



**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 24, 2025**

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

AND

**REMOTE MEETING ON ZOOM
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. PUBLIC COMMENT - 6:10 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.

- 3.A [Guidelines and Instructions for Public Comment](#), 20 Minutes**
[Guidelines and Instructions for Providing Public Comment.pdf](#)

- 4. CONSENT AGENDA - 6:30 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.

- 4.A [Agenda Bill for Consent Agenda](#), 5 Minutes**

- 4.B [Approve Accounts Payable and Payroll](#)**
[Council Report 06-20-25.pdf](#)
[AP Report to Council of Cash Disbursements 06-04-25.pdf](#)
[AP Report to Council of Cash Disbursements 06-12-25.pdf](#)

4.C Approve City Council Meeting Minutes

051325 Special City Council Meeting Executive Session Minutes.pdf
061025 Special City Council Meeting - Executive Session Minutes.pdf
061025 Regular City Council Business Meeting Minutes.pdf
061725 City Council Study Session Minutes.pdf
061725 Special City Council Business Meeting Minutes.pdf

4.D Adopt Ordinance No. 2025-17 relating to the City's 2025 Revised Budget and the 2025 Update to the 2025-2030 Capital Improvement Plan - Finance

Ordinance No. 2025-17 2025 1st Budget Amendment.docx
Ordinance No 2025-17 Memo of 2025 BUA-1.docx
Ordinance 2025-17 Exhibit A.pdf
Ordinance 2025-17 Exhibit B.pdf
Ordinance 2025-17 Exhibit C.pdf

4.E Ratify the City Manager's Pre-Approved Purchase of a Ford F-150 Lightning 4WD Battery Electric Vehicle (BEV), Special Service Vehicle (SSV) Police Vehicle as Part of the Capital Improvement Plan Fleet Purchase (\$95,852.70, Equipment Rental and Revolving Fund) - Public Works

Bud Clary Ford_Purchase Order 20250027_Project 01395.pdf
2025-30 Fleet CIP.pdf

4.F Ratify the City Manager's Pre-Approved Purchase of a 2025 Chevrolet Tahoe 4WD Police Pursuit Vehicle as Part of the Capital Improvement Plan Fleet Purchase (\$64,308.30 - Equipment Rental and Revolving Fund) - Public Works

Bud Clary Chevrolet_Purchase Order 20250024_Project 01395.pdf
2025-30 Fleet CIP.pdf

4.G Authorize the City Manager to Open a 30-day Call Beginning July 1, 2025, for Requests to Connect to the City's South Island Sewer System in Accordance with the Supplemental South Island Sewer Connection Policy 2.14A - Public Works,

PW Director Memo SIS Call for Connections Policy Water Sewer Application.pdf

4.H Adopt Ordinance No. 2025-15, Approving Comcast Cable Television Franchise Agreement, 5 Minutes

Comcast Franchise Ordinance 4912-5751-6607.1.docx
Bainbridge Island Comcast Cable Television Franchise 4-24-25.docx

4.I Consider License Agreement with Bainbridge Island Rowing for Specified Uses of the City Dock - Executive,

BIR-COBI License Agreement for City Dock Use - BIR Executed.pdf

4.J Cancel the July 1, 2025, City Council Study Session

5. COUNCIL ANNOUNCEMENTS - 6:35 PM

6. CITY MANAGER'S REPORT - 6:45 PM

7. REGULAR BUSINESS

7.A (6:50 PM) Receive Update Winslow Subarea Plan and the Comprehensive Plan - Planning, 15 Minutes

7.B (7:05 PM) Consider Proposal from the Bainbridge Island Chamber of Commerce Related to a Series of Tasks for Economic Development Including Preparatory Steps Towards an Economic

Development Strategy (\$80,000), 15 Minutes
Agreement for Economic Development Services - Chamber.pdf
Economic Element of the Comprehensive Plan.pdf
2024 Property Taxes as a Percentage of Taxpayer's Bill.pdf

7.C (7:20 PM) Consider Modification to Council Policies with regard to Committees, Commissions and Boards - Executive, 10 Minutes
Presentation - City Committee Policy Clarification for CC 06242025.pdf

7.D (7:30 PM) Consider Creation of a Non-Motorized Transportation Advisory Committee - Executive, 20 Minutes
Chapter 2.32 MULTI-MODAL TRANSPORTATION ADVISORY COMMITTEE.pdf

7.E (7:50 PM) Adopt Bond Delegation Ordinance No. 2025-20 Authorizing the Issuance and Sale not to Exceed \$13.0 Million in 2025 Limited Tax General Obligation Bonds for Water and Sewer Capital Projects of the City - Finance, 10 Minutes
Ordinance 2025-20 Bond Ordinance_City of Bainbridge Island_LTGO Bonds, 2025.docx
2025-06-24 Bond Delegation Ordinance - Water and Sewer Bonds.pptx
Water & Sewer Capital Improvement Plan.pdf

7.F (8:00 PM) Appoint Deputy Mayor for a Term Commencing on July 1 and Ending on December 31, 2025, 5 Minutes

8. COMMUNICATIONS

8.A (8:05 PM) Consider Request from Councilmember Deets to Add a Discussion Reviewing the Efficacy of the Disposable Food Service Ware and Waste Reduction Ordinance due to Passage of the WA State Recycling Reform Act (Senate Bill 5284) to a Future Council Agenda, 10 Minutes
Request to Review Ordinance 2023-30 due to Passage of SB 5284.pdf

8.B (8:15 PM) Consider Request from Deputy Mayor Quitslund to Add a Discussion regarding the Scope of Responsibilities of the Steering Committee Overseeing Public Engagement for the Winslow Subarea and Comprehensive Plans to a Future Council Agenda, 5 Minutes
Scope of Responsibilities of the Steering Committee.pdf

9. ADJOURNMENT - 8:20 PM

GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 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: June 24, 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: June 24, 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:

[Council Report 06-20-25.pdf](#)

[AP Report to Council of Cash Disbursements 06-04-25.pdf](#)

[AP Report to Council of Cash Disbursements 06-12-25.pdf](#)



CITY OF
BAINBRIDGE ISLAND

PAYROLL REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

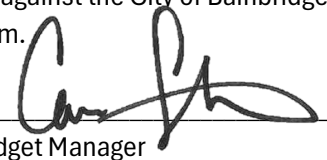
PAYROLL CHECK RUN: 06-20-2025

Run Type	Date	Check # Sequence	Comments	Amount
Normal	6/20/2025	64732 - 64882	Regular check run (Direct Dep)	464,449.25
EFTPS	6/20/2025	EFTPS	Federal Tax Electronic Transfer	172,311.14
EFT	6/20/2025	ACH	DSHS	147.08
Normal	6/20/2025	110680 - 110689	Vendor check run (Paper Checks)	187,053.38
			TOTAL:	\$ 823,960.85

Prepared and Reviewed by: 
DeAnna Cole, Payroll Specialist

Date 06/18/2025

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.

 Date 06/18/2025
Carrie Freitas, Budget Manager



ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS
CHECK RUN DATE: 06/04/2025

Last check from previous run: 362394 dated 05/28/2025 issued to Vestis First Aid and Safety for \$401.52

Last ACH from previous run: 5845 dated 03/31/2025 issued to City of Bainbridge Island for \$2,419.45

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
Manual ACH	See Cash Disb Rpts	5846-5847	WA State DOR - Excise Taxes Feb-Mar 2025	\$ 19,889.03
Manual ACH	See Cash Disb Rpts	5848-5851	WA State DOL - Firearm Permits Feb-May 2025	1,149.00
Manual ACH	05/27/2025	5852	WA State DOR - Excise Taxes Apr 2025	27,627.68
Manual ACH	04/30/2025	5853	City of Bainbridge Island - Utility Billing Apr 2025	5,815.78
Regular ACH run	06/05/2025	5854-5876	Total Regular ACH Run	524,911.52
Regular Check run	06/04/2025	362395-362408	Total Regular Check Run	19,082.71
Total Disbursements				\$ 598,475.72

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

06.20.2025

Kim Dunscombe, Accounting Manager

Date

06/02/2025 13:46
bhuish

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

|P 1
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CASH ACCOUNT: 635
CHECK NO

111100
CHK DATE

CASH
TYPE

VENDOR NAME

VOUCHER

INVOICE

INV DATE

PO

CHECK RUN

NET

					INVOICE DTL DESC		
5846	03/25/2025	MANL	124 WA ST DEPT OF REVENU	279908	FEB25	03/16/2025	ETFEB25
Invoice: FEB25					FEBRUARY 2025 EXCISE TAXES		8,436.04
				130.33	91411341 553000	FINANCE - WATER EXTRNL TAXES	
				558.65	91421351 553000	FINANCE - SEWER - EXTRNL TAXES	
				5,312.77	91421351 553000	FINANCE - SEWER - EXTRNL TAXES	
				30.60	91421351 553000	FINANCE - SEWER - EXTRNL TAXES	
				10.41	91411341 553000	FINANCE - WATER EXTRNL TAXES	
				2.93	91411341 553000	FINANCE - WATER EXTRNL TAXES	
				1,845.73	91431383 553000	FINANCE - SSWM - EXTRNL TAXES	
				544.62	91421351 553000	FINANCE - SEWER - EXTRNL TAXES	
CHECK 5846 TOTAL:							8,436.04
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***	8,436.04
					COUNT	AMOUNT	
TOTAL MANUAL CHECKS					1	8,436.04	
*** GRAND TOTAL ***							8,436.04

06/02/2025 13:46 |CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED
CLERK: bhuish

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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 3 363	APP 401-213000	03/25/2025	ETFEB25	032525			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		143.67	
APP 635-111100	03/25/2025	ETFEB25	032525				CASH AP CASH DISBURSEMENTS JOURNAL			8,436.04
APP 402-213000	03/25/2025	ETFEB25	032525				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6,446.64	
APP 403-213000	03/25/2025	ETFEB25	032525				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,845.73	
GENERAL LEDGER TOTAL									8,436.04	8,436.04
APP 631-130000	03/25/2025	ETFEB25	032525				DUE TO/FROM CLEARING		8,436.04	
APP 401-130000	03/25/2025	ETFEB25	032525				DUE TO/FROM CLEARING			143.67
APP 402-130000	03/25/2025	ETFEB25	032525				DUE TO/FROM CLEARING			6,446.64
APP 403-130000	03/25/2025	ETFEB25	032525				DUE TO/FROM CLEARING			1,845.73
SYSTEM GENERATED ENTRIES TOTAL									8,436.04	8,436.04
JOURNAL 2025/03/363 TOTAL									16,872.08	16,872.08

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
401 WATER OPERATING FUND	2025	3	363	03/25/2025		
401-130000				DUE TO/FROM CLEARING		143.67
401-213000				ACCOUNTS PAYABLE	143.67	
				FUND TOTAL	143.67	143.67
402 SEWER OPERATING FUND	2025	3	363	03/25/2025		
402-130000				DUE TO/FROM CLEARING		6,446.64
402-213000				ACCOUNTS PAYABLE	6,446.64	
				FUND TOTAL	6,446.64	6,446.64
403 STORM & SURFACE WATER FUND	2025	3	363	03/25/2025		
403-130000				DUE TO/FROM CLEARING		1,845.73
403-213000				ACCOUNTS PAYABLE	1,845.73	
				FUND TOTAL	1,845.73	1,845.73
631 CLEARING FUND	2025	3	363	03/25/2025		
631-130000				DUE TO/FROM CLEARING	8,436.04	
635-111100				CASH		8,436.04
				FUND TOTAL	8,436.04	8,436.04

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
401 WATER OPERATING FUND		143.67
402 SEWER OPERATING FUND		6,446.64
403 STORM & SURFACE WATER FUND		1,845.73
631 CLEARING FUND	8,436.04	
	-----	-----
TOTAL	8,436.04	8,436.04

** END OF REPORT - Generated by Matthew Brigham Huish **

MAR25 EXCISE TAX

 06/02/25

06/02/2025 13:56
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 1
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CASH ACCOUNT: 635
CHECK NO

111100
CHK DATE

CASH
TYPE

VENDOR NAME

VOUCHER

INVOICE

INV DATE

PO

CHECK RUN

NET

		INVOICE DTL DESC							
5847	04/25/2025	MANL	124 WA ST DEPT OF REVENU	279909	MAR25	04/15/2025	ETMAR25	11,452.99	
Invoice: MAR25		MARCH 2025 EXCISE TAXES							
		130.35		91411341	553000	FINANCE - WATER EXTRNL TAXES			
		202.92		91421351	553000	FINANCE - SEWER - EXTRNL TAXES			
		7,916.49		91421351	553000	FINANCE - SEWER - EXTRNL TAXES			
		21.95		91421351	553000	FINANCE - SEWER - EXTRNL TAXES			
		9.95		91411341	553000	FINANCE - WATER EXTRNL TAXES			
		209.70		91411341	553000	FINANCE - WATER EXTRNL TAXES			
		2,150.09		91431383	553000	FINANCE - SSWM - EXTRNL TAXES			
		811.54		91421351	553000	FINANCE - SEWER - EXTRNL TAXES			
						CHECK	5847 TOTAL:	11,452.99	
				NUMBER OF CHECKS		1	*** CASH ACCOUNT TOTAL ***	11,452.99	
						COUNT	AMOUNT		
						1	11,452.99		
								*** GRAND TOTAL ***	11,452.99

06/02/2025 13:56 |CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED
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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 4 420	APP 401-213000	04/25/2025	ETMAR25	042525			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		350.00	
APP 635-111100	04/25/2025	ETMAR25	042525				CASH AP CASH DISBURSEMENTS JOURNAL			11,452.99
APP 402-213000	04/25/2025	ETMAR25	042525				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,952.90	
APP 403-213000	04/25/2025	ETMAR25	042525				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,150.09	
GENERAL LEDGER TOTAL									11,452.99	11,452.99
APP 631-130000	04/25/2025	ETMAR25	042525				DUE TO/FROM CLEARING		11,452.99	
APP 401-130000	04/25/2025	ETMAR25	042525				DUE TO/FROM CLEARING			350.00
APP 402-130000	04/25/2025	ETMAR25	042525				DUE TO/FROM CLEARING			8,952.90
APP 403-130000	04/25/2025	ETMAR25	042525				DUE TO/FROM CLEARING			2,150.09
SYSTEM GENERATED ENTRIES TOTAL									11,452.99	11,452.99
JOURNAL 2025/04/420 TOTAL									22,905.98	22,905.98

06/02/2025 13:56
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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
401 WATER OPERATING FUND	2025	4	420	04/25/2025		
401-130000				DUE TO/FROM CLEARING		350.00
401-213000				ACCOUNTS PAYABLE	350.00	
				FUND TOTAL	350.00	350.00
402 SEWER OPERATING FUND	2025	4	420	04/25/2025		
402-130000				DUE TO/FROM CLEARING		8,952.90
402-213000				ACCOUNTS PAYABLE	8,952.90	
				FUND TOTAL	8,952.90	8,952.90
403 STORM & SURFACE WATER FUND	2025	4	420	04/25/2025		
403-130000				DUE TO/FROM CLEARING		2,150.09
403-213000				ACCOUNTS PAYABLE	2,150.09	
				FUND TOTAL	2,150.09	2,150.09
631 CLEARING FUND	2025	4	420	04/25/2025		
631-130000				DUE TO/FROM CLEARING	11,452.99	
635-111100				CASH		11,452.99
				FUND TOTAL	11,452.99	11,452.99

06/02/2025 13:56 |CITY OF BAINBRIDGE ISLAND
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 JOURNAL ENTRIES TO BE CREATED

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FUND		DUE TO	DUE FR
401	WATER OPERATING FUND		350.00
402	SEWER OPERATING FUND		8,952.90
403	STORM & SURFACE WATER FUND		2,150.09
631	CLEARING FUND	11,452.99	
		-----	-----
	TOTAL	11,452.99	11,452.99

** END OF REPORT - Generated by Matthew Brigham Huish **

06/02/25

06/02/2025 14:13 | CITY OF BAINBRIDGE ISLAND
 bhuish | 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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
5848	02/26/2025	MANL	969 DEPARTMENT OF LICENS	279904	FEB25FA	02/21/2025		FAFEB25	252.00

Invoice: FEB25FA

POL/FEBRUARY 2025 CPLS

CPL GUN PERMIT-STATE SHARE OUT

252.00 41654860 586000

CHECK 5848 TOTAL: 252.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 252.00

COUNT

AMOUNT

TOTAL MANUAL CHECKS

1

252.00

*** GRAND TOTAL *** 252.00

06/02/2025 14:13 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 2
 |apcshdsb

CLERK: bhuish

YEAR PER	JNL									
SRC ACCOUNT										
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT	
LINE	DESC									
2025 2 356										
APP 650-213000						ACCOUNTS PAYABLE		252.00		
02/26/2025	FAFEB25		022625			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH			252.00	
02/26/2025	FAFEB25		022625			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								252.00	252.00	
APP 631-130000						DUE TO/FROM CLEARING		252.00		
02/26/2025	FAFEB25		022625							
APP 650-130000						DUE TO/FROM CLEARING			252.00	
02/26/2025	FAFEB25		022625							
SYSTEM GENERATED ENTRIES TOTAL								252.00	252.00	
JOURNAL 2025/02/356 TOTAL								504.00	504.00	

06/02/2025 14:13
bhuish

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
631 CLEARING FUND	2025	2	356	02/26/2025		
631-130000				DUE TO/FROM CLEARING	252.00	
635-111100				CASH		252.00
				FUND TOTAL	252.00	252.00
650 AGENCY FUND	2025	2	356	02/26/2025		
650-130000				DUE TO/FROM CLEARING		252.00
650-213000				ACCOUNTS PAYABLE	252.00	
				FUND TOTAL	252.00	252.00

06/02/2025 14:13 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND		DUE TO	DUE FR
631	CLEARING FUND	252.00	
650	AGENCY FUND		252.00
TOTAL		252.00	252.00

** END OF REPORT - Generated by Matthew Brigham Huish **

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06/02/25

06/02/2025 14:22 |CITY OF BAINBRIDGE ISLAND
bhuish |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	
5849	03/26/2025	MANL	969	DEPARTMENT OF LICENS	279905	MAR25FA	03/21/2025 FAMAR25 291.00
						Invoice: MAR25FA	
						POL/MARCH 2025 CPLS	
						CPL GUN PERMIT-STATE SHARE OUT	
						291.00 41654860 586000	

CHECK 5849 TOTAL: 291.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 291.00

	COUNT	AMOUNT
	-----	-----
TOTAL MANUAL CHECKS	1	291.00

*** GRAND TOTAL *** 291.00

06/02/2025 14:22 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 2
 |apcshdsb

CLERK: bhuish

YEAR PER	JNL									
SRC ACCOUNT										
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT	
LINE	DESC									
2025 3 364										
APP 650-213000						ACCOUNTS PAYABLE		291.00		
03/26/2025	FAMAR25		032625			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH			291.00	
03/26/2025	FAMAR25		032625			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								291.00	291.00	
APP 631-130000						DUE TO/FROM CLEARING		291.00		
03/26/2025	FAMAR25		032625							
APP 650-130000						DUE TO/FROM CLEARING			291.00	
03/26/2025	FAMAR25		032625							
SYSTEM GENERATED ENTRIES TOTAL								291.00	291.00	
JOURNAL 2025/03/364 TOTAL								582.00	582.00	

06/02/2025 14:22
bhuish

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631	CLEARING FUND	2025	3	364	03/26/2025			
	631-130000					DUE TO/FROM CLEARING	291.00	
	635-111100					CASH		291.00
						FUND TOTAL	291.00	291.00
650	AGENCY FUND	2025	3	364	03/26/2025			
	650-130000					DUE TO/FROM CLEARING		291.00
	650-213000					ACCOUNTS PAYABLE	291.00	
						FUND TOTAL	291.00	291.00

06/02/2025 14:22 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND		DUE TO	DUE FR
631	CLEARING FUND	291.00	
650	AGENCY FUND		291.00
TOTAL		291.00	291.00

** END OF REPORT - Generated by Matthew Brigham Huish **

06/02/25

06/02/2025 14:29 | CITY OF BAINBRIDGE ISLAND
bhuish | 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

				VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
5850 04/24/2025 MANL		969	DEPARTMENT OF LICENS	279906	APR25FA	04/21/2025		FAAPR25	207.00
Invoice: APR25FA				207.00	41654860 586000	POL/APRIL 2025 CPLS CPL GUN PERMIT-STATE SHARE OUT			
						CHECK		5850 TOTAL:	207.00
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			207.00
						COUNT	AMOUNT		
						-----	-----		
						1	207.00		
						*** GRAND TOTAL ***			207.00

JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR	PER	JNL
SRC	ACCOUNT	

	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2025	4	421						
APP 650-213000						ACCOUNTS PAYABLE	207.00	
	04/24/2025	FAAPR25	042425			AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100						CASH		207.00
	04/24/2025	FAAPR25	042425			AP CASH DISBURSEMENTS JOURNAL		
						GENERAL LEDGER TOTAL	207.00	207.00
APP 631-130000						DUE TO/FROM CLEARING	207.00	
	04/24/2025	FAAPR25	042425					
APP 650-130000						DUE TO/FROM CLEARING		207.00
	04/24/2025	FAAPR25	042425					
						SYSTEM GENERATED ENTRIES TOTAL	207.00	207.00
						JOURNAL 2025/04/421 TOTAL	414.00	414.00

06/02/2025 14:29
bhuish

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631	CLEARING FUND	2025	4	421	04/24/2025			
	631-130000					DUE TO/FROM CLEARING	207.00	
	635-111100					CASH		207.00
						FUND TOTAL	207.00	207.00
650	AGENCY FUND	2025	4	421	04/24/2025			
	650-130000					DUE TO/FROM CLEARING		207.00
	650-213000					ACCOUNTS PAYABLE	207.00	
						FUND TOTAL	207.00	207.00

06/02/2025 14:29 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND		DUE TO	DUE FR
631	CLEARING FUND	207.00	
650	AGENCY FUND		207.00
TOTAL		207.00	207.00

** END OF REPORT - Generated by Matthew Brigham Huish **

06/02/25

06/02/2025 14:36 | CITY OF BAINBRIDGE ISLAND
bhuish | 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		NET
5851	05/27/2025	MANL	969	DEPARTMENT OF LICENS	279907 MAY25FA	399.00
Invoice: MAY25FA						
399.00 41654860 586000						

INVOICE DTL DESC

05/20/2025

FAMAY25

399.00

POL/MAY 2025 CPLS

CPL GUN PERMIT-STATE SHARE OUT

CHECK 5851 TOTAL:

399.00

NUMBER OF CHECKS 1

*** CASH ACCOUNT TOTAL ***

399.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	399.00

*** GRAND TOTAL ***

399.00

06/02/2025 14:36 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 2
 |apcshdsb

CLERK: bhuish

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025 5 301	APP 650-213000	05/27/2025	FAMAY25	052725			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		399.00	
APP 635-111100	05/27/2025	FAMAY25	052725				CASH AP CASH DISBURSEMENTS JOURNAL			399.00
GENERAL LEDGER TOTAL									399.00	399.00
APP 631-130000	05/27/2025	FAMAY25	052725				DUE TO/FROM CLEARING		399.00	
APP 650-130000	05/27/2025	FAMAY25	052725				DUE TO/FROM CLEARING			399.00
SYSTEM GENERATED ENTRIES TOTAL									399.00	399.00
JOURNAL 2025/05/301 TOTAL									798.00	798.00

06/02/2025 14:36
bhuish

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631	CLEARING FUND	2025	5	301	05/27/2025			
	631-130000					DUE TO/FROM CLEARING	399.00	
	635-111100					CASH		399.00
						FUND TOTAL	399.00	399.00
650	AGENCY FUND	2025	5	301	05/27/2025			
	650-130000					DUE TO/FROM CLEARING		399.00
	650-213000					ACCOUNTS PAYABLE	399.00	
						FUND TOTAL	399.00	399.00

06/02/2025 14:36 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND		DUE TO	DUE FR
631	CLEARING FUND	399.00	
650	AGENCY FUND		399.00
TOTAL		399.00	399.00

** END OF REPORT - Generated by Matthew Brigham Huish **

06/18/2025 11:34
bhuish

|CITY OF BAINBRIDGE ISLAND
|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				
5852	05/27/2025	MANL	124 WA ST DEPT OF REVENU	279984	APR25	05/15/2025	ETAPR25		27,627.68
Invoice: APR25					APRIL 2025 EXCISE TAXES				
	5,319.34	91421351	553000	FINANCE - SEWER - EXTRNL TAXES					
	41.06	91421351	553000	FINANCE - SEWER - EXTRNL TAXES					
	15.73	91411341	553000	FINANCE - WATER EXTRNL TAXES					
	133.28	91411341	553000	FINANCE - WATER EXTRNL TAXES					
	19,871.08	91431383	553000	FINANCE - SSWM - EXTRNL TAXES					
	1,701.89	91431383	553000	FINANCE - SSWM - EXTRNL TAXES					
	545.30	91421351	553000	FINANCE - SEWER - EXTRNL TAXES					
							CHECK	5852 TOTAL:	27,627.68
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***			27,627.68
					COUNT	AMOUNT			
					-----	-----			
TOTAL MANUAL CHECKS					1	27,627.68			
							*** GRAND TOTAL ***		27,627.68

06/18/2025 11:34 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: bhuish

|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 5 374	APP 402-213000	05/27/2025	ETAPR25	061825			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,905.70	
APP 635-111100	05/27/2025	ETAPR25	061825				CASH AP CASH DISBURSEMENTS JOURNAL			27,627.68
APP 401-213000	05/27/2025	ETAPR25	061825				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		149.01	
APP 403-213000	05/27/2025	ETAPR25	061825				ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		21,572.97	
GENERAL LEDGER TOTAL									27,627.68	27,627.68
APP 631-130000	05/27/2025	ETAPR25	061825				DUE TO/FROM CLEARING		27,627.68	
APP 402-130000	05/27/2025	ETAPR25	061825				DUE TO/FROM CLEARING			5,905.70
APP 401-130000	05/27/2025	ETAPR25	061825				DUE TO/FROM CLEARING			149.01
APP 403-130000	05/27/2025	ETAPR25	061825				DUE TO/FROM CLEARING			21,572.97
SYSTEM GENERATED ENTRIES TOTAL									27,627.68	27,627.68
JOURNAL 2025/05/374 TOTAL									55,255.36	55,255.36

06/18/2025 11:34
bhuish

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
401 WATER OPERATING FUND	2025	5	374	05/27/2025		
401-130000				DUE TO/FROM CLEARING		149.01
401-213000				ACCOUNTS PAYABLE	149.01	
				FUND TOTAL	149.01	149.01
402 SEWER OPERATING FUND	2025	5	374	05/27/2025		
402-130000				DUE TO/FROM CLEARING		5,905.70
402-213000				ACCOUNTS PAYABLE	5,905.70	
				FUND TOTAL	5,905.70	5,905.70
403 STORM & SURFACE WATER FUND	2025	5	374	05/27/2025		
403-130000				DUE TO/FROM CLEARING		21,572.97
403-213000				ACCOUNTS PAYABLE	21,572.97	
				FUND TOTAL	21,572.97	21,572.97
631 CLEARING FUND	2025	5	374	05/27/2025		
631-130000				DUE TO/FROM CLEARING	27,627.68	
635-111100				CASH		27,627.68
				FUND TOTAL	27,627.68	27,627.68

06/18/2025 11:34 |CITY OF BAINBRIDGE ISLAND
 bhuish |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND		DUE TO	DUE FR
401	WATER OPERATING FUND		149.01
402	SEWER OPERATING FUND		5,905.70
403	STORM & SURFACE WATER FUND		21,572.97
631	CLEARING FUND	27,627.68	
		-----	-----
	TOTAL	27,627.68	27,627.68

** END OF REPORT - Generated by Matthew Brigham Huish **



06/18/2025 12:01 |CITY OF BAINBRIDGE ISLAND
bhuish |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		
5853	04/30/2025	MANL	103	CITY OF BAINBRIDGE I	278979	10717	APR25	04/01/2025	UBAPR25	16.28
Invoice: 10717APR25					16.28	91011722	547500	1270	MADISON LIBRARY	
								GG-C/E-LIBRARY-COBI	WTR/SWR	
Invoice: 10727APR25					278980	10727	APR25	04/01/2025	UBAPR25	906.92
					906.92	91011722	547500	1270	MADISON LIBRARY	
								GG-C/E-LIBRARY-COBI	WTR/SWR	
Invoice: 11015APR25					278981	11015	APR25	04/01/2025	UBAPR25	2,272.00
					2,272.00	91425358	547500	1220	DONALD PLACE	
								GG-WWTP-WATER/SEWER		
Invoice: 11762APR25					278982	11762	APR25	04/01/2025	UBAPR25	72.20
					72.20	91011768	547500	WINSLOW WAY-DRINKG FNTN		
								GG-C/E-PARKS-WTR/SWR		
Invoice: 11805APR25					278983	11805	APR25	04/01/2025	UBAPR25	44.02
					44.02	91011768	547500	RAINBRINGER IRRIGATION METER		
								GG-C/E-PARKS-WTR/SWR		
Invoice: 11806APR25					278984	11806	APR25	04/01/2025	UBAPR25	38.88
					38.88	91011768	547500	MADISON & HIGH SCHOOL IRRIGATION		
								GG-C/E-PARKS-WTR/SWR		
Invoice: 11982APR25					278985	11982	APR25	04/01/2025	UBAPR25	1,225.38
					1,225.38	91011189	547500	280	MADISON AVENUE N	
								GG-C/E-CITY HALL-COBI	WTR/SWR	
Invoice: 11983APR25					278986	11983	APR25	04/01/2025	UBAPR25	102.10
					102.10	91011189	547500	CITY HALL IRRIGATION METER		
								GG-C/E-CITY HALL-COBI	WTR/SWR	
Invoice: 12754APR25					278987	12754	APR25	04/01/2025	UBAPR25	16.28
					16.28	91011768	547500	BLACKBIRD IRRIGATION METER		
								GG-C/E-PARKS-WTR/SWR		
Invoice: 12893APR25					278988	12893	APR25	04/01/2025	UBAPR25	968.46
					591.84	91011215	547500	8804	MADISON AVE N	
					376.62	91011255	547500	GG-C/E-PD-COBI	WTR/SWR	
								GG-C/E-COURT BLDG-WTR/SWR		
Invoice: 12894APR25					278989	12894	APR25	04/01/2025	UBAPR25	21.42
					13.09	91011215	547500	8804	MADISON AVE N	
					8.33	91011255	547500	GG-C/E-PD-COBI	WTR/SWR	
								GG-C/E-COURT BLDG-WTR/SWR		
Invoice: 13145APR25					278990	13145	APR25	04/01/2025	UBAPR25	38.88
					38.88	91111262	547500	HWY 305 - STO TRAIL		
								GG-STREETS-TRAILS-CITY	WTR/SWR	
Invoice: 13227APR25					278991	13227	APR25	04/01/2025	UBAPR25	30.02
								OLYMPIC DR SE		

06/18/2025 12:01 |CITY OF BAINBRIDGE ISLAND
bhuish |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

CHECK RUN

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INVOICE DTL DESC

Invoice: 13291APR25

30.02 91111262 547500

GG-STREETS-TRAILS-CITY WTR/SWR

278992 13291APR25

04/01/2025

UBAPR25

62.94

OLYMPIC IMPROVEMENT METER

62.94 91111262 547500

GG-STREETS-TRAILS-CITY WTR/SWR

CHECK 5853 TOTAL:

5,815.78

NUMBER OF CHECKS 1

*** CASH ACCOUNT TOTAL ***

5,815.78

COUNT

AMOUNT

TOTAL MANUAL CHECKS

1

5,815.78

*** GRAND TOTAL ***

5,815.78

06/18/2025 12:01 |CITY OF BAINBRIDGE ISLAND
bhuish |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: bhuish

|P 3
|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 4 493	APP 001-213000	04/30/2025	UBAPR25	061825			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,411.94	
	APP 635-111100	04/30/2025	UBAPR25	061825			CASH AP CASH DISBURSEMENTS JOURNAL			5,815.78
	APP 402-213000	04/30/2025	UBAPR25	061825			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,272.00	
	APP 101-213000	04/30/2025	UBAPR25	061825			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		131.84	
							GENERAL LEDGER TOTAL		5,815.78	5,815.78
	APP 631-130000	04/30/2025	UBAPR25	061825			DUE TO/FROM CLEARING		5,815.78	
	APP 001-130000	04/30/2025	UBAPR25	061825			GENERAL - DUE TO/FROM CLEARING			3,411.94
	APP 402-130000	04/30/2025	UBAPR25	061825			DUE TO/FROM CLEARING			2,272.00
	APP 101-130000	04/30/2025	UBAPR25	061825			STREETS - DUE TO/FROM CLEARING			131.84
							SYSTEM GENERATED ENTRIES TOTAL		5,815.78	5,815.78
							JOURNAL 2025/04/493 TOTAL		11,631.56	11,631.56

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	4	493	04/30/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		3,411.94
001-213000				GENERAL - ACCOUNTS PAYABLE	3,411.94	
				FUND TOTAL	3,411.94	3,411.94
101 STREET FUND	2025	4	493	04/30/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		131.84
101-213000				STREETS - ACCOUNTS PAYABLE	131.84	
				FUND TOTAL	131.84	131.84
402 SEWER OPERATING FUND	2025	4	493	04/30/2025		
402-130000				DUE TO/FROM CLEARING		2,272.00
402-213000				ACCOUNTS PAYABLE	2,272.00	
				FUND TOTAL	2,272.00	2,272.00
631 CLEARING FUND	2025	4	493	04/30/2025		
631-130000				DUE TO/FROM CLEARING	5,815.78	
635-111100				CASH		5,815.78
				FUND TOTAL	5,815.78	5,815.78

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
001 GENERAL FUND		3,411.94
101 STREET FUND		131.84
402 SEWER OPERATING FUND		2,272.00
631 CLEARING FUND	5,815.78	
	-----	-----
TOTAL	5,815.78	5,815.78

** END OF REPORT - Generated by Matthew Brigham Huish **

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06/04/2025 10:38 |CITY OF BAINBRIDGE ISLAND
glin |A/P CASH DISBURSEMENTS JOURNAL

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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		
5854	06/05/2025	EFT	10456 ACE COMMERCIAL TIRE,	279911	7789	05/13/2025	06/04/25	608.90
Invoice: 7789				608.90	53011212 531100	POL/103V FR GENERAL G-MAX JUSTICE TIRES X4 PD-C/E-PATROL SUPPLIES		
				CHECK		5854 TOTAL:		608.90
5855	06/05/2025	EFT	5 ACE HARDWARE	279912	57785-1	03/11/2025	06/04/25	14.19
Invoice: 57785-1				14.19	81011881 531100	IT/UTILITY KNIFE - HUGGLER IT - C/E SUPPLIES		
Invoice: 058263-1				279913	058263-1	05/19/2025	06/04/25	196.49
				196.49	73425358 531100	PW/WO 24572 - LED TUBE LIGHTS O&M-WWTP-SUPPLIES		
Invoice: 058264-1				279914	058264-1	05/19/2025	06/04/25	2.16
				2.16	73425358 531100	PW/WO 24572 - LOCKNUT X2 O&M-WWTP-SUPPLIES		
Invoice: 058272-1				279915	058272-1	05/20/2025	06/04/25	21.83
				21.83	73637941 531100	PW/WO 00004 - WADING POOL VACTOR R&M-SUPPLIES		
Invoice: 058273-1				279916	058273-1	05/20/2025	06/04/25	55.66
				55.66	73011370 53110000261	PW/WO 23826 - TRIMMER LINE 165FT BI LANDFILL MONITORING-SUPPLY		
Invoice: 058278-1				279917	058278-1	05/21/2025	06/04/25	615.59
				615.59	73421355 531100	PW/WO 24557 - PADLOCKS, HEDGE SHEARS WIN COLL-SUPPLIES		
Invoice: 058288-1				279918	058288-1	05/21/2025	06/04/25	21.82
				21.82	73421355 531100	PW/WO 24557 - WASP KILLER WIN COLL-SUPPLIES		
Invoice: 058292-1				279919	058292-1	05/21/2025	06/04/25	70.95
				70.95	73111264 531100	PW/WO 24506 - DRIVER POST, U-POSTS O&M-STREET-TRAF CONTROL-SUPPLY		
Invoice: 058296-1				279920	058296-1	05/22/2025	06/04/25	88.79
				88.79	73425358 531100	PW/WO 24572 - LOCKNUTS, UF CABLE & SQUEEZE CONNECT O&M-WWTP-SUPPLIES		
Invoice: 58301-1				279921	58301-1	05/22/2025	06/04/25	29.45
				29.45	73638935 531100	PW/SHOP SUPPLIES - MOLDING TAPE, PVC UNIONS O&M-STD ALLOCATION-SUPPLIES		
Invoice: 058323-1				279922	058323-1	05/27/2025	06/04/25	28.37
				28.37	73011831 531100	PW/WO 24911 - FLEX GLUE, FLEX TAPE POL/CRT FACILITY SUPPLIES		
				279923	58328-1	05/28/2025	06/04/25	122.26

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

VOUCHER INVOICE

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Invoice: 58328-1

122.26 73425358 531100

INVOICE DTL DESC

PW/WO 24572 - HAMMERS, PLIERS, MOLD/MILDEW CNTRL
O&M-WWTP-SUPPLIES

CHECK 5855 TOTAL: 1,267.56

5856 06/05/2025 EFT 1030 SUNBELT RENTALS
Invoice: 168873967-0001

279960 168873967-0001
215.80 73425358 548100

05/15/2025
PW/WO 24572
O&M-WWTP-REPAIRS

06/04/25 215.80

CHECK 5856 TOTAL: 215.80

5857 06/05/2025 EFT
Invoice: 2025-Q2.1

45 BAINBRIDGE ISLAND CH 279924 2025-Q2.1
2,863.39 91140573 541100

05/13/2025
2025 LTAC
GG-TOUR-PROF SERVICES

06/04/25 2,863.39

CHECK 5857 TOTAL: 2,863.39

5858 06/05/2025 EFT
Invoice: 40516932

1052 CANON FINANCIAL SERV 279927 40516932
161.17 61011581 545000
161.17 72011321 545000
161.17 81011881 545000

05/12/2025 06/04/25
PCD,ENG,IT/OCE PRINTER PLOTTER SCANNER LEASE
PCD - C/E ADMIN RENTS & LEASES
ENG - C/E ADMIN RENTS & LEASES
IT - C/E RENTS & LEASES

483.51

CHECK 5858 TOTAL: 483.51

5859 06/05/2025 EFT
Invoice: 923678

9449 CASCADE COLUMBIA DIS 279936 923678
1,602.20 73425358 531100

05/12/2025 06/04/25
PW/WWTP - SODIUM FLOURIDE 750LBS
O&M-WWTP-SUPPLIES

1,602.20

CHECK 5859 TOTAL: 1,602.20

5860 06/05/2025 EFT
Invoice: BKAT000895

104 CITY OF BREMERTON 279928 BKAT000895
3,334.92 81011881 542420

01/21/2025 06/04/25
IT/BROADCAST OF CITY MEETINGS JAN25
IT-C/E-TELEVISTED COUNCIL MEET

3,334.92

Invoice: BKAT000905

279929 BKAT000905
126.75 81011881 542420

01/21/2025 06/04/25
IT/BROADCAST OF CITY MEETINGS JAN25 ADJ
IT-C/E-TELEVISTED COUNCIL MEET

126.75

Invoice: BKAT000907

279930 BKAT000907
3,461.67 81011881 542420

02/06/2025 06/04/25
IT/BROADCAST OF CITY MEETINGS FEB25
IT-C/E-TELEVISTED COUNCIL MEET

3,461.67

Invoice: BKAT000913

279931 BKAT000913
3,461.67 81011881 542420

03/05/2025 06/04/25
IT/BROADCAST OF CITY MEETINGS MAR25
IT-C/E-TELEVISTED COUNCIL MEET

3,461.67

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					279932	BKAT000922	04/01/2025		06/04/25	3,461.67
Invoice: BKAT000922					3,461.67	81011881 542420	IT/BROADCAST OF CITY MEETINGS APR25 IT-C/E-TELEVISTED COUNCIL MEET			
					279933	BKAT000931	05/05/2025		06/04/25	3,461.67
Invoice: BKAT000931					3,461.67	81011881 542420	IT/BROADCAST OF CITY MEETINGS MAY25 IT-C/E-TELEVISTED COUNCIL MEET			
					CHECK		5860	TOTAL:		17,308.35
5861	06/05/2025	EFT	7823	CIVICPLUS, LLC	279934	332560	03/31/2025		06/04/25	10,183.78
Invoice: 332560					10,183.78	81011881 548500	IT/WEBSITE ANNUAL UPGRADES IT - C/E COMPUTER SUPPORT			
					CHECK		5861	TOTAL:		10,183.78
5862	06/05/2025	EFT	8691	ROBERT DAVY	279945	05/30/2025	05/30/2025		06/04/25	325.00
Invoice: 05/30/2025					325.00	21011125 541210	CRT/JUDGE PRO TEMPORE 05/20, 05/22 COURT-JUDGE PRO TEMPORE SVCS			
					CHECK		5862	TOTAL:		325.00
5863	06/05/2025	EFT	9507	INSIGHT PUBLIC SECTO	279979	1101230757	12/12/2024		06/04/25	211.54
Invoice: 1101230757					211.54	81011881 535100	IT/MICROSOFT 365 LICENSES - G5 X4, E5 X2 IT - C/E COMPUTER SOFTWARE			
Invoice: 1101237174					166.91	81011881 535100	01/08/2025 IT/MICROSOFT COPILOT 365 LICENSES X5 IT - C/E COMPUTER SOFTWARE		06/04/25	166.91
Invoice: 1101237874					149.82	81011881 535100	01/10/2025 IT/MICROSOFT VISIO PRO LICENSE IT - C/E COMPUTER SOFTWARE		06/04/25	149.82
Invoice: 1101241009					801.18	81011881 535100	01/24/2025 IT/MICROSOFT COPILOT 365 LICENSES X2 IT - C/E COMPUTER SOFTWARE		06/04/25	801.18
Invoice: 1101241528					222.55	81011881 535100	01/27/2025 IT/MICROSOFT COPILOT STUDIO & MESSAGES IT - C/E COMPUTER SOFTWARE		06/04/25	222.55
					CHECK		5863	TOTAL:		1,552.00
5864	06/05/2025	EFT	10439	KELLEY CREATE CO	279935	IN1926755	04/01/2025		06/04/25	756.31
Invoice: IN1926755					756.31	21011125 545000	CRT/COPIER LEASE-4515AC & OVERAGES COURT-RENTS & LEASES			

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

CHECK 5864 TOTAL: 756.31

5865 06/05/2025 EFT 10209 PAE CONSULTING ENGIN 279938 20253005 05/14/2025 06/04/25 810.00
Invoice: 20253005 ENG/CITY HALL SECURITY SYSTEM UPDATES
810.00 72311418 64110001092 CH SECURITY-PROF SVCS

CHECK 5865 TOTAL: 810.00

5866 06/05/2025 EFT 448 PARAMETRIX INC 279939 66912 05/12/2025 06/04/25 228.94
Invoice: 66912 ENG/DESIGN OF SPRINGBROOK CREEK FISH PASSAGE
228.94 72433438 64110001159 SPRINGBROOK CR FISH-PROF SVCS

CHECK 5866 TOTAL: 228.94

5867 06/05/2025 EFT 6333 PETROCARD INC. 279940 0553101-IN 05/08/2025 06/04/25 2,099.06
Invoice: 0553101-IN 2,099.06 73638893 532000 PW/DIESEL FUEL 416.10 GAL
O&M-FUEL USE-ALLOCATION

CHECK 5867 TOTAL: 2,099.06

5868 06/05/2025 EFT 7801 REDSIDE CONSTRUCTION 279944 PAYREQ16-00988 05/29/2025 06/04/25 408,582.72
Invoice: PAYREQ16-00988 408,582.72 72413434 66300000988 ENG/WINSLOW WATER TANK REPLACEMENT
NEW WATER TANKS-CONSTR

CHECK 5868 TOTAL: 408,582.72

5869 06/05/2025 EFT 10496 SEATTLE AUTOMOTIVE D 279946 S10-9959190 05/14/2025 06/04/25 158.02
Invoice: S10-9959190 158.02 73011151 531100 PW/WO 00252 - BATTERY
O&M-C/E-PD FLEET-SUPPLIES

Invoice: S10-9959199 279947 S10-9959199 05/14/2025 06/04/25 -17.47
-17.47 73638935 531100 PW/SHOP SUPPLIES - CREDIT MEMO
O&M-STD ALLOCATION-SUPPLIES

CHECK 5869 TOTAL: 140.55

5870 06/05/2025 EFT 8129 SMARSH INC 279951 INV-260590 03/31/2025 06/04/25 96.16
Invoice: INV-260590 96.16 81011881 548500 IT/MOBILE PHONE TEXT MESSAGE ARCHIVING - OVG
IT - C/E COMPUTER SUPPORT

CHECK 5870 TOTAL: 96.16

5871 06/05/2025 EFT 8132 SPECTRA LABORATORIES 279956 25-03136 05/07/2025 06/04/25 207.00
Invoice: 25-03136 207.00 73425358 54110000391 PW/TESTING - WWTP
LAB & TESTING SVCS-WWTP

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC					
Invoice: 25-03217	279957 25-03217	05/12/2025		06/04/25	96.00
	96.00 73411345 54110000391	PW/TESTING - MULTIPLE SITES LAB SVCS-WATER			
Invoice: 25-03245	279958 25-03245	05/13/2025		06/04/25	699.00
	699.00 73411345 54110000391	PW/TESTING - MULTIPLE SITES LAB SVCS-WATER			
Invoice: 25-03307	279959 25-03307	05/14/2025		06/04/25	207.00
	207.00 73425358 54110000391	PW/TESTING - WWTP LAB & TESTING SVCS-WWTP			
		CHECK	5871	TOTAL:	1,209.00
5872 06/05/2025 EFT Invoice: 0053157-IN	562 T M G SERVICES INC 279976 0053157-IN	03/17/2025		06/04/25	4,671.26
	4,671.26 73411345 531100	PW/WO 24522 - METERING PUMP OFFICE SUPPLIES			
		CHECK	5872	TOTAL:	4,671.26
5873 06/05/2025 EFT Invoice: 140142323-00	565 TACOMA SCREW PRODUCT 279961 140142323-00	05/14/2025		06/04/25	28.11
	28.11 73638935 531100	PW/SHOP SUPPLIES - NYLON INSULATED RINGS O&M-STD ALLOCATION-SUPPLIES			
Invoice: 140142456-00	279962 140142456-00	05/14/2025		06/04/25	1,084.05
	1,084.05 73637891 531100	PW/SAFETY SUPPLIES - GLOVES OFFICE SUPPLIES			
Invoice: 140143372-00	279963 140143372-00	05/21/2025		06/04/25	10.45
	10.45 73111264 531100	PW/WO 24506 - SELF-DRILLING SCREWS O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: 140143625-00	279964 140143625-00	05/28/2025		06/04/25	118.67
	118.67 73638935 531100	PW/SHOP SUPPLIES - DISCS O&M-STD ALLOCATION-SUPPLIES			
		CHECK	5873	TOTAL:	1,241.28
5874 06/05/2025 EFT Invoice: 52425038	4576 TETRA TECH INC 279953 52425038	05/16/2025		06/04/25	44,807.05
	44,807.05 72423434 64110001187	ENG/WWTP CAPACITY UPGRADES - CONSTRUCTION SERVICES WWTP CAPACITY UPGR-PROF SVCS			
Invoice: 52425225	279955 52425225	05/16/2025		06/04/25	9,322.76
	9,322.76 72423434 64110001106	ENG/WWTP OUTFALL EXT - 30% DESIGN WWTP OUTFALL EXT-PROF SVCS			

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

VOUCHER INVOICE

INV DATE

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CHECK 5874 TOTAL: 54,129.81

5875 06/05/2025 EFT 605 WA ST AUDITOR'S OFFI 279977 L168186
Invoice: L168186

4,068.09 91011423 541100
620.22 91111433 541100
2,078.93 91411341 541100
943.32 91421351 541100
337.51 91431383 541100
253.29 91470148 541100
253.29 91471148 541100

05/09/2025 06/04/25 8,554.65
2024 AUDITS - FEDERAL, FINANCIAL, ACCOUNTABILITY
FIN-C/E STATE AUDITOR
FIN-STREET-STATE AUDITOR
GG-WTR-ADM-PROF SVCS
GG-SWR-ADM-PROF SVCS
GG-SSWM-ADM-PROF SVCS
FIN-DEV-STATE AUDITOR
FIN-BLDG-STATE AUDITOR

CHECK 5875 TOTAL: 8,554.65

5876 06/05/2025 EFT 499 WESTBAY AUTO PARTS I 279965 922198
Invoice: 922198

5,437.68 73638935 531100

04/17/2025 06/04/25 5,437.68
PW/SHOP SUPPLIES - MS ULTRA EV TABLET
O&M-STD ALLOCATION-SUPPLIES

Invoice: 928027

279966 928027
299.43 73638935 531100

05/19/2025 06/04/25 299.43
PW/SHOP SUPPLIES - OIL, FUEL, AIR FILTERS
O&M-STD ALLOCATION-SUPPLIES

Invoice: 928099

279967 928099
15.52 73638935 531100

05/19/2025 06/04/25 15.52
PW/SHOP SUPPLIES - AIR FILTER
O&M-STD ALLOCATION-SUPPLIES

Invoice: 928242

279968 928242
25.20 73638935 531100

05/20/2025 06/04/25 25.20
PW/SHOP SUPPLIES - TOUCH UP TUBE
O&M-STD ALLOCATION-SUPPLIES

Invoice: 928252

279969 928252
123.32 73638935 531100

05/20/2025 06/04/25 123.32
PW/SHOP SUPPLIES - DEF 2.5 GAL, HALO SEALED BEAMS
O&M-STD ALLOCATION-SUPPLIES

Invoice: 928784

279970 928784
80.14 73425358 531100

05/22/2025 06/04/25 80.14
PW/WO 24572 - HYD HOSE FITTINGS
O&M-WWTP-SUPPLIES

CHECK 5876 TOTAL: 5,981.29

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NUMBER OF CHECKS 23 *** CASH ACCOUNT TOTAL *** 524,911.52

	COUNT	AMOUNT
TOTAL EFT'S	23	524,911.52

*** GRAND TOTAL *** 524,911.52

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glin |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED
CLERK: glin

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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 6 43	APP 001-213000	06/05/2025	06/04/25	060525			GENERAL - ACCOUNTS PAYABLE		35,638.34	
	APP 635-111100	06/05/2025	06/04/25	060525			AP CASH DISBURSEMENTS JOURNAL			524,911.52
	APP 402-213000	06/05/2025	06/04/25	060525			CASH			
	APP 631-213000	06/05/2025	06/04/25	060525			AP CASH DISBURSEMENTS JOURNAL		58,432.38	
	APP 101-213000	06/05/2025	06/04/25	060525			ACCOUNTS PAYABLE		9,264.85	
	APP 104-213000	06/05/2025	06/04/25	060525			AP CASH DISBURSEMENTS JOURNAL		701.62	
	APP 301-213000	06/05/2025	06/04/25	060525			STREETS - ACCOUNTS PAYABLE		2,863.39	
	APP 403-213000	06/05/2025	06/04/25	060525			AP CASH DISBURSEMENTS JOURNAL		810.00	
	APP 401-213000	06/05/2025	06/04/25	060525			ACCOUNTS PAYABLE		566.45	
	APP 407-213000	06/05/2025	06/04/25	060525			AP CASH DISBURSEMENTS JOURNAL		416,127.91	
		06/05/2025	06/04/25	060525			ACCOUNTS PAYABLE		506.58	
							AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL		524,911.52	524,911.52
	APP 631-130000	06/05/2025	06/04/25	060525			DUE TO/FROM CLEARING		515,646.67	
	APP 001-130000	06/05/2025	06/04/25	060525			GENERAL - DUE TO/FROM CLEARING			35,638.34
	APP 402-130000	06/05/2025	06/04/25	060525			DUE TO/FROM CLEARING			58,432.38
	APP 101-130000	06/05/2025	06/04/25	060525			STREETS - DUE TO/FROM CLEARING			701.62
	APP 104-130000	06/05/2025	06/04/25	060525			CIVIC IMPR DUE TO/FROM CLEAR'G			2,863.39
	APP 301-130000	06/05/2025	06/04/25	060525			DUE TO/FROM CLEARING			810.00
	APP 403-130000	06/05/2025	06/04/25	060525			DUE TO/FROM CLEARING			566.45
	APP 401-130000	06/05/2025	06/04/25	060525			DUE TO/FROM CLEARING			416,127.91
	APP 407-130000	06/05/2025	06/04/25	060525			DUE TO/FROM CLEARING			506.58
		06/05/2025	06/04/25	060525						
							SYSTEM GENERATED ENTRIES TOTAL		515,646.67	515,646.67
							JOURNAL 2025/06/43 TOTAL		1,040,558.19	1,040,558.19

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	6	43	06/05/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		35,638.34
001-213000				GENERAL - ACCOUNTS PAYABLE	35,638.34	
				FUND TOTAL	35,638.34	35,638.34
101 STREET FUND	2025	6	43	06/05/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		701.62
101-213000				STREETS - ACCOUNTS PAYABLE	701.62	
				FUND TOTAL	701.62	701.62
104 CIVIC IMPROVEMENT FUND	2025	6	43	06/05/2025		
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		2,863.39
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	2,863.39	
				FUND TOTAL	2,863.39	2,863.39
301 CAPITAL CONSTRUCTION FUND	2025	6	43	06/05/2025		
301-130000				DUE TO/FROM CLEARING		810.00
301-213000				ACCOUNTS PAYABLE	810.00	
				FUND TOTAL	810.00	810.00
401 WATER OPERATING FUND	2025	6	43	06/05/2025		
401-130000				DUE TO/FROM CLEARING		416,127.91
401-213000				ACCOUNTS PAYABLE	416,127.91	
				FUND TOTAL	416,127.91	416,127.91
402 SEWER OPERATING FUND	2025	6	43	06/05/2025		
402-130000				DUE TO/FROM CLEARING		58,432.38
402-213000				ACCOUNTS PAYABLE	58,432.38	
				FUND TOTAL	58,432.38	58,432.38
403 STORM & SURFACE WATER FUND	2025	6	43	06/05/2025		
403-130000				DUE TO/FROM CLEARING		566.45
403-213000				ACCOUNTS PAYABLE	566.45	
				FUND TOTAL	566.45	566.45
407 BUILDING & DEVELOPMENT FUND	2025	6	43	06/05/2025		
407-130000				DUE TO/FROM CLEARING		506.58
407-213000				ACCOUNTS PAYABLE	506.58	
				FUND TOTAL	506.58	506.58
631 CLEARING FUND	2025	6	43	06/05/2025		

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
631-130000					DUE TO/FROM CLEARING	515,646.67	
631-213000					ACCOUNTS PAYABLE	9,264.85	
635-111100					CASH		524,911.52
FUND TOTAL						524,911.52	524,911.52

FUND		DUE TO	DUE FR
001	GENERAL FUND		35,638.34
101	STREET FUND		701.62
104	CIVIC IMPROVEMENT FUND		2,863.39
301	CAPITAL CONSTRUCTION FUND		810.00
401	WATER OPERATING FUND		416,127.91
402	SEWER OPERATING FUND		58,432.38
403	STORM & SURFACE WATER FUND		566.45
407	BUILDING & DEVELOPMENT FUND		506.58
631	CLEARING FUND	515,646.67	
		-----	-----
	TOTAL	515,646.67	515,646.67

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

Regular Check Run 06/04/25 GL

06/04/2025 10:19 |CITY OF BAINBRIDGE ISLAND
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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

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				INVOICE DTL DESC					
362395	06/04/2025	PRTD	10703 AAR TESTING LABORATO	279910	110319	03/31/2025	06/04/25	587.30	
Invoice: 110319				587.30	72413434 64110000988	ENG/ON-CALL TESTING PROFESSIONAL SERVICES NEW WATER TANKS-PROF SVCS			
CHECK 362395 TOTAL:								587.30	
362396	06/04/2025	PRTD	6420 AT&T MOBILITY	279971	287287004732X051925	05/11/2025	06/04/25	3,393.48	
Invoice: 287287004732X051925				2,750.59	91011215 542100	POL,EOC/WIRELESS CHARGES			
				102.89	31011256 542100	GG-C/E-PD-PHONE			
				540.00	91011215 548500	EX-GF-EMERG PREP-PHONE GG-C/E-PD-SOFTWARE MAINT			
CHECK 362396 TOTAL:								3,393.48	
362397	06/04/2025	PRTD	10004 BAINBRIDGE TRANSFER	279925	BTS INV1132	04/28/2025	06/04/25	54.99	
Invoice: BTS INV1132				54.99	91011897 547900	ONE OFF TRANSFER STATION CHARGE GG-C/E-O&M YARD FAC-GARBAGE			
CHECK 362397 TOTAL:								54.99	
362398	06/04/2025	PRTD	9414 CADD MICROSYSTEMS	279926	S030042276	03/26/2025	06/04/25	990.00	
Invoice: S030042276				990.00	81011881 548500	IT/BUEBEAM SOFTWARE LICENSES X3 IT - C/E COMPUTER SUPPORT			
CHECK 362398 TOTAL:								990.00	
362399	06/04/2025	PRTD	9115 CHAVURAT SHIR HAYAM	279972	REFUND-WPCCDEP MAY25	05/19/2025	06/04/25	142.50	
Invoice: REFUND-WPCCDEP MAY25				142.50	41625860 586000	WPCC DEPOSIT REFUND - EVENT 05/18/25 SC/COMMONS ROOM DEP-DISBURSEME			
CHECK 362399 TOTAL:								142.50	
362400	06/04/2025	PRTD	318 KC ALCOHOLISM SPECIA	279973	05062025	05/06/2025	06/04/25	1,936.54	
Invoice: 05062025				1,936.54	91011660 553000	Q1 2025 ALCOHOLISM SERVICES EXEC - C/E DETOX			
CHECK 362400 TOTAL:								1,936.54	
362401	06/04/2025	PRTD	8286 SUPERINTENDENT OF P	279937	19607	05/16/2025	06/04/25	300.00	
Invoice: 19607				300.00	41654861 586110	POL/FINGERPRINTING FINGERPRINT OUT-GOES TO SPI			
CHECK 362401 TOTAL:								300.00	

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

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INVOICE DTL DESC

362402	06/04/2025	PRTD	420	PURCHASE POWER	279941	05/18/2025	05/18/2025	06/04/25	507.00
	Invoice: 05/18/2025				507.00	21011125 542500	CRT/POSTAGE MACHINE REFILL & COURT-POSTAGE/SHIPPING	OVERAGE FEE	
							CHECK	362402 TOTAL:	507.00
362403	06/04/2025	PRTD	5726	FERGUSON ENTERPRISES	279942	0287640	05/16/2025	06/04/25	6,438.42
	Invoice: 0287640				6,438.42	73411345 531100	PW/WO 24528 - HYDRANT & OFFICE SUPPLIES	GATE VALVE EXERCISER	
							CHECK	362403 TOTAL:	6,438.42
362404	06/04/2025	PRTD	8654	RAUL AGUIRRE	279943	52725	05/27/2025	06/04/25	130.00
	Invoice: 52725				130.00	21011125 541230	CRT/SPANISH INTERPRETER COURT-INTERPRETER	SERVICES MAY25	
							CHECK	362404 TOTAL:	130.00
362405	06/04/2025	PRTD	8664	KRISTA SEELY	279974	REFUND-WPCCDEP MAY25	05/12/2025	06/04/25	150.00
	Invoice: REFUND-WPCCDEP MAY25				150.00	41625860 586000	WPCC DEPOSIT REFUND - EVENT SC/COMMONS ROOM DEP-DISBURSEME	05/11/25	
							CHECK	362405 TOTAL:	150.00
362406	06/04/2025	PRTD	8035	SHINE QUARRY, LLC	279948	11405	05/12/2025	06/04/25	831.51
	Invoice: 11405				831.51	73111427 531100	PW/3/4" MINUS 49.17 TONS OFFICE SUPPLIES		
					279949	11428	05/13/2025	06/04/25	1,148.07
	Invoice: 11428				1,148.07	73111423 531100	PW/3/4" MINUS 67.89 TONS OFFICE SUPPLIES		
					279950	11450	05/14/2025	06/04/25	1,752.80
	Invoice: 11450				655.12	73111423 531100	PW/3/4" MINUS 38.74 TONS, 1 1/4" MINUS 64.91 TONS OFFICE SUPPLIES		
					1,097.68	73111427 531100	OFFICE SUPPLIES		
							CHECK	362406 TOTAL:	3,732.38
362407	06/04/2025	PRTD	601	SOUND REPROGRAPHICS	279952	110509	05/20/2025	06/04/25	493.91
	Invoice: 110509				493.91	31011492 53110001194	EX/COMPOST & LANDFILL BIN CAP-WASTE RED-SUPPLIES	STICKERS - WRRED GRANT	
					279975	108578	01/22/2025	06/04/25	55.99
	Invoice: 108578				55.99	31011131 531100	EX/EMERGENCY PHONE LIST EX-GF-SUPPLIES	WALLET CARDS	

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

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INVOICE DTL DESC

CHECK 362407 TOTAL: 549.90

362408 06/04/2025 PRD 5271 WASHINGTON WATER SER 279978 4815979187-MAY25
Invoice: 4815979187-MAY25

05/20/2025 06/04/25
DECANT FACILITY WATER
GG-DECANT-WATER/SEWER

170.20 91435838 547500

170.20

CHECK 362408 TOTAL: 170.20

NUMBER OF CHECKS 14

*** CASH ACCOUNT TOTAL ***

19,082.71

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	14	19,082.71

*** GRAND TOTAL *** 19,082.71

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JOURNAL ENTRIES TO BE CREATED
CLERK: glin

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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 6 42	APP 401-213000	06/04/2025	06/04/25	060425			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		7,025.72	
	APP 635-111100	06/04/2025	06/04/25	060425			CASH AP CASH DISBURSEMENTS JOURNAL			19,082.71
	APP 001-213000	06/04/2025	06/04/25	060425			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		7,561.91	
	APP 622-213000	06/04/2025	06/04/25	060425			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		292.50	
	APP 650-213000	06/04/2025	06/04/25	060425			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		300.00	
	APP 101-213000	06/04/2025	06/04/25	060425			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,732.38	
	APP 403-213000	06/04/2025	06/04/25	060425			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		170.20	
GENERAL LEDGER TOTAL									19,082.71	19,082.71
	APP 631-130000	06/04/2025	06/04/25	060425			DUE TO/FROM CLEARING		19,082.71	
	APP 401-130000	06/04/2025	06/04/25	060425			DUE TO/FROM CLEARING			7,025.72
	APP 001-130000	06/04/2025	06/04/25	060425			GENERAL - DUE TO/FROM CLEARING			7,561.91
	APP 622-130000	06/04/2025	06/04/25	060425			DUE TO/FROM CLEARING			292.50
	APP 650-130000	06/04/2025	06/04/25	060425			DUE TO/FROM CLEARING			300.00
	APP 101-130000	06/04/2025	06/04/25	060425			STREETS - DUE TO/FROM CLEARING			3,732.38
	APP 403-130000	06/04/2025	06/04/25	060425			DUE TO/FROM CLEARING			170.20
SYSTEM GENERATED ENTRIES TOTAL									19,082.71	19,082.71
JOURNAL 2025/06/42 TOTAL									38,165.42	38,165.42

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	6	42	06/04/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		7,561.91
001-213000				GENERAL - ACCOUNTS PAYABLE	7,561.91	
				FUND TOTAL	7,561.91	7,561.91
101 STREET FUND	2025	6	42	06/04/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		3,732.38
101-213000				STREETS - ACCOUNTS PAYABLE	3,732.38	
				FUND TOTAL	3,732.38	3,732.38
401 WATER OPERATING FUND	2025	6	42	06/04/2025		
401-130000				DUE TO/FROM CLEARING		7,025.72
401-213000				ACCOUNTS PAYABLE	7,025.72	
				FUND TOTAL	7,025.72	7,025.72
403 STORM & SURFACE WATER FUND	2025	6	42	06/04/2025		
403-130000				DUE TO/FROM CLEARING		170.20
403-213000				ACCOUNTS PAYABLE	170.20	
				FUND TOTAL	170.20	170.20
622 EXPENDABLE TRUST FUND	2025	6	42	06/04/2025		
622-130000				DUE TO/FROM CLEARING		292.50
622-213000				ACCOUNTS PAYABLE	292.50	
				FUND TOTAL	292.50	292.50
631 CLEARING FUND	2025	6	42	06/04/2025		
631-130000				DUE TO/FROM CLEARING	19,082.71	
635-111100				CASH		19,082.71
				FUND TOTAL	19,082.71	19,082.71
650 AGENCY FUND	2025	6	42	06/04/2025		
650-130000				DUE TO/FROM CLEARING		300.00
650-213000				ACCOUNTS PAYABLE	300.00	
				FUND TOTAL	300.00	300.00

FUND	DUE TO	DUE FR
001 GENERAL FUND		7,561.91
101 STREET FUND		3,732.38
401 WATER OPERATING FUND		7,025.72
403 STORM & SURFACE WATER FUND		170.20
622 EXPENDABLE TRUST FUND		292.50
631 CLEARING FUND	19,082.71	
650 AGENCY FUND		300.00
	-----	-----
TOTAL	19,082.71	19,082.71

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



ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS
CHECK RUN DATE: 06/12/2025

Last check from previous run: 362408 dated 06/04/2025 issued to WA Water Service for \$170.20

Last ACH from previous run: 5876 dated 06/05/2025 issued to WestBay Auto Parts for \$5,981.29

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
Regular Check run	06/12/2025	362409-362433	Total Regular Check Run	\$ 18,100.33
Regular ACH run	06/13/2025	5877-5908	Total Regular ACH Run	186,521.97
			Total Disbursements	\$ 204,622.30

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

06.20.2025

Kim Dunscombe, Accounting Manager

Date

Regular Check Run 06/12/25 GL

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

VOUCHER INVOICE

INV DATE PO

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										INVOICE DTL DESC			
362409	06/12/2025	PRTD	10369	LUCAS CALVIN DEMICK	280008	6585			05/15/2025	06/12/25	600.60		
Invoice: 6585					600.60	73421355	548100	PW/PUMPED 750 GAL FROM TANK - FERRY LOADING DOCK					
					WIN COLL-R&M								
										CHECK	362409 TOTAL:	600.60	
362410	06/12/2025	PRTD	7994	PENINSULA SERVICES	280047	113727			03/31/2025	06/12/25	75.00		
Invoice: 113727					75.00	36011143	541100	EXCC/DOCUMENT SHREDDING MAR25					
					CLERK-C/E-PROF SVCS								
Invoice: 114002					280048	114002			04/30/2025	06/12/25	75.00		
					75.00	36011143	541100	EXCC/DOCUMENT SHREDDING APR25					
					CLERK-C/E-PROF SVCS								
										CHECK	362410 TOTAL:	150.00	
362411	06/12/2025	PRTD	9853	ALTEC INDUSTRIES INC	280011	13002644			05/20/2025	06/12/25	354.63		
Invoice: 13002644					354.63	73111427	531100	PW/00280 - NON-CONDUCTIVE CAPSCREW					
					OFFICE SUPPLIES								
										CHECK	362411 TOTAL:	354.63	
362412	06/12/2025	PRTD	10779	CHRISTEN POWELL-ESSI	279990	125093			06/06/2025	06/12/25	213.25		
Invoice: 125093					213.25	411	122100	UB 13121 522 MADRONA WAY NE UNIT 2					
					WATER ACCOUNTS RECEIVABLE								
										CHECK	362412 TOTAL:	213.25	
362413	06/12/2025	PRTD	8253	CHS POULSBO	280017	55417/H			05/27/2025	06/12/25	1,220.03		
Invoice: 55417/H					1,220.03	73637892	531100	PW/SALT FOR WATER SYSTEMS					
					O&M-ALLOC-WTR-CONSUMABLES								
										CHECK	362413 TOTAL:	1,220.03	
362414	06/12/2025	PRTD	102	CITY OF BAINBRIDGE I	280020	RETREQ1-FINAL-01396			06/03/2025	20250018 06/12/25	143.00		
Invoice: RETREQ1-FINAL-01396					143.00	73425358	54810001396	RETAINAGE (10%) FOR CONTRACT 2025059					
					REPAIRS								
										CHECK	362414 TOTAL:	143.00	
362415	06/12/2025	PRTD	10742	KANGAS, ZACH	280019	PAYREQ1-FINAL-01396			06/03/2025	06/12/25	1,418.56		
Invoice: PAYREQ1-FINAL-01396					1,418.56	73425358	54810001396	PW/REMOVE AND DISPOSE OF TWO VFDS AT WWTP					
					REPAIRS								

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

VOUCHER INVOICE

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INVOICE DTL DESC

CHECK 362415 TOTAL: 1,418.56

362416 06/12/2025 PRD 10785 GRIFFIN, MARK
Invoice: 125099

279996 125099

350.52 411 122100

06/06/2025 06/12/25
UB 11808 270 EAKIN DRIVE NW
WATER ACCOUNTS RECEIVABLE

350.52

CHECK 362416 TOTAL: 350.52

362417 06/12/2025 PRD 10775 HALLETT, DARRELL & N
Invoice: 125089

279986 125089

34.18 411 122100

06/06/2025 06/12/25
UB 10797 495 ROBINWOOD DRIVE NE
WATER ACCOUNTS RECEIVABLE

34.18

CHECK 362417 TOTAL: 34.18

362418 06/12/2025 PRD 10788 KAPALA, GREGORY
Invoice: 125102

279999 125102

102.73 411 122100

06/06/2025 06/12/25
UB 13318 2710 WELCOME LANE NW
WATER ACCOUNTS RECEIVABLE

102.73

CHECK 362418 TOTAL: 102.73

362419 06/12/2025 PRD 10778 KRIEGER, DEB
Invoice: 125092

279989 125092

491.11 411 122100

06/06/2025 06/12/25
UB 10598 292 ERICKSEN AVENUE NE
WATER ACCOUNTS RECEIVABLE

491.11

CHECK 362419 TOTAL: 491.11

362420 06/12/2025 PRD 10777 LARSON, LUKE
Invoice: 125091

279988 125091

22.68 411 122100

06/06/2025 06/12/25
UB 13114 8617 RESERVE WAY
WATER ACCOUNTS RECEIVABLE

22.68

CHECK 362420 TOTAL: 22.68

362421 06/12/2025 PRD 10787 LEUNG, JULIE & TED
Invoice: 125101

279998 125101

239.48 411 122100

06/06/2025 06/12/25
UB 12052 9506 NORTHTOWN LOOP
WATER ACCOUNTS RECEIVABLE

239.48

CHECK 362421 TOTAL: 239.48

362422 06/12/2025 PRD 10783 MATSCHEK, ADAM
Invoice: 125097

279994 125097

72.64 411 122100

06/06/2025 06/12/25
UB 11590 5789 FOSTER ROAD NE
WATER ACCOUNTS RECEIVABLE

72.64

CHECK 362422 TOTAL: 72.64

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CASH ACCOUNT: 635			111100		CASH				INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK	DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE					
INVOICE DTL DESC												
362423	06/12/2025	PRTD	10781	MCMILLAN, RACHEL		279992	125095		06/06/2025		06/12/25	316.47
	Invoice: 125095					316.47	411	122100	UB 10317 221 SHEPARD WAY NW			
									WATER ACCOUNTS RECEIVABLE			
									CHECK	362423	TOTAL:	316.47
362424	06/12/2025	PRTD	10770	MOBILITY FOR ALL		280044	M4A-010		05/21/2025		06/12/25	4,500.00
	Invoice: M4A-010					4,500.00	31171492	54110001413	EX/COMMUNITY TRANSPORTATION STUDY			
									SUST TRANSP FEASIBILITY-PS			
									CHECK	362424	TOTAL:	4,500.00
362425	06/12/2025	PRTD	10786	OLIVER, SHIRLEY		279997	125100		06/06/2025		06/12/25	92.05
	Invoice: 125100					92.05	411	122100	UB 11865 300 WYATT WAY NE			
									WATER ACCOUNTS RECEIVABLE			
									CHECK	362425	TOTAL:	92.05
362426	06/12/2025	PRTD	10784	OLSEN, ELIZABETH		279995	125098		06/06/2025		06/12/25	7.17
	Invoice: 125098					7.17	411	122100	UB 11688 649 AL DORSEY LANE NW			
									WATER ACCOUNTS RECEIVABLE			
									CHECK	362426	TOTAL:	7.17
362427	06/12/2025	PRTD	10776	OSBURN, TODD		279987	125090		06/06/2025		06/12/25	99.28
	Invoice: 125090					99.28	421	122100	UB 12523 3142 POINT WHITE DRIVE NE			
									SEWER ACCOUNTS RECEIVABLE			
									CHECK	362427	TOTAL:	99.28
362428	06/12/2025	PRTD	10780	RYDING, ANNETTE E		279991	125094		06/06/2025		06/12/25	383.74
	Invoice: 125094					383.74	411	122100	UB 10237 341 FIR ACRES DRIVE NW			
									WATER ACCOUNTS RECEIVABLE			
									CHECK	362428	TOTAL:	383.74
362429	06/12/2025	PRTD	10782	SHERWOOD-MOORE, SUZA		279993	125096		06/06/2025		06/12/25	82.05
	Invoice: 125096					82.05	411	122100	UB 10894 1981 WILLOW AVENUE NE			
									WATER ACCOUNTS RECEIVABLE			
									CHECK	362429	TOTAL:	82.05

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

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362430	06/12/2025	PRTD	1485	VERIZON WIRELESS	280061	6114988788	06/01/2025	06/12/25	6,656.12
	Invoice: 6114988788						CITY WIDE WIRELESS SERVICES		
					51.69	91425358 542100	GG-WWTP-TELEPHONE/FAX		
					155.07	91421891 542100	GG-SWR-FAC-PHONE		
					51.69	91411891 542100	GG-WTR-FAC-PHONE		
					51.69	91415345 542100	GG-WTR ROCKAWAY-PHONES		
					120.03	73411345 542100	O&M-WTR MAINT-PHONE/POSTAGE		
					6,225.95	91011189 542100	GG-C/E-CITY HALL-PHONE		

CHECK 362430 TOTAL: 6,656.12

362431	06/12/2025	PRTD	167	WA ST DEPT OF ECOLOG	280063	TISDEL-2025	06/01/2025	06/12/25	125.00
	Invoice: TISDEL-2025						PW/WWTP OPERATOR CERTIFICATION - K TISDEL		
					125.00	73425358 549100	O&M-WWTP-DUES, SUBSCR		

CHECK 362431 TOTAL: 125.00

362432	06/12/2025	PRTD	938	WA ST DEPT OF HEALTH	280064	734507-2025	06/01/2025	06/12/25	322.00
	Invoice: 734507-2025						PW/2025 OPERATING PERMIT, CERTIFICATION FEES		
					322.00	73415345 549100	DUES/SUBSCRIPTIONS		

CHECK 362432 TOTAL: 322.00

362433	06/12/2025	PRTD	10353	VESTIS FIRST AID AND	280062	SEA1-002364	04/01/2025	06/12/25	103.04
	Invoice: SEA1-002364						PW/FIRST AID RESTOCK - SENIOR CENTER		
					103.04	73011755 531100	O&M-COMMONS SUPPLIES		

CHECK 362433 TOTAL: 103.04

NUMBER OF CHECKS 25 *** CASH ACCOUNT TOTAL *** 18,100.33

	COUNT	AMOUNT
	-----	-----
TOTAL PRINTED CHECKS	25	18,100.33

*** GRAND TOTAL *** 18,100.33

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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 6 116	APP 402-213000	06/12/2025	06/12/25	061225			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,593.20	
	APP 635-111100	06/12/2025	06/12/25	061225			CASH AP CASH DISBURSEMENTS JOURNAL			18,100.33
	APP 001-213000	06/12/2025	06/12/25	061225			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6,478.99	
	APP 101-213000	06/12/2025	06/12/25	061225			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		354.63	
	APP 401-213000	06/12/2025	06/12/25	061225			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		2,953.48	
	APP 631-213000	06/12/2025	06/12/25	061225			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,220.03	
	APP 171-213000	06/12/2025	06/12/25	061225			TBF-A/P AP CASH DISBURSEMENTS JOURNAL		4,500.00	
GENERAL LEDGER TOTAL									18,100.33	18,100.33
	APP 631-130000	06/12/2025	06/12/25	061225			DUE TO/FROM CLEARING		16,880.30	
	APP 402-130000	06/12/2025	06/12/25	061225			DUE TO/FROM CLEARING			2,593.20
	APP 001-130000	06/12/2025	06/12/25	061225			GENERAL - DUE TO/FROM CLEARING			6,478.99
	APP 101-130000	06/12/2025	06/12/25	061225			STREETS - DUE TO/FROM CLEARING			354.63
	APP 401-130000	06/12/2025	06/12/25	061225			DUE TO/FROM CLEARING			2,953.48
	APP 171-130000	06/12/2025	06/12/25	061225			TBF-DUE TO/FROM CLEARING			4,500.00
SYSTEM GENERATED ENTRIES TOTAL									16,880.30	16,880.30
JOURNAL 2025/06/116 TOTAL									34,980.63	34,980.63

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	6	116	06/12/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		6,478.99
001-213000				GENERAL - ACCOUNTS PAYABLE	6,478.99	
				FUND TOTAL	6,478.99	6,478.99
101 STREET FUND	2025	6	116	06/12/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		354.63
101-213000				STREETS - ACCOUNTS PAYABLE	354.63	
				FUND TOTAL	354.63	354.63
171 TRANSP BEN FUND	2025	6	116	06/12/2025		
171-130000				TBF-DUE TO/FROM CLEARING		4,500.00
171-213000				TBF-A/P	4,500.00	
				FUND TOTAL	4,500.00	4,500.00
401 WATER OPERATING FUND	2025	6	116	06/12/2025		
401-130000				DUE TO/FROM CLEARING		2,953.48
401-213000				ACCOUNTS PAYABLE	2,953.48	
				FUND TOTAL	2,953.48	2,953.48
402 SEWER OPERATING FUND	2025	6	116	06/12/2025		
402-130000				DUE TO/FROM CLEARING		2,593.20
402-213000				ACCOUNTS PAYABLE	2,593.20	
				FUND TOTAL	2,593.20	2,593.20
631 CLEARING FUND	2025	6	116	06/12/2025		
631-130000				DUE TO/FROM CLEARING	16,880.30	
631-213000				ACCOUNTS PAYABLE	1,220.03	
635-111100				CASH		18,100.33
				FUND TOTAL	18,100.33	18,100.33

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
001 GENERAL FUND		6,478.99
101 STREET FUND		354.63
171 TRANSP BEN FUND		4,500.00
401 WATER OPERATING FUND		2,953.48
402 SEWER OPERATING FUND		2,593.20
631 CLEARING FUND	16,880.30	
	-----	-----
TOTAL	16,880.30	16,880.30

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

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
5877	06/13/2025	EFT	5 ACE HARDWARE	280000	058338-1	05/29/2025		06/12/25	54.55
Invoice: 058338-1				54.55	73111264 531100	PW/VO 24506 - MARKING PAINT X5 O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: 058349-1				280001	058349-1	06/02/2025		06/12/25	23.63
				23.63	73411345 531100	PW/VO 24527 - FOOT PUMP, PENCIL TIRE GAUGE OFFICE SUPPLIES			
Invoice: 058353-1				280002	058353-1	06/02/2025		06/12/25	12.14
				12.14	73111264 531100	PW/VO 24506 - FASTENERS O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: 058354-1				280003	058354-1	06/02/2025		06/12/25	17.46
				17.46	73011897 531100	PW/VO 24543 - LIBMAN BROOM O&M-C/E-PWY FAC-SUPPLIES			
Invoice: 058355-1				280004	058355-1	06/02/2025		06/12/25	20.74
				20.74	73425358 531100	PW/VO 24572 - MASON JARS X12 O&M-WWTP-SUPPLIES			
Invoice: 58357-1				280005	58357-1	06/03/2025		06/12/25	10.91
				10.91	73011183 531100	PW/VO 24476 - THREADLOCKER O&M-C/E-CH FAC-SUPPLIES			
Invoice: 058364-1				280006	058364-1	06/03/2025		06/12/25	261.82
				261.82	73111264 531100	PW/VO 24506 - MARKING PAINT O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: 058367-1				280007	058367-1	06/03/2025		06/12/25	7.63
				7.63	73011183 531100	PW/VO 24476 - ANT CONTROL O&M-C/E-CH FAC-SUPPLIES			
								CHECK 5877 TOTAL:	408.88
5878	06/13/2025	EFT	1030 SUNBELT RENTALS	280060	169278310-0001	05/22/2025		06/12/25	565.81
Invoice: 169278310-0001				565.81	73425358 548100	PW/VO 24572-MANLIFT, SCISSORLIFT, LIFT BED TRAILER O&M-WWTP-REPAIRS			
								CHECK 5878 TOTAL:	565.81
5879	06/13/2025	EFT	10028 1PASSWORD	280015	INV_CAN62060	05/27/2025		06/12/25	8,899.80
Invoice: INV_CAN62060				8,899.80	81011881 548500	IT/PASSWORD MANAGEMENT APPLICATION IT - C/E COMPUTER SUPPORT			
								CHECK 5879 TOTAL:	8,899.80
5880	06/13/2025	EFT	8991 ALLIANCE 2020, INC	280009	5860535	05/31/2025		06/12/25	711.90
Invoice: 5860535				711.90	33011161 541100	HR/BACKGROUND CHECKS HR-C/E-PROF SVCS			

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

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						CHECK	5880 TOTAL:	711.90
5881	06/13/2025 EFT	10273	ALS GROUP USA CORP.	280010	36-51-680529-0	05/19/2025	06/12/25	349.00
Invoice: 36-51-680529-0				349.00	73411345 541100	PW/PFAS TESTING PROFESSIONAL SERVICES		
						CHECK	5881 TOTAL:	349.00
5882	06/13/2025 EFT	50	BAINBRIDGE ISLAND EL	280012	20250010	05/16/2025	06/12/25	1,129.67
Invoice: 20250010				1,129.67	73421355 548100	PW/SERVICED ISLAND TERRACE LIFT STATION WIN COLL-R&M		
Invoice: 20250056				280013	20250056	05/16/2025	06/12/25	491.40
				491.40	73421355 548100	PW/SERVICED FERRY DOCK LIFT STATION WIN COLL-R&M		
Invoice: 20250059				280014	20250059	05/23/2025	06/12/25	693.42
				693.42	73411345 548100	PW/REPLACED TRANSDUCER - FLETCHER BAY REPAIRS & MAINTENANCE		
						CHECK	5882 TOTAL:	2,314.49
5883	06/13/2025 EFT	8890	BAINBRIDGE ISLAND JA	280016	2025-Q1	04/06/2025	06/12/25	9,440.00
Invoice: 2025-Q1				9,440.00	31011732 54110000297	EX/2024-2025 BIJAC CULTURAL FUNDING EX-GF-CULTURAL ARTS & SCIENCES		
						CHECK	5883 TOTAL:	9,440.00
5884	06/13/2025 EFT	9019	CITIES DIGITAL, INC.	280018	63772	05/27/2025	06/12/25	2,739.59
Invoice: 63772				2,739.59	81011881 535100	IT/LASERFICHE LICENSES-ADDL FULL USERS X3 IT - C/E COMPUTER SOFTWARE		
						CHECK	5884 TOTAL:	2,739.59
5885	06/13/2025 EFT	142	COPIERS NORTHWEST IN	280021	INV3007582	05/20/2025	06/12/25	242.21
Invoice: INV3007582				242.21	81011881 531100	IT/SUPPLIES - CANON OCE PRINTER PLOTTER SCANNER IT - C/E SUPPLIES		
						CHECK	5885 TOTAL:	242.21
5886	06/13/2025 EFT	6363	LN CURTIS & SONS	280042	INV948185	05/14/2025	06/12/25	46.14
Invoice: INV948185				46.14	53011212 520000	POL/UNIFORM/DAY POLICE - C/E PATROL BENEFITS		

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CASH ACCOUNT: 635 111100 CASH
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INVOICE DTL DESC

CHECK 5886 TOTAL: 46.14

5887 06/13/2025 EFT 10611 DOCTER, JAMES N
Invoice: 06/06/2025

280022 06/06/2025
300.00 21011125 541210

06/06/2025 06/12/25
CRT/JUDGE PRO TEMPORE 06/03/25
COURT-JUDGE PRO TEMPORE SVCS

300.00

CHECK 5887 TOTAL: 300.00

5888 06/13/2025 EFT 8134 EVERBRIDGE, INC
Invoice: M88043

280023 M88043
3,276.00 81011881 548500

05/20/2025 06/12/25
IT/NIXLE MESSAGING SYSTEM - ADDL CREDITS
IT - C/E COMPUTER SUPPORT

3,276.00

CHECK 5888 TOTAL: 3,276.00

5889 06/13/2025 EFT 10151 FASTENAL COMPANY
Invoice: WABR170747

280024 WABR170747
4,108.03 73637891 531100

05/20/2025 06/12/25
PW/SAFETY SUPPLIES
OFFICE SUPPLIES

4,108.03

CHECK 5889 TOTAL: 4,108.03

5890 06/13/2025 EFT 1953 FERGUSON ENTERPRISES
Invoice: 0076392

280025 0076392
481.30 73425358 531100

05/21/2025 06/12/25
PW/WO 24571 - INDELAC ACTUATOR
O&M-WWTP-SUPPLIES

481.30

Invoice: 0080929

280026 0080929
7,005.43 73411345 531100

05/21/2025 06/12/25
PW/WO 24522 - OMNI C2 WATER METER
OFFICE SUPPLIES

7,005.43

Invoice: 0081567

280027 0081567
134.32 73011319 53110000827

05/29/2025 06/12/25
PW/WO 24484 - PLASTIC DRAINAGE PIPE X100
FARM MAINT PROJECTS TBD-SUPPLY

134.32

CHECK 5890 TOTAL: 7,621.05

5891 06/13/2025 EFT 513 GRAINGER
Invoice: 9512504110

280028 9512504110
21.18 73111427 531100

05/19/2025 06/12/25
PW/WO 00270 - MINI SNAP ACTION SWITCH X10
OFFICE SUPPLIES

21.18

Invoice: 9515279694

280029 9515279694
554.47 73421355 531100

05/21/2025 06/12/25
PW/WO 24555 - GLOVES, BITE/STING RELIEF SWABS
WIN COLL-SUPPLIES

554.47

CHECK 5891 TOTAL: 575.65

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

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INVOICE DTL DESC

5892	06/13/2025 EFT	8955	GRANICUS LLC	280030	207102	05/30/2025	06/12/25	31,939.41
	Invoice: 207102			31,939.41	81011881 548500	IT/SMARTGOV SOFTWARE APPLICATION FOR PCD		
						IT - C/E COMPUTER SUPPORT		
						CHECK	5892 TOTAL:	31,939.41
5893	06/13/2025 EFT	268	HOUSING RESOURCES BA	280031	16678	06/01/2025	06/12/25	700.00
	Invoice: 16678			700.00	31180592 54130400297	EX/IMHP PASS-THRU RENT		
						IMHP SPACE RENT DEFAULT		
						CHECK	5893 TOTAL:	700.00
5894	06/13/2025 EFT	1496	KITSAP COUNTY SEWER	280032	KCSD7-COBI-2025-MAY	06/04/2025	06/12/25	35,469.20
	Invoice: KCSD7-COBI-2025-MAY			35,469.20	73426356 551000	PW/SEWER UTILITY CHARGE MAY25		
						SIS-SD#7 PROCESSING CHGS		
						CHECK	5894 TOTAL:	35,469.20
5895	06/13/2025 EFT	10439	KELLEY CREATE CO	280033	39227171	05/15/2025	06/12/25	181.28
	Invoice: 39227171			181.28	21011125 545000	CRT/COPIER LEASE-330AC		
						COURT-RENTS & LEASES		
	Invoice: 39245862			280034	39245862	05/19/2025	06/12/25	294.84
				294.84	72011321 545000	ENG/COPIER LEASE-6525AC		
						ENG - C/E ADMIN RENTS & LEASES		
	Invoice: 39245863			280035	39245863	05/19/2025	06/12/25	361.46
				361.46	61470581 545000	PCD/COPIER LEASE-7527ACT		
						PCD - DEV ADMIN RENTS & LEASES		
	Invoice: 39245864			280036	39245864	05/19/2025	06/12/25	47.06
				47.06	73637891 545000	PW/COPIER LEASE-XC2326		
						RENTS & LEASES - OPERATING		
	Invoice: IN1986982			280037	IN1986982	06/03/2025	06/12/25	6.67
				6.67	21011125 545000	CRT/COPIER LEASE-330AC OVERAGES		
						COURT-RENTS & LEASES		
	Invoice: 39160163			280075	39160163	05/06/2025	06/12/25	183.57
				183.57	41011141 545000	FIN/COPIER LEASE-XC2326		
						FIN-GF-RENTS & LEASES		
	Invoice: 39245865			280076	39245865	05/19/2025	06/12/25	47.06
				47.06	41011141 545000	FIN/COPIER LEASE-XC2326		
						FIN-GF-RENTS & LEASES		

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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 5895 TOTAL: 1,121.94

5896 06/13/2025 EFT 8546 KITSAP 911 PUBLIC AU 280038 BIPD2025-06
Invoice: BIPD2025-06
5,166.06 53011286 551000
2,214.02 52011286 551000

05/15/2025 06/12/25 7,380.08
POL/CALL CENTER SERVICES
POLICE - C/E PATROL CENCOM
POLICE - C/E - INVEST CENCOM

CHECK 5896 TOTAL: 7,380.08

5897 06/13/2025 EFT 315 KITSAP HUMANE SOCIET 280039 52214
Invoice: 52214
7,551.00 91011393 541100

06/01/2025 06/12/25 7,551.00
2025-26 ANIMAL CONTROL AND IMPOUNDING PSA
FIN - C/E ANIMAL CONTROL FEES

CHECK 5897 TOTAL: 7,551.00

5898 06/13/2025 EFT 309 KITSAP TIRE CENTER I 280040 INV066666
Invoice: INV066666
804.45 73111290 531100

05/05/2025 06/12/25 804.45
PW/WO 00283 - GOODYEAR WRANGLER ALL-TERRAIN TIRES
O&M-STREET-MAINT O/H-SUPPLIES

CHECK 5898 TOTAL: 804.45

5899 06/13/2025 EFT 5607 LMN ARCHITECTS 280041 65090
Invoice: 65090
1,925.00 64011586 54110001242

05/26/2025 06/12/25 1,925.00
PCD/WINSLOW SUBAREA PLAN UPDATE
WINSLOW SUBAREA PLAN-PROF SVCS

CHECK 5899 TOTAL: 1,925.00

5900 06/13/2025 EFT 10360 MERCHANT PATROL SECU 280043 4364
Invoice: 4364
809.76 21011125 541100

06/01/2025 06/12/25 809.76
CRT/COURT SECURITY MAY25
COURT-PROF SERVICES

CHECK 5900 TOTAL: 809.76

5901 06/13/2025 EFT 2574 NATIONAL BARRICADE C 280045 317763
Invoice: 317763
6,436.36 73111264 531100

05/15/2025 06/12/25 6,436.36
PW/WO 24506 - TRAFFIC SIGNS, POSTS, ANCHORS
O&M-STREET-TRAF CONTROL-SUPPLY

CHECK 5901 TOTAL: 6,436.36

5902 06/13/2025 EFT 4111 OLYMPIC SPRINGS INC 280046 375594
Invoice: 375594
21.73 73425358 531100

05/31/2025 06/12/25 21.73
PW/WWTP - 5 GAL PURIFIED WATER X2
O&M-WWTP-SUPPLIES

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

CHECK 5902 TOTAL: 21.73

5903 06/13/2025 EFT 6333 PETROCARD INC.
Invoice: 0553489-IN

280049 0553489-IN
347.89 73011483 531100

05/14/2025 06/12/25
PW/WO 24489 - HYDRAULIC FILTER CART X2
O&M-GF-MECH SHOP-SUPPLIES

347.89

Invoice: 0553797-IN

280050 0553797-IN
2,707.13 73638893 532000
1,924.96 73638932 532000

05/15/2025 06/12/25
PW/DIESEL & REGULAR FUEL
O&M-FUEL USE-ALLOCATION
O&M-FUEL ALLOC TO OTH DEPTS

4,632.09

CHECK 5903 TOTAL: 4,979.98

5904 06/13/2025 EFT 8922 REXEL USA INC.
Invoice: 6G79165

280051 6G79165
422.32 73011189 53110001391

05/22/2025 06/12/25
PW/LOWER YARD LIGHT REPLACEMENTS
SUPPLIES

422.32

Invoice: 6H30460

280052 6H30460
182.80 73425358 531100

05/21/2025 06/12/25
PW/WO 24572 - WWTP LIGHTS
O&M-WWTP-SUPPLIES

182.80

CHECK 5904 TOTAL: 605.12

5905 06/13/2025 EFT 8129 SMARSH INC
Invoice: INV-272639

280053 INV-272639
116.76 81011881 548500

05/31/2025 06/12/25
IT/TEXT MESSAGING ARCHIVING - ADDL CAPTURES
IT - C/E COMPUTER SUPPORT

116.76

CHECK 5905 TOTAL: 116.76

5906 06/13/2025 EFT 8132 SPECTRA LABORATORIES
Invoice: 25-03418

280054 25-03418
39.00 73011897 54110000391

05/16/2025 06/12/25
PW/TESTING - PW FACILITY WELL
LAB SVCS-PWY FAC

39.00

Invoice: 25-03419

280055 25-03419
39.00 73411345 54110000391

05/16/2025 06/12/25
PW/TESTING - HEAD OF THE BAY WELLS
LAB SVCS-WATER

39.00

Invoice: 25-03420

280056 25-03420
39.00 73415345 54110000391

05/16/2025 06/12/25
PW/TESTING - ROCKAWAY BEACH
LAB SVCS-WATER ROCKAWAY

39.00

Invoice: 25-03431

280057 25-03431
96.00 73411345 54110000391

05/16/2025 06/12/25
PW/TESTING - MULTIPLE SITES
LAB SVCS-WATER

96.00

Invoice: 25-03432

280058 25-03432
32.00 73415345 54110000391

05/16/2025 06/12/25
PW/TESTING - ROCKAWAY BEACH
LAB SVCS-WATER ROCKAWAY

32.00

06/12/2025 14:30 |CITY OF BAINBRIDGE ISLAND
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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	5906 TOTAL:	245.00	
5907	06/13/2025 EFT	9358	STRUCTURED COMMUNICA	280059	0251240-IN	03/31/2025	06/12/25	43,764.01
	Invoice: 0251240-IN			43,764.01	81011881 548500	IT/ANNUAL CROWDSTRIKE	SOFTWARE LICENSES	
						IT - C/E COMPUTER SUPPORT		
					CHECK	5907 TOTAL:	43,764.01	
5908	06/13/2025 EFT	499	WESTBAY AUTO PARTS I	280065	926147	05/08/2025	06/12/25	-10.54
	Invoice: 926147			-10.54	73638935 531100	PW/SHOP SUPPLIES - CREDIT MEMO		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 928738			280066	928738	05/22/2025	06/12/25	18.81
				18.81	73638935 531100	PW/SHOP SUPPLIES - DOOR AJAR SWITCH		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 929440			280067	929440	05/27/2025	06/12/25	58.71
				58.71	73638935 531100	PW/SHOP SUPPLIES - ADAPTERS, FUEL FILTERS		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 929593			280068	929593	05/28/2025	06/12/25	14.68
				14.68	73638935 531100	PW/SHOP SUPPLIES - HEADLIGHT CONNECTOR, SPARK PLUG		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 929597			280069	929597	05/28/2025	06/12/25	388.70
				388.70	73638935 531100	PW/SHOP SUPPLIES - OIL, AIR, FUEL FILTERS		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 929870			280070	929870	05/29/2025	06/12/25	126.30
				126.30	73638935 531100	PW/SHOP SUPPLIES - OIL, AIR, FUEL FILTERS		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 930474			280071	930474	06/02/2025	06/12/25	-17.49
				-17.49	73638935 531100	PW/SHOP SUPPLIES - CREDIT MEMO		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 930478			280072	930478	06/02/2025	06/12/25	273.38
				273.38	73638935 531100	PW/SHOP SUPPLIES - DEF, GLOVES, TAILGATE HANDLE		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 930498			280073	930498	06/02/2025	06/12/25	42.74
				42.74	73638935 531100	PW/SHOP SUPPLIES - CABIN AIR FILTER		
						O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 930636			280074	930636	06/02/2025	06/12/25	158.33
				158.33	73638935 531100	PW/SHOP SUPPLIES - ANTIFREEZE, BATTERY		
						O&M-STD ALLOCATION-SUPPLIES		

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	CHECK	5908	TOTAL:	1,053.62
NUMBER OF CHECKS	32	***	CASH ACCOUNT TOTAL ***	186,521.97
	COUNT		AMOUNT	
	-----		-----	
TOTAL EFT'S	32		186,521.97	
		***	GRAND TOTAL ***	186,521.97

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JOURNAL ENTRIES TO BE CREATED
CLERK: glin

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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 6 117	APP 101-213000	06/13/2025	06/12/25	061325			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		7,590.50	
	APP 635-111100	06/13/2025	06/12/25	061325			CASH AP CASH DISBURSEMENTS JOURNAL			186,521.97
	APP 401-213000	06/13/2025	06/12/25	061325			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,277.48	
	APP 001-213000	06/13/2025	06/12/25	061325			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		120,834.61	
	APP 402-213000	06/13/2025	06/12/25	061325			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		38,917.12	
	APP 631-213000	06/13/2025	06/12/25	061325			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		9,840.80	
	APP 108-213000	06/13/2025	06/12/25	061325			AFFORD HSG - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		700.00	
	APP 407-213000	06/13/2025	06/12/25	061325			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		361.46	
GENERAL LEDGER TOTAL									186,521.97	186,521.97
	APP 631-130000	06/13/2025	06/12/25	061325			DUE TO/FROM CLEARING		176,681.17	
	APP 101-130000	06/13/2025	06/12/25	061325			STREETS - DUE TO/FROM CLEARING			7,590.50
	APP 401-130000	06/13/2025	06/12/25	061325			DUE TO/FROM CLEARING			8,277.48
	APP 001-130000	06/13/2025	06/12/25	061325			GENERAL - DUE TO/FROM CLEARING			120,834.61
	APP 402-130000	06/13/2025	06/12/25	061325			DUE TO/FROM CLEARING			38,917.12
	APP 108-130000	06/13/2025	06/12/25	061325			AFFORD HSG DUE TO/FROM CLEAR'G			700.00
	APP 407-130000	06/13/2025	06/12/25	061325			DUE TO/FROM CLEARING			361.46
SYSTEM GENERATED ENTRIES TOTAL									176,681.17	176,681.17
JOURNAL 2025/06/117 TOTAL									363,203.14	363,203.14

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2025	6	117	06/13/2025		
001-130000				GENERAL - DUE TO/FROM CLEARING		120,834.61
001-213000				GENERAL - ACCOUNTS PAYABLE	120,834.61	
				FUND TOTAL	120,834.61	120,834.61
101 STREET FUND	2025	6	117	06/13/2025		
101-130000				STREETS - DUE TO/FROM CLEARING		7,590.50
101-213000				STREETS - ACCOUNTS PAYABLE	7,590.50	
				FUND TOTAL	7,590.50	7,590.50
108 AFFORDABLE HOUSING FUND	2025	6	117	06/13/2025		
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
401 WATER OPERATING FUND	2025	6	117	06/13/2025		
401-130000				DUE TO/FROM CLEARING		8,277.48
401-213000				ACCOUNTS PAYABLE	8,277.48	
				FUND TOTAL	8,277.48	8,277.48
402 SEWER OPERATING FUND	2025	6	117	06/13/2025		
402-130000				DUE TO/FROM CLEARING		38,917.12
402-213000				ACCOUNTS PAYABLE	38,917.12	
				FUND TOTAL	38,917.12	38,917.12
407 BUILDING & DEVELOPMENT FUND	2025	6	117	06/13/2025		
407-130000				DUE TO/FROM CLEARING		361.46
407-213000				ACCOUNTS PAYABLE	361.46	
				FUND TOTAL	361.46	361.46
631 CLEARING FUND	2025	6	117	06/13/2025		
631-130000				DUE TO/FROM CLEARING	176,681.17	
631-213000				ACCOUNTS PAYABLE	9,840.80	
635-111100				CASH		186,521.97
				FUND TOTAL	186,521.97	186,521.97

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
001 GENERAL FUND		120,834.61
101 STREET FUND		7,590.50
108 AFFORDABLE HOUSING FUND		700.00
401 WATER OPERATING FUND		8,277.48
402 SEWER OPERATING FUND		38,917.12
407 BUILDING & DEVELOPMENT FUND		361.46
631 CLEARING FUND	176,681.17	
	-----	-----
TOTAL	176,681.17	176,681.17

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 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:

[051325 Special City Council Meeting Executive Session Minutes.pdf](#)
[061025 Special City Council Meeting - Executive Session Minutes.pdf](#)
[061025 Regular City Council Business Meeting Minutes.pdf](#)
[061725 City Council Study Session Minutes.pdf](#)
[061725 Special City Council Business Meeting Minutes.pdf](#)



**SPECIAL CITY COUNCIL MEETING – EXECUTIVE SESSION
TUESDAY, MAY 13, 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, Moriwaki, and Schneider were present. Councilmember Fantroy-Johnson was absent but will join on Zoom. Councilmember Hytopoulos 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 30 minutes.

Councilmember Fantroy-Johnson joined the Executive Session on Zoom.

3) ADJOURNMENT

Council returned from executive session at 6:00 p.m. and Mayor Mathews adjourned the meeting.

Ashley Mathews, Mayor

Peggy Nimb, CMC, Deputy City Clerk



SPECIAL CITY COUNCIL MEETING – EXECUTIVE SESSION

TUESDAY, JUNE 10, 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, Fantroy-Johnson, Hytopoulos, Moriwaki were present. Councilmember Schneider 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 at 5:29 p.m. pursuant to RCW 42.30.110(1)(i) for 25 minutes.

3) ADJOURNMENT

Council returned from executive session at 5:55 p.m., and Mayor Mathews adjourned the meeting.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



**REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, JUNE 10, 2025**

Meeting Minutes

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

Mayor Mathews called the meeting to order at 6:03 p.m. in Council Chambers and on the Zoom webinar.

Mayor Mathews, Deputy Mayor Quitslund, and Councilmembers Deets, Fantroy-Johnson, Hytopoulos, and Moriwaki were present. Councilmember Schneider 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 Fantroy-Johnson moved and Deputy Mayor Quitslund seconded to approve the agenda as presented. Councilmember Fantroy-Johnson noted that she has a conflict of interest with agenda item 8.A and would leave Council Chambers when the item was discussed.

3) PRESENTATION(S)

3.A Present Proclamation Declaring June 19, 2025, as the "Day to Celebrate Juneteenth 2025"
Cover Page
[Juneteenth Proclamation 2025.docx](#)

Councilmember Fantroy-Johnson read the proclamation. Akuya Karen Vargas, Chasity Malatesta, and Eliza Jones accepted the proclamation.

3.B Present Proclamation Declaring June 2025 as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Plus Pride Month
Cover Page
[LGBTQI Plus Pride Month Proclamation 2025.pdf](#)

Mayor Mathews read the proclamation. Lyn Flowers, Eve Palay, and Bainbridge Pride Crew accepted the proclamation.

3.C Announce the Bainbridge Island Reads Book for Summer and Fall 2025 - Executive
Cover Page

Management Analyst Nebenzahl announced that the Bainbridge Island Reads book is The Great Alaska Earthquake, Genie Chance, and the Shattered City She Held Together by Jon Mooallem. Jon Mooallem spoke about his book.

4) PUBLIC COMMENT

4.A Guidelines and Instructions for Public Comment

[Cover Page](#)

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

Rachel Reese thanked Council for the proclamations.

Lisa Neal thanked Council for the proclamations and spoke about free speech.

Dawn Janow spoke against the gas-powered leaf blower ban.

Allan Haugan spoke against the gas-powered leaf blower ban and the utility rate increase.

David Shutz spoke against the gas-powered leaf blower ban.

Scott Daniels spoke in support of the gas-powered leaf blower ban.

Debbie Haase thanked Council for the proclamations.

David Dunn spoke about flamingos in the roundabout.

Michael from Wing Point Golf Course spoke against the gas-powered leaf blower ban.

Malcolm Gander spoke about the Groundwater Management Plan.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda

[Cover Page](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to approve the Consent Agenda with the removal of 5.D and 5.J for discussion.

Moriwaki/Quitslund: The motion carried 6 - 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Ashley Mathews

NOES: None

ABSENT: Leslie Schneider

ABSTAIN: None

5.B Approve City Council Meeting Minutes

[Cover Page](#)

[052025 Special City Council Meeting - EOC Tour .pdf](#)

[052025 City Council Study Session Minutes.pdf](#)

[052725 City Council Business Meeting Minutes.pdf](#)

[052925 Special City Council Meeting - LIHI Community Listening Session.pdf](#)

- 5.C Approve Accounts Payable and Payroll**
[Cover Page](#)
[Council Report 06-05-25.pdf](#)
[AP Report to Council of Cash Disbursements 05-21-25.pdf](#)
[AP Report to Council of Cash Disbursements 05-28-25.pdf](#)
- 5.E Authorize the City Manager to Enter Into a Construction Contract with James Lynch Construction, LLC, for the Mobile Home Site Preparation Project (\$56,408.35, Capital Construction) - Public Works**
[Cover Page](#)
[SWR Mobile Home Site Preparation James Lynch Construction LLC.docx](#)
[Bid Tabulation_Manufactured Home Site Preparation.pdf](#)
[CIP_Mobile Home Project Page.pdf](#)
- 5.F Approve the Updated Interlocal Agreement with Kitsap Public Utility District for Fiber Nodes at the Wastewater Treatment Plant and Ted Spearman Justice Center - Executive**
[Cover Page](#)
[KPUD ILA Ted Spearman Justice Center.pdf](#)
- 5.G Authorize the City Manager to Advertise for Construction Bids in Support of the Lower Lovell/Wood Ave/Sunday Cove Sewer Improvements Project - Public Works**
[Cover Page](#)
[Lovell Wood CIP Budget Pages.pdf](#)
- 5.H Adopt Ordinance No. 2025-11 Relating to Commute Trip Reduction to Amend BIMC 2.70, Commute Trip Reduction Incentive Program, and BIMC 10.24, Commute Trip Reduction Program**
[Cover Page](#)
[Ordinance No. 2025-11 relating to the CTR Program.docx](#)
- 5.I Authorize the City Manager to Execute the Collaborative Services Agreement between the Bainbridge Island Fire Department, Bainbridge Prepares, and the City of Bainbridge Island to Support Emergency Preparedness Planning and Response**
[Cover Page](#)
[Collaborative BIFD City Bainbridge Prepares FINAL 5-14-2025.docx](#)

ITEMS REMOVED FROM THE CONSENT AGENDA

- 5.D Authorize the City Manager to Execute a Construction Contract with Sound Pacific Construction LLC for the Eagle Harbor Drive Safety Improvements & Wyatt Way Bicycle and Pedestrian Safety Improvements Project, and Authorize a Budget Amendment in the Amount of \$330,000.00 from the Water Utility Fund to Support the Project (\$2,658,456.20 - Capital Construction Fund) - Public Works**
[Cover Page](#)
[FBB Eagle Harbor Drive Wyatt Way Sound Pacific Construction LLC.docx](#)
[Bid Form_EH Safety and WW Ped and Bicycle Safety Improvements_2025.06.04_CC.pdf](#)
[CIP_Connecting Centers - Eagle Harbor Drive Wyatt Way Non-Motorized Improvements_00968.pdf](#)
[EHD Wyatt Location Map.pdf](#)

Councilmember Moriwaki asked for additional information.

MOTION: I move to authorize the City Manager to execute a construction contract with Sound Pacific Construction LLC in the amount of \$2,658,456.20 for the Eagle Harbor Drive Safety Improvements & Wyatt Way Bicycle and Pedestrian Safety Improvements Project, and authorize a budget amendment in the amount of \$330,000.00 from the Water Utility Fund to support the project.

Moriwaki/Deets: The motion carried 6 - 0.

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

5.J Confirm the City Council's May 20, 2025, Study Session Direction with Regard to the Council Chamber Timeline Art
[Cover Page](#)
[Council Art presentation 2.pdf](#)

Councilmember Moriwaki expressed concerns with the process, and Council discussed the topic.

MOTION: I move to confirm the City Council's May 20, 2025, Study Session direction to remove the numbering and lettering from the Council Chamber Timeline Art.

Quitslund/Fantroy-Johnson: The motion carried 4 – 2.

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

6) COUNCIL ANNOUNCEMENTS

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

7) CITY MANAGER'S REPORT

7.A Receive City Manager's Report
[Cover Page](#)

City Manager King provided information on the e-bike voucher program and presented the Government Finance Officers Association (GFOA) Budget Award to Finance Director Pitts. Finance Director Pitts thanked staff.

8) REGULAR BUSINESS

8.A Introduce Ordinance No. 2025-15, Approving Comcast Cable Television Franchise Agreement
[Cover Page](#)
[Comcast Franchise Ordinance 4912-5751-6607.1.docx](#)
[Bainbridge Island Comcast Cable Television Franchise 4-24-25.docx](#)

Councilmember Fantroy-Johnson left Council Chambers due to a conflict of interest.

City Manager King introduced the agenda item. Consultant Tom Duchen joined the meeting remotely and provided additional information.

MOTION: I move to forward Ordinance No. 2025-15 to the June 24, 2025, City Council meeting for consideration of approval.

Moriwaki/Quitslund: The motion carried 5 – 0.

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

Councilmember Fantroy-Johnson returned to Council Chambers at 7:33 p.m.

8.I Confirm Appointments to Race Equity Advisory Committee

[Cover Page](#)

[REAC Application 2025 - Catalina Martinez redacted.pdf](#)

[REAC Application 2025 - Dashiell Tibbals redacted.pdf](#)

[REAC Application 2025 - Olivia Hall redacted.pdf](#)

Mayor Mathews asked to move this item up on the agenda.

MOTION: I move to confirm the recommended reappointment of Olivia Hall, Position 4, for a three-year term ending in June 2028.

Quitslund/Fantroy-Johnson: The motion carried 6 - 0.

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

MOTION: I move to confirm the recommended appointment of Dashiel Tibbals, Position 5, for a three-year term ending in June 2028.

Quitslund/Fantroy-Johnson: The motion carried 6 - 0.

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

MOTION: I move to confirm the recommended appointment of Catalina Martinez, Position 6, for a three-year term ending in June 2028.

Quitslund/Fantroy-Johnson: The motion carried 6 - 0.

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

ABSENT: Leslie Schneider
ABSTAIN: None

8.B Adopt Resolution No. 2025-12 Adopting Updates to the Water, Sewer and Storm and Surface Water Management Utility Rates - Public Works

[Cover Page](#)

[Resolution No. 2025-12 Water Sewer and Storm and Surface Water Utility Rates.docx](#)

[Resolution No. 2025-12 Exhibit A Water and Sewer Participation Fees.docx](#)

[Resolution No. 2025-12 Exhibit B Water and Sewer Monthly Rates.docx](#)

[Utility Advisory Committee - 2024-25 Rate Study Recommendation.pdf](#)

[2024-25 Utility Rate Study Presentation_061025.pptx](#)

City Manager King introduced the agenda item. Public Works Director Wierzbicki provided a presentation. Utility Advisory Committee member Maron provided additional information, and Council discussed the topic.

MOTION: I move to adopt Resolution No. 2025-12 adopting updates to the Water, Sewer and Storm and Surface Water Management Utility Rates.

Quitslund/Deets: The motion carried 6 - 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Ashley Mathews

NOES: None

ABSENT: Leslie Schneider

ABSTAIN: None

8.C Adopt Ordinance No. 2025-16 Adopting Revisions to the Utility Rate Reduction Program for Low-Income Residents - Public Works

[Cover Page](#)

[Ordinance 2025-16 regarding Low-Income Utility Rate Discounts.docx](#)

City Manager King introduced the agenda item.

MOTION: I move to adopt Ordinance No. 2025-16 adopting revisions to the Utility Rate Reduction Program for Low-Income Residents.

Moriwaki/Deets: The motion carried 6 - 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Ashley Mathews

NOES: None

ABSENT: Leslie Schneider

ABSTAIN: None

8.D Present the Final Draft Island-Wide Mobility Plan - Public Works

[Cover Page](#)

[IWMP_6225.pdf](#)

[061025 presentation.pdf](#)

City Manager King introduced the agenda item. Sustainable Transportation Coordinator Boettcher provided a presentation with additional information. Public Works Director Wierzbicki provided

information on multimodal level of service and concurrency. City Attorney Haney provided additional information on the process.

MOTION: I move to forward to the June 24, 2025, Regular Business Meeting the adoption of the Island Wide Mobility Plan as the transportation plan of reference in the Transportation Element of the forthcoming Comprehensive Plan update.

Quitslund/Deets: The motion carried 6 - 0.

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

8.E Receive Report on Kitsap 911 User Fees and Authorize the City's Representative on the Kitsap 911 Board of Directors to Vote to Adopt the Recommended Change to the Funding Formula for Establishing User Agency Fees

[Cover Page](#)

[Proposed Bylaw Changes.docx](#)

[Proposed Funding Formula.docx](#)

[2026 Estimated User Fees.pdf](#)

City Manager King introduced the agenda item. Police Chief Clark provided additional information.

MOTION: I move to authorize the City's representative on the Kitsap 911 Board of Directors to vote to adopt the recommended change to the funding formula for establishing user agency fees.

Deets/Quitslund: The motion carried 6 - 0.

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

8.F Adopt Ordinance No. 2025-10 Prohibiting the Use of Gasoline-Powered and Diesel-Powered Leaf Blowers and Prescribing Penalties for their Use, Effective July 1, 2027- Executive

[Cover Page](#)

[Gas and Diesel Powered Leaf Blowers.pptx](#)

[Ordinance Prohibiting Gasoline-Powered and Diesel-Powered Leaf Blowers.docx](#)

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

MOTION: Councilmember Hytopoulos moved that Council direct the City Manager to do more work on this ordinance.

Hytopoulos/Moriawaki: The motion carried 4 - 2

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

8.G Confirm Appointments to Design Review Board
Cover Page
[2025 DRB Applicant - Elaine Liffgens redacted.pdf](#)
[2025 DRB Applicant - Todd Thiel redacted.pdf](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to confirm the recommended reappointment of Todd Thiel, Position 6, for a three-year term ending in June 2028.

Quitslund/Moriwaki: The motion carried 6 - 0.

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

MOTION: I move to confirm the recommended reappointment of Elaine Liffgens, Position 7, for a three-year term ending in June 2028.

Quitslund/Moriwaki: The motion carried 6 - 0.

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

8.H Confirm Appointments to Climate Change Advisory Committee
Cover Page
[CCAC Application 2025 - Bill Dowey redacted.pdf](#)
[CCAC Application 2025 - Raymond Victurine redacted.pdf](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to confirm the recommended reappointment of Raymond Victurine, Position 7, for a three-year term ending in June 2028.

Deets/Moriwaki: The motion carried 6 - 0.

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

MOTION: I move to confirm the recommended appointment of Bill Dowey, Position 5, for a three-year term ending in June 2028.

Deets/Moriwaki: The motion carried 6 - 0.

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

ABSENT: Leslie Schneider
ABSTAIN: None

8.J Confirm Appointments to the Ethics Board

[Cover Page](#)

[Ethics Board Application 2025 - Eve Sherling REDACTED.pdf](#)

[Ethics Board Application 2025 - Rafael Escandon redacted.pdf](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to confirm the recommended appointment of Eve Sherling, Position 3, for a three-year term ending in June 2028.

Moriwaki/Quitslund: The motion carried 6 - 0.

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

MOTION: I move to confirm the recommended reappointment of Rafael Escandon, Position 6, for a three-year term ending in June 2028.

Moriwaki/Deets: The motion carried 6 - 0.

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

8.K Confirm Appointments to Utility Advisory Committee

[Cover Page](#)

[2025 UAC Applicant - Ted Jones - redacted.pdf](#)

[UAC 2025 Applicant - Martin Pastucha - redacted.pdf](#)

Mayor Mathews introduced the agenda item.

MOTION: I move to confirm the recommended reappointment of Ted Jones, Position 7, for a three-year term ending in June 2028.

Quitslund/Moriwaki: The motion carried 6 - 0.

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

MOTION: I move to confirm the recommended reappointment of Martin Pastucha, Position 6, for a three-year term ending in June 2028.

Quitslund/Moriwaki: The motion carried 6 - 0.

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

8.L Appoint Three Voting Delegates for Association of Washington Cities (AWC) Annual Meeting
[Cover Page](#)

City Manager King introduced the agenda item.

MOTION: I move to appoint Mayor Mathews, Deputy Mayor Quitslund, and Councilmember Deets as voting delegates for the AWC Annual Meeting.

Deets/Moriwaki: The motion carried 6 - 0.

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

9) ADJOURNMENT

Mayor Mathews adjourned the meeting at 9:25 p.m.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



**CITY COUNCIL STUDY SESSION
TUESDAY, JUNE 17, 2025**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL

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

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

Deputy Mayor Quitslund read the Land Acknowledgement.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

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

There were no conflicts of interest disclosed.

3) REGULAR BUSINESS

3.A Receive Report on Permit Processing Improvements - Planning

[Cover Page](#)

[Permit Transformation Presentation - Council plc.pdf](#)

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

3.B Consider the Establishment of a Post Project Completion Condition Compliance Review Process

[Cover Page](#)

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

MOTION: I endorse the City Manager's efforts to work with the Planning Department and Planning Commission to Establish a Post Project Completion Condition Compliance Review Process.

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

3.C Introduce Options Related to Historic Preservation - Executive

[Cover Page](#)

[HPC Options Table for CC 06172025](#)
[Presentation - HPC options for CC 06172025.pdf](#)

City Manager King introduced the agenda item. Deputy City Manager Schroer provided a presentation, and Council discussed the topic.

The topic will be discussed further at a future Council meeting.

3.D Review Lodging Tax Advisory Committee's (LTAC) Request for Proposal Process Criteria and Scoring Matrix - Executive

[Cover Page](#)

[2025 LTAC RFP for 2026.docx](#)

[2025.06.17 LTAC Presentation.pdf](#)

City Manager King introduced the agenda item. Management Analyst Nebenzahl provided a presentation.

MOTION: I move forward the Lodging Tax Advisory Committee Request for Proposal Process Criteria and Scoring Matrix for approval at the July 8 Regular Business Meeting.

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

3.E Review Cultural Funding Request for Proposal Process Criteria and Scoring Matrix - Executive

[Cover Page](#)

[City of Bainbridge Island Request for Proposals 2026-2027.docx](#)

[2025.06.17 Cultural Funding Presentation.pdf](#)

Management Analyst Nebenzahl provided a presentation.

MOTION: I move to forward the Cultural Funding Request for Proposal Process Criteria and Scoring Matrix for approval at the July 8 regular business meeting.

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

4) COMMITTEE REPORTS

This item was omitted due to time constraints.

5) ADJOURNMENT

Mayor Mathews adjourned the meeting at 7:40 p.m.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



**SPECIAL CITY COUNCIL BUSINESS MEETING
TUESDAY, JUNE 17, 2025**

Meeting Minutes

1) CALL TO ORDER / ROLL CALL

Mayor Mathews called the meeting to order at 7:41 p.m. in Council Chambers and on the Zoom webinar.

Mayor Mathews, Deputy Mayor Quitslund, and Councilmembers Deets, Fantroy-Johnson, Hytopoulos, and Schneider were present. Councilmember Moriwaki joined the meeting remotely during public comment.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Councilmember Fantroy-Johnson seconded to approve the agenda as presented. The motion carried unanimously, 6 - 0.

3) PUBLIC COMMENT

3.A Guidelines and Instructions for Public Comment

[Cover Page](#)

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

Richard Potter spoke about the project.

Peggi Erickson spoke about the Unhoused Bill of Rights and read a portion.

Molly Brooks continued to read the Unhoused Bill of Rights.

Patricia Morris spoke about the Unhoused Bill of Rights.

Akuya Karen Vargas spoke about the Unhoused Bill of Rights.

4) REGULAR BUSINESS

4.A Adopt Resolution No. 2025-13 Rejecting All Bids for the Eagle Harbor Drive Safety Improvements & Wyatt Way Bicycle and Pedestrian Safety Improvements Project - Public Works

[Cover Page](#)

[Draft Resolution No. 2025-13_Rejecting All Bids_Eagle Harbor.Wyatt Way NMI.docx](#)

[Bid Form_Eagle Harbor Drive.Wyatt Way_2025.06.04_Draft.pdf](#)

[CIP_Connecting Centers - Eagle Harbor Drive Wyatt Way Non-Motorized Improvements_00968.pdf](#)

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

MOTION: I move to adopt Resolution No. 2025-13 rejecting all bids for the Eagle Harbor Drive Safety Improvements & Wyatt Way Bicycle and Pedestrian Safety Improvements Project.

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

5) ADJOURNMENT

Mayor Mathews adjourned the meeting at 8:04 p.m.

Ashley Mathews, Mayor

Christine Brown, MMC, City Clerk



City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME:

AGENDA ITEM: Adopt Ordinance No. 2025-17 relating to the City's 2025 Revised Budget and the 2025 Update to the 2025-2030 Capital Improvement Plan - Finance

SUMMARY:

State law requires that any changes to the current 2025-2026 Biennial budget appropriation levels be brought to Council for consideration and adoption via a budget amendment ordinance. The Finance Department brings budget adjustments to the Council for consideration on a routine basis but no less than twice per year. Ordinance No. 2025-17 for Council consideration would amend the 2025 budget by a total of \$5,580,166 which includes \$5,159,666 (92% of the total) previously approved by Council during various business meetings earlier this year or late in 2024. The \$420,500 that has not yet been approved by Council includes increases to various operating expenses such as \$50,000 for voter registration cost increases, and \$20,000 for increases in the Open Water Marina lease. \$130,000 is backed by a Department of Ecology grant, \$15,500 by the Monsanto settlement funding. \$40,000 in Emergency Operations funding is being added due to its omission in the 2024 carryover. \$10,000 is being brought forward into 2025 from the existing 2026 appropriations. \$150,000 is being added to facilitate the upcoming demolition of the building located on the Notch property, and \$5,000 is being added to the Springbrook Creek project to fulfill grant match obligations.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Finance &
Administrative Services

RECOMMENDED MOTION:

Adopt Ordinance No. 2025-17 relating to the City's 2025 revised budget and the 2025 update to the 2025-2030 Capital Improvement Plan.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$5,580,166
Ongoing Cost:	\$166,000
One-Time Cost:	\$5,414,166
Included in Current Budget?	false

BACKGROUND: The following changes are proposed, 92% of the totals below have previously been approved by City Council:

Operating

Prosecuting Attorney Contract Cost Increase - \$26,000 Ongoing Increase – General Fund: Council approval date: December 10, 2024.

Public Defender Contract Cost Increase - \$40,000 Ongoing Increase – General Fund: Council approval date: December 10, 2024.

Kitsap County Voter Registration Cost Increase - \$50,000 Ongoing Increase – General Fund

Free Mobile Marine Pump-Out Program - \$5,000 Ongoing Increase (through 2026) – General Fund: Council approval date: June 25, 2024.

Opioid Payment to Salish Behavioral Health of Kitsap County – \$203,700 One-Time Increase – General Fund: Council approval date June 2023.

Emergency Operations Center Disaster Hubs and Trailer Buildouts - \$40,000 One-Time Increase – General Fund

Red Oak Tree Removal - \$ 25,000 One-Time Increase – General Fund: Council approval date November 12, 2024.

Bainbridge Creative District Wayfinding Marker Permits - \$3,300 One-Time Increase – (Public Art subfund) General Fund: Council approval date April 8, 2025.

Open Water Marina Lease Cost Increase - \$20,000 Ongoing Increase – General Fund

Tree removal contract - \$25,000 Ongoing Increase – Street Fund: Council approval date May 13, 2025.

Connecting Housing to Infrastructure (CHIP) Grant - \$480,000 One-Time Increase – Affordable Housing Fund: Council approval date April 8, 2025.

Ecology Grant - \$130,000 One-Time Increase – Surface & Stormwater Fund

Monsanto Class Action Settlement for polychlorinated biphenyl (PCB) Testing - \$15,500 One-Time Increase – Surface & Stormwater Fund

Groundwater Management Plan Peer Review Services - \$16,666 One-Time Increase: Council approval date April 22, 2025.

- Water Fund: \$8,333
- SSWM Fund: \$8,333
- General Fund/Council Contingency: \$8,334
 - (contingency funds remaining: \$175,666)

City Facility Security Upgrades - \$48,000 – Capital Construction Fund: Council approval date February 25, 2025.

Capital

City Facility Security Upgrades - \$48,000 – Capital Construction Fund: Council approval date February 25, 2025.

Notch Building Purchase & Demolition - \$150,000 – Capital Construction Fund

Eagle Harbor Drive Non-Motorized Boardwalk Grant - \$347,000 – Capital Construction: Council approval date April 8, 2025.

Winslow Water Tank Replacement - \$286,000 – Water Fund: Council approval date June 10, 2025.

Head of Bay Emergency Generator - \$25,000 – Water Fund: Council approval date June 10, 2025.

[NEW] Eagle Harbor Drive-Cooper Creek Fish Passage Water Main - \$440,000 – Water Fund: Council approval date June 10, 2025.

[NEW] Head of Bay Booster Pump Replacement - \$250,000 – Water Fund: Council approval date June 10, 2025.

Wood Ave Pump Station Force Main - \$337,000 – Sewer Fund: Council approval date June 10, 2025.

WWTP Capacity Upgrades - \$1,624,000 – Sewer Fund: Council approval date June 10, 2025.

Eagle Harbor Cooper Creek Fish Passage Grant - \$1,438,000 – SSWM Fund: Council approval date April 8, 2025.

- Increase project budget due to the acceptance of the Brian Abbott Fish Barrier Removal Grant award - \$719,845
- Increase in appropriations needed because of awarded construction and professional services contracts which exceed project estimates. - \$718,155

Springbrook Fish Passage - \$5,000 – Surface & Stormwater Fund

Technical Requests

Groundwater Management Plan/Council Contingency:

- General Fund Council Contingency: \$(8,334)
- General Fund Professional Services: \$ 8,334

2026 Executive Intern Budget:

- General Fund Operating: \$10,000

180 Olympic Dr Tenant Relocation:

- Affordable Housing Capital: \$(70,000)
- General Fund Operating: \$ 70,000

Notch Property Purchase & Building Demolition:

- Affordable Housing Capital: \$(1,010,000)
- Capital Construction: \$ 1,010,000

Head of Bay Well Rehabilitation Project deferment:

- Water Capital: \$(425,000)

Fletcher Bay Well Rehabilitation reduction:

- Water Capital: \$ (35,000)

This ordinance is accompanied by the following documents:

- Transmittal memo, providing further detail of the requested budget changes.
- Exhibit A indicates the revised budget summary by fund.
- Exhibit B details the budget increases by fund.
- Exhibit C updated 2025-2030 project pages and section summaries impacted by this budget amendment.

ATTACHMENTS:

[Ordinance No. 2025-17 2025 1st Budget Amendment.docx](#)

[Ordinance No 2025-17 Memo of 2025 BUA-1.docx](#)

[Ordinance 2025-17 Exhibit A.pdf](#)

[Ordinance 2025-17 Exhibit B.pdf](#)

[Ordinance 2025-17 Exhibit C.pdf](#)

ORDINANCE NO. 2025-17

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2025-2026 biennial budget and associated provisions of the 2025-2030 Capital Improvement Plan and providing for uses not foreseen at the time the budget was adopted.

WHEREAS, on November 12, 2024, the City Council adopted the 2025-2026 biennial budget and 2023-2028 Capital Improvement Plan via Ordinance No. 2024-24; and

WHEREAS, on January 10, 2025, the City Council adopted funding for the purchase of the Notch Property as part of its ongoing commitment to providing affordable housing via Ordinance No. 2025-02; and

WHEREAS, on March 7, 2025, the City Council adopted funding for carryover items for work funded in 2024 but to be performed in 2025 via Ordinance No. 2025-08; and

WHEREAS, on June 10, 2025, the City Council adopted a utility fee increase via Ordinance No. 2025-12, which will go into effect January 2026; and

WHEREAS, a number of situations have occurred during 2025 which require the City to expend money on items, projects, and categories not included in the 2025 budget and to adjust the 2025-2030 Capital Improvement Plan accordingly.

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

Section 1. Ordinance No. 2025-17 and the 2025 budget are each amended as shown in the attached Exhibit A (Crosswalk Summary by Fund).

Section 2. Attached hereto as Exhibit B and as hereby incorporated fully into this ordinance, are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the revised budget.

Section 3. In that some of the budget expenditures that are the subject of this ordinance directly relate to the City's 2025-2030 Capital Improvement Plan, the project pages in the 2025-2030 Capital Improvement Plan for the specific projects that are the subject of this ordinance are amended to read as shown in the attached Exhibit C.

Section 4. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2025-2026 biennial budget and the 2025-2030 Capital Improvement Plan. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or

otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. 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 xxth day of June, 2025.

APPROVED by the Mayor this xxth day of June, 2025.

Ashley Mathews, Mayor

ATTEST / AUTHENTICATE:

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	xxxx x, 2025
PASSED BY THE CITY COUNCIL:	xxxx, 2025
PUBLISHED:	xxxxx, 2025
EFFECTIVE DATE:	xxxxxxx 2025
ORDINANCE NO:	2025-17

Attached:

Exhibit A – Crosswalk Summary by Fund

Exhibit B – Table 1 - Summary by Fund and Department

Exhibit B – Table 2 - Summary of Technical/Administrative Adjustments

Exhibit B – Table 3 – Supporting Transfers

Exhibit C – Updated Capital Improvement Plan Project Pages



CITY OF
BAINBRIDGE ISLAND

**Finance and Administrative Services Department
Memorandum**

Date: June 24, 2025

To: City Council
Blair King, City Manager

From: DeWayne Pitts, Director of Finance and Administrative Services

Subject: City of Bainbridge Island 2025 BUA-1

The Finance and Administrative Services Department brings budget adjustments to the Council for consideration on a regular basis. Attached to the Council's consideration is an ordinance with the first of two 2025 budget amendment ordinances planned for the year. The proposed ordinance also includes amendments to the 2025-2030 Capital Improvement Plan (CIP). The following budget amendments are proposed:

The 2025 budget modifications are as follows:

Operating Requests – 14 items - \$1,080,166 (\$166,000 Ongoing, \$914,166 One-time)

- Prosecuting Attorney Contract Cost Increase - \$26,000 Ongoing Increase – General Fund:
Council approval date: December 10, 2024. Council approved the 2025 prosecuting attorney contract in December 2024. The contract amount of \$167,000 exceeds the budget amount of \$141,000 and necessitates a budget increase of \$26,000.
- Public Defender Contract Cost Increase - \$40,000 Ongoing Increase – General Fund: **Council approval date: December 10, 2024.** Council approved the 2025 public defender contract in December 2024. The contract amount of \$120,000 exceeds the budget amount of \$82,000 and necessitates a budget increase of \$40,000.
- Kitsap County Voter Registration Cost Increase - \$50,000 Ongoing Increase – General Fund:
Increasing the 2025 voter registration budget based on the escalating costs of voter registration over the last several years.
- Free Mobile Marine Pump-Out Program - \$5,000 Ongoing Increase (through 2026) – General Fund: **Council approval date: June 25, 2024.** Pursuant to the request of the Recreational Boating Association of Washington, this item will add \$5,000/yr for 2025 & 2026 to provide free mobile pump-out services during the summer in Eagle Harbor.
- Opioid Payment to Salish Behavioral Health of Kitsap County – \$203,700 One-Time Increase – General Fund: **Council approval date June 2023.** Increase in budget authority for payment issued to Salish per the interlocal agreement entered in June 2023.

- Emergency Operations Center Disaster Hubs and Trailer Buildouts - \$40,000 One-Time Increase – General Fund: These funds will allow the completion of the disaster hub buildouts begun in 2024.
- Red Oak Tree Removal - \$ 25,000 One-Time Increase – General Fund: **Council approval date November 12, 2024.** Originally appropriated in late 2024, but not contracted until 2025, the original appropriation was not carried over into 2025 and therefore needs to be re-appropriated.
- Bainbridge Creative District Wayfinding Marker Permits - \$3,300 One-Time Increase – (Public Art subfund) General Fund: **Council approval date April 8, 2025.** Permitting costs for wayfinding obelisks.
- Open Water Marina Lease Cost Increase - \$20,000 Ongoing Increase – General Fund: annual costs of renting the marina from Department of Natural Resources have increased more than estimated.
- Tree removal contract - \$25,000 Ongoing Increase – Street Fund: **Council approval date May 13, 2025.** The City has entered a three-year contract with Peninsula Tree Services for \$60,000/annually through 2028. This increase will supplement the existing budget amount of \$35,000 to cover the total contract amount.
- Connecting Housing to Infrastructure (CHIP) Grant - \$480,000 One-Time Increase – Affordable Housing Fund: **Council approval date April 8, 2025.** These funds will be used in partnership with HRB to fund development changes and utility improvements for new affordable housing water meters, sewer, and water main connections.
- Ecology Grant - \$130,000 One-Time Increase – Surface & Stormwater Fund: The SSWM Fund received grant funding in 2025 which supports the Stormwater Management Program, but for which fund appropriations were not previously increased. Public Works is requesting additional appropriation to further investments in stormwater program outreach, education, and enforcement due to this increase in program inflows.
- Monsanto Class Action Settlement for polychlorinated biphenyl (PCB) Testing - \$15,500 One-Time Increase – Surface & Stormwater Fund: The City was party to a class action lawsuit against Monsanto for the production of PCBs. The suit was settled in June of 2021 and funds were disbursed in 2024. These funds will pay for sampling and other mitigation efforts.
- Groundwater Management Plan Peer Review Services - \$16,666 One-Time Increase: **Council approval date April 22, 2025.** Total cost of \$25,000 combined in the Water, SSWM and General funds with the General fund portion coming out of existing council contingency appropriations.
 - Water Fund: \$8,333
 - SSWM Fund: \$8,333
 - General Fund/Council Contingency: \$8,334
 - (contingency funds remaining: \$175,666)

Capital Projects – 11 Items, Total of \$4,950,000

- City Facility Security Upgrades - \$48,000 – Capital Construction Fund: **Council approval date February 25, 2025.** The awarded construction contract exceeds the 2022 project estimate, requiring an increase in overall appropriations.
 - New project total: \$219,000

- Notch Building Purchase & Demolition - \$150,000 – Capital Construction Fund: Funds for land/building purchase were previously appropriated (see technical requests). This adds budget for the demolition of the building located at the acquired “Notch” property adjacent to the former police building site. The demolition will facilitate future affordable housing development. See also technical requests.
 - New project total: \$1,160,000
- Eagle Harbor Drive Non-Motorized Boardwalk Grant - \$347,000 – Capital Construction: **Council approval date April 8, 2025.** Project grant from Puget Sound Regional Council to support design and permitting for the project. Includes \$300,000 in grant funds with a \$47,000 match to be funded by the Transportation Benefit Fund.
 - New project total: \$4,994,000
- Winslow Water Tank Replacement - \$286,000 – Water Fund: **Council approval date June 10, 2025.** Moves 2026 appropriations forward into 2025 and adds \$265,000 in added appropriations to facilitate the completion of the water tank replacement.
 - New project total: \$25,545,000
- Head of Bay Emergency Generator - \$25,000 – Water Fund: **Council approval date June 10, 2025.** Increase needed for project completion.
 - New project total: \$250,000
- [NEW] Eagle Harbor Drive-Cooper Creek Fish Passage **Water Main** - \$440,000 – Water Fund: **Council approval date June 10, 2025.** Project updated to include water line infrastructure underneath the new culvert which will facilitate future water connections.
 - New project total: \$440,000
- [NEW] Head of Bay Booster Pump Replacement - \$250,000 – Water Fund: **Council approval date June 10, 2025.** New project to be added with the approval of the utility rate increases.
 - New project total: \$250,000
- Wood Ave Pump Station Force Main - \$337,000 – Sewer Fund: **Council approval date June 10, 2025.** Project increase is to be added with the approval of the utility rate increases.
 - New project total: \$4,312,000
- WWTP Capacity Upgrades - \$1,624,000 – Sewer Fund: **Council approval date June 10, 2025.** Project increase is to be added with the approval of the utility rate increases.
 - New project total: \$6,064,000
- Eagle Harbor Cooper Creek Fish Passage Grant - \$1,438,000 – SSWM Fund: **Council approval date April 8, 2025.**
 - Increase project budget due to the acceptance of the Brian Abbott Fish Barrier Removal Grant award - \$719,845
 - Increase in appropriations needed because of awarded construction and professional services contracts which exceed project estimates. - \$718,155
 - New project total: \$3,366,000
- Springbrook Fish Passage - \$5,000 – SSWM Fund: A small increase is needed to fulfill the grant match component of project funding. Additional funding increases will be brought with the 2026 mid-biennial update.
 - New project total: \$7,765,000 (includes mid-biennial changes)

Technical Requests – 6 items – \$(450,000) Net change

- Groundwater Management Plan/Council Contingency: This moves funds from the existing council contingency budget to professional services in the General Fund to partially fund the Groundwater Management Plan peer review services (see also operating requests).
 - General Fund Council Contingency: \$(8,334)
 - General Fund Professional Services: \$ 8,334
- 2026 Executive Intern Budget: Bring forward budget originally appropriated in 2026 forward into 2025 to fund the 2025 Executive internship program. The 2026 budget will be amended during the 2026 mid-biennial update.
 - General Fund Operating: \$10,000
- 180 Olympic Dr Tenant Relocation: Move \$70,000 in existing appropriations from the Affordable Housing Fund to the General Fund. These costs are not directly related to affordable housing efforts.
 - Affordable Housing Capital: \$(70,000)
 - General Fund Operating: \$ 70,000
- Notch Property Purchase & Building Demolition: Move existing budget appropriation added during the January 2025 standalone budget amendment (and associated expenditures) from the Affordable Housing Fund to the Capital Construction Fund and add the building/land purchase and subsequent building demolition to the 2025-2030 Capital Improvement Plan.
 - Affordable Housing Capital: \$(1,010,000)
 - Capital Construction: \$ 1,010,000
- Head of Bay Well Rehabilitation Project deferment: Reduce 2025 existing project budget and defer project for three years, to be resumed in 2028.
 - Water Capital: \$(425,000)
- Fletcher Bay Well Rehabilitation reduction: Reduce 2025 existing project budget by \$35,000.
 - Water Capital: \$ (35,000)

The total of all 2025 BUA-1 requests is \$5,580,166

Of these requests, \$1,869,045 or 34% of the total is directly backed by related revenue sources. A net amount of \$2,502,000 in budget increases are directly related to the passage of the Utility fee increase approved by council on June 10, 2025.

With these proposed adjustments, the 2025 budget continues to meet the City's guiding fiscal priorities; holding recurring expenses less than recurring revenues and fully fund all policy reserves.

Thank you for your consideration of these requests.

**CITY OF BAINBRIDGE ISLAND - 2025 REVISED BUDGET
SUMMARY BY FUND**

Exhibit A - Crosswalk by Fund
ORDINANCE NO. 2025-17

CITY FUNDS		2025 EXPENDITURES				2025 REVISED BUDGET
		2025 ADOPTED BUDGET	Prior Amendments	Ord. 2025-17 Operating and Capital Amendments	Ord. 2025-17 Supporting Transfers	
001	GENERAL FUND	23,268,545	2,036,897	493,000	198,000	25,996,441
101	STREET FUND	4,298,356	147,886	25,000	-	4,471,242
103	REAL ESTATE EXCISE TAX FUND	2,528,953	-	-	-	2,528,953
104	CIVIC IMPROVEMENT FUND	400,000	-	-	-	400,000
108	AFFORDABLE HOUSING FUND	185,399	1,155,550	(600,000)	-	740,949
171	TRANSPORTATION BENEFIT FUND	1,100,000	-	-	47,000	1,147,000
173	TRANSPORTATION IMPACT FEE FUND	-	-	-	-	-
201	GO BOND FUND	924,005	-	-	-	924,005
203	LID BOND FUND	-	-	-	-	-
301	CAPITAL CONSTRUCTION FUND	8,724,299	3,290,728	1,555,000	-	13,570,027
401	WATER FUND	16,876,174	2,766,841	549,333	-	20,192,349
402	SEWER FUND	15,959,086	2,202,408	1,961,000	-	20,122,495
403	STORM & SURFACE WATER FUND	6,477,855	1,857,921	1,596,833	-	9,932,610
407	BUILDING & DEVELOPMENT FUND	3,527,045	44,110	-	-	3,571,155
501	EQUIPMENT RENTAL & REVOLVING FUND	820,000	910,198	-	-	1,730,198
	TOTAL EXPENDITURES	85,089,717	14,412,540	5,580,166	245,000	105,327,423

Exhibit B to Ordinance No. 2025-17

2025 BUDGET AMENDMENT #1

Presented to City Council

Approved on June ____, 2025

Exhibit B Table 1

SUBJECT	DESCRIPTION	FUND / Department	Revenue	Change amount requested	Change to Appropriation	One-Time or Ongoing?
Prosecuting attorney contract increase	Increase in cost for prosecuting attorney legal services. <i>Approved by council December 10, 2024</i>	General/Executive	-	26,000	Increase	Ongoing
Public defender contract increase	Increase in cost for public defender attorney legal services. <i>Approved by council December 10, 2024</i>	General/Executive	-	40,000	Increase	Ongoing
Voter Registration cost increase from Kitsap County	Kitsap County Voter registration cost increases.	General/General Gov	-	50,000	Increase	Ongoing
Free mobile marine pump-out program	Marine pump-out program pursuant to the request of the Recreational Boating Association of Washington. <i>Approved by council June 25, 2024</i>	General/Executive	-	5,000	Increase	Ongoing through 2026
Opioid Payment to Salish	Payment to Salish Behavioral Health (Kitsap County). Passthrough funds <i>Interlocal agreement dated June 2023</i>	General/Executive	203,700	203,700	Increase	One-time
Emergency Operations Center	\$10k EOC equipment at Ted Spearman and \$30k Disaster Hubs to complete the trailer and hub build-outs.	General/Executive	-	40,000	Increase	One-time
Red Oak tree removal	Increase budget for one-time dangerous tree removal near art museum. Budget was originally appropriated at the end of 2024 but was not encumbered and was omitted from the carry over in error. <i>Approved by council November 12, 2024</i>	General/Public Works	-	25,000	Increase	One-time
Bainbridge Creative District Marker Permits	Permit costs for wayfinding obelisk permits. <i>Approved by council April 8, 2025</i>	Public Art Subfund/Executive	-	3,300	Increase	One-time
Open Water Marina Lease Increase	Annual OWM rent increased more than estimated, requiring a \$20,000 budget increase.	General/Executive	20,000	20,000	Increase	Ongoing
Technical Adjustments	Technical Budget Adjustments (See Table 2)			80,000		
	TOTAL GENERAL FUND EXPENDITURE INCREASE		\$ 223,700	\$ 493,000		
Tree removal contract	Tree removal and trimming project increase for streets. <i>Approved by council May 13, 2025</i>	Street/Public Works	-	25,000	Increase	Ongoing
Technical Adjustments	Technical Budget Adjustments (See Table 2)			-		
	TOTAL STREET FUND EXPENDITURE INCREASE		\$ -	\$ 25,000		
Connecting Housing to Infrastructure Grant (CHIP)	Grant funds to be used in partnership with HRB to fund development charges and utility improvements for new affordable housing water meters, sewer and water main connections. <i>Approved by council April 8, 2025</i>	Affordable Housing / Executive	480,000	480,000	Increase	One-Time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			\$ (1,080,000)	Decrease	One-Time
	TOTAL AFFORDABLE HOUSING FUND		\$ 480,000	\$ (600,000)		
City Facility Security Upgrade Project	Construction contract is over existing appropriation for project, which was estimated in 2022. <i>Approved by council February 25, 2025</i>	Capital/Public Works	-	48,000	Increase	One-time
Notch Building Demo	Adds budget for the demolition of the building located on the recently acquired "Notch" property to facilitate future affordable housing. Supported by General Fund transfer	Capital/Public Works	-	150,000	Increase	One-time
Eagle Harbor Drive Non-Motorized Boardwalk Project	Accept a Federal Transportation Grant from the Puget Sound Regional Council to support 100% design/permitting for EH Drive Non-Motorized Boardwalk project \$47,000 match from the Transportation Benefit Fund (project 00968) <i>Approved by council April 8, 2025</i>	Capital/Public Works	300,000	347,000	Increase	One-time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			\$ 1,010,000		
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE		\$ 300,000	\$ 1,555,000		
Groundwater Management Plan Peer Review Services	GWMP peer review to be funded equally by Water, SSWM and General Funds. General fund portion to be funded using council contingency. <i>Approved by council April 22, 2025</i>	Water / Public Works	-	8,333	Increase	One-Time
Capital: Winslow Water Tank Replacement	Move 2026 appropriations into 2025 and increase appropriations by \$265,000 for a total increase in 2025 of \$286,000. New total project budget \$25.5m <i>Approved w/ utility rate increase on June 10, 2025</i>	Water / Public Works	-	286,000	Increase	One-Time
Capital: Emergency Generator	Increase project total by \$25,000 to \$250,000 <i>Approved w/ utility rate increase on June 10, 2025</i>	Water / Public Works	-	25,000	Increase	One-Time
Capital: [NEW] Eagle Harbor Drive-Cooper Creek Fish Passage - Water Main	Project will include water line infrastructure underneath the new culvert that will facilitate future water connections. <i>Approved w/ utility rate increase on June 10, 2025</i>	Water / Public Works	-	440,000	Increase	One-Time
Capital: [NEW] Head of Bay Booster Pump Replacement	New project being added with the approval of the utility rate increases <i>Approved w/ utility rate increase on June 10, 2025</i>	Water / Public Works	-	250,000	Increase	One-Time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			\$ (460,000)		
	TOTAL WATER FUND EXPENDITURE INCREASE		\$ -	\$ 549,333		

SUBJECT	DESCRIPTION	FUND / Department	Revenue	Change amount requested	Change to Appropriation	One-Time or On-going?
<u>Capital</u> : Wood Ave Pump Station Force Main	Increase project by \$337,000 to \$4,312,000 <i>Approved w/ utility rate increase on June 10, 2025</i>	Sewer/ Public Works	-	337,000	Increase	One-Time
<u>Capital</u> : WWTP Capacity Upgrades	Increase project by \$1,624,000 to \$6,064,000 <i>Approved w/ utility rate increase on June 10, 2025</i>	Sewer/ Public Works	-	1,624,000	Increase	One-Time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			\$ -		One-Time
TOTAL SEWER FUND			\$ -	\$ 1,961,000		
Increased SSWM Funding	Un-budgeted grant funds to be received in 2025 relating to 2024, which will increase available fund balance.	SSWM/ Public Works	130,000	130,000	Increase	One-Time
Groundwater Management Plan Peer Review Services	GWMP peer review to be funded equally by Water, SSWM and General Funds. General fund portion to be funded using council contingency. <i>Approved by council April 22, 2025</i>	SSWM/ Public Works	-	8,333	Increase	One-Time
Monsanto Settlement	Funds received as a part of a Class Action lawsuit against Monsanto for production of PCBs. Settled in June of 2021 and disbursed in 2024. Funds are intended to pay for PCB sampling or any other mitigation efforts at COBI's sole discretion and in compliance with applicable law.	SSWM/ Public Works	15,500	15,500	Increase	One-Time
<u>Capital</u> : Brian Abbott Fish Barrier Removal Grant - Cooper Creek	Increase in project budget as a result of grant award. <i>Approved by council April 8, 2025</i>	SSWM/ Public Works	719,845	719,845	Increase	One-Time
<u>Capital</u> : Eagle Harbor Drive Cooper Creek Fish Passage - SSWM Component	Increase project appropriations in SSWM and Water funds needed as result of awarded construction and professional services contracts. <i>Approved by council April 8, 2025</i>	SSWM/ Public Works	-	718,155	Increase	One-Time
<u>Capital</u> : Springbrook Fish Passage	Increase by \$5,000 to fulfill grant match component of project funding. Additional funding increases will be included in the 2026 mid-biennial update.	SSWM/ Public Works	-	5,000	Increase	One-Time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			\$ -		One-Time
TOTAL STORMWATER FUND EXPENDITURE INCREASE			\$ 865,345	\$ 1,596,833		
TOTAL BUDGET INCREASES			\$ 1,869,045	\$ 6,030,166		
TOTAL TECHNICAL ADJUSTMENTS				\$ (450,000)		
TOTAL BUDGET AMENDMENTS			\$ 1,869,045	\$ 5,580,166		

Exhibit B Table 2

TECHNICAL & AMINISTRATIVE BUDGET ADJUSTMENTS - NO ADDITIONAL APPROPRIATION REQUESTED						
GroundWater Management Plan Peer Review Services	Move funds for GWMP peer review (General Fund portion) from council contingency. <i>Approved by council April 22, 2025</i>	General / Public Works	-	8,334	Increase	One-Time
Council Contingency	Move council contingency funds to GWMP peer review project. Amount of 2025 contingency funds remaining after this adjustment will be \$175,666 <i>Approved by council April 22, 2025</i>	General / Council	-	(8,334)	Decrease	One-Time
Bring 2026 Executive Intern Budget forward to 2025	Bring budget forward from 2026 to fund the 2025 internship. The 2026 budget amount will be removed during the mid-biennial update.	General / Executive	-	10,000	Increase	One-Time
180 Olympic Dr Tenant Relocation	Move budgeted funds from affordable housing to General Fund	General / Executive	-	70,000	Increase	One-Time
TOTAL GENERAL FUND IMPACT				\$ 80,000		
180 Olympic Dr Tenant Relocation	Moves budget authority added in the standalone January BUA from the Affordable Housing fund to the General Fund.	Affordable Housing / Executive	-	(70,000)	Decrease	One-Time
Move Notch building purchase to Capital Construction Fund	Moves budget authority added in the standalone January BUA from the Affordable Housing fund to the Capital Construction Fund.	Affordable Housing / Executive	-	(1,010,000)	Decrease	One-Time
TOTAL AFFORDABLE HOUSING FUND IMPACT				\$ (1,080,000)		
Move Notch building purchase to Capital Construction Fund	Moves budget authority added in the standalone January BUA from the Affordable Housing to the Capital Construction Fund.	Capital Construction / Executive	-	1,010,000	Increase	One-Time
TOTAL CAPITAL CONSTRUCTION FUND IMPACT				\$ 1,010,000		
<u>Capital</u> : Head of Bay Well Rehabilitation	Project budget in 2025 is being reduced and remainder of project is being deferred for three years. <i>Approved w/ utility rate increase on June 10, 2025</i>	Water / Public Works	-	(425,000)	Decrease	One-Time
<u>Capital</u> : Fletcher Bay Well Rehabilitation	Project budget is being reduced by \$35,000 <i>Approved w/ utility rate increase on June 10, 2025</i>	Water / Public Works	-	(35,000)	Decrease	One-Time
TOTAL WATER FUND IMPACT				\$ (460,000)		
TOTAL TECHNICAL & ADMINISTRATIVE ADJUSTMENTS				\$ (450,000)		

SUBJECT	DESCRIPTION	FUND / Department	Revenue	Change amount requested	Change to Appropriation	One-Time or On-going?
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Exhibit B Table 3

SUPPORTING TRANSFERS						
Notch Prop Building Demo	General Fund to Capital Construction Fund	General Fund / Public Works	-	\$ 150,000	Increase	One-Time
City Hall Security Upgrades	General Fund to Capital Construction Fund	General Fund / Public Works	-	\$ 48,000	Increase	One-Time
Eagle Harbor Drive Non-Motorized Boardwalk Project grant match	Transportation Benefit Fund to Capital Construction Fund	Transportation Benefit Fund / Public Works	-	\$ 47,000	Increase	One-Time
TOTAL SUPPORTING TRANSFERS				\$ 245,000		

City of Bainbridge Island

Capital Improvement Plan

Budget Amendment #1

June 24, 2025

City of Bainbridge Island
Facilities CIP (2025-2030)
2025 BUA-1

Project	Tax Supported	Wtr Component	Swr Component	SSWM Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total
FACILITIES PROJECTS - 6-YEAR CIP												
PW Office Trailer Replacement	Y				-	-	50	-	-	-	-	50
Manufactured Home for EE Housing	Y				-	300	-	-	-	-	-	300
PW Yard Security Gate	Y				91	-	-	-	-	-	-	91
PW Yard Improvements	Y				325	275	-	-	-	-	-	600
Electric Vehicle Charging Infrastructure	Y				229	80	80	80	80	80	80	709
[NEW] Notch Property Purchase & Building Demolition	Y				-	1,010 + 150 1,160	-	-	-	-	-	1,160
City Total					645	1,815	130	80	80	80	80	2,910
Grant Totals						-	-	-	-	-	-	-
TOTALS					645	1,815	130	80	80	80	80	2,910

Project: Notch Property Purchase & Building Demolition

Number: 01394 & 01397

Location: 180 Olympic Dr SE

Project Description



Description: This project purchases the land and building adjacent to the 625 Winslow former police building lot, with the intent to demolish the commercial building to facilitate the development of affordable housing on the site.

Benefit: Additional affordable housing options on island

Schedule: Jan 2025: purchase; Fall 2025: demolition

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	150	-	-	-	-	-	150
Affordable Housing	-	1,010	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	1,160	-	-	-	-	-	150
FUNDING USES (1000's)								
Project Management	-	-	-	-	-	-	-	-
Construction	-	150	-	-	-	-	-	150
Procurement	-	1,010	-	-	-	-	-	1,010
Sub-total	-	1,160	-	-	-	-	-	1,160

City of Bainbridge Island
Non-Motorized Transportation CIP (2025- 2030)
2025 BUA-1

Project / Location	Tax Supported	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total
NON-MOTORIZED PROJECTS - 6-YEAR CIP												
Connecting Centers: Eagle Harbor/Wyatt Non-Motorized Improvements <i>Shoreline to Nicholson</i>	Y				4,647	0 <u>+ 347</u> 347	-	-	-	-	-	4,994
Connecting Centers: Bucklin Hill Non-Motorized <i>Blakely - Fletcher Bay</i>	Y				1,170	-	250	-	-	-	-	1,420
Sound to Olympics Trail Long Range Plan <i>STO Trail</i>	Y				1,941	-	-	-	-	-	-	1,941
Connecting Centers: Lynwood Center <i>Bucklin to Lynwood</i>	Y				200	-	1,000	-	3,500	-	-	4,700
Connecting Centers: Valley Road <i>Madison to Sunrise</i>	Y				150	(120)	-	-	870	-	-	900
Connecting Centers: Bucklin Hill and Finch to High School Road <i>Bucklin Hill Road and Finch Road</i>	Y				-	-	-	-	-	1,200	4,000	5,200
Lost Valley Trail <i>Head of Bay to Fletcher Bay Road</i>	Y				140	-	-	-	-	-	-	140
City Project Funding					4,898	269	250	-	3,370	200	4,000	12,987
Grant Totals					3,350	300	1,000	-	1,000	-	1,000	6,650
TOTALS					8,248	569	1,250	-	4,370	200	5,000	19,637

Project: Connecting Centers: Eagle Harbor/Wyatt Non-Motorized Improvements

Number: 00968

Location: Ashbury Court to Bucklin Hill

Project Description



Description: This project will provide non-motorized improvements along Eagle Harbor Drive from the shoreline to Head of the Bay, and along Wyatt from the Head of the Bay to Ashbury Court. Improvements will include a mix of shoulders, vertically and physically separated paths, and safety improvements at the Finch/Wyatt intersection.

Benefit: Safety and Non Motorized Transportation Connectivity.

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	4	-	-	-	-	-	-	4
REET	3,193	-	-	-	-	-	-	3,193
TBF	-	47	-	-	-	-	-	47
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	950	300	-	-	-	-	-	1,250
State Grant	500	-	-	-	-	-	-	500
Sub-total	4,647	347	-	-	-	-	-	4,994
FUNDING USES (1000's)								
Project Management	95	-	-	-	-	-	-	95
Design/construction	4,552	-	-	-	-	-	-	4,552
Sub-total	4,647	-	-	-	-	-	-	4,647

City of Bainbridge Island
Water CIP (2025-2030)
2025 BUA-1

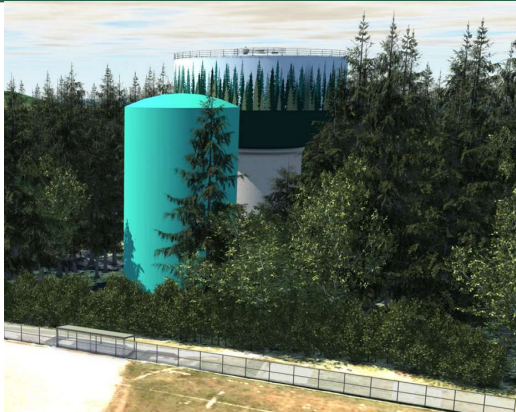
Project / Location	Tax Supported	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total	2025 BUA-1	2026 Mod	Future Years	Total CIP Change	
WATER PROJECTS - 6-YEAR CIP (1000s)																	
Winslow Water Tank Replacement <i>New Brooklyn</i>		Y			14,280	10,979 + 286	11,265	21 - 21	-	-	-	25,545	286	(21)	-	265	
Emergency Generator <i>Head of the Bay</i>		Y			225	0 + 25	25	-	-	-	-	250	25	-	-	25	
Head of the Bay well Rehabilitation <i>Head of the Bay</i>		Y			312	500 - 425	75	-	0 + 288	288	-	675	(425)	-	288	(137)	
Wing Point Drive Water Line Upgrade <i>Wing Point Drive</i>					-	-	100 - 100	850 - 850	0 + 100	100	0 + 850	850	-	(100)	100	-	
Fletcher Bay well Rehabilitation <i>Fletcher Bay</i>		Y			563	200 - 35	165	-	-	-	-	728	(35)	-	-	(35)	
Winslow Supply Well <i>TBD</i>		Y			208	-	-	1,500 - 1,500	-	-	0 + 1,292	1,292	1,500	-	-	(208)	(208)
Winslow Way West/Finch Place Water Line Replacement <i>Winslow Way</i>	Y	Y						75 - 75	450 - 450				-	-	(525)	(525)	
Winslow Water System Coordination and Redundancy Projects <i>TBD</i>										750 - 750	750 - 750		-	-	(1,500)	(1,500)	
Japanese American Exclusion Memorial Water Extension <i>Eagle Harbor Dr</i>		Y			-	900	-	-	-	-	-	900	-	-	-	-	
[NEW] Water Main Replacement <i>Eagle Harbor Dr</i>		Y			-	0 + 440	440	-	-	-	-	440	440	-	-	440	
[NEW] Booster Pump Replacement <i>Head of the Bay</i>		Y			-	0 + 250	250	-	-	-	-	250	250	-	-	250	
City Funding					15,588	12,220	-	-	388	850	1,292	30,338	541	(121)	(1,845)	(1,425)	
Grant Totals					-	900	-	-	-	-	-	900	-	-	-	-	
TOTAL					15,588	13,120	-	-	388	850	1,292	31,238	541	(121)	(1,845)	(1,425)	

Project: Winslow Water Tank Replacement

Number: 00988

Location: New Brooklyn Road

Project Description



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

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

Schedule: 2021: Design; 2024-25: Construction

Capital Funding (1000's)

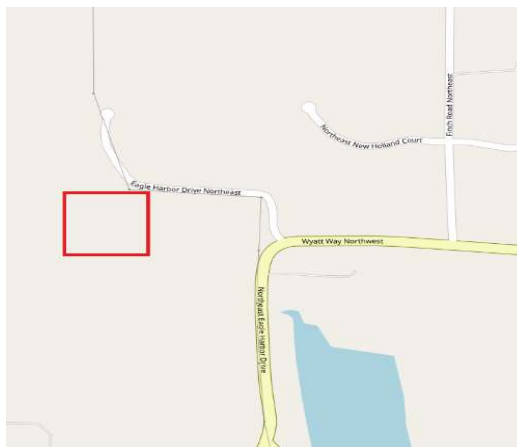
	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	70	-	-	-	-	-	-	70
Water Fund	1,367	-	-	-	-	-	-	1,367
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Long-Term Debt	12,843	11,265	-	-	-	-	-	24,108
Sub-total	14,280	11,265	-	-	-	-	-	25,545
FUNDING USES (1000's)								
Project Management	79	50	-	-	-	-	-	129
Design/construction	14,201	11,215	-	-	-	-	-	25,416
Sub-total	14,280	11,265	-	-	-	-	-	25,545

Project: Emergency Generator

Number: 01098

Location: Head of the Bay Well Site

Project Description



Description: This project will install an emergency generator to provide a permanent, redundant power source for the well site that provides 25% of the supply for the system.

Benefit: Improves system reliability in the event of power outages.

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	225	25	-	-	-	-	-	250
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	225	25	-	-	-	-	-	250
FUNDING USES (1000's)								
Project Management	18	5	-	-	-	-	-	23
Design/construction	207	20	-	-	-	-	-	227
Sub-total	225	25	-	-	-	-	-	250

Project: Head of the Bay Well Rehab/Pump Replacement

Number: 01247

Location: Head of the Bay Well Site

Project Description



Description: This project will rehabilitate one of the primary water source wells for the Winslow Water System at the Head of the Bay well site. The project includes replacement of the well pumps, which are over 30 years old, and past their design life.

Benefit: Improve water system reliability and redundancy.

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	312	75	-	-	288	-	-	675
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	312	75	-	-	288	-	-	675
FUNDING USES (1000's)								
Proj. Management	12	5	-	-	8	-	-	25
Design/construction	300	70	-	-	280	-	-	650
Sub-total	312	75	-	-	288	-	-	675

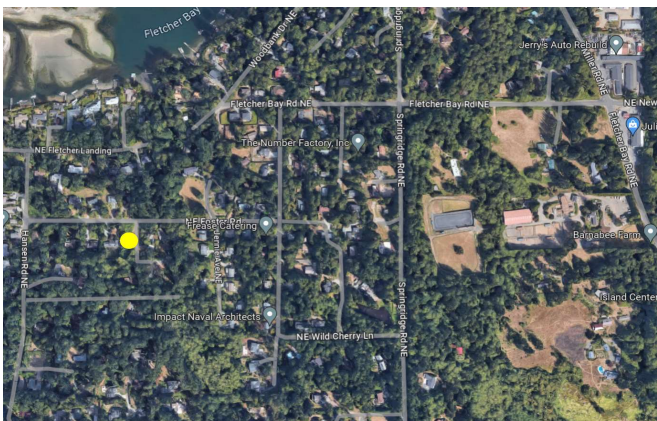
Amounts in thousands

Project: Fletcher Bay Well Rehab/Pump Replacement

Number: 01244

Location: Fletcher Bay Well Site

Project Description



Description: This project will rehabilitate one of the primary water source wells for the Winslow Water System at the Fletcher Bay well site. The project includes replacement of the well pumps, which are over 30 years old, and past their design life.

Benefit: Improve water system reliability and redundancy.

Schedule: 2024 - 2025: Construction

Capital Funding (1000's)

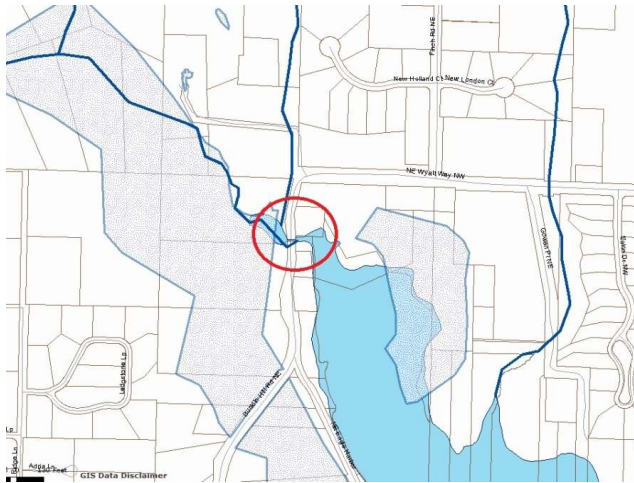
	Prior								
	Yrs.	2025	2026	2027	2028	2029	2030	Total	
FUNDING SOURCES (1000's)									
General Fund	-	-	-	-	-	-	-	-	
Water Fund	563	165	-	-	-	-	-	728	
Sewer Fund	-	-	-	-	-	-	-	-	
SSWM Fund	-	-	-	-	-	-	-	-	
Federal Grant	-	-	-	-	-	-	-	-	
State Grant	-	-	-	-	-	-	-	-	
Sub-total	563	165	-	-	-	-	-	728	
FUNDING USES (1000's)									
Proj. Management	18	-	-	-	-	-	-	18	
Design/construction	545	165	-	-	-	-	-	710	
Sub-total	563	165	-	-	-	-	-	728	

Project: Water Main Replacement

Number: NEW

Location: Eagle Harbor Dr

Project Description



Description: This project includes two components - the first is new water line infrastructure to be built underneath the new Eagle Harbor Drive Cooper Creek Fish Passage project (PRJ 01107). The second component includes the replacement of an existing water main extending from the north end of the fish passage north and east to Gowen Place.

Benefit: The new water main will facilitate future water connections and the replacement is required due to the existing infrastructure reaching the end of useful life.

Schedule: Construction: 2025

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
REET Fund	-	-	-	-	-	-	-	-
Water Fund	-	440	-	-	-	-	-	440
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	440	-	-	-	-	-	440
FUNDING USES (1000's)								
Project Management	-	10	-	-	-	-	-	10
Design/construction	-	400	-	-	-	-	-	400
Sub-total	-	410	-	-	-	-	-	410

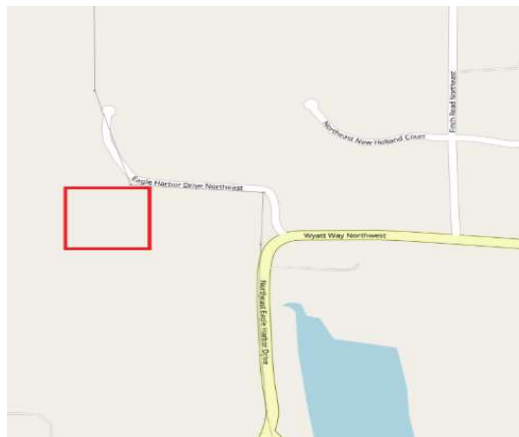
Amounts in thousands

Project: Booster Pump Replacement

Number: NEW

Location: Head of Bay

Project Description



Description: This project will replace the existing booster pump at the Head of the Bay well site, which has reached the end of useful life.

Benefit: The new pump will prevent future pump failures and costly continued maintenance. The new pump will also be sized to better meet the needs of the new water tank.

Schedule: Construction: 2026

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
REET Fund	-	-	-	-	-	-	-	-
Water Fund	-	250	-	-	-	-	-	250
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	250	-	-	-	-	-	250
FUNDING USES (1000's)								
Project Management	-	10	-	-	-	-	-	10
Design/construction	-	240	-	-	-	-	-	240
Sub-total	-	250	-	-	-	-	-	250

Amounts in thousands

City of Bainbridge Island
Sewer CIP (2025-2030)
2025 BUA-01

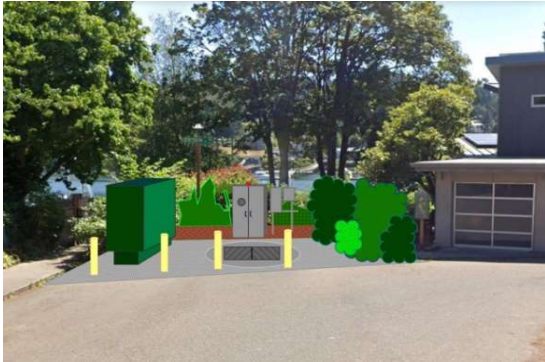
Project	Tax Supported	Wtr Component	Swr Component	SSWM/ Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total	2025 BUA-1	2026 Mod	2027- 2030	Total CIP Change		
SEWER PROJECTS - 6-YEAR CIP (1000s)																		
Rehabilitate Pumps <i>Sunday Cove</i>			Y		754	196	-	-	-	-	-	950	-	-	-	-		
Pump Station & Force Main <i>Wood Ave</i>			Y		791	3,184 + 337	3,521	-	-	-	-	4,312	337	-		337		
Rehabilitate Pump Station (Lower Lovell) <i>Lower Lovell</i>			Y		1,210	415	-	-	-	-	-	1,625	-	-	-	-		
Install Gravity Sewers <i>Sunday Cove</i>			Y		225	1,396	-	-	-	-	-	1,621	-	-	-	-		
Wastewater Treatment Plant Capacity (WWTP) Upgrades <i>WWTP</i>			Y		3,133	1,307 +1,624	2,931	-	-	-	-	6,064	1,624	-	-	1,624		
Extend WWTP Outfall <i>WWTP</i>			Y		1,050	-	250 - 50	200	-	-	-	0 + 7,000	7,000	8,250	-	(50)	7,000	6,950
WWTP SCADA Control System Replacement <i>WWTP</i>			Y		-	-	-	300	-	0 + 750	750	-	1,050	-	-	750	750	
WWTP Clarifier/Drain Pump/Fine Screen <i>WWTP</i>			Y		-	-	-	560	2,290	-	-	-	2,850	-	-	-	-	
WWTP Misc. Upgrades Project <i>WWTP</i>			Y		-	-	310 - 310	-	310	-	-	310	620	-	(310)	310	-	
Relocate Pump Station <i>Wing Point</i>			Y		1,850	(1,200)	-	1,800 -	-	0 + 2,100	2,100	-	2,750	-	-	300	300	
Hawley Pump Upgrades <i>Lower Hawley</i>			Y		124	(124)	-	190 - 190	-	-	-	-	0	-	-	(190)	(190)	
North Town Woods Pump <i>NW Winslow</i>			Y		139	(139)	-	190 - 190	0 + 200	200	-	0 + 800	800	1,000	-	810	810	
Woodward Pump Upgrades <i>NW Winslow</i>			Y		133	(133)	-	190 -	0 + 200	200	-	0 +	800	1,000	-	810	810	
Island Terrance Pump Upgrades <i>Island Terrace</i>			Y		180	(180)	-	190 - 190	0 + 200	200	-	0 + 800	800	1,000	-	810	810	
Village Pump Station Upgrades <i>SR305</i>			Y		-	-	-	-	210 - 210	0 + 210	210	-	210	-	-	-	-	
Ferncliff Ave Conveyance Upgrades <i>Ferncliff Ave</i>			Y		-	-	-	250 - 250	-	0 + 250	250	-	250	-	-	-	-	
City Total					9,590	6,683	200	860	3,200	3,310	9,710	33,552	1,961	(360)	10,600	12,201		
Grant Total					-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL					9,590	6,683	200	860	3,200	3,310	9,710	33,552	1,961	(360)	10,600	12,201		

Project: Pump Station and Force Main

Number: 00990

Location: Wood Ave

Project Description



Description: This project is part of a suite of projects (Lovell Pump Station; Sunday Cove Pump Station; and Sunday Cove Gravity Sewers) that are planned to facilitate the abandonment of the north and south sewer beach main, which is an aging facility that has reached the end of its useful life. Abandonment of the beach mains was determined to be the best replacement approach due to environmental, maintenance and cost-benefit concerns.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: 2025: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	356	2,740	-	-	-	-	-	3,096
SSWM Fund	-	-	-	-	-	-	-	-
PWTF Loan	435	781	-	-	-	-	-	1,216
State Grant	-	-	-	-	-	-	-	-
Sub-total	791	3,521	-	-	-	-	-	4,312

FUNDING USES (1000's)

Project Management	28	10	-	-	-	-	-	38
Design/construction	762	3,512	-	-	-	-	-	4,274
Sub-total	791	3,521	-	-	-	-	-	4,312

Amounts in thousands

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	2,931	-	-	-	-	-	6,064
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	3,133	2,931	-	-	-	-	-	6,064
FUNDING USES (1000's)								
Project Management	54	6	-	-	-	-	-	61
Design/construction	3,079	2,925	-	-	-	-	-	6,003
Sub-total	3,133	2,931	-	-	-	-	-	6,064

City of Bainbridge Island
Stormwater CIP (2025- 2030)
2025 BUA-1

Project / Location	Tax Supported	Wtr Component	Swr Component	SSWM Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total
STORMWATER PROJECTS - 6-YEAR CIP (1000s)												
Eagle Hrbr. Dr. @ McDonald Creek Culvert <i>Eagle Harbor Dr</i>				Y	376	800	400	-	-	-	-	1,576
Fletcher Bay Road Culvert Replacement <i>High School Rd & Fletcher</i>				Y	1,560	(320)	-	-	-	-	-	1,240
Springbrook Fish Passage <i>Fletcher Bay Rd</i>	Y			Y	1,325	15 + 5	20	5,812 + 608	6,420	-	-	7,765
Eagle Harbor Drive Cooper Creek Fish Passage <i>Head of Bay</i>				Y	1,608	320 +1,438	1,758	-	-	-	-	3,366
New Sweden Culvert Replacement				Y	-	-	100	-	300	-	-	400
Issei Creek Culvert Replacement				Y	-	-	-	250	-	850	-	1,100
Manzanita Stormwater Recharge Park at BINFF					-	185	-	975	-	-	-	1,160
City Hall Parking Lot Retrofit <i>City Hall</i>				Y	257	-	-	-	-	-	-	257
City Funding					4,284	1,723	883	250	300	850	-	8,290
Grant Totals					842	720	6,037	975	-	-	-	8,574
TOTAL					5,126	2,443	6,920	1,225	300	850	-	16,864

2025 BUA-1	2026 Mod	Future Years	Total CIP Change
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-	-	-	-
-	-	-	-
5	599	-	604
1,438	-	-	1,438
-	-	-	-
-	-	-	-
-	-	-	-

1,443	599	-	2,042
-	-	-	-
1,443	599	-	2,042

Project: Springbrook Fish Passage
Location: Fletcher Bay Road west of New Brooklyn

Number: 01159

Project Description



Description: The Springbrook Fish Weir/Passage project proposes to replace the existing culvert at Springbrook Creek with an open box structure and streambed restoration.

Benefit: Environmental enhancement and infrastructure replacement.

Schedule: 2025: Design; 2026: Construction

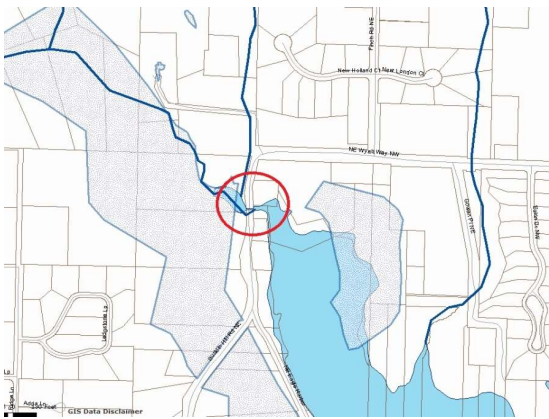
Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	226	-	(34)	-	-	-	-	192
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	245	20	782	-	-	-	-	1,047
Federal Grant	770	-	5,069	-	-	-	-	5,839
State Grant	85	-	603	-	-	-	-	688
Sub-total	1,325	20	6,420	-	-	-	-	7,765
FUNDING USES (1000's)								
Project Management	1	10	20	-	-	-	-	31
Design/construction	1,324	10	6,400	-	-	-	-	7,734
Sub-total	1,325	20	6,420	-	-	-	-	7,765

Project: Eagle Harbor Drive Cooper Creek Fish Passage
Location: Head of the Bay North of Green Light Automotive

Number: 01107

Project Description



Description: Replace existing undersized culvert with a fish passage box culvert wide enough to accomodate non-motorized improvements on Eagle Harbor Drive.

Benefit: Addresses flooding, provides for fish passage, and accommodates concurrent non-motorized improvements.

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	1,608	1,038	-	-	-	-	-	2,646
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	720	-	-	-	-	-	720
Sub-total	1,608	1,758	-	-	-	-	-	3,366
FUNDING USES (1000's)								
Proj. Management	25	10	-	-	-	-	-	35
Design/construction	1,583	310	-	-	-	-	-	1,893
Sub-total	1,608	320	-	-	-	-	-	1,928



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME:

AGENDA ITEM: Ratify the City Manager's Pre-Approved Purchase of a Ford F-150 Lightning 4WD Battery Electric Vehicle (BEV), Special Service Vehicle (SSV) Police Vehicle as Part of the Capital Improvement Plan Fleet Purchase (\$95,852.70, Equipment Rental and Revolving Fund) - Public Works

SUMMARY: The Police Department requested the purchase of a Ford F-150 Lightning 4WD BEV SSV. This vehicle will replace an existing vehicle (Tag #238), which meets department requirements for replacement (over 100,000 miles), and will be assigned to the City's Lead Marine Officer for the purpose of towing the Police Boat.

At the January 28, 2025, regular business meeting, the City Council authorized the City Manager to make purchases of fleet vehicles up to \$350K. Purchases would then be ratified by the City Council after completion of the purchase. This authority was provided to allow the City to move quickly on the purchase of vehicles that are in high demand.

City staff are requesting that the City Council ratify the City Manager's purchase of the vehicle, which was executed via purchase order on June 6, 2025, as per the authority provided by the City Council on January 28, 2025.

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

RECOMMENDED MOTION:

Ratify the City Manager's pre -approved purchase of a Ford F-150 Lightning 4WD BEV SSV police vehicle as part of the Capital Improvement Plan fleet purchase.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned.

FISCAL IMPACT:

Amount:	\$95,852.70
Ongoing Cost:	
One-Time Cost:	\$95,852.70
Included in Current Budget?	true

BACKGROUND: This purchase includes the vehicle and a significant portion of the vehicle upfit with required police equipment (e.g. push bumper, window barriers, lights, partition, prisoner transport seat, etc.).

RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel. This purchase meets that requirement in that it is an all-electric vehicle.

ATTACHMENTS:

[Bud Clary Ford_Purchase Order 20250027_Project 01395.pdf](#)
[2025-30 Fleet CIP.pdf](#)



PURCHASE ORDER

CITY OF BAINBRIDGE ISLAND PUBLIC WORKS O&M

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206.842.2016
Fax: 206.780.3710
www.bainbridgewa.gov

P.O. NO. 20250027
DATE June 5, 2025
CUSTOMER ID: 9682
ORG.: 73501448
OBJECT: 66400
PROJECT: 01395

VENDOR

Bud Clary Ford
P.O. Box 127
Longview, WA 98632-7079
Attn: Kathleen Brennan
Phone: 360.423.4321 X10943
ford.orders@budclary.com

SHIP TO

City of Bainbridge Island
7305 NE Hidden Cove Rd
Bainbridge Island, WA 98110
Phone: 206.842.1212
Fax: 206.780.5104
Attn: Ellen Fairleigh

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2025-05004-0001	2025 Ford F150 Lightning 4WD, Battery Electric Vehicle (BEV) (opt SSV)	\$ 45,531.00	\$45,531.00
1	2025-05004-0010	2025 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD; PRO Trim Level; Crew Cab; 145in Wheelbase; 5.5ft bed; Dual eMotor; 98kWh Usable Capacity Standard Range High-Voltage Battery; EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; 8350# GVWR; 275/65R 18in All-Terrain Tires; Tire Inflator/Sealant Kit; Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specifications for complete description.	\$ -	\$0.00
1	2025-05004-0015	PRO SSV Package #66S (Special Service Vehicle) [Includes red/white task lighting in overhead console; front seat police-grade heavy-duty cloth 40/console/40 with reduced bolsters; 8-way power driver/manual passenger; built-in steel intrusion plates in both front seatbacks; universal top tray - center of I/P for mounting aftermarket equipment] [Includes required Dual eMotor - Extended Range Battery; DUAL Onboard Charging; Level 2 Peak Charging Rate of 19.2kW; 131 kWh Usable Capacity Extended Range Battery (320 mile battery range) (Includes 20in Alloy Dark Carbonized Gray Wheels, 20in 275/60R20 All-season tires and Carbon Black Fixed Extended Running board #18D) (8550# GVWR)] (Must also order Max Trailer Tow Package #53D if ordering w/ Pro Power Onboard 9.6 kW #479) (Must also order Pro Power Onboard 9.6 kW #479 if ordering Max Trailer Tow Package #53D) (Not available w/ XLT Trim Level or Flash Trim Level) (W1B/110A/99M/44L/66S/TTES)	\$ 6,106.00	\$6,106.00

1	2025-05004-0020	NEW: THIS IS NO LONGER STANDARD EQUIPMENT - Mobile Power Charging Cord (120V/240V). Includes fast charging adapter (NACS) (66A)	\$ 588.00	\$588.00
1	2025-05004-0026	Pro Power Onboard - 9.6 kW (479)	\$ 1,176.00	\$1,176.00
1	2025-05004-0027	NEW: Max Trailer Tow Package - increased tow capability - max towing TBD (includes Trailer Brake Controller, Hill Decent Control and E-Locker) (must also order Pro Power Onboard - 9.6 kW #479 if ordered w/ Standard Range Battery #99K (53D)	\$ 1,078.00	\$1,078.00
1	2025-05004-0028	Tow Technology Package (Includes Ford Co-Pilot360 2.0: 360 Degree Camera; Pro Trailer Backup Assist; Pro Trailer Hitch Assist; Trailer Reverse Guidance; Manual-folding Sideview Mirrors w/ Power Glass w/ Heat, Turn Signal and Black Skull Caps; LED Sideview Mirror Spotlights) (included w/ XLT Trim #311A and Flash Trim Level #312A) (17V)	\$ 1,911.00	\$1,911.00
1	2025-05004-0029	Tailgate Step (inc. Tailgate Work Surface) (63T)	\$ 422.00	\$422.00
1	2025-05004-0199	INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	\$ -	\$0.00
1	2025-05004-0204	Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	\$ 250.00	\$250.00
1	2025-05004-0213	Two (2) Extra RKE Fobs w/ Internal Keys, programmed, for vehicles with push button start. (Will give you 4 Fob/Keys total) (DLR)	\$ 698.00	\$698.00
1	2025-05004-0222	Mud Flaps, Front (DLR)	\$ 110.00	\$110.00
1	2025-05004-0223	Mud Flaps, Rear (DLR)	\$ 110.00	\$110.00
1	2025-05004-0224	Floor Mats, HD Rubber Molded, Front (Extended/Crew Cabs) (Weather Tech) (DLR)	\$ 153.00	\$153.00
1	2025-05004-0226	SPRAY-IN Bedliner for vehicles with Power Outlets in bed (pro-power onboard, BEV) (DLR)	\$ 652.00	\$652.00
1	2025-05004-0255	Setina - PB450L4 Lighted Push Bumper, Aluminum, includes Mar Pad (ION Trio Red/Blue/White lights, programmable) (DLR) (SET171)	\$ 1,194.00	\$1,194.00
1	2025-05004-0258	Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (factory seats, TPO seat cover available) (If ordering TPO seat, rear driver side seat section will be uninstalled, shipped loose) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Not compatible with rear WeatherTech floor liner) (Crew Cab only) (DLR) (SET230/231/232/233)	\$ 1,437.00	\$1,437.00
1	2025-05004-0260	Setina - Rear Door Side Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET332)	\$ 341.00	\$341.00
1	2025-05004-0262	Setina - Rear Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET337)	\$ 562.00	\$562.00
1	2025-05004-0264	Setina - Rear Door Panel, TPO plastic, installs over OEM door panels (Crew Cab Only) (DLR) (SET342)	\$ 613.00	\$613.00

1	2025-05004-0343	SPOTLIGHT - Dual Whelen Argos flood/spot combo light, fender mounted, installed (1) each side, with single control head in cab controlling both lights. 1,800 Lumen light, 5* spotlight to 60* floodlight variable beam width, 360* rotation with 180* tilt range. Not compatible with factory spotlight installed in A-pillar. (does not require additional amber lighting package) (SL343)	\$ 2,816.00	\$2,816.00
1	2025-05004-0402	Weather Guard Cab Rack - With Hex screen insert, black. If ordering toolboxes requires #410 for leveling per toolbox. (11906-52-01) (CG402)	\$ 1,451.00	\$1,451.00
1	2025-05004-0561	DECKED in bed storage system for 5.5ft bed (DD561)	\$ 2,259.00	\$2,259.00
1	2025-05004-0591	DECKED - Add key locks to bed drawers. (DD591)	\$ 124.00	\$124.00
1	2025-05004-0920	POLICE: (Whelen Base Package) Installed equipment includes: (2) ION grill lights (RED driver/BLUE Pass), (2) ION-T dual color front corner lights (R/W driver, B/W pass), (2) ION single color rear side bed lights (RED driver/BLUE pass), (2) ION-T single color tailgate lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass). CENCOM CORE siren package (CCSRN36 head) including OBD connection and two CEM8 expansion modules. Console package includes Havis vehicle specific computer mount ready console (NOT COMPATABLE WITH INTERIOR UPGRADE PACKAGE), cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR OPTION BELOW) (DW920)	\$ 11,022.00	\$11,022.00
1	2025-05004-0924	POLICE: (Exterior Lightbar) Installed equipment includes: 54in Whelen WECAN Legacy DUO lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights as well as full front white scene light and rear amber arrow. (Requires POLICE Whelen base package) (DW924)	\$ 3,874.00	\$3,874.00
1	2025-05004-0970	NEW: Push Bumper Wiring Completion. Termination of PB450L4 light wiring to controller. (Requires lit PB450L4 push bumper and Police or Fire Lighting Package) (DW970)	\$ 219.00	\$219.00
1	2025-05004-0973	Interior Dome Light Upgrade: White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (Requires Police or Fire Package) (DWS-DOME-1) (DW973)	\$ 102.00	\$102.00
1	2025-05004-0988	Universal Headrest Printer Mount: Universal Headrest Printer Mount installed on passenger seat headrest. Fits Brother Pocketjet printer series. Includes 10ft USB cable (to console), and power wiring to passenger seat. (Requires Police or Fire Package) (DWS-PRINTER MOUNT) (DW988)	\$ 842.00	\$842.00
1	2025-05004-0989	Pocketjet Printer: Includes Brother Pocketjet 8 thermal printer (USB only) , compatible with SECTOR software. Includes power cable and USB. Complete installation included if ordered with headrest printer mount, otherwise ships loose. (Requires Police or Fire Package) (DWS-POCKETJET) (DW989)	\$ 767.00	\$767.00

1	2025-05004-9000	Setina - TPO Single Prisoner Transport seat (Must also order Single Prisoner Transport partition or Cargo Deck w/ divider wall) (Not available with Pro Power Onboard) (DLR) (SET302)	\$ 992.00	\$992.00
1	2025-05004-9002	Setina - Forward facing partition mount kit for weapon mounts installed on 6VS/7VS (DLR) (SET261)	\$ 96.00	\$96.00
1	2025-05004-9003	Setina - Double Weapon Mount with Universal XL and 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET252)	\$ 929.00	\$929.00
SUBTOTAL				\$88,425.00
Shipping				See above
8.4% Sales Tax				\$7,427.70
TOTAL				\$95,852.70

Accepted By Contractor:

Signed by:

0CE15CA541C84E4

Kathleen Brennan

Contractor:

Signature

/ Printed Name, Title

Date

0CE15CA541C84E4

Kathleen Brennan

Contracts Mgr

05-Jun-25

Accounts Payable:
Accounts Payable Clerk - G. Lin
280 Madison Avenue N.
Bainbridge Island, WA 98110
206.780.8612
accountspayable@bainbridgewa.gov

Signed by:

B700379120034D6

Ellen Fairleigh

Requested by Ellen Fairleigh

06-Jun-25

FD00DA0F566F42F

Blair King

Approved by Blair King

Date

City of Bainbridge Island
Fleet and Equipment CIP (2025 - 2030)
2025 - 2026 Adopted Budget

Project	General Fund	Streets Fund	Water Fund	Sewer Fund	SSWM Fund	Prev. Years	2025	2026	2027	2028	2029	2030	Total
FLEET & EQUIPMENT - 6-YEAR CIP (1000s)													
Police Vehicles (2) (replace)	100%					-	220	230	240	250	260	270	1,470
Truck Cab and Chassis		50%			50%	300	-	-	-	-	-	-	300
Heavy Duty Pickup (replace)	20%	80%				-	175	-	-	-	-	-	175
Compressor (new)		100%				-	50	-	-	-	-	-	50
Medium Duty Pickup (replace)		100%					100						100
Asphalt Patch Machine (replace)		100%				-	325	-	-	-	-	-	325
Forklift (replace)	20%	20%	20%	20%	20%	-	-	100	-	-	-	-	100
Asphalt Roller (new)		100%				-	-	80	-	-	-	-	80
Pup Trailer (new)		50%			50%	-	-	150	-	-	-	-	150
Electric Medium Pick-up (new)	20%	20%	20%	20%	20%	-	-	100		-	-	-	100
Ravo Street Sweeper (replace)		20%			80%	-	-	-	750	-	-	-	750
Electric Sedan (new)	20%	20%	20%	20%	20%	-	-	-	80	-	-	-	80
Commercial Mower (replace)					100%	-	-	-	40	-	-	-	40
Backhoe (replace)	20%	20%	20%	20%	20%	-	-	-	-	350	-	-	350
Dump Truck (replace)	20%	20%	20%	20%	20%	-	-	-	-	325	-	-	325
Backhoe (replace)	20%	20%	20%	20%	20%	-	-	-	-	-	400	-	400
Roadside Mower (replace)		100%				-	-	-	-	-	325	-	325
TOTALS						300	870	660	1,110	925	985	270	5,120



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME:

AGENDA ITEM: Ratify the City Manager's Pre-Approved Purchase of a 2025 Chevrolet Tahoe 4WD Police Pursuit Vehicle as Part of the Capital Improvement Plan Fleet Purchase (\$64,308.30 - Equipment Rental and Revolving Fund) - Public Works

SUMMARY: The Police Department needs to purchase a Chevrolet Tahoe 4WD Police Pursuit Vehicle. This vehicle will replace an existing Tahoe police patrol vehicle (Tag #224), which is approaching 125,000 miles.

City staff are requesting that the City Council ratify the City Manager's purchase of the vehicle, which was executed via purchase order on May 30, 2025, as per the authority provided by the City Council on January 28, 2025. This authority was provided to allow the City to move quickly on the purchase of vehicles that are in high demand.

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

RECOMMENDED MOTION:

Ratify the purchase of a 2025 Chevrolet Tahoe 4WD Police Pursuit Vehicle as part of the Capital Improvement Plan fleet purchase.

COMMUNITY ENGAGEMENT AND OUTREACH:

None planned.

FISCAL IMPACT:

Amount:	\$64,308.30
Ongoing Cost:	
One-Time Cost:	\$64,308.30
Included in Current Budget?	true

BACKGROUND: The subject vehicle is a necessary special accommodation to meet the needs of a police officer.

RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel, and also provides an exemption for police and emergency response vehicles if approved by the local authority. This vehicle is gas-powered as there is not a Tahoe or comparable pursuit rated police vehicle that runs on electricity or bio-fuel and meets operational needs for a patrol vehicle.

ATTACHMENTS:

[Bud Clary Chevrolet_Purchase Order 20250024_Project 01395.pdf](#)
[2025-30 Fleet CIP.pdf](#)



PURCHASE ORDER

CITY OF BAINBRIDGE ISLAND PUBLIC WORKS O&M

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206.842.2016
Fax: 206.780.3710
www.bainbridgewa.gov

P.O. NO. 20250024
DATE May 28, 2025
CUSTOMER ID: 1350
ORG.: 73501448
OBJECT: 664000
PROJECT: 01395

VENDOR

Bud Clary Chevrolet
P.O. Box 127
Longview, WA 98632-7079
Attn: Becky Davis
Phone: 360.423.1700
Chevy.orders@budclary.com

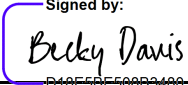
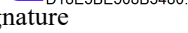
SHIP TO

City of Bainbridge Island
7305 NE Hidden Cove Rd
Bainbridge Island, WA 98110
Phone: 206.842.1212
Fax: 206.780.5104
Attn: Ellen Fairleigh

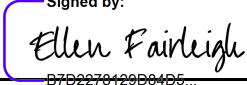
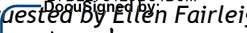
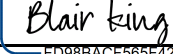
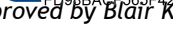
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2028-05009-0001	2025 Chevrolet Tahoe Police Pursuit Vehicle (CC10706)2WD 9C1: Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R2 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NPO) active single-speed transfer case (4WD only)	\$ 53,903.00	\$53,903.00

1	2025-05009-0006	2025 Chevrolet Tahoe Police Pursuit Vehicle-(CK107064WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NPO) active single-speed transfer case (4WD only)-see available options for this trim 2025-0501-075		\$3,200.00
1	2025-05009-0013	(6J3)Wiring, grille lamps and siren speakers	92.00	\$92.00
1	2025-05009-0014	*6J4) Wiring, horn and siren circuit	55.00	\$55.00
1	2025-05009-0015	(WX7) Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers.	60.00	\$60.00
1	2025-05009-0016	(6C7)Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp	170.00	\$170.00
1	2025-05009-0030	(5T5)Seats, front cloth and second row vinyl	-	\$0.00
1	2025-05009-0038	(UN9)Radio Suppression Package, with ground straps	95.00	\$95.00
1	2025-05009-0039	(UTQ)Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle	50.00	\$50.00
1	2025-05009-0040	(9G8) Headlamps, Daytime Running Lamps and automatic headlamp control delete (deletes standard Daytime Running Lamps and automatic headlamp control features)	50.00	\$50.00
1	2025-05009-0043	(H1T) Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	-	\$0.00
1	2025-05009-0079	(V76)Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5@4) Special Service Vehicle.Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands.All Tahoe (9C1) and 5W4) vehicles include front fascia with recovery hook openings.)	50.00	\$50.00
1	2025-05009-0109	Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	200.00	\$200.00
1	2025-05009-0207	4 additional keys(dlr)(8 TOTAL)	1,400.00	\$1,400.00
SUBTOTAL				\$59,325.00
Shipping				
8.4% Sales Tax				\$4,983.30
TOTAL				\$64,308.30

Accepted By Contractor:

Contractor:	Signed by: 	Becky Davis	Fleet Mgr	29-May-25
		/ Printed Name, Title		Date

Accounts Payable:
Accounts Payable Clerk - G. Lin
280 Madison Avenue N.
Bainbridge Island, WA 98110
206.780.8612
accountspayable@bainbridgewa.gov

Signed by: 	29-May-25
	Date
Requested By Ellen Fairleigh	
Signed by: 	30-May-25
	Date
Approved by Blair King	

City of Bainbridge Island
Fleet and Equipment CIP (2025 - 2030)
2025 - 2026 Adopted Budget

Project	General Fund	Streets Fund	Water Fund	Sewer Fund	SSWM Fund	Prev. Years	2025	2026	2027	2028	2029	2030	Total
FLEET & EQUIPMENT - 6-YEAR CIP (1000s)													
Police Vehicles (2) (replace)	100%					-	220	230	240	250	260	270	1,470
Truck Cab and Chassis		50%			50%	300	-	-	-	-	-	-	300
Heavy Duty Pickup (replace)	20%	80%				-	175	-	-	-	-	-	175
Compressor (new)		100%				-	50	-	-	-	-	-	50
Medium Duty Pickup (replace)		100%					100						100
Asphalt Patch Machine (replace)		100%				-	325	-	-	-	-	-	325
Forklift (replace)	20%	20%	20%	20%	20%	-	-	100	-	-	-	-	100
Asphalt Roller (new)		100%				-	-	80	-	-	-	-	80
Pup Trailer (new)		50%			50%	-	-	150	-	-	-	-	150
Electric Medium Pick-up (new)	20%	20%	20%	20%	20%	-	-	100		-	-	-	100
Ravo Street Sweeper (replace)		20%			80%	-	-	-	750	-	-	-	750
Electric Sedan (new)	20%	20%	20%	20%	20%	-	-	-	80	-	-	-	80
Commercial Mower (replace)					100%	-	-	-	40	-	-	-	40
Backhoe (replace)	20%	20%	20%	20%	20%	-	-	-	-	350	-	-	350
Dump Truck (replace)	20%	20%	20%	20%	20%	-	-	-	-	325	-	-	325
Backhoe (replace)	20%	20%	20%	20%	20%	-	-	-	-	-	400	-	400
Roadside Mower (replace)		100%				-	-	-	-	-	325	-	325
TOTALS						300	870	660	1,110	925	985	270	5,120



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME:

AGENDA ITEM: Authorize the City Manager to Open a 30-day Call Beginning July 1, 2025, for Requests to Connect to the City's South Island Sewer System in Accordance with the Supplemental South Island Sewer Connection Policy 2.14A - Public Works,

SUMMARY:

City Council adopted a revised South Island Sewer Connection Policy (2.14A) on May 27, 2025 (attached), which was effective beginning June 1, 2025. The approved document outlines the policy and procedures associated with distribution of additional South Island Sewer Connections (characterized as Equivalent Residential Units or ERUs) made available to the City via the inter-local agency agreement between City of Bainbridge Island and Kitsap County Sewer District #7 dated October 25, 2024.

Per the approved policy, City Council will open an annual 30 day "call for sewer connections." Following the open call period, City staff will review the applications, clarify any questions with applicants, and finalize applications. Staff will then prepare an evaluation and prioritization of the received application forms and provide a summary along with recommendations to City Council for consideration of approval at a regular business meeting.

In 2025, the adjusted timeline will be as follows:

- June 24 – Open call announced at Council meeting for July 1-31
- July 1-31 – Open call for new sewer connection applications
- August 1-31 – Staff review and clarify applications
- October/November - Staff recommendations provided to City Council at a regular business meeting

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

RECOMMENDED MOTION:

Authorize the City Manager to open a 30-day call beginning July 1, 2025, for requests to connect to the City's South Island Sewer System in accordance with the Supplemental South Island Sewer Connection Policy 2.14A.

COMMUNITY ENGAGEMENT AND OUTREACH:

The open call for sewer connection requests will be published on the City's website, and will be included in the regular City communications efforts during the month of July.

FISCAL IMPACT:

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

ATTACHMENTS:

[PW Director Memo SIS Call for Connections Policy Water Sewer Application.pdf](#)



PUBLIC WORKS DEPARTMENT MEMORANDUM

From: Christopher Wierzbicki, PE, Public Works Director

Date: June 24, 2025

Subject: **South Island Sewer Connection Policy and Procedure**

City Council adopted a revised South Island Sewer Connection Policy (2.14A) on May 27, 2025 (attached), which was effective beginning June 1, 2025. The approved document outlines the policy and procedures associated with distribution of additional South Island Sewer Connections (characterized as Equivalent Residential Units or ERUs) made available to the City via the inter-local agency agreement between the City of Bainbridge Island and Kitsap County Sewer District #7 dated October 25, 2024.

Per the approved policy, City Council will open a 30 day “call for sewer connections” annually on June 1 of the subject year. Following the open call period, City Staff will review the applications, clarify any questions with applicants, and finalize applications. Staff will then prepare an evaluation and prioritization of the received application forms and provide a summary along with recommendations to City Council for consideration of approval at a Regular Business meeting.

1. In 2025, the adjusted timeline will be as follows:
 - a. June 24 – Open call announced at Council Meeting for July 1-31
 - b. July 1-31 – Open Call for new sewer connection applications
 - c. August 1-31 – Staff review and clarify applications
 - d. October/November - Staff recommendations provided to City Council at a Regular Business meeting

Respondents to the open call will submit their application via the existing COBI Water Sewer Availability Application form (attached, also available online) identifying in the project description that the application is for a new South Island Sewer connection, and providing as much information as possible to allow staff to evaluate the requestor’s eligibility and priority in accordance with the classifications established in the revised policy.



PUBLIC WORKS ADMINISTRATIVE PROCEDURES MANUAL

2.14A SUPPLEMENTAL SOUTH ISLAND SEWER
CONNECTION PROCEDURE

DATE OF APPROVAL:	EFFECTIVE DATE:
APPROVED BY & TITLE:	CITY COUNCIL; CITY MANAGER
RESPONSIBLE DIVISION:	Public Works
KEY CODE AND REFERENCES:	COBI Comprehensive Plan, as amended, on file in the Department of Planning and Community Development Interlocal Agreement between COBI and Sewer District No. 7 (SD7) dated 10/3/1997 Interlocal Agreement between COBI and SD7 dated 09/24/2003 All interlocal agreements between COBI and SD7 that provide for sewer connections in the amount greater than the number of connections defined in the Interlocal Agreement dated 09/24/2003 Sewer Connection Analysis Form , as amended, on file in the Department of Public Works South Island Sewer Connections Guidance and Background Map of South Island Sewer Connections Map of City Contracted Sewer Service Areas
EFFECTIVENESS DATE:	June 1, 2025

PURPOSE: The purpose of this document is to outline the City of Bainbridge Island's (City's) policy and procedures associated with the analysis and distribution of available Equivalent Residential Units (ERUs) associated with the inter-local agreement between the City of Bainbridge Island and Kitsap Sewer District #7 (District) dated October 25, 2024.

The above-referenced agreement identifies 481 ERU's previously purchased by the City for use in the City's service area. All of those ERU's are presently physically connected, or "bound" for future use with an associated parcel in the service area. The agreement also now includes 25 additional ERUs, payment for which will be divided into four (4) annual installments of up to 7 ERUs for the years 2025-2027, and up to 4 ERUs in 2028. One (1) ERU is defined as one (1) sewer connection and is based upon the fixture unit values listed on the City's "Sewer Connection Analysis Form" (See link above).

As previously identified, as of the date of adoption of this policy, the 480 ERUs established in earlier versions of the ILA remain in effect as either connected or "bound." However, the City may purchase back an unused or unwanted ERUs from the original holder at their request. The City is the only entity that may purchase unused or unwanted ERUs for re-distribution. This policy therefore applies to both the 25 additional ERUs, and any other ERUs purchased by the City from an original holder.

The policy and priority of the City of Bainbridge Island (City) is to manage the use of available Equivalent Residential Unit's (ERUs) in a manner that follows the guidance provided in the City's Comprehensive Plan, Sewer District No. 7 (SD7) policies and resolutions, and this connection procedure.

POLICY:

Subject to the availability of ERUs the City shall:

1. Provide sewer service to projects in the Lynwood, Pleasant Beach, Rockaway Beach, Emerald Heights, Blakely Elementary and Point White sewer service areas as identified in Figure 1 that meet the following prioritized criteria:
 - a. Properties or development that serve a new or existing public facility including, but not limited to schools, parks, municipal facilities, publicly-owned amenities, etc.;
 - b. Properties with an existing residence served by a failing or soon-to-be failing septic system, where a replacement system or replacement reserve system is constrained to a location of 100' from established shoreline and wetland critical area buffers (or otherwise have a high probability of negatively affecting sensitive bodies of water). A failing septic system is defined as one that can no longer effectively treat and distribute wastewater, leading to untreated sewage potentially reaching the surface around the drain field, and causing contamination of groundwater and potentially surface water within a period of 30-days. A soon-to-be failing septic system is defined as being no more than 1-year from failing as defined above. The septic system status as defined above will be as determined by representatives from Kitsap Public Health.
 - c. Properties with an existing residence served by a failing or soon-to-be failing septic system with no alternative for system repair or replacement. The cost of a repair or replacement will not be considered as part of the criteria for prioritization;

- d. Properties with an existing residence served by a failing or soon-to-be-failing septic system where the owner is enrolled in a Kitsap County low-income property tax relief program, or the City's utility rate low-income program, if established;
 - e. Properties with an existing commercial space that is currently served by a sewer connection that requires additional ERUs, or a portion of an ERU, to serve an existing, non-expanded use (through Planning and Community Development permitting) or to meet a new health and safety regulatory requirement;
 - f. Properties that are planned for residential use at the maximum allowed density and will provide permanent affordable units at or below 80% of area median income through a deed restricted program adopted by the City;
 - g. Properties that are planned for residential use at less than the maximum allowed density and provide permanent affordable units at or below 80% of area median income through a deed-restricted program adopted by the City; and,
 - h. Any new or expanded residential development that does not qualify under the affordability criteria listed above, including a new accessory dwelling unit (ADU) on an existing parcel, are not eligible for this program.
2. Provide sewer service to projects in the adjacent open space areas identified in Figure 1 that meet the following prioritized criteria:
- a. Properties or development that serve a new or existing public facility including, but not limited to schools, parks, municipal facilities, publicly-owned amenities, etc.; and,
 - b. Properties with an existing residence served by a failing or soon-to-be failing septic system , where a replacement system or replacement reserve system is constrained to a location of within 100' from established shoreline and wetland critical area buffers (or otherwise have a high probability of negatively affecting sensitive bodies of water).

Requirements:

1. ERUs are reserved for a single parcel or commercial establishment;
2. ERUs may not be transferred, sold, or otherwise committed through a binding legal agreement, to an owner of another parcel;
3. Unused or excess ERUs reserved for a parcel may be held for use, subject to the City's binding commitment for a reservation of sewer capacity;
4. If requested by the owner, unused or excess ERUs "bound" for a parcel may, at the City's option, be purchased by the City in an amount equal to the sum of all system participation (SD7 connection) and latecomer's fees paid by an owner at the time the ERUs were reserved or allocated by the City. As established in the Purpose section of this policy, unused or excess ERUs referenced in this subsection may have been established as part of the original 480 ERUs or the 25 additional ERUs established through the 2024 ILA. If an ERU is reclaimed by the City as per above, that ERU may be available as part of the next upcoming annual distribution process.

PROCEDURE:

The following procedure will be used to assign available ERUs per the policy above:

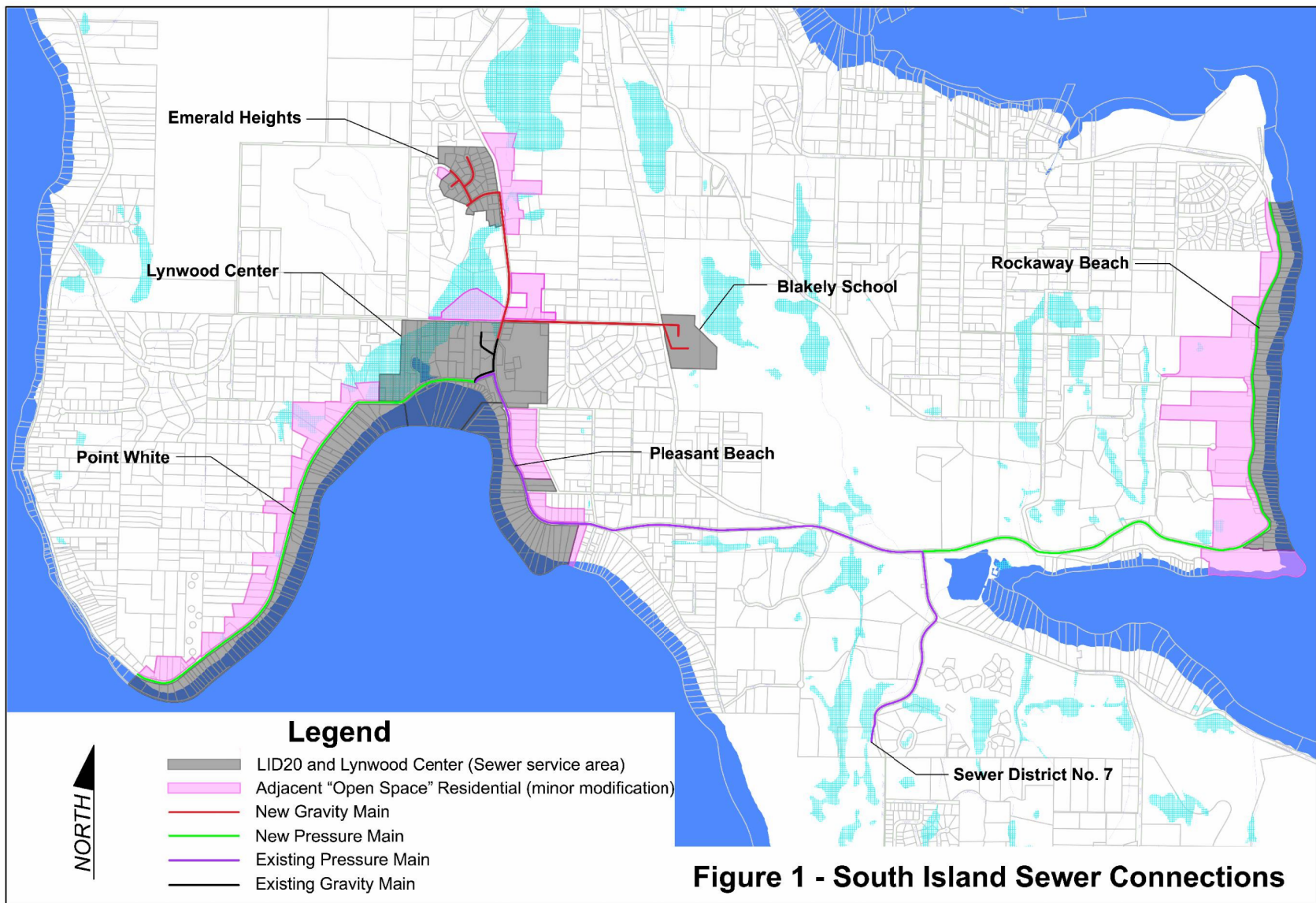
1. City staff will open a "call for sewer connections" annually on June 1st beginning in 2025. The call will be open for 30 days until June 30th. The call will be announced on a City Council Regular Business Meeting Consent Agenda at least 30 days prior to the opening.
2. Respondents to the call will submit the specified application form – included as an attachment to this document – to the front desk of City Hall or electronically to PWadmin@bainbridgewa.gov prior to 4PM on the last day of the call. There is no fee for the application.
3. Application forms will be reviewed by City staff, and respondents contacted with requested questions or clarifications. Applications will be finalized by July 31st.
4. City staff will prepare an evaluation and prioritization of the application forms, along with a recommendation to the City Council for consideration of approval at a Regular Business Meeting in September or October.
5. Any connections remaining after 2028 may be distributed in accordance with this policy in subsequent years in coordination with Kitsap Sewer District #7.

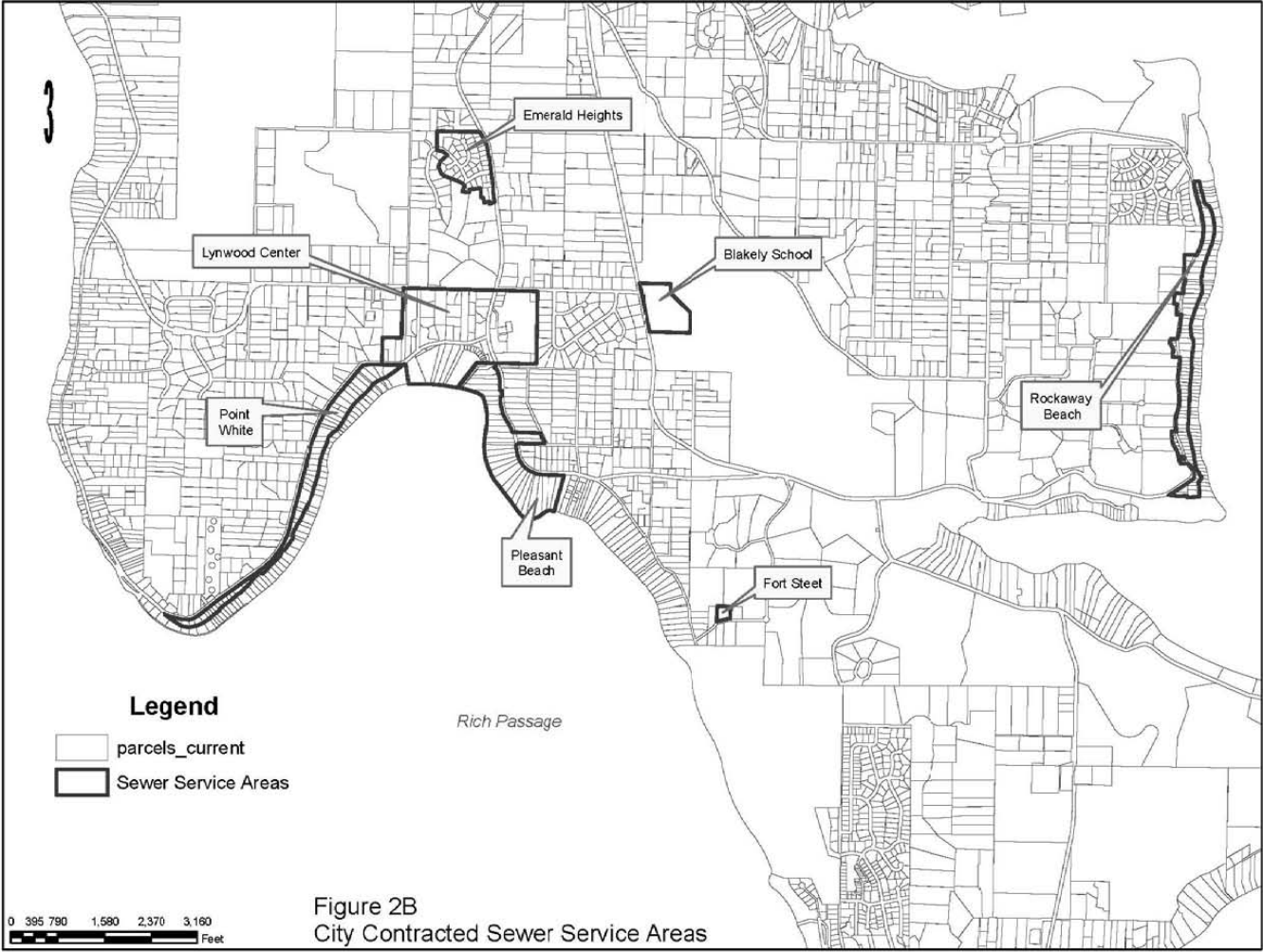
6. Applicants who are approved through this process are required to submit the necessary connection and other associated fees within 30-days of notification of approval. Any available connection reviewed through the annual process that is not distributed in the annual cycle, or is associated with unpaid fees after 30-days, will be available for distribution in the following year's process.
7. In each year of the open "call for sewer connections," the City will consider purchasing and paying for 1 or more ERU's for the purposes of addressing an emergency in the form of a failing septic system as defined previously in this policy, an emerging issue in the form of serving an existing commercial space as defined previously in this policy, or the establishment of an affordable housing unit as defined previously in this policy. Qualifying ERU's may be distributed outside of the annual approval process cycle
8. Applicants who do not receive a connection as part of an annual process must re-submit an application form in the subsequent annual approval process to be reconsidered. There is no appeal process for denied applications.

**APPLICATION/
FORMS:**

Sewer Connection Request Form (attached)

BIMC 15.12.050 Allows the Director to assign responsibility for the interpretation, application, and enforcement of specified procedures to department staff. It also allows the Director to administer provisions of the chapter.





Water /Sewer Availability Request

Previously received non-binding commitment? ☐ Water ☐ Sewer

Previously Received binding commitment? ☐ Water ☐ Sewer

Previous case number(s): _____

Has information changed since previous submittals? ☐ Yes ☒ No

Date Received: _____ Case Number: _____

Application Purpose:

Water	☐ Information ☐ Non-binding Commitment ¹ ☐ Binding Commitment – Limited Reservation ² ☐ Binding Commitment – Unlimited Reservation ³ ☐ Approval to Connect	Sewer	☐ Information ☐ Non-binding Commitment ¹ ☐ Binding Commitment – Limited Reservation ² ☐ Binding Commitment – Unlimited Reservation ³ ☐ Approval to Connect
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Project Information:

Project Name: _____
Project Description: _____ _____ _____
Parcel Number(s): _____
Site Address: _____ Bainbridge Island, WA 98110
Current Use: ☐ Single Family Residence ☐ Multi-Family Residences ☐ Commercial/Industrial ☐ Vacant Land ☐ ADU
Is this an LID area? ☐ Yes ☐ No ☐ Don't Know Subject to Latecomer's Agreement? ☐ Yes ☐ No ☒ Don't Know
Forecasted Connection Date? (MM/YY) Water ____/____/____ Sewer ____/____/____

Applicant Information:

Owner	Name: _____ Existing COBI Utility Account Number(s): _____ Address: _____ Phone: _____ Email: _____
Agent	<i>Please attach notarized Owner/Applicant Agreement Form</i> Name: _____ Agency: _____ Address: _____ Phone: _____ Email: _____

Current Connection Information:

Current Connections: ☐ Water ☐ Sewer ☐ Separate fire protection water main tap ☐ Septic ☐ Well ☐ None

System: ☐ COBI – Winslow ☐ COBI – Rockaway Beach ☐ KCSD 7 ☐ KPUD ☐ Private ☐ Don't Know

Type(s): ☐ Single Family Residence ☐ Multi-Family Residences ☐ Commercial/Industrial ☐ Irrigation ☐ ADU

Commercial/Industrial Use type: _____

Number of Buildings: _____ Total Units: _____ Meter Size(s): _____ Backflow Prevention: ☒ Yes ☐ No

Number of connected ERUs: _____ Apply credit from existing use: ☐ Yes ☐ No

Existing Account Number(s): _____

Proposed Connection Information:

Water	System: ☐ COBI – Winslow ☐ COBI – Rockaway Beach ☐ KPUD ☐ Well ☐ Don't Know ☐ None
	Type(s): ☐ Single Family Residence ☐ Multi-Family Residences ☐ Commercial/Industrial ☐ Irrigation ☐ ADU
	Commercial/Industrial Use type: _____
	Number of Buildings: _____ Units/Building: _____ Total Units: _____ Number of Meters: _____
	Meter Size: _____ Backflow Prevention Required? ☐ Yes ☐ No ☐ Don't Know
Separate fire protection water main tap ☐ Yes ☐ No	
Sewer	System: ☐ COBI – Winslow ☐ COBI – Rockaway Beach ☐ KCSD 7 ☐ Septic ☐ Don't Know ☐ None
	Type(s): ☐ Single Family Residence ☐ Multi-Family Residences ☐ ADU ☐ Commercial ☐ Industrial (see below)
	Commercial/Industrial Use type: _____
	Total Number of Connections: _____ Total Number of ERUs: _____ (From attached table)

Multi-Family Residential Units	Bldg./Unit # _____	Bldg./Unit # _____	Bldg./Unit # _____	Bldg./Unit # _____	Bldg./Unit # _____
Dwelling units per building:	_____	_____	_____	_____	_____
					Total Units _____

Fixture Type	Fixture Unit Value	Current		Bldg/Unit # _____		Bldg/Unit # _____		Bldg/Unit # _____		Bldg/Unit # _____		Total	
		QTY	Fixture Units	QTY	Fixture Units	QTY	Fixture Units	QTY	Fixture Units	QTY	Fixture Units	QTY	Fixture Units
Bath tub and/or shower	4	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Dental units or lavatory	1	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Dishwasher, commercial	4	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Drinking fountain heads	1	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Hose bib or sill cock	5	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Laundry tub or clothes washer	4	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Sink: bar or lavatory	2	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Sink: clinic, flushing	10	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Sink: kitchen	4	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Sink: other	4	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Sink: wash, circle spray	4	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Urinal: flush tank	3	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Urinal: pedestal	10	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Urinal: wall or stall	5	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Water closet, tank	5	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Water closet, flush valve	10	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Total Fixture Units:		_____		_____		_____		_____		_____		_____	
Total ERUs:		_____		_____		_____		_____		_____		_____	

Fixture Unit Value X Quantity = Fixture Units
20 Fixture Units = 1.0 Equivalent Residential Units (ERU) rounded to the nearest 1/100 ERU

The discharge of industrial wastewater (other than domestic wastewater) into municipal sewerage systems which could interfere with, pass through, or otherwise be incompatible with such systems or which would contaminate the sludge will not be permitted. WAC 173-216

Will industrial or commercial wastewater (other than domestic wastewater) including wastewater from restaurants, food processing facilities, and chemical processing facilities be discharged into the City of Bainbridge Island's (City) wastewater treatment plant?

☐ Yes ☐ No

Will industrial or commercial wastewater (other than domestic wastewater) including wastewater from restaurants, food processing facilities, and chemical processing facilities be discharged into the Kitsap County Sewer District 7 (SD7) wastewater treatment plant?

☐ Yes ☐ No

Applicants submitting a request for sewer connections where industrial or commercial wastewater (other than domestic wastewater) will be discharged in the City or SD7 wastewater treatment plants shall provide engineering data in a form determined by the City Engineer or designated representative to establish pretreatment requirements.

Additional Submittal Requirements:

Site Plan: Must include existing and proposed water and sewer mains, lines, connections, and meters with proposed development. The site plan must be legible, easily understood, and in a recognized scale. Information and sample site plans are available in the Administrative Manual for Planning Permits:

<http://www.bainbridgewa.gov/DocumentCenter/View/100>.

Other specifications or engineering as required.

Application Notes and Information:

- ¹ A 'non-binding commitment for water or sewer system availability' means the City currently has available water or sewer system capacity but does not guarantee the future availability of water or sewer system capacity.
- ² A 'binding commitment for a limited reservation of water or sewer system capacity' means that, upon payment of a non-refundable deposit on system participation fees pursuant to BIMC 13.16.040, the City shall reserve water or sewer system capacity, and shall allow connection to the City's water or sewer system, for a period not to exceed four (4) years from the issuance date of an approved binding commitment letter subject to the requirements stipulated in the binding commitment letter.
- ³ A 'binding commitment for an unlimited reservation of water or sewer system capacity' means that, upon payment of all applicable system participation fees set forth in BIMC 13.16.040, the City shall reserve water or sewer system capacity, and shall allow connection to the City's water or sewer system, in perpetuity subject to the requirements stipulated in the binding commitment letter.

When the City of Bainbridge Island issues a binding commitment for water or sewer system capacity, and service main extensions or other capital facility improvements **are not required**, the City of Bainbridge Island shall provide water and/or sewer service pursuant to the requirements and conditions stated in the binding commitment letter. When the City of Bainbridge Island issues a binding commitment for water or sewer system capacity, and service main extensions or other capital facility improvements **are required**, the owner shall enter into a Utility Extension Agreement with the City of Bainbridge Island at their own expense pursuant to the requirements and conditions stated in the binding commitment letter, and BIMC 13.32.

Applicants desiring a building or tenant improvement permit, or water service to an accessory dwelling unit (ADU) are required by Kitsap County Health District to submit a binding water availability letter and a binding sewer availability letter stating that the public water system will supply potable water. These letters are provided at the time a binding commitment is issued.

At the time of payment of fees and the receipt of a binding commitment, the owner is acknowledging and agreeing to comply with all codified regulations and rules now in existence or which may be established from time to time by the City of Bainbridge Island governing the operations of its public water and sewer systems. The owner specifically agrees to install all plumbing systems in accordance with the conditions stated in the binding agreement and maintain at all times their plumbing system(s) in compliance BIMC15.04 and the City of Bainbridge Island Design and Construction Standards and Specifications as they pertain to the prevention of water contamination, prevention of pressure surges, and thermal expansion in their water and sewer piping. Further, the applicant agrees at the time of final payment and receipt of a binding agreement for connection not to make a claim for damages against the City of Bainbridge Island or its agents or employees for damages and/or loss of production or sales or service caused by the disruption of water or sewer service for system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water or sewer utility.

Should an agent submit an application, a **notarized Owner/Applicant Agreement** must accompany the application.
<http://www.bainbridgewa.gov/DocumentCenter/View/167>

I affirm, under penalty of perjury, that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge at the time of submittal. I also affirm that I am the owner or designated agent of the subject site. Further, I grant permission to any and all employees and representatives of the City of Bainbridge Island and other governmental agencies to enter upon and inspect said property as reasonably necessary

to process this application. I agree to inform the City of any and all changes in the information submitted, and to any change in use with the resubmittal of this form prior to final payment of fees and connection to the City's water or sewer systems.

Print Name (Owner)	Signature (Owner)	Date
Print Name (Owner)	Signature (Owner)	Date
Print Name (Owner)	Signature (Owner)	Date
Print Name (Owner)	Signature (Owner)	Date
Print Name (Agent)	Signature (Agent)	Date



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2025-15, Approving Comcast Cable Television Franchise Agreement,

SUMMARY: The proposed Comcast Cable Television Franchise was reviewed in detail with the City Council on June 10, 2025. The Council voted to move the consideration of approval of the Franchise Agreement to the June 24, 2025, Regular Business Meeting.

The City of Bainbridge Island is proposing to extend a Franchise Agreement to Comcast to use the public rights-of-way. Comcast has installed, operated, and maintained a cable system in the right-of-way via a Franchise Agreement since 2016. The parties have been working together to draft a new Franchise Agreement for some time. The proposed Franchise Agreement and an associated ordinance, drafted by the City Attorney, is attached for City Council's consideration.

The following is an overview of the Franchise Renewal Process and Franchise Agreement Provisions:

- The current Franchise started June 15, 2016, expired June 14, 2021, and has been continuing on a month-to-month basis under Federal Law since that time.
- The City retained an outside firm, River Oaks Communications Corporation in June of 2020 to assist with the negotiation of the Franchise renewal. Although COVID delayed the negotiations, the Franchise was held in abeyance since 2022 to allow Comcast to develop a MUX System which will facilitate the distribution of City Programming in HD for Bainbridge Island, Bremerton, Poulsbo and Kitsap County. That engineering work is now complete, and construction will be moving forward.
- As part of the Cable Renewal Process and in order to receive input from Stakeholders and other Residents, the City previously conducted a Needs Assessment. This included a Past Performance Review of Comcast, a Web Survey on the City's Website, a Video Production Equipment Review of Equipment utilized in connection with the City Channel and a Virtual Town Hall Meeting.
- The Franchise facilitates the broadcast of City Council meetings.
- The new Franchise Agreement more clearly delineates which party pays for equipment upgrades related to the broadcast of Council meetings.
- The new agreement continues a Franchise Fee of 5% of gross revenue, with the definition of gross revenue being updated and modernized.
- The Education & Government Fee is increased to \$.50 per subscriber per month to be used on equipment upgrades. The EG fee is expected to produce approximately \$114,000 during the 5-year term.
- Bainbridge Island will continue to share an Educational and Governmental Channel with Bremerton, Poulsbo and Kitsap County.
- If the Cable System is down for more than 24 hours, the city and Comcast can meet

to discuss outage credits for subscribers.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Executive

RECOMMENDED MOTION:

Adopt Ordinance No. 2025-15 approving the Comcast Cable Television Franchise Agreement.

COMMUNITY ENGAGEMENT AND OUTREACH:

A needs assessment was conducted and a virtual Town Hall Meeting during COVID.

FISCAL IMPACT:

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

BACKGROUND:

Comcast requires installation, operation and maintenance of its cable system in Bainbridge Island's right-of-way. Bainbridge Island and Comcast have had the existing cable service agreement in place since 2016 to permit Comcast's occupation of Bainbridge Island's right-of-way ("2016 Agreement"). The parties have been working together to set forth a cable service agreement ("New Agreement") to replace the previous agreement. The New Agreement is a non-exclusive Franchise so if other companies want to provide wireline cable service, they would need to obtain a materially similar Franchise from the City.

The Franchise provides for a Franchise Fee of 5% of gross revenue and an Education and Government fee of \$0.50 per subscriber per month. The E&G fee is limited to equipment purchases. The Franchise facilitates the broadcast of the City Council meeting on a shared E&G channel with Bremerton, Poulsbo and Kitsap County.

The agreement provides for Comcast's responsibilities with regard to installation, maintenance and construction in the rights-of-way. Comcast is responsible for restoration of damages caused by Comcast or its contractors.

The agreement provides free service to government and schools, subject to agreed upon offsets.

The agreement also provides for a build out of the system with a standard of 25 residences per mile of aerial plant and 60 residences per mile of underground plant. For situations that potential customers are beyond 125 feet from Comcast Cable System, a formula is included whereby new customers can pay a pro rats share. Additionally, customer can contract for trenching rather than paying a trenching cost to Comcast. These provisions are intended to help bring Broadband/Internet service to additional

residents.

ATTACHMENTS:

[Comcast Franchise Ordinance 4912-5751-6607.1.docx](#)

[Bainbridge Island Comcast Cable Television Franchise 4-24-25.docx](#)

ORDINANCE NO. 2025-15

AN ORDINANCE of the City of Bainbridge Island, Washington, granting Comcast Cable Communications Management, LLC, a nonexclusive five-year franchise to construct, maintain, operate, replace, and repair a cable communications system in, upon, over, under, along, across, and through the City's public rights-of-way for the purpose of providing cable communications services, providing for severability and establishing an effective date.

WHEREAS, the City of Bainbridge Island ("City") is a franchising authority in accordance with the Cable Communications Policy Act, 47 U.S.C. § 522(10); and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way and RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for... poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of... signals or other methods of communication; and

WHEREAS, Comcast Cable Communications Management, LLC ("Comcast"), is a provider of cable communications, and

WHEREAS, Ordinance 2016-10 of the City of Bainbridge Island granted Comcast a five-year franchise ("the prior franchise") to operate its cable communications system in the City's public rights-of-way; and

WHEREAS, the prior franchise expired in 2021, but the City and Comcast have continued to negotiate in good faith and have reached agreement on terms for a new franchise; and

WHEREAS, the City has reviewed Grantee's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Grantee, and has determined that Grantee's plans for constructing, operating and maintaining its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, high technical capability and reliability of cable systems in its jurisdiction, the availability of local programming (including Educational Access and Governmental Access programming) and quality Customer service; and

WHEREAS, diversity in Cable Service and local and non-local programming is an important policy goal and a franchisee's Cable System should offer a wide range of programming services; and

WHEREAS, subscriber interests and competitive factors within the Cable Service market should be an essential characteristic of a franchise to use the public right-of-way; and

WHEREAS, the City Council finds that it is in the public interest to grant a franchise to Comcast to continue to operate and maintain its cable communications system in Bainbridge Island's public right-of-way and to provide cable communications services to Bainbridge Island residents and businesses, and

WHEREAS, pursuant to RCW 35A.47.040, this franchise ordinance was introduced at one Bainbridge Island council meeting and passed at a subsequent regular meeting occurring at least five days after its introduction.

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

Section 1. Grant of Franchise. A cable communications franchise is hereby granted to Comcast under the terms and conditions set forth in Exhibit A attached hereto and incorporated herein by reference. The franchise is granted for a period of five years from the effective date.

Section 2. Acceptance - Compliance with Franchise Terms. As a condition of the franchise granted by this ordinance, Comcast shall provide its written and acknowledged unconditional acceptance and promise to comply with all terms and conditions of Exhibit A. By the adoption of this ordinance, the City of Bainbridge Island agrees to comply with all provisions of the same.

Section 3. Insurance and Performance Bond. Comcast shall maintain the insurance policy and provide the performance bond as required by Sections 5.2 and 5.3 of Exhibit A.

Section 4. Acceptance. The rights and privileges granted pursuant to this ordinance shall not become effective under its terms and conditions are accepted by Comcast. Acceptance shall be accompanied by the submission of a written instrument, executed and sworn to by a corporate officer of Comcast before a notary public, and filed with the City as provided in Section 19.16 of Exhibit A within sixty (60) days after the effective date of this ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

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

Section 6. Effective Date. This ordinance shall take effect five (5) days from its passage and publication as required by law.

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

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

Ashley Mathews, Mayor

ATTEST/AUTHENTICATED:

Christine Brown, MMC, City Clerk

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

CABLE TELEVISION FRANCHISE
BETWEEN BAINBRIDGE ISLAND, WASHINGTON AND
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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CABLE TELEVISION FRANCHISE

This Cable Television Franchise (“Franchise” or “Franchise Agreement”) is entered into in Bainbridge Island, Washington, this ____ day of ____, 2025, by and between Bainbridge Island, Washington a municipal corporation, hereinafter (“City”) and Comcast Cable Communications Management, LLC hereinafter known as (“Grantee”). City and Grantee are sometimes referred to hereinafter as “party” or collectively as the “parties.”

WHEREAS, the City has reviewed Grantee’s performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Grantee, and has determined that Grantee’s plans for constructing, operating and maintaining its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the public has had adequate notice and opportunity to comment on Grantee’s proposal to provide cable television service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, high technical capability and reliability of cable systems in its jurisdiction, the availability of local programming (including Educational Access and Governmental Access programming) and quality Customer service; and

WHEREAS, diversity in Cable Service and local and non-local programming is an important policy goal and the Grantee’s Cable System should offer a wide range of programming services; and

WHEREAS, Subscriber interests and competitive factors within the Cable Service market should be an essential characteristic of this Franchise; and

WHEREAS, the City is authorized by Applicable Law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, in consideration of the mutual promises made herein, and other good and valuable consideration as provided herein, the receipt and adequacy of which are hereby acknowledged.

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

SECTION 1. DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meanings given herein when indicated with the text of the Franchise by being capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined, or those defined, but not capitalized within the text shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

“Access” or “Access Programming” includes Educational Access and Governmental Access, collectively, and means the availability for Noncommercial use by various governmental and educational agencies, institutions and organizations, in the community, including City and its designees, of particular channels on the Cable System to receive and distribute Video Programming to Subscribers, as permitted under Applicable Law, including, but not limited to:

(A) “Educational Access” means Access where Schools are the primary users having editorial control over programming and services.

(B) “Governmental Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

“Access Channel” means any Channel, or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate Access programming.

“Access Fees” means the capital contributions paid to the City by the Grantee in accordance with Section 9.6.

“Activation” or “Activated” means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.

“Affiliated Entity” or “Affiliate” when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee.

“Applicable Law” means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal status of a case or issue.

“Bad Debt” means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

“Basic Service” or “Basic Cable Service” means any service tier that includes, at a minimum, the retransmission of local television Broadcast Signals.

“Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.

“Cable Act(s)” means the Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.

“Cable Operator” means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.

“Cable Service” means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.

“Channel” means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

“City” means the City of Bainbridge Island, Washington, a municipal corporation, of the State of Washington.

“Demarcation Point” is located at an Access origination site and shall be the termination panel or point of interconnection between the City’s encoded video and audio and the input to the Grantee’s optical transmitter where the City signal is transmitted over a fiber connection to Grantee’s Headend.

“Designated Access Provider” means the entity or entities designated by the City to manage or co-manage Educational or Governmental Access Channels and facilities. The City may be a Designated Access Provider.

“Downstream Channel” means a Channel capable of carrying a transmission from the Headend to remote points on the System or to Interconnection points on the Cable System.

“Dwelling Unit” means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.

"Emergency" means a public safety emergency creating an immediate danger to property, life, health, or safety of any individual or Person, in, above, or under any Right-of-Way or a service interruption to a large number of Subscribers caused by an unforeseen or unanticipated failure.

"FCC" means the Federal Communications Commission or its lawful successor.

"Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric light-wave impulses.

"Franchise" means the document in which this definition appears, that is executed between City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.

"Franchise Area" means the incorporated area within the jurisdictional boundaries of the City, including any areas that become incorporated due to annexation by the City during the term of this Franchise.

"Franchise Fee" includes any tax, fee or assessment of any kind imposed by the City on the Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:

(A) Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or cable Subscribers);

(B) Capital costs that are required by the Franchise to be incurred by the Grantee for Educational or Governmental Access facilities, including the support required in Section 9.6.

(C) Requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

(D) Any fee imposed under Title 17, United States Code.

"Grantee" means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

"Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City. Grantee will calculate gross revenues in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Customers, including revenues derived from the provision of all Cable Services (including but not limited to Basic, digital starter, pay or premium Cable Services, other digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in Subscriber Cable Service tiers;
- fees for service calls;
- fees for additional outlets;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, administrative fees and other multiservice fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- Utility Taxes;
- Except as provided in subsection (B) below, any fee, tax, or other charge assessed against Grantee by a municipality, which Grantee chooses to pass through and collect from its Subscribers; and
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

- revenue from the lease of the Cable System to provide Cable Services in the Franchise Area; and
- payments or other consideration received from programmers for carriage of programming on the Cable System and recognized as revenue under GAAP.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a *pro rata* basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to Ampersand and Effectv or their successors or other affiliated advertising agencies associated with sales of advertising on the Cable System within the City and allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual Bad Debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- any taxes and/or fees on services furnished by Grantee which are imposed directly on any Subscriber or user by the City, State, or other governmental unit, provided that Franchise Fees, Utility Taxes and the FCC Regulatory Fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Educational and Governmental (EG) Fees;
- Access Fees
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state, or local law. The allocations shall be done for each bundled package separately and updated and revised within sixty (60) days, each time an element within the package has

its rate card changed including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City with the next payment report following such changes, and as part of any audit or review of Franchise Fee payments. If new Cable Service revenue streams develop from Grantee's operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise. This shall be included as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to subsection (E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

"Headend" or "Hub" means any Facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals and all other related equipment and facilities.

"Leased Access Channel" means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

"Locally Scheduled Original Programming" means Government Access or Educational Access programming that is created by the City or their designated access provider(s) including edited coverage of live programming. Such Locally Scheduled Original Programming shall not be considered as qualifying as such after three (3) cablecasts (initial, first repeat, and second repeat). Automated Video Programming filler, such as cablecasts of highways and roads, or video bulletin boards does not constitute Locally Scheduled Original Programming that qualifies herein.

"Noncommercial" means, in the context of Access Channels, those particular products and services that are not promoted or sold. This term shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving contributions used to produce and transmit Video Programming on an Access Channel, or from

acknowledging a contribution, in the manner of the Corporation for Public Broadcasting or some similar manner, subject to Applicable Law.

“Normal Business Hours” means those hours during which most similar businesses in the community are open to serve Customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some hours on Saturday.

“Normal Operating Conditions” means those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, pandemics, civil disturbances, power outages, telephone network outages, severe or unusual weather conditions, and unavailability of materials, equipment, or labor. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to peak or seasonal demand periods and maintenance or upgrade of the Cable System.

“Person” means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.

“Rights-of-Way” means land acquired for or dedicated to the public or are hereafter acquired or dedicated to the public and maintained under public authority, including but not limited to public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks and areas behind sidewalks, easements, and similar public property located within the Franchise Area.

“School” means any State accredited K-12 public or private educational institution located in the City not including home schools, prisons or jails (provided that state accredited juvenile schools within prisons or jails shall be included).

“Service Interruption” means the loss of picture or sound on one or more cable Channels.

“Standard Installation” means an installation as described in Section 13.

“State” means the State of Washington.

“Subscriber” or “Customer” means any Person (including those under a bulk billing arrangement) who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee’s express permission. Said permission may be withdrawn and the customer disconnected by Grantee at Grantee’s discretion.

“System” or “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a

facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term “Cable System” or “System” shall mean Grantee’s Cable System in the Franchise Area unless the context indicates otherwise.

“Tier” means a category of Cable Services provided by the Grantee for which a separate rate is charged.

“Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair and upgrade the Cable System, subject to the terms and conditions set forth in this Franchise and Applicable Law. This Franchise shall constitute both a right and an obligation to provide Cable Service and fulfill the obligations set forth in, the provisions of this Franchise.

(B) Grantee, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with the Bainbridge Island Municipal Code, as may be amended periodically and all lawfully enacted applicable construction codes and regulations. Grantee specifically agrees to comply with the provisions of City ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendment to any ordinance, rule, regulation, resolution, or other enactment of City, except in the lawful exercise of City’s police power. Grantee acknowledges that the City may modify its generally applicable regulatory policies by lawful exercise of the City’s police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications unless there is a conflict with Grantee’s negotiated rights hereunder. Grantee reserves all rights it may have to challenge such lawful modifications whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(C) This Franchise shall not be interpreted to prevent the City from imposing other conditions, to the extent permitted by law.

(D) Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other generally applicable permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any generally applicable permit, agreement, or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property, including by way of example and not limitation, street cut permits; or

(3) Any generally applicable permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including without limitation, permits for placing devices on poles, in conduits or in or on other structures.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Ways in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(G) This Franchise authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6), as amended. Neither the City nor the Grantee waive any rights they may have under Applicable Law as to the lawful use of the Cable System for other services and the regulatory obligations related to such services.

2.2 Use of Rights-of-Way

(A) Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area. Grantee shall comply with all lawfully enacted and generally applicable construction codes, laws, ordinances, regulations and procedures regarding placement and installation of Cable System facilities in the Rights-of Way.

(B) Grantee must follow City-established requirements, including the Bainbridge Island Municipal Code, as may be amended periodically, as well as all other generally applicable City codes, ordinances and other regulations regarding placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way. The Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety, and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by City, or that is installed without prior City approval of the time, place or manner of installation and charge Grantee for all the costs associated with removal; and City may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with Applicable Law) associated with any requirement of City in the exercise of its police powers, to relocate its Cable System facilities located in the Rights-of-Way provided the same is consistent with State law.

2.3 Term

This Franchise is and shall remain in full force and effect for a period of five (5) years from and after its adoption and the effective date of this Franchise, subject to acceptance of this Franchise by Grantee. Except as provided herein, the term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall commence upon the effective date hereof and shall expire five (5) years from the effective date of this Franchise unless lawfully terminated sooner as hereinafter provided. Provided, however, if both the City and the Grantee mutually agree on extending the Franchise's current terms and conditions and any new terms and conditions to be included in the Franchise, the term of this Franchise shall be extended for an additional five (5) years.

2.4 Effective Date

This Franchise and the rights, privileges, and authority granted hereunder shall take effect on _____, 2025 (the "Effective Date"), and shall terminate on _____, 2030, unless lawfully terminated sooner as hereinafter provided.

(A) This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise as specified in this Section and for the duration of the term as specified in Section 2.3.

(B) The effective date of this Franchise shall be five business days after its adoption.

(C) The grant of this Franchise shall have no effect on the Grantee's duty under any ordinances or franchise in effect prior to the Effective Date of this Franchise or any

effect on the Grantee's duty while it continued to be bound by the terms and conditions of such ordinances or franchise between the time of the expiration date of such franchise until the Effective Date of this Franchise to indemnify or insure the City against previous acts and omissions or to pay any Franchise Fees, capital contributions, business and utility taxes or any other payments due under any ordinances or franchise in effect or under any such ordinances or franchise under which Grantee continued to operate the Cable System in the City prior to the Effective Date of this Franchise.

2.5 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or franchises granted by City or its predecessors to any Person to use any property, Right-of-Way, easement, including the right of City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as City deems appropriate.

2.6 Grant of Other Franchises

(A) Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional wireline agreements or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services or similar video programming service within the City. If the City grants such an additional agreement or other similar lawful authorization that permits other providers to utilize the Rights-of-Way for Cable Services or similar video programming services containing material terms and conditions that differ from Grantee's material obligations under this Franchise Agreement, or declines to require such wireline agreement or other similar lawful authorization where it has the legal authority to do so, then the parties agree that the obligations in this Franchise Agreement will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the other providers, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements; security instruments; Education and Government Access Channels and support; customer service standards; required reports and related record keeping; audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical agreement or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming (as defined in the Cable Act) delivered over wireless broadband networks, whose infrastructure is not located in the Rights-of-Way and those who are not required under federal or state law to obtain a wireline cable agreement, are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise Agreement as provided for shall only be initiated by written notice by the Grantee to the City regarding specified Franchise Agreement obligations. Grantee's notice shall address the following: (1) identifying the

specific terms or conditions in the competitive cable services agreement which are materially different from Grantee's obligations under this Franchise Agreement; (2) identifying the Franchise Agreement terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise Agreement amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided herein, the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) daytime period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise Agreement modifications pursuant to such negotiations, then the City shall amend this Franchise Agreement to include the modifications.

(D) In the alternative to Franchise Agreement modification negotiations as provided for herein, or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise Agreement by opting into the agreement or other similar lawful authorization that the City grants to another multi-channel video programming provider (with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new agreement), so as to insure that the regulatory and financial burdens on each entity are materially equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise Agreement with the agreement issued to the other wireline multi-channel video programming provider.

(E) Notwithstanding anything contained in this Section to the contrary, the City shall not be obligated to amend or replace this Franchise Agreement unless the other provider makes Cable Services or similar video programming service available for purchase by subscribers or customers under its agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that a wireline-based entity with facilities used to deliver Cable Services or multiple Channels of video programming located in the City's Rights of Way makes available for purchase by subscribers or customers cable services or multiple channels of video programming within the Franchise Agreement Area without an agreement or other similar lawful authorization that permits another provider to utilize the Rights of Way granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise Agreement modifications; or

(2) the term of Grantee's Franchise Agreement shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise Agreement shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(3) Grantee may assert, at Grantee's option, that this Franchise Agreement is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

2.9 Police Powers

Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all Applicable Laws, ordinances and regulations lawfully enacted pursuant to the police powers of City, or hereafter enacted in accordance therewith, by City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the use of City's Rights-of-Way, Grantee shall pay as a Franchise Fee to City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim City may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by the Grantee was due or such shorter period of time if so provided by law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System.

3.5 Audits

On an annual basis, upon thirty (30) days' prior written notice, City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous six (6) years or such shorter period of time if so provided by law. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the cost of the audit in an amount up to \$15,000 for the audit.

3.6 Financial Records

Grantee agrees to meet with a representative of the City upon reasonable written request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Interest on Late Payments

In the event any payment is not received within forty-five (45) days from the end of the scheduled payment period, Grantee shall pay, in addition to the payment or sum due, interest from the due date at the prime rate as listed in the Wall Street Journal on the date the payment was due, until the date the City receives the payment. The period of limitation for recovery of franchise fees payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits City to collection of a Franchise Fee of five percent (5%) of Gross Revenues in any twelve (12) month period. In the event that at any time throughout the term of this Franchise, City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues in any twelve (12) month period, the parties hereby agree to amend the Franchise after written notice to Grantee, and a public meeting to discuss same provided that all wireline cable systems in the Franchise Area over which the City has jurisdiction are treated in an equivalent manner. In the event that at any time throughout the term of this Franchise, City is limited by federal law to collecting an amount which is less than five percent (5%) of Gross Revenues in any twelve (12) month period, Grantee may reduce the Franchise Fee payments to the City in accordance with federal law and the parties hereby agree to amend the Franchise unless the City would be covered under grandfathered provisions under federal law to keep the Franchise Fee at 5% of Gross Revenues.

3.9 Additional Commitments Not Franchise Fees

The EG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments against the Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC, Grantee shall provide the City advance written notice and up to one hundred-twenty (120) days to make an election as to an offset from Franchise Fees or modification of the obligation as set forth in Applicable Law by amendment of this Franchise. City's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its offset notice to the City. Nothing in this section shall be construed to prohibit the City from challenging Grantee's offset cost calculations for consistency with Applicable Law.

3.10 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within one hundred twenty (120) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Within forty-five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a Letter of Credit or other security provided by the Grantee.

3.11 Alternative Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is determined by Applicable Law.

3.12 Tax Liability

The Franchise Fees shall be in addition to and there shall not be any offset against Franchise Fees for generally applicable taxes and fees which are now or hereafter required to be paid by businesses in accordance with Applicable Law, including, the City Utility Tax provided for in City Code subsection 5.08.040 D (or any lawful amendment or modification thereto or any successor provision thereto) or Business or Occupation Tax in City Code chapter 5.05, (or any lawful amendment or modification thereto or any successor provision thereto) sales, use, utility and other taxes, and business license fees.

SECTION 4. ADMINISTRATION AND REGULATION

City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of Applicable Law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State and local law, to any agent in the sole discretion of the City.

4.1 No Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly-available rate card), and shall be non-discriminatory as to all Persons of similar classes, under similar circumstances and conditions, to the extent required by Applicable Law. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;
- (B) The offering of reasonable discounts to similarly situated Persons;
- (C) The offering of rate discounts for either Cable Service generally; or
- (D) The offering of bulk discounts for Multiple Dwelling Units.

4.2 Filing of Rates and Charges

Throughout the term of this Franchise, Grantee shall maintain on file with City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

4.3 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

4.4 Performance Evaluation

(A) Special evaluation sessions may be held at any time upon request by City during the term of this Franchise following Grantee's repeated failure to comply with the terms of this Franchise.

(B) All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

(C) Topics that may be discussed at any evaluation session may include those issues surrounding Grantee's failure to comply with the terms of the Franchise provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision herein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise are invoked.

4.5 Leased Access Channel Rates

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.6 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

(B) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee, at its sole cost and expense, shall indemnify, defend and hold City, its officers, officials, City Council, boards, commissions, agents, representatives, and employees, harmless from any action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, Grantee's acts, errors, omissions, conduct, activity, or work arising from or in connection with this Franchise Agreement. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Subject to Applicable Law, Grantee shall indemnify City for any damages, claims, additional costs, or expenses payable by City directly related to, arising solely out of or resulting solely from Grantee's failure to properly install, remove, adjust or relocate any of its facilities in the streets in accordance with any lawful relocation required by City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert System.

(D) Procedures and Defense. If a claim or action arises, City shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. Grantee may not agree to any settlement of claims financially affecting City without City's written approval that shall not be unreasonably withheld.

(E) Duty of Defense. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

(F) Duty to Give Notice. The City shall give the Grantee prompt written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section.

(G) Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select and pay for other counsel without conflict of interest with the City.

(H) Concurrent Negligence. In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 5.1 (H) shall apply. Where liability for damages arising out of bodily injury to persons, death, or damages to property is caused by or resulting from the concurrent negligence of the Grantee and the City, Grantee's liability shall be only to the extent of Grantee negligence.

5.2 Insurance Requirements

(A) General Requirement. Grantee shall, at its own expense, purchase and maintain the minimum insurance required herein with companies duly licensed to issue insurance in the State of Washington possessing a current A.M. Best, Inc. Rating of A VII or better and shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than two million dollars (\$2,000,000) per occurrence. The general aggregate limit shall be no less than five million dollars (\$5,000,000). Such insurance shall name the City, the City's officers, officials, City Council, boards, commissions, agents, representatives, volunteers and employees as additional insureds.

(2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate with respect to each of Grantee's owned, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Franchise.

(3) Employer's Liability with limits of at least one million dollars (\$1,000,000).

(4) Workers' Compensation insurance shall be maintained during the life of this Franchise to comply with State law for all employees.

The amounts listed above are the minimum deemed necessary by City to protect City's interests in this matter. City has made no recommendation to the Grantee as to the insurance necessary to protect Grantee's interests and any decision by the Grantee to carry or not carry insurance amounts in excess of the above is solely that of the Grantee. Grantee shall be responsible for judgments, settlements, damages, costs, attorneys' fees and expenses that exceed limits of Grantee's insurance coverage.

(B) Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City via mail, and ten (10) days' notice for nonpayment of any premium. If the insurance is canceled or terminated or materially diminished so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, until all work required to be performed under the terms of this Franchise is satisfactorily completed and in the event any insurance policy required by this Franchise shall be written on a claims made basis, Grantee agrees to keep such policy in place as well as Commercial General Liability Insurance, for at least one (1) year past completion and acceptance of Grantee's work or services and one year beyond expiration or termination of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify City for losses City otherwise would have been covered for as an additional insured.

All insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its City Council, boards, commissions,

representatives, officers, officials, agents, and employees for any claims arising out of Grantee's work or service. Grantee solely shall be responsible for deductibles and/or self-insured retention, and City, at its option, may require Grantee to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable Letter of Credit.

(C) Endorsements. All policies shall contain, or shall be endorsed so that:

(1) The City, and the City's officers, officials, City Council, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System;

(2) Grantee's insurance coverage shall be primary insurance with respect to the City, City Council and the City's officers, officials, boards, commissions, agents, representatives, and employees. Any insurance or self- insurance maintained by the City, City Council and the City's officers, officials, boards, commissions, agents, representatives, volunteers or employees shall be in excess of the Grantee's insurance and shall not contribute to it, provided the occurrence arises out of Grantee's acts, omissions or negligence; and

(3) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(D) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and an endorsement reflecting additional insured status. The certificates for each insurance policy shall be signed by facsimile signature of a person authorized by the insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the City at the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until Grantee provides new certificates evidencing coverage. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.3 Security

(A) Grantee shall provide a performance bond in the amount of twenty-five thousand dollars (\$25,000) to ensure the faithful performance of its responsibilities under this Franchise and Applicable Law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore City Rights-of-Way and other property. Grantee may be required to obtain additional bonds, such as generally applicable construction bonds, in accordance with the City's ordinary practices. The construction bond and performance bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the bond(s), and shall keep the same in full force and effect at all times. Except as expressly provided herein, the Grantee shall not be

required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

(B) The bond shall not be cancelled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days written notice first being given to City. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond.

(C) If there is uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of twenty-five thousand dollars (\$25,000).

(D) After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the letter of credit may be drawn upon by the City for purposes that include, but are not limited to the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

(3) Liquidated damages assessed against Grantee as provided in this Franchise.

(E) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within ten (10) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.

(F) Grantee agrees to maintain continuous bonds in the amounts required for the duration as provided in this Franchise and for the letter of credit for the duration of the uncured breach or for an agreed upon time period by both parties, at which time the letter of credit may be withdrawn.

(G) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. After a determination by the City Council, Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of

credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal on the date the City withdrew funds from the Letter of Credit or Performance Bond until the date the City returns the money to Grantee.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards as provided in FCC Standards and Regulations 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619. The City reserves its right to amend customer service standards under its police powers and federal law. If the City intends to exercise this right, it will enter into discussions with Grantee prior to such amendments.

6.2 Credits for Service Impairment. For outage situations that are greater than 24-hours in duration, the City may request a meeting with the Grantee to review its credit response for customers within the Franchise Area. The Grantee reserves its rights to provide credits in accordance with its business practices and Applicable Law.

6.3 Subscriber Privacy

Grantee shall comply with privacy rights of Subscribers in accordance with Applicable Law.

6.4 Customer Service Location(s)

For a period of two (2) years from the Effective Date, the Grantee must maintain, at a minimum, one (1) Customer service location as prescribed herein conveniently located within Kitsap County that will be open during Normal Business Hours, to provide Subscribers the opportunity to pick up (certain types of equipment depending upon size and subject to storage availability on site) and return Subscriber equipment and to make bill payments. Sixty (60) days prior to any closure of such Customer Service location, the City and the Grantee agree to meet to discuss any prospective closure. In addition, Grantee shall at all times maintain a Customer support center where Customers may access information related to services and products, make bill payments or “speak” with a Customer Service Representative. Grantee is encouraged to provide a website whereby Customers can request service credits and make payments.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

(A) In addition to any other records that may be provided for under any other section of this Franchise, the City, including the City’s Finance Director and Public Works Director or their designees, shall have access to, and the right to inspect, those books and records of Grantee, its parent corporations and Affiliates, which are reasonably related to the administration or enforcement of the terms of this Franchise, or Grantee’s use of and location within the City’s Rights-of-Way. Records subject to this subsection 7.1 include,

without limitation, FCC filings on behalf of Grantee, its parent corporations, or Affiliates which directly relate to the operation of the Cable System in the City; SEC filings; listing of Cable Services, rates, and Channel line-ups; the number of subscribers for each class of Cable Service (i.e., Basic, Expanded Basic Service, premium, etc.); Cable Services added or dropped; Channel changes; all planned construction activity; Right-of-Way route maps in GIS format; beginning and ending plant miles; total homes passed for the previous twelve (12) months; and any significant technological changes occurring in the Cable System; other federal and State reports; reports of Subscriber complaints in the City and how such complaints are resolved.

(B) Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may require that the City or its designee inspect them at Grantee's local offices. For purposes of clarity, any requirements to provide as-built maps shall not be considered too voluminous or unable to be copied for security purposes with respect to the provisions of this subsection (B). If any books or records of Grantee are not kept in a local office and are not made available in copies to the City or its designee upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee within thirty (30) days of an invoice from the City.

7.2 Confidentiality

(A) To the extent that books and records related to the City's oversight and enforcement authority are confidential, the information may be provided to the City or its duly authorized agent(s) pursuant to a non-disclosure agreement whereby the City and/or its duly authorized agent agrees not to make such information public, to the extent such nondisclosure complies with the State Public Records Act, Chapter 42.56 of the Revised Code of Washington, and to the extent Grantee makes the City or its duly authorized agent aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential and exempt from public disclosure under State law.

(B) As a public agency, records and information provided to or otherwise used by the City may be subject to a request submitted under the State Public Records Act. In such an event, Grantee agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act, subject to Grantee's rights under this Franchise Agreement and RCW 42.56.540. If a request is received for records Grantee has submitted to the City and has been identified as confidential, proprietary or protected trade secret material, the City will use its best efforts to provide Grantee with notice of the

request in accordance with RCW 42.56.540 and a reasonable time (of no less than 10 days) within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. The City is not required to assert on Grantee's behalf any exemption based on trade secret, proprietary or confidential information, provided, however, the City may assert such exemption if the City itself believes in good faith that an exemption applies to the requested records. Grantee agrees to defend, indemnify and hold the City, its officers, officials, boards, commissions, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the assertion of an exemption to disclosure under the Public Records Act based upon records claimed or identified by Grantee as confidential, proprietary or protected trade secret material.

(C) All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of six (6) years.

(D) Throughout the term of this Franchise, the Grantee shall maintain at its business office, in a file available for public inspection during Normal Business Hours, those documents required pursuant to the FCC's rules and regulations.

7.3 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal and equitable, that are available to City under this Franchise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide at least the following initial broad categories of programming to the extent such categories are reasonably available.

- (A) Government programming;
- (B) News, weather and information;
- (C) Sports;
- (D) General entertainment including movies;
- (E) Children and family oriented;
- (F) Arts;
- (G) Foreign language;
- (H) Science/technology.

8.2 Deletion of Broad Programming Categories

Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws.

8.4 Services for the Disabled

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and upon request from a Subscriber periodically thereafter.

8.6 Leased Access Channels

The Grantee shall provide leased access channels as required by Federal Law.

8.7 Complimentary Cable Service

The City acknowledges that the Grantee currently provides certain complimentary video services to municipal buildings, schools and libraries (if applicable) without charge. The Grantee agrees to voluntarily continue, until it elects to discontinue, the provision of complimentary services, even though they are not a requirement of this Franchise. At such time as the Grantee elects to discontinue the provision of complimentary services, the Grantee agrees that it will do so only after providing the City with at least one hundred twenty (120) days' prior written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to whether to keep the services. Upon written notice from the Grantee, the City shall be given the full one hundred twenty (120) days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by the Grantee in the event the Grantee elects to discontinue the provision of complimentary service as set forth herein. In the event federal law is overturned in whole or in part by Congressional action, the FCC or through judicial decision, both parties will meet promptly to discuss what impact such action has on the provision of in-kind cable-related services under this subsection.

SECTION 9. EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Designated Access Providers

(A) The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of the Access Channels provided by Grantee under this Franchise, which is used or useable for Educational Access and Government Access (“EG” or “EG Access”) Programming.

(B) Grantee shall not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channel by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Upon the effective date of this Franchise, the Grantee has provided the City with one (1) standard definition format Access Channel, for Government and Educational Access and regional Access programming, for Subscribers within the Franchise Area and other jurisdictions. The standard definition Access Channel is currently being programmed by the City and located on Channel 12. Upon the activation of the new HD Access Channel under subsection 9.2(C), the Grantee shall maintain the City’s standard definition Access Channel on Channel 12 and the HD Access Channel within the Franchise Area. The City shall have the right, but not the obligation, at any time to make use of the channel capacity provided for in this Franchise for purposes of Government Access, Educational Access and regional Access programming.

(B) The City acknowledges that the Grantee’s Cable System provides additional benefits to Access Programming needs in addition to the EG requirements listed above. This is accomplished through the inclusion of other regional Access Programming within the regional channel line-up that services the Franchise Area and other jurisdictions. The Grantee will endeavor to provide the Subscribers in the Franchise Area with the other regional Access Channels so long as the programmers offer them for use on the Cable System.

(C) Simulcast High-Definition Access Channel:

(1) The Grantee agrees to simulcast one (1) Access Channel in high-definition (HD Access Channel) format under the following conditions:

(a) Within ninety (90) days of the required upgrade of the Access return connectivity network, under subsection 9.7(A), the Grantee shall activate the simulcast HD Access Channel.

(b) The Grantee shall be responsible for all capital engineering costs associated with fulfilling the request to activate the simulcast HD Access Channel.

(c) The City or any Designated Access Provider shall be responsible for acquiring all equipment necessary to produce programming in HD.

(d) Upon activation of the simulcast HD Access Channel, Grantee shall own and maintain the encoder equipment used to transmit the HD Access Channel signal from City's Demarcation Point.

(e) The City shall provide the HD Access Channel signal as specified by the Grantee's engineering standards, as amended by the Grantee from time to time because of changes in technology.

(f) For purposes of this Franchise, an HD Signal refers to a television signal delivering picture resolution of 1080i, or such other greater resolution in the same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System.

(2) The City acknowledges that the simulcast HD Access Channel will be available only to those Subscribers who elect to subscribe to Grantee's high-definition Cable Service, receive or have a high-definition set-top converter, and pay all fees associated therewith.

(3) Grantee shall have sole discretion to determine the Channel placement of the simulcast HD Access Channel within its high-definition channel line-up but shall endeavor to locate it near other similar channels.

(4) At such time as the HD Access Channel is activated, the City and/or Designated Access Provider will provide an HD Access Channel signal in a single high-definition format. At that time, Grantee will transmit the high-definition signal on the HD

Access Channel and also down-convert the high-definition signal for simultaneous additional transmission on the standard definition Access Channel.

9.3 Location and Quality of Access Channels

(A) The standard definition Access Channel provided to Subscribers under this Franchise shall be included by Grantee as a part of the lowest Tier of service provided to all Subscribers in the Franchise Area or as otherwise provided by Applicable Law.

(B) The parties agree that it is the responsibility of the City and/or their Designated Access Provider(s) to provide a quality Access signal to the Grantee at the point of demarcation, which meets or exceeds the FCC technical standards. In addition to the foregoing, the Grantee agrees that it will deliver to Subscribers an Access signal, including, but not limited to, closed captioning, stereo audio, and other elements associated with the programming, of the same quality it receives from the City or Designated Access Provider(s) without degradation and in accordance with the FCC technical standards. The Grantee shall not unreasonably discriminate against Access Channels with respect to accessibility and functionality. There shall be no restriction on Grantee's technology used to deploy and deliver standard definition or high-definition signals so long as the requirements of the Franchise are otherwise met. FCC Rules and Regulations and generally accepted industry technical standards shall be used for all testing and assessment of quality under this subsection for the SD Access Channel and HD Access Channel.

(C) The Grantee, at its cost and expense, shall provide Headend equipment and routine maintenance and repair and replace such, if necessary, and any other of Grantee's equipment required to carry the Access signal to and from the City's Access origination point and the Grantee's Headend for the Access Channels.

(D) If Grantee makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or method or type of transmission of Access programming or services, Grantee, at its cost and expense, shall take necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment and full training of Access personnel, to ensure that the capabilities of the Access Channel and delivery of Access programming are not diminished or adversely affected by such change. For example, live and taped programming must be cablecast with as good or better signal quality than existed prior to such change.

9.4 Management and Control of Access Channels

(A) City may authorize Designated Access Providers to control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise, the FCC, federal and State law. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.

(B) Grantee shall cooperate with City and Designated Access Providers in the use of the Cable System and Access facilities for the provision of Access Channels.

(C) Both parties recognize the Bremerton Kitsap Access Television (BKAT) as the City's Designated Access Provider, as of the effective date of this Franchise.

9.5 Access Channel Identification/Location/Relocation

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall keep EG Channels on the lowest Tier consistent with Applicable Law. Subject to Applicable Law, it is acknowledged that City and Grantee each reserve their rights with respect to whether EG Channels may be required to be kept on the lowest Tier under effective competition as provided by law. Grantee shall provide to the City a minimum of sixty (60) days notice, and use its best efforts to provide ninety (90) days notice, prior to any relocation of its Access Channels, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. In connection with the movement of any of the City controlled Access Channel, Grantee, at Grantee's cost and expense, shall provide a bill message on Subscriber's bills, if requested by the City.

9.6 Support for Capital Costs

Grantee shall continue paying to the City an Access Fee for educational and government access capital expenditures in an amount of forty one cents (\$.41) per Subscriber per month for thirty (30) days after the Effective Date and thereafter fifty cents (\$.50) per Subscriber per month. Grantee shall make such payments quarterly, no later than thirty (30) days following the end of the quarter. The City agrees that 47 C.F.R. §76.922 permits Grantee to add the cost of the Access Fees to the price of Cable Services and to collect the Access Fees from Subscribers. In addition, as permitted in 47 C.F.R. §76.985, all amounts paid as the Access Fees may be separately stated on Subscriber's bills as a government access capital equipment fee. This Section does not require any specific increase or adjustment to the EG Contribution; rather, such adjustment shall be made only by mutual agreement, as evidenced by a written amendment to this Franchise.

9.7 Return Connectivity

(A) Both parties acknowledge that the Access return connection network supporting the Access needs of the City and other local franchise authorities the Grantee serves across Kitsap County requires an upgrade to accommodate the HD Access activation. The upgrade is recognized by both parties as the MUX system project. Following the execution of this Franchise and within in a time period agreed to by the parties in writing not to exceed six (6) months from the Effective Date, Grantee shall complete at its cost and expense the required MUX system project to allow Access signals to be received at BKAT facility through Grantee's Headend and the BKAT facility to transmit Access Signals back to Grantee's Headend for distribution across Grantee's Cable System.

(B) Throughout the term of this Franchise, and subject to Section 3.9 Grantee shall continue to provide and maintain a fiber optic local origination return line (and associated optical transmitter and receiver, fiber optic path and any necessary repeaters, transport and other equipment) from the origination point located within the City Hall located at 280 Madison Avenue North, to the BKAT facility at the Kitsap County Fairgrounds and on to the Grantee's Headend facility. Such fiber optic line and equipment shall have sufficient capacity to deliver signal quality as described in this Franchise without signal degradation. The City will provide Grantee with an encoded signal for insertion to the fiber optic transmitter and shall utilize the local origination return line for the transmission of EG programming for the Access Channel only. Should the City challenge any offset cost calculations imposed by Grantee for signal carriage or for return line maintenance costs under Section 3.9, Grantee agrees to continue to carry the City's signal pending final resolution of the matter.

(C) Upon written request of the City, Grantee shall construct and maintain additional fiber-optic return connectivity from the City to other locations within the Franchise Area, for the purpose of delivering Access programming to the City. All return connectivity engineering and construction costs for additional fiber optic connectivity shall be paid by the City at a cost mutually agreed to between the City and Grantee prior to beginning construction, and shall be completed within a mutually agreed schedule, following City's acceptance of Grantee's estimated cost. Grantee must submit to City, all requested estimates, within 180 days of request date, and City must respond, to Grantee, with acceptance or refusal within 180 days of date of estimate. Grantee may require that a reasonable deposit for the cost of engineering for an estimated project cost be paid in advance.

(D) After satisfactory completion of work requested by the City for which the City is to reimburse the Grantee and upon submission by Grantee of a proper invoice for payment of the cost reasonably incurred and accompanied by such evidence in support thereof, the City agrees to make payment for the cost reasonably incurred up to the estimated cost for the work; provided, however, that all payments shall be subject to adjustment for any amount found upon audit or otherwise to have been improperly invoiced. All work shall be performed in a cost-effective manner to minimize the costs to the City.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Construction

(A) Grantee shall perform all maintenance, construction, repair, upgrade and reconstruction necessary for the operation of its Cable System in accordance with Applicable Laws, regulations, ordinances and provisions of this Franchise. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to City streets and sidewalks located within the Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within Rights-of-

Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

(B) Prior to beginning any construction, Grantee shall provide City with a construction schedule for work in the Rights-of-Ways as required by City's permitting regulations, obtain all necessary permits and pay all required permit fees, which shall not be offset against the Franchise Fee.

(C) Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System. Prior to doing such work, Grantee shall apply for, and obtain, appropriate permits from City, and give appropriate notices to City, and Grantee shall have paid all applicable fees prior to the issuance of the requisite construction permits by City to Grantee. As a condition of any permits so issued, City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian and vehicular traffic. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees, licensees, and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area. Upon City request, Grantee will make reasonable efforts to attend or participate in planning meetings of the City of which Grantee is made aware to anticipate joint trenching and boring.

(D) In the event that emergency repairs are necessary, Grantee shall notify City of the need for such repairs as soon as practicable. Grantee may initiate such emergency repairs immediately, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.2 Location of Facilities

Within three (3) business days, unless otherwise specified in federal, State or local regulations, after the City or any franchisee, licensee or permittee of the City notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation.

10.3 Restoration of Rights-of-Way

(A) When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its construction permit.

(B) If Grantee excavates the surface of any Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Rights-of-Way and its surface within the area affected by the excavation. City may, after providing notice to Grantee, and Grantee's failure to respond within the required time, refill or repave any opening made by Grantee in the Rights-of-Way, and the expense thereof shall be paid by Grantee. City may, after providing notice to Grantee, and Grantee's failure

to respond within the required time, remove and repair any work done by Grantee that, in the determination of City, does not conform to applicable code. The cost thereof, including the costs of inspection and supervision shall be paid by Grantee. Grantee shall remit payment to City within thirty (30) days of receipt of an itemized list of those costs. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of City and State.

10.4 Maintenance and Workmanship

(A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes or any other property of City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in Rights-of-Way by, or under, City's authority.

(B) Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair and safe condition.

(C) The Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, or other public property.

(D) Grantee will maintain membership in good standing with the Washington Utility Notification Center, or other similar or successor organization designated to coordinate underground equipment locations and installations. Grantee shall abide by Washington State's "Underground Utilities" statutes and will further comply with and adhere to procedures and practices relating to the one call locator service program.

(E) Grantee shall give reasonable notice to private property owners of construction work in adjacent Rights-of-Way.

(F) Interruptions to be Minimized. The Grantee shall endeavor to schedule maintenance which may cause degradation or interruption to services provided, on its System at times that will minimize the impact of interruptions in service to Subscribers.

10.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Rights-of-Way, or upon the addition or annexation to the City of any area in which Grantee owns or operates any facility, Grantee shall, at City's request, submit to City a statement regarding all facilities involved, whether authorized by Franchise, permit or other prior right and specifying the location of all such facilities to the extent Grantee has possession of such information. Such facilities shall immediately be subject to the terms of this Franchise, as per Applicable Law.

10.6 Reservation of Rights-of-Way

(A) Nothing in this Franchise shall prevent City from constructing any public work or improvement. If any of Grantee's Cable System interferes with the construction or repair of any Rights-of-Way or public improvement, including construction, repair, or removal of utilities including sewer or water mains, Grantee's Cable System shall be removed or relocated in the area City shall direct. Any and all such removal or relocation shall not be at the expense of the City. In the case of a joint relocation project, Grantee shall be responsible for the cost of relocating its facilities. All such removal or relocation shall be preceded by ninety (90) days written notice or such additional time as may be provided by City. Upon notice, both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). Should Grantee fail to remove, adjust or relocate its facilities by the date established by City's written notice to Grantee, City may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee. Grantee shall remit payment to City within thirty (30) days of receipt of an itemized list of those costs.

(B) Movement of Cable System For and By City. The City may remove or disconnect Grantee's facilities and equipment located in the Right-of-Way or on any other property of the City in the case of fire, disaster, or other Emergency. Except during an Emergency, the City shall provide reasonable notice to Grantee prior to taking such action and shall provide Grantee with the opportunity to perform such action. Following notice by the City, Grantee shall remove, replace, relocate, modify, or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City, except that the City shall provide at least ninety (90) days' written notice of any major capital improvement project that would require the removal, relocation, replacement, modification or disconnection of Grantee's facilities or equipment. Upon notice, both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee. Grantee shall remit payment to City within thirty (30) days of receipt of an itemized list of those costs. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way by a third party for such relocation, Grantee shall be entitled to its share of such funds.

(C) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The cost of such temporary change must be paid by the permit holder, and Grantee may require the estimated payment in advance.

10.7 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by City during the term of this Franchise, unless City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to City, remove its facilities from such Rights-of-Way, and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by City, to restore, repair or reconstruct such Rights-of-Way, City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by City, shall be paid by Grantee within (30) days of receipt of an invoice and documentation.

10.8 Removal of Discontinued Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit to the City a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that City allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, City may require Grantee to remove the facility from the Rights of Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by City. Until such time as Grantee removes or modifies the facility as directed by City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for the facility, as well as maintenance of the Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

10.9 Hazardous Substances

(A) Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances within the Rights-of-Way.

(B) Grantee shall maintain and inspect its System located in Rights-of-Way. Upon reasonable notice to Grantee, City may inspect Grantee's facilities in Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residues of hazardous substances related thereto.

10.10 Undergrounding of Cable

(A) Wiring.

(1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed

underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Code requirements and rules and in a manner that allows Grantee to maintain its signal integrity in accordance with FCC requirements. In areas where electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(2) The Grantee shall utilize existing poles and Grantee's own conduit wherever possible.

(3) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.

(4) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. Therefore, if the Grantee further upgrades its Cable System, the Grantee shall submit these plans to the City in accordance with the City's permitting process so that such opportunities may be explored. However, nothing set forth herein shall obligate the Grantee to slow the progress of any future upgrade of the Cable System to accommodate the City. In addition, the Grantee agrees to cooperate with the City in any other construction by the Grantee that involves trenching or boring. If sufficient space is reasonably available and there is no threat of degradation to Grantee's Cable System, the Grantee shall allow the City to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the City shares proportionally in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

(5) The City shall not be required to obtain easements for the Grantee.

(B) Repair and Restoration of Property. If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, the Grantee shall restore the property to its former condition. Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Director of Public Works or his or her designee. If restoration of Rights-of-Way or other property of the City is not satisfactorily performed within a reasonable time, the Director of Public Works may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Grantee's expense and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall issue payment to the City. If suit is brought by City upon Grantee's failure to pay for repair or restoration, the responsibility for reasonable costs and

expenses of the prevailing party including attorney costs and fees, will be determined by a court of competent jurisdiction.

10.11 Codes

Grantee shall strictly adhere to all building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference, City may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

10.12 Construction and Use of Poles

Whenever feasible, Grantee shall use existing poles when the installation of facilities above-ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, subject to the terms of any City permit, then it shall be lawful for Grantee to make all needed excavations in the streets for the purpose of placing, erecting, laying, maintaining, repairing and removing poles, conduits, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System.

10.13 Tree Trimming

Upon obtaining a written permit from City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System.

10.14 Standards

(A) The Grantee must comply with all federal, State and local safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. Grantee shall ensure that all cable drops are properly bonded and grounded at the home or residence at the time of installation, consistent with applicable code requirements. All non-conforming or nonperforming cable drops shall be replaced by Grantee during the normal course of business.

(B) All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws so as not to interfere with the right of the public or individual property owner, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. Following the issuance of any necessary permits by the City, Grantee shall follow standard industry practices in the burying of service drops and make best efforts to complete burial within three (3) calendar weeks of initial request for service or installation and at a minimum of twelve (12) inches depth.

10.15 Stop Work

On notice from City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by City. The stop work order shall:

- (A) Be in writing;
- (B) Be given to the Person doing the work, or posted on the work site;
- (C) Be sent to Grantee by mail at the address given herein;
- (D) Indicate the nature of the alleged violation or unsafe condition; and
- (E) Establish conditions under which work may be resumed.

10.16 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be insured and bonded in accordance with local ordinances, regulations and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Laws governing the work performed by them.

10.17 GIS Mapping

Grantee shall provide the City with records of Grantee's trunk and distribution facilities within the Franchise Area in a standard geographic information system format (GIS) format which is acceptable to the City (e.g., ESRI). All updates of the GIS shall be submitted to the City Public Works & Utilities Department within thirty (30) days upon request or sooner as may reasonably be required by the City.

10.18 Locates

(A) Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in RCW 19.122, as such may be amended from time to time.

(B) Within three (3) business days, unless otherwise specified in federal, State or local regulations, after any City agency or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(1) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(2) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(3) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.19 Inspection of Facilities and Annual Meeting

The City, consistent with the other provisions herein, may inspect any of Grantee's facilities and equipment located in the Rights-of-Way or on other public property at any reasonable time during business hours upon at least twenty-four (24) hours' notice, or in case of emergency, upon demand without prior notice. Grantee's representative shall be present during such inspection, unless it is an emergency situation.

SECTION 11. CABLE SYSTEM DESIGN

(A) Prior to the effective date of this Franchise, the Grantee undertook a voluntary upgrade of its Cable System to a fiber-to-the-node Cable System architecture, with fiber-optic cable deployed from the Headend to the nodes and tying into a coaxial Cable System already serving Subscribers. Active and passive devices currently are passing a minimum of 750 MHz, and the Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of a particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise. The Grantee's System shall, at all times during the Franchise term, meet or exceed the following requirements: The System shall be capable of continuous twenty-four (24) hour operation without severe material degradation of service quality except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major System components.

(B) Equipment must be installed so that all closed-captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

(C) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(D) System Review. The City may hold a hearing to review whether or not the Cable System and the Cable Services offered by the Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests. The parties recognize that, as of the Effective Date, the City is not permitted to require the provision of specific Video Programming pursuant to this subsection.

(E) Sixty (60) days prior to Grantee's change in the designation of its principal Headend, it shall notify the City in writing of the proposed change.

SECTION 12. TECHNICAL STANDARDS

The technical performance of the Cable System shall meet or exceed all applicable federal technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

SECTION 13. SERVICE EXTENSION

(A) In general, except as otherwise provided herein, Grantee shall provide a standard aerial installation of Cable Service from the nearest usable signal point that is technically available, within seven (7) days of a request by any Person within its Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise.

(2) At a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.

(3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Customers, MDU Bulk Customers and other lawful exceptions.

(B) For non-Standard Installations of service to Customers, or a density of less than twenty-five (25) residences per 5280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per 5280 underground trench feet of trunk or distribution cable, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. The Grantee may require that the payment of the capital contribution in aid of construction be borne by such potential Customers and be paid in advance. Grantee will coordinate with the Customer in the event that the Customer volunteers to provide necessary trench and backfill, in accordance with reasonable standards as provided by Grantee.

(C) The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise and all

Applicable Laws. Grantee is under no obligation to provide service to dwelling units where there are Homeowner's Associations or Metropolitan Districts that do not allow access to Grantee or where another cable operator is providing cable service.

(D) Service to Newly Annexed Areas. Grantee shall have the right but not the obligation to extend the Cable System into any area annexed after the Effective Date of this Franchise Agreement which is not contiguous or is partially contiguous to the present Franchise Area of the City or to any area that is technically infeasible. Nothing herein shall require Grantee to expand its Cable System to serve or to offer service to any area annexed by the City if such area is then served by another cable operator.

SECTION 14. STANDBY POWER AND EAS

14.1 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least two (2) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, and for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefore.

14.2 Emergency Alert Capability

(A) In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or state requirements, as they may from time to time be amended, Emergency Alert System ("EAS") implementation will be accomplished by Grantee in compliance with the Washington State EAS Plan and to be in compliance with or further Homeland Security requirements or applications.

(B) Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations.

SECTION 15. FRANCHISE BREACHES; TERMINATION OF FRANCHISE

15.1 Procedure for Remedying Franchise Violations

(A) If City believes that Grantee has failed to perform any material obligation under this Franchise or has failed to perform in a timely manner, City shall notify Grantee in writing, stating with documented specificity, the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) Respond to City, contesting City's assertion that a default has occurred, and requesting a hearing in accordance with subsection (B), below;

(2) Cure the default; or

(3) Notify City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days' prior written notice, either City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, City may set a hearing in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A) (3), or denies the default and requests a hearing in accordance with subsection (A) (1), or City orders a hearing in accordance with subsection (A) (3), City shall set a public hearing to investigate said issues or the existence of the alleged default. City shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) business days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, City shall not unreasonably limit Grantee's opportunity to make a record that may be reviewed should any final decision of City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

(C) If, after the public hearing, City determines that a default still exists, City shall order Grantee to correct or remedy the default or breach within fourteen (14) business days of City notification or within such other reasonable timeframe as City shall determine. In the event Grantee does not cure within such time to City's reasonable satisfaction, City may:

(1) Assess and collect monetary damages in accordance with this Franchise; and

(2) Terminate this Franchise; and

(3) Pursue any other legal or equitable remedy available under this Franchise or Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the City or its designee. Any such determination by City shall be accompanied by a record, to which Grantee's contribution shall not be limited by City (i.e., City shall hear any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination shall

be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination of the City. City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.

15.2 Alternative Remedies

(A) No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under Applicable Law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

(B) The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, officials, City Council, boards, commissions, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. The Grantee shall not have any monetary recourse against the City, or its officers, officials, City Council, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof, subject to Applicable Law.

15.3 Assessment of Liquidated Damages and Letter of Credit

Subject to Section 5.3(C) :

(A) Grantee shall deliver to the City a Letter of Credit, in a form and substance acceptable to the City, from a National or State bank subject to reasonable approval by the City, in the amount of twenty-five thousand dollars (\$25,000.00).

(B) The Letter of Credit shall provide that funds will be paid to the City; and in an amount for liquidated damages charged pursuant to this Section, in payment for any monies owed by the Grantee to the City as a result of any material acts or material omissions by the Grantee pursuant to this Franchise or a pattern of repeated violations of any provisions of this Franchise.

(C) In addition to the recovery of any monies owed by the Grantee to the City or damages to the City as a result of any material acts or material omissions by the Grantee pursuant to the Franchise; the City in its sole discretion may, after notice and opportunity to cure as provided in Section 15.1, charge to and collect from the Letter of Credit the following liquidated damages.

(1) For failure to provide data, documents, reports or information or to cooperate with the City during an application process or Cable System review or as

otherwise provided herein, the Liquidated Damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.

(2) For failure of Grantee to comply with construction, operation or maintenance standards the Liquidated Damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.

(3) For failure to provide the Access Fee payments required by this Franchise, and the implementation and the utilization of the EG Access Channels, the Liquidated Damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.

(4) For failure to comply with any of the material provisions of this Franchise or Customer service standards, or other City ordinance for which liquidated damages is not otherwise specifically provided pursuant to this paragraph (C), the liquidated damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.

(D) Each violation of any material provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of 120 days.

(E) Subject to Section 5.3 (F) if any Letter of Credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in paragraph (A) of this Section.

(F) The City and the Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of the Grantee's breach of this Franchise. Accordingly, instead of requiring such proof of loss or damages, the City and the Grantee agree that the Grantee shall pay to the City the sums set forth above for each day that the Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the City would suffer in the event of the Grantee's breach of such provisions of this Franchise.

(G) The Letter of Credit referred to in Section 5.3 (C) may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.

(1) The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the bond(s) and Letter of Credit to the amount required under this Franchise. Grantee's maintenance of the bond(s) and Letter of Credit shall not be construed to excuse

unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the bond(s) and Letter of Credit or otherwise to limit the City's recourse to any other remedy available at law or in equity.

(2) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that a bond or Letter of Credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes a bond or Letter of Credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the bond(s) or Letter of Credit shall be returned to Grantee with interest from the date of withdrawal.

(H) The assessment of liquidated damages does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by City by reason of the breach of this Franchise.

(I) Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by the Grantee of this Franchise; to limit liability of the Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or in equity.

15.4 Revocation

(A) This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 15.1, or in the event that:

(1) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(2) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;

(3) Grantee fails to maintain the required Customer service location as provided in this Franchise in accordance with Section 6.4;

(4) Grantee abandons the Cable System, or terminates the Cable System's operations;

(5) Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System;

(6) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or

part of the Grantee's Cable System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

(B) Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee (at the option of the City and subject to Applicable Law) whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with City to assume and be bound by all of the terms and provisions of this Franchise.

(D) Grantee shall have no obligation to remove the Cable System where it utilizes the System to provide non-Cable Services and has any other authority under Applicable Law to maintain facilities in the Rights-of-Way, or where Grantee is able to find a purchaser of the Cable System who then or will subsequently hold such authorization.

15.5 Purchase of the Cable System

If at any time this Franchise lawfully terminates, the City shall have the option to purchase the Cable System in accordance with the Cable Acts.

SECTION 16. FRANCHISE TRANSFER

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution which consent shall not be unreasonably withheld, delayed or conditioned.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority ownership but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of

the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer or change in control and shall furnish all information required by law.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee or controlling entity shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee or controlling entity, along with any other data that is lawfully required; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of receipt of the FCC Form 394 application, provided it has received a complete application. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein to the extent that a

change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City's consent shall be required for such change in control.

(G) In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to Grantee's Affiliates or to an intracompany entity controlling, controlled by or under the same common control as Grantee, provided that except for Grantee or its Affiliates, the proposed assignee or transferee must show financial responsibility, if requested in writing, as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 17. ABANDONMENT

If the Grantee abandons its System during the Franchise term, or fails to operate its System in accordance with any duty to provide continuous service to Subscribers, the provisions of this Franchise and the City Code shall apply and the City, at its option, may operate the System or; designate another entity to operate the System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new cable operator is selected by the City. If the City designates another entity to operate the System, the Grantee shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorneys' fees, court expenses and attributed expenses for work conducted by the City's staff or authorized agents.

SECTION 18. PROHIBITED PRACTICES AND NOTICES

18.1 Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions and requirements of federal, State and local laws, and rules and regulations relating thereto.

18.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, Washington 98204
Attention: Franchising

City's address shall be:

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

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 Cumulative Rights

Subject to Applicable Law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

19.2 Costs to be Borne by Grantee

Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise.

19.3 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

19.4 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

19.5 Venue

The venue for any dispute related to this Franchise shall be in an appropriate court of competent jurisdiction in Kitsap County, Washington, or in the United States District Court for the Western District of Washington.

19.6 Governing Laws

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, and any other applicable local, State, and federal laws, rules, regulations (as such now exist, are later amended or subsequently adopted). To the extent there is a conflict between this Franchise and any City Ordinance or Resolution, the terms and provisions of this Franchise shall control.

19.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

19.8 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

19.9 Waiver

The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of that party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

19.10 Severability

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

19.11 Compliance with Federal, State, and Local Laws

The Grantee shall comply with applicable federal, state and local laws, now existing or hereafter adopted.

19.12 Force Majeure

The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were

caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control, including war or riots, civil disturbances, pandemics, floods or other natural catastrophes, vandalism, System interferences by third parties, labor stoppages, slow-downs, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached.

19.13 Entire Franchise

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

19.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise, either the City or Grantee, as the case may be, shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith as determined by the court.

19.15 Action of the City or Grantee

In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, unless specified otherwise, such approval or consent shall not be unreasonably withheld.

19.16 Acceptance

Within sixty (60) days of receipt of the Franchise after its execution by the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise. The failure of Grantee to file such an acceptance shall be deemed a rejection by the Grantee and this Franchise shall then be voidable at the discretion of the City.

19.17 Entire Agreement

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

SECTION 20. EFFECTIVE DATE

IN WITNESS WHEREOF this Franchise is signed in the name of Bainbridge Island, Washington this _____ day of _____, 2025.

BAINBRIDGE ISLAND, WASHINGTON

City Manager

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

Accepted and approved this _____ day of _____, 2025.

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Name: _____

Title: _____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME:

AGENDA ITEM: Consider License Agreement with Bainbridge Island Rowing for Specified Uses of the City Dock - Executive,

SUMMARY:

The City of Bainbridge Island owns the City Dock, located in Eagle Harbor adjacent to Waterfront Park. The Bainbridge Island Rowing Club (BIR) holds a ground lease for a portion of the City-owned Waterfront Park property on which a rowing center is located. BIR provides rowing services and programming to the community, including the use of launch vessels. BIR has historically moored their launch vessels at the City Dock through a verbal agreement and paid a daily rate for use of electricity when needed. As part of other efforts to document informal agreements, the City and BIR worked together to develop a license agreement for BIR to have reserved spaces on the City Dock as well as a methodology to send and receive payment for electricity use.

This License is effective for five years and may be renewed for an additional five years upon mutual agreement of the parties. This License may also be amended if BIR acquires an additional electric-powered launch boat.

BIR will pay the City a fee of \$900 for the reserved moorage of up to seven BIR launch boats for the first year of the agreement.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

Authorize the City Manager to sign the license agreement with Bainbridge Island Rowing for specific uses of the City Dock.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	\$900 in revenue for the first year, increasing by 4% in each subsequent year unless renegotiated.
Ongoing Cost:	
One-Time Cost:	

Included in Current Budget?	
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BACKGROUND: BIR has reserved moorage for its launch vessels at the City Dock. They have used the City Dock for this purpose for many years at no cost. BIR has recently purchased an electric launch vessel, which must be recharged.

The City has calculated a reduced rate for reserved use of the City Dock for BIR in recognition of the community service and free/reduced cost access to rowing provided by BIR.

ATTACHMENTS:

[BIR-COBI License Agreement for City Dock Use - BIR Executed.pdf](#)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is entered into by the City of Bainbridge Island, a Washington municipal corporation (“City”) and the Bainbridge Island Rowing Club, a Washington nonprofit corporation, doing business as Bainbridge Island Rowing (“BIR”), for the purpose hereafter set forth.

RECITALS

WHEREAS the City owns the City Dock at 301 Shannon Drive NE, adjacent to the City-owned Waterfront Park and the dock is open to the public for use including temporary moorage; and

WHEREAS BIR holds a ground lease for a portion of the City-owned Waterfront Park property; and

WHEREAS BIR provides rowing services and programming to the community and uses the City Dock to do so; and

WHEREAS to perform rowing services and programming safely, BIR owns and operates launch vessels which are an integral part of BIR’s operations and safety protocol; and

WHEREAS BIR has historically moored their launch vessels at the City Dock through a verbal agreement and paid a daily rate for use of electricity when needed; and

WHEREAS the City will provide to BIR reserved space on the dock at a reduced rate in consideration of the community programming offered at free or reduced rates to community members in need, as shown in Exhibit C; and

WHEREAS BIR is in the process of converting their launch vessels from gasoline to electric motors; and

WHEREAS the City and BIR wish to establish a written agreement for the areas of the dock reserved for BIR use and a methodology to send and receive payment for electricity use.

NOW, THEREFORE, in consideration of the mutual promises of the City and BIR, and of other good and valuable consideration, the City and BIR agree as follows:

AGREEMENT

1. License Granted. The City hereby grants to BIR a license to access, moor, and use the City dock, including any necessary and related appurtenances, according to the terms and conditions set forth in this License. This License is a license to use property only and conveys no real property ownership or leasehold interest in the City dock, or any permanent structure located thereon, to BIR.

2. **Term of License.** This License shall be valid for a period of five years from the Effective Date described below, unless sooner amended or terminated as provided below. This License may be renewed for an additional five years upon mutual agreement of the parties. This License may also be amended if BIR acquires an additional electric-powered launch boat(s).

3. **Payment.** BIR shall pay the City a fee for the reserved moorage of up to seven BIR launch boats for the first year after the Effective Date in the amount of nine hundred dollars (\$900.00). Effective on the first anniversary of the Effective Date and on each anniversary date thereafter, the fee shall be increased by four percent (4%) or the percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area between the current anniversary date and the preceding anniversary date, whichever is greater.

4. **Use of City Dock.** BIR is authorized to use the City dock under the following conditions:

- A. **General Programming.** BIR shall have the right to manage and schedule and coordinate all BIR Rowing Programs (as defined in the Ground Lease) that utilize the City dock.
- B. **Mooring of BIR Launch Boats.** BIR may moor up to seven (7) launch boats in the reserved locations specified in green in Appendix A. Up to three (3) boats may moor directly to the City dock, with the remaining four (4) boats rafting up to three (3) deep. Each launch boat may not exceed nineteen (19) feet Length Overall (LOA).
- C. **Mooring of BIR Electric-Powered Launch Boats While Charging.** BIR may temporarily moor up to one (1) electric-powered launch boat in the location specified in in orange in Appendix A while the motor is actively charging, not to exceed four (4) contiguous hours or eight (8) total hours within a twenty-four (24) hour period.

5. **Condition of Property.** BIR covenants and warrants that it is familiar with and has fully inspected the City dock and that it is reasonably safe and suitable for BIR’s intended uses as permitted under this License. BIR accepts the City dock “as-is” without warranty of any kind, whether express or implied.

6. **Utilities.** BIR shall be entitled to use shared power and water utilities provided on the City dock per the conditions set forth in Section 4.

7. **Costs.** BIR shall be solely responsible for all costs associated with BIR’s authorized uses of the City dock. The City shall not be obligated to contribute funds to BIR or otherwise make expenditures in support of BIR’s uses, except as expressly provided in this License.

8. **Damages from Use.** BIR shall be solely responsible for all damage to the City dock arising from BIR’s uses, including but not limited to, any damage to the City dock, dock

cleats, and power pedestals caused by or arising out of BIR's use or the use of any invitee, employee, volunteer, or other person using the City dock with the permission of BIR. Ordinary wear and tear shall not be BIR's responsibility except as provided in this License. If BIR's use causes damage to the City dock, BIR shall promptly repair such damage at no cost the City.

9. Maintenance by the City. Except as provided in this License, the City shall not be obligated to make any repairs or improvements to the City dock as a condition of this License.

A. **Capital Repairs.** Notwithstanding anything in this License to the contrary, the City shall be responsible for making any necessary capital repairs to any infrastructure owned by the City and used in connection with the City dock.

10. Access by City. The City shall retain the right to enter the City dock at any time.

11. Alterations. Except as otherwise provided in this License, BIR shall not make any permanent additions or alterations to the City dock without the consent of the City. For the avoidance of doubt, BIR may continue to moor and raft launch vessels referenced in Section 4, in the ordinary course of operations, consistent with past practices.

12. Liens. BIR shall not suffer any lien to be recorded against the City dock as a consequence of any action of BIR, including but not limited to, liens of contractors, subcontractors, or suppliers related to any maintenance or work completed at BIR's request. In the event that any such lien is filed, BIR shall immediately satisfy and remove the same, provided, that if the correctness or validity of a claim of lien filed pursuant to Chapter 60.04 RCW is disputed by BIR, BIR may exercise its rights to bond for the amount of the lien in lieu of payment as provided in RCW 60.04.161, as the same exists or may hereafter be amended, as long as the lien is released by the filing of the bond.

13. License. This License is a license to use property and does not grant BIR any property interest, by lease or otherwise, in the City dock.

14. Nondiscrimination and Compliance with Laws.

A. **Nondiscrimination.** BIR agrees not to discriminate against any programming participant, employee or applicant for employment, or any other person in the performance of this License or the use of the City dock 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. **Compliance.** BIR shall comply with all federal, state, and local laws and ordinances applicable to the uses made under this License.

C. **Material Breach.** Violation of this section shall be a material breach of this License and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further licenses or agreements with the City.

15. Indemnification. BIR agrees to indemnify, defend, and hold harmless the City, its employees, officers, volunteers, agents, successors, and assigns from and against any and all damages, injuries, claims, or other liability of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees) incurred by BIR, or BIR's invitees, guests, tenants, or other third parties, relating to, resulting from, directly arising from, or associated with BIR's use of the City dock under this License, except for injuries and damages caused by the sole negligence or sole intentional misconduct of the City. BIR expressly agrees that the indemnity obligations in this License shall apply to claims brought against the City, its officers, volunteers, agents, successors, and assigns by employees or agents of BIR, notwithstanding any immunity provisions of the worker's compensation or industrial insurance statutes. This indemnification shall survive the expiration or termination of this License.

16. Insurance. BIR shall maintain the insurance described in Exhibit C.

17. Termination.

A. Termination by City for Default. The City may terminate this License at any time if BIR defaults in the performance of any of its material obligations under this License. In such event, the City shall provide written notice of termination to BIR setting forth the nature of the default, and BIR shall have sixty (60) days to cure such default and avoid termination, provided, that if the alleged default is such that it cannot reasonably be cured within sixty (60) days, BIR may cure such default by commencing in good faith to cure the default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter. If the default is not cured as provided in this subsection, this License shall terminate.

B. Termination by City for Convenience. The City may terminate this License at any time without cause by providing six (6) months' written notice to BIR. Provided, however, that prior to any termination for convenience, the City agrees to assist BIR in locating substantially similar space on the City dock, if the same is available, for their continued operations.

C. Termination for Failure to Maintain Insurance. As provided in the Insurance Requirements in Exhibit C, the City may terminate this License immediately if BIR fails to maintain the required insurance and fails to cure its noncompliance within five (5) days after notice by the City.

D. Termination by BIR for Convenience. BIR may terminate this License at any time without cause upon providing sixty (60) days' written notice to the City.

E. Automatic Termination. This License shall automatically terminate if:

- (i) BIR files a petition for bankruptcy, reorganization, or similar arrangement under any statute, or makes an assignment for the benefit of creditors, or takes advantage of any statute relating to insolvency; or

- (ii) A case in bankruptcy or receivership under the laws of any state is commenced against BIR, unless the same is dismissed within sixty (60) days after commencement; or
- (iii) BIR dissolves as a nonprofit corporation, voluntarily or involuntarily, or changes from a nonprofit corporation to a for profit corporation; or
- (iv) BIR ceases to be a 501(c)(3) organization under the Internal Revenue Code; or
- (v) The Ground Lease between the City and BIR is terminated for any reason.

F. Effect of Termination or Expiration. Upon the expiration or termination of this License, the rights and obligations of the parties under this License shall terminate except as provided herein. BIR shall thereafter have no further authority to use the City dock. BIR shall immediately vacate any and all portions of the City dock used and occupied by BIR and shall remove any personal property of BIR from the premises.

18. Sublicensing and Assignment. This License, or any interest herein or claim hereunder, shall not be sublicensed, assigned or transferred in whole or in part by BIR to any other person or entity.

19. Extent of License – Modification. This License, 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 License may be amended, modified, or added to only by written instrument properly signed by both parties.

20. Severability.

A. Invalidity. If a court of competent jurisdiction holds any part, term, or provision of this License 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 License did not contain the particular provision held to be invalid.

B. Conflicts. If any provision of this License 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.

21. Fair Meaning. The terms of this License shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship.

22. Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this License 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 License, 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.

23. 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 BIR: Bainbridge Island Rowing
281 Brien Drive SE
Bainbridge Island, WA 98110
admin@bainbridgerowing.org

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.

24. Survival. Any provision of this License which imposes an obligation after termination or expiration of this License shall survive the term or expiration of this License and shall be binding on the parties to this License.

25. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Washington.

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

27. Attorney's Fees. If either party commences litigation against the other to enforce this License or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

28. Counterparts. This License 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.

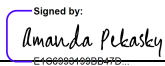
IN WITNESS WHEREOF, the parties have executed this License effective as of the later of the signature dates included below (“Effective Date”).

BAINBRIDGE ISLAND ROWING

CITY OF BAINBRIDGE ISLAND

Date: 13-Jun-25

Date: _____

By:  Signed by: Amanda Pekasky

By: _____

Name: Amanda Pekasky
Title: Director of Programs and Business Development

Blair King, City Manager

Tax ID # 91-2101122

City Business License # 602095166

EXHIBIT A

DESCRIPTION OF LICENSED PROPERTY

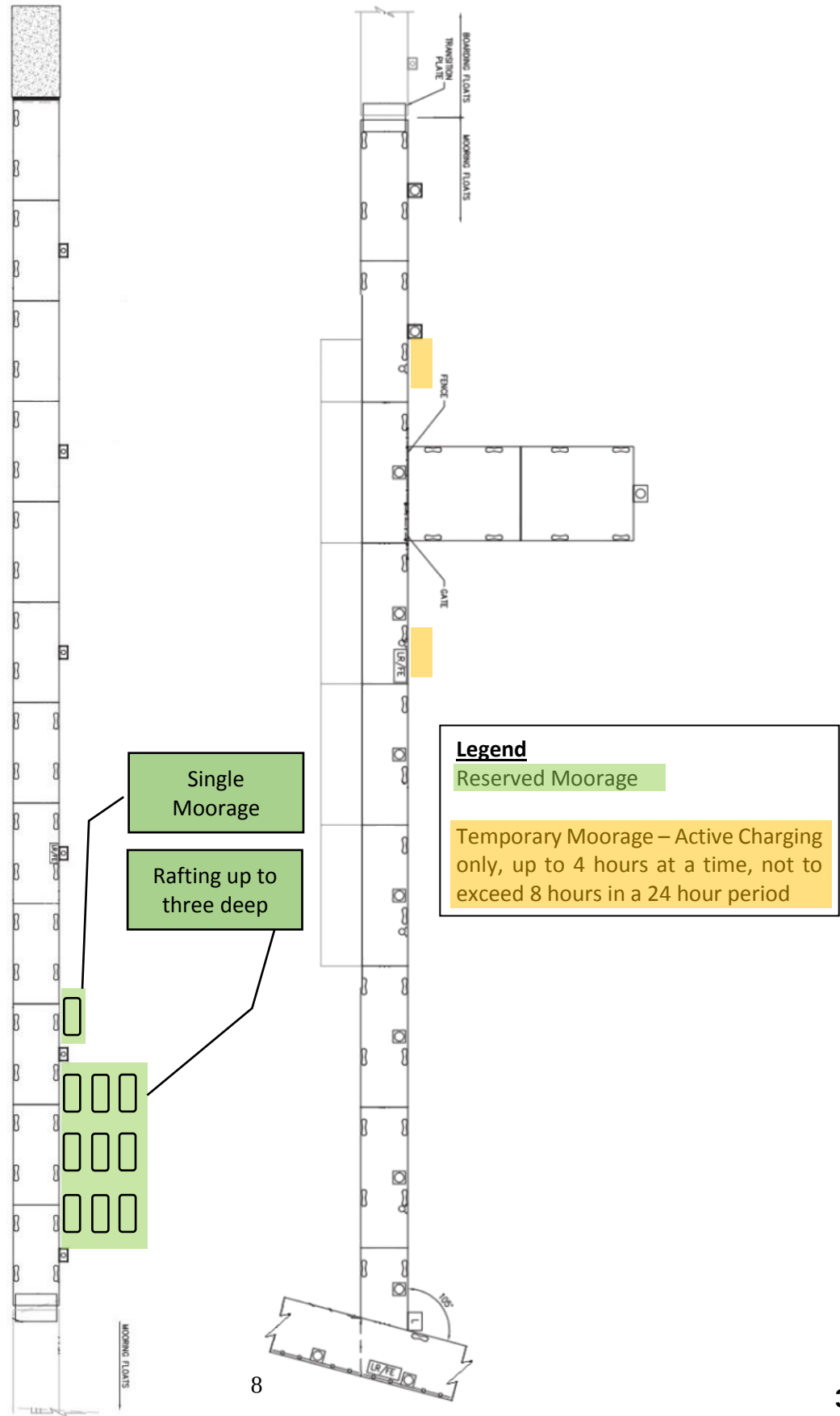


EXHIBIT B

INSURANCE REQUIREMENTS

A. Insurance Term

BIR shall procure and maintain for the duration of the License insurance against claims for injuries to persons or damage to property which may arise from or in connection with the property uses by BIR, its agents, representatives, or employees.

B. No Limitation

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

BIR 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 BIR's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

BIR shall maintain the following insurance limits:

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

E. Other Insurance Provision

BIR'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 BIR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, provided, however, that Texas Insurance Company and Liberty Mutual, as BIR's current insurance providers for General Liability and Auto Insurance, respectively, shall be acceptable for all purposes.

G. Verification of Coverage

Before commencing use occupancy under the License, the BIR shall provide to the City Manager a Certificate of Insurance evidencing the required insurance. BIR 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 BIR before commencement of the uses and occupancy. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

BIR 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 BIR to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving fourteen (14) days' notice to BIR to correct the breach, immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

J. City Full Availability of Property Manager Limits.

If BIR 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 BIR, irrespective of whether such limits maintained by BIR are greater than those required by this License or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by BIR.

EXHIBIT C

BAINBRIDGE ISLAND ROWING COMMUNITY PROGRAMMING

- **Scholarships:** offered for the Junior and Adult teams based on financial need.
- **Accessible Community Events:** donation-based events for Bainbridge residents.
- **Annual Free Regatta:** no-cost regatta, providing equipment and eliminating entry fees.
- **Try Rowing Events:** free introductory rowing experiences.
- **High School Athletics:** no-cut sports teams representing Bainbridge High School.
- **Senior Center Collaboration:** discounted rental rates for the Bainbridge Island Senior Center organization.
- **BI Parks & Trails Partnership** Waterfront Park clean up partnership.
- **Non-Profit Venue Support:** venue space rental discounted for nonprofit organizations.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME:

AGENDA ITEM: Cancel the July 1, 2025, City Council Study Session

SUMMARY: Council will consider canceling the July 1, 2025, City Council Study Session.

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

RECOMMENDED MOTION:

Cancel the July 1, 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: June 24, 2025

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:50 PM) Receive Update Winslow Subarea Plan and the Comprehensive Plan - Planning,

SUMMARY: This is a one in a series of monthly reports the City Council receives on the updates to the Winslow Subarea Plan and the Comprehensive Plan. The city is officially overdue in completing its periodic update to its Comprehensive Plan which was originally due by state law on December 31, 2024.

This report will cover two topics. One, the results of an interim capacity analysis based upon the preliminary boundaries, height, and floor area ratio (FAR) for the Ferry District and High School Road District. Two, a request from the Council's Comprehensive Plan Public Engagement Steering Committee for the full City Council to consider the Steering Committee's role and a possible mandate for increased participation in the Winslow Subarea Plan and Comprehensive Plan policy discussions on behalf of the Council.

The Planning Commission has been working to develop a recommended Preferred Alternative since January 2025. The Planning Commission has agreed to preliminary recommendations with regard to the boundaries, building height, and Floor Area Ratios (FAR) for two zoning districts, Ferry and High School Road, in the Winslow Subarea.

An interim capacity analysis, (how many units can be accommodated based upon the allowed development standards and redevelopment ratios), was conducted by the consultant LMN. This interim capacity analysis used the Planning Commission's preliminary boundaries and development standards for the Ferry and High School Road Districts, leaving other areas of Winslow with current zoning. This scenario yields more than 2,000 housing units for the Winslow area. This figure compares favorably to the city's total mandated housing target of 1,977 units as assigned by the Kitsap Regional Coordinating Council pursuant to HB 1220.

AGENDA CATEGORY: Report

PROPOSED BY: Planning &
Community Development

RECOMMENDED MOTION:

Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

Monthly updates to city council 2024-present; Planning Commission meetings Jan. 2025- present

FISCAL IMPACT:

Amount:	
Ongoing Cost:	

One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The City is required to update its Comprehensive Plan and create sufficient land capacity so that housing targets to improve affordability can be met. The City has not had to address capacity for over 25 years.

Beginning in 2024, the City analyzed a no action alternative and two growth alternatives in a Draft Environmental Impact Statement. After extensive public outreach and synthesis of public comments, city council directed the Planning Commission to work with staff on a Preferred Alternative, outlining how the City would achieve its growth targets and in particular the new housing mandates.

The Planning Commission made progress on two Winslow subarea zoning districts: Ferry and High School Road. Using standard land capacity methodology on development and redevelopment potential, an interim land capacity analysis provided significant results.

Using Planning Commission - preliminary recommended boundaries and development standards in the Ferry and High School Road districts, and leaving other areas of Winslow with current zoning, can yield more than 2,000 housing units for the Winslow area. The Kitsap Regional Coordinating Council assigned the City 1,977 total units, which this interim land capacity analysis appears to cover.

With the City being official overdue in completing its Comprehensive Plan and Winslow Subarea Plan, these interim capacity numbers may allow for a more expedited conversation developing supporting goals and policies on selected elements without requiring change for the rest of the Comprehensive Plan. City Council could consider allowing for annual docketing which is permitted by state law so that more detailed work can be done in the near future on form-based development code and affordable housing development options.

The Comprehensive Plan Steering Committee has expressed a desire to reflect policy direction provided by the full Council into the Comprehensive Plan and Winslow Subarea Plan process.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:05 PM) Consider Proposal from the Bainbridge Island Chamber of Commerce Related to a Series of Tasks for Economic Development Including Preparatory Steps Towards an Economic Development Strategy (\$80,000),

SUMMARY: On October 22, 2024, the City Council moved to provide \$140,000 for economic development purposes from the Council's 2024 contingency. The Council took this action in response to the Comprehensive Plan Economic Development Element economic implementation activities that call for a coordination of public and private efforts to grow and sustain a healthy economy on Bainbridge Island and a partnership with the business community. The Council also realized sales tax revenues fell from 2023 (\$7,396.070) to 2024 (\$7,238.020).

In response to the economic development set-aside, the Bainbridge Island Chambe of Commerce has submitted a proposal to partner with the city to enter into an agreement for an amount not to exceed \$80,000 for the purpose of engaging in a series of tasks over 18 months related to economic development including preparatory steps towards development of an Economic Development Strategy.

The tasks are intended to grow the tax base, specifically with regard to sales tax. The tasks focus on qualitative focus groups and quantitative surveys; preparing the business community to use FIFA 2026 as a catalyst for economic development; and the development of an Economic Development Dashboard hosted by the Chamber of Commerce to provide market and economic development data. This is consistent with Economic Element policy 1.3.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Review the proposal from the Bainbridge Island Chamber of Commerce for Economic Development and forward the proposal to the July 8 meeting for approval.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	Not to exceed \$80,000 with specific deliverables.
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	true

BACKGROUND: The Economic Development Committee of the Bainbridge Island Chamber of Commerce is seeking to advance a long-term economic development strategy for Bainbridge Island. They seek to offer their

expertise and knowledge of local economic conditions. Data gathering is one of the first steps in developing a comprehensive economic development plan. The Chamber proposes to conduct a series of three business focus groups to understand the high priority needs of the business community. The focus groups will be centered on the Creative/Cultural Industry, Tourism, and Entrepreneurism/Tech. These groups align with the Comprehensive Plan policies to address tourism and arts.

The Chamber is proposing to engage a subset of its economic development committee to maximize the economic opportunities arising from the 2026 FIFA. It is proposed to have a strategic and action plan to respond to the opportunities of FIFA.

The third major element of the proposal is the development of an Economic Dashboard that will include demographic data, point of service spending data, employer data, high demand jobs data, and other information. The Chamber will subscribe to Lightcast Data and develop a detailed information dashboard for Bainbridge Island.

Property and sales tax are the largest sources of revenue for the City's General Fund. Contrary to popular belief, the city's share of the property tax bill is only 7.60 percent, a smaller percentage than the School District, Fire District, and Metro Park District. The city's sales tax revenues, after a decline, is expecting modest growth, approximately three percent. This is less than inflation growth. Bainbridge Island has a unique business climate. For example, the community supports independent businesses over larger chains. Consequently, the cultivation of the tax base requires a unique approach.

ATTACHMENTS:

[Agreement for Economic Development Services - Chamber.pdf](#)

[Economic Element of the Comprehensive Plan.pdf](#)

[2024 Property Taxes as a Percentage of Taxpayer's Bill.pdf](#)

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Bainbridge Island Chamber of Commerce, a Washington nonprofit corporation ("Consultant").

WHEREAS, economic development is a critical component to ensuring the long-term success of the Bainbridge Island community and the continued economic health of the more than 1,000 businesses and 8,000 jobs on the Island.

WHEREAS, the Consultant has proposed to support the City's efforts to further economic development on Bainbridge Island by developing a series of surveys focused on gaps in services and potential areas for increased sales tax revenue generation, preparing and engaging the Bainbridge Island business community in anticipation of FIFA 2026, and developing a dashboard with key economic indicators including current job hiring data.

WHEREAS, the City desires that Consultant undertake the proposed activities under a formal contract for economic development consulting services.

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 conduct the survey activities, prepare and engage the Bainbridge Island business community, and develop the dashboard as provided 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. The survey work deliverable described in **Attachment B** shall be completed and provided to the City no later than November 30, 2025. The preparation and engagement deliverable described in **Attachment B** shall be completed and provided to the City no later than January 31, 2026. The economic dashboard deliverable described in **Attachment B** shall be completed and available on the Consultant's website no later than October 31, 2026.

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 January 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 upon satisfactory completion of each deliverable described in **Attachment B**. Payment for each deliverable shall be as follows:

Deliverable	Cost
3 Focus Groups	\$15,000.00
3 Surveys	\$15,000.00
Convening for FIFA World Cup	\$5,000.00
Strategic and Action Plan for FIFA World Cup	\$10,000.00
Economic Dashboard	\$35,000.00
Total	\$80,000.00

B. Consultant shall not exceed the amounts shown without prior authorization from the City. If Consultant's costs exceed the amounts shown, any overage shall be the sole responsibility of the Consultant and not the City. Consultant shall also not perform services beyond the expiration date of this contract without prior authorization by the City,

C. 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.

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

E. 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.

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: Bainbridge Island Chamber of Commerce
385 Winslow Way E
Bainbridge Island, WA 98110
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.

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.

BAINBRIDGE ISLAND CHAMBER OF
COMMERCE

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Lindsay Browning, Executive Director

Blair King, City Manager

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 Colorado.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

Attachment B



BAINBRIDGE ISLAND
CHAMBER OF COMMERCE

Proposal

Contact Information:

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Bainbridge Island Chamber of Commerce
Lindsay@bainbridgechamber.com

Primary Point People

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<https://www.linkedin.com/in/erikaleeborg/>

Capability Statement

Bainbridge Island Chamber of Commerce:

The Bainbridge Island Chamber of Commerce sees Economic Development as a critical component to ensuring the continued liveliness of our Island community. Bainbridge Island is home to more than 1,000 local businesses and 8,000 local jobs.

By and large, these local businesses are not corporate leaders - but small and medium sized businesses with owners active in our community. You are likely to see these community leaders sponsoring 4th of July, active in local schools and shopping at the grocery store. They also help each and every one of us have a smaller carbon footprint - by providing jobs close to home and ensuring we buy and utilize local products.

The Economic Development Committee of the Bainbridge Island Chamber of Commerce seeks to look at how we advance a long-term economic development vision for our Island. We also provide expertise to Chamber Staff, Public Officials and Chamber Board members on how best to ensure Bainbridge continues to have a strong and thriving local economy.

Our goal is to understand and actively work to ensure the conditions on the Island are present so small business and our community thrives.

Project Summary: Economic Development for Bainbridge Island

The small businesses and maintaining the high quality of life for our island residents is of utmost importance to the City of Bainbridge Island, Bainbridge Island Chamber of Commerce and larger business community.

Bainbridge Island is a unique destination in the Puget Sound region. Known for its ferries, artistic vibe, independent shops, high quality restaurants, charming small-town feel and proximity to downtown Seattle, Bainbridge Island is a destination for hundreds of thousands of tourists each year.

The following project is focused on ensuring a strong Economic Development strategy is developed over the next 18 months to ensure our Island is able to maximize tax revenue and ensure a thriving business environment for the small mom-and-pop businesses that make up the backbone of our Island

economy. Ultimately this work should directly impact and develop paths forward to increase local lodging tax revenue *and* support the continued value of property owners on Bainbridge Island.

The Bainbridge Island Economic Development Committee is made up of key business leaders from various industries across the island. It serves as thought-leadership group and regular focus group alongside the emerging First Light Insights program.

The project will focus on the following: (1) Development of a series of surveys focused on Data Demand (2) Preparing and Engaging the Business Community in anticipation of FIFA 2026 (3) Development of a Dashboard with key economic indicators including current job hiring data.

Surveys for Data Demand

Bainbridge Island has a need for real data regarding gaps in services and potential areas for increased sales tax revenue generation. The Chamber recommends two courses of action 1) Qualitative Focus Groups and 2) Quantitative Surveys.

Qualitative Focus Groups

The Chamber has several avenues for conducting a series of 3 business focus groups to understand high priority infrastructure needs: transportation, wayfinding etc. Each of these focus groups will be organized around the needs of high priority sectors for the Island: the Creative/Cultural Industry, Tourism, and Entrepreneurism/Tech. The third focus group, centered on tourism, will take place through the Chamber's Economic Development committee with special invitees from businesses within the tourism space. Quotes, takeaways and common themes will be shared with the City of Bainbridge Island.

Quantitative Surveys

Three quantitative surveys will be developed and sent out. One survey will focus on the business community and provide active opportunities to understand the need for various services and impediments to their success on the island. The second survey will focus on the experience of Island Visitors and Tourists. The final survey will focus on residents and missing business needs/community demand. The Chamber will work with staff at the City of Bainbridge Island to develop survey questions, utilize Survey Monkey or another online tool to develop and administer the survey. Tourism Information staff will utilize ipads to ensure strong distribution of the Visitor survey over Summer 2025.

Deliverables: 3 Qualitative Focus Groups and 3 Quantitative Surveys

Results will be available to be shared with the City of Bainbridge Island by December 2025.

Using FIFA 2026 As a Catalyst for Economic Development

FIFA presents a unique opportunity to advance two major issues on Bainbridge Island. In preparation for this regional event which should bring increased visitors, the Bainbridge Chamber will engage a subset of its economic development committee to develop and execute a plan focused on enhancing tourist/visitor experience from the ferry dock - including clear wayfinding. A group of key stakeholders will be brought together to discuss the lasting impact of a better visitor experience (inclusive of wayfinding), increased lodging options, and how best to build capacity (are there opportunities for camping, ramping up airbnbs, etc) on our Island that can be flexed for special events/tourist draws.

**Deliverable: A Strategic and Action Plan focus on Bainbridge Island's plan for FIFA
Ongoing Convening of FIFA Planning Committee**

Economic Development Dashboard

Development of Economic Dashboard hosted by Bainbridge Island Chamber of Commerce to include demographic data, point of service spending data, employer data, high demand jobs data etc. The data will be collected from the following sources: Visit Bainbridge Island (Datafy), Bainbridge Community Foundation, Port of Seattle, and Lightcast Data.

Bainbridge Island Chamber of Commerce will set up a place within the Chamber website for data to be housed and showcased - creating consistent transparency around the importance of tourism and other industries in sustaining the high quality of life, tax base and property values on the Island. This will require staff time in order to make sure the website is appropriately developed and updated. In addition, the Chamber will have a series of conversations with the City of Bainbridge Island and the Economic Development committee to ensure the appropriate indicators are selected and work to contract with Lightcast Data to secure a regular data update link and design the graphical visualization.

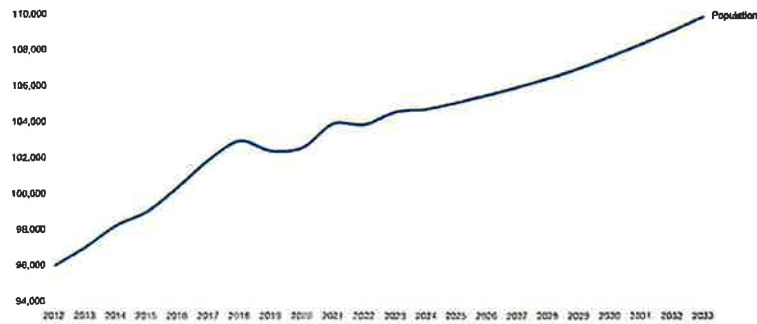
The ultimate product will appear similar to Federal Way Chamber of Commerce with an emphasis not on "growth" for the Island but understanding meaningful gaps in services and how best to support the small businesses that make Bainbridge Island a desirable place to live.

Datafy has ready-made information available to the City of Bainbridge Island through a Visit Bainbridge Island subscription, Bainbridge Community Foundation has been actively working to produce an annual state of the city report utilizing US Census Data. The Bainbridge Chamber will review these data sources along with a potential subscription to Lightcast Data - an data company that is able to provide communities with direct access to the most comprehensive labor datasets in the world to create custom data displays and applications that power decisions based on local data (including the most detailed information on skills, jobs, supply, and labor market demand to build a future-ready workforce).

Deliverable: An Economic Dashboard hosted on the Bainbridge Island Chamber of Commerce's website

See samples of potential graphs and an online dashboard below - Note the data is taken from Federal Way and not reflective of Bainbridge Island demographics or the data points ultimately hosted by Bainbridge Island.

Population Trend and Forecast



[Get the data](#) (Updated 03-13-2025)

[Download Image](#)

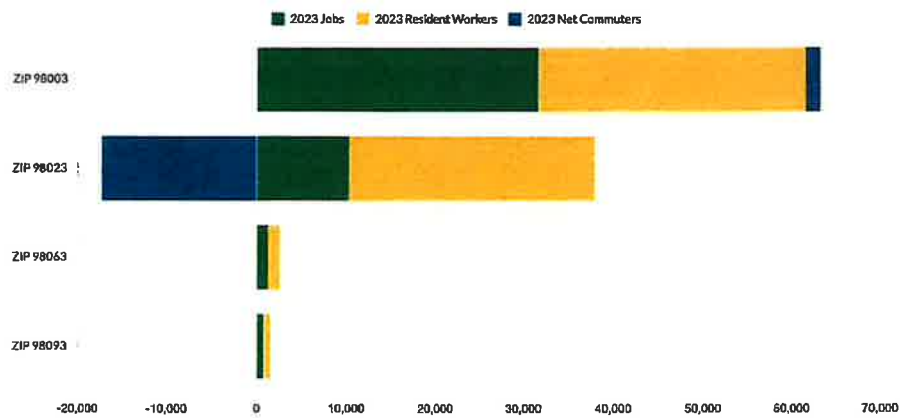
Business Distribution by Employment

Business Size	Percentage	Business Count
1 to 4 employees	36.2%	1,391
5 to 9 employees	32.2%	1,236
10 to 19 employees	19.8%	760
20 to 49 employees	9%	344
50 to 99 employees	2%	78
100 to 249 employees	0.7%	27
250 to 499 employees	0.1%	3
500+ employees	0%	1

Source: Lightcast

Workforce Jobs, Resident Workers, and Net Commuters

Federal Way Region (hover to display values)



Job Postings by Occupation

Trailing 30-Days

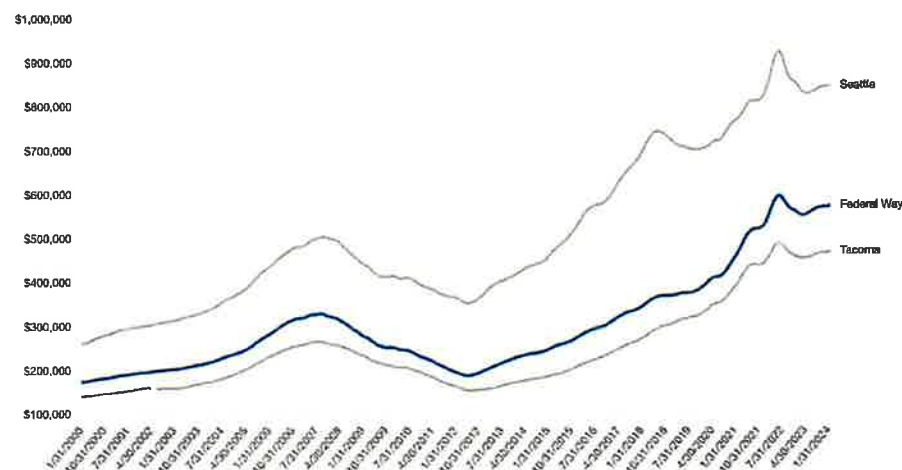
Occupation	Latest 30 Days Unique Postings	Latest 30 Days Unique Postings % Change	Median Salary
Healthcare Practitioners and Technical Occupations	592	-6.1%	\$108,800
Sales and Related Occupations	229	-14.4%	\$46,592
Office and Administrative Support Occupations	206	-8.7%	\$48,640
Management Occupations	190	-6.6%	\$78,080
Healthcare Support Occupations	138	-1.4%	\$51,968
Business and Financial Operations Occupations	102	2.9%	\$77,568
Transportation and Material Moving Occupations	96	-6.2%	\$60,160
Computer and Mathematical Occupations	94	-6.4%	\$176,896
Food Preparation and Serving Related Occupations	94	-14.9%	\$44,288

Occupation Concentration

Profession	2024 Jobs	2023 Median Salary	2023 Average Hourly Wage	2024 LQ (Occupation Concentration)	2019-2024 % Change in Jobs
Sales and Related	6,474	\$49,862	\$40.77	1.19	1.42%
Healthcare Support	4,697	\$47,142	\$22.86	2.61	10.63%
Office and Administrative Support	4,545	\$55,224	\$28.48	0.94	-6.27%
Food Preparation and Serving Related	4,075	\$42,794	\$24.09	1.35	0.14%
Transportation and Material Moving	3,456	\$48,647	\$28.66	0.91	2.75%
Business and Financial Operations	3,088	\$96,924	\$64.22	0.83	19.71%
Management	2,607	\$125,518	\$71.53	0.61	7.5%
Healthcare Practitioners and Technical	2,077	\$106,085	\$60.3	0.9	-0.64%

Home Value Trends*

Regional Comparison



ECONOMIC ELEMENT

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ECONOMIC ELEMENT INTRODUCTION

The future economy of Bainbridge Island is linked to the community's *vision* and strategy for dealing with future needs. A healthy, resilient economy, based on our collective future vision of the Island, is a tool for accomplishing larger community *goals* and creating a robust future.

"The *vision* a community has of itself is important to its economy. Each community plays a crucial role in creating for itself an environment that is attractive to and nurturing of new and existing businesses. A vital economy requires adequate *public facilities* (water, sewer, roads, schools, parks, libraries, emergency services and utilities). A community that does all that AND preserves its natural features will have an edge when it comes to improving its economy."

Washington State Department of Commerce

The *Growth Management Act (GMA)* addresses the concerns of "uncoordinated and unplanned growth that potentially pose a threat to the environment, sustainable economic development, and the health, safety and high quality of life enjoyed by residents." An important part of a healthy economy is the quality of the environment.

The Economic Element of the *Comprehensive Plan* is intended to guide the climate for enterprise and commercial exchange on Bainbridge Island and reinforce the overall vision and values of the *Comprehensive Plan* adopted in 1994, and subsequently updated in 2004 and 2016: to steward a sustainable community; to protect the quality of its environment: the water, air and land; and to encourage traditional resource based activities such as *agriculture*.

ECONOMIC VISION 2036

Bainbridge Island has developed in a manner that is consistent with stewardship of our Island's finite natural resources and the needs of a diverse population. *Affordable housing* is available for much of the local service sector workforce and improvements in communications infrastructure have enabled more successful local enterprises, including home-based business.

The economy of Bainbridge Island reaps advantages from proximity to the Seattle area and the Kitsap Peninsula. The Island is a destination for visitors interested in learning about sustainability and resilient community development. Local employment opportunities are diverse, including small manufacturing, artisanal crafts, high tech, e-commerce, arts, and food. Small retailers are thriving by serving the needs of local residents as well as visitors.

Agriculture is a thriving part of the Island's economy: City-owned agricultural lands are being sustainably cultivated and producing seasonal foods for local consumption. The number of *farms* on private acreage has increased and is supplementing the local food supply. To enhance the viability of local *farms*, *affordable housing* for farmworkers has been appropriately built on City owned farmland.

Innovative and flexible city programs encourage the real estate market to adapt to trends that favor conservation, efficient use of land and resources, and homes of modest size and price. Islanders recognize that a sense of community as well as economic value is achieved by

neighborly acts. A robust non-profit sector strengthens social capital, provides services and employment opportunities.

GOALS & POLICIES

DIVERSIFIED ECONOMY

GOAL EC-1

Promote economic vitality, growth and stability.

Bainbridge Island has the opportunity to create a robust, resilient and durable economy by demonstrating early leadership and acknowledging the changes that will affect our economy. Planning for these changes and taking actions that support and encourage a local economy will help reduce community vulnerability to issues such as aging demographics, housing availability, transportation constraints, and *climate change*.

By providing enterprises that both serve and employ local residents, Bainbridge Island will be better able to withstand fluctuations in the larger regional economy. In addition, people who live and work in their community are available to invest time and money in their families, organizations, and community life. A key to a healthy, stable and vital economy is to create and undertake business opportunities that anticipate and respond to conditions that affect our community. This would include identifying emerging needs and markets so that Bainbridge Island businesses benefit from being on the leading edge of change.

Policy EC 1.1

Develop and maintain regulations that provide support for our community's businesses.

Policy EC 1.2

The city *should* embrace diverse and innovative business opportunities compatible with community values and develop programs to make Bainbridge Island an attractive location for those businesses.

Bainbridge Island is affected by regional, national, international and global environmental and economic trends and changes in the physical environment. While we cannot control global economic or environmental conditions we can support the local economy by providing *policy* direction and *land use infrastructure* to allow for and encourage robust economic activities that are prepared for and responsive to change.

Policy EC 1.3

Coordinate with local business groups to track commercial activity, identify trends and assess the economic health of the Island. Create an Economic Development Strategy to identify creative and appropriate ways for the City to encourage and stimulate business activity.

Policy EC 1.4

Support entrepreneurship by providing adequate *land use* designations in keeping with the character of the Island, while avoiding investment in sectors, activities, or *infrastructure* that will not remain viable in the foreseeable future.

Policy EC 1.5

In order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g. ferry, bus service) and for growth that recognizes and protects the Island's valued natural amenities, its limits of land and water and the quality of its residential *neighborhoods*.

Policy EC 1.6

Coordinate with the business community and others to monitor the Island's business climate and make appropriate adjustments to the economic vitality strategy

INFRASTRUCTURE

GOAL EC-2

Provide sufficient and resilient infrastructure that is supportive of a healthy economy and environment, particularly telecommunications and electrical reliability.

Policy EC 2.1

Identify long-term *infrastructure* needs that support economic *sustainability* and are designed to withstand future conditions.

Policy EC 2.2

Support *infrastructure* enhancement to accommodate new information technology and changing conditions.

Policy EC 2.3

Implement infrastructure and technology improvements around *designated centers* to provide enhanced service and to retain and attract business.

Policy EC 2.4

Utilize Local Improvement Districts to spur *infrastructure* development.

Policy EC 2.5

Consider the development of a downtown parking structure, possibly through a public/private partnership.

SUSTAINABILITY

GOAL EC-3

Promote business practices that protect the Island's natural beauty, and environmental health, and support long-term business success.

Environmental protection is a value expressed in the *guiding principles* that are the foundation of the comprehensive plan. A quality environment incorporates and enhances financial, natural, and social *economic capital* of the community.

Policy EC 3.1

Encourage the use of *green building* materials and techniques in all types of construction, as well as design approaches that are responsive to changing conditions.

Policy EC 3.2

Help businesses find markets for surplus materials, by-products and waste.

Policy EC 3.3

Encourage local enterprises to participate in programs such as the Kitsap County Waste Wise and Green Community Initiative, which recognize and assist business efforts to protect the environment.

Policy EC 3.4

Encourage public sector solid waste reduction, reuse and recycling.

Policy EC 3.5

Encourage existing and new businesses to become part of a linked cooperative whereby the by-products and waste of one enterprise become the raw materials of another.

Policy EC 3.6

Create opportunities to foster green technology and industries, such as energy, waste and information technology, which have the potential to create local, family wage jobs in our community at the same time we are protecting our natural beauty, environmental and economic health.

CIVIC LIFE

GOAL EC-4

Encourage a broad range of civic activities and organizations.

Non-profit organizations are a source of employment and other economic benefits for Islanders and utilize many local commercial and service providers. Volunteers also provide significant contributions to the local economy and provide valuable human resources to the community.

Policy EC 4.1

Support the non-profit sector of human and social service providers.

Policy EC 4.2

Encourage and recognize individuals, organizations, and businesses that volunteer time and skills to the community.

Policy EC 4.3

Encourage local business groups, educational institutions, and other entities to provide continuing education and skills development.

2/28/17

Policy EC 4.4

Promote Bainbridge Island as a family-friendly community with high quality schools, recreational opportunities and a safe, clean environment.

JOBS/HOUSING BALANCE

GOAL EC-5

Provide a variety of *affordable housing* choices so that more people who work on Bainbridge Island can live here.

The Housing Element of the *comprehensive plan* provides several options for the development of *affordable housing* on the Island.

Policy EC 5.1

Continue to monitor the progress in implementing the Housing Element and evaluate new ways of providing *affordable housing*.

Policy EC 5.2

In concert with the Housing Element's Goals and Policies, pursue a housing strategy that seeks to accommodate a wide variety of housing options, both in design and affordability, to meet the demands of the full range of the population including service sector employees, retirees, students, artists, farmers and craftspeople.

DEVELOPMENT IN DESIGNATED CENTERS

GOAL EC-6

As the city's *designated centers* evolve, balance their functions as places of commerce and employment with their roles helping to meet housing needs and provide focal points for civic engagement and cultural enrichment.

Policy EC 6.1

Enhance the existing *designated centers* to help the Island economy prosper and provide a high quality of life, creating ancillary benefits such as decreasing pollution (including *greenhouse gas emissions*), protecting *open space*, and creating local family wage jobs.

Policy EC 6.2

Utilize urban design strategies and approaches to ensure that changes to the built environment are at a locally appropriate scale and enhance the Island's unique attributes, in recognition of the economic value of "sense of place."

Policy EC 6.3

Develop urban design strategies to ensure that the built environment is appropriate for present and future conditions, including the impacts of *climate change*.

Policy EC 6.4

Ensure the efficient flow of people, goods, services, and information in and throughout the Island with *infrastructure* investments, particularly within and connecting to *designated centers*, to anticipate the needs of the Island's businesses.

Policy EC 6.5

Promote emerging business sectors such as artisanal and small-scale producers, including *craft food and beverages*, as well as low-impact, specialty manufacturing, including software, electronics and green technology.

Policy EC 6.6

Preserve and enhance activities that feature Bainbridge Island's history of maritime, agricultural and artistic enterprises.

Policy EC 6.7

Monitor parking requirements in the *designated centers* and revise them as needed to encourage business development, while reasonably accommodating parking demand. This should be done in concert with efforts to increase use of multi-modal transportation options, reduce dependence on automobiles and improve our local environment.

PUBLIC/PRIVATE PARTNERSHIPS

GOAL EC-7

Partner with local businesses and business associations on programs and projects to diversify and grow the City's economic make-up, reduce sales leakage, attract spending by visitors, enhance local employment, and increase municipal tax revenues to support local services.

Policy EC 7.1

Leverage technology assets, such as existing fiber connections, to support technology- based businesses and potentially to pursue new revenue streams.

Policy EC 7.2

Focus "buy local" community marketing on consumer spending segments in which there is significant "leakage" and also a strong possibility of recapturing spending.

Policy EC 7.3

Support and enhance social, cultural, artistic, nature based recreational and other learning activities for residents, workers and visitors.

Policy EC 7.4

Integrate programs and activities related to economic prosperity with objectives related to environmental *sustainability*, social and political equity, *climate change* adaptation and cultural engagement.

2/28/17

Policy EC 7.5

Continue to support and enhance the arts/culture sector and the visitors that arts and cultural events attract.

Policy EC 7.6

Support and enhance the role of the *craft food and beverage* industry as attractions for residents and visitors alike.

Policy EC 7.7

Support and enhance recreational, nature-based, and other outdoor events that attract visitors.

Policy EC 7.8

Support and make Bainbridge Island a model community for *climate change* preparedness and *sustainability* practices that ensure long-term business viability while attracting and protecting visitors, businesses and residents.

Policy EC 7.9

Support and enhance our waterfront, including docks and maritime services that attract visitors and residents.

Policy EC 7.10

Provide an efficient, timely and predictable regulatory environment within the framework of a strong customer service approach.

Policy EC 7.11

Encourage the private, public, and non- profit sectors to incorporate environmental and social responsibility into their practices.

RETAIL AND SERVICES

GOAL EC-8

Maintain and enhance Winslow as the commercial hub of Bainbridge Island. Position the Neighborhood Centers to provide the opportunities for smaller-scale commercial and service activity.

Policy EC 8.1

Reinforce Winslow as the mixed-use center for commerce and exchange by fully implementing the Winslow Master Plan.

Policy EC 8.2

Develop Neighborhood Centers at higher residential *densities*, as recommended in the Land Use Element, in order to attract a variety of small-scale retail and service providers.

Policy EC 8.3

Promote locally-owned and independent businesses with standards that foster unique development.

SERVICES SECTOR

GOAL EC-9

Grow a healthy service sector to increase employment opportunities, enhance local revenues, and meet emerging needs of the Island's changing demographics.

Policy EC 9.1

Increase availability of housing to enable service sector employees to live on the Island.

Policy EC 9.2

Increase access to transportation options that better enable service sector employees who live off-Island to work on-Island.

Policy EC 9.3

Promote an emerging professional services sector that recognizes the Island's linkage to the Seattle job market for managerial jobs and information-based industries.

Policy EC 9.4

Promote on-Island access to healthcare facilities and medical services, particularly those addressing the needs of the Island's increasing older population.

BUILDING DESIGN AND CONSTRUCTION SECTOR

GOAL EC-10

Support building design and construction industries to increase employment opportunities, enhance local revenues, and help ensure a built environment that responds to and reflects the Island's Vision and Guiding Principles.

The professions and trades involved in design, construction, furnishing, renovation and marketing of commercial and residential real estate constitute a large and very important sector of the Island's economy. Productivity and profits within that sector are crucial factors in the stability and well-being of the entire community. Good development, in a community such as ours, must work within limits and be compatible with the goals of environmental conservation.

Policy EC 10.1

Make the City's development permit and code enforcement action process timely, fair and predictable.

Policy EC 10.2

Partner with Island architects, landscape architects, builders and related construction professionals to draft development standards and practices that incorporate *green building* practices and *context-sensitive design*.

TOURISM

GOAL EC-11

Tourism is a key sector of the Island's economy and needs to be supported. Bainbridge Island provides unique opportunities for visitors to experience internationally recognized gardens, cultural centers, parks, and recreational events.

Policy EC 11.1

Improve pedestrian links between the ferry terminal, downtown Winslow, and the harbor. Encourage visitors on foot and bicycle and support public *transit* and shuttle services.

Policy EC 11.2

The predominant focus of downtown Winslow is to serve the commercial and social needs of Island residents. A lively, *pedestrian-oriented* town center that provides a mix of commercial and *residential uses* creates a potential tourist destination.

Policy EC 11.3

Support the Island as a visitor destination by preserving and enhancing the unique qualities of our community.

Policy EC 11.4

Encourage multiple-day stays and participation in selected Island events and destinations by off-Island visitors.

Policy EC 11.5

Encourage bed and breakfasts and other creative tourist accommodations.

Policy EC 11.6

Monitor the Island's short-term rentals to gauge their impact on the community.

ARTS

GOAL EC-12

Continue to promote the arts as a significant component of the Bainbridge Island economy.

Policy EC 12.1

Encourage and support the creative and economic contribution of the arts by implementing the *goals* and *policies* of the Cultural Element.

Policy EC 12.2

Promote the arts community within the region as an economic asset of the Island.

HOME-BASED BUSINESSES

GOAL EC-13

Foster home-based businesses as a key to a present and future vital economy.

Nearly half of all businesses licensed on Bainbridge Island are reported as home-based. Bainbridge Island allows home-based businesses in all zones, and 16.3% of the Island workforce works from home. Home-based businesses are divided into two categories: minor and major *home occupations*.

Policy EC 13.1

Apply performance standards to limit impacts of home-based businesses in residential *neighborhoods*. Home-based business that do not meet performance standards may qualify as a major *home occupation* and will require a conditional use permit.

Policy EC 13.2

Support home-based businesses through business licensing and other City programs.

AGRICULTURE

GOAL EC-14

Recognize that farming is a part of the Island's heritage and contributes to the island's economy.

The Environmental and Land Use Elements contains several *goals* and *policies* intended to sustain and enhance agriculture.

Policy EC 14.1

Support the market for Island-grown *agriculture* products by:

- Recognizing and supporting the Bainbridge Island Farmers' Market, including permanently dedicating space for the market and enhancing the market area.
- Allowing and promoting roadside stands that sell Island-grown products.
- Promoting and supporting Community Supported Agriculture (CSA).
- Encouraging the development of value-added processing facilities that can be shared by many farmers.
- Encouraging food crops to be planted on public land.

Policy EC 14.2

Support a program that helps working farms through educational, historic, farm stay and tourist visits.

Policy EC 14.3

Support working farms through the creation and sale of locally-constituted, high-grade compost to maintain the fertility of Island soils.

BUSINESS/INDUSTRIAL

GOAL EC-15

The Business/Industrial (B/I) *land use* designation should provide space for job creating enterprises. Island based businesses provide the possibility of living and working in the community. It is the purpose of the B/I land use designations to provide opportunities for light industrial and other non-retail activities. The City should be prepared to respond to a changing marketplace and the business opportunities perceived by its citizens, when those opportunities require pre-existing infrastructure and well-designed accommodations in order to flourish.

Policy EC 15.1

Promote manufacturing and business/industrial employment as an important source of family wage jobs on Bainbridge Island.

Policy EC 15.2

New Business/Industrial (B/I) *land use* designations will be considered based on the following:

- Proximity to existing B/I.
- The total amount of and expected need for B/I-zoned land.
- Compliance with all *policies* in the Land Use Element.
- Reasonable proximity to SR 305.
- Availability of public sewer and water, or whether permitted uses might safely use wells and septic systems or other alternative systems that are approved by the Kitsap Public Health District.
- Consideration of pollution and *aquifer recharge* concerns.
- Adjacency to non-residential *land uses*.
- Minimal impact to residential *land uses*, *neighborhoods* and *open space*/conservancy and agriculture areas.

Policy EC 15.3

Conform Business/Industrial development to all Business/Industrial performance standards, the requirements of Site Plan and Design Review, and applicable design guidelines.

ECONOMIC IMPLEMENTATION

To implement the goals and policies in this Element, the City must take a number of actions, including adopting or amending regulations, creating partnerships and educational programs, and staffing or other budgetary decisions. Listed following each action are several of the comprehensive plans policies that support that action.

HIGH PRIORITY ACTIONS

EC Action #1 Adopt and maintain an Economic Development Strategy to coordinate public and private efforts to grow and sustain a healthy economy on the Island

Policy EC 1.3

Coordinate with local business groups to track commercial activity, identify trends and assess the economic health of the Island. Create an Economic Development Strategy to identify creative and appropriate ways for the City to encourage and stimulate business activity.

Policy EC 1.6

Coordinate with the business community and others to monitor the Island's business climate and make appropriate adjustments to the economic vitality strategy.

EC Action #2 Continue efforts to promote and support *agriculture* as a component of the Island's economy, landscape and culture.

Policy EC 14.1

Support the market for Island-grown agriculture products by:

- Recognizing and supporting the Bainbridge Island Farmers' Market, including permanently dedicating space for the market and enhancing the market area.
- Allowing and promoting roadside stands that sell Island-grown products.
- Promoting and supporting Community Supported Agriculture (CSA).
- Encouraging the development of value-added processing facilities that can be shared by many farmers.
- Encouraging food crops to be planted on public land.

EC Action #3 Assure that adequate parking is available to support businesses.

Policy EC 6.7

Monitor parking requirements in the *designated centers* and revise them as needed to encourage business development, while reasonably accommodating parking demand. This should be done in concert with efforts to increase use of multi-modal transportation options, reduce dependence on automobiles and improve our local environment.

EC Action #4 Identify capital projects and streetscape standards to implement Policy EC 11.1, to improve non-motorized facility links between the ferry terminal, downtown Winslow, and the harbor.

Policy EC 11.1

Improve pedestrian links between the ferry terminal, downtown Winslow, and the harbor. Encourage visitors on foot and bicycle and support public transit and shuttles.

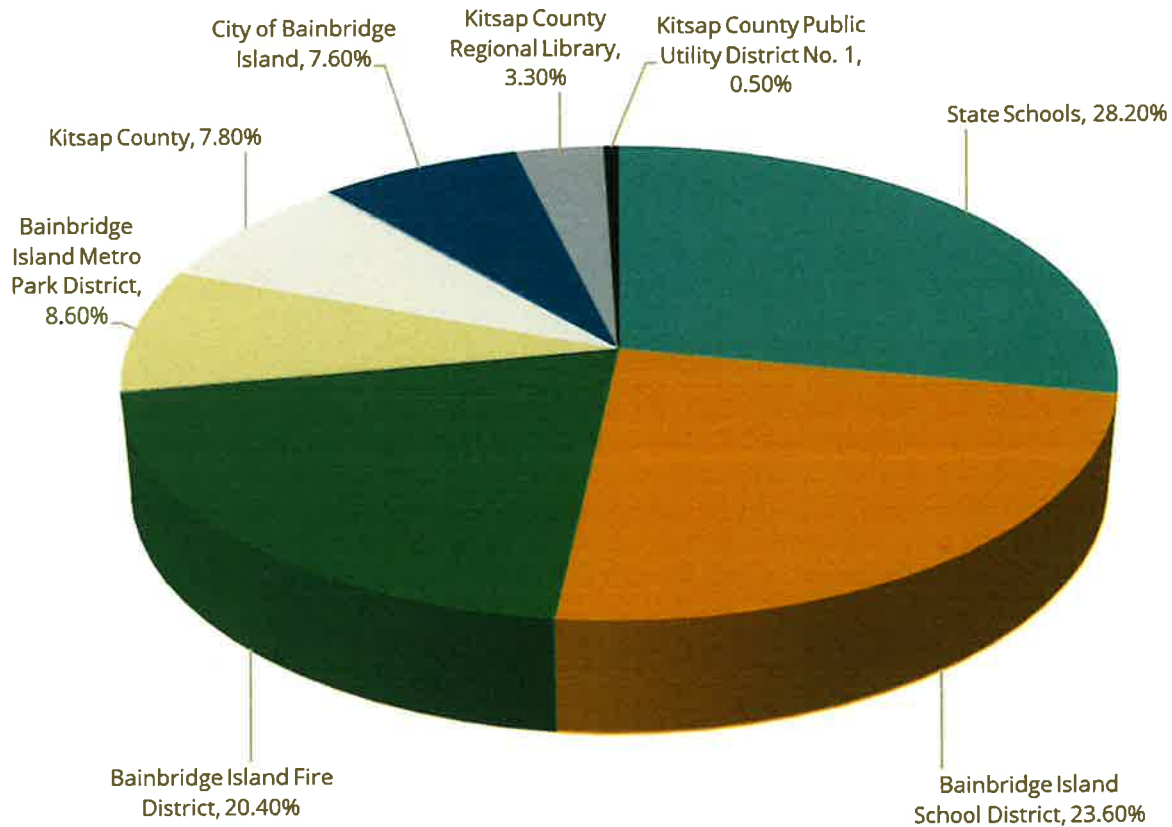


Property Taxes

Property Tax Assessments for Taxes Payable in 2024

Tax District	Tax Rate	Percentage of Bill
State Schools	2.33026	28.20%
Bainbridge Island School District	1.95384	23.60%
Bainbridge Island Fire District	1.68641	20.40%
Bainbridge Island Metro Park District	0.70785	8.60%
Kitsap County	0.64235	7.80%
City of Bainbridge Island	0.62961	7.60%
Kitsap County Regional Library	0.27224	3.30%
Kitsap County Public Utility District No. 1	0.04409	0.50%

2024 Property Taxes as a % of Taxpayer's Bill





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:20 PM) Consider Modification to Council Policies with regard to Committees, Commissions and Boards - Executive,

SUMMARY: The City of Bainbridge Island has established standing committees, boards and commissions (committees) to advise the City Council. Some of these groups are required by state law, such as the Planning Commission, Civil Service Commission or Lodging Tax Advisory Committee. Other committees, such as the Utility Advisory Committee, Climate Change Advisory Committee or Cultural Funding Advisory Task Force, are set up by the City of Bainbridge Island to accomplish City goals and priorities and obtain input and expertise from the community.

To provide clarity related to the City's committees, it is recommended that the City establish through the municipal code or the City's volunteer policies and procedures documents:

1. a minimum (5) and maximum (7) number of positions on a committee, unless otherwise determined by state law
2. for committees that focus on topics other than land use, members will chair the meetings and take minutes
3. a rule that only one member from any household or family may serve on the same committee
4. consolidate provisions that apply to all committees to streamline the municipal code and standardize language
5. programs and policies as required by the City's insurance provider.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to direct the City Manager to prepare an ordinance to establish the membership of most City advisory groups at five to seven members, to provide that committee members on certain committees will prepare committee minutes, to establish that one member per household may serve on any committee, and update other code language to standardize committee organization.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The City of Bainbridge Island has several well-established volunteer programs, including Emergency Management, Water Resources, and City advisory committees. This discussion item focuses on the City advisory committees, which have roughly 80 - 100 individuals who serve on different committees for different

lengths of time. Advisory committees are an important way for the City to engage with the public and receive input and expertise from a range of viewpoints and parts of the community.

In 2024, a City Council ad hoc committee presented recommendations to the City Council. To fully implement these recommendations and establish a shared understanding with the community, staff suggests using the language of the recommendations to establish a minimum of five (5) and maximum of seven (7) positions for ongoing committees. The established exceptions to this are the Planning Commission with seven positions and the Climate Change Advisory Committee which in 2025 has eight (8) positions and in 2026 will be reduced to seven (7) positions in a planned transition to the City standard.

Over time, different committees have been added to the City's municipal code. In order to ensure consistency and promote transparency, it is recommended that duplicative language be moved from separate chapters within Titles 2 and 18 of the Bainbridge Island Municipal Code into BIMC 2.01 so that administrative processes are easily identified for the advisory committees and the individual chapters focus on scope of work and responsibility.

In 2024, the City's insurance body, Washington Cities Insurance Authority, performed a Volunteer Audit of the City's programs. There are a wide variety of requirements, such as prohibiting employees from volunteering in a capacity similar to their employment and reporting volunteer hours to the Department of Labor and Industry. There are also strong recommendations such as conducting interviews, providing training, creating a volunteer handbook, and obtaining a volunteer service agreement from each volunteer. The City received guidance in 2024 related to documenting a volunteer safety program.

In 2025, City staff will meet with WCIA staff to review the updated Volunteer Handbook and Volunteer Service Agreement. It is expected that part of July, August or September committee meetings will be devoted to reviewing the information and explaining any new requirements. It is also expected that additional staff time will need to be spent on tracking completion of volunteer training.

ATTACHMENTS:

[Presentation - City Committee Policy Clarification for CC 06242025.pdf](#)



**CITY OF
BAINBRIDGE ISLAND**

Prepared for:
*City Council Regular
Business Meeting*

June 24, 2025

Possible Policy Modifications for City Committees

Today's Discussion

*Consider clarification of Council policies related to City advisory groups
(commonly referred to as “committees”)*

1

Overview

2

Suggested
Modifications

Overview of Council Policies related to Committees at the City of Bainbridge Island

City Advisory Committees

Policy Committees	Current membership
Climate Change Advisory Committee	7 members
Environmental Technical Advisory Committee	Appointments pending
Ethics Board	5 members
Historic Preservation Commission	Status pending Council action
Race Equity Advisory Committee	6 members
Utility Advisory Committee	6 members
Cultural Funding Task Force	Recruitment ongoing (1 application received)
Human Services Task Force	Inactive in 2025
<i>Public Art Committee</i>	<i>Appointed by Arts and Humanities Bainbridge</i>

Overall applications and membership have declined in recent years, despite increasing recruitment and outreach.

Statutory City Committees

Required Committees	Current membership
Civil Service Commission	5 members
Design Review Board	4 members (1 new application received)
Planning Commission	7 members
Lodging Tax Advisory Committee	Recruitment ongoing (No applications received)

City Committee Meeting Policies

Advisory committee meeting approach

- Meetings comply with Open Public Meetings Act
- Members comply with Public Records Act
- Members comply with City of Bainbridge Island Ethics Code
- Follow approved work plan or scope of responsibilities
- Meet (generally) monthly
- Staff administrative support for land use decision-making bodies
- Staff policy support/attendance for all committees
- In-person (preferred) and Zoom options provided

Current City Committee Policies

Advisory committee policies – recruitment and membership

- Annual recruitment cycle
- Three-year terms for members
- All members must live on Bainbridge Island
- Group size “up to seven”
- No age limitations
- Members complete annual required training
- City staff track completion of annual required training

Suggested Clarifications

Suggested New Language

1. Formalize a minimum (5) and maximum (7) number of positions on a committee, unless otherwise determined by state law.
 - Exception – Planning Commission = 7 members
2. Formalize that for committees that focus on topics other than land use, members will chair the meetings and take minutes
3. Document a rule that only one member from any household or family may serve on the same committee
4. Consolidate provisions that apply to all committees to streamline the municipal code and standardize language
5. Recognize that the City may modify programs and policies as required by the City's insurance provider

Next Steps

Council direction to staff requested.

Staff will present an ordinance to update the Bainbridge Island Municipal Code to match Council direction.

Thank you



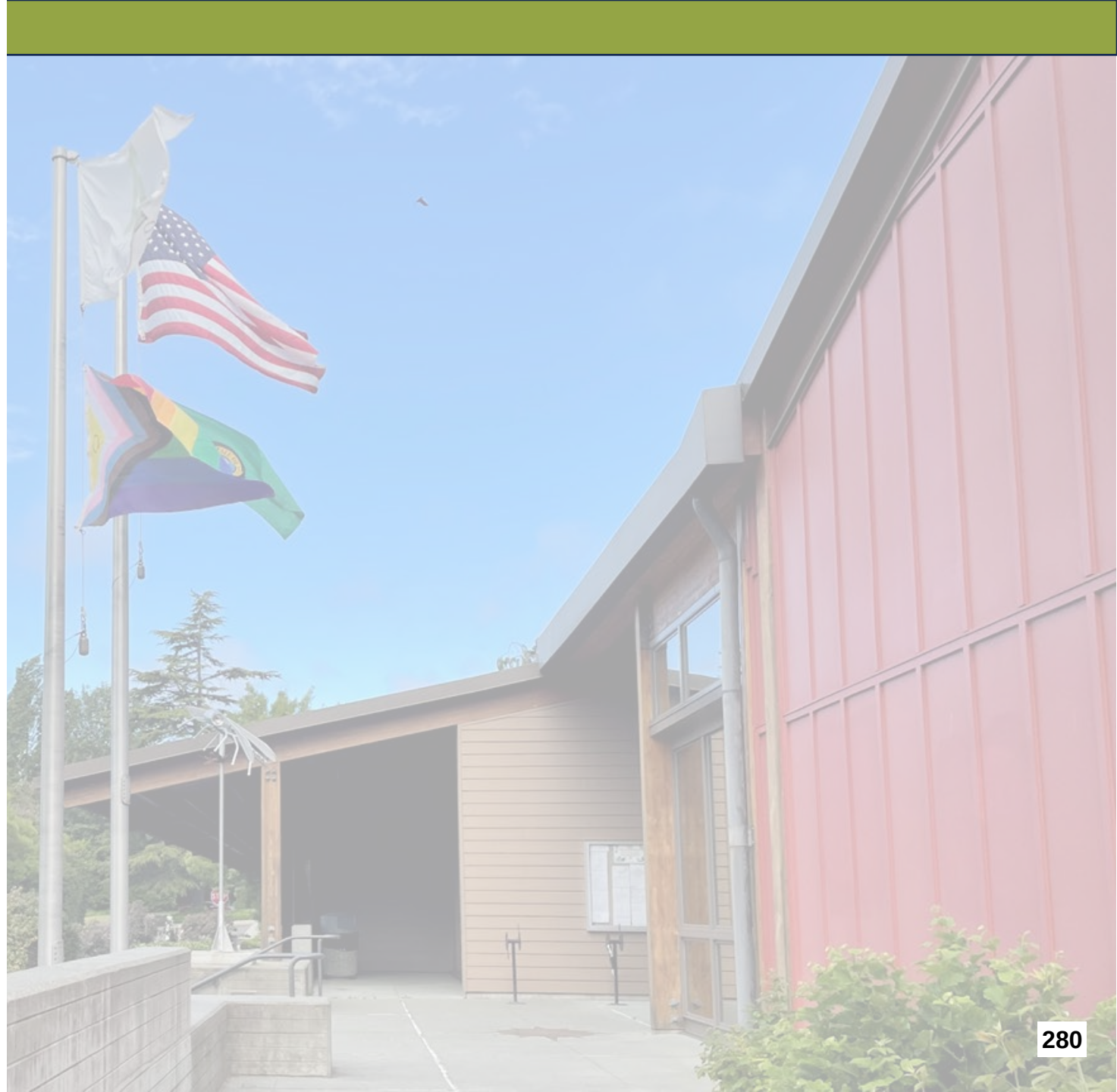
**CITY OF
BAINBRIDGE ISLAND**

Submitted by:

*Ellen Schroer, Deputy City
Manager*

Contact info:

eschroer@bainbridgewa.gov





City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (7:30 PM) Consider Creation of a Non-Motorized Transportation Advisory Committee - Executive,

SUMMARY: The City Council has scheduled a discussion of adding a non-motorized transportation advisory committee as a resident advisory body to the City Council. There is currently an inactive multi-modal transportation advisory committee in the Bainbridge Island Municipal Code, Chapter 2.32.

If the Council wishes to again have a body that advises the Council related to non-motorized transportation, the Council could direct staff to review and suggest revisions to the existing municipal code language to reflect current staffing and adopted transportation plans. After the code is updated, the appointment process can begin. It is noted that the City currently has a Sustainable Transportation Coordinator staff position and participates in a community-organized Sustainable Transportation Coalition.

If the Council chooses to take no action related to this committee, the Council should consider directing the city manager to engage in code maintenance and return with action to remove the obsolete committee.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:
Provide direction.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	Modest additional cost; existing staff will defer or cease other activities to support this new committee.
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

ATTACHMENTS:

[Chapter 2.32 MULTI-MODAL TRANSPORTATION ADVISORY COMMITTEE.pdf](#)

Chapter 2.32 MULTI-MODAL TRANSPORTATION ADVISORY COMMITTEE

Sections:

- 2.32.010 Created – Membership, appointment, term and compensation.**
- 2.32.020 Vacancies – Removal.**
- 2.32.030 Purpose.**
- 2.32.040 Meetings, officers, records and quorum.**

2.32.010 Created – Membership, appointment, term and compensation.

A. There is created a multi-modal transportation advisory committee for the city, hereinafter called “the committee.” The committee shall consist of seven voting members, and the appointments and confirmations of those members shall be governed by Chapter [2.01](#) BIMC. The membership of the committee should reflect the many interests impacted by transportation decisions, including, without limitation, motorists, pedestrians, bicyclists, and public transportation users. In addition, the Bainbridge Island Metropolitan Park and Recreation District and the Bainbridge Island School District have expressed a desire to provide liaisons to the committee. Liaisons will be nonvoting members and may be elected officials and/or staff members as selected by Bainbridge Island Metropolitan Park and Recreation District and Bainbridge Island School District, respectively.

B. Members shall not be employees or officers of the city or appointed to another city committee, board or commission, except for specialized committees or task forces of limited duration.

C. Members of the committee shall serve for a period of three years, commencing on July 1st and ending on June 30th three years later. Members shall be appointed to a position number, and the terms are to be staggered, with no more than three positions expiring in any given year. A member may be reappointed, and shall hold office until his or her successor has been appointed and has qualified. No member shall serve more than three consecutive terms unless the city council determines that special expertise is required, or there are no other qualified applicants.

D. Members shall serve without compensation.

E. Members shall sign a conflict of interest statement in accordance with the city’s ethics program upon appointment and any reappointment. (Ord. 2021-16 § 5, 2021; Ord. 2017-02 § 10, 2017; Ord. 2014-20 § 2, 2014)

2.32.020 Vacancies – Removal.

In the event of a vacancy, the mayor, subject to confirmation of the city council, shall make an appointment to fill the unexpired portion of the term of the vacated position in accordance with the city’s appointment cycle. The removal and resignation of members shall be governed by Chapter [2.01](#) BIMC. (Ord. 2019-01 § 9, 2019; Ord. 2014-20 § 2, 2014)

2.32.030 Purpose.

The purpose of the committee is to advise the city council, other city committees and commissions, and city staff on transportation issues affecting the people of Bainbridge Island. The committee will respond to

requests for study, information, and guidance, and will generally function according to a work plan approved annually by the city council.

A. Coordination efforts by the committee will include, but not be limited to:

1. Providing general guidance and recommendations to the city manager, city council, planning commission and appropriate city staff regarding nonmotorized facilities;
2. Advocating for incorporation of active and recreational transportation systems in collaboration with appropriate city staff;
3. Reviewing proposed nonmotorized projects, including reviewing and incorporating input from appropriate city staff and the public;
4. Reviewing proposed projects for local and regional connectivity and design standards;
5. Reviewing plans for subdivision, district public facilities (schools, parks, fire stations, community centers, etc.), housing development demonstration projects (HDDP), and mixed-use commercial projects to advocate for incorporation of active and recreational transportation systems; and
6. Reporting annually to the city council prior to the start of the budget process.

B. Implementation activities by the committee will include, but not be limited to:

1. Assisting the city in review and delivery of proposed nonmotorized projects;
2. Assisting the city in soliciting public comment on proposed facility designs and routes and providing the public works and planning departments with the input received;
3. Encouraging neighborhood residents, facility users and the larger community to become involved in the design process at the time the city identifies a nonmotorized facilities project; and
4. Facilitating and coordinating volunteer building efforts such as trails and separated paths in collaboration with appropriate city staff. (Ord. 2017-02 § 11, 2017; Ord. 2014-20 § 2, 2014)

2.32.040 Meetings, officers, records and quorum.

A. The committee shall meet at least monthly. Meetings shall be open to the public and held in accordance with the Open Public Meetings Act (Chapter [42.30](#) RCW).

B. The committee shall select from among its members a chairperson for a one-year term at the first regular meeting of each year. Demotion of the chairperson shall be governed by Chapter [2.01](#) BIMC.

C. For meetings consisting of a majority of the then serving voting members of the committee, the committee shall provide public notice of the meeting and shall keep a record of its meeting minutes. Minutes of each meeting, including a record of attendance, shall be prepared by the secretary and approved and signed at a subsequent meeting. The minutes do not need to reflect the actual discussion, but only the formal actions taken by the committee. The approved meeting minutes shall be posted on the city's web site.

D. The city shall provide city email accounts to voting members and related training on the use of email accounts, including personal computer privacy expectations while serving on the committee.

E. A majority of the voting members then serving on the committee shall constitute a quorum. (Ord. 2019-01 § 10, 2019; Ord. 2014-20 § 2, 2014)

[Mobile Version](#)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:50 PM) Adopt Bond Delegation Ordinance No. 2025-20 Authorizing the Issuance and Sale not to Exceed \$13.0 Million in 2025 Limited Tax General Obligation Bonds for Water and Sewer Capital Projects of the City - Finance,

SUMMARY: Under state law, all municipal debt issued requires legislative approval via ordinance to approve debt. State law permits the Council to set parameters for the bonds (maximum principal amount, interest rate, sale price, etc.) and to delegate to staff the authority to choose the method of sale and set the final terms of the bonds. The bond delegation ordinance is a legal document that authorizes the issuance and sale of bonds. It provides the form and terms for the issuance of bonds and delegates authority to staff to execute related documents. The alternative to the Bond Delegation Ordinance would be to have Council involved in the final sale and negotiation of the bonds on the day of pricing. The sale would either have to be on a City Council meeting date, or there would need to be a special meeting on the bond sale date. There would need to be a quorum to approve the final terms of the sale and there would be less flexibility regarding when the bonds are sold.

This ordinance authorizes the sale of up to \$13.0 million in 2025 Limited Tax General Obligation bonds with proceeds to be used for Water and Sewer capital projects. Funds from the Water and Sewer Funds will be used to pay back the debt. Since these will be General Obligation Bonds, the full faith and credit of the city will be pledged as collateral to support the bonds.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance &
Administrative Services

RECOMMENDED MOTION:

I move to Adopt Ordinance No. 2025-20 authorizing the issuance and sale not to exceed \$13 million of 2025 Limited Tax General Obligation Bonds for water and sewer capital projects of the City.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: On June 10, 2025 water and sewer rate increases were approved by the Council via Resolution No. 2025-12 in part to help finance major capital projects in the capital improvement plan. Excess operating revenues over operating expenses from these rate increases will be used to help pay back the existing and planned

debt over the life of the debt. Ordinance 2025-20 authorizes up to \$13 million through the issuance of Limited General Obligation Bonds (LTGO), establishes parameters of issuance, and delegates authority to manage issuance to the Finance Director, City Manager or Deputy Manager.

Historically, the City has issued utility debt using General Obligation Bonds to take advantage of the lower interest rate. The alternative would be to issue what are referred to as revenue bonds. Revenue bonds are distinct from general obligation bonds, which are backed by the full faith and credit of the issuing government. Revenue bonds typically are used for rate paying entities such as water, sewer, hospitals, power systems and transportation systems. In addition, rating agencies such as Moody's typically assign ratings to revenue bonds based on their assessment of the credit worthiness and financial feasibility of the individual fund or funds financing the projects, in this case the Water and Sewer Funds. Higher credit ratings result in lower interest rates, reducing the borrowing costs. The Water and Sewer funds individually would very likely not have as high a rating as the entire City. Regardless of whether the City issued General Obligation or Revenue Bonds, payback of the debt will occur within the Water and Sewer Funds.

This bond delegation ordinance is necessary to authorize the issuance and sale of bonds. It provides the form and terms for the issuance of bonds and delegates authority to staff to execute related documents.

ATTACHMENTS:

[Ordinance 2025-20 Bond Ordinance_City of Bainbridge Island_LTGO Bonds, 2025.docx](#)

[2025-06-24 Bond Delegation Ordinance - Water and Sewer Bonds.pptx](#)

[Water & Sewer Capital Improvement Plan.pdf](#)

CITY OF BAINBRIDGE ISLAND, WASHINGTON

ORDINANCE NO. 2025-20

AN ORDINANCE of the City of Bainbridge Island, Washington, providing for the issuance of not to exceed \$13,000,000 aggregate principal amount of limited tax general obligation bonds to finance certain capital projects of the City's water system, sewer system and other capital projects of the City; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF BAINBRIDGE ISLAND, WASHINGTON

ORDINANCE NO. 2025-20

AN ORDINANCE of the City of Bainbridge Island, Washington, providing for the issuance of not to exceed \$13,000,000 aggregate principal amount of limited tax general obligation bonds to finance certain capital projects of the City's water system, sewer system and other capital projects of the City; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2021 Bond*” means the City's Limited Tax General Obligation Refunding Bond, 2021, issued pursuant to Ordinance No. 2021-19.

(b) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series for those Series of Bonds sold through a negotiated or competitive sale, and in any denomination designated by the Designated Representative for those Bonds sold by private placement.

(c) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(d) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(e) “*Bond Counsel*” means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) “*Bond Fund*” means the Limited Tax General Obligation Bond Fund, 2025, of the City created for the payment of the principal of and interest on the Bonds.

(g) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser's bid and the award by the City shall constitute the Bond Purchase Contract for purposes of this ordinance.

(h) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(i) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City for any Series of Bonds sold by negotiated or competitive sale, and means the City’s Finance Director or any successor bond registrar selected for any Series of Bonds sold by private placement.

(j) “*City*” means the City of Bainbridge Island, Washington, a municipal corporation duly organized and existing under the laws of the State.

(k) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(l) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(m) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(n) “*Designated Representative*” means the officers of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(o) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(p) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(q) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(r) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(s) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated December 10, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(t) “*MSRB*” means the Municipal Securities Rulemaking Board.

(u) “*Maintenance and Operation Expense of the Sewer System*” means all reasonable expenses incurred by the City in causing the Sewer System to be operated and maintained in good repair, working order and condition, including without limitation: payments (other than payments

out of proceeds of bonds issued on a parity of lien with the Bonds and the 2021 Bond) into reasonable reserves in any revenue account of the Sewer System for items of operating or maintenance expense the payment of which is not immediately required; payments of premiums for insurance on the Sewer System; payments of any State-imposed taxes; payments made to any other municipal corporation for sewage collection, treatment and disposal services in the event the City enters into one or more contracts for such services; and payments with respect to any other expenses of the Sewer System that are properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to municipal corporations such as the City. The term does not include any depreciation or capital additions or capital replacements to the Sewer System or any taxes levied or imposed by the City or payments made in lieu of taxes to the City.

(v) “*Maintenance and Operation Expense of the Water System*” means all reasonable expenses incurred by the City in causing the Water System to be operated and maintained in good repair, working order and condition, including without limitation: payments (other than payments out of proceeds of bonds issued on a parity of lien with the Bonds) into reasonable reserves in any revenue account of the Water System for items of operating or maintenance expense the payment of which is not immediately required; payments of premiums for insurance on the Water System; payments of any State-imposed taxes; payments made to any other municipal corporation for water services in the event the City enters into one or more contracts for such services; and payments with respect to any other expenses of the Water System that are properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to municipal corporations such as the City. The term does not include any depreciation or capital additions or capital replacements to the Water System or any taxes levied or imposed by the City or payments made in lieu of taxes to the City.

(w) “*Net Sewer System Revenue*” means Sewer System Revenues less Maintenance and Operation Expense of the Sewer System.

(x) “*Net Water System Revenue*” means Water System Revenues less Maintenance and Operation Expense of the Water System.

(y) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(z) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(aa) “*Projects*” means a new water tank for the Water System, upgrades to the City’s Sewer System, and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Projects, consistent with RCW 39.46.070, may be included as costs of the Projects.

(bb) “*Project Fund*” means each fund or account designated or created by the Finance Director for the purpose of carrying out the Projects.

(cc) “*Purchaser*” means Piper Sandler & Co., or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(dd) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(ee) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(ff) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(gg) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(hh) “*SEC*” means the United States Securities and Exchange Commission.

(ii) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(jj) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(kk) “*Sewer Fund*” means the special fund previously established for revenues and expenditures allocable to the Sewer System.

(ll) “*Sewer System*” means the City’s sewer utility.

(mm) “*Sewer System Obligation*” means any obligation, whether issued previously or in the future, that is payable solely from and secured by a pledge of the Sewer System Revenues, and which has a lien and charge that is prior and superior to any other lien and charge on Net Sewer System Revenues and Sewer ULID Assessments, if any. Sewer System Obligations are not general obligations of the City and do not include any portion of any obligation secured by a general obligation pledge or from Water System Revenues.

(nn) “*Sewer System Revenues*” means the gross revenue of the Sewer System, including: all of the earnings and revenues received by the City from the maintenance and operation of the Sewer System; all earnings from the investment of money in a debt service fund established for the payment of any outstanding Sewer System Obligations; and all connection and capital improvement charges collected for the purpose of defraying the costs of capital facilities of the

Sewer System. The following are excluded from Sewer System Revenues: Sewer ULID Assessments; government grants (including any direct subsidy payments received or to be received with respect to bonds issued as tax credit bonds); proceeds from the sale of Sewer System property; amounts collected in respect of city or state taxes imposed on the Sewer System; principal proceeds of bonds or other obligations and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Sewer System obligations (until commingled with other earnings and revenues of the Sewer System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code; and earnings of a separate utility system that may be created by the City (if any).

(oo) “*Sewer ULID Assessments*” means, for the purposes of this ordinance, all assessments levied and collected in a ULID of the City created for the acquisition or construction of additions to and betterments and extensions of the Sewer System if (and only if) those assessments are pledged to be paid into a debt service fund established for the payment of Sewer System Obligations, not including any prepaid assessments paid into a construction fund or account. Sewer ULID Assessments shall include installments thereof and any interest or penalties thereon.

(pp) “*Subordinate Obligation*” means any borrowing, whether issued previously or in the future, that is payable from and has a lien and charge on the (i) Net Sewer System Revenue and Sewer ULID Assessments (if any) that is subordinate to the lien and charge with respect to any Sewer System Obligations, or (ii) Net Water System Revenue and Water ULID Assessments (if any) that is subordinate to the lien and charge with respect to any Water System Obligations, but superior to any public works trust fund loans.

(qq) “*State*” means the State of Washington.

(rr) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 83-10 of the City.

(ss) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(tt) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 17 of this ordinance.

(uu) “*Water Fund*” means the special fund previously established for revenues and expenditures allocable to the Water System.

(vv) “*Water System*” means the City’s water utility.

(ww) “*Water System Obligation*” means any obligation, whether issued previously or in the future, that is payable solely from and secured by a pledge of the Water System Revenues, and which has a lien and charge that is prior and superior to any other lien and charge on Net Water System Revenues and Water ULID Assessments, if any. Water System Obligations are not general obligations of the City and do not include any portion of any obligation secured by a general obligation pledge or from Sewer System Revenues.

(xx) “*Water System Revenues*” means the gross revenue of the Water System, including: all of the earnings and revenues received by the City from the maintenance and operation of the Water System; all earnings from the investment of money in a debt service fund established for the payment of any outstanding Water System Obligations; and all connection and capital improvement charges collected for the purpose of defraying the costs of capital facilities of the Water System. The following are excluded from Water System Revenues: Water ULID Assessments; government grants (including any direct subsidy payments received or to be received with respect to bonds issued as tax credit bonds); proceeds from the sale of Water System property; amounts collected in respect of city or state taxes imposed on the Water System; principal proceeds of bonds or other obligations and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Water System obligations (until commingled with other earnings and revenues of the Water System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code; and earnings of a separate utility system that may be created by the City (if any).

(yy) “*Water ULID Assessments*” means, for the purposes of this ordinance, all assessments levied and collected in a ULID of the City created for the acquisition or construction of additions to and betterments and extensions of the Water System if (and only if) those assessments are pledged to be paid into a debt service fund established for the payment of Water System Obligations, not including any prepaid assessments paid into a construction fund or account. Water ULID Assessments shall include installments thereof and any interest or penalties thereon.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Projects.* The City’s Water System is in need of a new water tank; the City’s Sewer System is in need of upgrades; and other capital projects of the City and the City’s Water System and Sewer System. The City Council therefore finds that it is in the best interests of the City to carry out the Projects.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing or reimbursing costs of the Projects. The total expected cost of the Projects is approximately \$44,132,000, which is expected to be made up of proceeds of the Bonds, loans and other available money of the City.

(c) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$13,000,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2025 is \$13,605,348,220.
- (2) As of June 30, 2025, the City had limited tax general obligation indebtedness, consisting of bonds and loans outstanding in the principal

amount of \$8,817,297, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

- (3) As of June 30, 2025, the City had no unlimited tax general obligation indebtedness.

(d) *The Bonds.* For the purpose of providing the funds necessary to carry out the Projects and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in the aggregate principal amount not to exceed \$13,000,000 to provide funds necessary to carry out the Projects and to pay the costs of issuance and sale of the Bonds.

Section 4. Description of the Bonds; Appointment of Designated Representative. The City Manager, Deputy City Manager and Finance Director are each appointed as a Designated Representative of the City and any is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar for any Series of Bonds sold by negotiated or competitive sale. The City's Finance Director will be appointed as the initial Bond Registrar for any Series of Bonds sold by private placement. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing such officer's manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although such officer did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Bainbridge Island, Washington, Limited Tax General Obligation Bond, 2025, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Bond Fund. The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption or prepayment at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account

established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Pledge of Sewer System Revenue; Flow of Funds. For as long as any of the Bonds are outstanding, the City further pledges to use available Net Sewer System Revenues after satisfaction of any covenant or pledge with respect to any Sewer System Obligation, to repay debt service on the Bonds used to finance the portion of the Projects for the Sewer System. The Bonds shall constitute Subordinate Obligations and nothing herein shall prevent the City from issuing Sewer System Obligations with a lien prior and superior to or on a parity with the lien with regard to the Bonds and the 2021 Bond. Sewer System Revenues shall be available to pay, in the following order: (a) Maintenance and Operation Expenses of the Sewer System; (b) the principal of and interest on all outstanding Sewer System Obligations, if any, for which payment has not otherwise been provided and all amounts that the City is obligated to set aside into a bond fund (including any debt service fund and any reserve fund) securing payment of such Sewer System Obligations, and all other payment obligations related thereto; (c) payment of the principal of and interest on (in the following order): (i) Subordinate Obligations of the Sewer System (including the portion of the Bonds used to finance the Projects for the Sewer System, and the 2021 Bond), and (ii) all amounts that the City is obligated to set aside in the debt service fund and into a reserve fund (if any) established for payment of such bonds; and (d) for the payment of any and all other expenses of the Sewer System that the City is obligated to pay from Net Sewer System Revenues, including without limitation any public works trust fund loans.

Section 13. Pledge of Water System Revenue; Flow of Funds. For as long as any of the Bonds are outstanding, the City further pledges to use available Net Water System Revenues after satisfaction of any covenant or pledge with respect to any Water System Obligation, to repay debt service on the Bonds used to finance the portion of the Projects for the Water System. The Bonds shall constitute Subordinate Obligations and nothing herein shall prevent the City from issuing Water System Obligations with a lien prior and superior to or on a parity with the lien with regard to the Bonds. Water System Revenues shall be available to pay, in the following order: (a) Maintenance and Operation Expenses of the Water System; (b) the principal of and interest on all outstanding Water System Obligations, if any, for which payment has not otherwise been provided and all amounts that the City is obligated to set aside into a bond fund (including any debt service fund and any reserve fund) securing payment of such Water System Obligations, and all other payment obligations related thereto; (c) payment of the principal of and interest on (in the following order): (i) Subordinate Obligations of the Water System (including the portion of the Bonds used to finance the Projects for the Water System), and (ii) all amounts that the City is

obligated to set aside in the debt service fund and into a reserve fund (if any) established for payment of such bonds; and (d) for the payment of any and all other expenses of the Water System that the City is obligated to pay from Net Water System Revenues, including without limitation any public works trust fund loans.

Section 14. Tax Covenants; Designation of Bonds as “Qualified Tax Exempt Obligations.”

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City’s written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as “Qualified Tax-Exempt Obligations.”* A Series of the Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Series does not constitute “private activity bonds” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 15. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special

trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 16. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of each Series of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder’s offer to purchase that Series of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award

shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, that Series of the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 17. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to such Designated Representative, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B.

Section 18. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 19. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 20. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 21. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council of the City of Bainbridge Island, Washington, at an open public meeting thereof, this 24th day of June, 2025, and signed in authentication of its passage this 24th day of June, 2025.

Ashley Mathews, Mayor

ATTEST:

Christine Brown, City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
DESCRIPTION OF THE BONDS

- | | | |
|-----|---------------------------|--|
| (a) | Principal Amount. | The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$13,000,000. |
| (b) | Date or Dates. | Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance. |
| (c) | Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. |
| (d) | Interest Rate(s). | Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 6.00%, and the true interest cost to the City for each Series of the Bonds may not exceed 5.75%. |
| (e) | Payment Dates. | Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments on dates acceptable to the Designated Representative. |
| (f) | Final Maturity. | Each Series shall mature no later than December 31, 2050. |
| (g) | Redemption Rights. | <p>The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:</p> <p>(1) <u>Optional Redemption.</u> Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior</p> |

to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

- (h) Price. The purchase price for each Series of the Bonds may not be less than 98% or more than 140% of the stated principal amount of that Series.
- (i) Other Terms and Conditions. (1) A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.
- (2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as the Designated Representative may determine are in the best interests of the City, consistent with this ordinance.

**Form of
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**

**City of Bainbridge Island, Washington
Limited Tax General Obligation Bonds, 2025**

The City of Bainbridge Island, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 2025-20 of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (16) default, event of

acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

- (iii) Timely notice of a failure by the City to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; (4) property tax levy amounts and rates for that fiscal year; and (5) a statement of revenues for that fiscal year from any other revenue sources pledged to the Bonds, including the Water System Revenues and Sewer System Revenues;
- (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year ending December 31, 2025; and
- (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the City will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial

information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or the Finance Director's designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Bainbridge Island, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. 2025-20 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 24, 2025, as that ordinance appears on the minute book of the City.

2. The meeting was duly convened, held and included an opportunity for public comment, in all respects in accordance with law.

3. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is _____, 2025.

4. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: June __, 2025.

CITY OF BAINBRIDGE ISLAND,
WASHINGTON

Christine Brown, City Clerk



CITY OF
BAINBRIDGE ISLAND

Bond Delegation Ordinance No. 2025-20 Water and Sewer Bonds

June 24, 2025

DeWayne Pitts, CPA, CFE, Finance Director

Agenda/Discussion Goals

- Overview of proposed General Obligation Bonds
- Overview of Bond Delegation Ordinance No. 2025-20
- **Action:** *“I move to Adopt Bond Delegation Ordinance No. 2025-20 authorizing issuance and sale not to exceed \$13.0 million in 2025 Limited Tax General Obligation Bonds for Water and Sewer projects of the City.”*

Proposed Debt Issuance

- \$5.0M Limited Tax General Obligation Bonds (LTGO) in Water Fund
 - Winslow Water Tank
- \$7.6M Limited Tax General Obligation Bonds in Sewer Fund
 - Pump Station and Force Main
 - Waste Water Treatment Plan upgrades
 - Gravity Sewers
- Any remaining funds will be spent on Water and Sewer Capital project in CIP

Council Voted General Obligation (GO) Bond Debt

- Council may approve with simple majority vote
- General Obligation Bond
 - Revenues from Water and Sewer Utilities will pay back debt
 - Must also pledge existing general fund and/or other ongoing tax revenues
- Debt can only be used for capital purposes
- Bond proceeds must be spent within 36 months of receiving funds

Why General Obligation Bonds vs Revenue Bonds?

- City has long history of issuing General Obligation Bonds
- City's bond rating is better with General Obligation Bonds
 - Lower interest rate
 - Roughly \$600k savings
- Debt repayment mechanics would be the same either way
- Full Faith and credit of City backs the bonds

What is a Bond Delegation Ordinance?

- Authorizes debt issuance and enables financing
- Establishes parameters (max principal, interest rate, maturity date etc.)
- Delegates authority to manage issuance to Finance Director

What are the Major Parameters of this Delegation Ordinance?

- Maximum Issuance amount - \$13 million
- Maximum Maturity of bonds – 25 years
- Maximum true interest rate – 5.75%
- Redemption Powers – options to call
- Tax-exempt qualified

Existing Funding Options – LTGO Bond Example

\$12.6 million LTGO Bond			
Terms	Avg Annual Debt Service	Total Debt Service	Interest Rate
25 Yr	\$977,641	\$24,441,014	5.75%
25 Yr	\$908,000	\$22,705,000	5.00%
25 Yr	\$885,600	\$22,139,000	4.75%
25 Yr	\$863,220	\$21,580,489	4.50%
25 Yr	\$841,000	\$21,028,000	4.25%

Estimated Calendar of Events – Council Touch Points

Date	Description
June 10	Council passed fee increase resolution
June 24	Council authorizes Bond Delegation Ordinance
Sept 2	Finance Director update to Council on Market Conditions
Sept 15	Closing/delivery of Bonds
October 28	Finance Director debriefs Council on Sale

June 24, 2025

Bond Delegation Ordinance

Agenda/Discussion Goals

- **Action:** *“I move to Adopt Bond Delegation Ordinance No. 2025-20 authorizing the issuance and sale not to exceed \$13.0 million in 2025 Limited Tax General Obligation Bonds for Water and Sewer projects of the City.”*

City of Bainbridge Island
Total Capital Improvement Plan (2025 - 2030)
2025 BUA-1

Category	Prior Years	2025	2026	2027	2028	2029	2030	Total
Capital Improvement Plan Categories								
Transportation Projects	1,331	695	-	175	700	-	-	2,901
Non Motorized Projects	8,128	347	1,250	-	3,500	1,200	4,870	19,295
Fleet and Equipment	300	870	660	1,110	925	985	270	5,120
Facility Projects	645	1,815	130	80	80	80	80	2,910
Water Projects	15,588	13,120	-	-	388	850	1,292	31,238
Sewer Projects	7,937	8,335	200	860	3,200	3,310	9,710	33,552
SSWM Projects	4,806	2,763	6,920	1,225	300	850	-	16,864
Capital Improvement Plan Total	38,735	27,945	9,160	3,450	9,093	7,275	16,222	111,880
Capital Improvement Plan Funding Summary								
Utility Funding	27,364	22,598	1,448	2,085	3,888	5,010	11,002	73,395
General Govt Funding	7,054	3,162	1,040	1,365	4,205	1,265	5,220	23,311
Grant Funding	4,317	2,185	6,672	-	1,000	1,000	-	15,174
Funding Total	38,735	27,945	9,160	3,450	9,093	7,275	16,222	111,880

City of Bainbridge Island
Water CIP (2025-2030)
2025 BUA-1

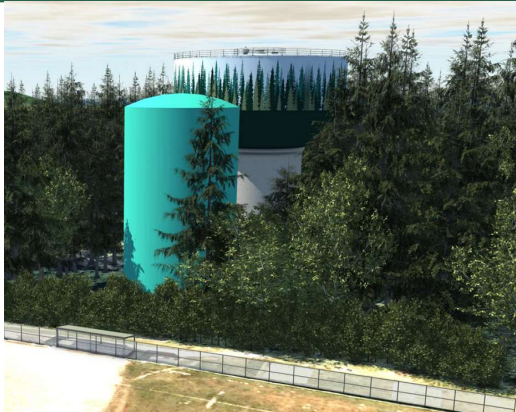
Project / Location	Tax Supported	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total
WATER PROJECTS - 6-YEAR CIP (1000s)												
Winslow Water Tank Replacement <i>New Brooklyn</i>		Y			14,280	11,265	-	-	-	-	-	25,545
Emergency Generator <i>Head of the Bay</i>		Y			225	25	-	-	-	-	-	250
Head of the Bay well Rehabilitation <i>Head of the Bay</i>		Y			312	75	-	-	288	-	-	675
Wing Point Drive Water Line Upgrade <i>Wing Point Drive</i>					-	-	-	-	100	850	-	950
Fletcher Bay well Rehabilitation <i>Fletcher Bay</i>		Y			563	165	-	-	-	-	-	728
Winslow Supply Well <i>TBD</i>		Y			208	-	-	-	-	-	1,292	1,500
Japanese American Exclusion Memorial Water Extension <i>Eagle Harbor Dr</i>		Y			-	900	-	-	-	-	-	900
Water Main Replacement <i>Eagle Harbor Dr</i>		Y			-	440	-	-	-	-	-	440
Booster Pump Replacement <i>Head of the Bay</i>		Y			-	250	-	-	-	-	-	250
City Funding					15,588	12,220	-	-	388	850	1,292	30,338
Grant Totals					-	900	-	-	-	-	-	900
TOTAL					15,588	13,120	-	-	388	850	1,292	31,238

Project: Winslow Water Tank Replacement

Number: 00988

Location: New Brooklyn Road

Project Description



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

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

Schedule: 2021: Design; 2024-25: Construction

Capital Funding (1000's)

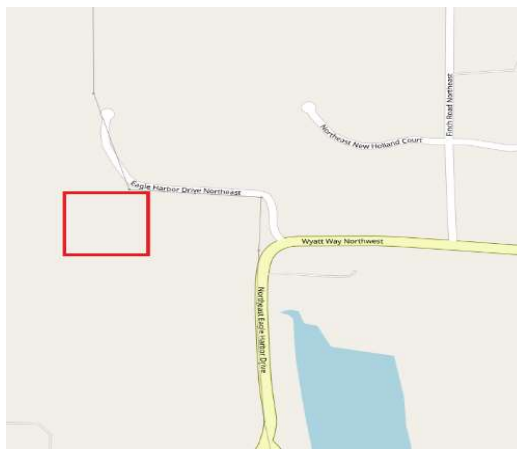
	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	70	-	-	-	-	-	-	70
Water Fund	1,367	-	-	-	-	-	-	1,367
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Long-Term Debt	12,843	11,265	-	-	-	-	-	24,108
Sub-total	14,280	11,265	-	-	-	-	-	25,545
FUNDING USES (1000's)								
Project Management	79	50	-	-	-	-	-	129
Design/construction	14,201	11,215	-	-	-	-	-	25,416
Sub-total	14,280	11,265	-	-	-	-	-	25,545

Project: Emergency Generator

Number: 01098

Location: Head of the Bay Well Site

Project Description



Description: This project will install an emergency generator to provide a permanent, redundant power source for the well site that provides 25% of the supply for the system.

Benefit: Improves system reliability in the event of power outages.

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	225	25	-	-	-	-	-	250
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	225	25	-	-	-	-	-	250
FUNDING USES (1000's)								
Project Management	18	5	-	-	-	-	-	23
Design/construction	207	20	-	-	-	-	-	227
Sub-total	225	25	-	-	-	-	-	250

Amounts in thousands

Project: Head of the Bay Well Rehab/Pump Replacement

Number: 01247

Location: Head of the Bay Well Site

Project Description



Description: This project will rehabilitate one of the primary water source wells for the Winslow Water System at the Head of the Bay well site. The project includes replacement of the well pumps, which are over 30 years old, and past their design life.

Benefit: Improve water system reliability and redundancy.

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	312	75	-	-	288	-	-	675
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	312	75	-	-	288	-	-	675
FUNDING USES (1000's)								
Proj. Management	12	5	-	-	8	-	-	25
Design/construction	300	70	-	-	280	-	-	650
Sub-total	312	75	-	-	288	-	-	675

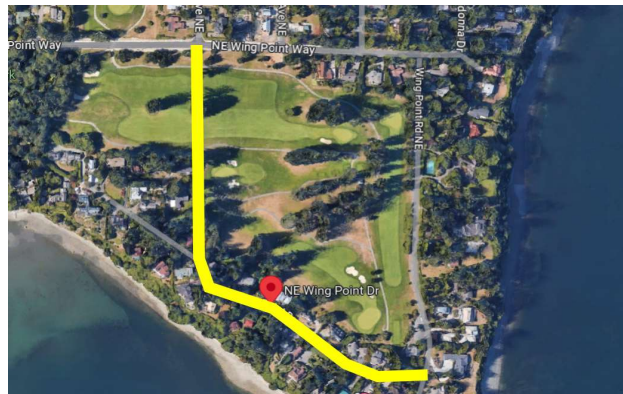
Amounts in thousands

Project: Wingpoint Drive Water Line Upgrade

Number: 01364

Location: Wingpoint Drive

Project Description



Description: This project will replace and upgrade 2,000 linear feet of existing aging water main in the Wing Point neighborhood.

Benefit: Replacement and upgrade of existing infrastructure.

Schedule: 2026: Design; 2027: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	100	850	-	950
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	100	850	-	950
FUNDING USES (1000's)								
Proj. Management	-	-	-	-	5	43	-	48
Design/construction	-	-	-	-	95	808	-	903
Sub-total	-	-	-	-	100	850	-	950

Amounts in thousands

Project: Fletcher Bay Well Rehab/Pump Replacement

Number: 01244

Location: Fletcher Bay Well Site

Project Description



Description: This project will rehabilitate one of the primary water source wells for the Winslow Water System at the Fletcher Bay well site. The project includes replacement of the well pumps, which are over 30 years old, and past their design life.

Benefit: Improve water system reliability and redundancy.

Schedule: 2024 - 2025: Construction

Capital Funding (1000's)

	Prior								
	Yrs.	2025	2026	2027	2028	2029	2030	Total	
FUNDING SOURCES (1000's)									
General Fund	-	-	-	-	-	-	-	-	
Water Fund	563	165	-	-	-	-	-	728	
Sewer Fund	-	-	-	-	-	-	-	-	
SSWM Fund	-	-	-	-	-	-	-	-	
Federal Grant	-	-	-	-	-	-	-	-	
State Grant	-	-	-	-	-	-	-	-	
Sub-total	563	165	-	-	-	-	-	728	
FUNDING USES (1000's)									
Proj. Management	18	-	-	-	-	-	-	18	
Design/construction	545	165	-	-	-	-	-	710	
Sub-total	563	165	-	-	-	-	-	728	

Amounts in thousands

Project: Winslow Supply Well

Number: 01234

Location: TBD

Project Description



Description: As addressed in the City's Water System Plan, a new supply well at the Head of the Bay or the Sands Well site is planned to add redundancy to the City's water supply system. The site location will be determined by further study of feasibility and availability of water rights.

Benefit: Providing redundancy and capacity for the City's Winslow water system.

Schedule: 2025: Planning; 2027: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	208	-	-	-	-	-	1,292	1,500
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	208	-	-	-	-	-	1,292	1,500
FUNDING USES (1000's)								
Proj. Management	8	-	-	-	-	-	65	73
Design/construction	200	-	-	-	-	-	1,227	1,427
Sub-total	208	-	-	-	-	-	1,292	1,500

Project: Japanese American Exclusion Memorial Water Extension

Number: 01339

Location: Eagle Harbor Drive

Project Description



Description: This project would construct a 10" water main from the Rockaway Beach Water System reservoir to a new service line serving the future Bainbridge Island Japanese American Exclusion Memorial (BIJAEM) visitor center. The project is entirely funded by the BIJAEM organization, but will become a publically-owned asset upon completion.

Benefit: The project serves a community-centered facility

Schedule: 2024: Design; 2025: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
REET Fund	-	-	-	-	-	-	-	-
DONATION	-	900	-	-	-	-	-	900
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	900	-	-	-	-	-	900
FUNDING USES (1000's)								
Project Management	-	-	-	-	-	-	-	-
Design/construction	-	900	-	-	-	-	-	900
Sub-total	-	900	-	-	-	-	-	900

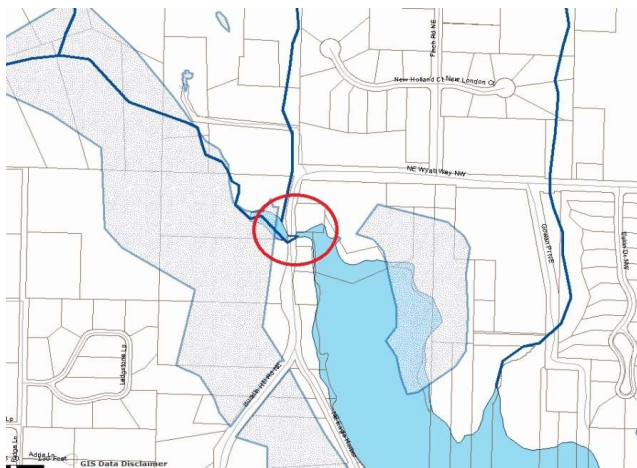
Amounts in thousands

Project: Water Main Replacement

Number: NEW

Location: Eagle Harbor Dr

Project Description



Description: This project includes two components - the first is new water line infrastructure to be built underneath the new Eagle Harbor Drive Cooper Creek Fish Passage project (PRJ 01107). The second component includes the replacement of an existing water main extending from the north end of the fish passage north and east to Gowen Place.

Benefit: The new water main will facilitate future water connections and the replacement is required due to the existing infrastructure reaching the end of useful life.

Schedule: Construction: 2025

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
REET Fund	-	-	-	-	-	-	-	-
Water Fund	-	440	-	-	-	-	-	440
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	440	-	-	-	-	-	440
FUNDING USES (1000's)								
Project Management	-	10	-	-	-	-	-	10
Design/construction	-	400	-	-	-	-	-	400
Sub-total	-	410	-	-	-	-	-	410

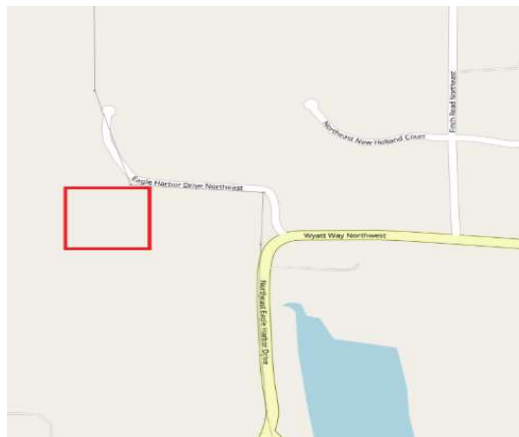
Amounts in thousands

Project: Booster Pump Replacement

Number: NEW

Location: Head of Bay

Project Description



Description: This project will replace the existing booster pump at the Head of the Bay well site, which has reached the end of useful life.

Benefit: The new pump will prevent future pump failures and costly continued maintenance. The new pump will also be sized to better meet the needs of the new water tank.

Schedule: Construction: 2026

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
REET Fund	-	-	-	-	-	-	-	-
Water Fund	-	250	-	-	-	-	-	250
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	250	-	-	-	-	-	250
FUNDING USES (1000's)								
Project Management	-	10	-	-	-	-	-	10
Design/construction	-	240	-	-	-	-	-	240
Sub-total	-	250	-	-	-	-	-	250

Amounts in thousands

City of Bainbridge Island

Sewer CIP (2025-2030)

2025 BUA-1

Project	Tax Supported	Wtr Component	Swr Component	SSWM Comp	Prior Years	2025	2026	2027	2028	2029	2030	Total
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SEWER PROJECTS - 6-YEAR CIP (1000s)												
Rehabilitate Pumps <i>Sunday Cove</i>			Y		754	196	-	-	-	-	-	950
Pump Station & Force Main <i>Wood Ave</i>			Y		791	3,521	-	-	-	-	-	4,312
Rehabilitate Pump Station (Lower Lovell) <i>Lower Lovell</i>			Y		1,210	415	-	-	-	-	-	1,625
Install Gravity Sewers <i>Sunday Cove</i>			Y		225	1,396	-	-	-	-	-	1,621
Wastewater Treatment Plant Capacity (WWTP) Upgrades <i>WWTP</i>			Y		3,133	2,931	-	-	-	-	-	6,064
Extend WWTP Outfall <i>WWTP</i>			Y		1,050	-	200	-	-	-	7,000	8,250
WWTP SCADA Control System Replacement <i>WWTP</i>			Y		-	-	-	300	-	750	-	1,050
WWTP Clarifier/Drain Pump/Fine Screen <i>WWTP</i>			Y		-	-	-	560	2,290	-	-	2,850
WWTP Misc. Upgrades Project <i>WWTP</i>			Y		-	-	-	-	310	-	310	620
Relocate Pump Station <i>Wing Point</i>			Y		650	-	-	-	-	2,100	-	2,750
North Town Woods Pump Upgrades <i>NW Winslow</i>			Y		-	-	-	-	200	-	800	1,000
Woodward Pump Upgrades <i>NW Winslow</i>			Y		-	-	-	-	200	-	800	1,000
Island Terrance Pump Upgrades <i>Island Terrace</i>			Y		-	-	-	-	200	-	800	1,000
Village Pump Station Upgrades <i>SR305</i>			Y		-	-	-	-	-	210	-	210
Ferncliff Ave Conveyance Upgrades <i>Ferncliff Ave</i>			Y		-	-	-	-	-	250	-	250

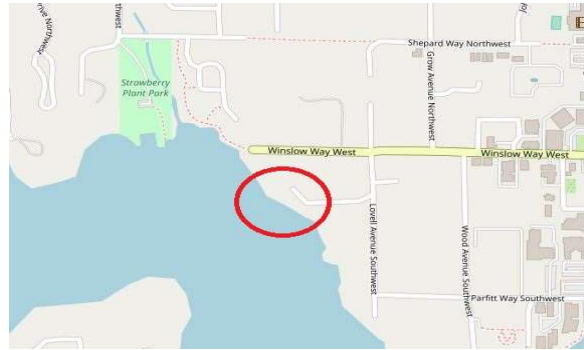
City Total	7,937	8,335	200	860	3,200	3,310	9,710	33,552
Grant Total	-	-	-	-	-	-	-	-
TOTAL	7,937	8,335	200	860	3,200	3,310	9,710	33,552

Project: Rehabilitate Pumps

Number: 00989

Location: Sunday Cove

Project Description



Description: Some components of the Sunday Cove pump station will reach the end of their useful life, which is assumed to be approximately 30 years, over the next few years. In addition to replacement of the pumps and motors, this project will include the replacement of the station's emergency generator.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: 2025: Construction

Capital Funding (1000's)

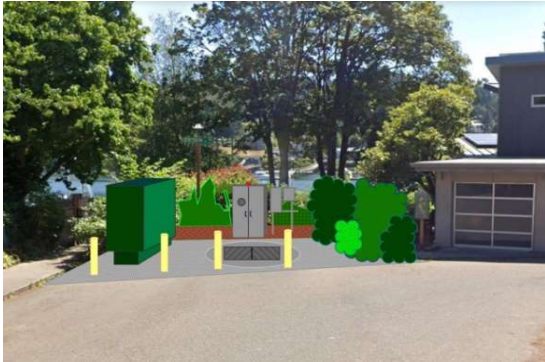
	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	464	196	-	-	-	-	-	660
SSWM Fund	-	-	-	-	-	-	-	-
PWTF Loan	291	-	-	-	-	-	-	291
State Grant	-	-	-	-	-	-	-	-
Sub-total	754	196	-	-	-	-	-	950
FUNDING USES (1000's)								
Project Management	68	6	-	-	-	-	-	73
Design/construction	687	190	-	-	-	-	-	877
Sub-total	754	196	-	-	-	-	-	950

Project: Pump Station and Force Main

Number: 00990

Location: Wood Ave

Project Description



Description: This project is part of a suite of projects (Lovell Pump Station; Sunday Cove Pump Station; and Sunday Cove Gravity Sewers) that are planned to facilitate the abandonment of the north and south sewer beach main, which is an aging facility that has reached the end of its useful life. Abandonment of the beach mains was determined to be the best replacement approach due to environmental, maintenance and cost-benefit concerns.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: 2025: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	356	2,740	-	-	-	-	-	3,096
SSWM Fund	-	-	-	-	-	-	-	-
PWTF Loan	435	781	-	-	-	-	-	1,216
State Grant	-	-	-	-	-	-	-	-
Sub-total	791	3,521	-	-	-	-	-	4,312

FUNDING USES (1000's)

Project Management	28	10	-	-	-	-	-	38
Design/construction	762	3,512	-	-	-	-	-	4,274
Sub-total	791	3,521	-	-	-	-	-	4,312

Amounts in thousands

Project: Rehabilitate Pump Station and Re-connect Side Sewers

Number: 01086

Location: Lower Lovell

Project Description



Description: The pump station is reaching the end of its useful life, and needs to be upgraded with replacement pumps. This project is part of a suite of projects (Lovell Pump Station; Sunday Cove Pump Station; and Sunday Cove Gravity Sewers) that are planned to facilitate the abandonment of the north and south sewer beach main, which is an aging facility that has reached the end of its useful life. Side sewers associated with several properties along Lovell Avenue will be reconnected to the upland sewer main as part of this project.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: 2025: Construction

Capital Funding (1000's)

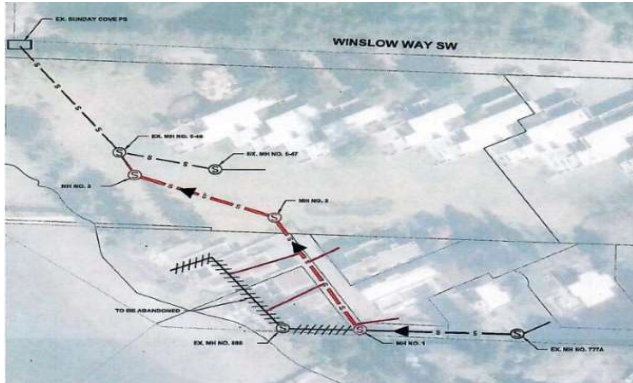
	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	849	228	-	-	-	-	-	1,076
SSWM Fund	-	-	-	-	-	-	-	-
PWTF Loan	361	188	-	-	-	-	-	549
State Grant	-	-	-	-	-	-	-	-
Sub-total	1,210	415	-	-	-	-	-	1,625
FUNDING USES (1000's)								
Project Management	29	6	-	-	-	-	-	34
Design/construction	1,181	410	-	-	-	-	-	1,591
Sub-total	1,210	415	-	-	-	-	-	1,625

Project: Install Gravity Sewers

Number: 01085

Location: Sunday Cove

Project Description



Description: This project is part of a suite of projects (Lovell Pump Station; Sunday Cove Pump Station; and Sunday Cove Gravity Sewers) that are planned to facilitate the abandonment of the north and south sewer beach main, which is an aging facility that has reached the end of its useful life. Abandonment of the beach mains was determined to be the best replacement approach due to environmental, maintenance and cost-benefit concerns.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: 2025: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	84	1,041	-	-	-	-	-	1,125
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Long Term Debt	141	355	-	-	-	-	-	496
Sub-total	225	1,396	-	-	-	-	-	1,621
FUNDING USES (1000's)								
Project Management	22	2	-	-	-	-	-	24
Design/construction	203	1,394	-	-	-	-	-	1,597
Sub-total	225	1,396	-	-	-	-	-	1,621

Amounts in thousands

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)

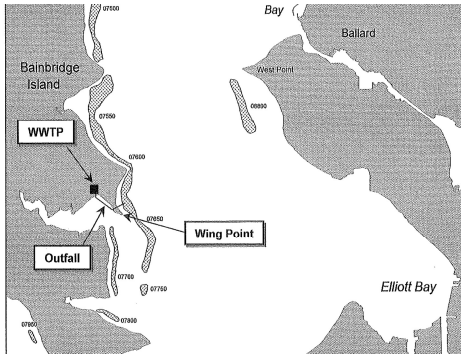
	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	3,133	2,931	-	-	-	-	-	6,064
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	3,133	2,931	-	-	-	-	-	6,064
FUNDING USES (1000's)								
Project Management	54	6	-	-	-	-	-	61
Design/construction	3,079	2,925	-	-	-	-	-	6,003
Sub-total	3,133	2,931	-	-	-	-	-	6,064

Project: Extend WWTP Outfall

Number: 01106

Location: Wing Point

Project Description



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

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

Schedule: 2025/26: Design; Construction TBD

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	1,050	-	200	-	-	-	7,000	8,250
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	1,050	-	200	-	-	-	7,000	8,250
FUNDING USES (1000's)								
Project Management	4	-	8	-	-	-	-	12
Design/construction	1,046	-	192	-	-	-	7,000	8,238
Sub-total	1,050	-	200	-	-	-	7,000	8,250

Project: WWTP SCADA Control

Number: TBD

Location: Donald Place

Project Description



Description: This project will replace the mainframe for the City's supervisory control and data acquisition (SCADA) system, which is located at the wastewater treatment plant. The mainframe runs all of the plant and remote SCADA systems, including housing the remote alarm systems. The system technology is outdated and is in need of replacement.

Benefit: Replacement of critical infrastructure nearing end of servicable life.

Schedule: 2027: Design; Construction TBD

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	300	-	750	-	1,050
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	300	-	750	-	1,050
FUNDING USES (1000's)								
Project Management	-	-	-	15	-	-	-	15
Design/construction	-	-	-	285	-	750	-	1,035
Sub-total	-	-	-	300	-	750	-	1,050

Project: WWTP Clarifier/Drain Pump/Fine Screen

Number: TBD

Location: Donald Place

Project Description



Description: This project will refurbish the largest and oldest clarifier at the WWTP, including replacement of the motor, pumps and other misc. parts. The project scope was developed as part of an evaluation of the WWTP infrastructure and equipment.

Benefit: Preservation of existing critical infrastructure.

Schedule: 2027: Design; 2028: Construction

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-
Long-Term Debt	-	-	-	-	2,290	-	-	2,290
Federal Grant	-	-	-	560	-	-	-	560
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	560	2,290	-	-	2,850
FUNDING USES (1000's)								
Project Management	-	-	-	28	115	-	-	143
Design/construction	-	-	-	532	2,176	-	-	2,708
Sub-total	-	-	-	560	2,290	-	-	2,850

Amounts in thousands

Project: WWTP Misc. Upgrades Project

Number: 01361

Location: Donald Place

Project Description



Description: This project will replace and upgrade a suite of mechanical equipment at the WWTP which is not included in the capacity upgrade project. Examples of equipment replacement includes grit pumps, polymer skid, bio-solids room belt motors, etc.

Benefit: Replacement and upgrade of critical infrastructure.

Schedule: Procurement and replacement in 2026 and 2028.

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	310	-	-	310
Long-Term Debt	-	-	-	-	-	-	310	310
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	310	-	310	620
FUNDING USES (1000's)								
Project Management	-	-	-	-	16	-	-	16
Design/construction	-	-	-	-	295	-	310	605
Sub-total	-	-	-	-	310	-	310	620

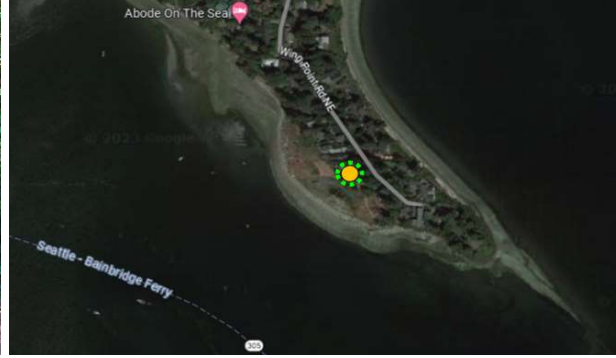
Amounts in thousands

Project: Wing Point Pump Relocation

Number: 00820

Location: Wing Point

Project Description



Description: The Wing Point Pump Station has not been upgraded since its construction in 1979, and has reached the end of its useful life. In addition to required upgrades, the pump station will need to be relocated and rebuilt to accommodate impacts from sea-level rise.

Benefit: Improves reliability of current sewer collection system.

Schedule: 2024: Design; 2027: Construction

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	650	-	-	-	-	2,100	-	2,750
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	650	-	-	-	-	2,100	-	2,750
FUNDING USES (1000's)								
Project Management	29	-	-	-	-	90	-	119
Design/construction	621	-	-	-	-	2,010	-	2,631
Sub-total	650	-	-	1,800	-	2,100	-	2,750

Project: North Town Woods Pump

Number: 01104

Location: NE Northtown Loop

Project Description



Description: This project proposes to upgrade the North Town Woods pump station to meet current standards, as identified in the City's General Sewer Plan. The electrical system, pumps, wet well and telemetry will be replaced.

Benefit: Replacement and upgrade of critical infrastructure.

Schedule: 2027: Design; Construction: TBD

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	200	-	800	1,000
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	200	-	800	1,000
FUNDING USES (1000's)								
Project Management	39	(39)	-	-	-	-	-	-
Design/construction	(39)	39	-	-	200	-	800	1,000
Sub-total	-	-	-	-	200	-	800	1,000

Project: Woodward Pump
Location: New Brooklyn Road

Number: 01125

Project Description



Description: This project proposes to upgrade the Woodward pump station to meet current standards, as identified in the City's General Sewer Plan. The electrical system, pumps, wet well and telemetry will be replaced.

Benefit: Replacement and upgrade of critical infrastructure.

Schedule: 2027: Design; Construction: TBD

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	200	-	800	1,000
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	200	-	800	1,000
FUNDING USES (1000's)								
Project Management	33	(33)	-	-	-	-	-	-
Design/construction	(33)	33	-	-	200	-	800	1,000
Sub-total	-	-	-	-	200	-	800	1,000

Project: Rehabilitate Pump Station

Number: 01105

Location: Island Terrace - Ferncliff Ave NE

Project Description



Description: This project proposes to upgrade the Island Terrace pump station to meet current standards, as identified in the City's General Sewer Plan. The electrical system, pumps, wet well and telemetry will be replaced.

Benefit: Replacement and upgrade of critical infrastructure.

Schedule: 2027: Design; Construction: TBD

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	200	-	800	1,000
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	200	-	800	1,000
FUNDING USES (1000's)								
Project Management	-	-	-	-	-	-	-	-
Design/construction	-	-	-	-	200	-	800	1,000
Sub-total	-	-	-	-	200	-	800	1,000

Project: Village Pump Station Upgrades

Number: TBD

Location: SR 305 / Hildebrand Lane

Project Description



Description: This project proposes to upgrade the Village pump station to meet current standards, as identified in the City's General Sewer Plan. The electrical system, pumps, wet well and telemetry will be replaced.

Benefit: Benefit: Replacement and upgrade of critical infrastructure.

Schedule: 2027: Design; Construction: TBD

Capital Funding (1000's)

	Prior							
	Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-
Long-Term Debt	-	-	-	-	-	210	-	210
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	210	-	210
FUNDING USES (1000's)								
Project Management	-	-	-	-	-	-	-	-
Design/construction	-	-	-	-	-	210	-	210
Sub-total	-	-	-	-	-	210	-	210

Project: Ferncliff Ave Conveyance Upgrades

Number: 01235

Location: Ferncliff Ave

Project Description



Description: This project will evaluate and replace a portion of the existing sewer collection system in Ferncliff Avenue between Deercliff and Wing Point Way, and upgrade an existing manhole at Wing Point Way.

Benefit: Replacement and upgrade of critical infrastructure.

Schedule: 2027: Design; Construction: TBD

Capital Funding (1000's)

	Prior Yrs.	2025	2026	2027	2028	2029	2030	Total
FUNDING SOURCES (1000's)								
General Fund	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	250	-	250
SSWM Fund	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	250	-	250
FUNDING USES (1000's)								
Project Management	-	-	-	-	-	-	-	-
Design/construction	-	-	-	-	-	250	-	250
Sub-total	-	-	-	-	-	250	-	250



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:00 PM) Appoint Deputy Mayor for a Term Commencing on July 1 and Ending on December 31, 2025,

SUMMARY: Council will appoint a deputy mayor for a term commencing on July 1 and ending on December 31, 2025.

AGENDA CATEGORY: Appointment

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to appoint _____ as Deputy Mayor for a term commencing on July 1 and ending on December 31, 2025.

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: June 24, 2025

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:05 PM) Consider Request from Councilmember Deets to Add a Discussion Reviewing the Efficacy of the Disposable Food Service Ware and Waste Reduction Ordinance due to Passage of the WA State Recycling Reform Act (Senate Bill 5284) to a Future Council Agenda,

SUMMARY: Councilmember Deets to has asked to place a discussion on reviewing the efficacy of the Disposable Food Service Ware and Waste Reduction Ordinance due to Passage of the WA State Recycling Reform Act (Senate Bill 5284) to a future Council agenda. Councilmember Deets request is attached.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Discussion and potential placement on a future Council agenda.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Request to Review Ordinance 2023-30 due to Passage of SB 5284.pdf](#)

Request to bring the following for Council Discussion & Action
Review Efficacy of the City of Bainbridge Island's Disposable Food Service Ware and Waste Reduction Ordinance 2023-30 due to passage of the WA State Recycling Reform Act (Senate Bill 5284)

By Joe Deets, Councilmember

June 4, 2025

On December 12, 2023, the most recent version of regulations for disposable food service ware and waste reduction (Ordinance 2023-30) were passed by the Council. Requirements set by the Ordinance include:

- Requiring that all licensed food service establishments only use compostable food service ware.
- The requirement that all disposable food service wares be certified.
- Requiring the use of reusable food service ware, including utensils, at all retail food establishments.
- The City Manager or their designee establishes a list of home compostable disposable food service ware that are required to be provided.

On May 17, 2025, Governor Bob Ferguson signed Senate Bill 5284. What has been called the Recycling Reform Act, the new law is a significant overhaul of Washington State's recycling system:

- It shifts responsibility for how packaging gets recycled from the consumer to the brands and producer.
- Establish a program that will require brands and producers of packaging and paper products to become members of a Producer Responsibility Organization (PRO).
- The PRO must register with the WA State Department of Ecology, provide a plan of operation which includes performance targets, and fund and implement a reuse program.
- The PRO will determine how much each producer must pay in fees, depending on what materials they use in their packaging, and those fees will go towards reimbursing cities and service providers for their recycling programs.
- The Department of Ecology will oversee the program, including developing a list of covered materials and reviewing exemption requests. The program is scheduled for full activation in 2030.

Recommended Direction for Council

The new WA State law is a major shift in how recycling is to be done in Washington. Rather than the consumer, it is now the brands and producers who bear responsibility and costs. Bainbridge Island has a laudable Waste Reduction Ordinance based on the consumer bearing the costs of recycling. The new WA State law has created an opportunity for the City of Bainbridge Island to reconsider an Ordinance that has at times been a burden on the Island's licensed food service establishments and customers, reduce its own administration costs - while still achieving its stated waste reduction goals. It is therefore recommended that a review of the efficacy of Ordinance 2023-30 be undertaken.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: June 24, 2025

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (8:15 PM) Consider Request from Deputy Mayor Quitslund to Add a Discussion regarding the Scope of Responsibilities of the Steering Committee Overseeing Public Engagement for the Winslow Subarea and Comprehensive Plans to a Future Council Agenda,

SUMMARY: Deputy Mayor Quitslund has asked Council to consider adding a discussion relating to the scope of responsibilities of the steering committee overseeing public engagement for the Winslow Subarea and Comprehensive Plans to a future Council agenda. Deputy Mayor Quitslund's request is attached.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Discussion and potential addition to a future Council agenda.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

ATTACHMENTS:

[Scope of Responsibilities of the Steering Committee.pdf](#)

DRAFT Request for Consideration in a Future Council Meeting

Review and Revise the Scope of Responsibilities of the “Steering Committee”
Overseeing Public Engagement for the Winslow Subarea and Comprehensive Plans

*From **Deputy Mayor Jon Quitslund***

June 17, 2025

NOTE: This Request may be revised after consultation with Councilmembers Hytopoulos and Schneider.

At the Steering Committee meeting on June 12, 2025, Councilmember Hytopoulos and I both spoke of a need for better coordination between the several parties involved in the conception and completion of the Winslow Subarea Plan and the various elements of the Comprehensive Plan. Frustration with the limited scope of the Steering Committee’s oversight role has risen over time, and it is our belief that the City Council ought to provide policy direction that will support the Planning Commission’s role at this late stage in the process.

With guidance from the City Council, the three City Council members and three Planning Commissioners could work with Planning staff to redefine the Steering Committee’s role, so that the work remaining on a DRAFT of the Winslow Subarea Plan is completed as efficiently as possible, and a work plan and schedule is developed for the necessary revisions of the Comprehensive Plan.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is entered into by the City of Bainbridge Island, a Washington municipal corporation (“City”) and the Bainbridge Island Rowing Club, a Washington nonprofit corporation, doing business as Bainbridge Island Rowing (“BIR”), for the purpose hereafter set forth.

RECITALS

WHEREAS the City owns the City Dock at 301 Shannon Drive NE, adjacent to the City-owned Waterfront Park and the dock is open to the public for use including temporary moorage; and

WHEREAS BIR holds a ground lease for a portion of the City-owned Waterfront Park property; and

WHEREAS BIR provides rowing services and programming to the community and uses the City Dock to do so; and

WHEREAS to perform rowing services and programming safely, BIR owns and operates launch vessels which are an integral part of BIR’s operations and safety protocol; and

WHEREAS BIR has historically moored their launch vessels at the City Dock through a verbal agreement and paid a daily rate for use of electricity when needed; and

WHEREAS the City will provide to BIR reserved space on the dock at a reduced rate in consideration of the community programming offered at free or reduced rates to community members in need, as shown in Exhibit C; and

WHEREAS BIR is in the process of converting their launch vessels from gasoline to electric motors; and

WHEREAS the City and BIR wish to establish a written agreement for the areas of the dock reserved for BIR use and a methodology to send and receive payment for electricity use.

NOW, THEREFORE, in consideration of the mutual promises of the City and BIR, and of other good and valuable consideration, the City and BIR agree as follows:

AGREEMENT

1. License Granted. The City hereby grants to BIR a license to access, moor, and use the City dock, including any necessary and related appurtenances, according to the terms and conditions set forth in this License. This License is a license to use property only and conveys no real property ownership or leasehold interest in the City dock, or any permanent structure located thereon, to BIR.

2. **Term of License.** This License shall be valid for a period of five years from the Effective Date described below, unless sooner amended or terminated as provided below. This License may be renewed for an additional five years upon mutual agreement of the parties. This License may also be amended if BIR acquires an additional electric-powered launch boat(s).

3. **Payment.** BIR shall pay the City a fee for the reserved moorage of up to seven BIR launch boats for the first year after the Effective Date in the amount of nine hundred dollars (\$900.00). Effective on the first anniversary of the Effective Date and on each anniversary date thereafter, the fee shall be increased by four percent (4%) or the percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area between the current anniversary date and the preceding anniversary date, whichever is greater.

4. **Use of City Dock.** BIR is authorized to use the City dock under the following conditions:

- A. **General Programming.** BIR shall have the right to manage and schedule and coordinate all BIR Rowing Programs (as defined in the Ground Lease) that utilize the City dock.
- B. **Mooring of BIR Launch Boats.** BIR may moor up to seven (7) launch boats in the reserved locations specified in green in Appendix A. Up to three (3) boats may moor directly to the City dock, with the remaining four (4) boats rafting up to three (3) deep. Each launch boat may not exceed nineteen (19) feet Length Overall (LOA).
- C. **Mooring of BIR Electric-Powered Launch Boats While Charging.** BIR may temporarily moor up to one (1) electric-powered launch boat in the location specified in in orange in Appendix A while the motor is actively charging, not to exceed four (4) contiguous hours or eight (8) total hours within a twenty-four (24) hour period.

5. **Condition of Property.** BIR covenants and warrants that it is familiar with and has fully inspected the City dock and that it is reasonably safe and suitable for BIR’s intended uses as permitted under this License. BIR accepts the City dock “as-is” without warranty of any kind, whether express or implied.

6. **Utilities.** BIR shall be entitled to use shared power and water utilities provided on the City dock per the conditions set forth in Section 4.

7. **Costs.** BIR shall be solely responsible for all costs associated with BIR’s authorized uses of the City dock. The City shall not be obligated to contribute funds to BIR or otherwise make expenditures in support of BIR’s uses, except as expressly provided in this License.

8. **Damages from Use.** BIR shall be solely responsible for all damage to the City dock arising from BIR’s uses, including but not limited to, any damage to the City dock, dock

cleats, and power pedestals caused by or arising out of BIR's use or the use of any invitee, employee, volunteer, or other person using the City dock with the permission of BIR. Ordinary wear and tear shall not be BIR's responsibility except as provided in this License. If BIR's use causes damage to the City dock, BIR shall promptly repair such damage at no cost the City.

9. Maintenance by the City. Except as provided in this License, the City shall not be obligated to make any repairs or improvements to the City dock as a condition of this License.

A. **Capital Repairs.** Notwithstanding anything in this License to the contrary, the City shall be responsible for making any necessary capital repairs to any infrastructure owned by the City and used in connection with the City dock.

10. Access by City. The City shall retain the right to enter the City dock at any time.

11. Alterations. Except as otherwise provided in this License, BIR shall not make any permanent additions or alterations to the City dock without the consent of the City. For the avoidance of doubt, BIR may continue to moor and raft launch vessels referenced in Section 4, in the ordinary course of operations, consistent with past practices.

12. Liens. BIR shall not suffer any lien to be recorded against the City dock as a consequence of any action of BIR, including but not limited to, liens of contractors, subcontractors, or suppliers related to any maintenance or work completed at BIR' request. In the event that any such lien is filed, BIR shall immediately satisfy and remove the same, provided, that if the correctness or validity of a claim of lien filed pursuant to Chapter 60.04 RCW is disputed by BIR, BIR may exercise its rights to bond for the amount of the lien in lieu of payment as provided in RCW 60.04.161, as the same exists or may hereafter be amended, as long as the lien is released by the filing of the bond.

13. License. This License is a license to use property and does not grant BIR any property interest, by lease or otherwise, in the City dock.

14. Nondiscrimination and Compliance with Laws.

A. **Nondiscrimination.** BIR agrees not to discriminate against any programming participant, employee or applicant for employment, or any other person in the performance of this License or the use of the City dock 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. **Compliance.** BIR shall comply with all federal, state, and local laws and ordinances applicable to the uses made under this License.

C. **Material Breach.** Violation of this section shall be a material breach of this License and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further licenses or agreements with the City.

15. Indemnification. BIR agrees to indemnify, defend, and hold harmless the City, its employees, officers, volunteers, agents, successors, and assigns from and against any and all damages, injuries, claims, or other liability of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees) incurred by BIR, or BIR's invitees, guests, tenants, or other third parties, relating to, resulting from, directly arising from, or associated with BIR's use of the City dock under this License, except for injuries and damages caused by the sole negligence or sole intentional misconduct of the City. BIR expressly agrees that the indemnity obligations in this License shall apply to claims brought against the City, its officers, volunteers, agents, successors, and assigns by employees or agents of BIR, notwithstanding any immunity provisions of the worker's compensation or industrial insurance statutes. This indemnification shall survive the expiration or termination of this License.

16. Insurance. BIR shall maintain the insurance described in Exhibit C.

17. Termination.

A. Termination by City for Default. The City may terminate this License at any time if BIR defaults in the performance of any of its material obligations under this License. In such event, the City shall provide written notice of termination to BIR setting forth the nature of the default, and BIR shall have sixty (60) days to cure such default and avoid termination, provided, that if the alleged default is such that it cannot reasonably be cured within sixty (60) days, BIR may cure such default by commencing in good faith to cure the default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter. If the default is not cured as provided in this subsection, this License shall terminate.

B. Termination by City for Convenience. The City may terminate this License at any time without cause by providing six (6) months' written notice to BIR. Provided, however, that prior to any termination for convenience, the City agrees to assist BIR in locating substantially similar space on the City dock, if the same is available, for their continued operations.

C. Termination for Failure to Maintain Insurance. As provided in the Insurance Requirements in Exhibit C, the City may terminate this License immediately if BIR fails to maintain the required insurance and fails to cure its noncompliance within five (5) days after notice by the City.

D. Termination by BIR for Convenience. BIR may terminate this License at any time without cause upon providing sixty (60) days' written notice to the City.

E. Automatic Termination. This License shall automatically terminate if:

- (i) BIR files a petition for bankruptcy, reorganization, or similar arrangement under any statute, or makes an assignment for the benefit of creditors, or takes advantage of any statute relating to insolvency; or

- (ii) A case in bankruptcy or receivership under the laws of any state is commenced against BIR, unless the same is dismissed within sixty (60) days after commencement; or
- (iii) BIR dissolves as a nonprofit corporation, voluntarily or involuntarily, or changes from a nonprofit corporation to a for profit corporation; or
- (iv) BIR ceases to be a 501(c)(3) organization under the Internal Revenue Code; or
- (v) The Ground Lease between the City and BIR is terminated for any reason.

F. Effect of Termination or Expiration. Upon the expiration or termination of this License, the rights and obligations of the parties under this License shall terminate except as provided herein. BIR shall thereafter have no further authority to use the City dock. BIR shall immediately vacate any and all portions of the City dock used and occupied by BIR and shall remove any personal property of BIR from the premises.

18. Sublicensing and Assignment. This License, or any interest herein or claim hereunder, shall not be sublicensed, assigned or transferred in whole or in part by BIR to any other person or entity.

19. Extent of License – Modification. This License, 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 License may be amended, modified, or added to only by written instrument properly signed by both parties.

20. Severability.

A. Invalidity. If a court of competent jurisdiction holds any part, term, or provision of this License 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 License did not contain the particular provision held to be invalid.

B. Conflicts. If any provision of this License 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.

21. Fair Meaning. The terms of this License shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship.

22. Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this License 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 License, 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.

23. 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 BIR: Bainbridge Island Rowing
 281 Brien Drive SE
 Bainbridge Island, WA 98110
 admin@bainbridgerowing.org

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.

24. Survival. Any provision of this License which imposes an obligation after termination or expiration of this License shall survive the term or expiration of this License and shall be binding on the parties to this License.

25. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Washington.

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

27. Attorney's Fees. If either party commences litigation against the other to enforce this License or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

28. Counterparts. This License 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.

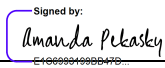
IN WITNESS WHEREOF, the parties have executed this License effective as of the later of the signature dates included below (“Effective Date”).

BAINBRIDGE ISLAND ROWING

CITY OF BAINBRIDGE ISLAND

Date: 13-Jun-25

Date: _____

By:  Signed by: Amanda Pekasky

By: _____

Name: Amanda Pekasky
Title: Director of Programs and Business Development

Blair King, City Manager

Tax ID # 91-2101122

City Business License # 602095166

EXHIBIT A

DESCRIPTION OF LICENSED PROPERTY

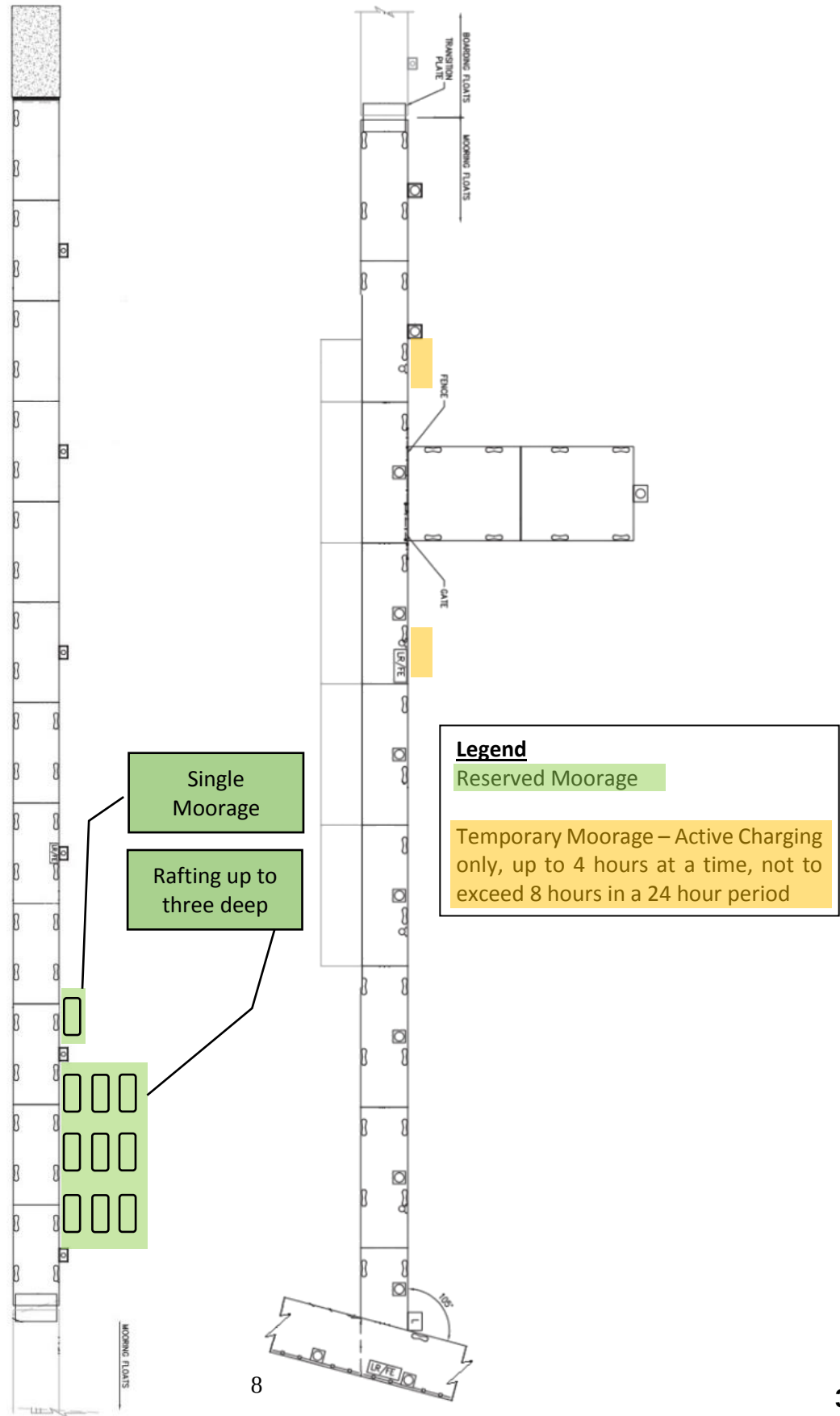


EXHIBIT B

INSURANCE REQUIREMENTS

A. Insurance Term

BIR shall procure and maintain for the duration of the License insurance against claims for injuries to persons or damage to property which may arise from or in connection with the property uses by BIR, its agents, representatives, or employees.

B. No Limitation

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

BIR 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 BIR's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

BIR shall maintain the following insurance limits:

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

E. Other Insurance Provision

BIR'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 BIR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, provided, however, that Texas Insurance Company and Liberty Mutual, as BIR's current insurance providers for General Liability and Auto Insurance, respectively, shall be acceptable for all purposes.

G. Verification of Coverage

Before commencing use occupancy under the License, the BIR shall provide to the City Manager a Certificate of Insurance evidencing the required insurance. BIR 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 BIR before commencement of the uses and occupancy. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

BIR 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 BIR to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving fourteen (14) days' notice to BIR to correct the breach, immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

J. City Full Availability of Property Manager Limits.

If BIR 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 BIR, irrespective of whether such limits maintained by BIR are greater than those required by this License or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by BIR.

EXHIBIT C

BAINBRIDGE ISLAND ROWING COMMUNITY PROGRAMMING

- **Scholarships:** offered for the Junior and Adult teams based on financial need.
- **Accessible Community Events:** donation-based events for Bainbridge residents.
- **Annual Free Regatta:** no-cost regatta, providing equipment and eliminating entry fees.
- **Try Rowing Events:** free introductory rowing experiences.
- **High School Athletics:** no-cut sports teams representing Bainbridge High School.
- **Senior Center Collaboration:** discounted rental rates for the Bainbridge Island Senior Center organization.
- **BI Parks & Trails Partnership** Waterfront Park clean up partnership.
- **Non-Profit Venue Support:** venue space rental discounted for nonprofit organizations.



PURCHASE ORDER

CITY OF BAINBRIDGE ISLAND PUBLIC WORKS O&M

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206.842.2016
Fax: 206.780.3710
www.bainbridgewa.gov

P.O. NO. 20250024
DATE May 28, 2025
CUSTOMER ID: 1350
ORG.: 73501448
OBJECT: 664000
PROJECT: 01395

VENDOR

Bud Clary Chevrolet
P.O. Box 127
Longview, WA 98632-7079
Attn: Becky Davis
Phone: 360.423.1700
Chevy.orders@budclary.com

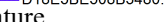
SHIP TO

City of Bainbridge Island
7305 NE Hidden Cove Rd
Bainbridge Island, WA 98110
Phone: 206.842.1212
Fax: 206.780.5104
Attn: Ellen Fairleigh

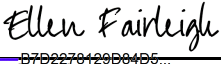
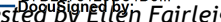
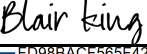
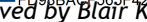
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2028-05009-0001	2025 Chevrolet Tahoe Police Pursuit Vehicle (CC10706)2WD 9C1: Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R2 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NPO) active single-speed transfer case (4WD only)	\$ 53,903.00	\$53,903.00

1	2025-05009-0006	2025 Chevrolet Tahoe Police Pursuit Vehicle-(CK107064WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NPO) active single-speed transfer case (4WD only)-see available options for this trim 2025-0501-075		\$3,200.00
1	2025-05009-0013	(6J3)Wiring, grille lamps and siren speakers	92.00	\$92.00
1	2025-05009-0014	*6J4) Wiring, horn and siren circuit	55.00	\$55.00
1	2025-05009-0015	(WX7) Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers.	60.00	\$60.00
1	2025-05009-0016	(6C7)Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp	170.00	\$170.00
1	2025-05009-0030	(5T5)Seats, front cloth and second row vinyl	-	\$0.00
1	2025-05009-0038	(UN9)Radio Suppression Package, with ground straps	95.00	\$95.00
1	2025-05009-0039	(UTQ)Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle	50.00	\$50.00
1	2025-05009-0040	(9G8) Headlamps, Daytime Running Lamps and automatic headlamp control delete (deletes standard Daytime Running Lamps and automatic headlamp control features)	50.00	\$50.00
1	2025-05009-0043	(H1T) Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	-	\$0.00
1	2025-05009-0079	(V76)Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5@4) Special Service Vehicle.Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands.All Tahoe (9C1) and 5W4) vehicles include front fascia with recovery hook openings.)	50.00	\$50.00
1	2025-05009-0109	Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	200.00	\$200.00
1	2025-05009-0207	4 additional keys(dlr)(8 TOTAL)	1,400.00	\$1,400.00
SUBTOTAL				\$59,325.00
Shipping				
8.4% Sales Tax				\$4,983.30
TOTAL				\$64,308.30

Accepted By Contractor:

Contractor:	Signed by: 	Becky Davis	Fleet Mgr	29-May-25
		/ Printed Name, Title		Date

Accounts Payable:
Accounts Payable Clerk - G. Lin
280 Madison Avenue N.
Bainbridge Island, WA 98110
206.780.8612
accountspayable@bainbridgewa.gov

Signed by: 	29-May-25
	Date
Requested By Ellen Fairleigh	Date
Signed by: 	30-May-25
	Date
Approved by Blair King	Date



PURCHASE ORDER

CITY OF BAINBRIDGE ISLAND PUBLIC WORKS O&M

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206.842.2016
Fax: 206.780.3710
www.bainbridgewa.gov

P.O. NO. 20250027
DATE June 5, 2025
CUSTOMER ID: 9682
ORG.: 73501448
OBJECT: 66400
PROJECT: 01395

VENDOR

Bud Clary Ford
P.O. Box 127
Longview, WA 98632-7079
Attn: Kathleen Brennan
Phone: 360.423.4321 X10943
ford.orders@budclary.com

SHIP TO

City of Bainbridge Island
7305 NE Hidden Cove Rd
Bainbridge Island, WA 98110
Phone: 206.842.1212
Fax: 206.780.5104
Attn: Ellen Fairleigh

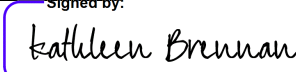
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2025-05004-0001	2025 Ford F150 Lightning 4WD, Battery Electric Vehicle (BEV) (opt SSV)	\$ 45,531.00	\$45,531.00
1	2025-05004-0010	2025 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD; PRO Trim Level; Crew Cab; 145in Wheelbase; 5.5ft bed; Dual eMotor; 98kWh Usable Capacity Standard Range High-Voltage Battery; EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; 8350# GVWR; 275/65R 18in All-Terrain Tires; Tire Inflator/Sealant Kit; Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specifications for complete description.	\$ -	\$0.00
1	2025-05004-0015	PRO SSV Package #66S (Special Service Vehicle) [Includes red/white task lighting in overhead console; front seat police-grade heavy-duty cloth 40/console/40 with reduced bolsters; 8-way power driver/manual passenger; built-in steel intrusion plates in both front seatbacks; universal top tray - center of I/P for mounting aftermarket equipment] [Includes required Dual eMotor - Extended Range Battery; DUAL Onboard Charging; Level 2 Peak Charging Rate of 19.2kW; 131 kWh Usable Capacity Extended Range Battery (320 mile battery range) (Includes 20in Alloy Dark Carbonized Gray Wheels, 20in 275/60R20 All-season tires and Carbon Black Fixed Extended Running board #18D) (8550# GVWR)] (Must also order Max Trailer Tow Package #53D if ordering w/ Pro Power Onboard 9.6 kW #479) (Must also order Pro Power Onboard 9.6 kW #479 if ordering Max Trailer Tow Package #53D) (Not available w/ XLT Trim Level or Flash Trim Level) (W1B/110A/99M/44L/66S/TTES)	\$ 6,106.00	\$6,106.00

1	2025-05004-0020	NEW: THIS IS NO LONGER STANDARD EQUIPMENT - Mobile Power Charging Cord (120V/240V). Includes fast charging adapter (NACS) (66A)	\$ 588.00	\$588.00
1	2025-05004-0026	Pro Power Onboard - 9.6 kW (479)	\$ 1,176.00	\$1,176.00
1	2025-05004-0027	NEW: Max Trailer Tow Package - increased tow capability - max towing TBD (includes Trailer Brake Controller, Hill Decent Control and E-Locker) (must also order Pro Power Onboard - 9.6 kW #479 if ordered w/ Standard Range Battery #99K (53D)	\$ 1,078.00	\$1,078.00
1	2025-05004-0028	Tow Technology Package (Includes Ford Co-Pilot360 2.0: 360 Degree Camera; Pro Trailer Backup Assist; Pro Trailer Hitch Assist; Trailer Reverse Guidance; Manual-folding Sideview Mirrors w/ Power Glass w/ Heat, Turn Signal and Black Skull Caps; LED Sideview Mirror Spotlights) (included w/ XLT Trim #311A and Flash Trim Level #312A) (17V)	\$ 1,911.00	\$1,911.00
1	2025-05004-0029	Tailgate Step (inc. Tailgate Work Surface) (63T)	\$ 422.00	\$422.00
1	2025-05004-0199	INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	\$ -	\$0.00
1	2025-05004-0204	Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	\$ 250.00	\$250.00
1	2025-05004-0213	Two (2) Extra RKE Fobs w/ Internal Keys, programmed, for vehicles with push button start. (Will give you 4 Fob/Keys total) (DLR)	\$ 698.00	\$698.00
1	2025-05004-0222	Mud Flaps, Front (DLR)	\$ 110.00	\$110.00
1	2025-05004-0223	Mud Flaps, Rear (DLR)	\$ 110.00	\$110.00
1	2025-05004-0224	Floor Mats, HD Rubber Molded, Front (Extended/Crew Cabs) (Weather Tech) (DLR)	\$ 153.00	\$153.00
1	2025-05004-0226	SPRAY-IN Bedliner for vehicles with Power Outlets in bed (pro-power onboard, BEV) (DLR)	\$ 652.00	\$652.00
1	2025-05004-0255	Setina - PB450L4 Lighted Push Bumper, Aluminum, includes Mar Pad (ION Trio Red/Blue/White lights, programmable) (DLR) (SET171)	\$ 1,194.00	\$1,194.00
1	2025-05004-0258	Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (factory seats, TPO seat cover available) (If ordering TPO seat, rear driver side seat section will be uninstalled, shipped loose) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Not compatible with rear WeatherTech floor liner) (Crew Cab only) (DLR) (SET230/231/232/233)	\$ 1,437.00	\$1,437.00
1	2025-05004-0260	Setina - Rear Door Side Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET332)	\$ 341.00	\$341.00
1	2025-05004-0262	Setina - Rear Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET337)	\$ 562.00	\$562.00
1	2025-05004-0264	Setina - Rear Door Panel, TPO plastic, installs over OEM door panels (Crew Cab Only) (DLR) (SET342)	\$ 613.00	\$613.00

1	2025-05004-0343	SPOTLIGHT - Dual Whelen Argos flood/spot combo light, fender mounted, installed (1) each side, with single control head in cab controlling both lights. 1,800 Lumen light, 5* spotlight to 60* floodlight variable beam width, 360* rotation with 180* tilt range. Not compatible with factory spotlight installed in A-pillar. (does not require additional amber lighting package) (SL343)	\$ 2,816.00	\$2,816.00
1	2025-05004-0402	Weather Guard Cab Rack - With Hex screen insert, black. If ordering toolboxes requires #410 for leveling per toolbox. (11906-52-01) (CG402)	\$ 1,451.00	\$1,451.00
1	2025-05004-0561	DECKED in bed storage system for 5.5ft bed (DD561)	\$ 2,259.00	\$2,259.00
1	2025-05004-0591	DECKED - Add key locks to bed drawers. (DD591)	\$ 124.00	\$124.00
1	2025-05004-0920	POLICE: (Whelen Base Package) Installed equipment includes: (2) ION grill lights (RED driver/BLUE Pass), (2) ION-T dual color front corner lights (R/W driver, B/W pass), (2) ION single color rear side bed lights (RED driver/BLUE pass), (2) ION-T single color tailgate lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass). CENCOM CORE siren package (CCSRN36 head) including OBD connection and two CEM8 expansion modules. Console package includes Havis vehicle specific computer mount ready console (NOT COMPATABLE WITH INTERIOR UPGRADE PACKAGE), cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR OPTION BELOW) (DW920)	\$ 11,022.00	\$11,022.00
1	2025-05004-0924	POLICE: (Exterior Lightbar) Installed equipment includes: 54in Whelen WECAN Legacy DUO lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights as well as full front white scene light and rear amber arrow. (Requires POLICE Whelen base package) (DW924)	\$ 3,874.00	\$3,874.00
1	2025-05004-0970	NEW: Push Bumper Wiring Completion. Termination of PB450L4 light wiring to controller. (Requires lit PB450L4 push bumper and Police or Fire Lighting Package) (DW970)	\$ 219.00	\$219.00
1	2025-05004-0973	Interior Dome Light Upgrade: White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (Requires Police or Fire Package) (DWS-DOME-1) (DW973)	\$ 102.00	\$102.00
1	2025-05004-0988	Universal Headrest Printer Mount: Universal Headrest Printer Mount installed on passenger seat headrest. Fits Brother Pocketjet printer series. Includes 10ft USB cable (to console), and power wiring to passenger seat. (Requires Police or Fire Package) (DWS-PRINTER MOUNT) (DW988)	\$ 842.00	\$842.00
1	2025-05004-0989	Pocketjet Printer: Includes Brother Pocketjet 8 thermal printer (USB only) , compatible with SECTOR software. Includes power cable and USB. Complete installation included if ordered with headrest printer mount, otherwise ships loose. (Requires Police or Fire Package) (DWS-POCKETJET) (DW989)	\$ 767.00	\$767.00

1	2025-05004-9000	Setina - TPO Single Prisoner Transport seat (Must also order Single Prisoner Transport partition or Cargo Deck w/ divider wall) (Not available with Pro Power Onboard) (DLR) (SET302)	\$ 992.00	\$992.00
1	2025-05004-9002	Setina - Forward facing partition mount kit for weapon mounts installed on 6VS/7VS (DLR) (SET261)	\$ 96.00	\$96.00
1	2025-05004-9003	Setina - Double Weapon Mount with Universal XL and 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition) (DLR) (SET252)	\$ 929.00	\$929.00
SUBTOTAL				\$88,425.00
Shipping				See above
8.4% Sales Tax				\$7,427.70
TOTAL				\$95,852.70

Accepted By Contractor:

Signed by:

Kathleen Brennan
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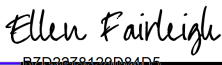
Kathleen Brennan
Contracts Mgr

05-Jun-25

Contractor:

Signature / Printed Name, Title Date

Accounts Payable:
Accounts Payable Clerk - G. Lin
280 Madison Avenue N.
Bainbridge Island, WA 98110
206.780.8612
accountspayable@bainbridgewa.gov

Signed by:

Ellen Fairleigh
B70037912003496...

Requested by Ellen Fairleigh
Blair King
FD00DA0F566F42F...

06-Jun-25
06-Jun-25

Approved by Blair King

Date