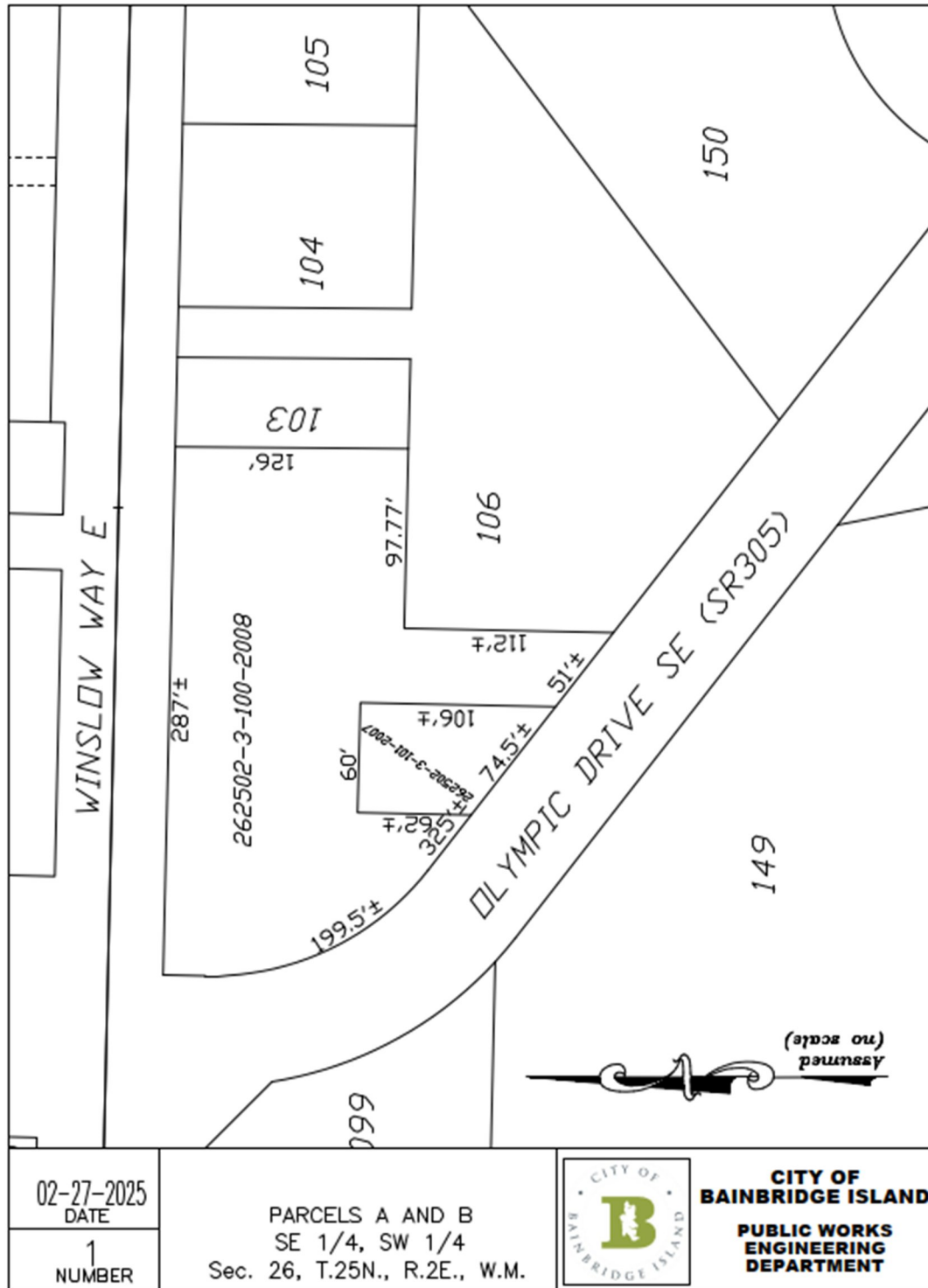
PT OF GOVT LOT 3 DAF, THE N 100FT OF FOLG START AT NE COR OF GOVT LOT 3 TH N89*29'30W 758.52FT TH S0*30'30W 30FT TO TPOB TH S0*30'30W 206.53FT TH N52*50'W 74.80FT TH N0*30'30E 161.86FT TH S89* 29'30E 60FT TO TPOB ALSO BEG AT NE COR OF GOVT LOT 3 TH N89*20'30W 818.52FT TH S0*30'30W 30FT TO TPOB TH N89*29'30W TO ELY MGN OF OLYMPIC DR TH SELY ALG ELY MGN TO PT WH IS S0*30'30W OF POB TH N0* 30'30E TO TPOB PAR 2 PT OF GOVT LOT 3 DAF BAAP N89*29'30W 571FT FR NE COR OF SD GOVT LOT 3 TH S0*30'30W 30FT TH N89*29'30W 48.92FT TO TPOB TH S0*30'30W ALG W LN OF THE MILLER TR 126FT TH N89* 29'30W 97.77FT M/L TO NW COR OF TR CNVYD TO HOWIE BY DEED RECD UND A F NO 653194 TH S0*30'30E ALG W LN OF HOWIE TR 112.35FT TH N52*51'45W ALG ELY LN OF OLYMPIC WAY 30FT M/L TO SE COR OF TR SOLD TO P J CLIFTON AND CONTR RECD A F NO 648726 TH N0*30'30E 206. 53FT TO S LN OF WINSLOW WAY TH S89*29' 30E ALG S LN OF WINSLOW WAY 138.60FT M/L TO TPOB.

PARCEL B PARCEL NO. 262502-3-101-2007

PARCEL B LEGAL DESCRIPTION

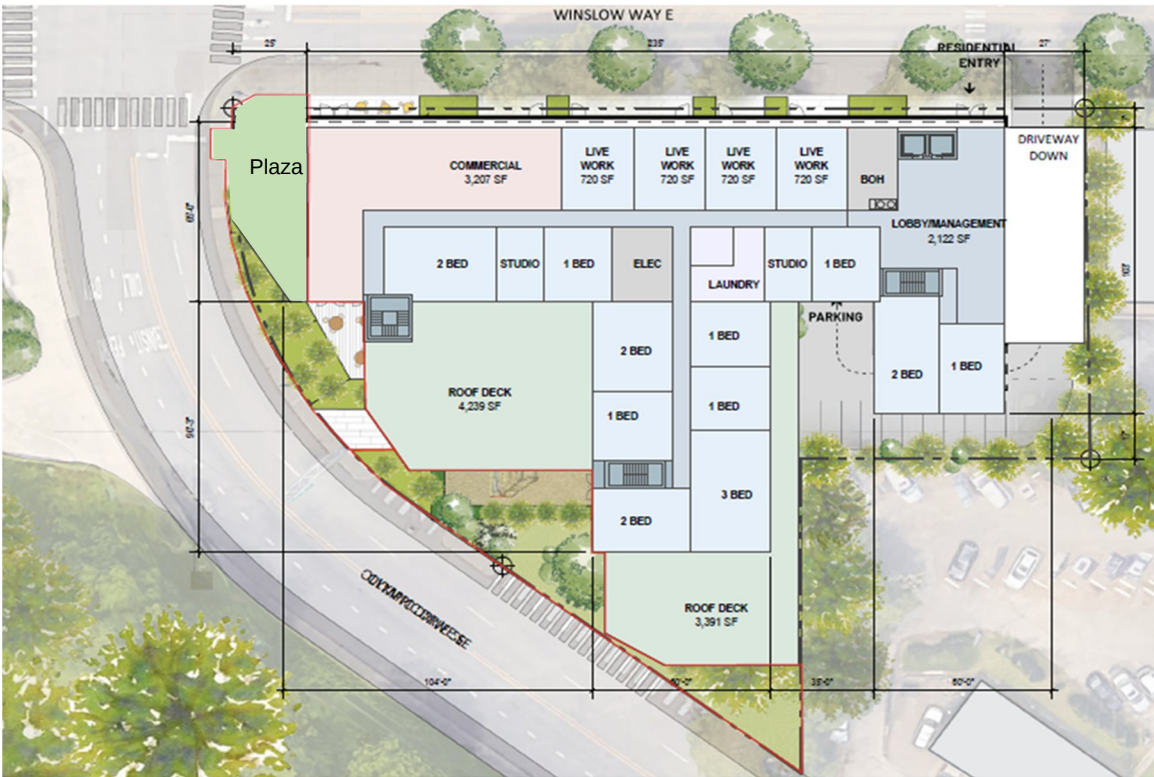
THAT PORTION OF GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3; THENCE NORTH 89*29'30" WEST 758.52 FEET; THENCE SOUTH 0*30'30" WEST 30 FEET TO TRUE POINT OF BEGINNING; THENCE SOUTH 0*30'30" WEST 206.53 FEET; THENCE NORTH 52*50' WEST 74.80 FEET; THENCE NORTH 0*30'30" EAST 161.86 FEET; THENCE SOUTH 89*29'30" EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 100 FEET THEREOF.

**ATTACHMENT B
DEPICTION OF LAND**



ATTACHMENT C CONCEPTUAL PLAN

Winslow Way level:



Olympic Drive level:

Underground Parking Concept:



ATTACHMENT D COMMUNICATIONS PLAN

Tentative schedule of events, presentations and materials shared for public communications.

Jan 2025	Presentation of Project Concept to Bainbridge City Council	Public Meeting Material posted
Apr 2025	Tour of LIHI housing developments for City Council and Race Equity Advisory Committee	
May 2025*	Submit Preapplication Materials to City Planning and Community Development	
May/June '25	Public Engagement	Public Meeting Material Posted
June 2025	Neighborhood Project Notification Mailed postcard to neighbors within 500' radius With project information and meeting notice	Links to project design
June 2025*	Public Participation Meeting at Planning Commission Meeting	
Aug 2025	Presentation to City Council of Master Development Plan	Public Meeting Materials posted
Oct 2025	Community Informational Meeting to share Master Development Plan	Visuals Posted Q & A
Oct 2025*	Presentation to Design Review Board As part Major Site Plan Review Process	Public Meeting Materials Posted
Oct 2025	Briefing to City Council on Project	Public Meeting Materials Posted
Dec 2025*	Planning Commission Public Meeting As part of Major Site Plan Review Process	Public Meeting Materials Posted
Spring 2026	Neighborhood Update Mailed postcard to neighbors within 500' radius with project update	Links to housing info
Spring 2026	Community Informational Meeting to share project update and final designs	Visuals Posted Q & A
Winter 2026/27	Groundbreaking Community Celebration	Visuals Posted
Autumn 2027	Outreach to Bainbridge employers housing referral information for employees	
Autumn 2028	Ribbon Cutting Community Celebration	Visuals Posted

*Requirement of land use and development permitting approval process per Bainbridge Municipal Code

ATTACHMENT E
GROUND LEASE AND REGULATORY AGREEMENT

ATTACHMENT F
PREDEVELOPMENT PROJECT BUDGET

Environmental Review Phase I	\$ -	Contracted by City
Arborist's Report	\$ 5,000	
Utility Capacity Study	\$ 5,000	
Traffic Study	\$ 3,000	
Soils Report	\$ 10,000	
Architecture	\$ 256,070	
Structural Engineering	\$ 25,000	
Civil Engineering	\$ 40,000	
ALTA/Topographical Survey	\$ 20,000	
Mechanical, Electrical, and Plumbing (full design)	\$ 25,000	
Energy	\$ 10,000	
Building Envelope Design	\$ -	
Accessibility Design	\$ 5,000	
Acoustic	\$ 15,000	
Total	\$ 419,070	

ATTACHMENT G SCHEDULE OF PERFORMANCE

12/31/24	AGT	Execution of Term Sheet between City and Developer
5/15/25	AGT	Effective Date of Development Agreement between City and Developer
5/15/25	PER	Submit Preapplication Materials
6/10/25	PER	Preapplication Conference
6/26/25	PER	Public Participation Meeting at Planning Commission Meeting
7/31/25	FIN	Apply for Kitsap County housing funds
8/15/25	AGT	Submit Master Development Plan (extendable by mutual consent)
9/30/25	FIN	Washington State Housing Trust Fund application
10/1/25	PER	Submit Major Site Plan (SPR) application
10/7/25	PER	Public Engagement Meeting: share preliminary plans
3/31/26	FIN	Application for Tax Exempt Bond allocation, 4% Low Income Housing Tax Credit
5/30/26	FIN	Receive notice of Bond allocation / Tax Credits from WSHFC
3/1/26	PER	Submit Building Permit application
11/30/26	FIN	Close on Financing
11/30/26	AGT	Execution of Ground Lease
12/1/26	AGT	Groundbreaking Event, Start Construction
10/1/28	CON	Complete construction
6/1/29	FIN	Complete lease up and Place in Service

AGT = relates to agreement between City and Developer FIN = relates to timeline for project financing PER = relates to land use and construction permitting CON = relates to construction of project

GROUND LEASE AND REGULATORY AGREEMENT

BETWEEN

CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation,
(Lessor)

and

[LIHI ENTITY], a Washington limited liability limited partnership,
(Lessee)

GROUND LEASE AND REGULATORY AGREEMENT

This GROUND LEASE AND REGULATORY AGREEMENT ("Lease") dated as of the ____ day of _____, 20__, is entered into by and between the CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation, ("Lessor") and [LIHI ENTITY], a Washington limited liability limited partnership ("Lessee").

RECITALS:

A. Lessor owns approximately one (1) acre of vacant land (the "Land") located at 625 Winslow Way East and 180 Olympic Drive SE in the City of Bainbridge Island, Kitsap County, Washington. The Land is legally described on Attachment A attached to this Lease and incorporated herein by this reference as if set forth in full.

B. Lessor has determined that there is a need for affordable housing in the City of Bainbridge Island and has determined that the Land would be an appropriate location for such housing.

C. On April 22, 2024, Lessor issued a Request for Qualifications from established affordable housing developers capable of developing and operating an approximately 100-unit mixed use development with affordable housing units above and a ground floor commercial or other non-residential use component, using a combination of tax-exempt bond financing and the Federal 4% Low Income Housing Tax Credit program. Based on Lessor's review of Statements of Qualification received in response to its request, Lessor selected Low Income Housing Institute ("LIHI"), a Washington nonprofit corporation, as its preferred affordable housing developer. LIHI is experienced in the development and operation of affordable multifamily rental units in Washington state and with Federal and state laws and procedures for the financing of such projects, including but not limited to, tax-exempt bond financing, Federal tax credit financing, and county, city, and state housing trust funds.

D. In order to facilitate the development, construction, operation and maintenance of an affordable housing project on the Land, LIHI has formed Lessee, a single-purpose entity created and controlled by LIHI.

E. Lessor desires to lease the Land to Lessee for the construction of a building and site improvements necessary to provide an affordable housing project on the Land and Lessee desires to lease the Land from Lessor for this purpose. The parties have agreed to enter into this Lease in order to accomplish their goals.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of Lessor and Lessee set forth in the Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1 **THE LEASE**

Section 1.1 Leased Land. Subject to the terms and conditions hereof, Lessor hereby leases to Lessee the Land.

Section 1.2 Term. The term of this Lease shall commence as of _____, 20__ (the “Commencement Date”), and unless sooner terminated pursuant to the provisions hereof, this Lease shall continue in full force and effect for a term (“Term”) expiring _____ (__) years from the Commencement Date.

Section 1.3 Use. Lessee shall use the Land solely for the development, construction and operation of an affordable housing project (“Project”) consisting of: (a) a mixed use building (the “Building”) containing approximately [90] multifamily dwelling units affordable to households with incomes at or below eighty percent (80%) of the area median income (“AMI”) for Kitsap County, Washington, provided that the average household income of all resident households at the time of qualification to occupy the Project will not exceed sixty percent (60%) of Kitsap County AMI; (b) a community, commercial, or other nonresidential space within the Building of approximately 3200 square feet in size; and (c) parking, plaza(s), utilities, and other site amenities, as required by the Bainbridge Island Municipal Code or through the Bainbridge Island development review process. The intent of the residential affordability requirements is to allow for the inclusion of some units affordable to households with incomes of up to eighty percent (80%) of Kitsap County AMI when offset by units affordable to households at lower income levels, in compliance with income averaging provisions under Low Income Housing Tax Credit (“LIHTC”) guidelines administered by the Washington State Housing Finance Commission (“WSHFC”). The mix of unit sizes and affordability shall be as set forth in the Master Development Plan attached as Attachment B or as otherwise approved by Lessor. Lessee’s use of the Land is also limited by the restrictions set forth in Sections 6.3 and 17 of this Lease and by the land use regulations set forth in the Bainbridge Island Municipal Code, as the same now exists or as hereafter amended.

Section 1.4 Performance in Lieu of Rent. Lessee’s obligation to construct, operate, and maintain ninety (90) units of affordable housing on the Land in accordance with the terms and conditions of this Lease is sufficient consideration for Lessor to lease the Land to Lessee and there shall be no additional rent due and payable from Lessee to Lessor as long as Lessee’s obligations under this Lease are met.

Section 1.5 Lessee Taking Land “As-Is-Where-Is”. Lessee acknowledges (i) that Lessee has entered into this Lease with the intention of making and relying upon its own investigation of the physical, structural and environmental condition of the Land, and (ii) that Lessor is not making and has not at any time made any representation or warranty of any kind or nature, either oral or written, directly or indirectly, expressed, implied, statutory or otherwise, with respect to the Land. Based on Lessee’s familiarity with the Land, Lessee’s due diligence relating to the Land and Lessee’s experience and knowledge as to the market in which the Land are situated and as to the investment in and operation of real estate in the nature of the Land and commercial real estate in general, Lessee will take the Land on the Commencement Date in its “AS IS, WHERE IS AND WITH ALL FAULTS” condition, with existing streets and street improvements, and without any representation or warranty whatsoever. Lessee fully assumes the risk that adverse latent or patent physical, structural, or environmental conditions may not have been revealed by Lessee’s investigations. Lessor and Lessee acknowledge that the terms and conditions of this Lease, including but not limited to, the agreement of Lessor to accept Lessee’s obligation in lieu of rent, have taken into account the provisions of this Section 1.5. Lessor agrees that Lessee, any general partner of Lessee, any limited partner in Lessee

(any such limited partner, a "Limited Partner"), and their officers, directors, and employees shall not be liable for any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, arising out of any activity of the Lessor, or the agents and/or contractors of Lessor, carried on or undertaken on or off the Land in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances located or present on or under the Land or the failure of Lessor to comply with any environmental laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, under or from the Land prior to the date hereof. The foregoing release shall survive the expiration or earlier termination of this Lease.

Section 1.6 Regulatory Authority. Nothing in this Lease shall obligate the City of Bainbridge Island or any of its agencies to provide approvals with respect to any discretionary or regulatory action relating to development or operation of the Project, including, but not limited to, rezoning, variances, environmental clearances, regulatory plan reviews, code compliance or any other governmental agency approvals or regulatory actions which are or may be required or authorized.

Section 1.7 Leasehold Excise Tax. In addition to the rental amount specified in Section 1.4, Lessee shall pay any applicable leasehold excise tax. To the extent that an exemption or a reduction to the leasehold excise tax is possible, Lessor shall cooperate with Lessee to obtain that exemption or reduction.

ARTICLE 2

THE IMPROVEMENTS

Section 2.1 Construction. Subject to the terms of this Lease, Lessee shall have the right and the obligation (a) to develop and construct improvements on the Land as described in the Master Development Plan attached to this Lease as Attachment B (the "Improvements") and (b) if Lessee requests to have Lessor subject its interest in the Land to a condominium regime, to thereafter convey the portion of the Improvements comprising the nonresidential space to a nonresidential unit owner as provided in Section 2.4 below. If this Lease is terminated prior to the completion of the Improvements, or if construction of the Improvements is abandoned for any reason, and Lessee or a Leasehold Mortgagee (as such term is defined in Section 7.1 below) does not exercise the rights pursuant to Article 7 or Section 11.5, Lessee shall be responsible for and shall bear all costs of removing all structures and debris from the Land and then surrendering possession of the Land to Lessor.

Section 2.2 Permits, Licenses and Easements.

2.2.1 All site plan approvals, building permits and other permits, licenses, permissions, consents, and approvals required to be obtained from governmental agencies or third parties in connection with construction of the Improvements and any subsequent improvements, repairs, replacements, or renewals to the Improvements shall be acquired as required by applicable laws, ordinances, or regulations by and at the sole cost and expense of Lessee. Lessee shall cause all work on the Land during the Term to be performed in accordance with all applicable laws and all directions and regulations of all governmental agencies and representatives of such agencies having jurisdiction.

2.2.2 Lessor agrees, at no expense to Lessor, to use reasonable efforts to cooperate with and support Lessee in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authority having jurisdiction over the Land, with respect to any construction or other work to be performed on the Land, subject to the reservation of Lessor's regulatory authority as described in Section 1.6.

2.2.3 Lessee shall complete construction and obtain a certificate of occupancy for the Improvements no later than , 20 , unless Lessor consents to an extension, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall market the dwelling units to eligible households for occupancy upon completion of construction and issuance of a certificate of occupancy.

Section 2.3 Ownership.

2.3.1 Lessor will at all times hold legal title to the Land, and will be the owner of the Land for Washington state law purposes.

2.3.2 Subject to the provisions of Sections 2.3.3 and 2.4, however, the parties intend that Lessee alone shall be entitled to all of the federal tax attributes of ownership of the Improvements, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the LIHTCs described in Section 42 of the United States Internal Revenue Code, and that Lessee shall have the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements and the equipment therein.

2.3.3 If Lessee elects to request Lessor to subject its fee interest to a condominium regime as contemplated in Section 2.4 below, Lessor acknowledges and agrees that: (i) from the date of this Lease until the establishment of the condominium regime, the Improvements, including all additions, alterations and improvements thereto or replacements thereof and all appurtenances thereto, fixtures, machinery and equipment installed on the Land shall be owned solely by Lessee; (ii) from and after the establishment of the condominium regime, the Improvements, including all additions, alterations and improvements thereto or replacements thereof and all appurtenances thereto, fixtures, machinery and equipment installed on the Land, shall be owned by the Unit Owners as defined in Section 2.4; (iii) following conveyance of the portion of the improvements comprising the Nonresidential Unit as defined in Section 2.4 to Nonresidential Unit Owner the Nonresidential Unit shall be owned solely by Nonresidential Unit Owner and the Housing Unit shall be owned solely by Housing Unit Owner. During the Term and for the tax years after commencement of the Term, and until the establishment of the condominium regime as contemplated by Section 2.4 below, Lessee shall be entitled to any and all tax attributes of ownership of the Improvements. From and after the establishment of the condominium regime as contemplated by Section 2.4 below, Housing Unit Owner and Nonresidential Unit Owner, as the case may be, shall be entitled to any and all tax attributes of ownership of each Unit Owner's Unit

2.3.4 At the expiration or earlier termination of this Lease, the Improvements, additions, alterations, and improvements thereon and thereto or replacements thereof, and all appurtenances, fixtures, machinery, and equipment installed therein, shall become the property of

Lessor. Lessee shall have no obligation to remove the Improvements, except as otherwise specifically provided herein.

Section 2.4 Condominium Regime.

2.4.1 Upon sufficient completion of the Building (as defined below, Lessee may request Lessor to subject Lessor's fee interest in the Land to a condominium regime (the "Condominium") under the Washington Common Interest Ownership Act. The Condominium would be comprised of two condominium units: (1) a unit containing the 90 residential dwelling units and associated improvements (the "Housing Unit" or "Unit 1") meeting the affordability requirements of this Lease, and (2) a unit containing approximately 3,200 square feet of community, commercial, or other nonresidential space (the "Nonresidential Unit" or "Unit 2"). The Condominium will also include certain common elements and limited common elements, including a plaza(s), parking facilities, landscaping, and other site amenities. After the formation of the Condominium, Lessee may elect to convey the Nonresidential Unit to a separate entity (the "Nonresidential Unit Owner") meeting the approval of the Lessor, which approval shall not be unreasonably withheld. Lessee and the approved Nonresidential Unit Owner will execute and deliver a Partial Assignment of Lease (the "Lease Assignment"), pursuant to which the Nonresidential Unit Owner will assume from Lessee all that portion of Lessee's interest in this Lease and the Improvements attributable to ownership of the Nonresidential Unit. Subsequent to the Lease Assignment, the term "Lessee" will refer to the owner of the Housing Unit (the "Housing Unit Owner") and the owner of the Nonresidential Unit (the "Nonresidential Unit Owner"), each individually and only relating to each unit owner's ownership of its respective unit and not jointly and severally. Jointly, the Housing Unit Owner and the Nonresidential Unit Owner shall sometimes be referred to in this Lease as "Unit Owners."

2.4.2 The declaration, bylaws and all other documents to be prepared for the Condominium (the "Condominium Documents") shall be substantially in the form agreed upon by Lessor, Lessee, Leasehold Mortgagee(s), and Tax Credit Investor (as that term is defined below) prior to execution. The Condominium will be administered and managed by an association (the "Condominium Association") made up of the Housing Unit Owner and the Nonresidential Unit Owner. Subject to Lessor's prior written approval of the condominium declaration and condominium map, Lessor hereby agrees to the recording of the Condominium, at the sole expense of Lessee, and shall provide such written consents as are necessary for the establishment of the Condominium.

2.4.3 Lessor and Lessee hereby agree that, upon recording of the condominium declaration and condominium map in the real property records of Kitsap County and conveyance of the Nonresidential Unit to Nonresidential Unit Owner and execution and delivery of the Lease Assignment by Housing Unit Owner and Nonresidential Unit Owner, the terms "Land" and "Project" as used in this Lease with respect to the Housing Unit Owner's interest in this Lease shall mean only the Housing Unit and the Housing Unit Owner's undivided ownership interest in the common elements and limited common elements associated with the Housing Unit, and the term "Improvements" shall mean only those Improvements comprising the Housing Unit and Housing Unit Owner's undivided ownership interest in the common elements and limited common elements associated with the Housing Unit. The parties further acknowledge and agree that, once the Condominium is established and the Nonresidential Unit is conveyed to Nonresidential Unit Owner and the Lease Assignment is executed and delivered, Housing Unit Owner shall have no obligations under this Lease with respect to the Nonresidential Unit.

2.4.4 Similarly, Lessor hereby agrees that, upon execution and delivery of the Lease Assignment by Housing Unit Owner and Nonresidential Unit Owner, the terms “Land” and “Project” as used in this Lease with respect to Nonresidential Unit Owner’s interest in this Lease shall mean only the Nonresidential Unit and the Nonresidential Unit Owner’s undivided ownership interest in the common elements and limited common elements associated with the Nonresidential Unit, and the term “Improvements” as used in this Lease with respect to Nonresidential Unit Owner’s interest in this Lease shall mean only those Improvements comprising the Nonresidential Unit and the Nonresidential Unit Owner’s undivided ownership interest in the common elements and limited common elements associated with the Nonresidential Unit. Lessor further acknowledges and agrees that, once the Nonresidential Unit is conveyed to Nonresidential Unit Owner and the Lease Assignment is executed and delivered, Nonresidential Unit Owner shall have no obligations under this Lease with respect to the Housing Unit.

2.4.5 As further set out in Section 11.3, Lessor expressly acknowledges that any event of default under this Lease caused by Nonresidential Unit Owner or with respect to the Nonresidential Unit shall not constitute a default by Housing Unit Owner under this Lease.

ARTICLE 3

LIENS

Section 3.1 Liens Against Lessor's Fee Interest. Except as otherwise provided herein, Lessee shall not have any right, authority or power to bind Lessor, Lessor's estate or other assets or any interest of Lessor in the Land, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Land, Project and Improvements or any change, alteration or addition thereto.

3.1.1 Lessor expressly acknowledges that Lessee's development of the Land may require the recording of utility easements and other customary easements necessary and incidental to the development, construction and operation of the Improvements. Subject to Lessor’s prior review and written approval, which shall not be unreasonably withheld, conditioned, or delayed, Lessor hereby agrees to the recording of such easements on the Land, at the sole expense of Lessee, as are required for the development and operation of the Improvements and shall provide such written consents or signatures as are necessary to the recording of such easements, provided that such easements are in locations on the Land reasonably satisfactory to Lessor, do not unreasonably burden any property of Lessor other than the Land, do not unreasonably restrict or otherwise adversely affect Lessor’s use of its other property, and are consistent with the Master Development Plan attached to this Lease as Attachment B.

3.1.2 Lessor expressly acknowledges that Lessee will be obtaining financing for the development and operation of the Land from a variety of private and governmental funding sources and that such financing may require restrictive covenants or regulatory agreements (collectively, “Restrictive Covenant”) to be recorded not only against Lessee's leasehold interest, but also against Lessor's fee interest. Subject to Lessor’s prior review and written approval, which shall not be unreasonably withheld or delayed, Lessor hereby agrees to the recording, at Lessee’s sole expense, of any Restrictive Covenant as is required for the development and operation of the Improvements and shall provide such written consents as are necessary to the recording of any Restrictive Covenant.

3.1.3 Lessor expressly acknowledges that Lessee will be entering into leases with eligible households with incomes at or below the thresholds set forth in Section 1.3 for rental of the individual dwelling units within the Housing Unit.

Section 3.2 Liens Against Lessee's Leasehold Interest. Lessor acknowledges that Lessee will be obtaining financing for the development and operation of the Land from a variety of private and governmental funding sources, that such financing shall require Lessee to provide security interests in its leasehold interest in the Land and that such financing sources will further require Lessee to enter into various regulatory and other agreements restricting the use of the Land to the uses set forth in Section 1.3. Lessee may encumber its leasehold interest in the Land for the purposes of such financing and Lessor hereby expressly agrees and consents to Lessee entering into such financing arrangements and the resulting encumbrances of Lessee's leasehold interests in the Land, provided that such financing arrangements and resulting encumbrances shall be subject to the terms of this Lease and shall not affect Lessor's rights or increase Lessor's duties or obligations under this Lease. Lessee may, after the initial development of the Project, obtain additional financing (or refinancing) provided that such financing complies with the provisions of this Section 3.2.

Section 3.3 Mechanics' Liens. Lessee agrees that it will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against Lessor's fee simple interest in the Land for work or materials furnished to Lessee in connection with any construction, improvements, maintenance, or repair thereof made by Lessee or its agents upon the Land. Lessee shall cause any such claim or lien to be fully discharged within ninety (90) days after the date of filing thereof; provided, however, that in the event Lessee, in good faith, disputes the validity or amount of any such claim of lien, and if Lessee shall record or file a bond in the office of the Kitsap County Recorder in an amount and form sufficient to release the claim of lien as provided RCW 60.04.161, as the same now exists or as hereafter amended or superseded, Lessee shall not be deemed to be in breach of this Section 3.3, so long as Lessee is diligently pursuing a resolution of such dispute. Upon entry of final judgment resolving the dispute, if litigation or arbitration results therefrom, Lessee shall discharge said lien within ninety (90) days.

Section 3.4 Nonresidential Unit Financing. If Lessee requests Lessor to subject its fee interests to a condominium regime as provided in Section 2.4. Lessor acknowledges that Nonresidential Owner may be obtaining financing for the development and operation of the Nonresidential Unit from a variety of private and governmental funding sources, that such financing may require Nonresidential Unit Owner to provide security interests in its interest in the Nonresidential Unit and that such financing sources may further require Nonresidential Owner to enter into various regulatory and other agreements restricting the use of the Nonresidential Unit. Nonresidential Unit Owner may encumber its interest in the Nonresidential Unit for the purposes of such financing and Lessor hereby expressly agrees and consents to Nonresidential Unit Owner entering into such financing arrangements and the resulting encumbrances of the Nonresidential Unit, provided that such financing arrangements and resulting encumbrances shall be subject to the terms of this Lease and shall not affect Lessor's rights or increase Lessor's duties or obligations under this Lease. Nonresidential Unit Owner may, after the initial development of the Nonresidential Unit, obtain additional financing (or refinancing) provided that such financing complies with the provisions of this Section 3.4. In no event shall Nonresidential Unit Owner have the right to encumber Housing Unit Owner's interest in this Lease or portions of the improvements comprising the Housing Unit.

Section 3.5 Lessee Solely Responsible for Complying with Financing Terms. Lessee has secured all financing for the Improvements and is solely responsible for complying with the terms of such financing. If additional financing is necessary, Lessee shall be solely responsible for obtaining the necessary financing.

ARTICLE 4

TAXES; UTILITIES

Section 4.1 Payment of Taxes. Lessee shall pay before they become delinquent all real property taxes assessed or levied against the Land and Improvements. Lessee shall also pay all personal property taxes assessed or levied against the equipment, machinery, fixtures, furniture, and furnishings thereon and all other taxes, charges, fees or costs imposed by any governmental or quasi-governmental entity or utility, including but not limited to, leasehold excise tax. Lessee shall have the right in good faith, in a proper procedural manner, and at its sole cost, to contest and resist any taxes or assessments or other dispositions levied against or imposed upon the Land and Improvements. Lessee shall defend and indemnify Lessor from all taxes incurred during the term of this Lease.

Section 4.2 Utilities. Lessee shall arrange for and pay before they become delinquent all charges for utility services furnished to the Land including, but not limited to, electricity, gas, water, sanitary sewer, stormwater, telephone and solid waste collection charges. Lessor shall have no responsibility for the payment of these utility costs. Lessee shall defend and indemnify Lessor from all such charges incurred during the term of this Lease.

ARTICLE 5

INSURANCE

Section 5.1 General. Lessee shall maintain in full force and effect, so long as this Lease shall be in effect, and at Lessee's sole cost and expense, insurance satisfying all the requirements set forth below, provided that insurance that complies with the requirement of any Leasehold Mortgagee shall meet the requirements of this Article 5. The insurance policies are subject to approval by Lessor in its sole discretion as to amount, form, endorsements, deductibles and insurer, and must cover all risks Lessor requires. The specific coverages, limits, standards and forms set forth in this Section establish the requirements that shall apply unless the Lessor shall, by notice in writing, approve or require different or additional coverages, limits, standards or forms. Capitalized terms used in this Section and not defined shall be construed in accordance with customary usage in the insurance industry as of the date of this Agreement, unless the context clearly requires otherwise. Failure of Lessee to fully comply with the insurance requirements of this Section will be considered a material breach of contract.

Section 5.2 Coverages Required of Lessee. Lessee shall maintain all of the following:

5.2.1 Commercial General Liability ("CGL") insurance, written on an Insurance Services Office ("ISO") occurrence form (ISO form CG 00 01) or equivalent, including Land/Operations; Products/Completed Operations; Personal/Advertising injury; Contractual Liability; and Independent Contractors Liability. The minimum limits of liability for bodily injury and property

damage shall be \$2,000,000 each occurrence and \$5,000,000 general and Products/Completed Operations aggregate.

5.2.2 Property insurance on all buildings, improvements and fixtures on an “All Risk” basis, in an amount equal to 100% replacement cost thereof, against (i) Loss from the perils of fire and other risks of direct physical loss (excluding earthquake but including flood damage if the Land is in a flood hazard area), not less broad than provided by the insurance industry standard “Causes of Loss - Special Form (CP 10 30)”;

(ii) Loss or damage from water damage, or sprinkler systems now or hereafter installed in any building on the Land;

(iii) loss or damage by explosion of steam boilers, pressure vessels, oil, or gasoline storage tanks; machinery, heating or air conditioning, elevator and escalator equipment or similar apparatus, provided the Land contains equipment of such nature;

(iv) business interruption or extra expense, with sufficient coverage to provide for the loss of rent and other fixed costs during any interruption of Lessee’s business, loss of occupancy, or use because of fire or other cause, in such amounts as are satisfactory to Lessor, and

(v) any other insurance required by law or by the terms of any other financing documents.

Section 5.3 Additional Required Coverage During Construction. Lessee shall maintain the following additional insurance coverage during construction of the Improvements:

5.3.1 Builder’s Risk. Lessee shall maintain or cause to be maintained, at Lessee’s expense, Builder’s Risk Property insurance which shall be in effect during any construction, modification, renovation or demolition activity, covering all such activity and all portions of the Land affected thereby. Such Builder’s Risk policy shall provide “all risk” coverage, in an amount equal to 100% replacement cost, against loss from the perils of fire and other risks of direct physical loss (excluding earthquake coverage but including flood coverage if the Land is in a flood hazard area), together with such “soft costs” and other endorsements and coverages as City may from time to time reasonably require. Notwithstanding the foregoing, if Lessee self-insures for such Builder’s Risk policy, “soft cost” coverages shall not be required. All Builder’s Risk policies are subject to approval by Lessor in its sole discretion as to amount, form, deductibles and insurer.

5.3.2 Contractors. Lessee shall ensure that any contractor working on the Land maintains CGL insurance, written on an Insurance Services Office (“ISO”) occurrence form (ISO form CG 00 01) or equivalent, including Land/Operations; Products/Completed Operations; Personal/Advertising injury; Contractual Liability; and Independent Contractors Liability. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$1,000,000 general and Products/Completed Operations aggregate. Notwithstanding the foregoing, the prime contractor shall carry \$5,000,000 general and Products/Completed Operations aggregate. If the Land contains any hazardous materials, asbestos or lead-based paint, Lessee shall ensure that the prime and any abatement contractor or subcontractor performing abatement or handling hazardous materials working on the Land, or if Lessee is working on the Land, that said party also maintains Pollution Legal Liability coverage at a minimum limit of \$5,000,000 per occurrence and aggregate. Lessee shall further ensure that the CGL and Pollution Legal Liability insurance maintained by Lessee and/or Lessee’s contractor(s) shall include “The City of Bainbridge Island and all funding agencies, their officers, elected officials, employees, agents, and volunteers” as additional insureds for primary and non-contributory limits of liability.

5.3.3 Worker's Compensation. Lessee shall ensure that Lessee and any contractor on the Land maintain Worker's Compensation for the State of Washington ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington.

5.3.4 Policy Requirements. Lessee shall ensure that any policy maintained to meet the requirements of this Section 5.3 shall include the general contractor and all subcontractors as insureds or that a separate policy of insurance as stated above is maintained for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their activities.

Section 5.4 Deductible or Self-Insured Retention. If the Lessee's insurance contains a deductible or self-insured retention amount, Lessee shall:

5.4.1 Obtain the written approval of Lessor for the deductible or self-insured retention amount prior to the effective date of such policy.

5.4.2 Be responsible for payment of the portion of any claim or loss equal to or less than the deductible or self-insured retention amount).

5.4.3 Lessor reserves the right to reject any insurance policy with a deductible or self-insured retention amount or to require a lower deductible or self-insured retention amount.

Section 5.5 Conditions. The insurance policy or policies, endorsements therefor, and subsequent renewals shall:

5.5.1 Be issued by an insurance company that is (i) rated A- or better and VI or larger in the A.M. Best's Key Rating Guide; and (ii) licensed to do business in the State of Washington or filed with the Washington Insurance Commissioner as a surplus line by a Washington surplus line broker;

5.5.2 Be primary as respects Lessor, and any other insurance maintained by Lessor shall be excess and not contributing insurance with Lessee's insurance; and

5.5.3 In the case of any liability policy, include a provision (whether by endorsement or otherwise) agreeing that, except with respect to the limits of insurance and any rights specifically assigned to the first named insured, the insurance will apply (i) as if each party insured thereunder (whether as a named insured, additional named insured, or additional insured) were the only party insured by such policy; and (ii) separately as to each insured against whom a claim is made or a suit is brought).

Section 5.6 Endorsements in Favor of Lessor.

5.6.1 Lessee shall ensure that the CGL and, if required, the Pollution Legal Liability insurance maintained by Lessee shall include the City of Bainbridge Island and its officers, elected officials, employees, agents, and volunteers as additional insureds for primary and non-contributory limits of liability.

5.6.2 Lessee shall ensure that all Property Insurance policies, including Builder's Risk, shall (i) contain a standard mortgagee or lender clause (438BFU or equivalent acceptable to the Lessor) making all losses payable to Lessor except as otherwise provided in this Lease, (ii) contain cancellation provisions requiring not less than thirty (30) days written notice, except ten (10) days with respect to cancellation for non-payment of premium, to Lessor as a condition precedent to any cancellation thereof; (iii) not be subject to any co-insurance or other similar contribution or limitation provisions unless such provisions are expressly approved in writing by Lessor.

Section 5.7 Evidence of Insurance. Lessee shall furnish Lessor with certificates of insurance and endorsements required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be received and approved by Lessor prior to the commencement of construction activities. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time. At least ten (10) days prior to the expiration of the term of any insurance policy, Lessee shall furnish Lessor with written evidence of renewal, with premiums paid, or issuance of a satisfactory replacement policy. With respect to any multi-property insurance policy that is based on a Schedule of Values, Lessee shall deliver a current schedule as approved by the insurer no less frequently than annually. The approval of any insurance by Lessor will not be a representation of the solvency of any insurer or the sufficiency of any insurance. All such policies shall be evaluated and the provisions of such policies shall be adjusted as required by the Lessor, if so requested by Lessor, on an annual basis. Lessee shall reimburse Lessor for any premiums paid for such insurance by Lessor upon Lessee's default in so insuring the improvements or failure timely to provide evidence of renewal thereof.

Section 5.8 Waiver of Subrogation. All insurance required to be maintained by Lessee hereunder shall contain a waiver of subrogation against Lessor, and an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Lessee that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deductions against Lessor.

Section 5.9 Right of Lessor to Obtain Insurance. Notwithstanding anything to the contrary herein, in the event Lessee fails to pay any premium required to renew any policy when required hereunder or otherwise fails to provide, maintain, keep in full force and effect or, after not less than ten (10) days prior written notice to Lessee, to deliver and furnish to Lessor the policies of insurance required hereunder, in addition to all other remedies available under this Lease, Lessor, in its sole and absolute discretion and without obligation with respect thereto, may pay such premiums or procure such insurance or single-interest insurance of such risks covering Lessor's interest, and Lessee will reimburse Lessor for all premiums thereon (and interest thereon at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor until the date of payment by Lessee) promptly upon demand by Lessor, and until such payment is made by Lessee the amount of all such premiums together with interest thereon shall be secured by this Lease.

ARTICLE 6

MAINTENANCE AND ALTERATIONS

Section 6.1 Maintenance of Leased Land and Improvements. During the Term, at Lessee's sole cost and expense, Lessee shall keep and maintain the Project, all Improvements, and all appurtenances thereunto belonging, in good and safe order, condition and repair. Lessee shall be responsible for any repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, necessary to maintain the Improvements thereon. At Lessee's own expense, Lessee shall keep and maintain the Improvements in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction. Additionally, Lessee shall protect against and refrain from creating or allowing the creation of a recognized hazardous environmental condition. During the Term, Lessee, at Lessee's sole cost and expense, shall take all actions necessary to eliminate, remove, remediate or otherwise clean up any recognized hazardous environmental condition that is attributable to Lessee's use of the Land.

Section 6.2 Alterations to Leased Land and Improvements. Lessee shall make no additions, alterations or changes in or to the Improvements after initial construction unless approved in writing by the Lessor, which approval shall not be unreasonably withheld. All additions, alterations or changes shall be subject to the permitted uses of the Land set forth in Section 1.3 and any restriction on the use of financing proceeds set forth in Section 3.2.

Section 6.3 Prohibited Uses of Leased Land. In addition to any other prohibitions or limitations on Lessee's use of the Land contained in the Lease, Lessee shall not: i) use the Land in any illegal manner; ii) create any damage, nuisance or waste to the Land, including any objectionable noise, vibration, or odor to be emitted or escape from the Land, or cause defacement or injury of the Improvements, including impairment of their strength or durability; iii) cause damage or injury to nearby properties or property owners; iv) create any condition which would constitute a fire or environmental hazard, or be dangerous to persons or property; v) sell any alcoholic beverages or alcoholic liquors on the Land excepting upon Lessor's prior written consent and pursuant to the limitations of state issued permit(s) or license(s); vi) sell or dispense any controlled substances or any marijuana (medical or recreational) on or about the Land; vii) store gasoline or other highly combustible materials on the Land except for commercially reasonable amounts of gasoline or fuel for yard equipment; viii) permit the sale of any pornographic or sexually explicit material or sex paraphernalia on the Land; ix) permit any cash, credit card, or coin-operated novelty or gaming machines or other facility used for gambling such as off-track betting on the Land without the prior written consent of Lessor; x) permit the use of the Land for a second-hand store, pawnshop, or for conducting auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like; xi) maintain disabled vehicles, or engage in automotive repair or maintenance on parking lots, in garages, or elsewhere on the Land; xii) operate a mortuary, funeral parlor or home or similar service establishment on the Land; xiii) allow any industrial use or processing or rendering use on the Land; xiv) operate any facility for the dumping, disposing, incinerating or reducing of garbage on the Land; xv) operate a massage parlor, hot tub facility or suntan facility on the Land; xvi) permit any on-site dry cleaning facility on the Land; xvii) operate a night club, bar or all night convenience store on the Land; xiii) permit any drug or alcohol treatment facilities or clinics on the Land; xix) permit an adult motion picture arcade or show, strip show, sale of nudity or sexual services or escort services on the Land; xx) operate a check cashing or pay day loan business on the Land; xxi) permit a bail bonds business or other similar services on the Land; xxii) permit any use not permitted under applicable zoning laws on

the Land; xxii) operate a tattoo or piercing parlor or headshop on the Land; xxiv) permit the operation of any 24-hour establishment on the Land; (xxv) permit any business providing palmistry, palm reading, fortune telling, phrenology, clairvoyance, or other psychic services; or xxvi) permit any food establishment that is open before 6:00 a.m. or after midnight on the Land.

ARTICLE 7

PERMITTED MORTGAGES

Section 7.1 Leasehold Mortgage Provisions. Lessee intends that the development of the Improvements be financed with various public and private debt and/or grants from public agencies and lenders referred to collectively herein as “Lenders.” For purposes of this Lease, a “Leasehold Mortgage” is (1) any mortgage, deed of trust, security agreement or collateral assignment in favor of an Institutional Lender, (2) any mortgage, deed of trust, security agreement, or collateral assignment entered into as part of the development of the Project, and (3) any other mortgages, deeds of trust, security agreements or collateral assignments permitted by Lessor hereunder encumbering either (a) Lessee’s leasehold interest in the Land or (b) an owner’s interest in the Housing Unit or Nonresidential Unit. A “Leasehold Mortgagee” is a holder of a Leasehold Mortgage. For purposes hereof an “Institutional Lender” shall mean an entity that is a commercial bank, savings bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust, commercial finance lender or other similar financial institution which ordinarily engages in the business of making, holding or servicing commercial (including multi-family residential) real estate loans, including any Affiliate thereof. Any Leasehold Mortgagee or designee thereof that acquires title to the leasehold estate or any part thereof, any person that acquires title to the leasehold estate through any judicial or non-judicial foreclosure sale, deed or assignment in lieu thereof, or any sale or transfer made under any order of any court to satisfy wholly or in part obligations secured by any Leasehold Mortgage, and the successors and assigns of any such Leasehold Mortgagee, is referred to as a “Transferee”. Each Leasehold Mortgagee and Transferee is an intended beneficiary of the terms of this Lease.

Section 7.2 Leasehold Mortgages and Transfers Authorized - Limitations. Lessor acknowledges that Lessee’s financing for the Project will require Lessee to provide security interests in Lessee’s leasehold interest in the Land, and its interests in the Improvements, Lessor acknowledges that Nonresidential Unit Owner’s financing for the Nonresidential Unit will require Nonresidential Unit Owner or its affiliate to provide security interests in its interest in the Nonresidential Unit (such security interests, and any assignments of rents, issues or profits derived from the ownership, use or operation of the Improvements approved by Lessor, shall also be considered Leasehold Mortgages). For the purposes of this Article 7, “Lessee” shall refer to both Housing Unit Owner and Nonresidential Unit Owner if and when Nonresidential Unit Owner becomes the owner of the Nonresidential Unit, as applicable in the context in which such term is used. Subject to the terms of this Lease (including the prior notice requirements set forth in this Section), Housing Unit Owner and/or Nonresidential Unit Owner may grant Leasehold Mortgages upon or affecting their rights (and only their rights) in this Lease or in the Land which secure a loan or loans in the approximate amount of \$ [REDACTED] million at initial financing closing of the Project and as listed in the Master Development Plan (Attachment B). Housing Unit Owner and/or Nonresidential Unit Owner shall give Lessor written notice of any proposed grant of a Leasehold Mortgage, with copies of all loan and security documents, at least thirty (30) days prior to the grant of any Leasehold Mortgage, and prior to any material amendments, restatements, re-financings, or other replacements of any previously approved Leasehold Mortgage. Any refinance of a Leasehold Mortgage must meet a minimum debt service coverage ratio of 1.1 to

1.0 ("Required DSC Ratio"), calculated based on cash flow (computed for purposes of this paragraph before payment of any on the Leasehold Mortgages) over a 12 month reporting period which equals or exceeds one hundred ten percent (110%) of twelve (12) months of scheduled principal and interest payments on any Leasehold Mortgage with scheduled debt service payments, based upon the actual Project income (including actual vacancy), and with expenses, on an accrual basis, based upon actual expenses. Lessee shall provide Lessor with copies of all proposed loan and security documents at least thirty (30) days prior to the grant of any Leasehold Mortgage for a refinance transaction. If refinancing proceeds are for uses other than Project capital needs and/or if Lessee requests approval of a refinance for a mortgage with less than the Required DSC Ratio, then Lessee shall obtain consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any loan or aggregate of loans secured by interests in this Lease or the Land which are granted in violation of the foregoing terms of this Section 7.2 are prohibited and, if attempted, any security interest granted in this Lease or the Land, or any rights related thereto, shall be null and void.

Section 7.3 Foreclosure. Foreclosure of any Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the leasehold estate hereunder or any part thereof and Lessee's interest in the Improvements and other rights hereunder, or any part thereof, to any Leasehold Mortgagee or other person through, or in lieu of, foreclosure, trustee's sale or other proceedings in the nature thereof, shall not require the consent of Lessor or constitute a breach of any provision of or a default under the Lease, and upon such foreclosure, sale or conveyance Lessor shall recognize the purchaser or other direct or indirect transferee in connection therewith as the Lessee hereunder to the extent of the interest so transferred. The preceding sentence notwithstanding, each Leasehold Mortgagee acknowledges that Lessor has agreed to enter into this Lease because Lessee has unique experience and qualification to perform under the Lease and that, before completing any foreclosure proceeding or any sale or transfer of Lessee's leasehold interest in the Land, it will notify Lessor and will cooperate with Lessor in good faith for a reasonable period of time to reach a solution that would prevent foreclosure or to ensure that the potential transferee has the requisite experience and qualification to perform under the Lease. Lessee reserves the right to cure any default by Lessee to prevent foreclosure and may exercise any rights it may have to recover its costs from Lessee or to otherwise terminate Lessee's interest in this Lease. Lessee reserves the right to bid at any trustee's sale or other proceeding brought by any Leasehold Mortgagee to foreclose any Leasehold Mortgage.

Section 7.4 Notice to Leasehold Mortgagee. During any period in which a Leasehold Mortgage is in place, Lessor shall give each Leasehold Mortgagee at the address set forth in this Lease or at the last address of such Leasehold Mortgagee provided in a written notice to Lessor pursuant to the terms hereof, a duplicate copy of all notices of default or other notices that Lessor may give to or serve in writing upon Lessee pursuant to the terms of the Lease, at the same time as such notice is given to or served upon Lessee, provided that such notice shall be duly given when sent to the Leasehold Mortgagee at the notice address set forth herein (or the last address of such Leasehold Mortgagee provided in a written notice to Lessor pursuant to the terms hereof), by US Mail, certified or registered mail, return receipt requested, or by a recognized overnight commercial delivery service; and provided, further, that the failure of Lessor to send a copy of such notice to Leasehold Mortgagee shall not subject Lessor to any liability hereunder. The address of the Leasehold Mortgagee originally designated in the Leasehold Mortgage may be changed upon written notice delivered to Lessor.

Section 7.5 Right of Leasehold Mortgagee to Cure. Any Leasehold Mortgagee, at its option at any time within one hundred twenty (120) days, or such longer period as may be applicable as

provided below, following the expiration of the right of Lessee to cure any default under the Lease, may pay any amount or do any act or thing required of Lessee by the terms of the Lease. Payments made and acts performed by such Leasehold Mortgagee within such one hundred twenty (120) day period, or such longer period as may be applicable as provided below, shall be effective to prevent a termination of the rights of Lessee hereunder, if such payments and acts conform to the terms of such notice from Lessor or if, together with any performance by Lessee or any other person with any cure rights, they are sufficient, except as to timing, to exercise the Lessee's right to cure that so expired, but in order to prevent termination of the Lease, a Leasehold Mortgagee shall not be required to cure (A) default on obligations of Lessee to satisfy or otherwise discharge any lien, charge, or encumbrance against Lessee's interest in the Lease caused by a wrongful act of Lessee; or (B) defaults on obligations of Lessee under any indemnity provision in this Lease arising from acts or omissions of Lessee ; or (C) other past monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee (it being understood that the lack of funds of the Lessee or the Leasehold Mortgagee shall not excuse performance by Lessee or Leasehold Mortgagee); or (D) any default resulting from the acts or omissions of the Lessor ("Excluded Defaults"). For purposes of clarification and illustration, it is the intention of the parties hereto that Excluded Defaults shall include (but not as an exclusive list) claims, damages, liability and expenses, including personal injury and property damage arising or alleged to be arising from actions or inactions of Lessee such as failure to pay insurance premiums, allowing dangerous conditions to exist at the Land or failure to operate the Land in accordance with regulatory restrictions. Accordingly, in such event Leasehold Mortgagee shall not be required to cure such Excluded Defaults to avoid termination of the Lease, but Leasehold Mortgagee would be required to remediate, ameliorate, or eliminate such continuing conditions to Lessor's reasonable satisfaction to avoid such termination. If the default by Lessee is of such nature that it cannot practicably be cured without possession of the Land, then the one hundred twenty-day period set forth above shall be extended for so long as a Leasehold Mortgagee shall be proceeding with reasonable diligence to foreclose on the Lessee's interest or otherwise obtain possession of the Land for itself or a receiver.

Prior to the expiration of the cure rights of Leasehold Mortgagees and the Tax Credit Investor, Lessor shall not effect or cause any purported termination of the Lease nor take any action to deny Lessee or any sublessee possession, occupancy, or quiet enjoyment of the Land or any part thereof.

Without limiting the rights of Leasehold Mortgagees as stated above, and whether or not there shall be any notice of default hereunder, each Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of the Lease to pay all of the rent due hereunder, with all due interest and late charges, to procure any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Lessee hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of the Lease. Any Leasehold Mortgagee and its agents and contractors shall have full access to the Land for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Leasehold Mortgagee shall be as effective to prevent a termination of the Lease as the same would have been if done by Lessee.

Section 7.6 Right to New Lease. If this Lease terminates for any reason, including the rejection of this Lease in a bankruptcy proceeding, then Lessor shall give written notice of such fact to each Leasehold Mortgagee and Nonresidential Unit Owner, and if one or more Leasehold Mortgagees or Nonresidential Unit Owner gives written notice to Lessor within thirty (30) days following delivery of such notice of termination by Lessor, Lessor agrees in such case to enter into a new ground lease for

the Land (a "New Lease") with the most senior Leasehold Mortgagee or its affiliated designee providing such notice for the remainder of the term of this Lease (including any option terms) effective as of the date of such termination, or if no Leasehold Mortgagee gives such notice, then with Nonresidential Unit Owner if it timely gives such notice, at the rent and additional rent and upon the other terms, conditions, covenants and agreements contained in this Lease and with equal priority thereto, on the conditions set forth in this Article 7. Notwithstanding anything to the contrary contained herein, no termination of this Lease shall become effective until, and the lien of each Leasehold Mortgage on the Land shall remain effective until, either a New Lease has been made pursuant to this Article 7 or no Leasehold Mortgagee or Nonresidential Unit Owner has timely accepted (or caused to be accepted) a New Lease, upon the expiration of the 30-day period as set forth above. Upon entering into a New Lease, such Leasehold Mortgagee or Nonresidential Unit Owner or its affiliated designee shall cure any monetary default by Lessee hereunder, except Excluded Defaults.

The Lessee under the New Lease shall have the same right, title and interest in and to all Improvements and all obligations as Lessee had under the terminated Lease (other than with respect to Excluded Defaults) and the Lessor and the new Lessee shall execute and deliver any deed or other instrument and take such other action as may be reasonably necessary to confirm or assure such right, title, interest or obligations.

Nothing in this Article or the Lease shall be construed to imply that the Lease may be terminated by reason of rejection in any bankruptcy proceeding of the Lessee. The parties intend, for the protection of Leasehold Mortgagees, that any such rejection shall not cause a termination of the Lease.

If the Lessor shall, without termination of the Lease, evict the Lessee, or if the Lessee shall abandon the Land, then any reletting thereof shall be subject to the liens and rights of Leasehold Mortgagees, and in any event Lessor shall not relet the Land or any part thereof, other than renewal of occupancies of residential Lessees and leases or other occupancy agreements with new residential Lessees consistent with any covenants of record for low-income housing, without sixty (60) days' advance written notice to all Leasehold Mortgagees of the intended reletting and the terms thereof, and if any Leasehold Mortgagee shall, within thirty days of receipt of such notice, give notice to the Lessor of such Leasehold Mortgagee's intent to pursue proceedings to foreclose on the Land or otherwise cause the transfer thereof, then so long as the Leasehold Mortgagee shall diligently pursue such proceedings the Lessor shall not proceed with such reletting without the written consent of such Leasehold Mortgagee.

If a Leasehold Mortgagee shall elect to demand a New Lease under this Article and only in the event that such Leasehold Mortgagee is not recognized as a proper plaintiff, Lessor agrees, at the request of, on behalf of and at the expense of the Leasehold Mortgagee, to institute and pursue diligently to conclusion any appropriate legal remedy or remedies to oust or remove the original Lessee from the Land, and those sublessees actually occupying the Land, or any part thereof, as designated by the Leasehold Mortgagee, subject to the rights of non-defaulting residential Lessees in occupancy of apartment units at the Land. Leasehold Mortgagees shall cooperate with Lessor in connection with any such actions.

Nothing herein contained shall require any Leasehold Mortgagee to accept a New Lease.

Section 7.7 Limitation on Liability of Leasehold Mortgagee. No Leasehold Mortgagee shall be liable to Lessor unless it expressly assumes such liability in writing. In the event any Leasehold Mortgagee or other Transferee becomes the Lessee under the Lease or under any new lease obtained pursuant to this Article, the Leasehold Mortgagee or other Transferee shall not be liable for the obligations of the Lessee under the Lease that do not accrue during the period of time that the Leasehold Mortgagee or such other Transferee, as the case may be, remains the actual Lessee under the Lease or new lease, holding record title to the leasehold interest thereunder. In no event shall any Leasehold Mortgagee or other Transferee be (i) liable for the erection, completion or restoration of any improvements; (ii) liable for any condition of the Improvements that existed prior to the date of its acquisition of Lessee's interest in the Improvements, or for any damage, loss, or injury caused by such preexisting condition, or for the correction thereof or the compliance with any law related thereto; (iii) bound by any amendment of the Lease made without the prior written consent of the Leasehold Mortgagee; or (iv) liable for any act or omission of any prior lessee of any portion of the Improvements (including Lessee). Any liability of any Leasehold Mortgagee or other Transferee shall be limited to its interests in the leasehold and the Land and shall be enforceable solely against those interests.

Section 7.8 Estoppel Certificates; Non-disturbance Agreements. Lessor and Lessee agree that at any time and from time to time upon not less than twenty (20) days' prior written notice by the other party, or upon request from any Leasehold Mortgagee or a permitted assignee, Lessor or Lessee will execute, acknowledge and deliver to the other party or to such Leasehold Mortgagee a statement in writing certifying (a) that the Lease is unmodified and in full force and effect if such be the case or, if not, the extent to which the Lease has been modified; (b) the date through which the Rent has been paid; and (c) that, to the knowledge of the certifier (if such be the case), there is no default, set-off, defense or other claim against Lessor or Lessee, as applicable, other than those, if any, so specified under the provisions of the Lease or such statement. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Lessor, Lessee or any Leasehold Mortgagee, as the case may be, in the Lease or by any prospective Leasehold Mortgagee or assignee of any Leasehold Mortgage.

Section 7.9 Actions not Effective Without Leasehold Mortgagee Consent. No cancellation, surrender, or modification or amendment of the Lease, and no waiver of any of Lessee's rights thereunder, shall be effective as to any Leasehold Mortgagee unless consented to in writing by each Leasehold Mortgagee. No subordination of the Lessee's interest in the leasehold or the Land, or the rents or income therefrom, to any encumbrance or assignment granted by Lessor, and no joinder by Lessee in any such encumbrance or assignment, shall be valid without the express written consent of each Leasehold Mortgagee. No consent or waiver of any Lender as Leasehold Mortgagee shall be effective for purposes of the Lease unless it is made in writing.

Section 7.10 No Merger. Any acquisition of the fee interest in the Land by Lessee (or any fee interest in the Improvements by Lessor), or other event by which the leasehold estate hereunder or any part thereof and the fee interest in the Improvements shall come into common ownership, shall not cause a merger of the leasehold interest hereunder or the fee interest in the Improvements with the fee interest in Land, without the express written consent of each Leasehold Mortgagee. Any merger of fee and leasehold estates that may occur, whether voluntary or involuntary, in whole or in part, shall not result in termination of this Lease or extinguishment of any Leasehold Mortgage, in whole or in part, without the express written consent of each Leasehold Mortgagee.

Section 7.11 Bankruptcy of Lessor. If the Lease is rejected by Lessor or Lessor's trustee in bankruptcy following the bankruptcy of Lessor under the United States Bankruptcy Code (Title 11 U.S.C.), as now or hereafter in effect, Lessee shall not have the right to treat the Lease as terminated except with the prior written consent of all Leasehold Mortgagees, and the right to treat the Lease as terminated in such event shall be deemed assigned to each and every Leasehold Mortgagee whether or not specifically set forth in any such Leasehold Mortgage, so that the concurrence in writing of Lessee and each Leasehold Mortgagee shall be required as a condition to treating the Lease as terminated in connection with any such bankruptcy proceeding.

Section 7.12 Encumbrances by Lessor. Except as provided in Section 2.2.3, Lessor shall not encumber the fee interest in the Land, nor assign or encumber Lessor's interest in the Lease, unless the assignment or encumbrance is required or imposed by law or by its express terms is subject and subordinate to this Lease and the rights and interests of the Lessee and Leasehold Mortgagees hereunder.

Section 7.13 Registration of Leasehold Mortgagees. Lessee shall provide written notice to Lessor of the name and address of each Leasehold Mortgagee under this Lease.

Section 7.14 Rights of Investor and Notice. [REDACTED], together with its successors and assigns (the "Tax Credit Investor") shall have the same notice and cure rights as any Leasehold Mortgagee, which rights shall run concurrently with those of the Leasehold Mortgagee for so long as it is a limited partner of the Lessee. The initial addresses for any notices to Tax Credit Investor, as of the date hereof, are set forth in Section 19.11 of this Lease.

The initial addresses for notice to the Leasehold Mortgagees pursuant to this Article are set forth in Section 19.11 of the Lease.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

Section 8.1 Representations and Warranties of Lessor. As an inducement to Lessee to enter into and proceed under this Lease, Lessor warrants and represents to Lessee as follows, which warranties, representations and covenants are true and correct as of the date of this Lease and will be true and correct as of the Commencement Date, to the best knowledge of the Lessor:

8.1.1 The execution and delivery of this Lease and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to the Lessor or the Land by the Lessor have been or will be duly authorized by all necessary agency or other action, and the consummation of any such transactions with or on behalf of the Lessor will not constitute a breach or violation of, or a default under, the charter or by laws or other governing documents of the Lessor or any agreement by which Lessor, nor constitute a violation of any law, administrative regulation or court decree; and

8.1.2 Lessor has received no written notice and has no knowledge, nor has Lessor been otherwise advised, of any pending or threatened taking relating to all or any part of the Land.

8.1.3 There is no action, suit, litigation, or proceeding pending or, to the best of Lessor's knowledge, threatened against Lessor and/or the Land that could: (i) prevent or impair

Lessor's entry into this Lease or the performance of its obligations hereunder; or (ii) prevent or impair the Lessee's ability to construct, rehabilitate or develop the Project on the Land.

Section 8.2 Representations, Warranties and Covenants of Lessee. As an inducement to Lessor to enter into and to proceed under this Agreement, Lessee warrants and represents to Lessor as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

8.2.1 Lessee has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease; and

8.2.2 The entry by Lessee into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Lessee is a party or by which it is bound.

ARTICLE 9

EMINENT DOMAIN

Section 9.1 Total Condemnation. If the whole of the Land and the Improvements, (or such portion of the Land and Improvements as renders it infeasible, in Lessee's sole discretion, for Lessee to continue to operate and maintain the Land and Improvements), shall be appropriated or condemned under power of eminent domain during the Term, Lessee reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Lessee's Improvements on the Land and damages Lessee may sustain caused by such appropriation and taking of, or the injury to, Lessee's leasehold interest in the Land and ownership interest in the Improvements. Lessor shall be entitled to prosecute its claim for the fee interest in the Land, subject to this Lease and damages Lessor may sustain caused by such appropriation and taking of, or the injury to, Lessor's fee interest. In such event, this Lease shall terminate when Lessee can no longer use the Land in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur; but such termination of this Lease shall not preclude nor restrict Lessee's right to an award as herein before provided.

Section 9.2 Partial Condemnation. In the event that a part of the Land shall be taken or condemned under circumstances in which Lessee desires to continue this Lease, this Lease shall continue in full force and effect and shall terminate only as to that part of the Land so taken. In that event Lessee shall, at its own cost and expense, make all repairs to the buildings and Improvements on the Land affected by such taking or condemnation to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). Compensation available or paid to Lessor or Lessee upon such a partial taking or condemnation shall be paid (i) to Lessee to the extent that such compensation is attributable the taking of Lessee's leasehold interest in the Land and ownership interest in the Improvements, and (ii) to Nonresidential Unit Owner to the extent that such compensation is attributable the taking of the Nonresidential Unit, and any remainder shall be paid to Lessor.

Section 9.3 Temporary Taking. If there shall be a temporary taking with respect to all or any part of the Land or of Lessee's interest in this Lease, then the Term shall not be reduced and Lessee shall continue to pay in full all rents, and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Lessee shall not be required to perform such obligations that Lessee is prevented from performing by reason of such temporary taking.

Section 9.4 Joinder. If a Leasehold Mortgage exists, the Leasehold Mortgagees, to the extent permitted by law, shall be made parties to any taking proceeding and all rights of Lessee shall be subject to the terms of the Leasehold Mortgages.

ARTICLE 10

DAMAGE OR DESTRUCTION

Section 10.1 Damage or Destruction to Leased Land. Lessee shall give prompt written notice to Lessor after the occurrence of any material damage or destruction caused by fire, earthquake, act of God or other casualty to or in connection with the Land, the Improvements or any portion thereof (hereinafter sometimes referred to as a "Casualty"). Subject to Section 10.2 below, if during the Term the Improvements shall be materially damaged or destroyed by Casualty, Lessee shall, subject to the terms of the Leasehold Mortgages and the Condominium declaration, promptly and with all due diligence, apply for and collect all applicable insurance proceeds recoverable with respect to such casualty to fully repair or restore the Improvements. For purposes of the foregoing, "material damage" shall mean damage with a cost to repair of \$50,000 or more.

Section 10.2 Right to Terminate. In the event Lessee shall determine, subject to the rights of the Leasehold Mortgagees and subject to the terms of the Condominium declaration, by notice to Lessor given within thirty (30) days after receipt by Lessee of any such insurance proceeds, that it is not economically practical to restore the Improvements and/or the Land to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Lessee may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. However, notwithstanding anything to the contrary in the foregoing, Lessee shall not have the right to terminate this Lease pursuant to this Section 10.2 without Lessor's prior written consent, which may be withheld in Lessor's sole discretion, if there are, at the time of such Casualty or at the time Lessee desires to exercise such right of termination, any encumbrances on the fee interest of Lessor requested by Lessee (including, without limitation, any Extended Use Regulatory Agreement required under Section 42 of the Internal Revenue Code); provided that the Condominium regime shall not prohibit Lessee's termination of this Lease. If Lessee terminates this Lease pursuant to this Section 10.2, Lessee shall be responsible for and shall bear all costs of removing the remaining Improvements and debris from the Land and then surrendering possession of the Land to Lessor immediately.

Section 10.3 Damage or Destruction near the end of the Term. If, during the last ten (10) years of the Term, the Improvements shall be damaged by casualty, then Lessee shall have the option, to be exercised within one hundred twenty (120) days after such casualty:

10.3.1 To repair or restore the Improvements as provided in Section 10.1; or

10.3.2 Subject to the rights of Leasehold Mortgagees, to terminate this Lease by notice to Lessor, which termination shall be deemed to be effective as of a date not less than thirty (30)

days after the date such notice is received by Lessor. If Lessee terminates this Lease pursuant to this Section 10.3, Lessee shall surrender possession of the Land to Lessor upon the effective date of termination and assign to Lessor (or, if same has already been received by Lessee, pay to Lessor) all of its right, title and interest in and to the proceeds from Lessee's insurance upon the Land, subject to the prior rights of any Leasehold Mortgage therein, as referenced in Section 10.4 below.

Section 10.4 Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to this Article 10, the insurance proceeds received as the result of such casualty shall be distributed as follows: (a) if any Leasehold Mortgages are in place, to the Leasehold Mortgagee to the extent of any indebtedness then owed to such Leasehold Mortgagees; and (b) to Lessee or Lessor pursuant to Section 10.3.

Section 10.5 Obligations of the Condominium Association. Pursuant to Article 14 of the Lease, the obligations of Lessee pursuant to this Article may be performed by the Condominium Association. The Condominium Association shall not be required to carry out the obligations of the Lessee pursuant to this Article.

ARTICLE 11

EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Default By Lessee. Each of the following is a material default and breach of this Lease by Lessee:

11.1.1 Failure to make any required Rent or any other payment as and when due, if the failure continues for a period of ten (10) business days after written notice from Lessor.

11.1.2 Material breach of or failure to comply with any of the covenants or provisions of this Agreement, other than those described in Section 11.1.1, if the failure continues for a period of sixty (60) days after written notice from Lessor. If the nature of Lessee's default reasonably requires more than sixty (60) days for its cure, Lessee will not be in default if it commences to cure within the sixty (60) day period and thereafter diligently pursues its completion.

11.1.3 Failure to complete construction of and obtain a certificate of occupancy for the Improvements by the deadline provided in Section 2.2.4, unless an extension is consented to by Lessor, which consent shall not be unreasonably withheld.

11.1.4 Failure to operate the Improvements for the uses provided in Sections 1.3 and 17 for any reason other than occurrence of a casualty, condemnation, or *force majeure* for a period of one hundred twenty (120) or more consecutive calendar days, provided that if Housing Unit Owner or Nonresidential Unit Owner resumes operation of the Housing Unit or the Nonresidential Unit, respectively, according to the terms of this Lease within sixty (60) days after Lessor gives notice of default, the default shall be deemed cured.

Section 11.2 Remedies Upon Default By Lessee. If any material default or breach by Lessee occurs, Lessor may, subject in all respects to the provisions of this Lease with respect to Lessor's rights to cure defaults by Lessee, with respect to the rights of any Leasehold Mortgagees and with respect to the rights of any owner of the Nonresidential Unit, and subject further to the provisions of Section 11.3 and 11.5 of this Lease, do any or all of the following:

11.2.1 Except as set forth in Section 11.7, upon one hundred twenty (120) day's written notice to Lessee, terminate Lessee's right to possession of the Land, and this Lease shall terminate. Lessor may re-enter and take possession of and remove, at Lessee's costs and expense, all persons or property, and Lessee shall immediately surrender possession of the Land to Lessor.

11.2.2 Maintain Lessee's right to possession, and this Lease shall continue in force whether or not Lessee has abandoned the Land. Lessor shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due.

11.2.3 Pursue any other remedy available to Lessor under the law or equity. These remedies are not exclusive.

Notwithstanding any other provision herein, in the event Lessor exercises its remedies pursuant to Section 11.2.1 or 11.2.3 and terminates this Lease, Lessee may, within thirty (30) days following such termination reinstate this Lease for the balance of the term, by paying to Lessor an amount equal to the actual damages incurred by Lessor as a result of such breach and payment of any actual costs or expenses incurred by Lessor, including reasonable attorneys' fees and disbursements, as a result of such breach or reinstatement of this Lease.

Further notwithstanding anything to contrary herein, Lessor agrees that it will take no action to effect a termination of this Lease by reason of any breach or default by Lessee under this Lease at any time that Lessee or any affiliate of LIHI is the general partner of the Lessee without first giving to the Tax Credit Investor reasonable time, not to exceed one hundred twenty (120) days, to replace the Lessee's general partner and/or to admit an additional general partner of the Lessee and cause such new general partner to cure the breach or default hereunder, provided, however, that as a condition of such forbearance, Lessor must receive notice from the Tax Credit Investor of the substitution of a new general partner of the Lessee within sixty (60) days following receipt of Lessor's notice of the breach or default, and Lessee, following such substitution of general partner, shall thereupon proceed with reasonable diligence to cure such breach or default.

Section 11.3 Severance of Defaults. At such time as the Land is submitted to the Washington Common Interest Ownership Act, the Nonresidential Unit is conveyed to Nonresidential Unit Owner and the Lease is partially assigned pursuant to Section 15.2, no further act or failure to act by a Unit Owner shall constitute a default under this Lease except as to the defaulting Unit Owner and therefore if the default is the result of an act or omission of a particular Unit Owner, no other Unit Owner shall be considered in default under this Lease so long as such other Unit Owner complies with the terms of this Lease. In no event shall Housing Unit Owner have any obligation, liability, or responsibility for anything relative to the Nonresidential Unit or any obligation of Nonresidential Unit Owner with respect to Nonresidential Unit Owner's interest in this Lease, including, without limitation, taxes, insurance, and utilities.

Section 11.4 Default by Lessor. Lessor shall be in default of this Lease if it fails to perform any material provision of this Lease that it is obligated to perform or if any of Lessor's representations or warranties is untrue in any material respect and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given to Lessor. If the default cannot reasonably be cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within such thirty-day period and thereafter diligently pursues its completion.

Section 11.5 Remedies Upon Default by Lessor. Lessee may upon Lessor's default pursue any remedy available to Lessee under the law or equity.

Section 11.6 Notice of Default and Right to Cure by Owner of the Nonresidential Unit. The Nonresidential Unit Owner shall have the right to cure any default of the Housing Unit Owner under this Lease as to such defaulting party's interest and Nonresidential Unit Owner shall have the right to reinstate this Lease for the balance of the Term pursuant to Section 11.2. Lessor shall deliver written notice of any default of Lessee under this Lease to the owner of the Nonresidential Unit at the address provided in writing by the Lessee. The owner of the Nonresidential Unit shall have the same time periods to effect a cure of such default as provided to the Lessee in Section 11.1.

Section 11.7 Reversion. Upon expiration of the Term of this Lease or earlier termination or cancellation of this Lease with respect to all of the units of the Condominium and subject to Article 7, the Land shall revert to and become the sole property of Lessor and all rights of the Unit Owners in their respective units shall terminate. Upon expiration of the Term of this Lease or earlier termination or cancellation of this Lease with respect to less than all of units of the Condominium and subject to Article 7, the defaulting Unit Owner's unit of the Condominium shall revert to and become the sole property of Lessor and all rights of the defaulting Unit Owner in such unit shall terminate. In such event, Lessor shall not terminate this Lease and Lessor shall become the successor owner of the defaulting Unit Owner's unit in the Condominium.

ARTICLE 12

QUIET ENJOYMENT AND POSSESSION, INSPECTIONS

Lessor covenants and warrants that Lessee, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Land during the Term, subject only to the provisions of this Lease, Lessor's reserve use and rights provided in Section 2.2.3, and all applicable laws, ordinances and regulations.

ARTICLE 13

VACATION OF LEASED LAND

Lessee covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Lessee will peaceably and quietly yield and surrender possession of the Land to Lessor. An action of forcible detainer shall lie if Lessee holds over after a demand for possession is made by Lessor.

ARTICLE 14

PERFORMANCE BY CONDOMINIUM ASSOCIATION

Any act required to be performed by Lessee pursuant to the terms of this Lease may be performed by the Condominium Association and shall be acceptable as Lessee's act by Lessor.

ARTICLE 15

TRANSFERS

Section 15.1 Permitted Transfer by Lessee. Except as otherwise provided in this Article 15 and subject to all statutory and regulatory requirements applicable to this leasehold, Lessee shall have no right to transfer any legal or beneficial interest in Lessee's estate hereunder without Lessor's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessor consents to: (i) the conveyance of the Nonresidential Unit to a Nonresidential Unit Owner, subject to Lessor's written approval of the conveyance documents, which approval shall not be unreasonably withheld, conditioned, or delayed; (ii) a transfer by Lessee to any Leasehold Mortgagee in compliance with Article 7 hereof, and to an assignment or other transfer by any Leasehold Mortgagee to a third party purchaser following a foreclosure sale or acceptance by the Leasehold Mortgagee or its designee of a deed-in-lieu of foreclosure; (iii) any residential leases or rentals by Lessee to households qualifying as described in Section 1.3 for residential dwellings to be constructed as part of the Improvements and any lease of a portion of the Nonresidential Unit by Nonresidential Unit Owner pursuant to Section 1.3; (iv) any transfer of a partnership interest in the Lessee, including syndication by Tax Credit Investor (which includes the transfer, sale or assignment of limited partnership interests in Borrower to any entity in which the Tax Credit Investor or an affiliate thereof, has an ownership interest, directly or indirectly, and manages directly or indirectly the affairs of such entity); (v) any transfer of a partnership interest in Housing Unit Owner that occurs in connection with the exercise of general partner removal rights by the Tax Credit Investor; and (vi) any transfer of the Housing Unit to LIHI or an affiliate at the end of the initial fifteen year tax credit compliance period or pursuant to any repurchase right or option granted under the amended and restated partnership agreement of Lessee. Furthermore, notwithstanding the foregoing, following completion of construction of the Improvements, Lessor acknowledges that Lessor's consent shall not be required for an internal reorganization of the corporate structure of the sole member of the general partner of Lessee.

Upon the granting of any consent (deemed or otherwise) by Lessor with respect to a transfer by Lessee, this Lease shall be binding upon the assignee, Leasehold Mortgagees and other transferees.

Section 15.2 Assignment. Conveyance of all or any part of an interest in a unit in the Condominium by Lessee shall constitute an assignment to the transferee of all or the appropriate part of Lessee's interest in the Land, equal to Lessee's allocation of undivided interest in the common elements of the Condominium, even if no instrument of assignment is executed. Acceptance of a deed to a unit by a unit purchaser shall be deemed to constitute acceptance of such assignment and no separate instrument shall be required. Upon such conveyance, this Lease shall be construed as a separate lease between Lessor and such new Unit Owner, subject to modification and termination without affecting the remainder of the Land. Upon conveyance of an interest in a unit by Lessee and the assignment by Lessee of its entire interest under this Lease with respect to a unit, Lessee shall be released from further liability under this Lease with respect to such unit.

ARTICLE 16

GENERAL INDEMNIFICATIONS

Section 16.1 Indemnifications

16.1.1 By Lessor. Subject to the Washington Tort Claims Act and the Washington Constitution, Lessor agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Lessee) the Lessee, its partners, its officers, commissioners, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements,

enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys fees and expenses), arising directly or indirectly out of the performance of, or arising from or relating to Lessor's obligations under this Lease or otherwise caused by Lessor, its affiliates, directors, agents or employees.

These indemnities shall survive the termination of the Lease.

16.1.2 By Lessee. Notwithstanding any other provision of this Lease, the Lessee hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Lessor) the Lessor, its officers, commissioners, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys fees and expenses), arising directly or indirectly out of the performance of, or arising from or relating to Lessee's obligations under, this Lease or the construction or operation of the Improvements. In addition, if any contractor or subcontractor which performed any construction work for the Lessee or the Lessee's affiliates on the Improvements shall assert any claim against the Lessor on account of any damage alleged to have been caused by the Lessee or the Lessee's affiliates, their members, partners, officers, commissioners, directors, affiliates (other than Lessor), agents or employees, or their construction contractors, the Lessee shall defend at its own expense any suit based upon such claim; and if any judgment or claim against the Lessor shall be allowed, the Lessee shall pay or cause to be paid or satisfied such judgment or claim and pay all costs and expenses in connection therewith.

These indemnities shall survive the termination or expiration of the Lease.

ARTICLE 17

MANAGEMENT AND OPERATION

Section 17.1 Generally. Lessee shall at all times manage and operate the Land, Improvements, and Project for the purposes set forth in Section 1.3, including but not limited to, managing the multifamily dwelling units to be affordable in households with incomes that meet the limits provided in that Section. At the time of initial occupancy and up until the Project is one hundred percent (100%) occupied, the average household income of all resident households at the time of qualification will not exceed sixty percent (60%) of Kitsap County AMI. The intent of the residential affordability requirements is to allow for the inclusion of some units affordable to households with incomes of up to eighty percent (80%) of Kitsap County AMI when offset by units affordable to households at lower income levels, in compliance with income averaging provisions under Low Income Housing Tax Credit LIHTC guidelines as administered by WSHFC. For purposes of this Lease, compliance with the requirements of WSHFC with respect to leasing, rents, and income certification, shall be deemed compliance with this Lease.

Section 17.2 All Dwelling Units to be Leased or Rented to Eligible Households. Lessee shall lease or rent all ninety (90) dwelling units in the Housing Unit to eligible households of one or more adults and their dependents with a total household income at the time of qualification for initial occupancy that does not exceed the income limitations set forth in Sections 1.3 and 17.1. The monthly rent for each dwelling unit shall not exceed the maximum monthly rental amount (inclusive of any utility charges and parking charges) by number of bedrooms established by the Washington Housing Trust Fund for Kitsap County households having household incomes that do not exceed the said

income levels. The monthly rental amount may be adjusted for each specific tenant no more than once every twelve (12) months, and in no event within the first twelve (12) months of occupancy. If, at any time, Lessee is unable to lease or rent any dwelling unit to an eligible household, the unit shall remain vacant until an eligible household is found and a lease or rental agreement is entered into.

Section 17.3 Certification of Eligibility. Prior to allowing any household to occupy any dwelling unit, Lessee shall require the prospective tenant to complete a Certificate of Household Eligibility that shall be substantially in the form attached as Attachment C, or a form that is acceptable to WSHFC (the “Tenant Certificate”). Lessee shall also undertake a good faith effort to verify the prospective tenant’s household income as reported on the completed Tenant Certificate. Lessee shall, at a minimum, request copies of and review the prospective tenant’s federal income tax returns and may consider other information if the tax returns are not available or if otherwise reasonably necessary to verify the reported income.

Section 17.4 Annual Recertification of Tenants. On an annual basis, Lessee shall require all households occupying the dwelling units to complete an updated Tenant Certificate and return the same to Lessee. Lessee shall also undertake a good faith effort to verify the prospective tenant’s household income as reported on the updated Tenant Certificate. Lessee shall, at a minimum, request copies of and review the prospective tenant’s federal income tax returns and may consider other information if the tax returns are not available or if otherwise reasonably necessary to verify the reported income. If, at the time of the annual recertification, a household’s income has increased to more than sixty percent (60%) of the then-applicable Kitsap County AMI, the household will remain eligible as long as household income does not exceed one hundred forty percent (140%) of Kitsap County AMI. If a tenant’s household income exceeds this maximum recertification level, then the tenant may either vacate the dwelling unit voluntarily or Lessee must inform the tenant that the tenant’s lease will not be renewed and Lessee must re-lease or re-rent the dwelling unit to an eligible household meeting the required income level.

Section 17.5 Lease Provisions Regarding Certification and Eligibility. All leases and rental agreements for the dwelling units shall contain provisions whereby tenants agree to provide an updated Tenant Certificate on an annual basis, together with information deemed necessary by Lessee to verify income. All leases and rental agreements shall provide that the tenant agrees that the household income and other eligibility requirements are substantial and material obligations of the tenancy, and that misrepresentation in the Tenant Certificate is a material breach of the lease or rental agreement, entitling Lessee to terminate the lease or rental agreement for the dwelling unit.

Section 17.6 Prohibition on Sublease. All leases and rental agreements shall prohibit the sublease or subrental of any dwelling unit. The lease or rental agreement shall provide that if a tenant violates this provision, Lessee may terminate the lease or rental agreement and the sublease or subrental, and the tenant shall be required to pay Lessee an amount equal to the difference, if any, between the rent paid by the subtenant and the affordable rent established under the lease or rental agreement.

Section 17.7 Noninterference by Lessor. It is the sole responsibility of Lessee to screen and select tenants for income eligibility, desirability, and credit worthiness. Except as restricted in this Lease, selection of tenants and the management of the leases and rental agreements, including but not limited to, termination of tenants for violation of rules of conduct, is within the sole discretion and authority of Lessee. Tenants shall have no right to appeal Lessee’s decisions to Lessor and Lessor

shall have no authority over and shall not interfere with decisions by Lessee. If written management policies exist or will exist for the Project in the future, Lessee shall provide a copy of such policies to Lessor upon request, and Lessor may require changes in such policies to the extent changes are necessary to comply with the requirements of this Lease.

Section 17.8 Landlord and Tenant. Lessee shall have all rights that a landlord may have under the Washington Residential Landlord-Tenant Act, chapter 59.18 RCW, as the same now exists or as hereafter amended, including but not limited to, the right to terminate leases and rental agreements for nonpayment of rent, exceeding occupancy standards, or violating reasonable tenant rules of conduct. Nothing in this Lease requires Lessee to refrain from exercising its rights under the Residential Landlord-Tenant Act.

Section 17.9 Section 8 Certificate Holders. Lessee shall accept as tenants for dwelling units, on the same basis as all other prospective tenants, eligible households who are recipients of Federal certificates for rent subsidies pursuant to a program established under Section 8 of the United States Housing Act of 1937, as amended. Lessee shall not apply or permit the application of management policies which have the effect of precluding occupancy of dwelling units by holders of Section 8 certificates or otherwise discriminating against such certificate holders.

Section 17.10 Management and Operations Plan for Nonresidential Unit. The Nonresidential Unit Owner shall operate the Nonresidential Unit in compliance with a Management and Operations Plan ("MOP") approved by Lessor, which approval shall not be unreasonably withheld. The MOP shall address management, leasing, use, and operation of the Nonresidential Unit. The MOP shall be submitted to Lessor prior to conveyance of any interest in the Nonresidential Unit to Nonresidential Unit Owner. The MOP may be updated from time-to-time by giving Lessor sixty (60) days' written notice to review the update. Lessor's approval of the updated MOP will not be unreasonably withheld, conditioned or delayed. Lessor shall review the MOP and any updates solely for the purpose of ensuring compliance with the terms and conditions of this lease and the ordinances and regulations of the City of Bainbridge Island.

ARTICLE 18

REPORTING, INSPECTIONS, AND ACCESS TO RECORDS

Section 18.1 Inspections. In addition to any inspections required in the normal course of permitting and construction, Lessee shall permit Lessor, its agents and employees, subject to the privacy rights of tenants, to enter the building and the Land at reasonable hours for the purpose of inspecting the same in order to determine compliance with the terms, covenants and conditions of this Lease. Lessee's permission shall not constitute any indemnity nor create any liability concerning claims or causes of action by tenants related to such entering or inspection.

Section 18.2 Records. Lessee shall maintain complete and accurate records pertaining to the dwelling units and the tenants, including records regarding the operation, repair, and maintenance of the dwelling units, all leases and rental agreements, and the Certificates of Eligibility and income information of all eligible households to which the dwelling units are leased or rented. Lessee shall make such records available to the City for inspection upon request, provided, that in order to maintain the privacy of the eligible households, Lessee shall provide income information on an anonymized basis. Nonresidential Unit Owner shall also maintain complete and accurate records regarding the

operation, repair, and maintenance of the Nonresidential Unit. Lessee and Nonresidential Unit Owner shall permit Lessor, its agents and employees, to inspect all records related to operation, repair, and maintenance of the Housing Unit and the Nonresidential Unit as may be compiled or maintained by Lessee for purposes of Lessee's operations under this Lease. Lessor shall have the right to inspect such records maintained on the Land or elsewhere upon reasonable advance notice to Lessee. The purpose of such inspection shall be solely to determine whether Lessee and the Nonresidential Unit Owner are in full compliance with the terms of this Lease.

ARTICLE 19

MISCELLANEOUS PROVISIONS

Section 19.1 Entire Agreement, Modifications. This Lease, including all Attachments hereto, supersedes all prior discussions and agreements between the parties with respect to the leasing of the Land. This Lease contains the sole and entire understanding between the parties with respect to the leasing of the Land pursuant to this Lease, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties, if any, are merged into this Lease. This Lease, including all Attachments hereto, shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the Parties in the same manner as this Lease, including all Attachments hereto, is executed and to which each Leasehold Mortgagee has consented in writing. Minor amendments to the Master Development Plan, to the MOP for the Nonresidential Unit, or to the dates set forth in this Lease may be approved on behalf of Lessor by Lessor's City Manager or their designee. As used herein, the term "minor amendment" means an amendment that does not significantly alter or delete any of the elements of the Improvements described in the Master Development Plan attached as Attachment B and which does not significantly delay construction of the Improvements or the provision of the affordable housing units or nonresidential facilities which are the subject of this Lease. Major amendments to this Lease must be approved by Lessor's City Council in order to be binding upon Lessor.

Section 19.2 Governing Law and Choice of Venue. This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Washington. Any legal action to enforce the terms of this Lease shall be brought in Kitsap County, Washington. The prevailing party in such action shall be entitled to its attorney's fees and costs.

Section 19.3 Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

Section 19.4 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

Section 19.5 Further Assurances. From and after the date of this Lease, Lessor and Lessee, at the request of the other party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done

all such other things that either party may reasonably require in order to effectuate the provisions and the intention of this Lease.

Section 19.6 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

Section 19.7 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Section 19.8 Attachments. Each and every Attachment referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Attachment were set forth in full at length every time it is referred to and other-wise mentioned.

Section 19.9 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

Section 19.10 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 19.11 Notices. All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express, or another recognized, reputable overnight courier service, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Lessor: City of Bainbridge Island
 280 Madison Ave. N
 Bainbridge Island, WA 98110
 Attn: City Manager

With a copy to: Bainbridge Island City Attorney

280 Madison Ave. N
Bainbridge Island, WA 98110
Attn: City Attorney

To Lessee: [NAME]
c/o Low Income Housing Institute
1253 S. Jackson St. Ste. A
Seattle, WA 98144

With a Copy to: Stoel Rives, LLP
600 University St., Ste. 3600
Seattle, WA 98101
Attn: Sallie Lin

To Tax Credit
Investor:

With a Copy to:

For so long as the Tax Credit Investor is a limited partner of Lessee, a copy of all notices to the Lessee shall also be delivered to the Tax Credit Investor at the address set forth in Section 7.13.

Section 19.12 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

Section 19.13 Time of Essence. Time is and shall be of the essence in this Lease.

Section 19.14 Recording of Lease. This Lease shall be recorded at Lessee's expense.

Section 19.15 No Third-Party Beneficiaries. Except to the extent expressly provided in this Lease, this Lease is not intended to confer upon any person other than the parties to this Lease any rights or remedies under this Lease.

Section 19.16. Unit Owners to Attempt to Resolve Disputes. In the event Lessor declares an alleged breach by a Unit Owner of such Unit Owner's obligations under the Lease (a "Unit Owner Lease Default"), then, if requested by Lessor as provided in the Condominium Documents, the Condominium Association will participate in joint communications among Lessor, the allegedly defaulting Unit Owner, and the Condominium Association to attempt to arrive at a mutually acceptable resolution to the alleged Unit Owner Lease Default. The Unit Owners, as the members of the Condominium Association, hereby acknowledge and agree to act in accordance with the foregoing provision. Failure of the Condominium Association or the allegedly defaulting Unit Owner to

participate in such joint communications as set forth herein or the failure to reach a resolution of such alleged Unit Owner Lease Default shall not, in and of itself, constitute a default under the Lease.

In the event Lessor declares an alleged breach under the Lease which is not attributable to a particular Unit Owner or which is attributable to the Condominium Association (a "Condominium Lease Default"), then, if requested by the Condominium Association as provided in the Condominium Documents, each of the Unit Owners will participate in joint communications among Lessor, the Condominium Association, and Unit Owners to attempt to arrive at a mutually acceptable resolution to the alleged Condominium Lease Default. The Unit Owners, as the members of the Condominium Association, hereby acknowledge and agree to act in accordance with the foregoing provision. Failure of the Condominium Association or the Unit Owners to participate in such joint communications as set forth herein or the failure to reach a resolution of such alleged Condominium Lease Default shall not, in and of itself, constitute a default under the Lease.

Section 19.17 Nondiscrimination.

19.17.1 Fair Housing. Lessee agrees to and shall comply with all Federal, State and local laws and ordinances, including without limitation fair housing laws prohibiting discrimination with regard to age, sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

19.17.2 Equal Employment Opportunity. Lessee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Bainbridge Island, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

Section 19.18 Audits and Reports. In addition to the reports required by Section 18, Lessee will furnish the following reports to Lessor:

19.18.1 For the Housing Unit, annually:

19.18.1.1 Complete, certified rent roll with personally identifying information redacted such as Lessee last names, showing income levels, recertification dates and rents for all households who occupied units throughout the year, demonstrating compliance with the terms of the lease and affordability requirements set forth in the Master Development Plan attached as Attachment B.

19.18.1.2 Audited financials for Lessee (including operating statement including calculation of net cash flow, financial statement or audit and an account of expenditures and remaining fund balances).

19.18.1.3 Current certificates of insurance.

19.18.1.4 Narrative statement describing any activities undertaken under the lease (e.g. material capital repairs, material capital replacements, substantial improvements undertaken, insurance claims, litigation, fair housing and neighborhood complaints and their

outcomes, and to the extent there are any changes to policies and procedures such as marketing materials showing approach to affirmative marketing, changes to management plan and Lessee service charges). As used in this subsection, a “material capital repair,” “material capital replacement,” or “substantial improvement” is a repair, replacement, or improvement for which the cost equals or exceeds \$50,000.00.

19.18.1.5 These reports shall be furnished to the Lessor by June 30 annually.

19.18.1.6 Such reports may be in the form of periodic reports prepared for funding or regulatory agencies regarding the operation and financial condition of the Housing Unit if the information specified in 19.18.1.1 through 19.18.1.4 is contained in one or more of these reports. These periodic reports include those prepared for the WSHFC.

19.18.2 Quarterly, until construction of the initial planned improvements are complete:

19.18.2.1 Regular monitoring reports, in a form and with content specified by Lessor, demonstrating compliance with the terms of the lease set forth in the Master Development Plan attached as Attachment B. Upon commencement of lease up of dwelling units in the Housing Unit and through the end of the lease-up of such dwellings, the Housing Unit Owner shall provide within twenty-five (25) days after the end of each calendar month: (i) a rent roll (with names redacted) reflecting units leased as of the end of such month, rental rates payable under such leases, and (ii) Housing Unit Owner internally prepared financial statements (income statement and balance sheet).

19.18.3 Lessee and its Sublessees shall prepare and maintain in good order, accurate and up-to-date records demonstrating compliance with the terms of this Lease and documenting the operation of the building, shall retain records for the duration of the lease term plus six years, or if subject to audit findings, six years after such finding have been resolved, whichever is longer and shall make all such records available for inspection and copying promptly upon Lessor’s request.

Signatures appear on following page

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts on the day and year first above written.

LESSOR:

Date:_____

CITY OF BAINBRIDGE ISLAND, a Washington

City Manager Blair King

LESSEE

Date:_____

[LIHI ENTITY]

By:_____

Title:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Blair King is the person who appeared before me and said person acknowledged that they were authorized to execute this instrument and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that said person was authorized to execute this instrument and acknowledged it as the _____ of _____ Low Income Housing Institute (LIHI), which is the sole member of [General Partner], which is the general partner of [LIHI ENTITY], to be the free and voluntary act of such limited liability limited partnership for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My Appointment Expires: _____

ATTACHMENT A TO GROUND LEASE

LEGAL DESCRIPTION OF LAND

PARCEL A PARCEL NO. 262502-3-100-2008

PARCEL A LEGAL DESCRIPTION

PT OF GOVT LOT 3 DAF, THE N 100FT OF FOLG START AT NE COR OF GOVT LOT 3 TH N89*29'30W 758.52FT TH S0*30'30W 30FT TO TPOB TH S0*30'30W 206.53FT TH N52*50'W 74.80FT TH N0*30'30E 161.86FT TH S89* 29'30E 60FT TO TPOB ALSO BEG AT NE COR OF GOVT LOT 3 TH N89*20'30W 818.52FT TH S0*30'30W 30FT TO TPOB TH N89*29'30W TO ELY MGN OF OLYMPIC DR TH SELY ALG ELY MGN TO PT WH IS S0*30'30W OF POB TH N0* 30'30E TO TPOB PAR 2 PT OF GOVT LOT 3 DAF BAAP N89*29'30W 571FT FR NE COR OF SD GOVT LOT 3 TH S0*30'30W 30FT TH N89*29'30W 48.92FT TO TPOB TH S0*30'30W ALG W LN OF THE MILLER TR 126FT TH N89* 29'30W 97.77FT M/L TO NW COR OF TR CNVYD TO HOWIE BY DEED RECD UND A F NO 653194 TH S0*30'30E ALG W LN OF HOWIE TR 112.35FT TH N52*51'45W ALG ELY LN OF OLYMPIC WAY 30FT M/L TO SE COR OF TR SOLD TO P J CLIFTON AND CONTR RECD A F NO 648726 TH N0*30'30E 206. 53FT TO S LN OF WINSLOW WAY TH S89*29' 30E ALG S LN OF WINSLOW WAY 138.60FT M/L TO TPOB.

PARCEL B PARCEL NO. 262502-3-101-2007

PARCEL B LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3; THENCE NORTH 89*29'30" WEST 758.52 FEET; THENCE SOUTH 0*30'30" WEST 30 FEET TO TRUE POINT OF BEGINNING; THENCE SOUTH 0*30'30" WEST 206.53 FEET; THENCE NORTH 52*50' WEST 74.80 FEET; THENCE NORTH 0*30'30" EAST 161.86 FEET; THENCE SOUTH 89*29'30" EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 100 FEET THEREOF.

ATTACHMENT B TO GROUND LEASE

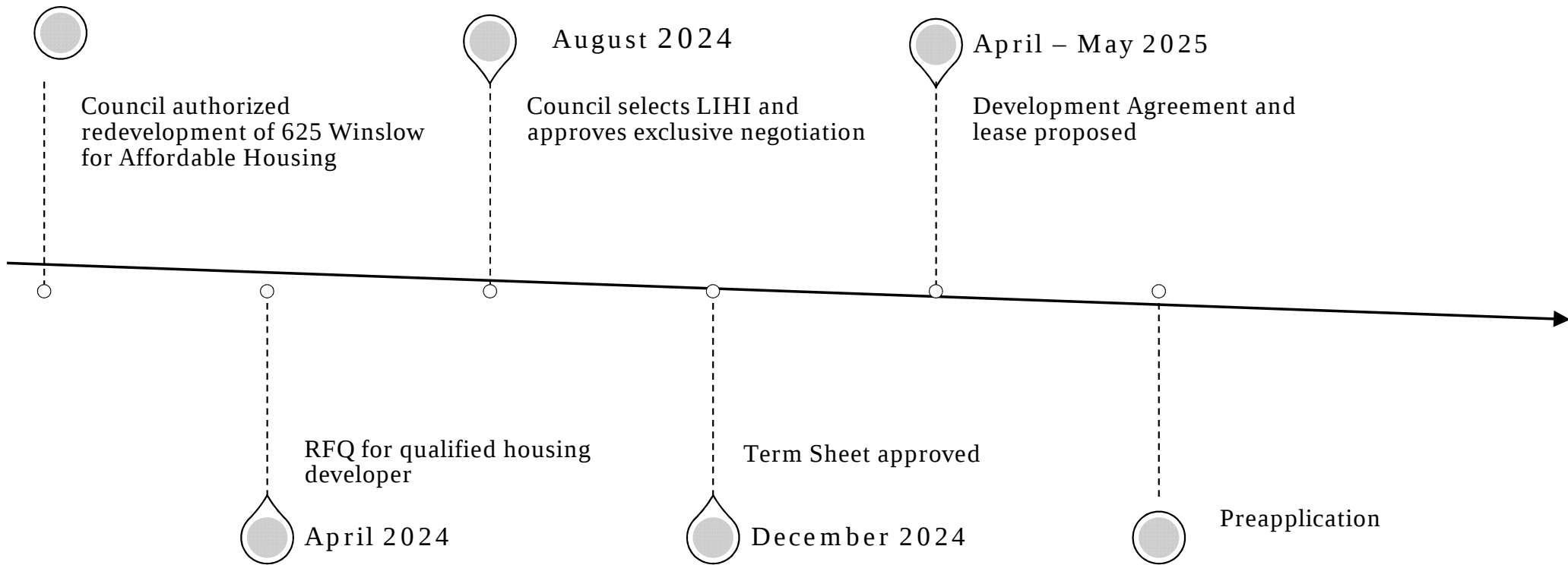
MASTER DEVELOPMENT PLAN

ATTACHMENT C TO GROUND LEASE

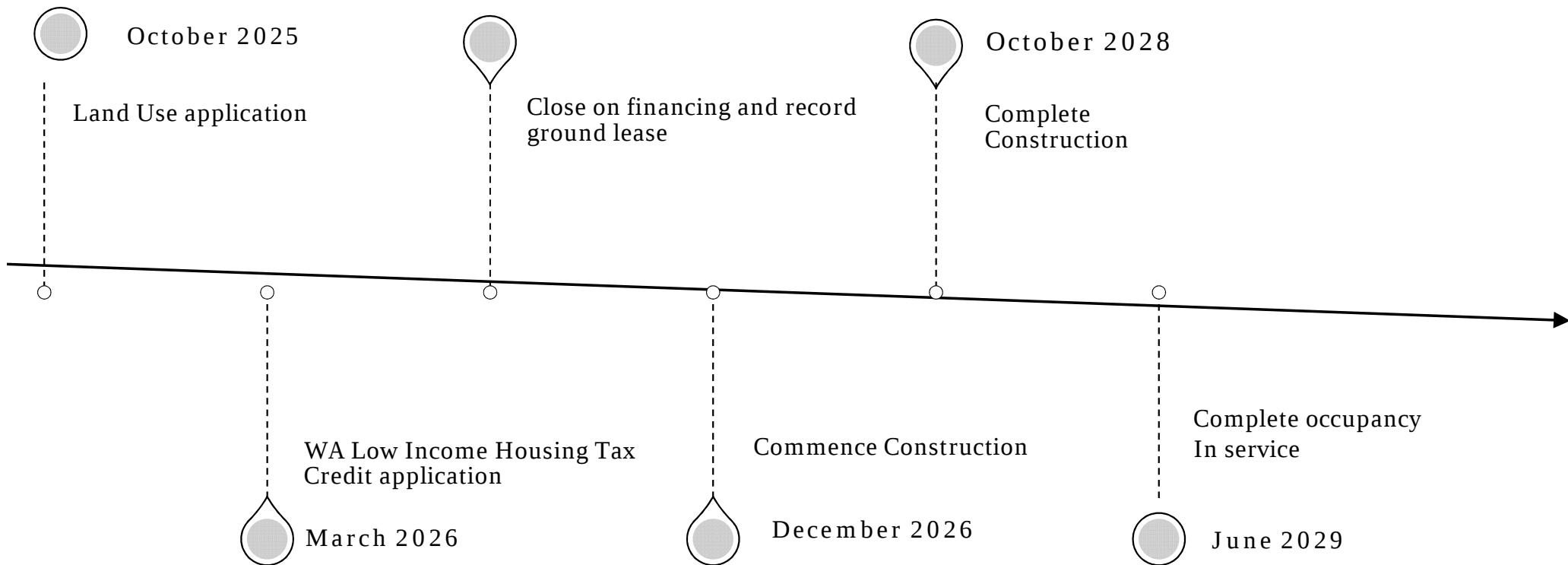
CERTIFICATE OF ELIGIBILITY

625 Winslow Way

Project Roadmap



Project Roadmap



Development Agreement — a contract between the city and LIHI

- City will provide land and \$3 million in financial support
- LIHI will secure financing, construct, and operate an approximately 90-unit housing development that will be affordable on average to people at 60% Kitsap County income based on family size.
- The Development Agreement includes long term ground lease as attachment
- The Development Agreement survives until the Ground Lease is executed, once financing is secured.

- The project is approximately 90 affordable housing units; ground floor community; recreational or commercial space; parking; and public plazas
- Three years to secure all financing
- Up to a \$1,000,000 in predevelopment costs
- Ground Lease terms

The Development Agreement is needed to provide the assurance to prepare full design and seek funding.



City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:55 PM) Receive Monthly Update on Comprehensive Plan and Winslow Subarea Plan and Provide Policy Direction on the Affordable Housing Overlay Zone Concept for the Winslow Subarea -Planning,

SUMMARY: The Planning Commission has been making steady progress discussing future zoning boundaries in the Winslow Subarea. They have completed their preliminary discussion of mixed use floor area ratio (FAR) zoning boundaries, and on April 10, 2025, began discussing the residential areas outside of the mixed use downtown. Outstanding work for the Planning Commission is recommendations of development standards to apply to the proposed zoning districts, e.g., FAR, building height, etc.

Affordable Housing Overlay Zone

An affordable housing overlay zone is a form of voluntary bonus density that provides developers with tools to encourage the development of affordable housing. The amount of the density bonus can be set on a sliding scale, based upon the percentage of affordable units at each income level. Additional incentives such as setback and parking reductions or building height increases can be layered on as well.

In order to pursue the concept of an affordable housing overlay zone, City staff and consultants need to study possible bonus density levels and affordability percentage requirements to ensure a program that is adopted can be reasonably certain to be utilized in the near future. Professional analysis is required to develop and test assumptions such that a capacity analysis can be produced that meets statutory requirements for the Comprehensive Plan periodic update.

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to direct the City Manager to produce a technical analysis for an Affordable Housing Overlay Zone for the Winslow Subarea so that educated assumptions can be developed to prospectively calculate land capacity to accommodate affordable housing targets, and I move to approve a budget adjustment to support this additional work in an amount not to exceed forty-two thousand (\$42,000) dollars.

COMMUNITY ENGAGEMENT AND OUTREACH:

Ongoing regular monthly updates with City Council; two-three or more Planning Commission meetings every month

FISCAL IMPACT:

Amount:	Not To Exceed \$42,000
Ongoing Cost:	
One-Time Cost:	

Included in Current Budget?	false
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BACKGROUND: Increasing the supply of affordable housing has been identified as a need by the City Council for nearly a decade. There are many tools and strategies identified that can assist in meeting this need, many of which are identified in the adopted Housing Action Plan. An additional tool that has not yet been considered is an Affordable Housing Overlay Zone (AHOZ), which the Municipal Research Service Center identified as a relatively new approach, similar to California's Density Bonus Law. An AHOZ would be an additional zoning layer over base zoning designations that encourages the production of affordable housing units by providing incentives to developers who include affordable housing in their projects, such as density bonuses, reduced parking requirements, reduced height standards, etc.

To qualify, developers must meet baseline affordability qualifications which can be set by local jurisdictions. Exact requirements would need to be set with input from local developers to ensure the amount of incentive is proportional and feasible given typical development costs associated with construction on Bainbridge Island. Unlike inclusionary zoning, which mandates actual construction of affordable housing (or possibly payment in the form of an in-lieu fee), AHOZs are based on incentives, offering key concessions to affordable housing developers in exchange for producing affordable housing. Additional study is recommended to ensure the AHOZ parameters are appropriately tailored to local conditions.

A policy consideration for the City Council with respect to a City AHOZ include:

The City's current Housing Design Demonstration Program (HDDP,) as codified in BIMC 2.16.020.S, is similar to AHOZ style programs including the California Bonus Density Law by offering bonus density and relief from some development standards in exchange for providing affordable housing. The HDDP program was created in 2009, applies only in the Winslow Subarea and its sewer service area, and has been amended and extended several times since then. The program has been amended to promote affordable housing by requiring a development to include 50% affordable housing units in order to qualify. Once Winslow Subarea Plan zoning changes are known through that project update, City staff had been planning to revisit the HDDP program to determine if it should remain in place, and if so, what updates would be necessary.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:15 PM) Consider Ordinance No. 2025-13 Relating to Unlisted Land Uses - Planning,

SUMMARY: At the March 25 Regular Council meeting, the Council voted to consider this item at its April 22, 2025, meeting.

During their April 9, 2024, regular business meeting, City Council discussed the desire to update code regarding unlisted uses. Specifically, staff was directed to prepare code updates that provided for an updated process for permit applicants who propose uses that do not appear as a use in the zoning use table.

Land uses that are listed in code are subject to the permitting process adopted in code. These permitting processes are defined for ministerial ("permitted") uses; for conditional uses; for conditional accessory uses; and for temporary uses.

Staff prepared proposed updates to the city's procedures code (BIMC 2.16) and to the city's zoning code (18.09.005) that establish a new process whereby new or novel land uses would be subject to a review process by the Planning Commission. A new application type would be created and defined for applicants to submit an "application for an unlisted use determination" and for the Planning Commission to receive application materials as well as a presentation from the applicant. The Planning Commission would invite public comment on whether the proposed new use shall be processed using existing permit processes or if the unlisted use requires a zoning code update (which could include a prohibition or use-specific standards).

The Planning Commission would then transmit their determination along with findings of fact and conclusion to the Director of Planning and Community Development for transmittal to the applicant.

If the Planning Commission determines that the use can follow a particular permitting process, the applicant would then apply for a permit and proceed through that permitting process.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning &
Community Development

RECOMMENDED MOTION:

I move to direct the Planning Commission hold a public hearing on the proposal to amend Bainbridge Island Municipal Code Section 18.09.005 and Section 2.16 relating to unlisted uses.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:

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

BACKGROUND: Ordinance No. 2018-13 amended Bainbridge Island Municipal Code to include a process whereby the Director may make a determination on what type of permit to administer when an unlisted use is proposed. In late 2023, a crematorium was proposed by a local funeral home. The Department of Community Development responded to the request on February 8, 2024, with a determination that a crematorium would be a conditional use. The City Council discussed a moratorium on crematoria on April 9, 2024, and as part of the motion indicated a desire for amendments to Section 18.09.005 regarding unlisted uses that provide more clarity and include involvement of the Planning Commission in determining a permit process for unlisted uses when they are proposed.

Since initial presentation at City Council on March 25, 2025, suggestions for minor clarifications have been integrated into the ordinance. At the March 25, 2025 City Council meeting, the Council voted to place this item on the April 22, 2025 agenda.

ATTACHMENTS:

[Ordinance No. 2025-13 Unlisted Uses draft 03.27.2025_v2.docx](#)

ORDINANCE NO. 2025-13

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to unlisted uses, amending BIMC Section 18.09.005 and Section 2.16

WHEREAS, on June 12, 2018, the City Council passed Ordinance 2018-13 related to Business/Industrial uses; and

WHEREAS, Ordinance 2018-13 amended Bainbridge Island Municipal Code to include a process whereby the Director may make a determination on what type of permit to administer when an unlisted use is proposed; and

WHEREAS, permitting processes include ministerial, public notice, and public hearing processes; and

WHEREAS, the code adopted at that time further described that the determination of what permit process to use was made would be published after the conclusion of a completed permit process and not at the beginning of that process; and

WHEREAS, on January 10, 2024, the Department of Planning and Community Development received a request for a determination of an unlisted use for a crematorium; and

WHEREAS, crematoria are not included in Bainbridge Island Municipal Code Table 18.09.020 “Use Table;” and

WHEREAS, the Department of Planning and Community Community Development responded to the request on February 8, 2024, with a determination that a crematorium would be a conditional use; and

WHEREAS, the City Council discussed a moratorium on crematoria on April 9, 2024, and as part of the motion indicated a desire for amendments to Section 18.09.005 regarding unlisted uses that provide more clarity and include involvement of the Planning Commission in determining a permit process for unlisted uses when they are proposed; and

WHEREAS, procedural actions are exempt from State Environmental Policy Act per WAC 197-11-800 (19); and

WHEREAS, on March 25, 2025, the City Council discussed amendments to Section 18.09.005; and

WHEREAS, on XXXXX, the Planning Commission considered the draft amendments; and

WHEREAS, on XXXXX, the Planning Commission held a public hearing on the draft amendments and recommended XXXX to the City Council; and

WHEREAS, The City Council reviewed the Planning Commission's recommendation at a regular business meeting on XXXXX; and...

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

Section 1. Section 18.09.005 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

18.09.005 Permitted and conditional uses.

Permitted and conditional uses allowed in each zone district are shown in the use table BIMC 18.09.020. It is recognized that new uses will evolve over time. ~~The director has the authority to evaluate an application and compare a proposed unlisted use against the permitted and conditional uses listed in Table 18.09.020. When a proposed use is not specifically listed in this chapter, the use may be allowed if the director determines that it is similar to other uses listed and compatible with other uses in the vicinity where it will be located. The director will issue a notice of decision about whether an unlisted use is allowed or not allowed, pursuant to the procedures outlined in BIMC 2.16.020.M.7 and 2.16.030.F. The notice of decision will be combined with issuing other required land use permits, building permits, or business licenses, as applicable. A permit for an unlisted use may require, as a prerequisite, application for an unlisted use determination, pursuant to BIMC 2.16.230.~~

Section 2. Section 2.16 shall be amended to include a new section as follows:

2.16.230 Unlisted Use Determinations

A. Purpose. Unlisted use determinations are the mechanism by which the city may provide an avenue for the permitting of uses not otherwise accounted for in Title 18 that do not require a legislative review of land use regulations.

B. Applicability. Any application for building or land use permit that is not listed as a use in Title 18 or is not similar enough to a listed use as to be indistinguishable in terms of land use impacts, shall first require the application and issuance of an unlisted use determination .

C. Procedures. Review of unlisted use determinations shall include all of the following in the order listed:

1. Application. An applicant may submit an application for an unlisted use determination including a narrative describing the intended use, the proposed location of the use, and an analysis of the compatibility of the use with other listed uses in the vicinity of the proposed location, if applicable.

2. Review and Determination by Planning Commission.

a. The purpose of the Planning Commission review and determination is to review the unlisted use for consistency with the Comprehensive Plan and to determine whether the unlisted use shall be processed as permitted (“P”), conditional (“C”), accessory (“A”), conditional accessory (“CA”), or temporary (“T”), or if the unlisted use should be prohibited.

b. The Planning Commission shall consider the application at a public meeting where public comments will be taken.

c. The Planning Commission shall approve, approve with conditions, or deny the application. In making a determination, the Planning Commission shall consider the compatibility of the intended use with other allowed uses in the vicinity of the proposed location. The determination of the Planning Commission determination is appealable to the City Council.

d. The Planning Commission will forward its written findings of fact and conclusions, their determination regarding the unlisted use, and any conditions associated with the determination, to the Director.

3. Issuance. The Director shall transmit the determination of the Planning Commission to the applicant and place the land use or building permits back under review if no other information is outstanding.

4. Publishing the Unlisted Use Determination. The Director shall publish a Notice of Unlisted Use Determination in combination with the Notice of Application, pursuant to the procedures outlined in BIMC 2.16.020.M.4.

5. The Planning Commission may at any time recommend to the City Council that an unlisted use be addressed through a legislative review of land use regulations as outlined in BIMC 2.16.180 instead of through the provisions of this section.

Section 3. 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 4. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this XXX day of XXX, 2025.

APPROVED by the Mayor this XXX day of XXX, 2025.

Ashley Mathews, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	March 22, 2025
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2025-13



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:30 PM) Consider Ordinance No. 2025-12 Amending Chapter 2.80, Public Records Disclosure,

SUMMARY: Chapter 2.08 of the Bainbridge Island Municipal Code has not been updated since 2011. The City Manager issues Public Records Administrative Rules which are updated from time to time to incorporate changes to the Public Records Act, Chapter 42.56 RCW and recommended best practices. A copy of the current Administrative Rules is attached and also posted on the City's website under Public Records. Staff are recommending revisions to Chapter 2.08 to remove sections that are outdated and/or conflict with the Administrative Rules. These are de minimis housekeeping changes only and do not reflect changes to current practice. Staff does not want policies to become outdated and fall behind state and court directives.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward Ordinance No. 2025-12 to the May 13, 2025, consent agenda for approval.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Ordinance No. 2025-12 Amending Chapter 2.80, Public Records Disclosure.docx](#)
[2024-07 Public Records Act Administrative Rules.pdf](#)

ORDINANCE NO. 2025-12

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Chapter 2.80, Public Records Disclosure, of the Bainbridge Island Municipal Code.

WHEREAS, in accordance with the Public Records Act, Chapter 42.56 RCW (the “Public Records Act”) and Chapter 2.80 of the Bainbridge Island Municipal Code, the City Manager has issued Public Records Act Administrative Rules; and

WHEREAS, the Public Records Act Administrative Rules are updated from time to time in order to comply with changes to the Public Records Act and recommended best practices; and

WHEREAS, the Public Records Act Administrative Rules were most recently updated on October 8, 2024, under Administrative Policy No. 2024-07; and

WHEREAS, the Public Records Act Administrative Rules are published on the City’s website; and

WHEREAS, Chapter 2.80 of the Bainbridge Island Municipal Code has not been updated since 2011; and

WHEREAS, staff are recommending revisions to Chapter 2.80 of the Bainbridge Island Municipal Code to remove sections that conflict with the Public Records Administrative Rules.

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

Section 1. Chapter 2.80 of the Bainbridge Island Municipal Code is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto.

Section 2. 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 ____ day of April 2025.

APPROVED by the Mayor this ____ day of April 2025.

Ashley Mathews, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 18, 2025
PASSED BY THE CITY COUNCIL:	April __, 2025
PUBLISHED:	_____, 2025
EFFECTIVE DATE:	_____, 2025
ORDINANCE NUMBER:	2025-12

Exhibit A: Chapter 2.80, Public Records Disclosure

EXHIBIT A

Chapter 2.80

PUBLIC RECORDS DISCLOSURE

Sections:

[2.80.010 Relationship to Public Records Act.](#)

[2.80.020 Disclosure of public recordsPublic records officer.](#)

[2.80.030 Definitions of public records and writing.](#)

[2.80.040 City organization and rules for obtaining information.](#)

[2.80.050030 Indexing of records.](#)

[2.80.060 Exemptions.](#)

[2.80.070 Procedure for inspection or copying.](#)

[2.80.080 Reimbursement for copying costs.](#)

[2.80.090 Decision on public records requests—Procedure for review of decision.](#)

[2.80.100 Disclosure prohibited by other statutes.](#)

[2.80.110040 Administrative rules.](#)

[2.80.120 Disclaimer of liability.](#)

2.80.010 Relationship to Public Records Act.

This chapter and the city's adopted Public Records Act Administrative Rules constitutes the city's rules and regulations to carry out and implement the Public Records Act, Chapter [42.56](#) RCW. Except as provided in this chapter, Chapter [42.56](#) RCW shall apply to all city public records. (Ord. 2011-04 § 1, 2011: Ord. 2001-17 § 1, 2001)

2.80.020 Disclosure of public recordsPublic records officer.

Unless exempt from disclosure under this chapter, public records shall be available for inspection and copying in accordance with this chapter. The city shall make public records promptly available, and shall provide them on a partial or installment basis as they are assembled or are available for inspection or disclosure. The city shall not deny a public records request for identifiable public records solely on the basis that the request is overbroad. The city clerk is designated as the city's public records officer who shall oversee the city's compliance with the public records requirements of this chapter and Chapter [42.56](#) RCW and the city's Public Records Act Administrative Rules. The public records officer may delegate the duties and responsibilities of complying with a public records request to the deputy city clerk or other city employees. The public records officer shall make available for public inspection and copying, in accordance with this chapter, all public records filed with the public records officer, including but not limited to ordinances, resolutions, general city policies, city council meeting minutes, contracts, agreements, deeds and leases. (Ord. 2011-04 § 2, 2011: Ord. 2005-30 § 1, 2005: Ord. 2001-17 § 1, 2001)

2.80.030 Definitions of public records and writing.

A. "Public record" means any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the city, regardless of physical form or characteristics.

B. “Writing” means handwriting, typewriting, printing, photostating, photographing, and every other means of recording, any form of communication or representation, including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, emails, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. (Ord. 2011-04 § 3, 2011: Ord. 2001-17 § 1, 2001)

2.80.040 City organization and rules for obtaining information.

The city clerk shall make available for inspection and copying for guidance of the public:

A. Descriptions of the city’s organization; and

B. The city’s Public Records Act administrative rules. (Ord. 2011-04 § 4, 2011: Ord. 2001-17 § 1, 2001)

2.80.030050 Indexing of records.

Maintaining a central index of city records is unduly burdensome, costly, and would interfere with city operations due to the number and complexity of records generated as a result of a wide range of city activities. The public records officer may, however, index and maintain general administrative records. Other records that relate to the specific function or responsibility of a particular department shall be maintained in the offices of the particular department. The public records officer will coordinate responses to public records requests with the departments and responsive records shall be made available for public inspection and copying. (Ord. 2011-04 § 5, 2011: Ord. 2001-17 § 1, 2001)

2.80.060 Exemptions.

A. The public records identified in Chapter [42.56](#) RCW, and future amendments thereto, are incorporated in this chapter and shall be exempt from public inspection and copying. The city clerk shall maintain and make available for public inspection and copying a current version of Chapter [42.56](#) RCW.

B. The exemptions from public disclosure set forth in Chapter [42.56](#) RCW and as incorporated into subsection A of this section, shall be inapplicable to the extent that information, the disclosure of which would violate personal privacy, can be deleted from the specific public record sought. A person’s right to personal privacy is violated if disclosure of information about the person would be highly offensive to a reasonable person and is not of legitimate concern to the public. No exemption shall be construed to permit the non-disclosure of statistical information not descriptive of any readily identifiable person or persons.

C. Inspection or copying of any public records exempt under this section may be permitted if any superior court finds, after a hearing with notice to the requester, all persons mentioned in the public records and the city, that the exemption of such public records is clearly unnecessary to protect any individual’s right of privacy or any vital governmental function.

~~D. Nothing in this section shall affect a duty of the city to disclose or withhold information pursuant to any other law. (Ord. 2011-04 § 6, 2011: Ord. 2001-17 § 1, 2001)~~

~~2.80.070 Procedure for inspection or copying.~~

~~A. Persons wishing to inspect or copy public records shall file a request in person, by phone or by mail (U.S., special delivery or electronic) to the public records officer. All assistance necessary to help the requester locate the public records shall be provided promptly by the public records officer; provided, that the assistance shall not unreasonably disrupt the daily operations of the city clerk or other duties of any assisting employee(s) in other city departments.~~

~~B. The public records officer shall not distinguish among persons requesting public records. Persons requesting public records shall not be required to provide information as to the purpose for the request, except to establish whether the inspection or copying would violate the prohibition on providing a list of individuals for commercial purposes or any other statute or ordinance which exempts or prohibits disclosure of specific information or records based on the purpose of the request or the intended use of the records. (Ord. 2011-04 § 7, 2011: Ord. 2005-30 § 2, 2005: Ord. 2001-17 § 1, 2001)~~

~~2.80.080 Reimbursement for copying costs.~~

~~A. There shall be no charge for inspection of public records or for locating public records and making them available for copying. The per page cost for copies of public records made by city equipment shall be established by city council resolution. If copies of public records are mailed or delivered, the city shall charge the actual postage or delivery charge and a fee for the container or envelope, in amounts established by city council resolution. The city may require a deposit in an amount not to exceed 10 percent of the estimated cost of providing the copies. If the city makes copies of public records available on a partial or installment basis, the city may charge for each part of the partial disclosure or installment. If an installment of a records request is not claimed or reviewed, the city need not fulfill the balance of the request.~~

~~B. At its option, the city may send out public records for copying by companies or other municipalities. The requester shall pay the actual cost to the city of copying such public records.~~

~~C. For making copies of audio and video tape recordings and copying electronic records onto compact discs, the charges shall be established by city council resolution based on the actual costs to the city. If the city uses a company or another municipality to make a copy of the tape or audio or video recording, the requester shall pay the actual cost to the city of making such recording.~~

~~D. Where the request is for a certified copy of a public record, there shall be an additional charge in the amount established by city council resolution.~~

~~E. The public records officer may provide copies of public records at no charge to governmental agencies doing business with the city, if the public records officer~~

determines that such action is in the best interests of the city. (~~Ord. 2011-04 § 8, 2011: Ord. 2005-30 § 3, 2005: Ord. 2001-17 § 1, 2001)~~)

~~2.80.090 Decision on public records requests—Procedure for review of decision.~~

~~A. Upon receiving a request to inspect or copy a public record, the public records officer shall grant the request unless the public records officer determines that the public record requested is or may be exempt from disclosure in whole or in part. Within five business days of the date of receipt by the city of the request, the public records officer shall respond by:~~

- ~~1. Providing the record; or~~
- ~~2. Acknowledging that the city has received the request and providing a reasonable estimate of the time required by the city to respond to the request; or~~
- ~~3. Denying the request.~~

~~Additional time to respond to a request may be based upon the need to clarify the request, to locate and assemble the information requested, to notify third persons or agencies affected by the request, or to determine the exemption from disclosure of any of the requested information. If a request is unclear, the public records officer may ask the requester to clarify the request. If the requester fails to clarify the request, the city need not respond to the request.~~

~~B. If the public records officer determines that the document is exempt in part but can be made available after deletion of exempt portions or after deletion of portions which would invade personal privacy, the request shall be granted; provided, that such exempt portions shall first be deleted. If the public records officer determines to deny the request, in whole or in part, a written statement of the specific reasons for the deletion of portions of the public record or the denial of the request shall be provided to the requester.~~

~~C. A decision by the public records officer denying inspection shall be reviewed by the city manager. The review shall be deemed completed at the end of the second business day following the denial of inspection and shall constitute final city action for the purposes of judicial review. The requester shall be notified in writing of the decision to grant or deny the request. (Ord. 2011-04 § 9, 2011: Ord. 2005-30 § 4, 2005: Ord. 2001-17 § 1, 2001)~~

~~2.80.100 Disclosure prohibited by other statutes.~~

~~The city shall not be required by this chapter to permit public inspection and copying of any public record to the extent public disclosure of the public record is prohibited, restricted or limited by any state or federal statute or regulation including, but not limited to, Chapter [10.97](#) RCW, the Washington State Criminal Records Privacy Act, Chapter [13.50](#) RCW, relating to release of records by juvenile justice or care agencies, or Chapter [46.52](#) RCW, relating to accident reports and abandoned vehicles. (Ord. 2001-17 § 1, 2001)~~

~~2.80.110~~40 Administrative rules.

The city manager ~~may~~ shall issue rules for the implementation of this chapter. (Ord. 2011-04 § 10, 2011: Ord. 2009-21 § 17, 2009: Ord. 2001-17 § 1, 2001)

2.80.120 Disclaimer of liability.

~~The city shall not be liable, nor shall a cause of action exist for any loss or damage based upon the release of a public record if the city acted in good faith in attempting to comply with the provisions of this chapter and Chapter [42.56](#) RCW. (Ord. 2011-04 § 11, 2011; Ord. 2001-17 § 1, 2001)~~

	Administrative Policy	No.	2024-07
	Subject: Public Records Act Administrative Rules	Date:	October 8, 2024
		Authority:	City Manager

PURPOSE

The Public Records Act, RCW 42.56 (the "Public Records Act"), requires public agencies to make identifiable, non-exempt public records available for inspection and copying upon request and to publish rules of procedure to inform the public how access to public records will be accomplished. The City of Bainbridge Island's rules are set forth in Chapter 2.80 of the Bainbridge Island Municipal Code (BIMC). Pursuant to BIMC Section 2.80.110, the City Manager may issue administrative rules for the implementation of Chapter 2.80 BIMC.

The purpose of the Public Records Act is to provide the public full and timely access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of our City government. The Public Records Act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the Public Records Act, the City will be guided by the provisions of the Public Records Act describing its purposes and interpretation. Failure to comply with any provision of these rules shall not result in any liability imposed upon the City other than that required in the Public Records Act.

ADMINISTRATIVE RULES

Section 1. Definitions/Explanations.

- a. **Public record.** A public record is a writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City. Even if the City does not possess a particular document, a document may be "used" by the City if it was considered in any decision-making process.
- b. **Writing.** A writing is any handwriting, typewriting, printing, photostating, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, emails, text messages, chats, voice mails, and other documents including data compilations from which information may be obtained or translated.
- c. **Identifiable record.** An identifiable record is one in existence at the time the records request is made and that City staff can locate after a reasonable search.
- d. **Exempt record.** All identifiable City records are available for review by the public

unless they are specifically exempted or prohibited from disclosure by state or federal law, either directly in RCW 42.56 or other statutes. For information related to Public Record Exemptions please see Municipal Research Service Center's (MRSC) publication "Public Records Act for Washington Cities, Counties and Special Purpose Districts" on mrsc.org.

- e. **Email.** Classification of emails as public records is dependent on the content of the message. Email messages are public records when they are created or received in the transaction of public business.
- f. **Bot request.** A request for public records that the City reasonably believes was automatically generated by a computer program or script.

Section 2. Public Records Officer.

Any person wishing to request access to public records or seeking assistance in making a request should contact the City's Public Records Officer. The Public Records Officer will coordinate compliance with the Public Records Act but may designate other City staff members who may process requests for public records. Requests for police records should be directed to the Police Records Specialists. The Public Records Officer or their designees will assist requesters and help avoid having responses to public records requests cause excessive interference with the essential functions of the City. When using these Rules, references to the Public Records Officer should be interpreted to also include their designees.

Section 3. Availability of Public Records.

- a. **Hours for inspection.** Public records are available for inspection and copying during the City's customary office hours: Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding legal holidays. City staff and the requester may make mutually agreeable arrangements for times of inspection and copying. However, the City shall have the right to set the hours for inspection.
- b. **Place of inspection.** Records will be made available for inspection as determined by the Public Records Officer. A requester shall not take City records from City offices.
- c. **Electronic access to records.** A variety of records are available on the City's website at: <https://www.bainbridgewa.gov/>. To the extent practical, the City will store, maintain, and make its commonly requested records available electronically on its website. The City maintains an open public records portal at <https://bainbridgewa.nextrequest.com/> and will open a request on the portal for all requests received, irrespective of the format used to submit the request. The open public records portal allows the City to share public records request responses more broadly with the public. The City may provide access to public records by providing links to the website containing an electronic copy of the record.

- d. Records index.** Ordinance No. 2001-17, adopted by City Council on May 23, 2001, determined that maintaining a central index of City records is unduly burdensome, costly, and would interfere with City operations due to the number and complexity of records generated as a result of the wide range of City activities.
- e. Organization of records.** Records that relate to the specific function or responsibility of a particular department shall be maintained in the offices of that department. City departments will maintain records in a reasonably organized manner, and the City will take reasonable actions to protect records from damage and disorganization.
- f. Retention of records.** The City is not required to retain all records it creates or uses. The State Attorney General's Local Records Committee approves a general retention schedule for local agency records (including cities) that are common to most agencies. Retention schedules vary based on the content of the record. Public records may not be destroyed per a retention schedule if a public records request or actual or anticipated litigation is pending.

Section 4. Making a Request for Public Records.

Any person wishing to submit a public records request may do so via one of the following methods:

- a. Online** via the City's public records request portal at <https://bainbridgewa.nextrequest.com/> (preferred)
- b. By email, written letter by mail, in-person, or phone call** as follows:

For City Records:

Public Records Officer
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: (206) 780-8618
Email: publicrecords@bainbridgewa.gov

For Police Records:

Bainbridge Island Police Department
Police Records Specialists
8804 Madison Avenue North
Bainbridge Island, WA 98110
(206) 842-5211
Email: publicrecords@bainbridgewa.gov

Public record requests which are not submitted via one of the methods described in Section 4(a) above may not be recognized as a public records request. As a result, requests for records that are not submitted as provided in Section 4(a) above are not subject to the requirements of the Public Records Act.

It is the duty of the requester to provide the public record request to the Public Records Officer (or Police Records Specialists for Police records) via one of the methods described in Section 4(a) above.

- c. Internet access to records.** Many records are also available on the City of Bainbridge Island's website at www.bainbridgewa.gov. In accordance with Section 5.x many responses to previous records requests are available through the City's open public records portal at <https://bainbridgewa.nextrequest.com/>. Requesters are encouraged to view the documents available on the website prior to submitting a public records request.
- d. Form of request.** There is no required form for a public records request, although use of the public records request portal is encouraged (<https://bainbridgewa.nextrequest.com/>). A requester must provide the City with reasonable notice that the request being made is for public records. If a request is contained in a larger document unrelated to a public records request, the requester should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request. All public records requests will be entered into the public records portal.

Any person wishing to inspect or copy identifiable public records of the City should make the request in one of the following ways:

- Through the open public records portal at <https://bainbridgewa.nextrequest.com/> (preferred);
- By letter, phone call or e-mail addressed to the Public Records Officer;
or
- In person at City Hall.

The following information should be included in the request:

- Name of requester;
- Contact information, including telephone number and email address;
- Sufficient identification of the requested records to reasonably enable the Public Records Officer to locate the records;
- The date and time of day of the request; and
- Location (department) of the requested records, if known.

Requests for Police body worn camera recordings must contain the following:

- Specifically identify a name of a person or persons involved in the incident;
- Provide the incident or case number;
- Provide the date, time, and location of the incident or incidents; or
- Identify a law enforcement officer involved in the incident or incidents.

The Public Records Officer may accept requests for public records that contain the above information by telephone, email, mail, or in person. If the request is made by email, regular mail, in-person or by telephone, responding staff will confirm receipt of the information and the substance of the request in writing by entering the request information into the City's online public records portal on the requester's behalf. The confirmation will be deemed the correct statement of the scope of the request unless the requester responds with a different statement of the scope. Requests for police incident reports, videos, and calls for service will only be visible to the assigned City staff and the requester.

- e. **Prioritization of records.** The Public Records Officer may ask a requester to prioritize the records he or she is requesting so that the most important records may be provided first. A requester need not prioritize a request.
- f. **Copies.** If the requester wishes to have copies or scans of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to make a deposit or pay for the copies or scans, as further discussed in Section 10. Costs for copies and scans are set out on the Fee Schedule as established by resolution of the City Council, available through a link on the City's website.
- g. **Purpose of request.** A requester need not state the purpose of the request. However, in instances where additional information is required by law or to clarify or prioritize a request and provide responsive records, the Public Records Officer may inquire about the nature or scope of the request. The Public Records Officer may also seek sufficient information to determine if another statute may prohibit disclosure.
- h. **Requests for a List of Individuals.** The Public Records Act prohibits the City from producing a list of individuals to a requester who intends to use the list for commercial purposes. When a requester requests a list of individuals, the requester will be asked to certify that the list will not be used for commercial purposes.
- i. **Overbroad requests.** The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requester to prioritize the request so that the most important records are provided first, and/or communicate with the requester to limit the size and complexity of the request. The City may also provide the responsive records in

installments over time. When a request uses an inexact phrase such as "all records relating to" and declines to clarify the scope of the request, the Public Records Officer may interpret the request to be for records which directly and fairly pertain to the topic. The phrase is inherently ambiguous, and requesters are encouraged to avoid using the phrase, when possible, to avoid unnecessary delays. When the requester has found the records he or she is seeking, the requester should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled. A request for all or substantially all records prepared, owned, used, or retained by the City is not a valid request for identifiable records under the Public Records Act.

- j. Existing records.** Records requests may only encompass existing records. They cannot be used to obtain copies of records not yet in existence or in the possession of the City.
- k. Bot request.** The City will deny a bot request that is one of multiple requests from the requestor to the agency within a twenty-four hour period, if the City determines that responding to the multiple requests would cause excessive interference with other essential functions of the City.

Section 5. Processing Public Records Requests.

- a. Providing "fullest assistance."** Mindful of the requirements of RCW 42.56.100, to the extent reasonably possible, the Public Records Officer will process requests in the order allowing the most requests to be processed in the most efficient manner.
- b. Acknowledging receipt and fulfilling requests.** Within five business days of receipt of the request, not including the day the request was received as provided by RCW 1.12.040, the Public Records Officer will do one or more of the following:
 - 1. Make the record available;
 - 2. Identify an internet location where the record can be accessed. Requesters who cannot access the internet may make an appointment to view the records or may obtain hard copies for a fee based on the City's Fee Schedule;
 - 3. If copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, send the copies to the requester;
 - 4. Acknowledge that the request has been received and provide a reasonable estimate of when records will be disclosed in whole or in part depending on whether the records are being provided in installments;
 - 5. If the request is unclear or does not sufficiently identify the requested records, request clarification from the requester and provide a reasonable estimate of

when records will be available. Such clarification may be requested and provided by telephone; or

6. Deny the request, specifying the reasons for denial.

In calculating the five business days, the following are not counted: the day the City receives the request, Saturdays, Sundays, and holidays. Requests received after 5:00 p.m. are considered received on the following business day.

- c. **Additional time.** If not able to fulfill the request within the 5-business-day period, the Public Records Officer will provide a reasonable estimate of the time it will take to fully respond to the request. Additional time to provide access to records may be needed to clarify the scope of the request, locate and assemble the records, redact confidential information, prepare an exemption log, notify third party persons or agencies affected by the request or consult with the City Attorney about whether any portion of the records is exempt from disclosure. The Public Records Officer should briefly explain the basis for the time estimated to respond. Should an extension of time be necessary to fulfill the request, the Public Records Officer will provide a revised estimate and explain the changed circumstances that make it necessary.
- d. **Notification that records are available.** If the requester has sought to inspect the records, the Public Records Officer will notify him or her that the entire response or an installment is available for inspection and ask the requester to contact the City to arrange a mutually agreeable time for inspection. If the requester seeks copies or scans, the Public Records Officer should notify him or her of the projected costs and whether a deposit is required before making the copies or scans.
- e. **Consequences of failure to respond.** If the City does not respond in writing within five business days of receipt of the request for disclosure, the requester should contact the Public Records Officer to determine whether the request has been received by the City.
- f. **Requesting clarification.** At the time of the City's initial response, or subsequent to the City's initial response, the City may require the requester to clarify the request in order to provide the City with information sufficient to allow the City to determine which records are being requested and whether such records relating to the request exist. If the requester fails to respond to a City request to clarify the request within 30 days, and the entire request is unclear, the City may consider the request abandoned. Otherwise, the City must respond to those portions of the request that are clear. If the City considers the request abandoned, it shall notify the requester that the request is closed.
- g. **Searching for records.** The City will conduct a reasonable search for responsive records. The Public Records Officer will help determine where responsive records

are likely to be located and involve Records Coordinators in other departments, as needed, to assemble the records. After the records are located, the Public Records Officer should take reasonable steps to narrow down the number of records assembled to those that are responsive. The City will not "bury" a requester with non-responsive documents. However, the Public Records Officer is allowed to provide arguably, but not clearly, responsive records to allow the requester to select the ones he or she wants, particularly if the requester is unable or unwilling to help narrow the scope of the documents being sought.

- h. Preserving requested records.** If a requested record is scheduled shortly for destruction under the City's records retention schedule, the record cannot be destroyed until the public disclosure request has been resolved. Once a request has been closed, the City can destroy the record in accordance with the retention schedule.
- i. Records exempt from disclosure.** Some records are exempt, in whole or in part from disclosure (see Section 7). If the City believes that a record is exempt and should be withheld, the Public Records Officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld in an exemption log.
- j. Redactions.** If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the Public Records Officer will redact the exempt portions, provide the nonexempt portions, and indicate to the requester why portions of the record are being redacted. For example, the Public Records Officer shall redact identifying details such as social security numbers when he or she makes available or publishes any public record. In each case, the justification for the deletion shall be explained in writing.
- k. Court protection of records (Third-party notice).** If the requested records contain information that identifies an individual or organization other than the subject of the requested record, prior to providing the records the Public Records Officer may notify that individual or organization to allow the third party to seek relief pursuant to RCW 42.56.540. The City may take this into account when providing an estimate for when the records will be available. The notice to the affected person(s) will include a copy of the request. Nothing in this section requires the City to provide such third-party notice, unless otherwise required by law. If a request seeks information located exclusively in an employee's personnel, payroll, supervisor, or training file, the City must provide notice to the employee, to any union representing the employee, and to the requester. The notice must state:
 - 1. The date of the request;
 - 2. The nature of the requested record relating to the employee;
 - 3. That the City will release any information in the record not exempt from disclosure at least ten business days from the date the notice is made; and

4. That the employee may seek to enjoin release of the records under RCW 42.56.540.

- l. Inspection of records.** To the extent possible, the Public Records Officer shall promptly provide space to inspect public records. The requester must retrieve or review the assembled records within 30 days of the Public Records Officer's notification that the records are available for inspection, download or copying. If the requester or a representative of the requester fails to retrieve or review the records within the 30-day period, or make other arrangements, the Public Records Officer will notify the requester of this requirement and then close the request and re-file the assembled records, if applicable. Other public records requests can be processed before a subsequent request by the same person for the same or almost identical records, which will be processed as a new request. The Act does not allow a requester to search through the City's files for records which cannot be identified or described to the City. Members of the public may not remove documents from the viewing area or disassemble or alter any document.
- m. Providing copies of records.** The requester shall indicate which documents they wish to have copied or scanned using a mutually agreed upon non-permanent method of marking the desired records. After inspection is complete, the Public Records Officer will arrange for copying or scanning. Making a copy of an electronic record is considered copying and not creating a new record.
- n. Providing records in installments.** When a request is for a large number of records, the Public Records Officer will provide access for inspection and copying in installments if they reasonably determine that it would be practical to provide the records in that way. If the requester fails to pay for, inspect or retrieve available installments within thirty days, the Public Records Officer will consider the request abandoned, discontinue the search for the remaining records and close the request.
- o. Completion of request.** Once all copies of requested records have been provided to the requester, the requester has inspected all requested records, upon notification that no responsive records were located, or thirty days have passed since the requester was notified that the records were available, and the requester has failed to retrieve, review, or pay for the records, the Public Records Officer will close the request.
- p. Closing withdrawn or abandoned requests.** If the requester withdraws the request, fails to fulfill his or her obligations to inspect or download the records, or fails to pay the deposit or final payment for the requested copies or scans, the Public Records Officer will close the request and indicate to the requester that the City has closed the request. Requests that are paused by the requester will be considered abandoned after 2 months with no response from the requester. The Public Records Officer will document closure of the request and the conditions that led to closure.

- q. Later discovered documents.** If, after the Public Records Officer has informed the requester that the City has provided all available records, the City becomes aware of additional responsive documents that existed on the date of the request, the Public Records Officer will promptly inform the requester of the additional documents and provide them on an expedited basis. Nothing in this section creates a duty on the City to continue searching for or providing records after a request is properly closed, imposes liability on the City for failing to provide a later discovered record, or extends the statute of limitations that would otherwise apply to a challenge under the Public Records Act.
- r. No duty to create records.** The City is not obligated to create a new record to satisfy a records request; however, the City may, in its discretion, create such a new record to fulfill the request where the City deems that method of response to be more expedient. A request for information, contained in an electronic database, may be considered a valid request for records, if the information can be reasonably extracted to produce a record that is fully or partially responsive to the request.
- s. No duty to supplement responses.** The City will not hold current records requests open to respond to requests for records that may be created in the future. If a public record is created or comes into the possession of the City after a request is received by the City, it is not responsive to the request and will not be provided. A new request must be made to obtain later-created public records.
- t. Requests for information.** Requests for information are not public records requests. An agency is not required to conduct research for a requester.
- u. Multiple requests.** When the same requester simultaneously submits multiple, separate requests or makes one or more additional requests when previous requests are open, the City may queue the requests in the order in which they were received. The City is not required to work on an additional request until the initial requests are completed and closed. Requesters are responsible for informing the Public Records Officer if they want to reprioritize the fulfillment of their requests.
- v. No access to City network or systems.** Requestors shall not be permitted to access or "plug into" City networks or systems or copy records using personal devices or equipment, such as USBs or scanners, which must be connected to City equipment in order to copy records.
- w. Consequences of disclosing a record in error.** The City, and its officials, agents, employees, or custodians shall not be liable, nor shall a cause of action exist, for loss or damage based on release of a public record if the City, official, agent, employee, or custodian acted in good faith in attempting to comply with the Public Records Act.

- x. **Publication of request on public records portal.** The City's Public Records Officer may, at their discretion, publish a request on the City's open public records portal at <https://bainbridgewa.nextrequest.com/>. Published requests are available for any person to access through the portal without making a separate request. Unpublished requests are only made available through the portal to the requester, but others may submit a separate request for unpublished requests. Requests will generally be published online with the exception of requests for police records, personnel records, or records that contain material that substantially affects an individual's right to privacy. Fees apply to requests for unpublished public records requests.

Section 6. Processing Requests for Electronic Records.

- a. **Requesting electronic records.** The process for requesting electronic public records is the same as for requesting paper public records.
- b. **Providing electronic records.** If public records are requested in electronic form, the Public Records Officer will provide the nonexempt records in a generally commercially available electronic format that is used by the City. Electronic records that require redaction usually cannot be produced in native format and will be converted to paper or PDF. When requested and deemed feasible, electronic records may be converted from one format to another provided such conversion is not unduly burdensome.
- c. **Access to electronic records.** The Public Records Officer may provide a link to electronic records easily found on the City's website. Costs for providing electronic records are set out in the Fee Schedule.
- d. **Paper records provided electronically.** Paper records that are specifically requested to be provided electronically are subject to fees listed in the Fee Schedule.

Section 7. Exempt and Prohibited Disclosure of Public Records.

The Public Records Act and other statutes exempt or prohibit disclosure of certain City records. Requesters should take note that there are many exemptions contained outside of the Public Records Act that may restrict the availability of some records. The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted or limited by state or federal statute or regulation. The City adopts by reference the exemptions from public disclosure contained in Chapter 42.56, including any future amendments, along with any other exemption to the Public Records Act provided by law. This includes, but is not limited to, those exemptions set forth on the Public Records Exemptions Accountability Committee's ("Sunshine Committee's") Public Disclosure Exemption list and in Appendix C to "Public Records Act for Washington Cities and Counties," Municipal Research and Services Center available at <https://mrsc.org>. These may be amended in the future and the most current versions will be considered adopted by reference. Copies of these will be maintained in the office of the City Clerk. However, note that these exemption lists are not

exhaustive. Exemptions may be revised throughout the year at any time through legislative action or decisions made on cases which create new case law. Redactions or denials of records will be applied to requested records based on the exemptions that exist at the time a record is prepared for disclosure.

Section 8. Categories of requests.

The City receives a significant number of public records requests annually and must allocate staff resources in a manner that responds to each request thoroughly, correctly, and within required deadlines. In order to do so and maintain the City's ongoing regular service and functions, it is necessary to differentiate public records requests according to their complexity and the estimated staff time involved in completing the request. When a public records request is received, the Public Records Officer and/or the designated department will categorize the request according to the nature, volume, and availability of the requested records as follows:

- a. Category 1** records requests are routine or readily filled requests for easily identified and immediately accessible records requiring little or no coordination between departments. Examples include requests to review a permit file made at the Planning counter and requests for collision reports.
- b. Category 2** records requests are routine requests that involve:
 - (i) more than one record or file, and/or
 - (ii) records not easily identified, located and accessible, and/or
 - (iii) records that require some coordination between departments.
- c. Category 3** records requests are complex requests which involve:
 - (i) a large number of records, and/or
 - (ii) research by City staff or an email search, and/or
 - (iii) review by Public Records Officer to determine whether any of the records are exempt from production.
- d. Category 4** records requests are complex requests that may be especially broad (such as requesting "all records" pertaining to a topic) which may involve:
 - (i) a large number of records that are not easily identified, located or accessible, requiring coordination between multiple departments, and/or
 - (ii) research by City staff who are not primarily responsible for public disclosure and/or
 - (iii) legal review and creation of an exemption log. These requests may require additional

assistance from third parties.

After initial categorization, records requests may be re-categorized in response to unanticipated circumstances or additional information.

Section 9. Standard Time Periods for Response.

Mindful of the requirements of RCW 42.56.100 to provide the fullest assistance, to the extent reasonably possible, the Public Records Officer will process requests in the order allowing the most requests to be processed in the most efficient manner. The following standard periods for response to all categories of records requests are established as goals.

- a. Category 1 records requests.** Generally, the City will respond to Category 1 records requests within five business days. If records cannot be made available within five business days, the City may extend the time to respond as described above.
- b. Category 2 records requests.** The City will provide a written response to the requester within five business days with a reasonable estimate of the time necessary to make the records available. The estimate is made on a case-by-case basis. Depending on the nature and scope of the request, Category 2 requests usually require between 5 and 30 business days.
- c. Category 3 records requests.** Due to the number and complexity of the records involved, the City will respond to these requests in installments. The City will provide a written response to the requester within five business days with a date for the first installment of records. Depending on the nature and scope of the request, Category 3 records requests may require several weeks to several months.
- d. Category 4 records requests.** Due to the number and complexity of the records involved, the City will respond to these requests in installments. The City will provide a written response to the requester within five business days with a date for the first installment of records. Depending on the nature and scope of the request, Category 4 records requests may require several weeks to a year or more.

Section 10. Costs of Providing Copies of Public Records

- a. Costs for records, generally.** Except as explicitly provided herein and in the City's Fee Schedule, the City declares that it would be unduly burdensome to calculate the actual costs of providing public records due to the varying salaries of staff who fulfill public records requests, the burden of tracking time, and the varying costs of the copying equipment used City-wide. Therefore, the City adopts the standard fees prescribed for providing records in the Public Records Act. No fee is charged for locating records, inspecting records in person, or for accessing records routinely

made available on the City's website prior to receipt of a request unless the requester has specifically requested that the City provide copies of such records through other means. If requested by a requestor, the City shall provide a summary of the applicable charges before any copies are made, and the requester may revise a public records request to reduce the number of copies to be made and thereby reduce the applicable charges. Payment of fees is required prior to release of records unless other arrangements have been made. Detailed fees applicable to public records requests can be found in the City's Fee Schedule.

- b. Sales tax.** The City will not charge sales tax on copies of records.
- c. Use of other copying services.** The City is not required to copy records at its own facilities and may determine to use a commercial copying center for non-routine formats such as photographs, blueprints or tape recording, large quantities, or when a requestor asks for delivery of copies faster than the City can process. In those instances, the requester will pay the commercial copying center directly.
- d. Deposit or payment by installments.** Before beginning to copy or scan records, the Public Records Officer or designee may require a deposit of up to ten percent of the estimated costs of copying or scanning the records selected by a requester. The Public Records Officer may also require the payment of the remainder of the copying or scanning costs before providing all the records, or the payment of the costs of copying or providing electronic media in an installment before providing that installment.
- e. Method of payment.** Payment may be made by cash, check, credit card, or money order to the City of Bainbridge Island.
- f. Waiver of copying charges.** The Public Records Officer has the discretion to waive copying or electronic media charges for small requests, or for individuals or government agencies doing business with the City if the Public Records Officer determines that this action is in the best interest of the City.
- g. Non-Payment.** If payment arrangements are not made within 30 calendar days of notice that records are available, the entire request may be deemed abandoned and closed. A reasonable attempt shall be made by the Public Records Officer to contact the requester prior to deeming a request abandoned and closed.

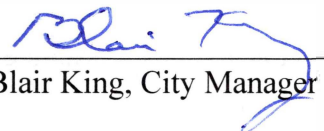
Section 11. Denials of Requests for Public Records.

- a. Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including by email) to the Public Records Officer for a review of that decision. The petition shall include a copy of or reasonably identify the written

statement by the Public Records Officer or designee denying the request.

- b. Consideration of petition for review.** The Public Records Officer shall promptly provide the petition and any other relevant information to the City Manager or his or her designee to conduct the review. The City Manager or their designee will promptly consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time to which the City and the requester mutually agree.
- c. Judicial review.** Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

Approved:



Blair King, City Manager

Date: 10/15/24

SUMMARY OF INTERNAL PROCEDURES FOR PUBLIC RECORDS REQUESTS

COUNTER AND PERMIT REQUESTS

- A counter request is a request to review a department file or obtain an easily identifiable permit or record. These requests are Category 1 requests.
- Any request that asks for all records pertaining to a parcel or topic are not counter requests and should be sent to the Public Records Officer for a response.
- All requests for code compliance files are sent to the Public Records Officer.
- The requester (or staff if requester declines) enters the public records request on the public records portal.
- The requester may remain anonymous.
- Counter requests may be fulfilled immediately by Planning staff if the file or record is on site.
- For requests not immediately fulfilled, the Department's Administrative Assistant tracks the 5-business-day response through the public records portal.
- The Department's Administrative Assistant coordinates the response if multiple copies of records are requested.
- Photocopies, scans, and transmission of electronic records are charged in accordance with the City's Fee Schedule.
- Files are held for review at the Planning Counter for 30 days.
- The Department's Administrative Assistant adds "tags" to the portal describing the request.
- All employees enter the time spent on responding to the request on the public records portal.
- Upon completion of a request, the Department's Administrative Assistant closes the request.

OTHER PUBLIC RECORDS REQUESTS

- Immediately upon receiving a public records request in any form, forward the request to the Public Records Officer.
- If you have received a verbal request for a document, enter the request on the public records portal or forward it to the Public Records Officer for entry on the portal.
- Some requests for information are difficult to distinguish from public records requests. If you are unsure, consult the Public Records Officer.
- The Public Records Officer categorizes the request and adds descriptive "tags."
- The Public Records Officer tracks the deadline for the initial response.
- The Public Records Officer contacts staff to ascertain the reasonable amount of time necessary to respond to the request, taking into consideration workload and staffing.
- Staff record their time spent on the request on the public records portal.
- The Public Records Officer coordinates searches of the email system when

applicable.

- The Public Records Officer makes an initial response within 5 business days.
- The Public Records Officer coordinates any additional response and the gathering of records responsive to the request.
- If the Public Records Officer believes that any information contained in the responsive records is exempt, they redact the documents through the public records portal, generating an exemption log if applicable.
- The Public Records Officer may consult with the City Attorney on redactions or when withholding a record.
- The Public Records Officer will also determine if third-party notice is advisable.
- Once all requested documents have been provided with a log of exempt documents, if applicable, the Public Records Officer will close the request on the portal.

POLICE DEPARTMENT REQUESTS

- Collision reports are handled by the Police Department. These requests are generally Category 1 requests.
- The requester (or staff if requester declines) enters the public records request on the public records portal.
- The requester may remain anonymous.
- For requests not immediately fulfilled, the Police Records Specialist tracks the 5-business-day response through the public records portal.
- Photocopies, scans, and transmission of electronic records are charged in accordance with the City's Fee Schedule.
- The Police Records Specialist adds "tags" to the portal describing the request.
- All employees enter the time spent on responding to the request on the public records portal.
- Upon completion of a request, the Police Records Specialist closes the request.
- Requests for Police Incident reports that require redaction are forwarded to the Public Records Officer for review.
- Non-standard requests and requests from the media are forwarded to the Public Records Officer for consultation.
- Requests for emails or text messages pertaining to incident reports are forwarded to the Public Records Officer.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 22, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:40 PM) Designate a Councilmember to Attend the Annual Puget Sound Energy Check-in Meeting on May 15, 2025,

SUMMARY: On October 8, 2024, the City Council approved a Memorandum of Understanding (MOU) with Puget Sound Energy (PSE). This MOU was intended to be a companion agreement with the City's PSE franchise agreement, also adopted on October 8, 2024, with the goal of reducing greenhouse gas emissions, supporting energy resilience, and promoting collaboration on service reliability. The MOU requires an annual planning meeting to discuss mutual efforts and goals. Pursuant to the MOU, PSE and city staff are required to attend.

At the request of the city, a member of the Utility Advisory Committee and the Climate Change Advisory Committee will attend. The city has also requested a member of the Council attend. Council is asked to designate a councilmember to attend the annual Puget Sound Energy check-in meeting on May 15 between 1:00 - 2:00.

AGENDA CATEGORY: Appointment

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to designate Councilmember _____ to attend the annual Puget Sound Energy check-in meeting on May 15.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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